FRANCHISE DISCLOSURE DOCUMENT

TOWNEPOST NETWORK INC.
An Indiana Corporation
8800 North Street, Suite 117
Fishers, IN 46038
317-810-0011
www.townepost.com

As a TownePost Network, Inc. franchisee, you will own and operate two monthly magazines within a defined exclusive Territory. Your primary responsibility as a franchisee will be to manage the day-to-day operations of publishing the magazine, including, but not limited to, selling advertising, participating in social media and digital advertising, soliciting newsworthy stories, overseeing editorial and the final design of your magazine.

The total investment necessary to begin operation of a TownePost Network, Inc. franchise (two monthly magazines) is between $83,350 to $117,736, including $70,000 that will be paid to the Franchisor as an Initial Franchise Fee.

This document ("Disclosure Document") summarizes certain provisions of your franchise agreement ("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 fourteen (14) calendar days before you can sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jeanne Britt at 8800 North Street, Suite 117, Fishers, IN 46038, or by telephone at 317-810-0011.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire 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 "Buying a Franchise, A Consumer Guide," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at (877) FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: December 11, 2025

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 F** includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	**Item 20** summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only TownePost 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 is it like to be a TownePost franchisee?	**Item 20** or **Exhibits C** and **D** lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 the following risks 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 Indiana. 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 Indiana than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Personal Guaranty.** Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

DISCLOSURE APPLICABLE TO FRANCHISEES COVERED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DISCLOSURE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(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 sub-franchisor.

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 OFFERING ON FILE WITH THE MICHIGAN ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE MICHIGAN ATTORNEY GENERAL.

Any questions regarding the notice should be directed to the State of Michigan Department of Attorney General, Franchise Section – Consumer Protection Division, P.O. Box 30213, Lansing, MI 48909 or by telephone at 517-373-1140

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, the terms “TownePost Network,” “TownePost,” “we” or “us” refer to TownePost Network Inc., the franchisor of this business. "You" refers to the franchisee, which buys the franchise and includes an individual or a corporation, partnership, Limited Liability Company or other legal entity. If a corporation, partnership or limited liability company buys the franchise, "you" includes each general partner in a partnership, the shareholders, officers or directors of a corporation, or members, officers or managing agents of a limited liability company.

Franchisor, Parent, and Affiliates

TownePost Network, Inc. is an Indiana corporation that was formed on March 23, 2014 and maintains its principal place of business at 8800 North Street, Suite 117, Fishers, IN 46038. We conduct business under the name “TownePost Network” and we do not conduct business under any other name. We began selling franchises in May 2016 and we operate two company-owned outlets as of the issuance date. We have not and do not offer any franchise other than as described in this Disclosure Document.

We have a predecessor, Britt Interactive LLC (“Britt Interactive”). Britt Interactive is an Indiana limited liability company formed on August 28, 2003. Britt Interactive initially began publishing the first monthly newsletter and magazine, Geist Community Newsletter, and website atGeist.com. In 2014, TownePost Network acquired all of the intellectual property rights then-owned by Britt Interactive. Britt Interactive owns and operates two (2) franchised outlets and has operated these outlets since May 2016.

Due to demands from TownePost Network Inc.’s locally owned print magazine clients, we also created an internal digital marketing agency with an accompanying website called Towne Post Digital (https://townepost.digital). This entity is wholly owned by TownePost Network Inc. and is headed by Tom Britt who has a 30-year career in digital marketing, lead generation, and website development. In April 2025, Britt hired Danielle Petty as the company’s Chief Operations Officer. Danielle Petty has operated a digital marketing firm for the past 12 years and worked at Google for 3-1/2 years prior to joining Towne Post Digital. Franchisees receive monthly training on various digital products and services and refer clients to Towne Post Digital for free consultations, and ultimately, digital advertising programs.

Agent for Service of Process

Our agents for service of process are listed on **Exhibit G** of this Disclosure Document.

The Franchised Business We Offer

As a TownePost franchisee, you will own and operate two monthly magazines within a defined exclusive Territory and operate general digital marketing services, including programmatic advertising, web site design and hosting, Search Engine Optimization (SEO), streaming V, OTT and CTV advertising, Google advertising management, targeted email blasts and reputation management (the “Franchised Business”). The distinguishing characteristics of the Franchised Business includes 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. Your primary responsibility as a franchisee will be to manage the day-to-day operations of the Franchised Business, including, but not limited to, selling print and digital advertising, soliciting newsworthy stories, selling digital products and services, overseeing editorial, participating in the social and digital media, and the final layout of your magazine.

The Market and Competition

The print and media advertising industries are highly developed, and you will compete with other print media including newspapers (daily or weekly); magazines; direct mail coupons; Angie's List; Google Adwords and other online advertising services that target local markets. Your ideal target market for soliciting advertising will be primarily small to medium sized businesses that seek to advertise their respective goods and/or services to their local communities. Target professions include dentists, medical, outdoor services (landscapers, lawn mowing, patios), real estate services, home improvement companies, new businesses, home electronics and locally-owned retail. Generally, your targeted distribution for the publications in your Territory will be to communities with a population of at least 15,000 people for single Franchise units and over 50,000 people for multi-unit Franchises.

Your ability to compete in this market will be largely and significantly dependent upon your management and sales ability, your involvement with the Franchised Business, your financial strength, internet savvy, general economic conditions, and geographical area.

Applicable Regulations

You must comply with all local, state, and federal laws that apply to the operation of your Franchised Business, including licensing requirements. These laws and regulations may differ from state to state and it is your responsibility to thoroughly investigate the applicable business and licensing rules and regulations before opening your Franchised Business. In some states, free publications are exempt from sales tax on equipment, software and printing associated with the manufacturing of the publication.

ITEM 2
BUSINESS EXPERIENCE

Tom Britt, Founder and Chief Executive Officer

TownePost Network, Inc., 8800 North Street, Suite 117, Fishers, IN 46038 – Founder and Chief Executive Officer, March 2014 – Present

Jeanne Britt, President

TownePost Network, Inc., 8800 North Street, Suite 117, Fishers, IN 46038 – President, March 2014 – Present

Erin Turk, Chief Operating Officer

TownePost Network, Inc., 8800 North Street, Suite 117, Fishers, IN 46038 – COO, May 2021 – Present

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4
BANKRUPTCY

There are no bankruptcy filings or proceedings that are required to be disclosed in this Disclosure Document.

ITEM 5
INITIAL FEES

You must pay us an initial franchise fee ("Initial Fee") of $70,000 for two magazines which is to be paid in full when you sign the Franchise Agreement. The Initial Fee represents the consideration for a Territory as referenced in Item 12. The Initial Fee is fully earned by us when you sign the Franchise Agreement, and it is only refundable in the event we terminate the Franchise Agreement because you do not open your Franchised Business within six (6) months of executing the Franchise Agreement. If the Agreement is terminated under these circumstances, we will refund you 25% of the Initial Fee that you paid to us.

We have established a Franchisee Referral Program and encourage referrals for prospective franchisees from existing franchisees. Under the program, we offer a referral fee to the existing franchisee who referred the individual equal to 25% of the then-current Initial Fee; provided, however, that the individual becomes a TownePost franchisee and executes the then-current Franchise Agreement. The Referral Fee will be paid within thirty (30) days from the Launch Date of the new franchisee. We reserve the right to modify or discontinue the Franchisee Referral Program at any time.

ITEM 6
OTHER FEES

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Royalty Fee (See Note 2)	10% of Monthly Gross Sales with a minimum payment of $750	The 15th day of the Accounting Period	"Gross Sales" is defined as the total revenues derived by the Franchised Business from all sales, whether for cash, check, credit, barter, lead generation, or otherwise, without reserve or deduction for inability or failure to collect the same and whether such business is conducted in compliance with, or in violation of, the terms of the Franchise Agreement. Gross Sales does not include refunds to customers, credits, donated ads to local charities or nonprofits, discounts or the amount of any sales taxes or other similar taxes that you might be required to collect, and do collect, from customers to be paid to any federal, state, or local taxing authority. The minimum amount of $750.00 does not become effective until after the first twelve (12) Accounting Periods.
Technology Fees (See Note 3)	Up to 2% of Monthly Gross Sales	As incurred	At this time, Technology Fees are not being charged but we reserve the right to require you to pay, upon 10 days' written notice to you, for current or future technology platforms up to 2% of your Monthly Gross Sales.
Marketing Fund Advertising (See Note 4)	Up to 2% of Monthly Gross Sales	The 15th day of the Accounting Period	At this time, a Marketing Fund has not been established but we reserve the right to establish a Marketing Fund and require you to contribute up to 2% of your Monthly Gross Sales upon 10 days' written notice to you.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Local Advertising (See Note 4)	Up to 2% of Monthly Gross Sales	As incurred	At this time, you are not required to conduct local advertising, but we reserve the right to require you to advertise within your Territory and spend an amount up to 2% of your monthly Gross Sales on such advertising upon 10 days' written notice to you.
Additional Training (See Note 5)	$800.00 per person, per day	As incurred	You will be responsible for all travel, lodging, meals, and other expenses incurred in attending the additional training.
Transfer Fee under Franchise Agreement	20% of the then-current Initial Franchise Fee.	At time of transfer	Payable if you sell, transfer, or assign your franchise.
Renewal Fee under Franchise Agreement	$5,000.00	At time of renewal	Payable if you renew your Franchise Agreement.
Audit Costs (See Note 6)	Cost of audit charges	Within ten (10) days of billing	Payable by you if an audit reveals that you understated your Gross Sales by more than two percent (2%).
Insufficient Fund Fees (See Note 7)	$25.00 plus reimbursement of any costs Franchisor incurred from the bank due to the insufficient funds	As incurred	Payable by you if there are insufficient funds to collect the amounts owed to Franchisor
Late Fees	$100.00 per day for each day any amount is past due	As incurred	Payable if any fee or any other amount due under this Agreement is not received within ten (10) days after such payment is due.
Interest	The lesser of the daily equivalent of eighteen percent (18%) per annum of any overdue amount per year, or the highest rate then permitted by applicable law	As incurred	Payable if any fee or any other amount due under this Agreement is not received within ten (10) days after such payment is due.
Indemnification	Varies depending upon the circumstances	As incurred	You must reimburse us if we are held liable for claims resulting from your Franchised Business's operations.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Costs and Attorney's Fees	Varies depending upon the circumstances	As incurred	You must pay our costs and attorney's fees if we are successful in bringing an action against you arising out of or related to the Franchise Agreement.

NOTES:

Note 1. Type of Fee.

All fees are non-refundable and are payable to us, unless otherwise noted. Fees imposed against franchisees are uniformly imposed.

Note 2. Royalty Fees.

The Royalty Fee for each month must be received by us no later than the fifteenth (15th) business day of the month following each Accounting Period. The term "Accounting Period" shall mean a one-month period beginning on the first (1st) day of each month and ending on the last day of the month, respectively. In the event that you open your Franchised Business on a day other than the first day of the month, then the first (1st) Accounting Period shall include any days from and including the Opening Date through the end of that month. During the term of the Franchise Agreement, you shall pay a monthly Royalty Fee of 10% of your Gross Sales with a Minimum Royalty Fee of $750. However, the Minimum Royalty Fee will not be in effect during the first twelve (12) Accounting Periods.

In addition, you must provide one full page or separate smaller sections to equal one full page of advertising space for TownePost's use, sale or transfer. If TownePost elects not to use the full page of advertising, the remaining portion will not be cumulative to the next month/issue, and TownePost will forfeit the remaining portion for that month/issue.

You must provide us with a report of the Gross Sales for your Franchised Business for each month. The report shall be in a form specified by us and shall fully disclose all information requested. You also must supply documentation supporting the information disclosed on the reports upon our written request.

Note 3. Technology Fees.

At this time, Technology Fees are not being charged for website updates, social media posts, and day-to-day oversight of your digital advertising inventory. We may, in our sole discretion, establish a "Technology Fund" and require you to contribute on a monthly basis up to two percent (2%) of your total monthly Gross Sales of the Franchised Business upon ten (10) days' written notice to you.

Note 4. Marketing Fund Advertising and Local Advertising.

At this time, we have not established a National Marketing Fund ("Marketing Fund") for national or regional advertising of the TownePost Network System. We may, in our sole discretion, establish a Marketing Fund at any time and require you to contribute on a monthly basis up to two percent (2%) of your total monthly Gross Sales of the Franchised Business upon ten (10) days' written notice to you. If a Marketing Fund is established, we may, in our sole discretion, decide to terminate or suspend the Marketing Fund at any time, or increase the amount of the required contribution upon written notice to you. If a Marketing Fund is established, company-owned TownePost Networks may, but shall not be obligated to, contribute to the Marketing Fund on the same basis as franchisees.

At this time, we do not require that you spend a minimum amount on local advertising. However, we reserve the right to require you to conduct local advertising within your Territory and spend an amount up to 2% of your monthly Gross Sales on such advertising upon 10 days' written notice to you. Upon our request, you must substantiate local advertising expenditures by supplying such information we may require from time to time, including but not limited to paid advertising invoices and like documentation. You may create and use your own marketing and advertising materials to advertise your Franchised Business, but the content must be submitted to, and pre-approved in writing, by us before such materials are used. We reserve the right to use afnd make available for use by other TownePost Network franchisees, any advertising material you submit that are approved by us, without any compensation to you. We may approve, disapprove, or revoke approval of any advertising materials for any reason and at any time.

Note 5. Additional Training.

We reserve the right to require you to participate in additional training and we may, in our sole discretion, charge a fee for participating in such additional training. Currently, the training fee is $800.00 per person, per day. You will also be responsible for all travel, lodging, meals, and other expenses you incur in attending the additional training.

If we or you determine that you need additional training, you must pay our daily fee for each trainer we send to your Business, and you must reimburse each trainer's expenses, including travel, lodging and meals.

Note 6. Audit Costs.

We reserve the right to examine and audit your books, records, tax returns, accounts, and such other statistical and other information or records we require you to maintain and preserve. Examinations and audits may take place without prior notice, during normal business. Such examination or audit shall be at our expense, unless it is disclosed that you understated your Franchised Business's Gross Sales by more than two percent (2%), in which case you shall be required to reimburse us for the cost and expense of such examination or audit. In addition, you must also pay any deficiency in Royalty Fees or other fees as disclosed by such audit or examination within ten (10) days following receipt of the auditor's report, plus interest calculated at the maximum rate specified by law, or in the absence of a maximum rate specified by law, eighteen percent (18%) per annum. If the inspections and audits conducted by us establish a pattern of underreporting, then we have the right to require that you employ an accounting firm approved by us to assist in maintaining and preserving your books, records, tax returns, accounts, and such other statistical and other information or records relating to the Franchised Business.

Note 7. Insufficient Funds Fees.

You must maintain a balance in your account sufficient to allow us to collect amounts owed when due. In the event there are insufficient funds to collect the amounts owed to us, you will be charged an additional fee of Twenty-Five Dollars ($25.00) for each payment that was unsuccessful, plus reimbursement of any costs we incurred from the bank, due to the insufficient funds.

ITEM 7
ESTIMATED INITIAL INVESTMENT FOR THE OPERATION OF TWO MAGAZINES

YOUR ESTIMATED INVESTMENT

Type of Expenditure (See Note 1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Note 2)	$70,000	Lump sum	Upon signing the Franchise Agreement	TownePost Network
Business cards, start-up media kits, business list, postcard mailing, and other marketing materials (See Note 3)	$0-$1000	Lump Sum	Ten (10) days before commencement of operations	TownePost Network and/or Third Parties
Office and Printing Supplies	$150-$1000	Lump Sum	Ten (10) days before commencement of operations	Third Parties
Distribution Racks (See Note 4)	$200-$1500	Lump Sum	Ten (10) days before commencement of operations	Third Parties
Insurance (See Note 5)	$1000-$2,000	Paid in advance annually or monthly	One week before commencement of operations	Insurance Agent
Professional Fees	$1000-$3000	As required	As incurred	Professionals
Training-Travel, Lodging, and Meal Expenses (See Note 6)	$0-$4,000	As required	As incurred	Third Parties
Computer System (See Note 7)	$0-$2,000	As required	As incurred	Third Parties
MediaOS (See Note 8)	$0-$236	Monthly	As incurred	Third Parties
Lease (See Note 9)	$0-$1000	Monthly	As incurred	Landlord
Miscellaneous Start-up Costs	$1000-$2,000	As incurred	As required	Third Parties
Additional Operating Funds- For first 3 months (See Note 10)	$10,000-$30,000	As incurred	As required	TownePost Network and/or Third Parties
TOTAL	**$83,350-$117,736**			

Note 1. Description of Expense.

All fees and expenditures represented in the above table in reference to us are non-refundable. All fees and expenditures represented in the above table to third parties, including suppliers, advertisers, various professionals, and governmental licensing agencies may be non-refundable subject to their guidelines. **We cannot and do not guarantee that your costs will fall within the stated ranges.** These estimated ranges are based on our experience in owning and operating a TownePost Network franchise and the

approximately thirty (30) years of experience of our founder in the publishing industry. You should review these figures carefully with a business advisor as part of your due diligence before deciding to purchase a TownePost Network franchise. The cost and fees for the second monthly magazine are the exact same as the first monthly magazine.

Note 2. Initial Franchise Fee.

The Initial Franchise Fee is described in Item 5 and represents the consideration for the operation of two magazines within a Territory as referenced in Item 12. The Initial Franchise Fee includes our Magazine Launch program which consists of the 2 days of training, 500 business cards, 500 printed media kits for your Territory, business leads for your CRM, and a digital campaign for up to 2 months targeting local businesses and announcing your franchise. The Initial Fee is fully earned by us when you sign the Franchise Agreement, and it is only refundable in the event we terminate the Franchise Agreement because you do not open your Franchised Business within six (6) months of executing the Franchise Agreement. If the Agreement is terminated under these circumstances, we will refund you 25% of the Initial Fee that you paid to us.

Note 3. Business Cards, Media Kits, and other marketing materials

Business cards are included in the Initial Franchise Fee and you do not need to purchase these items unless and until you need additional materials beyond what is initially provided to you.

Note 4. Distribution Racks.

While most of your magazines will be direct mailed within your Territory, you are encouraged to print overruns to be distributed for free throughout the community in various retailers with high foot traffic. Generally, no more than 10% of your total distribution should be through retail racks.

Note 5. Insurance

You are solely responsible for obtaining and maintaining in full force and effect all insurance necessary to operate the Franchised Business and in such coverages, limits and amounts as may be required from time to time by us, the Operations Manual, or otherwise directed in writing, including, but not limited to: (i) worker's compensation as required by law; (ii) comprehensive general liability insurance, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate; (iii) business interruption insurance; and (iv) auto liability, including non-owned auto with limits of at least $1,000,000. Such required policies and minimum amounts of coverage may be modified from time to time in our discretion upon written notice to you.

In the event you lease space to operate the Franchised Business, you may be required to obtain and maintain in full force and effect certain insurance policies and coverage designated by the Landlord and the lease agreement. In such case, you shall comply with any and all insurance coverage required by the lease agreement and failure to do so will constitute a breach under the Franchise Agreement. Also, you must designate us and our directors, officers, employees, and agents as additional insureds on all insurance policies and such insurance policies must not be canceled or modified without thirty (30) day's prior written notice to us.

Note 6. Training-Travel, Lodging and Meal Expenses

We shall provide initial training to you which consists of a one-week training program using on-the-job training. You and your initial staff, not to exceed four (4) people, must attend the training program at our Fishers, Indiana location, or any other location designated by us in our sole discretion. If you are located

within 250 miles of us, we will train you at your location and you should not incur any additional costs for travel, lodging, meals, and other expenses associated with attending the training program at our location. The cost of the Initial Training Program for you and up to three (3) individuals of your initial staff, is covered by the Initial Fee. However, you will be responsible for all travel, lodging, meals, and other expenses you and your staff incur in attending the training program. If more than four (4) individuals attend training for your Franchised Business, then you must pay a training fee of $800.00 per person, plus all travel, lodging, meals, and other expenses, including wages if applicable, that they incur in attending the training program. Additionally, we will provide you with one day of on-site training.

Note 7. Computer Hardware and Software

You are required to purchase a Windows Surface tablet computer or comparable laptop device and maintain Internet access in order to operate the Franchised Business. If you already own a Windows Surface tablet computer or comparable laptop device that can be used to operate the Franchised Business, then you are not required to purchase one.

A third-party vendor will be utilized to provide ongoing maintenance, repairs, upgrades or updates to the computer systems, hardware, or software, at your expense, and it is your responsibility to ensure that the required computer systems, hardware, or software are up-to-date and functioning properly.

Note 8. MediaOS

You must use MediaOS, or any other platform designated by us in the future, for your proposals, contracts, financial reporting, and billing. One licensed seat is included with the Initial Franchise Fee and we require that you have at least one licensed seat per franchise every month. Unless and until you need to purchase additional licensed seats from MediaOS for your staff, you will not need to purchase additional licensed seats beyond what is included with the Initial Franchise Fee.

From time to time, we may elect to modify or otherwise change your obligation to contract with MediaOS. In the event of such change, we will provide notice to you and an opportunity for you to provide input regarding our intended change. However, we reserve the absolute sole power and discretion to determine which service provider you are required to engage to provide integrated sales, production, and accounting services.

Note 9. Lease.

You are not required to lease office space and may operate your Franchised Business from a home office. If you choose to work from home, then you may not incur the cost of leasing office space. However, it is recommended that you secure a month-to-month office space of no more than five hundred (500) square feet in a shared office environment which contains a conference room for client meetings and presentations. If you lease office space, the monthly rent will vary depending upon the geographic location, size of the building, and other economic factors.

Note 10. Additional Funds.

The Additional Funds provides an estimate of printing, postage, layout, franchise fees, and other expenses necessary for cash flowing and operating the Franchised Business during the initial three (3) month period of the business. You may have additional expenses that are not included in the table listed above as your costs will depend upon several factors including, but not limited to, how much you follow our methods and procedures, your business acumen, skill and experience, economic conditions, market conditions, competition, location, personnel, and marketing. **We cannot and do not guarantee that your costs will fall within the stated ranges.** These estimated ranges are based on our experience in owning and operating

a TownePost Network franchise and our founder's nearly thirty (30) years of experience in the publishing industry. You should review these figures carefully with a business advisor as part of your due diligence before deciding to purchase a TownePost Network franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

You must purchase all products necessary for the operation of the Franchised Business from distributors and suppliers designated and approved by us, which may include and be limited to, us. We are currently the only approved supplier for prepress design services, including, but not limited to, the production and layout of each publication. You are required to purchase this service from us. We may derive revenue from franchisees' use of our prepress design services. During the last fiscal year, we derived less than 10% profit from required purchases from franchisees.

We estimate that the items you are required to purchase or lease will represent approximately 25% to 35% of the total purchases you will make to begin operations. Once you begin operating, we expect the items you are required to purchase or lease will represent approximately 20% to 30% of your total expenses.

The products and services that you are required to purchase, and the Approved Suppliers List, are contained in our confidential Operations Manual which you will receive upon signing the Franchise Agreement. We may modify this Manual from time to time, including the Approved Suppliers List, and you must comply with all modifications and additions made to the Manual and Approved Supplier List. Currently, the Approved Supplier of printing services for your publications is EP Graphics located in Berne, Indiana. We may elect to change the Approved Supplier for printing services at any time, and in our sole and absolute discretion. In the event the Approved Supplier is changed, we will provide written notice to you and you must comply with such change by immediately ceasing the use of the supplier. No franchisor officer owns an interest in any supplier.

You may request to obtain approval for a new supplier by submitting such request, including the basis for the request, in writing to us. Your request should include comparative pricing, the reasons the request should be approved, and a product sample if applicable. You will be required to pay the costs we incur for testing samples and evaluating the potential new supplier or a fee of $500.00, whichever is greater. Supplier approval is made on a case-by-case basis, and determined by us, in our sole discretion, utilizing our standards for quality, sustainability, pricing, consistency, and reliability. The factors that will be considered in evaluating potential new suppliers are paper costs, ink costs, labor costs, shipping costs, turnaround time, and quality. Once a supplier has been approved, the supplier will be added to the list of Approved Suppliers and you will receive written notice of the approval. We reserve the right to deny or revoke our approval of any suppliers that fail to maintain our standards and criteria for suppliers. You shall be notified of such changes and are responsible for immediately terminating your relationship with a supplier if the supplier's approval is revoked.

Insurance

You are required, at your expense, to obtain and maintain in full force and effect all insurance necessary to operate the Franchised Business and in such coverages, limits and amounts as may be required from time to time by us in the Franchise Agreement, the Operations Manual, or as we otherwise direct in writing, including, but not limited to: i) worker's compensation as required by law; ii) Commercial General Liability insurance in an amount of no less than $2,000,000 per occurrence; iii) business interruption insurance; and iv) auto liability insurance, including non-owned auto liability insurance, with limits of at least $1,000,000. Such required policies and minimum amounts of coverage may be modified from time to time in our

discretion upon written notice to you. Additionally, you must designate us and our directors, officers, employees, and agents as additional insureds on all insurance policies and such insurance policies shall not be canceled or modified without thirty (30) day's prior written notice to Franchisor.

In the event you lease space to operate the Franchised Business, you may be required to obtain and maintain in full force and effect certain insurance policies and coverage designated by the Landlord and the lease agreement. In such case, you must comply with any and all insurance coverage required by the lease agreement and failure to do so will constitute a breach under the Franchise Agreement.

Computer and Software Requirements

You are required to purchase a laptop computer, iPad or other tablet device, or a desktop computer running Windows or Apple iOS and maintain Internet access in order to operate the Franchised Business. A third-party vendor will be utilized to provide ongoing maintenance, repairs, upgrades or updates to the computer systems, hardware, or software, at your expense, and it is your responsibility to ensure that the required computer systems, hardware, or software are up-to-date and functioning properly. Additionally, you must use MediaOS for your proposals, contracts and billing. From time to time, we may elect to modify or otherwise change your obligation to contract with MediaOS. In the event of such change, we will provide notice to you and an opportunity for you to provide input regarding our intended change. However, we reserve the absolute sole power and discretion to determine which service provider you are required to engage to provide integrated sales, production, and accounting services.

MediaOS is a web-based program and is accessible via any laptop, PC, or tablet with Internet service. It is a turn-key solution that provides the full continuum of data for advertising clients.

We will negotiate directly with MediaOS to establish the exact nature of the services to be provided and the associated costs. One licensed seat is included in each franchise, allowing one person from your organization access for each franchise. Additional seats may be purchased from TownePost at whatever the negotiated rate at the time is. Such fee may increase from time to time according to the terms and conditions of our contract with MediaOS.

We reserve the right, without limitation, to modify or supplement the hardware or software required in the operation of the Franchised Business as computer designs and functions change periodically. Such modifications or supplements may require you to make and install substantial changes to the computer system, software, or hardware during the initial term of the Franchise Agreement or any renewal terms in order to efficiently operate the Franchised Business.

We will have the free and unfettered right to retrieve such data and information stored on your hard drive, either internally or externally, and MediaOS, as we deem necessary, desirable, or appropriate. The business information or data that will be collected or generated includes, but is not limited to, sales data, client data, statistics, and income and expense data, including Profit & Losses and Balance Sheets.

Cooperatives

We do not have any purchasing or distributing cooperatives.

Negotiated Prices

On occasion we may negotiate purchase arrangements with Approved Suppliers for the benefit of our franchisees and we may receive a percentage discount from the supplier. You may receive benefits from these purchase arrangements for your use of particular Approved Suppliers.

We do not currently receive any rebates or discounts from vendors and did not receive any during the last fiscal year.

Material Benefits

Except as described in this Item 8, you do not receive any material benefit from us based upon your use of the Approved Suppliers. However, we consider a variety of factors when determining whether to renew or grant additional franchises, including compliance with the requirements described in Item 8.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEMS IN DISCLOSURE DOCUMENT
(a) Site selection and acquisition/lease	Section 5	Item 11
(b) Pre-opening purchases/leases	Sections 5 and 9	Items 6, 7 and 8
(c) Site development and other pre-opening requirement s	Sections 5, 6, and 7	Item 11
(d) Initial and ongoing training	Section 7	Items 5, 6, 7 and 11
(e) Opening	Section 6	Items 5, 7 and 11
(f) Fees	Sections 3, 7, and 12	Items 5, 6 and 7
(g) Compliance with standards and policies/Operating Manual	Sections 6, 8 and 9	Items 8, 11 and 14
(h) Trademarks and proprietary information	Section 16	Items 13 and 14
(i) Restrictions on products/services offered	Section 9	Items 8 and 16

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEMS IN DISCLOSURE DOCUMENT
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territorial development and sales quotas	Section 4	Item 12
(l) Ongoing product/service purchases	Section 9	Item 8
(m) Maintenance and appearance requirements	Sections 6 and 10	Item 11
(n) Insurance	Section 13	Item 7
(o) Advertising/Marketing	Section 12	Items 6, 7 and 11
(p) Indemnification	Section 14	None
(q) Owner's participation/management/staffing	Section 6	Item 15
(r) Records/reports	Sections 12 and 15	Item 6
(s) Inspections/audits	Sections 11 and 15	Item 11
(t) Transfer	Section 18	Item 17
(u) Renewal	Section 2	Item 17
(v) Post-termination obligations	Section 20	Item 17
(w) Non-competition covenants	Section 17	Item 17

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEMS IN DISCLOSURE DOCUMENT
(x) Dispute resolution	Section 22	Item 17
(y) Guaranty	Exhibit C to the Franchise Agreement	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing for any amount due under the Franchise Agreement. We do not guarantee your note, lease or obligations.

TownePost is listed on the SBA's Franchise Registry (the "Registry") as complying with SBA's franchise eligibility guidelines. The Registry allows franchisees to enjoy the benefits of a streamlined review process for SBA loan applications. We may facilitate your introduction to potential lenders, but we cannot determine whether you will be able to obtain third-party financing for all or any part of your investment. If you are able to obtain financing, we cannot predict the terms of that financing.

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 Assistance

Before you open your Franchised Business, we will perform the following services:

1. Territory.

We will designate and approve your Territory as described below in Item 12.

You may operate your Franchised Business from a home office and are not required to select a site or lease office space in order to open your Franchised Business. However, it is recommended that you secure a month-to-month office space of no more than five hundred (500) square feet in a shared office environment which contains a conference room for client meetings and presentations. We will not provide you with assistance in selecting or leasing office space and you do not need our pre-approval to enter into any such lease if you choose to do so, but the office space must be located within your Territory.

The typical time between signing the Franchise Agreement and opening the Franchised Business is approximately three (3) months. The factors that affect opening time include, but is not limited to, obtaining financing, lease negotiations, obtaining permits and/or licenses, procuring insurance, and hiring personnel.

2. Training.

We will provide you with initial training approximately two (2) months before the Launch Date of your Franchised Business, or at some other time authorized in writing by us. The Initial Training Program

consists of a one-week training program utilizing on-the-job training. You and your initial staff must attend the training program at our location in Fishers, Indiana, or any other location designated by us in our sole discretion. The cost of the Initial Training Program for you and up to three (3) individuals of your initial staff, is covered by the Initial Fee. However, you will be responsible for all travel, lodging, meals, and other expenses you and your staff incur in attending the training program. If more than four (4) individuals attend training for your Franchised Business, then you must pay a training fee of $800.00 per person, plus all travel, lodging, meals, and other expenses, including wages if applicable, that they incur in attending the training program. Additionally, we will provide you with one day of on-site training.

If we or you determine that you need additional training, you must pay our daily fee for each trainer we send to your Business, and you must reimburse each trainer's expenses, including travel, lodging and meals.

3. Magazine Launch Program.

The Initial Franchise Fee includes our Magazine Launch program which consists of the two (2) days of training, 500 business cards, 500 printed media kits for your Territory, business leads for your CRM, and a two (2) month digital campaign announcing your franchise to local businesses.

4. Initial Marketing Program.

We may assist you in developing and conducting an initial marketing program. However, there are no pre-opening advertising requirements.

5. Company Website.

We will provide you with a specific page within our website, www.townepost.com, designated for your Franchised Business. You will have the ability to create and modify your Franchised Business's designated page, but all content and modifications must be made in compliance with the specifications and standards outlined in the Operations Manual and the content will be edited by us for accuracy and grammar. Other than the designated page provided by us, you are not permitted to set up, maintain or utilize an Internet website, home page, or other social media site associated with your Franchised Business without our prior written consent. You must not cause or allow the Proprietary Marks to be used or displayed, in whole or in part, as an Internet domain name, or on or in connection with any Internet website, home page, or social media site without our express prior written consent, which we may grant or withhold in our sole discretion.

6. Operations Manual (34 pages).

We will provide you with access to our Operations Manual which is hosted on Notion.so - it contains mandatory and suggested specifications, standards, and procedures upon execution of the Franchise Agreement. This website with accompanying mobile app is confidential and remains our property. We may modify the Notion.so website from time to time, but the modification will not alter your status and rights under the Franchise Agreement. The Table of Contents of the Notion.so site is attached as **Exhibit E.**

Other than providing you with an Approved Supplier List in the Operations Manual, we do not provide assistance with providing equipment, signs, fixtures, opening inventory or supplies nor do we deliver or install these items. Additionally, we do not provide assistance with conforming the approved business location, should you choose to lease office space, to local ordinances or building codes, or obtaining any required permits for construction, remodeling, or decorating the approved business location.

Post-Opening Assistance

During the operation of your Business, we will perform the following services:

1. Development of New Products and Services.

We will periodically develop new products and services for use in the System. You will be required to provide any new products or services we deem mandatory and may incur additional cost associated with providing said products or services.

2. Additional Training.

We may provide you with additional training, in our sole discretion, which may include, without limitation, mandatory in-person training. We may, in our sole discretion, charge a fee for participating in such additional training and you will be responsible for all travel, lodging, meals, and other expenses incurred by you in attending the additional training. Additionally, we may provide you with additional on-site training in our sole discretion upon your request. If you request such additional on-site training, and we are able to provide it, then you must pay us the additional on-site training fee of $800.00 per day, as well as, our travel and lodging expenses.

Advertising

1. Our Right to Place Advertisements

We reserve the right, at our discretion, to place outserts, inserts, belly bands, or other printed media within your publications at any time and pay you a 15% commission as sole compensation for such advertising.

2. National Marketing Fund.

At this time, we have not established a Marketing Fund for national or regional advertising of the TownePost Network System. We may, in our sole discretion, establish a Marketing Fund at any time and require you to contribute on a monthly basis up to two percent (2%) of your total monthly Gross Sales of the Franchised Business upon ten (10) days' written notice to you. If a Marketing Fund is established, we may, in our sole discretion, decide to terminate or suspend the Marketing Fund at any time, or increase the amount of the required contribution upon written notice to you. If a Marketing Fund is established, company-owned TownePost Networks may, but shall not be obligated to, contribute to the Marketing Fund on the same basis as franchisees.

If a Marketing Fund is established, we shall have the exclusive right to direct all marketing programs financed by the Marketing Fund, including the right to control the creative concepts, materials, and endorsements. We shall have the right to determine the geographic market, media placement, and allocation of the Marketing Fund and would have no obligation to administer any future Marketing Fund in such a manner as to ensure that expenditures by the Marketing Fund in any geographic area are proportionate or equivalent to contributions to the Marketing Fund by TownePost Network franchisees operating in any geographic area or that you will benefit directly or in proportion to your contribution to the Marketing Fund, from the conduct of marketing programs, or the placement of advertising.

If a Marketing Fund is established, it may be used to pay the costs of preparing and producing video, audio, and printed marketing materials; administering multi-regional and national marketing programs, including; purchasing television, radio, magazine, billboard, newspaper, and other media advertising; employing advertising agencies and/or public relations firm to assist with marketing and advertising; and providing marketing materials to franchisees. The Marketing Fund may also be used to meet any and all costs reasonably related and incident to administering the Marketing Fund and its related programs, including administrative costs. Under no circumstance will we use the Marketing Fund to solicit new franchisees.

If a Marketing Fund is established, it shall be accounted for separately from our other funds, but the

Marketing Fund would not be a trust or escrow account, and we would have no fiduciary obligations to its franchisees with respect to the Marketing Fund or with the monies collected. We would be permitted to spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Marketing Fund in that year. Any part of the Marketing Fund contributions that were not spent during the fiscal year would remain in the Marketing Fund to be used in the next fiscal year. An unaudited statement of moneys collected, and expenditures made by the Marketing Fund would be prepared annually and provided to you upon written request.

At this time, there are no Franchise Advisory Council or any local or regional advertising cooperatives. However, we reserve the right to establish advertising councils and cooperatives of TownePost Network franchisees, to advise and consult with us in connection with the establishment, modification, continuance, or other decisions or considerations affecting marketing programs. In the event we establish said councils and cooperatives, we will have the exclusive right to determine their organizational structure and manner of operation.

3. Local Advertising.

At this time, we do not require that you spend a minimum amount on local advertising. However, we reserve the right to require you to conduct local advertising within your Territory and spend an amount up to 2% of your monthly Gross Sales on such advertising upon 10 days' written notice to you. Upon our request, you must substantiate local advertising expenditures by supplying such information we may require from time to time, including but not limited to paid advertising invoices and like documentation. You may create and use your own marketing and advertising materials to advertise your Franchised Business, but the content must be submitted to, and pre-approved in writing, by us before such materials are used. We reserve the right to use and make available for use by other TownePost Network franchisees, any advertising material you submit that are approved by us, without any compensation to you. We may approve, disapprove, or revoke approval of any advertising materials for any reason and at any time and you shall not use any marketing materials that we have disapproved.

Computer and Software Requirements

You are required to purchase a Windows Surface tablet computer or comparable portable computer device and maintain Internet access in order to operate the Franchised Business. A third-party vendor will be utilized to provide ongoing maintenance, repairs, upgrades or updates to the computer systems, hardware, or software, at your expense, and it is your responsibility to ensure that the required computer systems, hardware, or software are up-to-date and functioning properly. Additionally, you must use MediaOS for your proposals, contracts and billing. From time to time, we may elect to modify or otherwise change your obligation to contract with MediaOS. In the event of such change, we will provide notice to you and an opportunity for you to provide input regarding our intended change. However, we reserve the absolute sole power and discretion to determine which service provider you are required to engage to provide integrated sales, production, and accounting services.

MediaOS is a web-based programs and is accessible via any laptop, PC, or tablet with Internet service. It is a turn-key solution that provides the full continuum of data for advertising clients.

We will negotiate directly with MediaOS to establish the exact nature of the services to be provided and the associated costs. For MediaOS, one licensed seat is included in each franchise, allowing one person from your organization access for each franchise. Additional seats may be purchased from TownePost at whatever the negotiated rate at the time is. Currently, each seat is approximately $118.00 per month. Such fee may increase from time to time according to the terms and conditions of our contract with MediaOS.

We reserve the right, without limitation, to modify or supplement the hardware or software required in the

operation of the Franchised Business as computer designs and functions change periodically. Such modifications or supplements may require you to make and install substantial changes to the computer system, software, or hardware during the initial term of the Franchise Agreement or any renewal terms in order to efficiently operate the Franchised Business.

We will have the free and unfettered right to retrieve such data and information stored on your hard drive, either internally or externally, and MediaOS, as we deem necessary, desirable, or appropriate. The business information or data that will be collected or generated includes, but is not limited to, sales data, client data, statistics, and income and expense data, including Profit & Losses and Balance Sheets.

Training

We reserve the right to modify the Initial Training Program in our sole discretion. Training is conducted by the TownePost Training Team which consists of Tom Britt (30+ years of experience in the publishing industry) and Jeanne Britt (16 years of experience in operating a business of the type being franchised). Some initial and ongoing training is provided through TownePost University, an online portal to which each franchisee is given access. You must complete the Initial Training Program to our satisfaction prior to the opening of the Franchised Business. In the event you fail to complete the initial training program to our satisfaction, we may terminate the Franchise Agreement.

It is your sole responsibility to hire and train your employees that do not attend the Initial Training Program.

The following table provides an overview of the current training program:

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
MediaOS	8	0	Fishers, IN
Financials	4	0	Fishers, IN
Products and Sales	4	24	Fishers, IN
TOTAL TRAINING HOURS	**16**	**24**	

ITEM 12
TERRITORY

During the initial term of the Franchise Agreement (and any subsequent renewal term), you are granted the right to operate your Franchised Business (two magazines) within a designated Territory. In designating your Territory, we take into account the demographics of the Territory as well as the nature of the operating businesses in the Territory. Your Territory will be defined in Exhibit A to the Franchise Agreement and will be designated by one or more zip codes containing a population of over 50,000 people for multi-unit Franchises.

You must operate a minimum of two (2) magazines within thirty-six (36) months from the date you sign your initial Franchise Agreement. Your initial franchise unit counts toward this minimum requirement. If you fail to execute a franchise agreement for a second franchise unit and open that unit for business within the required 36-month period, we may, at our option:

- Terminate your Franchise Agreement upon 30 days written notice; or
- Assess a fee of $[X] for failure to meet the development obligation; or

- Reduce the size of your protected territory (if applicable)

For Existing Franchisees at Renewal: If you are renewing an existing Franchise Agreement and operate only one (1) magazine unit at the time of renewal, you must execute a franchise agreement for an additional franchise unit and open that unit for business within thirty-six (36) months from your renewal date as a condition of renewal.

Except for the rights expressly reserved to us in this Item 12 and the Franchise Agreement, we will not operate, grant a franchise, license or otherwise authorize any other person or entity to operate, a TownePost Network franchise within your designated Territory. The continuation of your rights in your Territory is dependent on achieving a minimum performance standard described in Section 19(a) of the Franchise Agreement. If sales generated, maintained and closed by you fail to account for at least 50% of the Territory's print advertising revenue during any three (3) consecutive month period (the "Minimum Performance Standard"), we, in our sole discretion, may either (i) serve notice of default to you and provide you a thirty (30) day period to cure such default or (ii) repurchase the Territory from you for an amount equal to the Initial Fee. We will not modify your Territory, except with your written consent.

You are not permitted to modify your Territory without our prior written authorization. We reserve the right to approve or deny your modification request in our discretion based upon, without limitation, our own business judgment, your compliance with the Franchise Agreement, and the proposed modification. In addition, you will be required to pay a Relocation Fee of $5,000.00 if we approve the modification of your Territory, unless the modification decreases your Territory.

You may not mail direct marketing to individuals or businesses located outside of your Territory and you may not solicit advertising from businesses which are located outside of your Territory without prior written permission from us.

You are allowed to cross-sell into other Territories from clients within your Territory, and other franchisees are also allowed to cross-sell into your Territory from clients within their Territories. In addition, we may place national or regional advertising into your publications. Advertising which is sold into your Territory must be placed and ran at the contracted price approved by us. You will be paid a predetermined amount per insertion based on a rate card.

You are prohibited from setting up, maintaining or utilizing an Internet website, home page, or other social media site to sell products and services without our prior written consent. You must not cause or allow the Proprietary Marks to be used or displayed, in whole or in part, as an Internet domain name, or on or in connection with any Internet website, home page, or social media site without our express prior written consent, which we may grant or withhold in our sole discretion. If we provide our consent to such use, then you may only use the Proprietary Marks in such a manner authorized by us and in accordance with our procedures, standards and specifications as established from time to time.

Except as otherwise provided, we retain the right to conduct the following activities under the Franchise Agreement:

- Operate and grant others the right to operate TownePost Network franchises anywhere outside of your Territory;

- Develop, operate and grant others the right to operate any future concepts that are not included within the System at any location anywhere;

- Use and license the use of other proprietary marks or methods which are not a part of the System at any location anywhere;

- Operate any publishing companies (whether under development or already in operation) included in any business acquisition at any location;

- Place national or regional advertising into your publications; and

- Distribute or license the manufacture or distribution of products, regardless of whether such products are authorized for TownePost Network franchises or are distributed or licensed under the Proprietary Marks, through other channels of distribution, including, but not limited to Internet, supermarkets and local grocery stores, airports, train stations, and other similar venues.

You do not receive the right to acquire additional franchises within your area.

ITEM 13
TRADEMARKS

We hereby grant you the right to use the name and mark TOWNEPOST NETWORK®, the mark A TOWNEPOST NETWORK PUBLICATION®, and our registered logo. We are the sole and exclusive owner of the name and mark TOWNEPOST NETWORK®, A TOWNEPOST NETWORK PUBLICATION®, our registered logo, and any other proprietary marks, trade names, logos, and the like ("Proprietary Marks") that we require you to use in the operation of the Franchised Business. You shall not represent in any manner that you have acquired any ownership rights in the Proprietary Marks, and you shall not use any of the Proprietary Marks or any marks, names, or indicia which are, or may be confusingly similar, in your own entity or business name. All goodwill associated with the TownePost Network System and identified by the Proprietary Marks shall inure directly and exclusively to our benefit.

In addition to our common law rights to the Mark, our Mark is federally registered with the United States Patent and Trademark Office as follows:

Service Mark	Serial Number	Application Date	Registration Number	Registration Date	Register
TOWNE POST NETWORK	86463466	November 24, 2014	4900328	February 16, 2016	Principal
TownePost Network	87604871	September 12, 2017	5,458,134	May 1, 2018	Principal
A TownePost Network Publication	87604916	September 12, 2017	5,458,135	May 1, 2018	Principal

There are no currently effective determinations of the USPTO, the trademark administrator of any state, or any court, nor is there any pending interference, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to its use in any state. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state.

You shall use the Proprietary Marks only in such manner as authorized by us, which we may in our sole discretion modify from time to time. Your right to use the Proprietary Marks is derived solely from the Franchise Agreement and is limited to the operation of the Franchised Business pursuant to, and in

compliance with, the Agreement and it does not extend beyond the termination or expiration of the Agreement. You shall not use the Proprietary Marks in connection with offering, selling, or advertising any unauthorized products or services. Any unauthorized use of the Proprietary Marks by you shall constitute a breach of the Franchise Agreement. Any use of the Proprietary Marks other than in accordance with the Franchise Agreement, the Operations Manual or as we otherwise direct in writing, without our prior written consent, is an infringement of our rights therein.

We reserve the right to modify or discontinue use of any Proprietary Mark or use one or more additional or substitute trade or service marks in our sole discretion. If we exercise such right, you must comply with our directions to modify or otherwise discontinue the use of such Proprietary Marks. Any and all expenses or costs you incur in connection with any such new, modified, or replacement Proprietary Marks shall be your sole responsibility. In no event, will we be liable to you for any purported loss or damage to the Franchised Business due to the modification or discontinued use of the Proprietary Marks.

You must notify us immediately upon receiving notice, or being informed, of any infringing or unauthorized use of the System or the Proprietary Marks. We shall have the sole right to handle disputes with third-parties concerning the Proprietary Marks and/or the System and if we undertake the defense or prosecution of any litigation pertaining to the Proprietary Marks, you must sign any documents and do acts and things as may, in our attorneys' opinion, be necessary to carry the defense or prosecution. We are not obligated to defend your right to use the Proprietary Marks or defend you against claims of infringement or unfair competition arising out of your use of the Proprietary Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have not registered any patents, nor do we have any rights in, or licenses to, any patents that are material to the Franchised Business.

We claim common law copyright interest in our written materials and other materials that are critical to the System, including, but not limited to, our Operations Manual, training material, advertising material, website, and other publications. The methods, processes, skills, know-how, techniques, information, trade practices, and other proprietary products and information relating to the development and operation of the Franchised Business is proprietary, confidential, and constitutes our trade secrets ("Confidential Information"). You may not use the Confidential Information in any unauthorized manner and are required to adhere fully and strictly to all confidentiality attached to such information and to exercise the highest degree of diligence in safeguarding it during and after the term of the Franchise Agreement. The unauthorized use or disclosure of Confidential Information will cause us irreparable injury for which damages are not an adequate remedy.

You must sign, and cause your designated manager and employees to sign, the Confidentiality, Non-Disclosure, and Non-Competition Agreement, or a substantively similar agreement approved by us, attached to the Franchise Agreement as Exhibit D.

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

You are required at all times to faithfully, honestly, and diligently perform your contractual obligations, fully exploit your Franchise Agreement rights, and participate personally in, and devote time and best efforts to, the operation, promotion and enhancement of your Franchised Business. In order to operate the Franchised Business, we require that you form a legal entity (i.e., a corporation, limited liability company or other business entity).

Your Franchised Business shall only be operated by you upon successfully completing the initial training to our satisfaction. You may employ a designated manager to assist in overseeing the day-to-day operations of the Franchised Business, but you must also be actively involved in managing the Franchised Business. In the event you employ a designated manager, you must notify us in writing of the designated manager's identity at the time of hire and shall subsequently notify us of any changes in the designated manager's employment status. The designated manager must successfully complete the Initial Training Program to our satisfaction. Other than notifying us of the designated manager's identity and the requirement that the designated manager successfully complete the initial training to our satisfaction, there are no limits on whom you may hire as your designated manager.

You are solely responsible for recruiting, hiring, firing, training, and supervising employees to operate the Franchised Business and the terms and conditions of their employment. We may provide you with standardized interviewing and hiring information, but you are not obligated to use said information in making your hiring decisions. Any material or information related to hiring employees is for informational purposes only and the employees of the Franchised Business will only be your employees and are not in any way our employees or agents.

Each owner, officer, and director of the Franchised Business must execute, as a condition of entering into the Franchise Agreement, a personal guaranty of the obligations under the Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Agreement, including the confidentiality provisions and restrictions on owning interests in, or performing services for, competitive businesses. The Personal Guaranty is attached as Exhibit C of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer services and products that are approved by us and only within your designated Territory. We have the right, without limit, to modify, add, or enhance the types of authorized products and services you are required to offer and sell. You are prohibited from offering any unauthorized products in connection with the Franchised Business or under the Proprietary Marks of the System. In the event you offer or sell any unauthorized products in connection with the Franchised Business or under the Proprietary Marks, we may terminate the Franchise Agreement.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
(a) Length of the franchise term	Section 2	The Initial Term is 10 years.
(b) Renewal or extension of the term of the franchise	Section 2	Provided certain conditions are met, you will have the option to renew the FA for an additional 10-year period. The renewal agreement may contain terms and conditions that are materially different

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
		from those in the original Agreement.
(c) Requirements for franchisee to renew or extend	Section 2	The conditions for renewal require that: i) You provide us with at least one hundred and eighty days' written notice before expiration of the FA of your intent to renew; ii) You are not in default or in violation of the Agreement or any other agreement with us; iii) You have paid all monetary obligations owed to us; iv) You have completed all required additional training; v) You sign the then-current standard FA; and vi) You pay a Renewal Fee equal to $5,000.00 at least 30 days prior to the expiration of the initial term. Your failure or refusal to execute any agreements, instruments, and/or documents we require in connection with such renewal within 30 days after delivery to you shall be deemed an election not to renew the Agreement.
(d) Termination by franchisee	Section 19	You may not terminate the FA prior to the expiration of its Term, except as provided by law.
(e) Termination by franchisor without cause	Not Applicable	We may not terminate the FA without good cause.
(f) Termination by franchisor with cause	Section 19	We may terminate the FA only if you default.
(g) "Cause" defined-curable defaults	Section 19	A curable default is a default in the performance of any of the terms of the FA, other than those calling for immediate termination under the Agreement.
(h) "Cause" defined- non-curable defaults	Section 19	The following occurrences shall constitute non-curable defaults: i) failure to open the Franchised Business and

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
		commence business within 6 months of the Effective Date of the FA; ii) materially false statements or reports in connection with acquiring the Franchised Business or the Agreement; iii) failure to operate the Franchised Business for 45 consecutive days, unless such failure to operate is due to an event beyond your control; iv) the sale or offering for sale any products or services which have not been previously approved by us in writing, or which have been subsequently disapproved; v) use of the Proprietary Marks in an unauthorized manner; vi) disclosure of any Confidential Information; vii) violation of the in-term covenant not to compete; viii) violation of any transfer or assignment provision; ix) failure to operate the Franchised Business in strict compliance with all applicable civil and criminal laws, ordinances, rules, regulations and orders of governmental authorities; x) receipt of more than three (3) valid notices of default of the Agreement in the same 12-month period, regardless of whether previous defaults have been cured; xi) conviction of any felony or crime of moral turpitude regardless of the nature thereof, or any other crime or offense relating to the operation of the Franchised Business; xii) engaging in any conduct which reflects materially and unfavorably

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
		upon the operation of the Franchised Business or the TownePost Network System generally; xiii) bankruptcy related events; or xiv) seizure or foreclosure of the Franchised Business by a government official in the exercise of his duties or by a creditor, lien holder, or lessor which remains unsatisfied for 30 days.
(i) Franchisee obligations on termination/non-renewal	Section 20	You must comply, at your expense, with each of the following obligations: i) immediately cease to operate the Franchised Business; ii) not directly or indirectly represent or give the impression to the public that you are a present or former franchisee or were in anyway connected to the TownePost Network System; iii) pay all amounts due to us, including actual and consequential damages, costs, and expenses incurred by us as a result of the default; iv) return the Operations Manual, other proprietary information, and all trade secrets and confidential materials owned or licensed by us; v) return or discontinue use of all forms, advertising materials, marks, devises, insignias, slogans, designs, signs, trade dress, and any computer systems including proprietary software and/or hardware; vi) cease to use any methods, procedures, or techniques associated with the TownePost Network System in which we have a proprietary right, title, or interest; vii) discontinue the

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
		use of all copyrights, Proprietary Marks, trade names and patents associated with the operation of the Franchised Business; viii) take such action as may be necessary to cancel any fictitious, trade, or assumed name or equivalent registration that contains any Proprietary Marks or any variations thereof, and transfer and assign all telephone numbers to us; and ix) strictly comply with all other provisions of the FA pertaining to post-termination obligations, including, without limitation, the post-term covenant not-to-compete, the obligation of non-disclosure of Confidential Information, and the obligation of non-solicitation of our employees.
(j) Assignment of contract by franchisor	Section 18	We have the right to assign the FA and any or all of its rights, obligations and privileges to any other person, firm or corporation without your prior consent. There is no restriction on our right to do so.
(k) "Transfer" franchisee defined	Section 18	A transfer, assignment, or division, whether voluntarily, involuntarily, or by operation of law, of any interest in the FA, any ownership interest in the business entity, or a transfer of any of your rights or obligations under the Agreement.
(l) Franchisor approval of transfer by franchisee	Section 18	You may not transfer the Franchised Business without our prior approval which may be granted or withheld in our discretion.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
(m) Conditions for franchisor approval of transfer	Section 20	The conditions for our approval of a transfer, which may be granted or withheld in our discretion, are: i) you first notified us in writing of any bona fide proposed transfer so that we could exercise our right of first refusal; ii) the transferee meets the then-current standards and requirements; iii) transferee shall either assume the FA and expressly assume and agree to perform such obligations as a TownePost Network franchisee under the Agreement or execute the then-current form of the FA; iv) transferee completes the Initial Training Program to our satisfaction; v) you pay all amounts due to us and cure all breaches of the Agreement and any other agreement between you and us; vi) you have complied with all material obligations under the Agreement or any other agreement or arrangement with us; and vii) either you or transferee pay a transfer fee in the amount of 20% of the then-current initial fee.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 20	We have the right to match any offer to purchase the Franchised Business. All offers must first be submitted to us in writing and must set forth a complete description of all terms, conditions and fees of the proposed transfer. Within 30 days after our receipt of such notice, we may exercise our right of first refusal and accept the offer upon the terms and conditions specified in the notice.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
(o) Franchisor's option to purchase franchisee's business	Section 20	We have the right, but not the obligation, to purchase some or all of the products and supplies at the Franchised Business and the equipment, furnishings, fixtures, or signs which bear the Proprietary Marks for either your cost or Fair Market Value, whichever is less, within 30 days of the Termination Date or the Expiration Date.
(p) Death or disability of franchisee	Section 18	Upon Franchisee, or if franchisee is an entity, its owners, officers, directors, or guarantors,' death or permanent disability, the executor, administrator, conservator or other personal representative shall transfer the interest in the FA or the ownership interest therein within a reasonable time, not to exceed 6 months from the date of death or permanent disability to a third party approved by us.
(q) Non-competition covenants during the term of the franchise	Section 17	Franchisee, or if franchisee is an entity, its owners, officers, directors, or guarantors, shall not, either directly or indirectly, as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, employee, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise, engage in any other Competitive Business or open any Competitive Business anywhere within your Territory other than as a TownePost Network franchisee.
(r) Non-competition covenants	Section 17	Franchisee, or if franchisee is

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
after the franchise is terminated or expired		an entity, its owners, officers, directors, or guarantors, except as otherwise approved in writing by Franchisor, shall not, for a period of 3 years commencing upon the date of (a) a transfer permitted under the FA; (b) expiration of the Agreement; (c) termination of the Agreement (regardless of the cause for termination); (d) a final order of a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of the covenants not to compete; or (e) any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that: (i) offers or sells advertising for digital and/or print magazines and/or newspapers or publishes magazines or newspapers of any kind or offers services or products that are the same as or similar to the services or products being offered by TownePost Network under the System ("Competitive Business"); and (ii) is, or is intended to be, located at or within the Franchisee's Territory.
(s) Modification of the Franchise Agreement	Section 24	No amendment, change, or variance from the FA shall be binding upon either you or us except by mutual written agreement.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE AGREEMENT**	**SUMMARY**
(t) Integration/merger clause	Section 26	Only the terms of the FA and other related written agreements are binding, subject to state law. Any other representations or promises outside of the Franchise Disclosure Document or FA may not be enforceable.
(u) Dispute resolution by arbitration or mediation	Section 22	Except for certain claims outlined in the FA, all controversies, disputes, claims, causes of action and/or alleged breaches or failures to perform obligations ("Claims") arising out of or related to the FA; the relationship of the parties; the validity of the FA; or any aspect of the Franchised Business shall first be submitted by the parties to non-binding mediation.
(v) Choice of forum	Section 22	If the parties first submit any Claims to mediation, and such Claims are unable to be resolved through mediation, then either party may initiate a suit, action or legal proceeding; provided, however, that such suit, action, or legal proceeding shall only be brought in the State or Federal courts whose jurisdiction encompasses the location of our then-current principal office.
(w) Choice of Law	Section 22	The FA shall be interpreted under the laws of the State of Indiana.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise, control or manage the franchisor, or invest in the franchisor.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The below table provides the average monthly revenue, expenses, and profit for the fiscal year ending December 31, 2023 for the seventeen (17) franchised locations that were in operation during the 2023 fiscal year. Fourteen (14) of the franchised locations are located in Indiana and three (3) of the franchised locations are located in Kentucky.

The territory where your franchise is located may be in a smaller community and as a new franchisee, the results achieved by these franchise locations may not be typical for your franchise. Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much. If you rely upon these figures, you must accept the risk of not doing as well. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Franchised Locations	Amount
Average Gross Revenue	$269,030.56
Median Gross Revenue	$234,282.40
Average Gross Expenses	$151,761.12
Median Gross Expenses	$136,612.32
Average Net Profit	$117,875.94
High Net Profit	$207,043.09
Low Net Profit	$40,981.63
Median Net Profit	$92,758.67

Franchised Locations	Amount
Average Gross Revenue	$269,030.56
Median Gross Revenue	$234,282.40
Average Gross Expenses	$151,761.12
Median Gross Expenses	$136,612.32
Average Net Profit	$117,875.94
High Net Profit	$207,043.09
Low Net Profit	$40,981.63
Median Net Profit	$92,758.67

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to us by contacting Jeanne Britt at 8800 North Street,

Suite 117, Fishers, IN 46038, or by telephone at 317-810-0011.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. l
System Wide Outlet Summary
For 2022 - 2024

SYSTEM WIDE OUTLET SUMMARY				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	17	18	+1
	2023	18	18	0
	2024	19	19	0
Company Owned Outlets	2022	1	0	-1
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	18	18	0
	2023	18	18	0
	2024	19	19	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners
for 2022 - 2024

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS		
	Year	Number of Transfers
Total All States	**2022**	**0**
	2023	**4**
	2024	**1**

Table No. 3
Status of Franchised Outlets
for 2022 – 2024

STATUS OF FRANCHISED OUTLETS								
State	Year	Outlets at Start of the Year	Outlets Opened	Terminated	Non-renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at the End of the Year
Indiana	2022	14	1	0	0	1	0	15
	2023	15	0	0	0	0	0	15
	2024	16	0	0	0	0	0	16
Kentucky	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Total	2022	17	1	0	0	1*	0	18
	2023	18	0	0	0	1*	0	18

STATUS OF FRANCHISED OUTLETS								
State	Year	Outlets at Start of the Year	Outlets Opened	Terminated	Non-renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at the End of the Year
	2024	19	0	0	0	0	0	19

*One of our Franchisees was reacquired and subsequently sold to West Design Build, LLC.
* One of our Franchisees was reacquired and subsequently sold to Blue Theory Management, LLC.

Table No. 4
Status of Company Owned Outlets
For 2022 – 2024

STATUS OF COMPANY OWNED OUTLETS							
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Total All States	**2022**	**2**	**0**	**1**	**1**	**1**	**1**
	2023	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings
as of December 31, 2024

PROJECTED OPENINGS			
State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Indiana	1	3	0
Total	**1**	**3**	**0**

Exhibit C to this Disclosure Document is a list of our franchises and outlet owners as of the end of our last fiscal year and the addresses and telephone numbers of their TownePost Network franchises.

Exhibit D is the name, city and state, and current business telephone number of the franchisees who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the TownePost Network System, during the last fiscal year, or who have not communicated with us within ten (10) weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no trademark-specific franchisee organizations associated with the TownePost Network System that have been either: (i) created, sponsored, or endorsed by us, or (ii) incorporated or otherwise organized under state law and which have asked us to be included in our disclosure document during the next fiscal year.

No franchisees have signed confidentiality clauses during our last three (3) fiscal years.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as **Exhibit F** is our audited financial statements for the last three fiscal years ending December 31. Unaudited financial statements as of July 17, 2025 are included.

ITEM 22
CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document in the pages immediately following:

Exhibit A – List of State Administrators

Exhibit B – Franchise Agreement and Exhibits

Exhibit C – List of Current Franchisees

Exhibit D -- List of Franchisees Who Have Left the System

Exhibit E – Operations Manual-Table of Contents

Exhibit F – Financial Statements

Exhibit G – List of Agents for Service of Process

Exhibit H – State Specific Disclosures and State Specific Addenda to Agreements

Exhibit I – Form of Franchise Compliance Certification

Exhibit J -- Disclosure Document Receipt (last page of Disclosure Document)

ITEM 23
RECEIPT

Exhibit J to this Disclosure Document contains two (2) receipt pages by which you acknowledge your receipt of this Disclosure Document. One of the copies is for your records. The other one must be signed, dated and returned to us at TownePost Network, Inc. at 8800 North Street, Suite 117, Fishers, IN 46038.

EXHIBIT A
LIST OF STATE ADMINISTRATORS

State offices administering franchise disclosure laws:

California: Franchise Division Department of Corporations 1515 K Street Sacramento, California 95814-4052 (916) 445-7205	North Dakota: Franchise Division Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, North Dakota 58505 (701) 328-2910
Hawaii: Franchise & Securities Division State Department of Commerce P.O. Box 40 Honolulu, Hawaii 96813 (808) 586-2722	Oregon: Corporate Securities Section Department of Insurance & Finance Labor & Industries Building Salem, Oregon 97310 (501) 378-4387
Illinois: Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Rhode Island: Franchise Office Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903 (401) 222-3048
Indiana: Franchise Division Office of Secretary of State 302 West Washington Street Room E111 Indianapolis, Indiana 46204 (317) 232-6681	South Dakota: Franchise Office Division of Securities 910 East Sioux Avenue Pierre, South Dakota 57501 (605) 773-4013
Maryland: Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Virginia: Franchise Office State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051
Michigan: Consumer Protection Division Franchise Section P.O. Box 30213 Lansing, Michigan 48909 (517) 373-7117	Washington: The Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760
Minnesota: Department of Commerce, Securities Unit 85 Seventh Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	Wisconsin: Franchise Office Wisconsin Securities Commission P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-3364

New York: Franchise & Securities Division State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	

The Address of the United States Federal Trade Commission is:
Federal Trade Commission
Washington D.C. 20580

EXHIBIT B
FRANCHISE AGREEMENT

TOWNEPOST NETWORK INC.
An Indiana Corporation

®

8800 North Street, Suite 117
Fishers, IN 46038
317-810-0011
www.townepost.com
tom@townepost.com

Unit Franchise Agreement

Franchisee:
Date:
Franchised Location:

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EXHIBITS

Exhibit A – Territory
Exhibit B – Ownership Verification
Exhibit C – Personal Guaranty
Exhibit D – Sample Confidentiality, Non-Disclosure and Non-Competition Agreement
Exhibit E – Electronic Funds Transfer Form

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is effective as of _____ ("Effective Date") by and between TownePost Network, Inc., an Indiana Corporation ("Franchisor") _____ _____ and ("Franchisee").

RECITALS

Franchisee hereby acknowledges receipt of the TownePost Network, Inc. ("TownePost Network") Franchise Disclosure Document, including a copy of this Franchise Agreement ("Agreement"), containing all of its material terms, at the earlier of: (i) 14 calendar days before signing this Agreement or any related agreement(s); or (ii) 14 calendar days before any payment was made by Franchisee to Franchisor.

This Agreement is concerned with the offer and sale of a franchise for the establishment and operation of a TownePost Network franchise ("Franchised Business"), two monthly magazines within a defined exclusive Territory. Your primary responsibility as a franchisee will be to manage the day-to-day operations of publishing the magazine, including, but not limited to, selling advertising, soliciting newsworthy stories, overseeing editorial and the final design of your magazine. The proprietary training and programs for establishing and operating a franchise; the Confidential Operations Manual; sample contracts, agreements, and other template documents; training curriculum; and any other information, tangible and intangible, whether spoken, printed, electronic or any other form or medium provided to Franchisee by Franchisor during the Term of this Agreement (the "System") may be improved, further developed, or otherwise modified by Franchisor in its sole discretion from time to time.

Franchisee hereby acknowledges that Franchisor owns the System for TownePost Network and Franchisee aspires to obtain a franchise to operate the Franchised Business utilizing the System. Franchisee has submitted an application and other pertinent information, including any financial information requested by Franchisor, to Franchisor, which fully and truthfully set forth the information therein, and Franchisee has further advised Franchisor of all persons who will hold interests in the franchise. Franchisee acknowledges that Franchisor is relying upon such information, including the business skill, financial capacity, and character of Franchisee and its principals, in granting Franchisee a license to operate a TownePost Network franchise.

Franchisee hereby acknowledges that Franchisee has read this Agreement and accepts the terms, conditions, and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of quality and service in order to protect and preserve the trademarks and goodwill associated therewith.

Franchisee acknowledges that success or failure of its TownePost Network franchise will depend in large part upon its skills and abilities, competition from other businesses, and other economic and business factors.

THEREFORE, Franchisor and Franchisee, intending to be legally bound, for and in consideration of the covenants hereinafter following, do covenant and agree:

1. GRANT OF LICENSE

Upon the terms and conditions of this Agreement, Franchisor hereby grants Franchisee the right to use the Proprietary Marks and System and to operate a TownePost Network franchise. Franchisee agrees to operate the Franchised Business in accordance with the System and this Agreement. In order to operate a TownePost Network franchise, Franchisee is required to form a legal entity (i.e., a corporation, limited liability company or other business entity) and complete the Ownership Verification Form

attached as **Exhibit B**. Franchisee shall not open the Franchised Business for business without written authorization from the Franchisor or to change the Territory of the Franchised Business thereafter without prior written authorization from the Franchisor.

In all dealings with third parties, including, without limitation, customers, employees, and suppliers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity operating under a franchise granted by TownePost Network, Inc. Franchisee shall submit all applications and enter into all contracts in its designated corporate name or such other fictitious names, which have been approved by Franchisor. Nothing in this Agreement is intended by the parties to create a fiduciary relationship between them, nor to constitute Franchisee or Franchisee's employees or contractors as an agent, legal representative, subsidiary, joint venture, partner, or employee of Franchisor for any purpose whatsoever. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, warranty, or representation or to create or imply any obligation on behalf of Franchisor.

Franchisee's Owners, officers, and directors, as a condition of entering into this Agreement, must execute a personal guaranty in favor of Franchisor in the same form, or substantially similar form, as the personal guaranty attached to this Agreement as **Exhibit C**.

2. TERM AND RENEWAL

(a) Initial Term.

The term of this Agreement shall begin on the date first set forth above and shall expire on the date that is ten (10) years after the Effective Date (the "Initial Term").

(b) Renewal Term.

Upon expiration of this Agreement, Franchisee shall have the option to renew the Agreement for an additional ten (10) year period. The conditions for renewal require that:

- Franchisee provides Franchisor with at least one-hundred and eighty (180) days' written notice before expiration of this Agreement of their intent to renew;
- Franchisee is not in default or in violation of this Agreement or any other agreement with Franchisor;
- Franchisee has paid all monetary obligations owed to Franchisor;
- Franchisee has completed all required additional training;
- Franchisee signs the then-current standard Franchise Agreement which may contain terms and conditions that are materially different from those in the original Agreement; and
- Franchisee pays a Renewal Fee equal to $5,000.00 at least thirty (30) days prior to the expiration of the initial term.

If Franchisee does not comply with the conditions for renewal, Franchisee agrees that Franchisor shall be deemed to have good cause to refuse to renew the Agreement. Failure or refusal by Franchisee to execute any agreements, instruments, and/or documents required by Franchisor in connection with such renewal within thirty (30) days after delivery to Franchisee shall be deemed an election by Franchisee not to renew the Agreement.

3. INITIAL FEES

In consideration of the grant of the franchise by Franchisor, Franchisee agrees to pay an Initial Franchise Fee of $70,000 (the "Initial Fee"), which is payable in full upon execution of this Agreement. The Initial Fee is fully earned by Franchisor when Franchisee signs the Franchise Agreement and it is only refundable in the event the Franchise Agreement is terminated because Franchisee fails to open the Franchised Business within six (6) months of executing the Franchise Agreement. If the Agreement is terminated under these circumstances, Franchisor will refund Franchisee 25% of the Initial Fee that was paid to the Franchisor.

The Initial Franchise Fee includes the Magazine Launch program which consists of the two (2) days of training, 500 business cards, 500 printed media kits for Franchisee's Territory, business leads for Franchisee's CRM, and a two (2) month digital campaign announcing Franchisee's franchise to local businesses.

4. TERRITORY

(a) Territory

During the initial term of this Agreement (and any subsequent renewal term), and provided Franchisee is not in default of this Agreement or any other agreement between Franchisor and Franchisee, Franchisor shall not open for business to the public, grant a franchise, license or otherwise authorize any other person or entity to open for business, a TownePost Network franchise within the area designated on the attached **Exhibit A** (the "Territory"). The continuation of Franchisee's rights in its Territory is dependent on Franchisee maintaining the Minimum Performance Standard (as defined in Section 19(a)).

(b) Development requirement.

Franchisee must develop, open, and operate a minimum of two (2) magazines within thirty-six (36) months from the Effective Date of this Agreement. The franchise unit granted under this Agreement counts toward the minimum development obligation.

(c) Cross-Selling.

Franchisee will be allowed to cross-sell into other Territories from clients within Franchisee's Territory, and other Franchisees are also allowed to cross-sell into Franchisee's Territory from clients within their Territories. In addition, Franchisor may place national or regional advertising into Franchisee's publications. Advertising which is sold into Franchisee's Territory must be placed and ran at the contracted price approved by Franchisor. Franchisee will be paid a predetermined amount per insertion based on a rate card.

(d) Rights Reserved

Except as otherwise provided, Franchisor retains the right to:

- Operate and grant others the right to operate a TownePost Network anywhere outside of the Territory;
- Develop, operate and grant others the right to operate any future concepts that are not included within the System at any location anywhere;
- Use and license the use of other proprietary marks or methods which are not a part of the System at any location anywhere;

- Operate any magazines and/or publishing companies (whether under development or already in operation) included in any business acquisition at any location;

- Place national or regional advertising into your publications; and

- Distribute or license the manufacture or distribution of products, regardless of whether such products are authorized for TownePost Network franchises or are distributed or licensed under the Proprietary Marks, through other channels of distribution, including, but not limited to Internet, supermarkets and local grocery stores, airports, train stations, and other similar venues.

5. SITE SELECTION

Franchisee may operate the Franchised Business from a home office and is not required to select a site or lease office space in order to open the Franchised Business. However, it is recommended that you secure a month-to-month office space of no more than five hundred (500) square feet in a shared office environment which contains a conference room for client meetings and presentations. Franchisor will not provide you with assistance in selecting or leasing office space and Franchisee does not need pre-approval from Franchisor to enter into any such lease if Franchisee chooses to do so.

6. OPENING AND OPERATION OF THE FRANCHISED BUSINESS

(a) Opening of the Franchised Business

Franchisee shall not open the TownePost Network franchise for business without written authorization from the Franchisor. Franchisee must open the Franchised Business to the public within six (6) months after executing this Franchise Agreement, unless otherwise authorized in writing by the Franchisor. In the event, Franchisee fails to open the Franchised Business within the specified time period, Franchisor may terminate this Franchise Agreement. If the Agreement is terminated under these circumstances, Franchisor will refund Franchisee 25% of the Initial Fee that was paid to the Franchisor.

(b) Operation of the Franchised Business

The Franchised Business shall only be operated by Franchisee upon successfully completing the initial training to the satisfaction of the Franchisor. Franchisee may employ a designated manager to assist in overseeing the day-to-day operations of the Franchised Business, but Franchisee must also be actively involved in managing its TownePost Network franchise. Franchisee shall notify Franchisor in writing of the designated manager's identity at the time of hire, and shall subsequently notify Franchisor of any changes in the designated manager's employment status.

Franchisee is solely responsible for recruiting, hiring, firing, training, and supervising employees to operate the Franchised Business and the terms and conditions of their employment. Franchisor may provide Franchisee with standardized interviewing and hiring information, but Franchisee is not obligated to use said information in making its hiring decisions. Franchisee acknowledges and agrees that any material or information related to hiring employees is for informational purposes only and Franchisee acknowledges that the employees of the Franchised Business will only be employees of Franchisee and are not employees or agents of the Franchisor.

Franchisee shall operate the Franchised Business in accordance with the standards, specifications, and procedures set forth in the Operations Manual and shall comply with any modifications to the standards, specifications, and procedures in the Operations Manual, or as otherwise directed in writing by the Franchisor. If, in the Franchisor's judgment, the Franchised Business is not being managed properly, the Franchisor may, but need not, assume the Franchised Business's management. All funds from the Franchised Business's operation while the Franchisor assumes its management will be kept in a separate

account, and all of the Franchisor's expenses will be charged to this account, including all travel, food, and lodging expenses incurred in the course of providing such services. Franchisor may charge Franchisee, in addition to the Royalty Fee due under this Agreement, a reasonable management fee designated by the Franchisor, plus the Franchisor's direct out-of-pocket costs and expenses for managing the Franchised Business. In the event the Franchisor assumes management of the Franchised Business, the Franchisor has a duty to utilize only reasonable efforts and will not be liable to Franchisee for any debts, losses or obligations the Franchised Business incurs, or to any of Franchisee's creditors.

7. TRAINING

(a) Initial Training

Franchisor will provide Franchisee with mandatory initial training approximately two (2) months before the Launch Date of the Franchised Business, or at some other time authorized in writing by Franchisor. The Initial Training Program consists of a one-week training program utilizing on-the-job training. Franchisee and its initial staff must attend the training program at Franchisor's location in Fishers, Indiana, or any other location designated by Franchisor in its sole discretion. The cost of the Initial Training Program for Franchisee and up to three (3) individuals of its initial staff, is covered by the Initial Fee. However, Franchisee will be responsible for all travel, lodging, meals, and other expenses Franchisee and its staff incur in attending the training program. If more than four (4) individuals, including Franchisee, attend training for the Franchised Business, then Franchisee must pay a training fee of $800.00 per person, plus all travel, lodging, meals, and other expenses, including wages if applicable, that are incurred in attending the training program. Additionally, Franchisor will provide Franchisee with one day of on-site training.

Franchisor may, in its sole discretion, provide Franchisee with additional on-site training as requested or needed by Franchisee. If such additional on-site training is provided, then Franchisee must pay Franchisor the additional on-site training fee of $800.00 per day, as well as, Franchisor's travel and lodging expenses.

Franchisee must complete the initial training program to the Franchisor's satisfaction prior to the opening of the Franchised Business. In the event Franchisee fails to complete the initial training program to the Franchisor's satisfaction, Franchisor may terminate this Agreement.

(b) Additional Training

Franchisor reserves the right to require Franchisee to participate in ongoing and/or mandatory additional training. Franchisor may, in its sole discretion, charge a fee for participating in such additional training. Franchisee will be responsible for all travel, lodging, meals, and other expenses incurred by Franchisee in attending the additional training.

8. OPERATIONS MANUAL

Franchisor shall loan Franchisee one copy of the confidential Operations Manual during the initial term of this Franchise Agreement and any renewal terms. The requirements of the Operations Manual shall govern the operation of the Franchised Business. The standards and specifications are based upon Franchisor's experience operating a business of the type being franchised and best practices in the industry. Franchisor may modify the requirements and the Operations Manual at any time and in its sole discretion as it deems necessary. Franchisee shall operate the Franchised Business in accordance with the standards, specifications, and procedures set forth in the Operations Manual and shall comply with any modifications to the standards, specifications, and procedures in the Operations Manual, or as otherwise directed in writing by the Franchisor. Franchisee acknowledges and agrees that any such modifications, revisions, additions, amendments, deletions and supplements are reasonable and

necessary and understands and acknowledges that compliance with such modifications, revisions, additions, amendments, deletions and supplements may require Franchisee to incur increased costs.

9. AUTHORIZED PRODUCTS AND APPROVED SUPPLIERS

(a) Authorized Products

Franchisee shall only offer authorized services and products from the Franchised Business. Franchisor has the right, without limit, to modify, add, or enhance the types of authorized products and services Franchisee is required to offer. Franchisee is prohibited from offering any unauthorized products from the Franchised Business or under the Proprietary Marks of the System. In the event Franchisee offers or sells any unauthorized products from the Franchised Business or under the Proprietary Marks, Franchisor may terminate this Agreement.

(b) Approved Suppliers

Franchisee shall purchase all products necessary for the operation of the Franchised Business from distributors and suppliers designated and approved by the Franchisor, which may include and be limited to, the Franchisor. Franchisor is currently the only approved supplier for prepress design services, including, but not limited to, the production and layout of each publication and Franchisee is required to purchase this service from Franchisor. The list of Approved Suppliers is contained within the Operations Manual that will be provided to Franchisee.

Franchisee may request to obtain approval for a new supplier by submitting such request, including the basis for the request, in writing to Franchisor. Franchisee's request should include comparative pricing, the reasons the request should be approved, and a product sample if applicable. Franchisee will be required to pay the costs incurred by the Franchisor for testing samples and evaluating the potential new supplier or a fee of $500.00, whichever is greater. Supplier approval is made on a case-by-case basis, and determined by the Franchisor, in its sole discretion, utilizing the Franchisor's standards for quality, sustainability, pricing, consistency, and reliability. The factors that will be considered in evaluating potential new suppliers are: i) paper costs; ii) ink costs; iii) labor costs; iv) shipping costs; v) turnaround time; and vi) quality. Once a supplier has been approved, the supplier will be added to the list of Approved Suppliers and written notice of the approval shall be given to Franchisee. Franchisor reserves the right to deny or revoke its approval of any suppliers that fail to maintain the Franchisor's standards and criteria for suppliers. Franchisee shall be notified of such changes and is responsible for immediately terminating its relationship with a supplier if the supplier's approval is revoked.

10. COMPUTER AND SOFTWARE REQUIREMENTS

Franchisee is required to purchase a laptop computer, iPad or other tablet device, or a desktop computer running Windows or Apple iOS, and maintain Internet access in order to operate the Franchised Business. A third-party vendor will be utilized to provide ongoing maintenance, repairs, upgrades or updates to the computer systems, hardware, or software, at Franchisee's expense, and it is Franchisee's responsibility to ensure that the required computer systems, hardware, or software are up-to-date and functioning properly. Additionally, Franchisee must use MediaOS for its proposals, contracts and billing. From time to time, Franchisor may elect to modify or otherwise change your obligation to contract with MediaOS. In the event of such change, Franchisor will provide notice to Franchisee and provide Franchisee an opportunity to provide input regarding the intended change. However, Franchisor reserves the absolute sole discretion to determine which service provider Franchisee is required to engage to provide integrated sales, production, and accounting services.

Franchisor will negotiate directly with MediaOS to establish the exact nature of the services to be provided and the associated costs. One licensed seat is included in each franchise, allowing one person

from Franchisee's organization access for each franchise. Additional seats may be purchased from Franchisor at whatever the negotiated rate at the time is. Such fees may increase from time to time according to the terms and conditions of Franchisor's contract with MediaOS.

Franchisor reserves the right, without limitation, to modify or supplement the hardware or software required in the operation of the Franchised Business. Franchisee acknowledges and agrees that computer designs and functions change periodically, and that Franchisee may be required to make and install substantial modifications to the computer system, software, or hardware during the initial term of this Franchise Agreement or any renewal terms in order to efficiently operate the Franchised Business.

Franchisee acknowledges and agrees that Franchisor will have the free and unfettered right to retrieve such data and information stored on Franchisee's hard drive, either internally or externally, as Franchisor deems necessary, desirable, or appropriate. The business information or data that will be collected or generated includes, but is not limited to, sales data, client data, statistics, and income and expense data, including Profit & Losses and Balance Sheets.

11. INSPECTIONS

Franchisee will operate the TownePost Network franchise using the System and in compliance with all of the terms of this Agreement, the Operations Manual, and as otherwise directed in writing by the Franchisor. Franchisor may, without prior notice to the Franchisee, inspect the Franchised Business to determine compliance with the Franchisor's standards and specifications. Franchisee acknowledges and agrees that Franchisor's personnel or designated agent have the right to inspect the operations of the Franchised Business, evaluate the services and items sold, audit the Franchise Business, and engage in all other activities that are necessary to determine that the Franchised Business is being operated in accordance with the terms of this Agreement, the Operations Manual, and as otherwise directed in writing by the Franchisor. Franchisee agrees to remedy any defects, deficiencies, or unsatisfactory conditions discovered at the Franchised Business, no later than fourteen (14) days after receiving written notice from the Franchisor, unless the item is related to public safety, in which case the item will be required to be remedied as soon as practicable.

12. FEES

(a) Definition of Gross Sales

The term "Gross Sales" for purposes of determining the amount due to the Franchisor is defined to include the total revenues derived by the Franchised Business from all sales, whether for cash, check, credit, barter, or otherwise, without reserve or deduction for inability or failure to collect the same and whether such business is conducted in compliance with, or in violation of, the terms of the Franchise Agreement. Gross Sales does not include refunds to customers, credits, discounts or the amount of any sales taxes or other similar taxes that you might be required to collect, and do collect, from customers to be paid to any federal, state, or local taxing authority.

(b) Royalty Fees

Franchisee shall pay to Franchisor a monthly Royalty Fee of ten percent (10%) of Franchisee's total monthly Gross Sales of the Franchised Business with a Minimum Royalty Fee of $750.00. However, the Minimum Royalty Fee will not be in effect during the first twelve (12) Accounting Periods. The Royalty Fee for each month must be received by Franchisor no later than the fifteenth (15th) day of the month following each Accounting Period. The term "Accounting Period" shall mean a one-month period beginning on the first (1st) day of each month and ending on the last day of the month, respectively. In the event that the Franchised Business is opened on a day other than the first day of the month, then the first (1st) Accounting Period shall include any days from and including the Opening

Date through the end of that month.

The Royalty Fee shall be paid by electronic funds transfer ("EFT") from Franchisee's bank account through an automatic debit system. Franchisee must maintain a balance in its account sufficient to allow Franchisor to collect amounts owed to it when due. In the event there are insufficient funds to collect the amounts owed to Franchisor, Franchisee will be charged an additional fee of Twenty-Five Dollars ($25) for each EFT attempt that was unsuccessful, plus reimbursement of any costs Franchisor incurred from the bank due to the insufficient funds. Franchisee is required to sign the EFT Form attached as **Exhibit E** and any other required documents to authorize Franchisee's bank to transfer either electronically or through some other method of payment designated by Franchisor directly to Franchisor's account and to charge Franchisee's account for all amounts due to Franchisor from Franchisee. If Franchisee has not established an account for ACH/debt payments as of the execution date of this Agreement, Franchisee shall establish such account and provide the information to Franchisor before attending Initial Training.

During the term hereof and all renewal terms, Franchisee shall deliver to Franchisor a report of the Gross Sales of the Franchised Business twice a month. Franchisee must deliver said report by the first (1st) and fifteenth (15th) of each month and the report shall be in a form specified by Franchisor, which shall fully disclose all information requested. Franchisee shall supply, upon Franchisor's written request, documentation supporting the information disclosed on the reports.

(c) Technology Fees.

At this time, Technology Fees are not being charged for website updates, social media posts, and day-to-day oversight of your digital advertising inventory. Franchisor may, in its sole discretion, establish a "Technology Fund" and require Franchisee to contribute on a monthly basis up to two percent (2%) of Franchisee's total monthly Gross Sales of the Franchised Business upon ten (10) days' prior written notice to Franchisee.

(d) National Marketing Fund

At this time, Franchisor has not established a National Marketing Fund ("Marketing Fund") for national or regional advertising of the TownePost Network System. Franchisor may, in its sole discretion, establish a Marketing Fund at any time and require Franchisee to contribute on a monthly basis up to two percent (2%) of Franchisee's total monthly Gross Sales of the Franchised Business upon ten (10) days' prior written notice to Franchisee. If a Marketing Fund is established, Franchisor may, in its sole discretion, decide to terminate or suspend the Marketing Fund at any time, or increase the amount of the required contribution upon written notice to Franchisee. If a Marketing Fund is established, company-owned TownePost Networks may, but shall not be obligated to, contribute to the Marketing Fund on the same basis as franchisees.

If a Marketing Fund is established, Franchisor shall have the exclusive right to direct all marketing programs financed by the Marketing Fund, including the right to control the creative concepts, materials, and endorsements. Franchisor shall have the right to determine the geographic market, media placement, and allocation of the Marketing Fund and would have no obligation to administer any future Marketing Fund in such a manner as to ensure that expenditures by the Marketing Fund in any geographic area are proportionate or equivalent to contributions to the Marketing Fund by TownePost Network franchisees operating in any geographic area or that Franchisee would benefit directly or in proportion to Franchisee's contribution to the Marketing Fund, from the conduct of marketing programs, or the placement of advertising.

If a Marketing Fund is established, it may be used to pay the costs of preparing and producing video, audio, and printed marketing materials; administering multi-regional and national marketing programs,

including; purchasing television, radio, magazine, billboard, newspaper, and other media advertising; employing advertising agencies and/or public relations firms to assist with marketing and advertising; and providing marketing materials to franchisees. The Marketing Fund may also be used to meet any and all costs reasonably related and incident to administering the Marketing Fund and its related programs, including administrative costs. Under no circumstance will Franchisor use the Marketing Fund to solicit new franchisees.

If a Marketing Fund is established, it shall be accounted for separately from Franchisor's other funds, but the Marketing Fund would not be a trust or escrow account, and Franchisor would have no fiduciary obligations to its franchisees with respect to the Marketing Fund or with the moneys collected. Franchisor would be permitted to spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Marketing Fund in that year. Any part of the Marketing Fund contributions that were not spent during the fiscal year would remain in the Marketing Fund to be used in the next fiscal year. An unaudited statement of moneys collected and expenditures made by the Marketing Fund would be prepared annually and provided to Franchisee upon written request.

At this time, there are no Franchise Advisory Council or any local or regional advertising cooperatives. However, Franchisor reserves the right to establish advertising councils and cooperatives of TownePost Network franchisees, to advise and consult Franchisor in connection with the establishment, modification, continuance, or other decisions or considerations affecting marketing programs. In the event Franchisor establishes said councils and cooperatives, Franchisor will have the exclusive right to determine their organizational structure and manner of operation.

(e) Local Advertising

At this time, Franchisee is not required to spend a minimum amount on local advertising. However, Franchisor reserves the right to require Franchisee to conduct local advertising within Franchisee's Territory and to spend an amount up to 2% of the Franchised Business's monthly Gross Sales on such advertising. Upon Franchisor's request, Franchisee must substantiate local advertising expenditures by supplying such information Franchisor may require from time to time, including but not limited to paid advertising invoices and like documentation. Franchisee may create and use its own marketing and advertising materials to advertise the Franchised Business, but the content must be submitted to, and pre-approved in writing, by Franchisor before such materials are used. Franchisor reserves the right to use, and make available for use by other TownePost Network franchisees, any advertising material Franchisee submits that are approved by Franchisor, without any compensation to Franchisee. Franchisor may approve, disapprove, or revoke approval of any advertising materials for any reason and at any time and Franchisee shall not use any marketing materials that Franchisor has disapproved.

(f) Late Fee

If any fee or any other amount due under this Agreement is not received within ten (10) days after such payment is due, Franchisee shall pay Franchisor a Late Fee of $100.00 per day for each day such amount is past due. In addition, Franchisee shall pay interest equal to the lesser of the daily equivalent of eighteen percent (18%) per annum of such overdue amount per year, or the highest rate then permitted by applicable law, for each day such amount is past due.

(g) Franchisor's Right to Offset

Franchisor shall have the right at any time before or after termination of this Agreement, without notice to Franchisee, to offset any amounts or liabilities that may be owed by the Franchisee to Franchisor against any amounts or liabilities that may be owed by Franchisor to Franchisee under this Agreement or any other agreement, transaction or relationship between the parties. Under no circumstance shall Franchisee have the right to offset any amounts or liabilities that may be owed by the Franchisor to

Franchisee against any amounts or liabilities that may be owed by Franchisee to Franchisor under this Agreement or any other agreement, transaction or relationship between the parties.

13. INSURANCE

(a) Insurance Coverage Requirements

Franchisee is required, at its expense, to obtain and maintain in full force and effect all insurance necessary to operate the Franchised Business and in such coverages, limits and amounts as Franchisor may require from time to time in the Franchise Agreement, the Operations Manual, or as otherwise directed in writing, including, but not limited to: i) worker's compensation as required by law; ii) Commercial General Liability insurance in an amount of no less than $2,000,000 per occurrence; iii) business interruption insurance; and iv) auto liability insurance, including non-owned auto liability insurance, with limits of at least $1,000,000. Such required policies and minimum amounts of coverage may be modified from time to time by Franchisor in its discretion upon written notice to Franchisee. Additionally, Franchisee must designate Franchisor and its directors, officers, employees, and agents as additional insureds on all insurance policies and such insurance policies shall not be canceled or modified without thirty (30) day's prior written notice to Franchisor.

In the event you lease space to operate the Franchised Business, you may be required to obtain and maintain in full force and effect certain insurance policies and coverage designated by the Landlord and the lease agreement. In such case, Franchisee must comply with any and all insurance coverage required by the lease agreement and failure to do so will constitute a breach under the Franchise Agreement.

(b) Proof of Insurance

Prior to opening the Franchised Business, Franchisee shall deliver to Franchisor proof of insurance coverage by way of a signed original certificate or certificates of all required insurance policies which shall contain the authorized agent's business name, address and phone number, together with a statement by the insurer that the policy will not be canceled or materially changed without at least thirty (30) days prior written notice to the Franchisor that the alteration or cancellation is being made. All insurance coverages will be underwritten by a company approved by the Franchisor.

Insurance coverage obtained by Franchisee pursuant to this Agreement will not relieve Franchisee of any liability under any indemnity provisions of this Agreement.

(c) Franchisee's Failure to Procure Insurance

If Franchisee fails to procure or maintain the insurance required by this Agreement, the Operations Manual, as otherwise directed in writing by the Franchisor, and/or the lease agreement if applicable, Franchisor will have the right, but not the obligation, to procure such insurance on behalf of Franchisee and Franchisee shall pay the Franchisor the cost of obtaining such insurance, plus a ten percent (10%) administrative surcharge. Such costs, premiums, and fees will be payable by Franchisee immediately upon Franchisor's demand and will accrue interest equal to the lesser of the daily equivalent of eighteen percent (18%) per annum of such amount per year, or the highest rate then permitted by applicable law, until the amount is paid.

14. INDEMNIFICATION

Franchisee, its Owners, officers, directors, and any guarantors agree to protect, defend, indemnify, and hold Franchisor and its directors, officers, shareholders, employees and agents, jointly and severally, harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including, without limitation, attorneys',

accountants', and other related fees) as a result of, arising out of, or connected with the operation of the Franchised Business, including, without limitation, Franchisee's negligence, breach of contract, civil or criminal wrongdoing, and the failure of Franchisee to comply with any applicable laws. This indemnification provision shall survive the Termination Date or Expiration Date of this Agreement.

15. RECORDKEEPING, REPORTS AND ACCOUNTING

(a) Books, Records, and Accounts

Franchisee, at its own expense, must maintain and preserve for the Franchised Business complete and accurate books, records, tax returns and accounts for at least six (6) years following the end of the calendar year to which they relate and in accordance with generally accepted accounting principles of the United States, applicable law, and the Franchisor's standards and specifications. Franchisee shall record all sales and receipts of revenue and report it to Franchisor in the required form and manner which may be modified from time to time in Franchisor's sole discretion. Franchisee shall be solely responsible for performing all record keeping duties and the cost and expense associated therewith.

Franchisee must, at its expense, submit to Franchisor such other miscellaneous forms, periodic and other reports, records, financial statements, and other information relating to the Franchised Business as Franchisor may reasonably request, in the form and at the times and places specified by Franchisor.

(b) Financial Statements

Franchisee shall deliver to Franchisor, no later than twenty (20) days from the end of each calendar month, an unaudited profit and loss statement and balance sheet covering the Franchised Business for the preceding month, along with a monthly royalty statement and any other sales data as requested by Franchisor, all of which shall be certified by Franchisee as true and correct. All such statements shall be prepared in a format prescribed or approved by the Franchisor from time to time. If Franchisee fails to submit the required financial statements to Franchisor within the prescribed time period, Franchisor may, in its sole discretion, perform an operational audit of the Franchised Business in accordance with Section 15C of this Agreement.

In addition, Franchisee shall deliver to Franchisor a profit and loss statement and balance sheet within ninety (90) days after the close of Franchisee's fiscal year for each year during the initial term and any renewal term of this Agreement that reflects the financial condition of the Franchised Business at the end of such fiscal year. Such statements and balance sheets shall be in the form specified by Franchisor and shall be accompanied by a letter stating that they have been compiled and reviewed by a Certified Public Accountant.

Franchisee shall submit to Franchisor copies of Franchisee's federal, state, and city income tax and sales tax returns, within ten (10) days after their respective filing, during the initial term and any renewal.

(c) Franchisor's Right to Audit

Franchisor reserves the right to examine and audit Franchisee's books, records, tax returns, accounts, and such other statistical and other information or records the Franchisor requires Franchisee to maintain and preserve. Examinations and audits may take place without prior notice, during normal business hours or at reasonable times and Franchisor may audit and inspect documents covering a period beginning with the date on which Franchisee first acquired its Franchised Business and ending on the date such audit is concluded. Inspections and audits may be conducted following the termination of this Agreement for any reason and Franchisee must provide such other assistance as may be reasonably requested and related to the audit. Such examination or audit shall be at Franchisor's expense, unless it is disclosed that Franchisee understated its Franchised Business's Gross Sales by more than two percent

(2%), in which case, Franchisee shall be required to reimburse Franchisor for the cost and expense of such examination or audit. Franchisee shall also pay Franchisor any deficiency in Royalty Fees or other fees due to the Franchisor as disclosed by such audit or examination within ten (10) days following receipt of the auditor's report, plus interest calculated at the maximum rate specified by law, or in the absence of a maximum rate specified by law, eighteen percent (18%) per annum. If the inspections and audits conducted by the Franchisor establish a pattern of underreporting by Franchisee, then Franchisor has the right to require that Franchisee employ an accounting firm approved by Franchisor to assist in maintaining and preserving Franchisee's books, records, tax returns, accounts, and such other statistical and other information or records relating to the Franchised Business.

In the event the audit or examination discloses that Franchisee has overpaid Royalty Fees or other fees to the Franchisor, such amount will be credited to Franchisee against the next month's Royalty Fees due to the Franchisor, beginning with the month following receipt of the auditor's report and continuing until the credit is exhausted.

16. PROPRIETARY MARKS AND CONFIDENTIALITY

(a) Proprietary Marks

Franchisor hereby grants Franchisee the right to use the name and mark TOWNEPOST NETWORK®, the mark A TOWNEPOST NETWORK PUBLICATION®, and Franchisor's registered logo. Franchisee expressly acknowledges that Franchisor is the sole and exclusive owner of the name and mark TOWNEPOST NETWORK®, the mark A TOWNEPOST NETWORK PUBLICATION®, and the registered logo and any other proprietary marks, trade names, logos, and the like ("Proprietary Marks") that Franchisor requires Franchisee to use in the operation of the Franchised Business. Franchisee shall not represent in any manner that Franchisee has acquired any ownership rights in the Proprietary Marks and shall not use any of the Proprietary Marks or any marks, names, or indicia which are, or may be confusingly similar, in its own entity or business name. Franchisee further acknowledges and agrees that any and all goodwill associated with the TownePost Network System and identified by the Proprietary Marks shall inure directly and exclusively to the benefit of the Franchisor.

Franchisee shall use the Proprietary Marks only in such manner as authorized by the Franchisor, which Franchisor may in its sole discretion modify from time to time. Franchisee's right to use the Proprietary Marks is derived solely from this Agreement and is limited to the operation of the Franchised Business by Franchisee pursuant to, and in compliance with, this Agreement. Franchisee shall not use the Proprietary Marks in connection with offering, selling, or advertising any unauthorized products or services. Any unauthorized use of the Proprietary Marks by Franchisee shall constitute a breach of this Agreement. Franchisee understands and agrees that any use of the Proprietary Marks other than in accordance with this Agreement, the Operations Manual or otherwise directed in writing by the Franchisor, without the Franchisor's prior written consent, is an infringement of Franchisor's rights therein and that the right to use the Proprietary Marks granted herein does not extend beyond the termination or expiration of this Agreement. Franchisee expressly covenants that, during the term of this Agreement and thereafter, Franchisee shall not, directly or indirectly, commit any act of infringement or contest the validity of Franchisor's ownership of the Proprietary Marks, or aid others in infringing or contesting the Franchisor's right, title, and interest in the Proprietary Marks.

Franchisor reserves the right to modify or discontinue use of any Proprietary Mark or use one or more additional or substitute trade or service marks in Franchisor's sole discretion. If Franchisor exercises such right, Franchisee agrees to comply with Franchisor's directions to modify or otherwise discontinue the use of such Proprietary Marks. Any and all expenses or costs incurred by Franchisee associated with such modification or discontinuance of any such new, modified, or replacement Proprietary Marks shall be the sole responsibility of Franchisee. In no event, will the Franchisor be liable to Franchisee for any

purported loss or damage to the Franchised Business due to the modification or discontinued use of the Proprietary Marks.

Franchisee must notify the Franchisor immediately if Franchisee receives notice, or is informed, of any infringing or unauthorized use of the System or the Proprietary Marks. Franchisor shall have the sole right to handle disputes with third-parties concerning the Proprietary Marks and/or the System. If Franchisor undertakes the defense or prosecution of any litigation pertaining to the Proprietary Marks, Franchisee must sign any documents and do acts and things as may, in our attorneys' opinion, be necessary to carry the defense or prosecution. Franchisor is not obligated to defend Franchisee's right to use the Proprietary Marks or against claims of infringement or unfair competition arising out of Franchisee's use of the Proprietary Marks.

(b) Internet and Social Media

Franchisor will provide Franchisee with a specific page within the System's website, www.townepost.com, designated for the Franchised Business. Franchisee will have the ability to create and modify its Franchised Business's designated page, but all content and modifications must be made in compliance with the specifications and standards outlined in the Operations Manual and the content will be edited by Franchisor for accuracy and grammar. Other than the designated page provided by Franchisor, Franchisee is not permitted to set up, maintain or utilize an Internet website, home page, or other social media site associated with the Franchised Business without Franchisor's prior written consent. Franchisee must not cause or allow the Proprietary Marks to be used or displayed, in whole or in part, as an Internet domain name, or on or in connection with any Internet website, home page, or social media site without Franchisor's express prior written consent, which may be granted or withheld in Franchisor's sole discretion. If Franchisor provides its consent to such use, then Franchisee may only use the Proprietary Marks in such a manner and in accordance with Franchisor's procedures, standards and specifications as established from time to time. Additionally, if such approval is given, the form, content and appearance of Franchisee's Internet site, and any modifications thereto, must comply with Franchisor's standards and specifications and must be approved by Franchisor before it is posted on the Internet so that Franchisor can maintain the common identity and uniformity of the Proprietary Marks and the TownePost Network System.

(c) Confidential Information

Franchisee acknowledges and agrees that the methods, processes, skills, know-how, techniques, information, trade practices, and other proprietary information relating to the development and operation of the Franchised Business is derived entirely from information disclosed to Franchisee by Franchisor and that such information is proprietary, confidential, and constitutes trade secrets of the Franchisor ("Confidential Information"). Franchisee shall at all times use its best efforts to keep the Confidential Information confidential and shall limit access to the information to employees and independent contractors of Franchisee on a need-to-know basis. Franchisee agrees to adhere fully and strictly to all confidentiality attached to such information and to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement. Franchisee shall sign, and cause its Owners, officers, directors, guarantors, and employees to sign, the Confidentiality, Non-Disclosure, and Non-Competition Agreement attached to this Agreement as **Exhibit D**, or a substantively similar agreement approved by the Franchisor.

Franchisee acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisor and that damages are not an adequate remedy. Franchisee accordingly covenants that it shall not at any time, without Franchisor's prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same

available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Franchisee is legally compelled to disclose the Confidential Information and provided that Franchisee first gives Franchisor the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

(d) Improvements to System

Franchisee acknowledges and agrees that if Franchisee develops any concept, process, service, or improvement in the operation or promotion of the Franchised Business, Franchisor will be deemed to own the improvements and may use them and authorize other TownePost Network franchisees to use them in the operation of their businesses without any obligation to compensate Franchisee. Any such Improvements will also constitute Confidential Information.

Franchisee shall, at any time requested by Franchisor, execute assignments or other similar documents of all such intellectual property to the Franchisor, including but not limited to, worldwide copyrights, moral rights, patents, right to obtain registrations, renewals, and reissues, and any and all such other rights of whatever kind now known or hereafter devised.

17. NON-COMPETITION COVENANTS AND NON-SOLICITATION

(a) Non-Competition During Term

During the term of this Agreement, Franchisee, its Owners, officers, directors, and any guarantors shall not, either directly or indirectly, as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, employee, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise, engage in any other Competitive Business or open any Competitive Business anywhere within the Territory other than as a TownePost Network franchisee. The purpose of this covenant is to encourage Franchisee, its Owners, officers, directors, and any guarantors to use their best efforts to promote the TownePost Network System, its products and services and to protect the Franchisor's Confidential Information and trade secrets.

For purposes of this Agreement, the term Competitive Business shall include any business that: (i) offers or sells advertising for digital and/or print magazines and/or newspapers; (ii) publishes magazines or newspapers of any kind; or (iii) offers services or products that are the same as or similar to the services or products being offered by TownePost Network under the System.

(b) Non-Solicitation of Employees

During the term of this Agreement, and for a period of one (1) year immediately following the date of termination or expiration of this Agreement, Franchisee, its Owners, officers, directors, and guarantors shall not employ or seek to employ any person who is, or within twelve (12) months of such employment or solicitation was, an employee of Franchisor or other TownePost Network franchisees, or otherwise directly or indirectly induce that person to leave the employment, without obtaining that person's and the employer's prior written permission.

(c) Non-Competition Post-Term

Franchisee, its Owners, officers, directors, and any guarantors, except as otherwise approved in writing by Franchisor, shall not, for a period of three (3) years commencing upon the date of: (a) a transfer permitted under Section 18 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a court of competent jurisdiction

(after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17(C); or (e) any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that: (i) offers or sells advertising for digital and/or print magazines and/or newspapers; (ii) publishes magazines or newspapers of any kind; or (iii) offers services or products that are the same as or similar to the services or products being offered by TownePost Network under the System; and is, or is intended to be, located at or within the Franchisee's Territory.

If Franchisee, its Owners, officers, directors, or any guarantors commit a breach of this post-term covenant not-to-compete, the three (3) year restrictive period shall be tolled and start on the date that the former Franchisee, its Owners, officers, directors, or guarantors are enjoined from competing or stop competing, whichever is later.

Nothing in this Agreement shall prevent Franchisee, its Owners, officers, directors, or guarantors from owning for investment purpose up to an aggregate of two (2%) of the capital stock of any competitive business that is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ) as long as Franchisee, its Owners, officers, directors, or guarantors do not control any such company.

(d) Severability and Reasonableness of Covenants

The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Franchisee and Franchisor agree that the same shall be enforced to the fullest extent permissible under the law. Franchisee expressly acknowledges that Franchisee, its Owners, officers, directors, and guarantors possess skills and abilities of a general nature and have other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Franchisee, its Owners, officers, directors, and guarantors of personal goodwill or the ability to earn a living.

(e) Enforcement of Non-Competition Covenants

Franchisee, its Owners, officers, directors, and guarantors acknowledge and agree that a violation of the terms of the Non-Competition Covenants in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law is available. Accordingly, Franchisee, its Owners, officers, directors, and guarantors hereby consent to the entry of an injunction, without bond, prohibiting any conduct by Franchisee in violation of the terms of the Non-Competition Covenants set forth in this Agreement. Franchisee further agrees to pay all costs and expenses (including reasonable attorney's fees at all levels) incurred by Franchisor in connection with the enforcement of the Non-Competition Covenants set forth in this Agreement.

18. TRANSFERS

(a) Transfer by Franchisor

Franchisor shall have the right to assign this Agreement and any or all of its rights, obligations and privileges hereunder to any other person, firm or corporation without Franchisee's prior consent; provided that, in respect to any assignment resulting in the subsequent performance by the assignee of

the functions of Franchisor, the assignee shall expressly assume and agree to perform such obligations.

(b) Transfer by Franchisee

Franchisee agrees that Franchisee's rights and duties stated in this Agreement are personal to Franchisee, and that Franchisor has entered into this Agreement in reliance on the business skill, financial capacity, and character of Franchisee, its Owners, officers, directors, and guarantors. Accordingly, except as otherwise provided in this Section 18, a transfer, assignment, or division, whether voluntarily, involuntarily, or by operation of law, of any interest in this Agreement, any ownership interest in the business entity, or a transfer of any of Franchisee's rights or obligations under this Agreement without the prior written approval of Franchisor, which approval may be withheld in Franchisor's sole discretion, is prohibited and shall be a breach of this Agreement. If Franchisor elects not to exercise its right of first refusal to purchase the interest as provided in Section 18(D), Franchisee shall be required to obtain Franchisor's approval of the proposed transfer and the proposed transferee.

If Franchisee, its Owners, officers, directors, or guarantors desire to make a transfer, such person or entity must comply with the following terms, conditions, and procedures to effectuate a valid transfer:

- Franchisee shall have first notified Franchisor in writing of any bona fide proposed transfer and set forth a complete description of all terms, conditions and fees of the proposed transfer in the manner prescribed by the Franchisor to comply with Franchisor's right of first refusal as set forth in Section 18(D) of this Agreement;

- The transferee must meet all of Franchisor's then-current standards and requirements for becoming a TownePost Network franchisee;

- The transferee shall either assume this Agreement and expressly assume and agree to perform such obligations as a TownePost Network franchisee under this Agreement or execute the then-current form of the Franchise Agreement generally being offered to franchisees and such agreement shall generally provide for a new term equal to the term of the standard TownePost Network franchise agreement then being offered, and may include, among other matters, a different fee structure, increased fees, different terms and conditions, a modified Territory and different purchase requirements;

- The transferee shall, at transferee's cost and expense, have completed Franchisor's Initial Training Program to Franchisor's satisfaction;

- Franchisee shall pay all amounts due to Franchisor and cure all breaches of this Agreement and any other agreement it may have with Franchisor;

- Franchisee shall have complied with all material obligations to Franchisor under this Agreement or any other agreement or arrangement with Franchisor; and

- Franchisee or transferee shall pay a transfer fee in the amount of 20% of the then-current Initial Franchise Fee, which is intended to cover Franchisor's costs and expenses associated with the transfer, which may be paid by either party. Franchisee and transferee each acknowledge that such a transfer fee is appropriate.

In the event of a transfer of any kind by Franchisee, Franchisee shall comply with all covenants and post-termination obligations of this Agreement.

(c) No Encumbrance

Franchisee shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever.

(d) Right of First Refusal

If Franchisee desires to make a transfer, Franchisee shall first offer in writing any bona fide proposed transfer and set forth a complete description of all terms, conditions and fees of the proposed transfer in the manner prescribed by the Franchisor. Within thirty (30) days after Franchisor's receipt of such notice (or if Franchisor shall request additional information, within thirty (30) days after receipt of such additional information), Franchisor may exercise its right of first refusal and accept the offer upon the terms and conditions specified in the notice. Franchisor may substitute an equivalent sum of cash for any consideration other than cash specified in said notice. If Franchisor does not elect to exercise its right of first refusal, Franchisee may offer to transfer to third parties on the same terms and conditions as offered to Franchisor and subject to the conditions set forth in Section 18(B) of this Agreement. If Franchisee does not consummate the transfer, in accordance with the terms offered to Franchisor, within six (6) months after Franchisee gives notice of the transfer to Franchisor, Franchisee shall not make the transfer without again first offering to make the transfer to Franchisor. Additionally, if the terms of the offer to third parties are materially changed, such changed terms shall be deemed a new proposal subject to Franchisor's right of first refusal.

(e) Transfer Upon Franchisee's Death or Disability

Upon Franchisee, its Owners, officers, directors, or guarantors' death or permanent disability, the executor, administrator, conservator or other personal representative shall transfer the interest in this Agreement or the ownership interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability to a third party approved by Franchisor. A transfer under such circumstances, including, without limitation, transfer by devise or inheritance, will be subject to all of the terms and conditions contained in Section 18 of this Agreement, and unless transferred by gift, devise or inheritance, subject to Franchisor's right of first refusal.

For purposes of this Agreement, the term "permanent disability" will mean a mental or physical disability, impairment or condition that is reasonably expected to prevent, or actually does prevent, Franchisee, its Owners, officers, directors, or guarantors from supervising the operation of the Franchised Business for a period of six (6) months from the onset of such disability, impairment or condition.

19. DEFAULT AND TERMINATION

(a) Termination by Franchisor

Franchisor may terminate this Agreement for good cause, without prejudice to the enforcement of any legal or equitable right or remedy, immediately upon giving written notice of such termination and the reason or cause for the termination, and, except as hereinafter provided, without providing Franchisee an opportunity to cure the default. Without in any way limiting the generality of the meaning of the term "good cause," the following occurrences shall constitute sufficient basis for terminating this Agreement without an opportunity to cure.

- Franchisee fails to open the TownePost Network franchise and commence business within six (6) months of the Effective Date of this Agreement.

- Franchisee makes any materially false statement or report to Franchisor in connection with acquiring the Franchised Business or this Agreement.

- Franchisee abandons the TownePost Network franchise by failing to operate the Franchised Business for forty-five (45) consecutive days during which Franchisee is required to operate the Franchised Business under the terms of this Agreement, the Operations Manual, or otherwise directed in writing by the Franchisor, unless such failure to operate is due to an event beyond Franchisee's control.

- Franchisee sells or offers for sale any products or services which have not been previously approved by the Franchisor in writing, or which have been subsequently disapproved, or uses the Licensed Marks in an unauthorized manner contrary to, or inconsistent with, this Agreement or Franchisor's policies, standards or specifications as stated in the Operations Manual or otherwise directed in writing by the Franchisor.

- Franchisee, its Owners, officers, directors, or guarantors of Franchisee discloses or causes to be disclosed any Confidential Information provided to Franchisee contrary to the provisions of this Agreement or fails to exercise reasonable care to prevent such disclosure.

- Franchisee, its Owners, officers, directors, or guarantors of Franchisee violate the in-term covenant not to compete by engaging in any other Competitive Business or opening any Competitive Business anywhere other than as a franchisee of TownePost Network during the term of this Agreement.

- Franchisee, its Owners, officers, directors, or guarantors violate any transfer or assignment provision contained in Section 18 of this Agreement.

- Franchisee fails to operate the Franchised Business in strict compliance with all applicable civil and criminal laws, ordinances, rules, regulations and orders of governmental authorities pertaining to the maintenance and operation of the Franchised Business including, without limitation, those relating to employment and taxation.

- Franchisee is in default of any other agreement between Franchisee and Franchisor.

- Franchisee receives from Franchisor more than three (3) valid notices of default of this Agreement in the same twelve (12) month period, regardless of whether previous defaults have been cured.

- Franchisee, its Owners, officers, directors, or guarantors are convicted of any felony or crime of moral turpitude regardless of the nature thereof, or any other crime or offense relating to the operation of the Franchised Business, or if Franchisee engages in any conduct which reflects materially and unfavorably upon the operation of the Franchised Business or the TownePost Network System generally.

- Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for the Franchised Business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed.

- The Franchised Business is seized, taken over, or foreclosed by a government official in the exercise of his duties; seized, taken over, or foreclosed by a creditor, lien holder, or lessor; or a final judgment against Franchisee remains unsatisfied for thirty (30) days.

In the event Franchisee is in default in the performance of any of the terms of this Agreement, other than those calling for immediate termination set forth above, Franchisor will provide Franchisee with written notice of such default and an opportunity to cure such default within a prescribed time frame designated by the Franchisor. Franchisor reserves the right to modify the time period within which Franchisee must cure defaults in its discretion. Franchisor may, in addition to all remedies that Franchisor has available to it at law or in equity, declare this Agreement automatically terminated, unless such default is cured within thirty (30) days, or any other period designated by the Franchisor, after written notice thereof from the Franchisor to the Franchisee.

Notwithstanding anything herein to the contrary, in the event that sales generated, maintained and closed by Franchisee fail to account for at least 50% of the Territory's print advertising sales revenue during any three (3) consecutive month period (the "Minimum Performance Standard"), Franchisor, in its sole discretion, may either (i) serve notice of default to Franchisee and provide Franchisee a thirty (30) day period to cure such default or (ii) repurchase the Territory from Franchisee for an amount equal to the Initial Fee.

(b) Termination by Franchisee

Franchisee may not terminate this Agreement prior to the expiration of its Term, except as provided by law. In the event that Franchisee claims that Franchisor has failed to meet any obligation under this Agreement, Franchisee shall provide Franchisor with written notice of such claim, specifically enumerating all alleged deficiencies and providing Franchisor with an opportunity to cure, which shall in no event be less than sixty (60) days from the date of receipt of such notice by Franchisor from Franchisee.

(c) Force Majeure

Notwithstanding anything contained in this Agreement to the contrary, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities.

(d) Cross-Default

A default by Franchisee under this Agreement or any other agreement between Franchisee and Franchisor shall be deemed a default of each and every agreement between Franchisee and Franchisor. Accordingly, if this Agreement is terminated as a result of a default by Franchisee, Franchisor may, at its option, elect to terminate any or all of the other agreements between Franchisor and Franchisee and if any of the other agreements is terminated as a result of a default by Franchisee, the Franchisor may, at its option, elect to terminate this Agreement. It is agreed that an incurable or uncured default under this Agreement or any of the other agreements will be grounds for termination of this Agreement and/or

any and all of the other agreements without additional notice or opportunity to cure.

20. POST-TERMINATION OBLIGATIONS

(a) Franchisee Post-Termination Obligations

Upon expiration or other termination of this Agreement, all rights granted under this Agreement to Franchisee will immediately terminate, and Franchisee, at its expense, will comply with each of the following obligations:

- Franchisee must immediately cease to operate the Franchised Business and must not directly or indirectly represent or give the impression to the public that it is a present or former franchisee of Franchisor or was in anyway connected to the TownePost Network System;

- Franchisee must pay all amounts due to Franchisor, including actual and consequential damages, costs, and expenses incurred by Franchisor as a result of the default;

- Franchisee must return the Operations Manual, other proprietary information, and all trade secrets and confidential materials owned or licensed by the Franchisor;

- Franchisee must return or discontinue use of all forms, advertising matter, marks, devises, insignias, slogans, designs, signs, and any computer systems including proprietary software and/or hardware;

- Franchisee must cease to use any methods, procedures, or techniques associated with the TownePost Network System in which the Franchisor has a proprietary right, title, or interest;

- Franchisee must discontinue the use of all copyrights, Proprietary Marks, trade names and patents now or hereafter applied for or granted in connection with the operation of the Franchise;

- Franchisee must take such action as may be necessary to cancel any fictitious, trade, or assumed name or equivalent registration that contains any Proprietary Marks or any variations thereof, and transfer and assign all telephone numbers to Franchisor. Franchisee must furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination of this Agreement. In the event Franchisee fails to comply with this obligation within thirty (30) days after termination, Franchisor is hereby appointed as Franchisee's attorney-in-fact for such purpose and such power, being coupled with an interest, shall be irrevocable; and

- Franchisee must strictly comply with all other provisions of this Agreement pertaining to post-termination obligations, including, without limitation, the post-term covenant not-to-compete, the obligation of non-disclosure of Confidential Information, and the obligation of non-solicitation of Franchisor's employees.

(b) Franchisor's Right to Repurchase

Upon the expiration or termination of this Agreement, Franchisor shall have the right, but not the obligation, to purchase some or all of the products and supplies at the Franchised Business and the equipment, furnishings, fixtures, or signs which bear the Proprietary Marks at either Franchisee's cost or Fair Market Value, whichever is less, within thirty (30) days of the Termination Date or the Expiration Date. If Franchisor elects to exercise such a right, it may offset the purchase price against any other amounts owed by Franchisee to Franchisor pursuant to this or any other agreement between Franchisee

and Franchisor.

21. NOTICES

All notices, requests, demands, payments, consents and other communications required under this Agreement shall be transmitted in writing and shall be deemed to have been duly given when sent by registered or certified United States mail, postage prepaid, or other form of delivery which provides for a receipt and otherwise agreed to in writing by the parties, addressed as follows:

FRANCHISOR:	**FRANCHISEE**:
TownePost Network, Inc.	_____
8800 North Street, Suite 117	_____
Fishers, IN 46038	_____

22. DISPUTE RESOLUTION AND GOVERNING LAW

(a) Mediation

Except for actions related to or based on the Proprietary Marks or the copyrights of the Franchisor or to enforce the Non-competition Covenants of this Agreement which Franchisor may bring in a court of competent jurisdiction, all controversies, disputes claims, causes of action and/or alleged breaches or failures to perform obligations between Franchisor and Franchisee arising out of or related to: this Agreement; the relationship of the parties; the validity of this Agreement; or any aspect of the Franchised Business shall first be submitted by the parties to non-binding mediation before the American Arbitration Association ("AAA"). Mediation shall be conducted at a mutually agreed upon location; provided, however, that if no location can be mutually agreed upon by the parties, mediation shall be conducted at the offices of AAA that are closest in proximity to the then-current principal business address of Franchisor. The cost of the mediator shall be split equally among the parties with each party bearing its own costs related to the mediation, including attorneys' fees. The parties agree to act in good faith attempt to resolve the Claim through mediation, but if the parties are unable to resolve a Claim through mediation, then Section 22(B) shall apply.

(b) Litigation, Jurisdiction, and Venue

If the parties first submit any controversies, disputes, claims, causes of action and/or alleged breaches or failures to perform obligations to mediation, and such Claims are unable to be resolved through mediation, then either party may initiate a suit, action or legal proceeding; provided, however, that such suit, action, or legal proceeding shall only be brought in the State or Federal courts whose jurisdiction encompasses the location of then-current principal office of the Franchisor. Each of the parties irrevocably and unconditionally consent to the jurisdiction of each such court in any suit, action or proceeding and waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. **TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH FORUM AND WAIVES ANY OBJECTION TO EITHER THE JURISDICTION OR VENUE OF SUCH FORUM.**

(c) 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 United States federal law, this Agreement shall be interpreted under the laws of the State of Indiana and any dispute between the parties shall be governed by and determined in accordance with the internal substantive laws, and not the laws of conflict, of the State of Indiana, which

laws shall prevail in the event of any conflict of law.

(d) Injunctive Relief

Franchisee acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisor's business. Franchisee therefore acknowledges and agrees that in the event of a breach of this Agreement or a threatened breach by Franchisee, Franchisor shall be entitled to, in addition to all other remedies at law or equity, to a preliminary or permanent injunction or other appropriate orders, without posting bond, to restrain any such breach or threat of breach to prevent the continuation of such harm. Franchisee acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisor from making a claim for damages or other relief available at law or in equity. Franchisee acknowledges and agrees to reimburse Franchisor for all reasonable attorneys' fees, costs, and expenses associated with enforcing this Agreement.

(e) Attorneys' Fees

In the event Franchisor is the prevailing party in any action arising out of, or related to this Agreement, Franchisor is entitled to recover from Franchisee all costs and expenses related to the action, including reasonable attorneys' fees, and all costs of collecting monies owed.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable federal and state civil and criminal laws, ordinances, rules, regulations and orders of governmental authorities pertaining to the maintenance and operation of the Franchised Business including, without limitation, those relating to employment and taxation. Franchisor has no obligation to advise Franchisee of any legislative or other legal developments that may affect its Franchised Business. Franchisee acknowledges and agrees that it is solely responsible for inquiring about and becoming familiar with all applicable laws, rules and regulations, and determining those actions required for compliance. Franchisee shall obtain any and all permits, certificates, and licenses required for the full and proper conduct of the Franchised Business. Any violation of such laws, rules or regulations, as set forth in this paragraph, shall be deemed a default of this Franchise Agreement, and Franchisor may immediately terminate this Agreement upon such violation.

24. WAIVER AND MODIFICATIONS

(a) Waiver

Failure by either party to enforce any rights under this Agreement shall not be construed as the waiver of such rights. Any waiver, including waiver of default, or acceptance of money or other performance by Franchisor from Franchisee, in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Franchisor shall not be deemed to have waived any of its rights under this Agreement, including any right to receive payment in full for any product or service provided, nor shall Franchisee be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless such waiver or excuse is written and executed by the authorized representative of Franchisor and Franchisee.

(b) Modification

No amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee except by mutual written agreement.

25. SEVERABILITY AND CONSTRUCTION

(a) Severability

If any part, Section, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the provision which is indefinite, invalid or unenforceable shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

(b) Construction

All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement. As used in this Agreement, the words "include", "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval or authorization of Franchisor which Franchisee may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion. In addition, on any occasion where Franchisor is required or permitted hereunder to make any judgment or determination, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole judgment. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

26. ENTIRE AGREEMENT

THE UNDERSIGNED ACKNOWLEDGES THAT THEY, AND EACH OF THEM, HAVE READ THIS AGREEMENT IN FULL; HAVE BEEN SUPPLIED WITH A DISCLOSURE DOCUMENT IN ACCORDANCE WITH FEDERAL AND STATE LAW; ARE COGNIZANT OF EACH AND EVERY ONE OF THE TERMS AND PROVISIONS HEREOF AND ARE AGREEABLE THERETO; THAT NO REPRESENTATIONS OR AGREEMENTS, WHETHER ORAL OR WRITTEN, EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE DISCLOSURE DOCUMENT, HAVE BEEN MADE OR RELIED UPON; THAT ANY AND ALL PRIOR AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN ARE AUTOMATICALLY CANCELED BY THE EXECUTION OF THIS AGREEMENT AND THE UNDERSIGNED HEREBY RELEASES FRANCHISOR AND ITS AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, AGREEMENTS AND LIABILITIES OF EVERY DESCRIPTION WHATSOEVER, WHICH THE UNDERSIGNED EVER HAD, NOW HAS OR HEREAFTER MAY HAVE, AGAINST ANY OF THE FOREGOING BY REASON OF ANY MATTER, CAUSE OR THING OCCURRING PRIOR TO THE DATE OF THIS AGREEMENT; THAT THE SIGNATURES AFFIXED HERETO WERE AFFIXED AS THE WHOLLY VOLUNTARY ACT OF THE PERSONS WHO SIGNED THIS AGREEMENT; AND THAT THE TERMS AND PROVISIONS OF THIS FRANCHISE AGREEMENT CANNOT BE CHANGED OR MODIFIED UNLESS IN WRITING SIGNED BY AN AUTHORIZED CORPORATE OFFICER OF FRANCHISOR; THAT THE UNDERSIGNED REALIZES THAT THERE CAN BE NO GUARANTY OF SUCCESS, SINCE FRANCHISEE'S BUSINESS ABILITY, APTITUDE, AND INDUSTRIOUS DISPOSITION ARE PRIMARY IN FRANCHISEE'S SUCCESS.

27. ACKNOWLEDGEMENTS

Franchisee hereby acknowledges the following:

(a) FRANCHISEE WARRANTS AND REPRESENTS THAT FRANCHISEE HAS FULL POWER AND AUTHORITY TO ENTER INTO AND BE BOUND BY THIS AGREEMENT.

(b) FRANCHISEE IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF FRANCHISOR MAY OPERATE UNDER A DIFFERENT FORM OF AGREEMENT, AND CONSEQUENTLY THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

(c) FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR MAY APPOINT AN INDEPENDENT CONTRACTOR OR AREA DEVELOPER TO FULFILL FRANCHISOR'S OBLIGATIONS TO PROVIDE ASSISTANCE TO FRANCHISEE.

IN WITNESS WHEREOF, Franchisee and Franchisor have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

FRANCHISOR:
TownePost Network, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT A
TERRITORY

1. The Territory referred to in Section 4(A) of the Agreement shall be: _____

2. By execution hereof, Franchisor hereby acknowledges and approves the above stated Territory. The Franchisee acknowledges and warrants that Franchisor's acceptance of the Territory does not constitute a guarantee, recommendation, or endorsement of the Territory and does not guarantee the success of the Franchisee's TownePost Network within the Territory.

FRANCHISEE:

_____
By: _____
Name: _____
Title: _____

FRANCHISOR:
TownePost Network, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT B
OWNERSHIP VERIFICATION

This form must be completed in order to provide the Franchisor with information regarding the type of business organization and the names and addresses of the individuals owning an interest in Franchisee, as well as, the percentage of said interest. Franchisor is relying on the truth and accuracy of the information set forth in awarding the franchise to Franchisee.

1. Form of Entity

Franchisee is a (check one):

A. General Partnership _____
B. Corporation _____
C. Limited Partnership _____
D. Limited Liability Company _____
E. Other _____ Specify: _____

2. Business Entity

Franchisee was incorporated or formed on _____, under the laws of _____ _____. Franchisee has not conducted business under any name other than Franchisee's business entity name. The following is a list of all persons who have an ownership interest in Franchisee, their address, positions, and respective percentage of ownership:

NAME AND ADDRESS	POSITION	PERCENTAGE OF OWNESHIP INTEREST

3. Governing Documents.

Franchisee agrees to provide Franchisor with copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization such as, articles of incorporation or organization, partnership or shareholder agreements, upon the reasonable request of Franchisor.

FRANCHISEE:

_____
By: _____
Name: _____
Title: _____

FRANCHISOR:
TownePost Network, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT C
PERSONAL GUARANTY OF FRANCHISE AGREEMENT

In consideration of, and as an inducement to, the execution of the foregoing Franchise Agreement by and between TownePost Network, Inc. ("Franchisor") and _____ ("Franchisee") and dated _____, the undersigned hereby jointly and severally guarantee unto Franchisor that the undersigned will perform and/or pay each and every covenant, payment, agreement, obligation, liability and undertaking on the part of Franchisee contained and set forth in or arising out of such Franchise Agreement, and every other agreement signed by the Franchisee with Franchisor (the "Obligations").

Franchisor, its successors and assigns, may from time to time, without notice to the undersigned (a) resort to the undersigned for payment of any or all of the Obligations of the Franchisee to Franchisor, whether or not Franchisor or its successors have resorted to any property securing any of the Obligations or proceeded against any of the undersigned or any party primarily or secondarily liable on any of the Obligations; (b) release or compromise any Obligation of the Franchisee or of any of the undersigned hereunder or any Obligations of any party or parties primarily or secondarily liable on any of the Obligations; and (c) extend, renew or credit any of the Obligations of the Franchisee to Franchisor for any period (whether or not longer than the original period), alter, amend or exchange any of the Obligations, or give any other form of indulgence, whether under the Franchise Agreement or not.

Each of the undersigned further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the foregoing Franchise Agreement and other agreements and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from such Franchise Agreement, other agreements or otherwise, and the settlement, compromise or adjustment thereof.

The undersigned jointly and severally agree to pay all expenses paid or incurred by Franchisor in attempting to enforce the Obligations and this Guaranty against Franchisee and against the undersigned and in attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by Franchisor or its agents, successors or assigns, with respect to the foregoing Obligations, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

The undersigned shall be bound by the restrictive covenants, confidentiality provisions, audit provisions, and the indemnification provisions contained in the Franchise Agreement.

If more than one person has executed this Guaranty, the term "the undersigned," as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

[Signature page follows]

IN WITNESS WHEREOF, Franchisee and Franchisor have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

FRANCHISOR:
TownePost Network, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT D

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT (SAMPLE –MANAGERS)

In consideration of, and as an inducement to, employment with _____("Franchisee"), this Confidentiality, Non-Disclosure and Non-Competition Agreement is entered into by and between Franchisee and _____ ("Employee") on this __ day of_____, _____. Franchisee has entered into a Franchise Agreement for the operation of the Franchised Business. Franchisee desires Employee to have access to and review certain trade secrets and Confidential Information through the course of employment at the Franchised Business and Franchisee is required by its Franchise Agreement to have Employee execute this Agreement prior to providing access to the trade secrets and Confidential Information. Accordingly, in consideration of the receipt and/or use of information proprietary to the Franchisor by Franchisee, agrees as follows:

1. CONFIDENTIALITY

Employee acknowledges and agrees that Franchisee has access to Trade Secrets and Confidential Information relating to the development and operation of the Franchised Business. For the purposes of this Agreement, Confidential Information means any information used in or related to the Franchised Business and not commonly known by or available to the public, including but not limited to the methods, processes, skills, know-how, formulas developed for use in the franchise System, techniques, information, trade practices, customer lists or databases, software, proprietary data, trade secrets, and any other information identified or labeled by Franchisee as confidential when provided to Employee. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Employee; (b) Employee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

Employee agrees to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement and to adhere fully and strictly to all confidentiality attached to such information. Employee acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisee and that damages are not an adequate remedy. Employee accordingly covenants that it shall not at any time, without Franchisee's prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Employee is legally compelled to disclose the Confidential Information and provided that Employee first gives Franchisee the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

2. NON-COMPETITION

During Employee's employment with Franchisee and for a period of two (2) years after the termination of Employee's employment with Franchisee, regardless of the cause for termination, Employee shall not, either directly or indirectly:

- Own an interest in, manage, operate, or provide assistance to any Competitive Business as a proprietor, partner, investor, lender, shareholder, director, officer, member,

manager, employee, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise within (i) Franchisee's Territory; or (ii) within a fifteen (15) mile radius of Franchisee's Territory; provided, however, that this restrictive covenant shall not prevent Employee from becoming a Parlor franchisee if Employee is otherwise deemed qualified by Parlor Doughnuts Franchising, LLC; or

- Solicit or otherwise attempt to induce or influence any customer or employee to terminate or modify their business relationship with Franchisee or to compete with Franchisee.

For purposes hereof, Competitive Business shall mean any business that offers or provides (or grants franchises or licenses to others to operate a business that primarily offers or provides) (I) bakery items, including but not limited to donuts (II) artisanal breakfast items; (III) specialty or gourmet coffee; or (IV) other goods that are the same as or similar to the goods being offered by Parlor under the franchise System.

If Employee commits a breach of these restrictive covenants, the two (2) year restrictive period shall be tolled and start on the date that Employee is enjoined from competing or stops competing, whichever is later.

Nothing in this Agreement shall prevent Employee from owning for investment purpose up to an aggregate of two (2%) of the capital stock of any Competitive Business that is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ) as long as Employee does not Control any such company.

3. INJUNCTIVE RELIEF

Employee acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisee's business. Employee therefore acknowledges and agrees that in the event of a breach or a threatened breach of the restrictive covenants by Employee, Franchisee shall be entitled to obtain injunctive relief, without posting bond, against any such breach. Employee acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisee from making a claim for damages or other relief available at law or in equity or that the existence of any claim or cause of action Employee may have against Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement of this Agreement.

4. SEVERABILITY AND REASONABLENESS

The parties agree that each of the provisions of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Employee's right to compete only to the extent necessary to protect Franchisee from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Employee and Franchisee agree that the same shall be enforced to the fullest extent permissible under the law. Employee expressly acknowledges that Employee possesses skills and abilities of a general nature and has other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Employee of personal goodwill or the ability to earn a living.

5. WAIVER

No failure of Franchisee to enforce any rights or powers under this Agreement shall be construed as the waiver of such rights. Any waiver in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Employee shall not be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless otherwise agreed to in writing and signed by an authorized representative of Franchisee.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the Franchisee is located. Any action to enforce, challenge, or construe the terms of this Agreement or bring an action to recover for breach of this Agreement shall be litigated exclusively in a state or federal court whose jurisdiction encompasses the then-current principal office of the Franchisee. The parties hereby consent to personal jurisdiction and venue therein. Parties waive any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Employee and Franchisee have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

By: _____

Title: _____

EMPLOYEE:

Title: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(SAMPLE - STAFF)

In consideration of, and as an inducement to, employment with _____("Franchisee"), this Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between Franchisee and _____ ("Employee") on this __ day of_____, _____. Franchisee has entered into a Franchise Agreement for the operation of the Franchised Business. Franchisee desires Employee to have access to and review certain trade secrets and Confidential Information through the course of employment at the Franchised Business and Franchisee is required by its Franchise Agreement to have Employee execute this Agreement prior to providing access to the trade secrets and Confidential Information. Accordingly, in consideration of the receipt and/or use of information proprietary to the Franchisor by Franchisee, agrees as follows:

1. CONFIDENTIALITY

Employee acknowledges and agrees that Franchisee has access to Trade Secrets and Confidential Information relating to the development and operation of the Franchised Business. For the purposes of this Agreement, Confidential Information means any information used in or related to the Franchised Business and not commonly known by or available to the public, including but not limited to the methods, processes, skills, know-how, formulas developed for use in the franchise System, techniques, information, trade practices, customer lists or databases, software, proprietary data, trade secrets, and any other information identified or labeled by Franchisee as confidential when provided to Employee. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Employee; (b) Employee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

Employee agrees to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement and to adhere fully and strictly to all confidentiality attached to such information. Employee acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisee and that damages are not an adequate remedy. Employee accordingly covenants that it shall not at any time, without Franchisee's prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Employee is legally compelled to disclose the Confidential Information and provided that Employee first gives Franchisee the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

2. INJUNCTIVE RELIEF

Employee acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisee's business. Employee therefore acknowledges and agrees that in the event of a breach or a threatened breach of the restrictive covenants by Employee, Franchisee shall be entitled to obtain injunctive relief, without posting bond, against any such breach. Employee acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisee from making a claim for damages or other relief available at law or in equity or that the existence of any claim or cause of action Employee may have against Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement of this Agreement.

3. SEVERABILITY AND REASONABLENESS

The parties agree that each of the provisions of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Employee's right to compete only to the extent necessary to protect Franchisee from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Employee and Franchisee agree that the same shall be enforced to the fullest extent permissible under the law. Employee expressly acknowledges that Employee possesses skills and abilities of a general nature and has other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Employee of personal goodwill or the ability to earn a living.

4. WAIVER

No failure of Franchisee to enforce any rights or powers under this Agreement shall be construed as the waiver of such rights. Any waiver in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Employee shall not be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless otherwise agreed to in writing and signed by an authorized representative of Franchisee.

5. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the Franchisee is located. Any action to enforce, challenge, or construe the terms of this Agreement or bring an action to recover for breach of this Agreement shall be litigated exclusively in a state or federal court whose jurisdiction encompasses the then-current principal office of the Franchisee. The parties hereby consent to personal jurisdiction and venue therein. Parties waive any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Employee and Franchisee have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

_____

By: _____

Title: _____

EMPLOYEE:

_____

EXHIBIT E
ELECTRONIC TRANSFER OF FUNDS FORM/ACH AUTHORIZATION

I, the undersigned officer or agent of _____ ("Franchisee"), hereby authorize TownePost Network, Inc. (the "Franchisor") to withdraw or deposit funds, utilizing the following account, by ACH draft or electronic debit for payment or receipt of funds relating to Royalty Fees, Advertising Fees, or payment for goods and services. This Agreement may be terminated upon written notice to either Franchisor or the Bank.

Name on the account: _____
Address: _____
City, State, Zip: _____
Bank Routing Number: _____
Bank Account Number: _____
E-Mail Confirmation: _____

FRANCHISEE:

_____
By: _____
Name: _____
Title: _____

FRANCHISOR:
TownePost Network, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT C
LIST OF CURRENT FRANCHISEES

FRANCHISEE	CONTACT	LOCATION	PHONE NUMBER
Boston Media Group	Darren Boston	Avon, IN	317-716-8812
Circle City Marketing LLC	Kim Senkus	Kokomo, IN	317-501-1743
Cobo Media	Corey Boston	Jeffersontown, KY	502-407-0185
Molineros, LLC	Brandon Baltz	Noblesville, IN	317-514-9522
The Lakes Magazine, LLC	John Lewandowski	Knox, IN	574-249-9217
Michael Durr Photo/Video, LLC	Michael and Lindsey Durr	Indianapolis, IN	630-853-1142
AMJC, LLC	Jeff Hern	Muncie, IN	(317) 796-0912
AMG Media	Alison Gatz	Fishers, IN	(317) 289-8990
Justin Biehl Media Group, LLC	Justin Biehl	Geist, IN	(317) 294-7211
Blue Theory Management, LLC	Lyndsey Brown	Carmel, IN	(317) 402-0569
Sisters Media LLC	Amy Skirvin	Greenwood, IN	(317) 412-4652

EXHIBIT D
LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

FRANCHISEE	CONTACT	LOCATION	PHONE NUMBER
TC Publishing LLC*	Tom Garriott	Indianapolis, IN	317-797-8135
Magyar Group, LLP	Andy West	Carmel, IN	317-366-8198
West Design Group	Andy West	Carmel, IN	(317) 590-7388

EXHIBIT E
OPERATIONS MANUAL

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EXHIBIT F
FINANCIAL STATEMENTS

7:46 PM
11/12/25
Accrual Basis

TownePost Network, Inc.
Balance Sheet
As of July 17, 2025

	Jul 17, 25
ASSETS	
Current Assets	
Checking/Savings	
10000 · Chase Bank	37,386.89
Total Checking/Savings	37,386.89
Accounts Receivable	
12000 · Accounts Receivable	473,506.04
Total Accounts Receivable	473,506.04
Other Current Assets	
12050 · Allowance for Doubtful Accounts	-29,690.00
13000 · ACH Hold Account	7,220.16
14000 · Undeposited Funds	92,491.09
18000 · Prepaid Expense	22,865.88
Total Other Current Assets	92,887.13
Total Current Assets	603,780.06
Fixed Assets	
15000 · Furniture and Equipment	21,785.48
16000 · Accumulated Depreciation	-9,718.00
Total Fixed Assets	12,067.48
TOTAL ASSETS	**615,847.54**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	119,978.97
Total Accounts Payable	119,978.97
Other Current Liabilities	
20100 · Due to Avon Adv	311.53
20110 · Due to Avon Commissions	-106.69
20120 · Due to Avon Editorial	758.65
20410 · Due to Boone County Commissions	-151.50
20420 · Due to Boone County Editorial	486.27
21010 · Due to Brownsburg Commissions	80.52
21020 · Due to Brownsburg Editorial	320.10
21300 · Due to Carmel Adv	-50.00
21310 · Due to Carmel Commissions	728.80
21320 · Due to Carmel Editorial	1,327.09
21610 · Due to Center Grove Commissions	13.89

TownePost Network, Inc.
Balance Sheet
As of July 17, 2025

	Jul 17, 25
21620 · Due to Center Grove Editorial	609.01
22010 · Due to Fishers Commissions	4,989.83
22020 · Due to Fishers Editorial Paymen	2,779.55
22050 · Due to Franklin Editorial	1,000.00
22060 · Due to Franklin Commissions	322.99
22310 · Due to Geist Commissions	2,473.47
22320 · Due to Geist Editorial Payments	244.35
23210 · Due to Jeffersontown Commission	66.93
23220 · Due to Jeffersontown Editorial	210.22
23510 · Due to Kokomo Commissions	565.75
23520 · Due to Kokomo Editorial Payment	556.35
23910 · Due to Middletown Commissions	165.00
23920 · Due to Middletown Editorial	311.41
24010 · Due to Muncie Commissions	-157.50
24020 · Due to Muncie Editorial	693.57
24400 · Due to Noblesville Advertising	50.00
24410 · Due to Noblesville Commissions	-1,853.37
24420 · Due to Noblesville Editorial Pa	713.82
24510 · Due to North Indy Commissions	-1,419.77
24520 · Due to North Indy Editorial	1,099.75
24710 · Due to Plainfield Commissions	476.54
24720 · Due to Plainfield Editorial	162.73
25010 · Due to St. Matthews Commissions	93.76
25020 · Due to St. Matthews Editorial	290.20
25410 · Due to The Lakes Commissions	-471.00
25420 · Due to The Lakes Editorial	986.16
25700 · Due to The Lakes East	-37.50
25710 · Due to The Lakes East Commissio	-541.00
25720 · Due to The Lakes East Editorial	1,558.40
26110 · Due to Westfield Commissions	-1,245.07
26120 · Due to Westfield Editorial Paym	2,226.64
26500 · Due to Franchisees	606,808.69
27000 · Due to EP Graphics	6,818.47
27100 · Due to USPS - Publication Posta	-10,445.56
27200 · Due to Mailing List Purchases	-1,178.24
27500 · Note Payable	50,000.00
Total Other Current Liabilities	672,643.24
Total Current Liabilities	792,622.21
Total Liabilities	792,622.21

7:46 PM
11/12/25
Accrual Basis

TownePost Network, Inc.
Balance Sheet
As of July 17, 2025

	Jul 17, 25
Equity	
32000 · Retained Earnings	-147,662.58
33000 · Shareholder Distributions	-51,176.20
Net Income	22,064.11
Total Equity	-176,774.67
TOTAL LIABILITIES & EQUITY	**615,847.54**

2:22 PM
11/12/25
Accrual Basis

TownePost Network, Inc.
Profit & Loss
January 1 through July 17, 2025

	Jan 1 - Jul 17, 25
Ordinary Income/Expense	
Income	
Paid Subscriptions	50.00
41025 · Credit Card Fee Income	25,421.64
41050 · Avon Advertising	141,736.50
41100 · Boone County Advertising	139,992.00
41200 · Brownsburg Advertising	89,508.50
41250 · Carmel Advertising	147,590.75
41300 · Center Grove Advertising	121,353.50
41350 · Fishers Advertising	149,062.45
41375 · Franklin Advertising	109,033.50
41400 · Geist Advertising	118,593.00
41450 · Jeffersontown Advertising	202,598.48
41500 · Kokomo Advertising	115,522.00
41550 · Middletown Advertising	201,375.02
41600 · Muncie Advertising	98,868.00
41650 · Noblesville Advertising	130,479.50
41700 · North Indy Advertising	101,559.50
41750 · Plainfield Advertising	101,696.00
41800 · St. Matthews Advertising	199,029.75
41850 · The Lakes Advertising	275,488.50
41900 · The Lakes East Advertsing	317,103.25
41950 · Westfield Advertising	148,188.50
43010 · Editorial Income	1,511.02
43050 · Avon Production Fees	8,400.00
43100 · Boone County Production Fees	13,040.00
43200 · Brownsburg Production Fees	7,020.00
43250 · Carmel Production Fees	10,400.00
43300 · Center Grove Production Fees	10,190.00
43350 · Fishers Production Fees	10,000.00
43360 · Franklin Production Fees	8,600.00
43400 · Geist Production Fees	9,640.00
43450 · Jeffersontown Production Fees	7,500.00
43500 · Kokomo Production Fees	8,920.00
43550 · Middletown Production Fees	7,500.00
43600 · Muncie Production Fees	10,280.00
43650 · Noblesville Production Fees	8,940.00
43700 · North Indy Production Fees	7,200.00
43750 · Plainfield Production Fees	7,020.00
43800 · St. Matthews Production Fees	7,500.00
43850 · The Lakes Production Fees	16,020.00
43900 · The Lakes East Production Fees	18,060.00
43950 · Westfield Production Fees	9,300.00
44000 · Production Late Fees Income	5,100.00
45000 · Digital Income	604.92
45100 · Digital Media Income	302,210.18
47020 · Avon Royalties	8,973.20

2:22 PM
11/12/25
Accrual Basis

TownePost Network, Inc.
Profit & Loss
January 1 through July 17, 2025

	Jan 1 - Jul 17, 25
47040 · Boone County Royalties	15,223.35
47080 · Brownsburg Royalties	5,660.08
47100 · Carmel Royalties	14,585.08
47120 · Center Grove Royalties	7,423.97
47160 · Fishers Royalties	14,136.00
47170 · Franklin Royalties	7,169.82
47180 · Geist Royalties	12,569.55
47220 · Jeffersontown Royalties	13,031.76
47240 · Kokomo Royalties	12,354.10
47260 · Middletown Royalties	12,903.52
47280 · Muncie Royalties	10,905.20
47300 · Noblesville Royalties	8,918.88
47320 · North Indy Royalties	10,675.52
47340 · Plainfield Royalties	6,475.95
47360 · St. Matthews Royalties	12,726.01
47380 · The Lakes Royalties	29,200.67
47400 · The Lakes East Royalties	32,642.22
47420 · Westfield Royalties	10,254.44
48000 · Franchise Sales	7,000.00
48025 · Purchase Discount	973.25
48050 · Pre-Payment Discount	13,921.48
49000 · Outside Printing Sales	40,127.20
Total Income	3,737,057.71
Gross Profit	3,737,057.71
Expense	
51000 · Franchisee Distributions	67,271.00
51050 · Avon Distributions	136,079.00
51100 · Boone County Distributions	144,608.03
51150 · Brownsburg Distributions	79,437.00
51200 · Carmel Distributions	139,407.92
51250 · Center Grove Distributions	117,309.50
51300 · Fishers Distributions	144,457.92
51350 · Geist Distributions	129,572.50
51375 · Franklin Distributions	98,374.00
51400 · Jeffersontown Distributions	198,507.32
51450 · Kokomo Distributions	111,623.00
51500 · Middletown Distributions	199,020.52
51550 · Muncie Distributions	105,417.00
51600 · Noblesville Distributions	144,765.50
51650 · North Indy Distributions	92,698.48
51700 · Plainfield Distributions	103,662.50
51750 · St. Matthews Distributions	162,011.09
51800 · The Lakes Distributions	266,520.00
51850 · The Lakes East Distributions	307,985.50
51900 · Westfield Distributions	156,489.00

2:22 PM
11/12/25
Accrual Basis

TownePost Network, Inc.
Profit & Loss
January 1 through July 17, 2025

	Jan 1 - Jul 17, 25
52100 · Payroll Expenses - Executive	183,044.12
52300 · Health Insurance - Executive	22,154.47
53100 · Payroll Expenses - Production	134,356.31
53300 · Health Insurance - Production	18,954.47
53400 · Corporate Editorial Management	5,076.75
53450 · Custom Projects - Editorial	375.00
53500 · Production Subscriptions	3,804.82
55000 · Digital Media Expenses	18,627.96
55100 · Payroll Expenses - Digital Medi	2,916.69
55300 · Health Insurance - Digital	4,800.00
55400 · PPC Expense	145,069.95
55500 · Digital Media Expense	993.00
55600 · Digital Media Commissions	35,051.28
55800 · Digital Media Editorial	1,319.70
56700 · Outside Printing Commissions	12,485.34
58100 · Outside Printing	14,135.61
60100 · Rent Expense	14,107.00
60200 · Computer and Internet Expenses	9,329.39
60400 · Dues and Subscriptions	30,616.77
60500 · Professional Fees	41,325.50
60600 · Insurance Expense	2,843.30
60700 · Bank Service Charges	28,255.32
60800 · Marketing Expense	9,579.92
60900 · Consulting Expense	33,020.34
61000 · Telephone Expense	2,613.85
61200 · Meals and Entertainment	2,691.14
61300 · Office Supplies	3,722.94
61400 · Contributions	3,104.72
61500 · Utilities	2,025.10
61600 · Travel Expense	848.65
61650 · Automobile Expense	5,262.17
61700 · Interest Expense	2,783.87
61800 · Postage Expense	10,792.45
62000 · Property Tax Expense	77.00
Total Expense	3,711,381.68
Net Ordinary Income	25,676.03
Other Income/Expense	
Other Expense	
80000 · Ask My Accountant	3,611.92
Total Other Expense	3,611.92
Net Other Income	-3,611.92
Net Income	**22,064.11**

DEANDORTON

June 11, 2025

Management and Shareholders
TownePost Network, Inc.
Fishers, Indiana

Dean Dorton Allen Ford, PLLC (Dean Dorton, we, us, or our) has audited the financial statements of TownePost Network, Inc. (the Company) for the year ended December 31, 2024, and we will issue our report thereon dated June 11, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 28, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by TownePost Network, Inc. are described in the Summary of Significant Accounting Policies note to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2024. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

> Management's estimate of the allowance for credit losses is based on the Company's best estimate of accounts receivable that possibly may not be collectible. We evaluated the methods, assumptions and data used to develop the allowance for credit losses in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached Adjusting Journal Entries Report summarizes both the material and immaterial misstatements that were either provided to us by management or detected as a result of audit procedures and corrected by management.

Additionally, the attached Schedule of Passed Adjusting Journal Entries summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 11, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Management has provided all of the information that is relevant to their plans to mitigate the adverse effects of conditions or events that indicate there is substantial doubt about the Company's ability to continue as a going concern for at least one year after the date the financial statements are available to be issued, including their evaluation of the likelihood that those plans can be effectively implemented. This information has been included in Note 11 to the financial statements.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of management and the shareholders of TownePost Network, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Dean Dorton Allen Ford, PLLC

Client: ***TownePost Network, Inc.***

Engagement: ***TownePost Network, Inc.***
Period Ending: ***12/31/2024***
Workpaper: ***Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		**WTB**		
To record effect of PY AJEs for Beginning Balance of Retained Earnings to tie to PY's and clear out PY's				
12000	Accounts Receivable		50,000.00	
32000	Retained Earnings		9,255.00	
13000	ACH Hold Account			6,082.00
15000	Furniture and Equipment			216.00
16000	Accumulated Depreciation			2,486.00
33000	Shareholder Distributions			50,471.00
Total			**59,255.00**	**59,255.00**
Adjusting Journal Entries JE # 2		**WTB**		
To adjust effect of PY's AJE on CY Bank Service Charges account and re-clear out ACH Hold Account for the CY.				
13000	ACH Hold Account		6,082.00	
60700	Bank Service Charges			6,082.00
Total			**6,082.00**	**6,082.00**
Adjusting Journal Entries JE # 3		**4103.00**		
Carmel Territories' Revenue for Franchise Sales was recognized in the PY. Receipt of payment correctly recorded				
48000	Franchise Sales		50,000.00	
12000	Accounts Receivable			50,000.00
Total			**50,000.00**	**50,000.00**
Adjusting Journal Entries JE # 6		**1300.10**		
Record depreciation expense for 2024 (nonattest service per engagement letter)				
8000-00	Depreciation Expense		3,129.00	
16000	Accumulated Depreciation			3,129.00
Total			**3,129.00**	**3,129.00**
Adjusting Journal Entries JE # 7		**5103.00**		
Reverse trivial client entry for 2023 interest related to LOC				
27500	Note Payable		894.00	
61700	Interest Expense			894.00
Total			**894.00**	**894.00**
Adjusting Journal Entries JE # 8		**4101.00a**		
Reduce allowance for credit loss per discussion with client				
12050	Allowance for Doubtful Accounts		24,690.00	
61900	Bad Debt Expense			24,690.00
Total			**24,690.00**	**24,690.00**
Adjusting Journal Entries JE # 9		**5203.00**		
Accrue for legal invoices received subsequent to YE				
60500	Professional Fees		4,857.00	
20000	Accounts Payable			4,857.00
Total			**4,857.00**	**4,857.00**

Schedule of Passed Adjusting Journal Entries

Entity: TownePost Network, Inc. Balance Sheet Date: December 31, 2024

Description (Nature) of Audit Difference (AD)	Factual (F), Judgmental (J) or Projected (P)	Cause	W/P Ref.	Financial Statement Effect—Amount of Over (Under) Statement of:						
				Total Assets	Total Liabilities	Working Capital	Equity	Income Before Taxes	FIT% Income Taxes	0.00% Net Income
ROU Asset and Lease Liability understated for the Ford Lease	P	Long term lease that was treated as short term due to the immaterial effects on the financial statements.	5202.03	(16,654)	(16,654)				$0	$0
									$0	$0
									$0	$0
									$0	$0
Total				-$16,654	-$16,654	$0	$0	$0	$0	$0

Financial Statements for

TOWNEPOST NETWORK, INC.

Years Ended December 31, 2024 and 2023

With Independent Auditor's Report
Including Supplementary Information

DEANDORTON

TOWNEPOST NETWORK, INC.
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DEANDORTON

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
TownePost Network, Inc.
Fishers, Indiana

Opinion

We have audited the accompanying financial statements of TownePost Network, Inc. (the Company), an S Corporation, which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and retained deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TownePost Network, Inc. as of December 31, 2024 and 2023, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Substantial Doubt about the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 11 to the financial statements, the Company has incurred a net loss in 2024, and reports a retained deficit for 2024 and 2023. Management's evaluation of the events and conditions and management's plans regarding those matters are described in Note 11. The financial statements do not include any adjustments that might result from the outcome of uncertainty. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of expenses are presented for the purpose of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Dean Dorton Allen Ford, PLLC

Indianapolis, Indiana
June 11, 2025

TOWNEPOST NETWORK, INC.
BALANCE SHEETS

ASSETS

	December 31, 2024	December 31, 2023
Current Assets		
Cash	$ 48,602	$ 44,967
Accounts Receivable, Less Allowance for Expected Credit Losses: 2024 $5,000; 2023 $29,690	269,280	322,162
Prepaid Expenses	22,866	-
Total Current Assets	340,748	367,129
Furniture and Equipment, Net	6,236	2,926
Total Assets	$ 346,984	$ 370,055

LIABILITIES AND SHAREHOLDERS' DEFICIT

Current Liabilities		
Accounts Payable	$ 50,753	$ 66,387
Due to Franchisees	438,481	379,678
Deferred Revenue	10,735	40,165
Note Payable - Related Party	24,106	24,106
Total Current Liabilities	524,075	510,336
Shareholders' Deficit		
Common Stock, No Par Value; 1,000,000 Shares Authorized, Issued and Outstanding	1,000	1,000
Retained Deficit	(178,091)	(141,281)
Total Shareholders' Deficit	(177,091)	(140,281)
Total Liabilities and Shareholders' Deficit	$ 346,984	$ 370,055

See accompanying notes.

TOWNEPOST NETWORK, INC.
STATEMENTS OF (LOSS) INCOME AND RETAINED DEFICIT

	Years Ended December 31,	
	2024	**2023**
Revenues		
Print Media Advertising	$ 4,919,379	$ 4,693,481
Digital Media Advertising	355,354	356,997
Royalties	420,083	426,838
Page Layout Fees	285,120	258,240
Printing Surcharge	26,848	24,541
Initial and Transfer Franchise Fees	13,000	60,000
Outside Printing Sales	90,859	17,308
Other Income	24,601	13,101
Total Revenues	6,135,244	5,850,506
Expenses	6,172,054	5,842,535
Net (Loss) Income	(36,810)	7,971
Retained Deficit, Beginning of Year	(141,281)	(99,252)
Distributions	-	(50,000)
Retained Deficit, End of Year	$ (178,091)	$ (141,281)

See accompanying notes.

TOWNEPOST NETWORK, INC.
STATEMENTS OF CASH FLOWS

	Years Ended December 31,	
	2024	**2023**
Cash Flows From Operating Activities		
Net (Loss) Income	$ (36,810)	$ 7,971
Reconciliation of Net Income with		
Cash Provided by Operating Activities		
Depreciation	3,129	2,486
Changes In Operating Assets and Liabilities		
Accounts Receivable, Net	52,882	378,953
Other Assets	(22,866)	-
Accounts Payable	(15,634)	(50,318)
Due to Franchisees	58,803	(263,089)
Deferred Revenue	(29,430)	(14,140)
Cash Provided by Operating Activities	10,074	61,863
Cash Flows From Investing Activities		
Acquisition of Property and Equipment	(6,439)	-
Cash Flows From Financing Activities		
Change in Line of Credit	-	(13,019)
Change in Note Payable - Related Party	-	24,106
Shareholder Distributions	-	(50,000)
Cash Used by Financing Activities	-	(38,913)
Net Change in Cash	3,635	22,950
Beginning Cash Balance	44,967	22,017
Ending Cash Balance	$ 48,602	$ 44,967

See accompanying notes.

TOWNEPOST NETWORK, INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

TownePost Network, Inc. (the Company) provides a cost-effective way to advertise business through local monthly magazines. Over 200,000 copies are distributed monthly to both residents and businesses in communities in Indiana and Kentucky. The Company has 19 franchised publications as of December 31, 2024. Revenue is derived from advertising revenue and from franchisees in the form of initial franchise fees, royalty fees, and page layout and design fees. The Company's principal markets include Indiana and Kentucky. The Company's viability is dependent on the strength of the print advertising industry, the ability to sell additional franchises, success of franchisees to generate advertising sales, and the Company's ability to collect on its contracts with customers.

Use of Estimates

The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Certain estimates relate to unsettled transactions and events as of the date of the financial statements. Other estimates relate to assumptions about the ongoing operations and may impact future periods. Accordingly, upon settlement, actual results may differ from estimated amounts.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable consist of amounts due from customers and are generally unsecured. Accounts are stated at their contractual outstanding balances, net of any allowance for credit losses. The allowance for credit losses is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable and is based upon historical loss patterns, the number of days that billings are past due, and an evaluation of the potential risk of loss associated with specific accounts. The measurement of credit losses and subsequent changes in the allowance for credit losses are recorded in the statements of (loss) income and retained deficit as the amounts expected to be collected change.

The Company uses the aging method to estimate its expected credit losses on accounts receivable. In order to estimate expected credit losses, the Company assesses recent historical experience, current economic conditions and any reasonable and supportable forecasts to identify risk characteristics that are shared within the financial asset. These risk characteristics are then used to bifurcate the aging method into risk pools. Historical credit loss for each risk pool is then applied to the current period aging in the identified risk pools to determine the needed reserve allowance. In the absence of current economic conditions and/or forecasts that may affect future credit losses, the Company has determined that recent historical experience provides the best basis for estimating credit losses.

The determination of past due status on accounts receivable is based on the terms indicated on customer contracts and invoices. Account balances are charged against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Recoveries of accounts receivable previously written off are recorded when received. The Company does not charge interest on its past due receivables.

Estimating credit losses based on risk characteristics requires significant judgment by the Company. Significant judgments include but are not limited to assessing current economic conditions and the extent to which they would be relevant to the existing characteristics of the Company's financial assets, the estimated life of financial assets and the level of reliance on historical experience in light of economic conditions. The Company reviews and updates, when necessary, its historical risk characteristics that are meaningful to estimating credit losses, any new risk characteristics that arise in the natural course of business and the estimated life of its financial assets.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost and depreciated over the estimated useful lives of the related assets. Depreciation is computed using straight-line methods for financial reporting and accelerated methods for income tax purposes. Maintenance and repairs are charged to operations when incurred. Significant betterments and renewals in excess of $1,000 are capitalized.

The useful lives of property and equipment for purposes of computing depreciation are:

Furniture and Equipment	3 – 5 Years

Long-Lived Assets

Long-lived assets to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are measured based on the fair value of the asset, and long-lived assets to be disposed of by sale are reported at the lower of the carrying amount or fair value less costs to sell. Long-lived assets were measured for impairment, and no adjustments were deemed necessary during the years ended December 31, 2024 and 2023.

Revenue Recognition

Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services. The Company recognizes contract revenue for financial reporting purposes both over time and at a point in time.

Franchise Agreement Contracts

The Company owns and franchises the TownePost Network magazine concept. The franchise arrangement is documented in the form of a franchise agreement. Under the franchise agreement, the Company earns three types of revenue – initial franchise fees, royalties, and page layout fees.

Initial, Renewal, and Transfer Franchise Fees

Franchisees are required to remit an initial non-refundable franchise fee upon signing a 10-year franchise agreement with the Company. At the end of the initial 10-year franchise agreement, a renewal fee is due to renew the agreement for an additional 10-year period. If a franchisee wishes to transfer their territory to another franchisee, they are required to remit a one-time transfer fee.

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services include coaching and training, business cards, printed media kits, business leads for the franchisee's CRM, a postcard mailer to local businesses announcing the franchised business, and the provision of an operations manual.

In recognizing revenue for these franchise fees, the Company has elected to apply the practical expedient to account for certain pre-opening services performed for franchisees as distinct from the franchise license itself and has made an accounting policy election to account for all such services as a single performance obligation. The performance obligation is generally met within 3-6 months of signing the agreement and is marked by the issuance of the first published magazine for the franchised territory. Revenue is recognized at the point in time the performance obligation is met.

Royalties

The franchisees solicit business for advertising within their territory's magazine publication. The Company is entitled to monthly royalties based on a percentage of the franchisee's gross advertising sales as defined in the franchise agreement. The royalty revenue percentage applied to franchise revenue ranges from 6.5% to 10%.

In exchange for the royalties, the franchisees have the privilege of using the name and mark, TownePost Network®, the mark A TownePost Network Publication®, and the registered logo and any other proprietary marks, trade names, logos, and the like.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue from royalties is recognized over time utilizing an output method based on the time passed during the month in which the name, marks, and logo were available for use by the franchisee.

Page Layout and Printing Surcharge Fees

The Company provides design services to the franchisees for their magazine spreads. In exchange for this service, the franchisees pay a price per page. The Company's obligations include designing the pages and ensuring they are printed. The obligations are satisfied when the publication is printed. Revenue from page layout fees is recognized at the point in time the obligations are met.

The Company incurs costs in fulfilling these contracts that includes printing, shipping, and postage for the monthly magazines. The Company considers these costs to be directly related to the contract and generate or enhance resources used to satisfy performance obligations. Once obligations associated with the contracts have been fulfilled, the costs are classified as a receivable. At December 31, 2024 and 2023, there were no contract assets outstanding.

Advertising Contracts

The Company contracts with customers who desire to advertise in one or more of the franchised magazine territories, on the Company's website, or through other digital or print media. The Company's obligation is to ensure the advertisements are printed or placed according to specifications. Revenue from the advertisements is recognized at the point in time the obligation is met.

Other Considerations

In determining the amount and timing of revenue from contracts with customers, the Company exercises significant judgment with respect to collectability of the amount. However, the timing of recognition does not require significant judgments as it is based on the timing of when the publication is published, which requires no estimation.

Other estimates used in recognizing revenue include allocating variable consideration to incentive offerings, including pricing arrangements, promotions, and other volume based incentives at the time the sale is recorded. These estimates are based primarily on historical experience and anticipated performance over the contract period. Based on the certainty in estimating these amounts, they are included in the transaction price of the contracts and the associated remaining performance obligations.

Deferred revenue represents the portion of revenue attributable to services required to be provided by the Company that have not yet been substantially performed.

Advertising

The Company expenses the cost of advertising when incurred.

Retirement Plan

In January 2024, the company adopted a 401(k) plan for all employees who have completed three months of service and have also attained the age of 18. The plan document includes a safe harbor election, whereby the company contributes at least 3% of each eligible employee's compensation, each pay period. By its nature, the plan is fully funded.

Income Taxes

The Company has elected under Section 1362 of the Internal Revenue Code to be taxed as an 'S' Corporation. Under the provisions of this section, most of the tax liabilities and benefits from the corporation pass directly to its shareholders.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company has adopted the provisions of the accounting pronouncement related to accounting for uncertainty in income taxes. The Company recognized no interest or penalties in the statements of income and retained deficit for the years ended December 31, 2024 and 2023. If the situation arose in which the Company would have interest to recognize, it would recognize this as interest expense and penalties would be recognized in other expenses. Currently, the prior three years are open under Federal and state statutes of limitations and remain subject to review and change. The Company is not currently under audit nor has the Company been contacted by these jurisdictions.

Based on the evaluation of the Company's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the years ended December 31, 2024 and 2023.

Subsequent Events

The Company has evaluated subsequent events through June 11, 2025, which is the date the financial statements were available to be issued.

NOTE 2 - CASH AND CASH FLOWS

At various times throughout the year, the Company may have cash in certain financial institutions in excess of insured limits. The Federal Deposit Insurance Corporation (FDIC) insures account balances in all accounts up to $250,000 for each business depositor.

For purposes of the statements of cash flows, cash includes cash on hand and in a checking account.

Cash paid for interest was $7,275 and $1,848 for the years ended December 31, 2024 and 2023, respectively.

NOTE 3 - CONTRACT BALANCES

Accounts receivable and deferred revenue (contract liability) from contracts with customers were as follows:

	December 31,	
	2024	2023
Accounts Receivable, Net		
Beginning of Year	$ 322,162	$ 701,115
End of Year	$ 269,280	$ 322,162
Deferred Revenue		
Beginning of Year	$ 40,165	$ 54,305
End of Year	$ 10,735	$ 40,165

NOTE 4 - ALLOWANCE FOR CREDIT LOSSES

The allowance for credit losses related to accounts receivable was as follows:

	Years Ended December 31,	
	2024	2023
Allowance for Credit Losses, Beginning of Year	$ 29,690	$ 29,690
Provision for Expected Credit Losses	-	3,490
Writeoffs Charged Against the Allowance	-	(3,490)
Recoveries of Amounts Collected	(24,690)	-
Allowance for Credit Losses, End of Year	$ 5,000	$ 29,690

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment and related accumulated depreciation consisted of the following:

	December 31,	
	2024	2023
Furniture and Equipment	$ 21,569	$ 15,130
Less Accumulated Depreciation	15,333	12,204
Total Property and Equipment, Net	$ 6,236	$ 2,926

NOTE 6 - LINE OF CREDIT

The Company had available a $45,000 line of credit with a bank that was personally guaranteed by an owner of the Company. The outstanding balance on the line of credit was $13,019 and was paid in full during 2023. The line was closed upon final payment.

NOTE 7 - RELATED PARTY TRANSACTIONS

The Company has a demand note payable to a shareholder. Interest on the note was waived for the years ended December 31, 2024 and 2023 as it was immaterial. The total amount due was $24,106 at both December 31, 2024 and 2023.

Britt Interactive, Inc., an entity related through common ownership, transacted with the Company as follows:

	Years Ended December 31,	
	2024	2023
Page Layout Fees	$ -	$ 12,900
Royalties	$ -	$ 14,890
Franchise Sales Revenue	$ -	$ 20,000
Advertising Commission Expense	$ -	$ 267,942

The Company employed members of the shareholders' immediate families during the years ended December 31, 2024 and 2023.

NOTE 8 - LEASE COMMITMENTS

The Company leases office space from an unrelated party under a short-term lease arrangement. The lease requires monthly payments of approximately $1,800 - $2,000 per month and expires in October 2025. The Company leases co-working space as needed throughout the year under short-term rental arrangements. The Company leases a vehicle under a short-term rental arrangement requiring monthly payments of approximately $750 per month.

Total rental expense incurred under short-term leases was $33,378 and $24,659 for the years ended December 31, 2024 and 2023, respectively.

NOTE 9 - ADVERTISING EXPENSE

The Company incurred marketing expense of $19,579 and $10,146 for the years ended December 31, 2024 and 2023, respectively.

NOTE 10 - RETIREMENT PLAN EXPENSE

The Company incurred expenses related to the 401k retirement plan, offered to eligible employees, of $14,906 and $-0- for the years ended December 31, 2024 and 2023, respectively.

NOTE 11 - GOING CONCERN CONSIDERATIONS

The accompanying financial statements reflect a net loss for 2024 and retained deficit for 2024 and 2023, which may raise concern about the Company's ability to sustain operations.

Management has evaluated the financial conditions and has implemented the following strategies to improve financial performance.

- Price Increases: Management implemented a price increase to their customers in April 2025, which is expected to increase revenue by approximately $44,000 with no material incremental costs.
- Cost Savings: The Company began passing along credit card fees to the customer in January 2025, which is expected to save approximately $20,000 annually.
- Additional Charges: The Company is expecting to issue a technology fee to customers in 2025 that is expected to grow revenues by approximately $68,000 annually.
- Digital Media: As a result of new partnerships and initiatives, the Company has experienced an increase in demand for digital media advertising in the first quarter of 2025 and has secured contracts to continue the increase during the rest of 2025. The Company is projecting total digital media revenue to grow by nearly 180% from 2024.

Management believes that these plans, if successfully implemented, will enable the Company to continue as a going concern. Additionally, the owners of the Company are committed to sustaining future operations and are willing to provide short-term financial support via cash infusions or a reduction to their distributions. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

SUPPLEMENTARY INFORMATION

TOWNEPOST NETWORK, INC.
SCHEDULES OF EXPENSES

	Years Ended December 31,	
	2024	**2023**
Expenses		
Print Media Advertising Commission	$ 4,917,970	$ 4,696,249
Digital Media Advertising Commission	52,984	54,564
Digital Media Expense	256,661	217,342
Corporate Owned Publication Expenses	14,699	13,726
Payroll, Taxes, and Employee Benefits	557,576	451,656
Bank Charges	16,579	54,618
Depreciation Expense	3,129	2,486
Printing	34,037	11,179
Outside Printing Commissions	10,632	1,291
Computer and Internet	14,882	16,346
Contributions	2,830	6,800
Dues and Subscriptions	66,983	55,148
Insurance	63,543	78,748
Interest	7,275	1,848
Marketing	19,579	10,146
Meals and Entertainment	13,114	12,587
Office Supplies	6,443	5,375
Postage	14,997	293
Professional Fees	80,586	73,159
Rent	33,378	24,659
Telephone	4,164	7,133
Travel	1,106	37,303
Utilities	1,959	2,539
Other	1,638	3,850
Credit Loss Expense	(24,690)	3,490
Total Expenses	$ 6,172,054	$ 5,842,535

DEANDORTON

July 13, 2024

Management and Shareholders
TownePost Network, Inc.
Fishers, Indiana

Dean Dorton Allen Ford, PLLC (Dean Dorton, we, us, or our) has audited the financial statements of TownePost Network, Inc. (the Company) for the year ended December 31, 2023, and we will issue our report thereon dated July 13, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 13, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by TownePost Network, Inc. are described in the Summary of Significant Accounting Policies note to the financial statements. As described in the Note 1, the Company changed accounting policies related to credit losses by adopting ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, in 2023. No other new accounting policies were adopted and the application of existing policies was not changed during 2023. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

> Management's estimate of the allowance for credit losses is based on the Company's best estimate of accounts receivable that possibly may not be collectible. We evaluated the methods, assumptions and data used to develop the allowance for credit losses in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached Adjusting Journal Entries Report summarizes both the material and immaterial misstatements that were either provided to us by management or detected as a result of audit procedures and corrected by management.

Additionally, the attached Schedule of Passed Adjusting Journal Entries summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 13, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of management and the shareholders of TownePost Network, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Dean Dotton Allen Ford, PLLC

Client: ***TownePost Network, Inc.***
Engagement: ***TownePost Network, Inc.***
Period Ending: ***December 31, 2023***
Workpaper: ***Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		**1210.00**		
To close out PY shareholder distributions to RE.				
32000	Retained Earnings		471	
33000	Shareholder Distributions			471
Total			**471**	**471**
Adjusting Journal Entries JE # 2		**1210.00**		
To adjust for rounding				
32000	Retained Earnings		3	
61800	Postage Expense			3
Total			**3**	**3**
Adjusting Journal Entries JE # 3		**4201.01**		
Per management's request, to accrue EP Graphics invoice 65789 f of Jan 2024 issue (services performed in Dec 2023)				
27000	Due to EP Graphics		39,920	
20000	Accounts Payable			39,920
Total			**39,920**	**39,920**
Adjusting Journal Entries JE # 4		**5102.00**		
Per management's request, to record CY depreciation expense.				
8000-00	Depreciation Expense		2,486	
16000	Accumulated Depreciation			2,486
Total			**2,486**	**2,486**
Adjusting Journal Entries JE # 5		**5102.00**		
Per management's request, to reclassify office chair to expense				
61300	Office Supplies		216	
15000	Furniture and Equipment			216
Total			**216**	**216**
Adjusting Journal Entries JE # 6		**PBC**		
Per management's request, to clear out ACH hold account				
60700	Bank Service Charges		6,082	
13000	ACH Hold Account			6,082
Total			**6,082**	**6,082**
Adjusting Journal Entries JE # 9		**PBC**		
Per management's request, to accrue additional $50,000 franchise payment for Carmel territory				
1100-00	Accounts Receivable		50,000	
48000	Franchise Sales			50,000
Total			**50,000**	**50,000**

Schedule of Passed Adjusting Journal Entries

Entity: TownePost Network, Inc. **Balance Sheet Date:** December 31, 2023

Description (Nature) of Audit Difference (AD)	Factual (F), Judgmental (J) or Projected (P)	Cause	W/P Ref.	Financial Statement Effect—Amount of Over (Under) Statement of: Total Assets	Total Liabilities	Working Capital	Equity	Income Before Taxes	FIT% Income Taxes	0.00% Net Income
ROU Asset and Lease Liability understated for the Spark Fishers Lease	P	16 month lease that was treated as short term due to the immaterial effects on the financial statements.	5202.02	(21,132)	(21,132)	-	-	-	-	-
ROU Asset and Lease Liability understated for the Ford Lease	P	Long term lease that was treated as short term due to the immaterial effects on the financial statements.	5202.03	(24,023)	(24,023)	-	-	-	-	-
Total				(45,155)	(45,155)	-	-	-	-	-

Financial Statements for

TOWNEPOST NETWORK, INC.

Years Ended December 31, 2023 and 2022

With Independent Auditor's Report
Including Supplementary Information

DEANDORTON

TOWNEPOST NETWORK, INC.
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DEANDORTON

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
TownePost Network, Inc.
Fishers, Indiana

Opinion

We have audited the accompanying financial statements of TownePost Network, Inc. (an S Corporation) which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and retained deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TownePost Network, Inc. as of December 31, 2023 and 2022, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of expenses are presented for the purpose of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Prior Period Financial Statements

The financial statements as of December 31, 2022, were audited by VonLehman & Company Inc., who merged with Dean Dorton Allen Ford, PLLC as of January 1, 2024.

Dean Dorton Allen Ford, PLLC

Indianapolis, Indiana
July 13, 2024

TOWNEPOST NETWORK, INC.
BALANCE SHEETS

ASSETS

	December 31, 2023	December 31, 2022
Current Assets		
Cash	$ 44,967	$ 22,017
Accounts Receivable, Less Allowance for Expected Credit Losses: 2023 $29,690; 2022 $29,690	322,162	596,884
Accounts Receivable - Related Party	-	104,231
Total Current Assets	367,129	723,132
Furniture and Equipment, Net	2,926	5,412
Total Assets	$ 370,055	$ 728,544

LIABILITIES AND SHAREHOLDERS' DEFICIT

Current Liabilities		
Accounts Payable	$ 66,387	$ 116,705
Due to Franchisees	379,678	642,767
Deferred Revenue	40,165	54,305
Line of Credit	-	13,019
Note Payable - Related Party	24,106	-
Total Current Liabilities	510,336	826,796
Shareholders' Deficit		
Common Stock, No Par Value; 1,000,000 Shares Authorized, Issued and Outstanding	1,000	1,000
Retained Deficit	(141,281)	(99,252)
Total Shareholders' Deficit	(140,281)	(98,252)
Total Liabilities and Shareholders' Deficit	$ 370,055	$ 728,544

See accompanying notes.

TOWNEPOST NETWORK, INC.
STATEMENTS OF INCOME AND RETAINED DEFICIT

	Years Ended December 31,	
	2023	**2022**
Revenues		
Print Media Advertising	$ 4,693,481	$ 4,520,859
Digital Media Advertising	356,997	251,223
Royalties	426,838	363,933
Page Layout Fees	258,240	246,000
Printing Surcharge	24,541	22,879
Initial and Transfer Franchise Fees	60,000	65,000
Outside Printing Sales	17,308	12,879
Other Income	13,101	9,300
Gain on Extinguishment of Note Payable - Related Party	-	2,884
Total Revenues	5,850,506	5,494,957
Expenses	5,842,535	5,470,075
Net Income	7,971	24,882
Retained Deficit, Beginning of Year	(99,252)	(123,663)
Distributions	(50,000)	(471)
Retained Deficit, End of Year	$ (141,281)	$ (99,252)

See accompanying notes.

TOWNEPOST NETWORK, INC.
STATEMENTS OF CASH FLOWS

	Years Ended December 31,	
	2023	**2022**
Cash Flows From Operating Activities		
Net Income	$ 7,971	$ 24,882
Reconciliation of Net Income with		
Cash Provided by Operating Activities		
Depreciation	2,486	3,386
Gain on Extinguishment of Debt	-	(2,884)
Changes In Operating Assets and Liabilities		
Accounts Receivable, Net	378,953	(204,201)
Other Assets	-	1,250
Accounts Payable	(50,318)	(33,728)
Due to Franchisees	(263,089)	210,247
Deferred Revenue	(14,140)	(7,174)
Cash Provided (Used) by Operating Activities	61,863	(8,222)
Cash Flows From Financing Activities		
Change in Line of Credit	(13,019)	13,019
Change in Note Payable - Related Party	24,106	-
Shareholder Distributions	(50,000)	(471)
Cash (Used) Provided by Financing Activities	(38,913)	12,548
Net Change in Cash	22,950	4,326
Beginning Cash Balance	22,017	17,691
Ending Cash Balance	$ 44,967	$ 22,017

See accompanying notes.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

TownePost Network, Inc. (the Company) provides a cost-effective way to advertise business through local monthly magazines. Over 200,000 copies are distributed monthly to both residents and businesses in communities in Indiana and Kentucky. The Company has 19 franchised publications as of December 31, 2023. Revenue is derived from advertising revenue and from franchisees in the form of initial franchise fees, royalty fees, and page layout and design fees. The Company's principal markets include Indiana and Kentucky. The Company's viability is dependent on the strength of the print advertising industry, the ability to sell additional franchises, success of franchisees to generate advertising sales, and the Company's ability to collect on its contracts with customers.

Use of Estimates

The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Certain estimates relate to unsettled transactions and events as of the date of the financial statements. Other estimates relate to assumptions about the ongoing operations and may impact future periods. Accordingly, upon settlement, actual results may differ from estimated amounts.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable consist of amounts due from customers and are generally unsecured. Accounts are stated at their contractual outstanding balances, net of any allowance for credit losses. The allowance for credit losses is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable and is based upon historical loss patterns, the number of days that billings are past due, and an evaluation of the potential risk of loss associated with specific accounts. The measurement of credit losses and subsequent changes in the allowance for credit losses are recorded in the statements of income and retained deficit within general and administrative expenses as the amounts expected to be collected change.

The Company uses the aging method to estimate its expected credit losses on accounts receivable. In order to estimate expected credit losses, the Company assesses recent historical experience, current economic conditions and any reasonable and supportable forecasts to identify risk characteristics that are shared within the financial asset. These risk characteristics are then used to bifurcate the aging method into risk pools. Historical credit loss for each risk pool is then applied to the current period aging in the identified risk pools to determine the needed reserve allowance. In the absence of current economic conditions and/or forecasts that may affect future credit losses, the Company has determined that recent historical experience provides the best basis for estimating credit losses.

The determination of past due status on accounts receivable is based on the terms indicated on customer contracts and invoices. Account balances are charged against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Recoveries of accounts receivable previously written off are recorded when received. The Company does not charge interest on its past due receivables.

Based on these criteria, the Company has estimated an allowance for credit losses of $29,690 at December 31, 2023 and 2022.

Estimating credit losses based on risk characteristics requires significant judgment by the Company. Significant judgments include but are not limited to assessing current economic conditions and the extent to which they would be relevant to the existing characteristics of the Company's financial assets, the estimated life of financial assets and the level of reliance on historical experience in light of economic conditions. The Company reviews and updates, when necessary, its historical risk characteristics that are meaningful to estimating credit losses, any new risk characteristics that arise in the natural course of business and the estimated life of its financial assets.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost and depreciated over the estimated useful lives of the related assets. Depreciation is computed using straight-line methods for financial reporting and accelerated methods for income tax purposes. Maintenance and repairs are charged to operations when incurred. Significant betterments and renewals in excess of $1,000 are capitalized.

The useful lives of property and equipment for purposes of computing depreciation are:

Furniture and Equipment	3 – 5 Years

Long-Lived Assets

Long-lived assets to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are measured based on the fair value of the asset, and long-lived assets to be disposed of by sale are reported at the lower of the carrying amount or fair value less costs to sell. Long-lived assets were measured for impairment, and no adjustments were deemed necessary during the years ended December 31, 2023 and 2022.

Revenue Recognition

Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services. The Company recognizes contract revenue for financial reporting purposes both over time and at a point in time.

Franchise Agreement Contracts

The Company owns and franchises the TownePost Network magazine concept. The franchise arrangement is documented in the form of a franchise agreement. Under the franchise agreement, the Company earns three types of revenue – initial franchise fees, royalties, and page layout fees.

Initial, Renewal, and Transfer Franchise Fees

Franchisees are required to remit an initial non-refundable franchise fee upon signing a 10-year franchise agreement with the Company. At the end of the initial 10-year franchise agreement, a renewal fee is due to renew the agreement for an additional 10-year period. If a franchisee wishes to transfer their territory to another franchisee, they are required to remit a one-time transfer fee.

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services include coaching and training, business cards, printed media kits, business leads for the franchisee's CRM, a postcard mailer to local businesses announcing the franchised business, and the provision of an operations manual.

In recognizing revenue for these franchise fees, the Company has elected to apply the practical expedient to account for certain pre-opening services performed for franchisees as distinct from the franchise license itself and has made an accounting policy election to account for all such services as a single performance obligation. The performance obligation is generally met within 3-6 months of signing the agreement and is marked by the issuance of the first published magazine for the franchised territory. Revenue is recognized at the point in time the performance obligation is met.

Royalties

The franchisees solicit business for advertising within their territory's magazine publication. The Company is entitled to monthly royalties based on a percentage of the franchisee's gross advertising sales as defined in the franchise agreement. The royalty revenue percentage applied to franchise revenue ranges from 6.5% to 10%.

In exchange for the royalties, the franchisees have the privilege of using the name and mark, TownePost Network®, the mark A TownePost Network Publication®, and the registered logo and any other proprietary marks, trade names, logos, and the like.

Revenue from royalties is recognized over time utilizing an output method based on the time passed during the month in which the name, marks, and logo were available for use by the franchisee.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Page Layout and Printing Surcharge Fees

The Company provides design services to the franchisees for their magazine spreads. In exchange for this service, the franchisees pay a price per page. The Company's obligations include designing the pages and ensuring they are printed. The obligations are satisfied when the publication is printed. Revenue from page layout fees is recognized at the point in time the obligations are met.

The Company incurs costs in fulfilling these contracts that includes printing, shipping, and postage for the monthly magazines. The Company considers these costs to be directly related to the contract and generate or enhance resources used to satisfy performance obligations. Once obligations associated with the contracts have been fulfilled, the costs are classified as a receivable. At December 31, 2023 and 2022, there were no contract assets outstanding.

Advertising Contracts

The Company contracts with customers who desire to advertise in one or more of the franchised magazine territories, on the Company's website, or through other digital or print media. The Company's obligation is to ensure the advertisements are printed or placed according to specifications. Revenue from the advertisements is recognized at the point in time the obligation is met.

Other Considerations

In determining the amount and timing of revenue from contracts with customers, the Company exercises significant judgment with respect to collectability of the amount. However, the timing of recognition does not require significant judgments as it is based on the timing of when the publication is published, which requires no estimation.

Other estimates used in recognizing revenue include allocating variable consideration to incentive offerings, including pricing arrangements, promotions, and other volume based incentives at the time the sale is recorded. These estimates are based primarily on historical experience and anticipated performance over the contract period. Based on the certainty in estimating these amounts, they are included in the transaction price of the contracts and the associated remaining performance obligations.

Deferred revenue represents the portion of revenue attributable to services required to be provided by the Company that have not yet been substantially performed.

Advertising

The Company expenses the cost of advertising when incurred.

Income Taxes

The Company has elected under Section 1362 of the Internal Revenue Code to be taxed as an 'S' Corporation. Under the provisions of this section, most of the tax liabilities and benefits from the corporation pass directly to its shareholders.

The Company has adopted the provisions of the accounting pronouncement related to accounting for uncertainty in income taxes. The Company recognized no interest or penalties in the statements of income and retained deficit for the years ended December 31, 2023 and 2022. If the situation arose in which the Company would have interest to recognize, it would recognize this as interest expense and penalties would be recognized in other expenses. Currently, the prior three years are open under Federal and state statutes of limitations and remain subject to review and change. The Company is not currently under audit nor has the Company been contacted by these jurisdictions.

Based on the evaluation of the Company's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the years ended December 31, 2023 and 2022.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Adoption of New Accounting Standards

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* and associated amendments. This standard creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statement of income and retained deficit as the amounts expected to be collected change.

The adoption of the new standard did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Subsequent Events

The Company has evaluated subsequent events through July 13, 2024, which is the date the financial statements were available to be issued.

NOTE 2 - CASH AND CASH FLOWS

At various times throughout the year, the Company may have cash in certain financial institutions in excess of insured limits. The Federal Deposit Insurance Corporation (FDIC) insures account balances in all accounts up to $250,000 for each business depositor.

For purposes of the statements of cash flows, cash includes cash in a checking account.

Cash paid for interest was $1,848 and $9,343 for the years ended December 31, 2023 and 2022, respectively.

NOTE 3 - CONTRACT BALANCES

Accounts receivable and deferred revenue (contract liability) from contracts with customers were as follows:

	December 31,	
	2023	2022
Accounts Receivable, Net		
Beginning of Year	$ 701,115	$ 496,914
End of Year	$ 322,162	$ 701,115
Deferred Revenue		
Beginning of Year	$ 54,305	$ 61,479
End of Year	$ 40,165	$ 54,305

NOTE 4 - ALLOWANCE FOR CREDIT LOSSES

The allowance for credit losses related to accounts receivable was as follows:

	Year Ended December 31,	
	2023	2022
Allowance for Credit Losses, Beginning of Year	$ 29,690	$ 10,320
Current Period Provision for Expected Credit Losses	3,490	26,420
Writeoffs Charged Against the Allowance	(3,490)	(7,050)
Allowance for Credit Losses, End of Year	$ 29,690	$ 29,690

Estimating credit losses based on risk characteristics requires significant judgment by the Company. Significant judgments include but are not limited to assessing current economic conditions and the extent to which they would be relevant to the existing characteristics of the Company's financial assets, the estimated life of financial assets and the level of reliance on historical experience considering economic conditions. The Company reviews and updates, when necessary, its historical risk characteristics that are meaningful to estimating credit losses, any new risk characteristics that arise in the natural course of business and the estimated life of its financial assets.

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment and related accumulated depreciation consisted of the following:

	December 31,	
	2023	2022
Furniture and Equipment	$ 15,130	$ 15,130
Less Accumulated Depreciation	12,204	9,718
Total Property and Equipment, Net	$ 2,926	$ 5,412

NOTE 6 - LINE OF CREDIT

The Company had available a $45,000 line of credit with a bank that was personally guaranteed by an owner of the Company. At December 31, 2022 the outstanding balance on the line of credit was $13,019 and was paid in full during 2023. The line was closed upon final payment.

NOTE 7 - RELATED PARTY TRANSACTIONS

The Company has a demand note payable to a shareholder. Interest on the note was waived for the years ended December 31, 2023and 2022 as it was immaterial. The total amount due at December 31, 2023 and 2022 was $24,106 and $-0-, respectively.

Britt Interactive, Inc., an entity related through common ownership, transacted with the Company during the years ended December 31, 2023 and 2022. Activity was as follows:

	December 31,	
	2023	2022
Accounts Receivable	$ -	$ 104,231
Due to Franchisee	$ -	$ 78,603

	Years Ended December 31,	
	2023	2022
Page Layout Fees	$ 12,900	$ 26,100
Royalties	$ 14,890	$ 31,337
Franchise Sales Revenue	$ 20,000	$ -
Advertising Commission Expense	$ 267,942	$ 476,353

The Company employed members of the shareholders' immediate families during the years ended December 31, 2023 and 2022.

NOTE 8 - LEASE COMMITMENTS

The Company leases office space from an unrelated party under a short-term lease arrangement. The lease requires monthly payments of approximately $1,700 - $1,900 per month and expires in November 2024.

The Company leases co-working space as needed throughout the year under short-term rental arrangements.

The Company leases a vehicle under a short-term lease arrangement requiring monthly payments of approximately $750 per month.

Total rental expense incurred under short-term leases was $24,659 and $22,285 for the years ended December 31, 2023 and 2022, respectively.

NOTE 9 - ADVERTISING EXPENSE

The Company incurred marketing expense of $10,146 and $25,535 for the years ended December 31, 2023 and 2022, respectively.

TOWNEPOST NETWORK, INC.
SCHEDULES OF EXPENSES

	Years Ended December 31,	
	2023	**2022**
Expenses		
Print Media Advertising Commission	$ 4,696,249	$ 4,489,915
Digital Media Advertising Commission	54,564	27,362
Digital Media Expense	217,342	126,909
Corporate Owned Publication Expenses	13,726	37,546
Payroll, Taxes, and Employee Benefits	451,656	432,261
Bank Charges	54,618	17,345
Depreciation Expense	2,486	3,386
Printing	11,179	6,647
Outside Printing Commissions	1,291	-
Computer and Internet	16,346	18,923
Contributions	6,800	3,910
Dues and Subscriptions	55,148	67,352
Insurance	78,748	40,893
Interest	1,848	9,343
Marketing	10,146	25,535
Meals and Entertainment	12,587	11,973
Office Supplies	5,375	8,628
Postage	293	330
Professional Fees	73,159	57,004
Rent	24,659	22,285
Telephone	7,133	9,806
Franchise Sale Commissions	-	21,000
Travel	37,303	2,371
Utilities	2,539	2,931
Other	3,850	-
Credit Loss Expense	3,490	26,420
Total Expenses	$ 5,842,535	$ 5,470,075

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CPA & ADVISORY FIRM

June 23, 2023

Management and Shareholders
TownePost Network, Inc.
Fishers, Indiana

We have audited the financial statements of TownePost Network, Inc. for the year ended December 31, 2022, and we will issue our report thereon dated June 23, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 16, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Company are described in the Summary of Significant Accounting Policies note to the financial statements. As described in the notes to the financial statements, the Company changed accounting policies related to leases by adopting FASB ASC 842, *Leases*. The new standard had no effect on the financial statements. No other new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

> Management's estimate of the depreciation expense is based on the estimated useful lives of assets using the straight-line method. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of the collectability of accounts receivable is based on the Company's collection history, the financial stability and recent payment history of the chapters, and other pertinent factors. We evaluated the key factors and assumptions used to develop the collectability of accounts receivable in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached Adjusting Journal Entries Report summarizes both the material and immaterial misstatements that were either provided to us by management or detected as a result of audit procedures and corrected by management.

Additionally, the attached Schedule of Passed Adjusting Journal Entries summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 23, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We communicated significant risks of material misstatement we had identified as part of our planning in our letter to you dated January 16, 2023. After that letter and upon further planning leading up to the audit, we added risks related to the valuation of accounts receivable.

This information is intended solely for the use of management and the shareholders of TownePost Network, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

VonLehman & Company Inc.

Client: ***TownePost Network, Inc.***

Engagement: ***TownePost Network, Inc.***
Period Ending: ***12/31/2022***
Workpaper: ***Adjusting Journal Entries Report***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		**PY TB**		
Per management's request, to close out 2021 shareholder distributions to Retained Earnings and correct retained				
5013-00	Office Supplies		3,967.00	
3200-00	Retained Earnings			1,678.00
3300-00	Shareholder Distributions			2,289.00
Total			**3,967.00**	**3,967.00**
Adjusting Journal Entries JE # 6		**GL**		
Per management's request, to expense trivial purchase to expense				
5013-00	Office Supplies		514.00	
1400-00	Furniture and Equipment			514.00
Total			**514.00**	**514.00**
Adjusting Journal Entries JE # 7		**Depreciation Schedule**		
Per management's request, to adjust depreciation expense for 2022 to agree to schedule maintained by VL for				
8000-00	Depreciation Expense		3,386.00	
1500-00	Accumulated Depreciation			3,386.00
Total			**3,386.00**	**3,386.00**
Adjusting Journal Entries JE # 8		**PBC / GL**		
Per management's request, to clear out ACH hold account				
5000-00	Bank Service Charges		2,165.00	
1200-00	ACH Hold Account			2,165.00
Total			**2,165.00**	**2,165.00**
Adjusting Journal Entries JE # 9		**GL**		
Per management's request, to true up the line of credit balance to agree to the statement balance				
2200-00	Note Payable		949.00	
5000-00	Bank Service Charges			949.00
Total			**949.00**	**949.00**
Adjusting Journal Entries JE # 10		**PBC**		
Per management's request, to true up interest payments on line of credit to agree to the statement.				
5009-00	Interest Expense		8,120.00	
2200-00	Note Payable			8,120.00
Total			**8,120.00**	**8,120.00**
Adjusting Journal Entries JE # 11		**PBC**		
Per management's request, to write off interest due on related party note payable				
2200-00	Note Payable		2,884.00	
9999	Gain on Extinguishment of Debt			2,884.00
Total			**2,884.00**	**2,884.00**
Adjusting Journal Entries JE # 13		**4101.00**		
Per management's request, to increase allowance for specific customer invoices (Ashlin Hadden Ins; eSpot Spa;				
9000-00	Bad Debt Expense		19,370.00	
1150-00	Allowance for Doubtful Accounts			19,370.00
Total			**19,370.00**	**19,370.00**
Adjusting Journal Entries JE # 14		**TB**		
Per management's request - to adjust for Lakes East commissions which were not recorded prior to audit.				
5200-00	Commission Expense		510,207.00	
4500-00	Advertising Revenue (non-corp o			510,207.00
Total			**510,207.00**	**510,207.00**
Adjusting Journal Entries JE # 15		**4101.00**		
Per management's request - to record an invoice that was missed during upload (client has already recorded, no need				
1100-00	Accounts Receivable		12,600.00	
2112-01	Due to Jeffersontown Adv			4,200.00
2117-01	Due to Middletown Adv			4,200.00
2122-01	Due to St. Matthews Advertising			4,200.00
Total			**12,600.00**	**12,600.00**

Passed Audit Adjustments

Entity: TownePost Network, Inc. Balance Sheet Date: December 31, 2022

Description (Nature) of Audit Difference (AD)	Factual (F), Judgmental (J) or Projected (P)	Cause	W/P Ref.	Financial Statement Effect—Amount of Over (Under) Statement of:						
				Total Assets	Total Liabilities	Working Capital	Equity	Income Before Taxes	FIT% Income Taxes	0.00% Net Income
Advertising revenue is overstated and deferred revenue is understated.	F	Revenue for 2023 Conner Prairie advertising was recognized in 2022 before it was earned.	4101.00 & 4103.00		-$19,250	-$19,250	$19,250	$19,250	$0	$19,250
Advertising revenue is overstated and deferred revenue is understated.	F	Revenue for Jan - Mar. 2023 Pop Con advertising was recognized in 2022 before it was earned.	4103.00		-$5,000	-$5,000	$5,000	$5,000	$0	$5,000
Advertising revenue is overstated and deferred revenue is understated.	F	Revenue for 2023 W. A. Zimmer Co. advertising was recognized in 2022 before it was earned.	4103.00		-$12,132	-$12,132	$12,132	$12,132	$0	$12,132
Uncollectable invoices remained in the allowance and accounts receivable balances at year end - this results in a net effect of $0 for total assets as both the allowance and accounts receivable are overstated.	F	Invoices were written off in 2023 but were considered uncollectible at 12/31/22.	4101.00	$0 net effect; $11,120 AR $11,120 Allowance					$0	$0
									$0	$0
									$0	$0
									$0	$0
Total				$0	-$36,382	-$36,382	$36,382	$36,382	$0	$36,382

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TownePost Network, Inc.

December 31, 2022

Financial Statements and Independent Auditors' Report
Including Supplementary Information

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INDEPENDENT AUDITORS' REPORT

To the Shareholders of
TownePost Network, Inc.
Fishers, Indiana

Opinion

We have audited the accompanying financial statements of TownePost Network, Inc. (an S Corporation) which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income and retained deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TownePost Network, Inc. as of December 31, 2022 and 2021, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

VonLehman & Company Inc.

Indianapolis, Indiana
June 23, 2023

TOWNEPOST NETWORK, INC.
BALANCE SHEETS

ASSETS

	December 31, 2022	December 31, 2021
Current Assets		
Cash	$ 22,017	$ 17,691
Accounts Receivable, Net	596,884	335,615
Accounts Receivable, Related Party	104,231	161,299
Other Assets	-	1,250
Total Current Assets	723,132	515,855
Furniture and Equipment, Net	5,412	8,798
Total Assets	$ 728,544	$ 524,653

LIABILITIES AND SHAREHOLDERS' DEFICIT

Current Liabilities		
Accounts Payable	$ 116,705	$ 150,433
Due to Franchisees	642,767	432,520
Deferred Revenue	54,305	61,479
Line of Credit	13,019	-
Note Payable - Related Party	-	2,884
Total Current Liabilities	826,796	647,316
Shareholders' Deficit		
Common Stock, No Par Value; 1,000,000 Shares Authorized, Issued and Outstanding	1,000	1,000
Retained Deficit	(99,252)	(123,663)
Total Shareholders' Deficit	(98,252)	(122,663)
Total Liabilities and Shareholders' Deficit	$ 728,544	$ 524,653

See accompanying notes.

TOWNEPOST NETWORK, INC.
STATEMENTS OF INCOME AND RETAINED DEFICIT

	Years Ended December 31,	
	2022	**2021**
Revenues		
Print Media Advertising	$ 4,520,859	$ 3,939,980
Digital Media Advertising	251,223	13,826
Royalties	363,933	307,012
Page Layout Fees	246,000	237,582
Printing Surcharge	22,879	19,048
Initial and Transfer Franchise Fees	65,000	45,000
Outside Printing Sales	12,879	16,459
Other Income	9,300	1,811
Gain on Extinguishment of Debt	2,884	92,200
Total Revenues	5,494,957	4,672,918
Expenses	5,470,075	4,615,961
Net Income	24,882	56,957
Retained Deficit, Beginning of Year	(123,663)	(178,331)
Distributions	(471)	(2,289)
Retained Deficit, End of Year	$ (99,252)	$ (123,663)

See accompanying notes.

TOWNEPOST NETWORK, INC.
STATEMENTS OF CASH FLOWS

	Years Ended December 31,	
	2022	**2021**
Cash Flows From Operating Activities		
Net Income	$ 24,882	$ 56,957
Reconciliation of Net Income with		
Cash Provided by Operating Activities		
Depreciation	3,386	6,332
Gain on Extinguishment of Debt	(2,884)	(92,200)
Changes In Operating Assets and Liabilities		
Accounts Receivable, Net	(204,201)	(66,434)
Other Assets	1,250	(1,250)
Accounts Payable	(33,728)	4,198
Due to Franchisees	210,247	114,903
Deferred Revenue	(7,174)	22,118
Cash (Used) Provided by Operating Activities	(8,222)	44,624
Cash Flows From Investing Activities		
Acquisition of Property and Equipment	-	(2,032)
Cash Flows From Financing Activities		
Change in Line of Credit	13,019	-
Change in Note Payable - Related Party	-	(36,950)
Shareholder Distributions	(471)	(2,289)
Cash Provided (Used) by Financing Activities	12,548	(39,239)
Net Change in Cash	4,326	3,353
Beginning Cash Balance	17,691	14,338
Ending Cash Balance	$ 22,017	$ 17,691

See accompanying notes.

TOWNEPOST NETWORK, INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

TownePost Network, Inc. (the Company) provides a cost-effective way to advertise business through local monthly magazines. Over 200,000 copies are distributed monthly to both residents and businesses in communities in Indiana and Kentucky. The Company has 19 franchised publications as of December 31, 2022. Revenue is derived from advertising revenue and from franchisees in the form of initial franchise fees, royalty fees, and page layout and design fees. The Company's principal markets include Indiana and Kentucky. The Company's viability is dependent on the strength of the print advertising industry, the ability to sell additional franchises, success of franchisees to generate advertising sales, and the Company's ability to collect on its contracts with customers.

Use of Estimates

The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Certain estimates relate to unsettled transactions and events as of the date of the financial statements. Other estimates relate to assumptions about the ongoing operations and may impact future periods. Accordingly, upon settlement, actual results may differ from estimated amounts.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at their contractual outstanding balances, net of any allowance for doubtful accounts. Accounts are considered past due if any portion of an account has not been paid in full within the contractual terms of the account. The Company begins to assess its ability to collect receivables that are over 90 days past due and provides for an adequate allowance for doubtful accounts based on the Company's collection history, the financial stability and recent payment history of the customer, and other pertinent factors. Based on these criteria, the Company has estimated an allowance for doubtful accounts of $29,690 and $10,320 at December 31, 2022 and 2021, respectively.

Property and Equipment

Property and equipment are stated at cost and depreciated over the estimated useful lives of the related assets. Depreciation is computed using straight-line methods for financial reporting and accelerated methods for income tax purposes. Maintenance and repairs are charged to operations when incurred. Significant betterments and renewals in excess of $1,000 are capitalized.

The useful lives of property and equipment for purposes of computing depreciation are:

Furniture and Equipment	3 – 5 Years

Long-Lived Assets

Long-lived assets to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are measured based on the fair value of the asset, and long-lived assets to be disposed of by sale are reported at the lower of the carrying amount or fair value less costs to sell. Long-lived assets were measured for impairment, and no adjustments were deemed necessary during the years ended December 31, 2022 and 2021.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services. The Company recognizes contract revenue for financial reporting purposes both over time and at a point in time.

Franchise Agreement Contracts

The Company owns and franchises the TownePost Network magazine concept. The franchise arrangement is documented in the form of a franchise agreement. Under the franchise agreement, the Company earns three types of revenue – initial franchise fees, royalties, and page layout fees.

Initial, Renewal, and Transfer Franchise Fees

Franchisees are required to remit an initial non-refundable franchise fee upon signing a 10-year franchise agreement with the Company. At the end of the initial 10-year franchise agreement, a renewal fee is due to renew the agreement for an additional 10-year period. If a franchisee wishes to transfer their territory to another franchisee, they are required to remit a one-time transfer fee.

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services include coaching and training, business cards, printed media kits, business leads for the franchisee's CRM, a postcard mailer to local businesses announcing the franchised business, and the provision of an operations manual.

In recognizing revenue for these franchise fees, the Company has elected to apply the practical expedient to account for certain pre-opening services performed for franchisees as distinct from the franchise license itself and has made an accounting policy election to account for all such services as a single performance obligation. The performance obligation is generally met within 3-6 months of signing the agreement and is marked by the issuance of the first published magazine for the franchised territory. Revenue is recognized at the point in time the performance obligation is met.

Royalties

The franchisees solicit business for advertising within their territory's magazine publication. The Company is entitled to monthly royalties based on a percentage of the franchisee's gross advertising sales as defined in the franchise agreement. The royalty revenue percentage applied to franchise revenue ranges from 6.5% to 10%.

In exchange for the royalties, the franchisees have the privilege of using the name and mark, TownePost Network®, the mark A TownePost Network Publication®, and the registered logo and any other proprietary marks, trade names, logos, and the like.

Revenue from royalties is recognized over time utilizing an output method based on the time passed during the month in which the name, marks, and logo were available for use by the franchisee.

Page Layout and Printing Surcharge Fees

The Company provides design services to the franchisees for their magazine spreads. In exchange for this service, the franchisees pay a price per page. The Company's obligations include designing the pages and ensuring they are printed. The obligations are satisfied when the publication is printed. Revenue from page layout fees is recognized at the point in time the obligations are met.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company incurs costs in fulfilling these contracts that includes printing, shipping, and postage for the monthly magazines. The Company considers these costs to be directly related to the contract and generate or enhance resources used to satisfy performance obligations. Once obligations associated with the contracts have been fulfilled, the costs are classified as a receivable. At December 31, 2022 and 2021, there were no contract assets outstanding.

Advertising Contracts

The Company contracts with customers who desire to advertise in one or more of the franchised magazine territories, on the Company's website, or through other digital or print media. The Company's obligation is to ensure the advertisements are printed or placed according to specifications. Revenue from the advertisements is recognized at the point in time the obligation is met.

Other Considerations

In determining the amount and timing of revenue from contracts with customers, the Company exercises significant judgment with respect to collectability of the amount. However, the timing of recognition does not require significant judgments as it is based on the timing of when the publication is published, which requires no estimation.

Other estimates used in recognizing revenue include allocating variable consideration to incentive offerings, including pricing arrangements, promotions, and other volume based incentives at the time the sale is recorded. These estimates are based primarily on historical experience and anticipated performance over the contract period. Based on the certainty in estimating these amounts, they are included in the transaction price of the contracts and the associated remaining performance obligations.

Deferred revenue represents the portion of revenue attributable to services required to be provided by the Company that have not yet been substantially performed.

Advertising

The Company expenses the cost of advertising when incurred.

Income Taxes

The Company has elected under Section 1362 of the Internal Revenue Code to be taxed as an 'S' Corporation. Under the provisions of this section, most of the tax liabilities and benefits from the corporation pass directly to its shareholders.

The Company has adopted the provisions of the accounting pronouncement related to accounting for uncertainty in income taxes. The Company recognized no interest or penalties in the statements of income and retained deficit for the years ended December 31, 2022 and 2021. If the situation arose in which the Company would have interest to recognize, it would recognize this as interest expense and penalties would be recognized in other expenses. Currently, the prior three years are open under Federal and state statutes of limitations and remain subject to review and change. The Company is not currently under audit nor has the Company been contacted by these jurisdictions.

Based on the evaluation of the Company's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the years ended December 31, 2022 and 2021.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Adoption of New Accounting Standards

Lease Accounting Standard

Effective January 1, 2022, the company adopted FASB ASC 842, *Leases*. The new standard establishes a right of use (ROU) model that requires a lessee to record an ROU asset and a lease liability on the statements of financial position for all leases with terms longer than 12 months. Leases are classified as either finance or operating, with classification affecting the a pattern of expense recognition in the statements of activities. Leases with a term of less than 12 months will not record a ROU asset and lease liability and the payments will be recognized into profit or loss on a straight-line basis over the term of the lease.

The Company elected to adopt FASB ASC 842, *Leases*, using the optional transition method that allows the Company to initially apply the new lease standard at the adoption date and recognize a cumulative effect adjustment to the opening balance of net assets in the period of adoption. As a result, the Company reporting for the comparative period presented in the statements is in accordance with FASB ASC 840.

The Company elected to adopt the package of practical expedients available under the transition guidance with the new standard. This package includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption, and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract. The Company also elected to adopt the practical expedient to use hindsight to determine the lease term and assess the impairment of the right of use assets.

The adoption of FASB ASC 842, *Leases*, had no impact on January 1, 2022 financials.

Subsequent Events

The Company has evaluated subsequent events through June 23, 2023, which is the date the financial statements were available to be issued.

NOTE 2 - CASH AND CASH FLOWS

At various times throughout the year, the Company may have cash in certain financial institutions in excess of insured limits. The Federal Deposit Insurance Corporation (FDIC) insures account balances in all accounts up to $250,000 for each business depositor.

For purposes of the statements of cash flows, cash includes cash in a checking account.

Cash paid for interest was $9,343 and $2,473 for the years ended December 31, 2022 and 2021, respectively.

NOTE 3 - CONTRACT BALANCES

Accounts receivable and deferred revenue (contract liability) from contracts with customers were as follows:

	December 31, 2022	December 31, 2021
Accounts Receivable, Net		
Beginning of Year	$ 496,914	$ 430,480
End of Year	$ 701,115	$ 496,914
Deferred Revenue		
Beginning of Year	$ 61,479	$ 39,361
End of Year	$ 54,305	$ 61,479

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment and related accumulated depreciation consisted of the following:

	December 31, 2022	December 31, 2021
Furniture and Equipment	$ 15,130	$ 15,130
Less Accumulated Depreciation	9,718	6,332
Total Property and Equipment, Net	$ 5,412	$ 8,798

NOTE 5 - PAYCHECK PROTECTION PROGRAM LOAN FUNDING

In 2020, the Company received loan proceeds in the amount of $92,200 under the Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), provided for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying organization. The loans and accrued interest are forgivable provided the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent, utilities, and certain other allowable expenses within a period of up to 24 weeks and maintains other designated thresholds.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments until the later of a) 10 months following the borrower's covered period or b) when the SBA remits any amounts forgiven to the lender. The Company intended to use the proceeds for purposes consistent with the PPP and thus expected to receive approval of its application for the loan to be forgiven in the future. However, as no assurance could be provided as of December 31, 2020, the Company determined it appropriate to account for the PPP loan as debt under the guidance in ASC 470, *Debt* as of that date.

In 2021, the loan was legally forgiven by the Small Business Administration, who has paid the lender the total amount of the loan. As a result, the Company has recognized a gain on extinguishment of debt on its statements of income and retained deficit for the year ended December 31, 2021 in the amount of $92,200.

NOTE 6 - LINE OF CREDIT

The Company has available a $45,000 line of credit with a bank. The line of credit is guaranteed by an owner of the Company and charges interest at a rate of 42.8%. At December 31, 2022 and 2021, the outstanding balance on the line of credit was $13,019 and $-0-, respectively.

NOTE 7 - RELATED PARTY TRANSACTIONS

Activity between the Company and Britt Interactive, Inc., an entity related through common ownership, as of and during the years ended December 31, 2022 and 2021 was as follows:

	December 31,	
	2022	2021
Accounts Receivable	$ 104,231	$ 161,299
Due to Franchisee	$ 78,603	$ 57,139

	Years Ended December 31,	
	2022	2021
Page Layout Fees	$ 26,100	$ 30,562
Royalties	$ 31,337	$ 29,124
Advertising Commission	$ 476,353	$ 444,397

The Company had a demand note payable to a shareholder. Interest on the note was waived for the years ended December 31, 2022 and 2021 as it was immaterial. During 2022, the shareholder forgave the note payable balance of $2,884. The total amount due at December 31, 2022 and 2021 was $-0- and $2,884, respectively.

The Company employed members of the shareholders' immediate families during the years ended December 31, 2022 and 2021.

NOTE 8 - OPERATING LEASE COMMITMENTS

The Company leased office space from an unrelated party for $1,725 per month under a 12-month lease agreement that expired on August 1, 2022.

The Company entered into a new lease agreement for office space from an unrelated party in July 2022. The lease expires on August 1, 2023 and requires monthly payments of $1,800 per month.

The remaining minimum payments on this lease is $12,635 at December 31, 2022.

The Company leases co-working space as needed throughout the under short-term arrangements.

Total rental expense incurred under short-term leases was $22,285 and $21,089 for the years ended December 31, 2022 and 2021, respectively.

NOTE 9 - ADVERTISING EXPENSE

The Company incurred marketing expense of $25,535 and $11,256 for the years ended December 31, 2022 and 2021, respectively.

SUPPLEMENTARY INFORMATION

TOWNEPOST NETWORK, INC.
SCHEDULES OF EXPENSES

	Years Ended December 31,	
	2022	**2021**
Expenses		
Print Media Advertising Commission	$ 4,489,915	$ 3,819,415
Digital Media Advertising Commission	27,362	380
Digital Media Expense	126,909	-
Corporate Owned Publication Expenses	37,546	92,997
Payroll, Taxes, and Employee Benefits	432,261	399,171
Bank Charges	17,345	12,694
Depreciation Expense	3,386	6,332
Printing	6,647	19,441
Computer and Internet	18,923	18,528
Consulting	10,454	25,032
Contributions	3,910	1,006
Dues and Subscriptions	67,352	64,043
Insurance	40,893	34,954
Interest	9,343	2,473
Marketing	25,535	11,256
Meals and Entertainment	11,973	10,184
Office Supplies	8,628	3,031
Postage	330	475
Professional Fees	46,550	30,858
Rent	22,285	21,089
Telephone	9,806	9,328
Franchise Sale Commissions	21,000	8,000
Travel	2,371	3,363
Utilities	2,931	1,710
Bad Debt Expense	26,420	20,201
Total Expenses	$ 5,470,075	$ 4,615,961

EXHIBIT G

LIST OF AGENTS FOR SERVICE OF PROCESS

Our agents for service of process are as follows:

California: California Commissioner of Corporations 1390 Market Street Suite 800 San Francisco, California 94102	North Dakota: North Dakota Securities Department Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-2910
Hawaii: Commissioner of Securities 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2744	Oregon: Director of Oregon Department of Insurance and Finance 700 Summer Street, N.E. Suite 120 Salem, Oregon 97310 (503) 378-4387
Illinois: Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-1090	Rhode Island: Division of Securities 1511 Pontiac Avenue John O. Pastore Complex- Building 69-1 Cranston, Rhode Island 02920 (401) 222-3048
Maryland: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	South Dakota: Director of South Dakota Division of Securities Department of Revenue and Regulation 445 E. Capital Pierre, South Dakota 57501 (605) 773-4823
Michigan: Michigan Department of Commerce, Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910 (517) 334-6212	Virginia: Clerk State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
Minnesota: Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	Washington: Securities Administrator Washington State Department of Financial Institutions General Admin Building 210 11th Avenue, S.W. Olympia, Washington 98504 (360) 902-8760
New York: New York Secretary of State	Wisconsin: Wisconsin Commissioner of Securities

41 State Street Albany, New York 12231 (518) 473-2492	345 West Washington Street, 4th Floor Madison, Wisconsin 53703

Additional Agent for Service of Process:
Jeanne Britt
8800 North Street, Suite 117
Fishers, IN 46038

EXHIBIT H
STATE SPECIFIC ADDITIONAL DISCLOSURES AND STATE SPECIFIC ADDENDA

INDIANA

ADDENDUM TO TOWNEPOST NETWORK, INC.'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:

Under Indiana Code § 23-2-2.7-1(4), Franchisor will not obtain money, goods, services, or any other benefit from any other person with whom Franchisee does business, on account of, or in relation to, the transaction between Franchisee and the other person, other than for compensation for services rendered by Franchisor, unless the benefit is promptly accounted for, and transmitted by Franchisee.

2. ITEMS 6 and 9 of the Disclosure Document are amended to add the following:

Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if the procedures or products were utilized by Franchisee in the manner required by Franchisor.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

Indiana Code § 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

4. The following is added to the end of the "Summary" sections of Item 17(e), titled "**Termination by franchisor without cause**":

Indiana Code § 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and the termination is not in bad faith.

5. The following is added to the end of the "Summary" sections of Item 17(r), titled "**Non-competition covenants after the franchise is terminated or expired**":

Indiana Code § 23-2-2.7-1(9) prohibits the post-termination covenant not to compete to have a geographical limitation larger than the Territory granted to Franchisee under the Franchise Agreement.

ADDENDUM TO TOWNEPOST NETWORK, INC.'S FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this_____day of_____, 20_____, is by and between TownePost Network, Inc. and _____ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Ind. Code § 23-2-2.7, et seq., and the Indiana Franchise Disclosure Law, Ind. Code § 23-2- 2.5, et seq., the Agreement is amended as follows:

- In accordance with IC 23-2-2.7-1(2), Section 5 does not permit Franchisor to compete unfairly with Franchisee within a reasonable area.

- In accordance with IC 23-2-2.7-1(1), Section 9 does not impose a requirement on Franchisee to purchase goods, supplies, inventories, or services exclusively from Franchisor or sources designated by Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by Franchisor.

- Section 14 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 19(A) is amended to prohibit unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and the termination is not in bad faith and to prohibit the discontinuance of services or products for which Franchisor is an Approved Supplier in the event of default by Franchisee.

- Section 17(c) is amended subject to IC 23-2-2.7-1(9) to provide that the post-termination covenant not to compete contained therein shall have a geographical limitation of the Territory granted to Franchisee under the Franchise Agreement.

- In accordance with IC 23-2-2.7-1(10), Section 22 does not waive the party's rights to trial by jury.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana statute(s) applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this

Addendum, and understands and consents to be bound by all of its terms.

TownePost Network, Inc.: Franchisee: _____

By: _____ By: _____

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

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

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

ADDENDUM TO TOWNEPOST NETWORK INC.'S FRANCHISE AGREEMENT FOR STATE OF ILLINOIS

This Addendum is entered into this _____, 20___ (the "Effective Date"), between TOWNEPOST NETWORK INC., an Indiana corporation, with its principal business address at 8800 North Street, Suite 117, Fishers, IN 46038 ("Franchisor") and _____, whose principal business address is _____ ("Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. Terms. This Addendum is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

2. Initial Franchise Fee. The following is added to Section 3 of the Agreement:

> Initial franchise fees are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the Illinois Attorney General's Office based on our financial condition.

3. Termination. The following is added to Section 19 of the Agreement:

> Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. Governing Law and Jurisdiction. Illinois law governs the agreements between the parties to this franchise. 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 outside of Illinois. Section 41 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 of Illinois is void.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

FRANCHISEE:	**FRANCHISOR:**
_____	TOWNEPOST NETWORK INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA

ADDENDUM TO TOWNEPOST NETWORK INC.'S FRANCHISE DISCLOSURE DOCUMENT FOR STATE OF MINNESOTA

In recognition of the Minnesota Franchise Law, Minnesota Statute 80C, the Franchise Disclosure Document is amended as follows:

1. The following is added to Item 5 and Note 2 of Item 7:

> Initial franchise fees are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the Minnesota Department of Commerce based on our financial condition.

2. The following is added to Item 13:

> With respect to franchises governed by Minnesota law, the franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name as required by Minnesota Statute 80C.12 Subd. 1(G).

3. The following is added to the end of the "Summary" section of Item 17(c), entitled **Requirements for franchisee to renew or extend**:

> With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 180 days' notice for non-renewal of the franchise agreement.

4. The following is added to the end of the "Summary" section of Item 17(f), entitled **Termination by franchisor with cause**:

> With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure).

5. The following is added to the end of the "Summary" section of Item 17(m), entitled **Conditions for franchisor approval of transfer**:

> The general release required as a condition of transfer shall not apply to any liability under the Minnesota Franchise Law and the consent to transfer shall not be unreasonably withheld.

6. The following is added to the end of the "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, and Item 17(v), entitled **Choice of forum**:

> Nothing in this Franchise Disclosure Document abrogates or reduces (1) any of the franchisee's rights as provided for in Minnesota Statute 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. With

respect to franchises governed by Minnesota law, such franchisees shall not be required to initiate litigation outside of Minnesota, not be required to waive jury trials, or be required to consent to liquidated damages, termination penalties, or judgment notes.

ADDENDUM TO TOWNEPOST NETWORK INC.'S FRANCHISE AGREEMENT FOR STATE OF MINNESOTA

This Addendum is entered into this _____, 20___ (the "Effective Date"), between TOWNEPOST NETWORK INC., an Indiana corporation, with its principal business address at 8800 North Street, Suite 117, Fishers, IN 46038 ("Franchisor") and _____, whose principal business address is ___ _____ ("Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

In recognition of the Minnesota Franchise Law, Minnesota Statute 80C, the Franchise Agreement is amended as follows:

1. The following is added to Section 2(B) of the Franchise Agreement:

   With respect to franchises governed by Minnesota law, Franchiser will provide Franchisee with 180 days' notice for non-renewal of the Franchise Agreement (except in certain circumstances permitted under the Minnesota Franchise Law) in compliance with Minnesota Statute 80C.14 Subd. 3-5.

2. The following is added to Section 3 of the Agreement:

   Initial franchise fees are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the Minnesota Department of Commerce based on our financial condition.

3. The following is added to Section 16(A) of the Franchise Agreement:

   With respect to franchises governed by Minnesota law, Franchiser will protect Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name as required by Minnesota Statute 80C.12 Subd. 1(G).

4. The following is added to Section 18(B) of the Franchise Agreement:

   With respect to franchises governed by Minnesota law, the general release required as a condition of transfer shall not apply to any liability under the Minnesota Franchise Law and Franchiser's consent to transfer shall not be unreasonably withheld.

5. The following is added to Section 19(A) of the Franchise Agreement:

   With respect to franchises governed by Minnesota law, Franchiser will give Franchisee 90 days' notice of termination (with 60 days to cure) in compliance with Minnesota Statute 80C.14 Subd. 3-5.

6. The following is added to Sections 22(B) and 22(C) of the Franchise Agreement:

   Nothing in this Franchise Agreement abrogates or reduces (1) any of Franchisee's rights as provided for in Minnesota Statute 80C; or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. With respect to franchises

governed by Minnesota law, Franchisee is not required to initiate litigation outside of Minnesota, does not waive its right to a jury trial, and does not consent to liquidated damages, termination penalties, or judgment notes.

7. The following is added to Section 22(C) of the Franchise Agreement:

To the extent this Section is inconsistent with Minnesota Statute 80C.17 Subd. 5, the Minnesota Franchise Law shall control.

8. The following is added to Section 22(D) of the Franchise Agreement:

With respect to franchises governed by Minnesota law, Franchisee does not consent to Franchisor obtaining injunctive relief; provided, however, Franchisor may seek injunctive relief.

9. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law are applicable and met independently of this Addendum. To the extent this Addendum shall be deemed inconsistent with the terms or conditions of the Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

FRANCHISEE:	**FRANCHISOR:**
_____	TOWNEPOST NETWORK INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WISCONSIN

ADDENDUM TO TOWNEPOST NETWORK INC.'S FRANCHISE AGREEMENT FOR STATE OF WISCONSIN

This Addendum is entered into this _____, 20___ (the "Effective Date"), between TOWNEPOST NETWORK INC., an Indiana corporation, with its principal business address at 8800 North Street, Suite 117, Fishers, IN 46038 ("Franchisor") and _____, whose principal business address is _____ ("Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement"). The Franchise Agreement is amended as follows:

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 (the "Act") shall supersede any conflicting terms of the Franchise Agreement.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Act are applicable and met independently of this Addendum. To the extent this Addendum shall be deemed inconsistent with the terms or conditions of the Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

FRANCHISEE:	**FRANCHISOR:**
_____	TOWNEPOST NETWORK INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT I
FORM OF FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement.** Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. You had your first face-to-face meeting with our representative on: _____, 20__.7. Did you sign a receipt for the FDD indicating the date you received it?

☐ Yes ☐ No9. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

☐ Yes ☐ No19. You signed the Franchise Agreement and Addendum (if any) and related agreements on _____, 20 _____ and acknowledge that no agreement or addendum is effective until signed and dated by us. YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

[Signature page follows]

[Signature page to Franchise Compliance Certification]

The individuals signing below for the Franchisee constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE:

_____
Signature

_____
Printed Name

_____
Date

_____
Signature

_____
Printed Name

_____
Date

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	
Hawaii	
Indiana	
Illinois	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT J
TOWNEPOST NETWORK, INC.
FRANCHISE DISCLOSURE DOCUMENT RECEIPT (COPY 1)

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 TownePost Network, Inc. offers you a franchise, it must provide this Disclosure Document to you fourteen (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 TownePost Network, 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 your state agency.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise. Franchisor will check the name of the person who offered the franchise.

Tom Britt
8800 North Street, Suite 117
Fishers, IN 46038
317-810-0011

Jeanne Britt
8800 North Street, Suite 117
Fishers, IN 46038
317-810-0011

I have received a Franchise Disclosure Document, issuance date May 17, 2024. This Disclosure Document includes the following Exhibits:

Exhibit A – List of State Administrators
Exhibit B – Franchise Agreement and Exhibits
Exhibit C – List of Current Franchisees
Exhibit D -- List of Franchisees Who Have Left the System
Exhibit E – Operations Manual-Table of Contents
Exhibit F – Financial Statements
Exhibit G – List of Agents for Service of Process
Exhibit H – State Specific Disclosures and State Specific Addenda to Agreements
Exhibit I – Form of Franchise Compliance Certification
Exhibit J -- Disclosure Document Receipt (last page of Disclosure Document)

Date: _____

Franchisee (Name of Company): _____

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

EXHIBIT J
TOWNEPOST NETWORK, INC.
FRANCHISE DISCLOSURE DOCUMENT RECEIPT (COPY 2)

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 TownePost Network, Inc. offers you a franchise, it must provide this Disclosure Document to you fourteen (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 TownePost Network, 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 your state agency.

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Exhibit J -- Disclosure Document Receipt (last page of Disclosure Document)

Date: _____

Franchisee (Name of Company): _____

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____