

## FRANCHISE DISCLOSURE DOCUMENT



Lifestyle Publications, LLC  
A Missouri limited liability company  
514 W 26<sup>th</sup> St  
Kansas City, MO 64108  
Phone: (913) 599-4300  
Email: [careers@lifestylepubs.com](mailto:careers@lifestylepubs.com)  
Website: <https://www.lifestylepubs.com/>

The franchise offered is for the operation of a franchised business (a “Franchised Business”), which will sell print advertising within a designated community to businesses that seek to advertise in a community-focused magazine that operates under our brand and is edited and published by you (the “Publisher”).

The total investment necessary to begin operation of a Franchised Business ranges from \$22,600 to \$31,100. This includes a total of \$15,000 that must be paid to us.

This Disclosure Document summarizes certain provisions of your Publisher Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, us 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 our Franchise Recruiter at 514 W 26<sup>th</sup> St, Kansas City, MO 64108, and by telephone at (913) 599-4300.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising.

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

Issuance Date: May 1, 2024

## 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:

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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**NOTICE REQUIRED  
BY  
STATE OF MICHIGAN**

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

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 Publisher 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 Publisher 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:

**THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Publisher 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 Publisher 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 attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

**Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Law Building, Lansing, Michigan 48913, telephone (517) 373-7117.**

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

To simplify the language in this Franchise Disclosure Document, “Lifestyle Publications,” “we” or “us” means Lifestyle Publications, LLC (the “Franchisor”). “You” means the business entity that buys the franchise (the “Independent Publisher” or “Publisher” or the “Franchisee”), and “you” includes the Franchisee entity’s owners.

**The Franchisor and Related Parties**

We are a Missouri limited liability company. We do business under our entity name. Our principal business address is 514 W 26<sup>th</sup> St, Kansas City, MO 64108. Our agents for service of process are disclosed in **Exhibit E**. We grant franchises for the operation of Franchised Businesses (described below). We first began offering franchises in July 2020. We currently operate one business of type described in this Disclosure Document. We have not engaged in or offered franchises in other lines of business.

We have three affiliates that are required to be disclosed under this Item 1.

Our parent company is Lifestyle Media Holdings, LLC. It is a Missouri limited liability company that is located at 514 W 26<sup>th</sup> St, Kansas City, MO 64108. Lifestyle Media Holdings, LLC is a holding company. As of the date of this disclosure document, Lifestyle Media Holdings, LLC has never engaged in or offered franchises in any lines of business. Lifestyle Media Holdings, LLC is also the parent of LMS and City Lifestyle (as described below).

Our predecessor and one of our affiliates is Lifestyle Media Solutions, LLC (“LMS”). LMS is a Kansas limited liability company that is located at 514 W 26<sup>th</sup> St, Kansas City, MO 64108. LMS is our current operating company that will provide services to us and Lifestyle Media Holdings, LLC. LMS previously operated under the name “Lifestyle Publications, LLC” between 2013 and 2019 and, prior to that, as Kingdom Holdings, LLC from its inception until December 2012. LMS and its predecessor(s) operated Lifestyle Publications businesses that are substantially similar to the Franchised Businesses offered under this disclosure document from September 1, 2009 until July 2020, when the one operational company-owned business was transferred to Lifestyle Publications, LLC (the franchisor).

From September 1, 2011 until 2019, LMS offered licenses for the operation of Lifestyle Publications businesses that were substantially similar to the Franchised Businesses offered under this disclosure document. All licensees have converted to franchisees. These former licensees pay the same Royalty fee and the compensation we pay former licensees is calculated in the same manner as franchisees. Although the licensees are now franchisees, they may have different minimum performance thresholds or growth benchmarks, they are not required to participate in the same training or conferences, and we are not required to provide the same level of assistance to them.

As of December 31, 2023, there were 182 Magazines in circulation under the System. LMS has not engaged in or offered franchises in other lines of business, and LMS does not currently offer or provide products or services to our franchisees.

One of our affiliates is City Lifestyle, LLC (“City Lifestyle”). City Lifestyle is a Missouri limited liability company, and is located at 514 W 26<sup>th</sup> St, Kansas City, MO 64108. City Lifestyle has been in operation since 2019. City Lifestyle operates a website that features content that is



similar to the content featured in Lifestyle Publications Magazines. City Lifestyle has never conducted the type of business that the Independent Publisher will operate because it only operates on the Internet. As of the date of this disclosure document, City Lifestyle has never engaged in or offered franchises in other lines of business. However, we and our affiliates reserve the right to offer City Lifestyle franchises in the future. This Disclosure Document and the Publisher Agreement attached to this Disclosure Document do not confer to you any rights with regard to City Lifestyle.

## **The Business**

The Franchised Business concept involves the publication of community-focused, monthly magazines that serve homeowners and community stakeholders in targeted regions (the “Magazines”). Independent Publishers sell print advertising within their Community (as defined below) to businesses that seek to advertise in a Magazine. Independent Publishers also develop and edit content for the Magazine that is distributed in their Community.

We began to integrate the “City Lifestyle” brand and Mark into the System in 2022. For new Magazines, the Publisher’s Magazine will be a “City Lifestyle” Magazine, rather than a “Lifestyle Publications” Magazine. At some point in the future, we may require all Publishers under the System to convert their Magazines to a “City Lifestyle” Magazine. Regardless of whether the title of the Magazine is “Lifestyle Publications” or “City Lifestyle,” for the foreseeable future, the “Lifestyle Publications” Mark and logo will continue to be a part of the System for all Publishers that operate under the System, and we expect to include it in the masthead of every Magazine that operates under the System.

Before you sign the Publisher Agreement, you may first sign a “Deposit and Non-Disclosure Agreement” attached as Exhibit C, which grants you a limited license to use the Marks and copyrighted materials, attend the Initial Training Program (defined below), and begin operating the Franchised Business to determine if you want to operate the Franchised Business and enter into a Publisher Agreement. The Deposit and Non-Disclosure Agreement will continue for 120 days, or until you sign the Publisher Agreement. Under the Deposit and Non-Disclosure Agreement, you must complete the online training within 7 days from signing the Deposit and Non-Disclosure Agreement, complete the in-person training within 30 days from signing the Deposit and Non-Disclosure Agreement, and meet the Development Schedule (as described below), otherwise we may terminate the Deposit and Non-Disclosure Agreement. You may terminate the Deposit and Non-Disclosure Agreement for any reason within 5 days after you attend the Initial Training Program. Under the Deposit and Non-Disclosure Agreement, the Development Schedule you must satisfy before you can sign the Publisher Agreement includes the following: (1) you must secure monthly Magazine Advertising Contracts totaling \$2,500 in monthly Advertising Value within 30 days from the date you complete the Initial Training Program, (2) you must secure monthly Magazine Advertising Contracts totaling \$5,000 in monthly Advertising Value within 60 days from the date you complete the Initial Training Program, (3) you must secure monthly Magazine Advertising Contracts totaling \$9,000 in monthly Advertising Value within 90 days from the date you complete the Initial Training Program, and (4) you must secure monthly Magazine Advertising Contracts totaling \$13,000 in monthly Advertising Value within 120 days from the date you complete the Initial Training Program.

The Publisher Agreement attached as Exhibit B to this disclosure document (“Publisher Agreement”) will grant you the right to become an Independent Publisher and operate your Franchised Business in your Community (defined below) with the Marks (defined below). You are required to operate your Franchised Business according to the methods, standards, designs,

specifications and requirements that we designate, maintain, and may modify from time to time (the “System”). The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark “Lifestyle Publications” and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated, and may hereafter be designated from time to time by Lifestyle Publications in writing, for use in connection with the System. The System also is identified by the “City Lifestyle” Mark. The System also includes certain Confidential Information. “Confidential Information” means all non-public information provided to Independent Publishers, oral or written, describing the business model and methods know-how or other documents relating to the Magazine publishing business. Confidential Information includes, without limitation, all trade secrets or know how, including, but not limited to, research, plans, products, services, customer lists and other customer data, business plans, marketing data, software, forms, processes, methods of operation, and other business information. The name of the Magazine and the specific distribution area of the Magazine for which Publisher is responsible (the “Community”) will be set forth in the Publisher Agreement.

The Independent Publisher must be a corporation, limited liability company, partnership or other business entity. The Independent Publisher may sign the Publisher Agreement as an individual provided that the Independent Publisher assigns the Publisher Agreement to an entity within 30 days. The Independent Publisher must designate a “Principal Operator” with whom we will deal, who must be the majority owner of the Independent Publisher. All individuals who directly or indirectly own at least a 10% ownership interest in the Independent Publisher entity (the “Principal Owners”), including the Principal Operator, must sign the Guaranty and Assumption Agreement in the form that is attached to the Publisher Agreement.

## **Market and Competition**

The neighborhood publications industry is highly fragmented, ranging from small local companies to national organizations. You will compete with all of these providers as well as other types of publications seeking to attract advertisers and other types of businesses seeking to sell digital and print advertising services. Some of these competitors will have substantial financial, marketing, and other resources and they may be well established in your market. Competitors will include (but are not limited to) other publications and newsletters, as well as operators of websites, traditional advertising/marketing agencies, publishers of the Yellow Pages and similar guides, local radio and television stations, etc.

## **Regulations**

You must comply with all laws which apply to the operation of your Franchised Business including obtaining any required permits or licenses. In addition, the federal government and some states regulate privacy, data security, and other laws that are relevant to the collection of information from members of the public (such as photographs). You should also be mindful of copyright laws, and you must ensure that you have authorization to publish any proposed content in your Magazine.

## **ITEM 2 BUSINESS EXPERIENCE**

**Chief Executive Officer and Manager:**

**Steven Schowengerdt**

Mr. Schowengerdt has been our Chief Executive Officer and a Manager since our formation. He has also been the Chief Executive Officer and a Director of LMS since its formation in December 2008.

**President:**

**Matthew Perry**

Mr. Perry has been our President since our formation. From March 2021 to September 2023, Mr. Perry served as our Chief Operations Officer. From July 2020 to February 2021, Mr. Perry was our Chief Development Officer and Manager. Mr. Perry has also been the President, Chief Operations Officer, and a Director of LMS since April of 2010.

**Training Director:**

**Erika Smiley**

Ms. Smiley has served as our Training Director since January 2024. Prior to that, Ms. Smiley served as our Regional Director from September 2021 to January 2024. From March 2021 to August 2021, Ms. Smiley served as our Training Director. From July 2020 to February 2021, Ms. Smiley served as our Launch Coach. She previously served as a Recruiter for LMS from November 2017 until January 2019. Between April 2015 and November 2017, she was self-employed as one of our licensee publishers for Cape Coral Lifestyle in Cape Coral, Florida, and she was the owner of Sunny Sky Publications, LLC in Cape Coral, Florida.

**Regional Director:**

**Ryan Ross**

Mr. Ross has been our Regional Director since September 2021. From March 2021 to August 2021, Mr. Ross was our Director of Learning & Education. Before this role, Mr. Ross was our Sales Director from July 2019 to March 2021 in Kansas City, Missouri. From July 2015 to July 2019, Mr. Ross was the Director of Sales Training and Training Manager for Safe Haven Security Services, Inc. in Kansas City, Missouri.

**Recruiting Director:**

**Zach Traphagan**

Mr. Traphagan has been our Manager and our Recruiting Director since February 2022, a role he also held from our formation until October 2021. From October 2021 to February 2022, Mr. Traphagan operated a franchise in our system and from May 2021 to October 2021, Mr. Traphagan was our Vice-President of Revenue. He was also the Recruiting Director of LMS from July 2018 to October 2021. He previously served as the Recruiting Director for Safe Haven ADT in Kansas City, MO between July 2014 and July 2018.

## **ITEM 3 LITIGATION**

**Consent Orders (Our Predecessor)**

Without admitting or denying the allegations, LMS entered into a “Consent Order” with the State of Washington Department of Financial Institutions Securities Division (“Washington Division”) dated May 21, 2020 (Order No. S-20-2867-20-CO01). The Washington Division alleged that LMS had entered into publisher agreements within the State of Washington that constituted franchises under the Washington Franchise Investment Protection Act (“Washington Act”). The Consent Order resolved the investigation by the Washington Division of LMS’s alleged violations

of the Washington Act. Under the Consent Order, LMS agreed to cease and desist from violating the Washington Act and pay \$2,000 to the Washington Division.

Without admitting or denying the allegations, and without trial or final adjudication of any issue of fact or law, LMS entered into a “Consent Order” with the Securities Division of the Office of the Attorney General of Maryland (“Maryland Division”) dated March 31, 2020 (Case No. 2020-003). The Maryland Division alleged that LMS had entered into publisher agreements within the State of Maryland that constituted franchises under the Maryland Franchise Registration and Disclosure Law (“Maryland Law”). The Consent Order resolved the investigation by the Maryland Division of LMS’s alleged violations of the Maryland Law. Under the Consent Order, we and LMS agreed to cease and desist from violating the Maryland Law, refund all initial fees to Maryland publishers who had closed, provide all then-open Maryland publishers the opportunity to rescind their publisher agreements, register this franchise disclosure document (“FDD”) with the State of Maryland, and pay \$2,000 to the Maryland Division.

Without admitting or denying the allegations, and without trial or final adjudication of any issue of fact or law, LMS entered into a “Consent Order” with the State of Minnesota, Department of Commerce (“MN Department”) dated December 8, 2020 (Case No. 61509/BD). The MN Department alleged that LMS had entered into publisher agreements within the State of Minnesota that constituted franchises under Minnesota’s Franchise Laws and Regulations (“Minnesota Law”). The Consent Order resolved the investigation by the MN Department of LMS’s alleged violations of the Minnesota Law. Under the Consent Order, LMS agreed to cease and desist from violating the Minnesota Law, refund the initial fees a former publisher, disclose the Consent Order in this FDD for a period of two years from the date of the order, immediately register this FDD with the State of Minnesota, and pay \$2,450 to the MN Department.

LMS entered into a “Consent Order” with the State of California, Department of Financial Protection and Innovation (“CA Department”) dated October 20, 2021 (FIL ORG ID. 346859). The CA Department alleged that LMS had entered into publisher agreements within the State of California that constituted franchises under California’s Financial Investment and Franchise Investment Laws (“California Law”). The Consent Order resolved the investigation by the CA Department of LMS’s alleged violations of the California Law. Under the Consent Order, LMS agreed to cease and desist from violating the California Law and pay \$7,500 to the CA Department.

### Prior Actions

*Christopher Lowe, Amy Wimer, Ansley Allen, Jennifer Root, Lori Cruz, Lucy Jones, Rand Brenner, Robert Whyte, Daniel Austin, Steve Ford, and Gregory Yee, vs. Lifestyle Media Solutions, LLC (formerly known as Lifestyle Publications, LLC), Case No.: 8:19-cv-00198 JVS (ADSx) (C.D. Cal. Oct. 7, 2019).* The plaintiffs were independent publishers who claimed that Lifestyle Publications, LLC violated certain California laws, including Sections 2802, 221, 1194, 510, 226, 201-203, 204, and 245 of the California Labor Code, Sections 16600 and 17200 of the Business & Professions Code, and Industrial Welfare Commission (IWC) Wage Orders. They also alleged negligent misrepresentation and fraud. Plaintiffs’ claims were based on their assertion that they were inappropriately misclassified as independent contractors when they should have been classified as employees of the defendant. The parties settled the claims in August 2020 where the plaintiffs agreed to dismiss their claims in exchange for a monetary payment of \$659,000, a mutual release of claims by the parties against each other, mutual waiver of unknown

claims, and confidentiality of the settlement itself. Defendant did not, explicitly, admit any wrongdoing as part of the settlement.

Other than the actions described above, no litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

You must pay us an initial franchise fee of \$15,000 (“Franchise Fee”).

You may first sign a “Deposit and Non-Disclosure Agreement” attached to this disclosure document as Exhibit C, and you must pay the Franchise Fee to defray some of the cost of initial evaluation, processing of the application, training and other initial support we may provide you. If you are approved as a franchisee, the Franchise Fee will be credited towards the initial franchise fee. We will refund you the Franchise Fee if you fail to successfully complete the Initial Training Program (defined below) to our satisfaction, or if we notify you within 30 days that the Deposit and Non-Disclosure Agreement is terminated for any reason. We will refund you the Franchise Fee, less any costs we incurred, if you notify us within 5 days from completing the Initial Training Program that you do not plan to move forward to sign the Publisher Agreement. Otherwise, the Franchise Fee is non-refundable under the Deposit and Non-Disclosure Agreement if it is terminated for any other reason.

The Franchise Fee is fully earned by us when you sign the Publisher Agreement and is not refundable under any circumstances, except as described below. This fee is uniform for all franchisees.

If you fail to comply with all of our initial training requirements, as further described in Item 11, we may terminate the Publisher Agreement and refund \$1,000 of the Franchise Fee to you (we will retain the balance). The Franchise Fee is not refundable under any other circumstances.

The above-described fees are the only payments you must make to us for services or goods provided before your Business begins operating.

**ITEM 6  
OTHER FEES**

<b>Type of Fee</b> See Note (1)	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty (the “Lifestyle Publications Cost”)	7% of the Advertising Value	Monthly	The Lifestyle Publications Cost is deducted from amounts that are paid to us by advertisers you engage. See Notes (2) and (3).

<b>Type of Fee</b> See Note (1)	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Transfer Fee	Equal to the greater of Lifestyle Publications' then-current Initial Franchise Fee or 20% of the purchase price paid by the transferee to Publisher (or other transferor)	Before transfer	We must approve of any transfer.
Additional Trainees or Replacement Training	Our then-current fee, currently \$1,000 per trainee	At time of training	See Note (4).
Growth to Gold Training Program	\$850	At time of training	You are responsible for transportation and expenses for food (if any), and wages while attending training.
Conference Fee	Our then-current fee, which is currently \$200 per conference	Upon demand	
Non-Attendance Fee	\$4,000	Upon demand	Payable if you fail to attend any in-person conference that we have designated as "mandatory" in the Manuals or otherwise in writing.
Additional Email Addresses	Our then-current fee, which is currently \$12 per month, per email address		Two "@lifestylepubs.com" email addresses will be provided to you free of charge. If you would like to purchase additional email addresses, you must pay to us our then-current fee.
Termination Fee	\$20,000	At time of termination	If you terminate the Publisher Agreement, only payable if you fail to satisfy the termination conditions as set forth in Section 13(b)(i) of the Publisher Agreement.
Six Months' Notice Termination Fee	Equal to the greater of 6 months collectible revenue (less than 30 days past due) minus expenses or \$20,000	At time of termination	If you are in Good Standing, you may terminate the Publisher Agreement upon six months written notice to us. If you fail to maintain Good Standing during the six-month period, we may collect damages from you.

Type of Fee See Note (1)	Amount	Due Date	Remarks
Liquidated Damages	Amount equal to the average monthly Lifestyle Publications Costs due to Lifestyle Publications by all Lifestyle Publications publishers during the last twelve months multiplied by the lessor of twenty-four months or the number of months then remaining in the current term of this Agreement	When incurred	If the Publisher Agreement is terminated due your default under the Publisher Agreement
Resale Assistance Fee	\$10,000, subject to applicable law	At time of engagement	If you engage us to assist you in finding a buyer for your Magazine

Notes:

1. Type of Fee. All fees are uniformly imposed and non-refundable unless otherwise noted. There are no cooperatives in the Lifestyle Publications franchise network, and therefore no cooperatives have any authority to modify these fees. We may deduct any fees or other amounts due from you to us from the Publisher Profits.
2. Lifestyle Publications Cost. The “Lifestyle Publications Cost” is equal to 7% of the Advertising Value of each Magazine, whether or not we actually receive payment for the advertisements and/or services.
3. Independent Publisher’s Compensation. As compensation for your services under the Publisher Agreement, we will pay you each month an amount equal to the total Cash Received for each Magazine for which you are responsible in the applicable month minus the Lifestyle Publications Cost for the Magazine for the applicable month, minus the Publication Expense for such Magazine for the applicable month (“Publisher Profits”), as follows:

$$\text{Cash Received} - \text{Lifestyle Publications Cost} - \text{Publication Expense} = \text{Publisher Profits}$$

If, in any month, the Cash Received is not sufficient to cover the Lifestyle Publications Cost and Publication Expenses, you will not receive Publisher Profits in that month, and the amount equal to the portion of the Lifestyle Publications Cost and Publication Expenses that was not covered by the Cash Received will continue to be due and payable by you to us upon demand or upon termination or expiration of the Publisher Agreement or, at our option, this amount will be deducted from Cash Received in subsequent month(s).

You will be assigned a monthly deadline for advertising and content submission by us (which is subject to change). Currently, the deadline will be on the 1st, 6th, 12th, or 25th day of each month. Generally, if you receive a monthly deadline of the 1<sup>st</sup> or 25<sup>th</sup> day of

the month, the Publisher Profits, if any, will be paid to you on the 1st of the following month. If you receive a monthly deadline of the 6<sup>th</sup> or the 12<sup>th</sup> day of the month, the Publisher Profits, if any, will be paid to you on the 15th of the following month.

The following definitions apply to the descriptions above:

- “Advertising Value” means the value of the advertising and related services in each Magazine, which is calculated as described in the Publisher Agreement. Our current process for calculating the Advertising Value is as follows: if the advertising sales made in connection with a given Magazine do not meet certain “Advertising Value Thresholds” that we designate from time to time, the Advertising Value is based on a rate card that we designate. If you would like to review a copy of our current rate card, please contact us. We will require that you sign a confidentiality and non-disclosure agreement to view our current rate card. If advertising sales made in connection with a given Magazine attain or surpass the Advertising Value Thresholds that we designate from time to time, the Advertising Value is based on the actual advertising sales for the Magazine. The Advertising Value Thresholds for each Magazine that is granted to your Franchised Business will be described in an attachment to your Publisher Agreement. Our current Advertising Value Thresholds are as follows: if at least eighty percent (80%) of the monthly aggregate dollar amount of all Magazine Advertising Contracts executed by Publisher are authorized to be payable by automatic credit/debit card or eCheck payment method, then the “Advertising Value” will be equal to the actual advertising sales for the Magazine.
  - “Cash Received” means all revenue actually received by us from advertisers, residential communities or other organizations under the terms of an advertising contract related to a particular Magazine;
  - “Publication Expense” means our actual cost to design, edit, publish, print, and deliver each Magazine, an allocation for our overhead, ad creation fees and fees for additional samples requested by you. The actual cost to design, edit, publish, print, and deliver each Magazine varies widely and depends on the printer. The allocation for overhead includes ad designer, layout costs and editorial training and development costs. Ad creation fees currently are \$50 per ad over 8 new creations and only apply if the advertiser does not pay for it in its contract. Additional sample costs are estimated to be \$1.25 per additional sample. The Publication Expenses for Lifestyle Publication Magazines currently range from \$1.85 to \$1.91 per 100 homes on your mailing list for 36-page Magazine. Before signing a Publisher Agreement, upon request, we can provide you an estimate of Publications Expenses for your first Magazine based on the number of homes on your mailing list.
4. Additional or Replacement Training. There is no additional fee for your Principal Operator to attend our Initial Training Program. However, if you wish to bring a second person or any other additional person to our Initial Training Program, such as a manager, you must pay our current fee of \$1,000 per trainee. In addition, if you appoint a new Principal Operator, that person will be required to attend and successfully complete our Initial Training Program, and our current fee for this replacement training is \$1,000. Our current policy is to pay for lodging for your Principal Operator to attend our Initial Training Program.



Otherwise, you are responsible for your attendees' travel and lodging costs (if any), and any other costs or expenses.

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>TYPE OF EXPENDITURE</b>	<b>AMOUNT (1)</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee (2)	\$15,000	Lump Sum	When you sign the Publisher Agreement	Us
Rent and Security Deposit (3)	\$1,140 to \$3,000	As Agreed Upon	As Incurred	Various Third-Party Suppliers
Furniture (4)	\$0 to \$1,000	As Agreed Upon.	Before Opening.	Various Third-Party Suppliers
Utility Deposits and Fees (5)	\$0 to \$250	As Agreed Upon	As Incurred	Various Third-Party Suppliers
Office Equipment & Supplies (6)	\$50 to \$200	As Agreed Upon	Before Opening	Various Third-Party Suppliers
Computer System (7)	\$500 to \$2,000	As Agreed Upon	As Incurred	Various Third-Parties
Business Licenses and Permits (8)	\$200 to \$500	As Incurred	Before Opening	Licensing Authority
Professional Fees (9)	\$800 to \$2,000	As Agreed Upon	As Incurred	Various Third-Parties
Insurance (10)	\$750 to \$1,100	As Agreed Upon	Before Opening	Third Party Supplier
Training Expenses (11)	\$1,500 to \$2,250	As Agreed Upon	As Incurred	Various Third-Parties
Additional Funds – 3 Months (12)	\$2,660 to \$3,800	As Incurred	As Incurred	Various Third-Party Suppliers
<b>TOTAL (13)</b>	\$22,600 to \$31,100			

**Notes:**

- (1) All fees are non-refundable unless otherwise noted. We do not offer financing for any of these amounts.
- (2) The Franchise Fee is payable to us and is more fully described in Item 5. If you fail to comply with all of our initial training requirements, as further described in Item 11, we will terminate the Publisher Agreement and refund \$1,000 of the Franchise Fee to you (we will retain the balance). The Franchise Fee is not refundable under any other circumstances.

- (3) We recommend that you operate the Franchised Business from an office space that is separate from your home. This amount is the estimated cost of rent for 6 months and a security deposit in a metropolitan area, at an estimated rate of \$190 to \$500 per month. We do not anticipate that you will need to install any fixtures or make any leasehold improvements if you rent a typical office space.
- (4) This amount includes estimated expenses for furniture, including, desks, chairs, and other typical office furniture. The cost of furniture may vary as a result of the characteristics of the Franchised Business premises, price differences between suppliers, and shipping distances from suppliers. You may already own the furniture that we require, so you may not need to purchase additional furniture.
- (5) The estimate contemplates that you will need to acquire a dedicated phone line (which may be a mobile phone) and high-speed internet, among other utilities. Utility deposits are not typically high expenses; however a credit check may be required by the issuing company before beginning services, or a higher deposit may be required for first time customers. Since you may operate the Franchised Business from your home office, you may not incur these expenses.
- (6) This estimated amount is for office supplies and equipment, like a telephone, printer/copier/scanner/fax, note pads, pens, file folders, stationery, business cards, etc. The low end of this estimate assumes that you already have many of these supplies, or that the operations of your Franchised Business will be mostly “paperless.” You may purchase business cards and media kits from us, for a fee, but you are not required to do so.
- (7) This estimate assumes that you purchase a basic desktop or laptop computer. Your computer must have Internet/email capability, a hard drive, a monitor, a mouse, speakers, and video conferencing capabilities (camera and microphone). Your computer must also be able to run all required software. You may use a computer you already own.
- (8) Local government agencies typically charge fees for business licenses and other permits that you may need to operate, based on the laws where your Franchised Business is located.
- (9) You should employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon prevailing rates.
- (10) You are required to obtain and maintain the minimum amount of insurance specified in Item 8 of this disclosure document. An insurance deposit may be required by the issuing company in order to obtain the minimum types and amounts of insurance as required. You will need to check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker and applicable law regarding any additional insurance that you may wish to carry above our stated minimums or other coverage that may be recommended.

- (11) We do not charge a fee for training your Principal Operator to attend our Initial Training Program. We do charge \$850 for your Growth to Gold Training Program that you are required to attend by your 6<sup>th</sup> issue of the Magazine. Our current policy is to pay for your Principal Operator's lodging at both trainings. However, you are responsible for transportation and expenses for food (if any), and wages while attending both trainings. The total cost will vary depending on the number of people attending, the distance traveled, and the type of accommodations you choose. See Item 11.
- (12) This amount estimates the expenses you will incur during the first 3 months of Franchised Business operations. This estimate includes your cost to hire an editor to assist with editing your Magazine. These amounts are estimates, and we cannot guarantee that you will not incur additional expenses in starting the Franchised Business. The total is based on our years of experience with operating a business similar to the franchise offered in Johnson County, Kansas.
- (13) This total is an estimate of your pre-opening initial investment and the expenses you will incur during the first 3 months of business operations. As stated above, this total is based on the assumption that you will operate the Franchised Business from an office separate from your home. This total is based on our operating a business similar to the franchise offered in Johnson County, Kansas. You should review this amount carefully with a business advisor before deciding to purchase the franchise.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### **Rebates or Other Payments Due to Publisher's Purchases**

Neither we nor any affiliate received any rebates or similar payments from third-party suppliers as a result of franchisee purchases during our most recent fiscal year, and we and our affiliates reserve the right to receive rebates in the future.

In our last fiscal year ending December 31, 2023, we received \$94,740 in revenue as a result of franchisees' purchase of products or services, or .16% of our total revenues of \$60,140,438.

### **Required and Approved Suppliers**

In order to maintain the uniformly high standards and reputation of our franchise system, we will formulate standards and specifications we deem necessary to protect our brand, Marks and image. We will communicate these standards and specifications to you in our Manuals or otherwise in writing.

Currently, we impose only a few requirements regarding the suppliers with whom you may deal. For instance, you are required to work with us for all printing and mailing services for your Lifestyle Publication Magazine. In addition, you are required to purchase a computer that meets our specifications (as further described in Item 11). You will also be required to use in connection with the Franchised Business the software that we designate, for which you may be required to pay a fee and sign the then-current form of the software license agreement that we designate. If so required by us, you and your employees must use in connection with the Franchised Business the email account and address that we designate, for which you may be required to pay a fee. We will also have the right to approve or disapprove of all advertising and promotional materials

that you propose to use, pursuant to our then-current policies and procedures, and we do not charge a fee for this review and approval process. You may also purchase media kits and business cards from us, for a fee, but you are not required to do so. Finally, you must hire an editor, who we approve, to assist you in editing your Lifestyle Publication Magazine prior to securing \$10,000 in monthly Advertising Value. If an editor ceases to be employed by you, you must hire a new editor within 30 days after your former editor's employment ends. Other than as described in this paragraph, neither we nor our affiliates are designated suppliers.

As described in Item 6, typically advertisers pay the amounts owed under their advertising contracts directly to us, and then we remit certain amounts to you in accordance with the Publisher Agreement.

In addition, you must offer in connection with the Franchised Business all services and products which we designate. No service or product, except those services and products designated, may be offered for sale, unless you have received our prior written consent (which may be granted or denied at our sole option). You must ensure that no unapproved products or services are offered by your Franchised Business.

We have the right to require that you purchase only such types, models or brands of equipment and supplies that we approve for Franchised Businesses as meeting our standards for quality, design, appearance, function and performance. If required by us, you must purchase all supplies, materials, other products and services used or offered for sale from us or from suppliers who have been approved by us. In some cases, there may only be one supplier for a particular item. We may provide you with a list of approved suppliers. If we provide you with a list of approved suppliers and you desire to purchase any products from an unapproved supplier, you must submit to us a written request for such approval, or must request the supplier itself to do so. You must not purchase from any supplier until and unless such supplier has been approved in writing by us. We have the right to require that our representatives be permitted to inspect the proposed supplier's facilities and/or work product, and that samples from the supplier be delivered to us for inspection, review and testing, and we will not charge a fee for review of such requests.

You may be required to purchase from us or from a single designated source certain products that we consider integral to the System. We have the right to mark up any products sold by us to you and to receive rebates or similar payments from suppliers as a result of your purchases. We may use these funds as we deem appropriate.

We apply the following general criteria, among others, in considering whether the supplier will be designated as an approved supplier:

1. ability to provide the products or services and meet our standards and specifications for quality and uniformity;
2. production and delivery capabilities and ability to meet commitments and deadlines;
3. integrity of ownership (to assure that its association with us would not be inconsistent with our image);
4. financial stability; and

5. the negotiation of a mutually satisfactory license to protect our intellectual property rights.

These criteria are only examples, and the criteria may change at any time at our sole option. We may modify the standards and specifications and will provide you with the approved lists as we deem advisable.

We will advise you within 60 days of whether the proposed supplier meets our specifications, and our approval will not be unreasonably withheld. You will be notified in writing of our approval or disapproval of your proposed supplier. You will be notified in writing of a revocation of any approved supplier. Suppliers must maintain standards based on our written specifications and any modifications. Failure to correct a deviation from the System's specifications will result in the revocation of status as an approved supplier.

None of our officers have an ownership interest in any approved or designated suppliers.

We reserve the right to negotiate discounted prices for products or services with suppliers. We currently have no purchasing or distribution cooperatives serving the System. We do not provide any material benefits to franchisees for use of designated or approved sources. We also reserve the right to add a mark-up on products or services sold to you by us in the future, and to receive rebates or similar payments from suppliers as a result of your purchases. We will retain and use such payments as we deem appropriate.

The estimated proportion of the required purchases, purchases from approved suppliers and purchases in accordance with our specifications to all purchases is 5% to 10% for establishing the Franchised Business and 0% to 10% for the ongoing operation of the Franchised Business.

You must carry the insurance policies that we designate protecting you and us, in accordance with our requirements. More specifically, you must carry:

1. Comprehensive general liability insurance, on an occurrence policy form, with policy limits equal to or greater than \$1,000,000 per occurrence (combined single limit) and in the aggregate covering operations by or on behalf of you;
2. automobile liability insurance, including coverage for all owned, hired and non-owned automobiles with policy limits equal to or greater than \$1,000,000 combined single limit each accident for bodily injury and property damage;
3. workers' compensation and/or employer's liability insurance as required by law; and
4. umbrella liability insurance, on an occurrence policy form, with policy limits of \$1,000,000 per occurrence and in the aggregate

We may modify these insurance requirements from time to time upon written notice to you. You must also provide us with the evidence of insurance that we require.

Except as described in this Item 8, there are no other requirements for you to purchase or lease based on our specifications or from approved suppliers.

**ITEM 9  
FRANCHISEE'S OBLIGATIONS**

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

<b>OBLIGATION</b>	<b>SECTION IN AGREEMENT</b>	<b>ITEM IN DISCLOSURE DOCUMENT</b>
a. Site selection and acquisition/lease	§7(f)	Item 11
b. Pre-opening purchases/leases	Not applicable.	Items 5, 7, and 8
c. Site development and other pre-opening requirements	§6	Items 5, 7, 8, and 11
d. Initial and ongoing training	§5(g)	Items 5, 6, and 11
e. Opening	§§5,6	Items 5, 7, 8, and 11
f. Fees	§1(d)	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	§5	Items 8, 11, and 16
h. Trademarks and proprietary information	§9	Items 13 and 14
i. Restrictions on products/services offered	§5(j)	Item 16
j. Warranty and customer service requirements	§5	Item 11
k. Territorial development and sales quotas	§1	Item 11
l. Ongoing product/service purchases	§6	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n. Insurance	§§7(c)-(e)	Item 7
o. Advertising	§5(a)	Items 6, 8, and 11
p. Indemnification	§15	Not applicable
q. Owner's participation/management/staffing	§§5(f)-(i)	Items 11 and 15
r. Records and reports	None	None
s. Inspections and audits	None	None
t. Transfer	§11	Item 17
u. Renewal	§2	Item 17

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
v. Post-termination obligations	§13	Item 17
w. Non-competition covenants	§8(b)	Item 17
x. Dispute resolution	§26	Item 17
y. Guaranty	§1(f), Exhibit B	Item 15

**ITEM 10  
FINANCING**

Neither we nor any affiliate of ours offers direct or indirect financing to you. We do not guarantee your note, lease or other obligations.

**ITEM 11  
FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING**

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

**Pre-Opening Obligations:**

Before you open your Franchised Business:

1. We will designate the name of your Magazine and the specific distribution area for your Magazine (the “Community”). (See Recital C and Section 1(a) of the Publisher Agreement.)
2. We have the right to approve or disapprove all advertising and promotional materials that you propose to use, pursuant to the policies and procedures that Lifestyle Publications may establish from time to time. (See Sections 5(h) of the Publisher Agreement.)
3. We will provide an Initial Training Program in the operation of the Franchised Business for your Principal Operator. (See Section 5(f) of the Publisher Agreement.)
4. We will loan you our “Manuals.” (See Section 5(k) of the Publisher Agreement.) The term “Manuals” includes the operations manual, any training manuals, and any other business manuals that may be prepared and modified from time to time by us. The Manuals are confidential and remain our property. The Manuals contain both mandatory and suggested standards and procedures that we develop to ensure the brand standards for Franchised Businesses and information relating to your obligations as a franchisee. The Manuals may be hard copy or electronic.

**Obligations After Opening:**

During the operation of the Franchised Business:

1. We will provide you with updates to the Manuals. (See 5(k) of the Publisher Agreement.)

2. We may hold telephone conference calls and in-person conferences, such as our annual conference. You may be required to pay us our then-current fee to attend our annual conference. (See Section 5(g) of the Publisher Agreement.)

3. We will provide you with such other advertising assistance, sales advice, or related materials as we deem advisable. For instance, if you are not meeting the Launch Schedule or growth benchmarks, we may require we provide you with additional training or assistance. Although we are not required to do so, this may include assistance with basic accounting and business procedures. (See Section 5(h) of the Publisher Agreement.)

4. If we require, you must purchase all supplies, materials, other products and services from suppliers we approve, and we will provide you with a list of approved suppliers. You may request to purchase supplies, material and other products and services from alternative suppliers, and we will not provide you with the criteria we use to evaluate the proposed suppliers. (See Section 5(j) of the Publisher Agreement.)

### **Site Selection**

Your Community (defined in Item 12 below) will be determined at the time you sign the Publisher Agreement. It is anticipated and expected that the Business will be operated from an office that you select, which will typically be located in your Community. We recommend that you secure an office space that is outside of your home, but you are not required to do so, and we are not required to approve the office space. You are responsible for finding and selecting the location of the premises. Generally, we will not own the location. Your Principal Operator is required to reside within 30 miles of your Community. We will not provide you with any assistance with selecting or developing a premises from which you operate the Franchised Business, and you do not need our approval or consent for the location of the Business. We will not provide you with assistance in conforming the location of the Franchised Business to local ordinances or building codes or in obtaining any necessary permits, and you are solely responsible for any construction, remodeling, or redecorating the location.

### **Advertising**

As of the Issuance Date, we give Publishers the opportunity to participate in our Digital Advertising Program. Under the Digital Advertising Program, you will solicit contracts for digital and online advertising for citylifestyle.com from advertisers (“Digital Advertising Contracts”), using the Marks, the form contracts, and the software designated we designate, and in compliance with the terms and conditions of the Publisher Agreement, Manuals, written policies for the Digital Advertising Program, and as otherwise directed by Lifestyle Publications, including compliance with any training or other agreements that may be applicable to the Digital Advertising Program. Additionally, you will provide us with at least a half-page “house ad” in each of their Magazines each month during the Term.

As compensation for your services under the Digital Advertising Program, we will pay you a “Digital Commission” each month an amount equal to the following: (i) if, during the current calendar month, the Advertising Value of all new Advertising Contracts was \$50,0000 or less, you will earn a commission equal to 20% of all revenue actually received by us from Digital Advertising Contracts; and (ii) if, during the current calendar month, the Advertising Value of all new Digital Advertising Contracts was more than \$50,0000, you will earn a commission equal to 40% of all revenue actually received by us from Digital Advertising Contracts. We will distribute any Digital Commissions to you in the same manner as Publisher Profits. The Advertising Value for Digital



Advertising Contracts are not subject to Lifestyle Publication Cost, and the cash received pursuant to your sales under the Digital Advertising Program are not included in Cash Received. We can terminate the Digital Advertising Program upon 30 days' notice to you.

Except as described above, you are not required to participate in any national, regional, or local advertising programs we manage or in any local or regional advertising cooperatives. You should promote your Franchised Business, but you are not required to spend any particular amount on advertising or promotion or promote any grand opening advertising program. We have the right to approve or disapprove all advertising and promotional materials that you propose to use, pursuant to the policies and procedures that we may establish from time to time. Any advertising that you submit to us is considered unapproved unless and until we notify you of our approval. We expect that we will notify you of our approval or disapproval of all advertising within one week. We may, but are not required to, provide you with advertising materials, such as media kits and mock magazines. We are not required to spend any money to advertise your Franchised Business, the Lifestyle Publications brand or any Magazine. We do not have an advertising council composed of franchisees that advise us on advertising policies.

**Training**

We will provide training as described in the following chart:

**INITIAL ONLINE TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Training</b>	<b>Hours of on the Job Training</b>	<b>Location</b>
Client Meeting/Role Play	3	0	Virtual with Trainer
Introduction to the Client Meeting	0.5	0	Online Module
Rapport	0.5	0	Online Module
Investigation	0.5	0	Online Module
Build Value	0.5	0	Online Module
Closing and Negotiating	0.5	0	Online Module
Media Kits and Rates	0.5	0	Online Module
Role Playing	1	0	Online Module
Handling Objections	0.5	0	Online Module
Editorial and Advertising Review	0.5	0	Online Module
Lead Sourcing and Appointment Setting	1	0	Online Module
Arc Online Portal	1	0	Online Module
Follow-up and Re-engagement	0.5	0	Online Module
Launch Expectations and Support	1	0	Online Module
Arc Online Portal	1	0	Virtual with Trainer
Appointment Setting	3	2.5	Virtual with Trainer
<b>TOTALS</b>	15.5	2.5	

## INITIAL IN-PERSON TRAINING PROGRAM

Subject	Hours of Training	Hours of on the Job Training	Location
Introduction to the Client Meeting	1.5	0	Kansas City*
Investigation	1.5	0	Kansas City*
Build Value	1.5	0	Kansas City*
Closing and Negotiating	3	0	Kansas City*
Media Kits and Rates	1	0	Kansas City*
Role Playing	7	0	Kansas City*
Handling Objections	3	0	Kansas City*
Lead Sourcing and Appointment Setting	1	0	Kansas City*
Follow-up and Re-engagement	1	0	Kansas City*
<b>TOTALS</b>	20.5	0	

\*The trainings will be held Kansas City, Missouri, or some other location that we determine in our sole discretion.

Your Principal Operator must attend and complete, to our satisfaction, as we determine, our online training program and in-person training program (collectively, the “Initial Training Program”) within one month after signing the Publisher Agreement. You cannot begin operating your Franchised Business until your Principal Operator has satisfactorily completed such training. Currently, training is conducted online, or another location or different format that we designate. We provide the Initial Training Program to your Principal Operator at no additional charge, and our current policy is to pay for lodging for your Principal Operator to attend our Initial Training Program. You must pay all other expenses that are incurred during training, such as transportation and meals (if any). In addition, we may charge you our then-current fee, which is currently \$1,000 per person, if you would like for a second or additional person to attend our Initial Training Program, such as a manager, or if you replace a manager or Principal Operator or add an additional manager who attends training. Your Principal Operator must attend an additional training program within 3 to 6 months after you publish your first Magazine, as we determine. We also have the right to require that your Principal Operator attend additional training or retraining. For instance, if you are not meeting the Launch Schedule or growth benchmarks, we may require that your Principal Operator participate in additional training or retraining. We do not currently provide any on-site assistance.

Our training is provided by Erika Smiley. Erika Smiley joined Lifestyle Publications in April 2015, and she has worked in publishing with Lifestyle Publications since 2015. We may also draw upon the experience of other franchisees or training professionals that have experience operating a Lifestyle Publications business or other similar business.

We will typically offer the Initial Training Program on a monthly basis, but we reserve the right to offer training as needed to accommodate new franchisees. The instructional materials for our Initial Training Program include our Manuals and any other materials that we prepare.

Prior to the date the 6<sup>th</sup> issue of the Magazine for which you are responsible is published, you must attend our “Growth to Gold Training Program” to our satisfaction, for which you will be

required to pay a fee in the amount of \$850. You are responsible for transportation and expenses for food (if any), and wages while attending training.

We also intend, but are not required, to hold one or more conferences or conventions each year, for which we may charge our then-current fee. These conferences or conventions may be held at our office, or at another location that we designate, which may be online. You must pay all expenses that you incur in connection with conference or convention attendance, such as transportation, lodging, and meals. If you fail to attend a conference or convention that we designate as mandatory in the Manuals or otherwise in writing, we will charge you \$4,000.

You are responsible for all employment decisions and functions of the Franchised Business including, without limitation, those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees. We are not required to provide you with assistance hiring or training your employees. If you choose to hire employees, you must comply with all applicable labor, employment and wage and hours laws and regulations.

### **Computer System**

You must purchase a basic desktop or laptop computer. Your computer must have email and high-speed Internet capability, and it must enable you to communicate with us and operate the Franchised Business. For instance, you will need to submit customer contracts to us through an online portal. We have no other requirements regarding the type or brand of computer that you purchase. We estimate that the computer will cost between \$500 to \$2,000, depending on the type of computer that you select.

You will also be required to use in connection with the Franchised Business the software that we designate, for which you may be required to pay a fee and sign the then-current form of the software license agreement that we designate.

You may also be required to complete ongoing maintenance and repairs to the computer, as well as upgrades or updates respecting any software. You must ensure that your computer is generally in good repair such that you are able operate the Franchised Business.

There are no contractual limitations on the frequency and cost of additional maintenance or repair. We estimate that you may spend \$200 per year on routine maintenance or replacement of components due to normal wear and tear, though this amount will vary significantly based on the maintenance that you choose to perform and any vendor that you may choose to perform such maintenance.

You must keep all information stored on the computer secure at all times. Although we will have access to everything that you store in our online portal, we will not have independent access to your computer.

### **Operations Manual**

The Table of Contents of the Manual may be viewed electronically as a series of electronic pages that may vary in size and number depending on the settings of your computer. The Table of Contents of the Manual is contained in **Exhibit G** to this disclosure document. If printed, the approximate total number of pages in the Manual is 253.

## **Opening**

The length of time between signing the Publisher Agreement or the first payment of consideration for the franchise and you opening your Business will vary depending on if you sign the Deposit and Non-Disclosure Agreement, when you complete the initial training program and when you meet the Launch Schedule (as defined in the Publisher Agreement). We estimate that the typical length of time between the date you sign the Publisher Agreement and the date you open for Business will be three to five months.

## **Pricing**

We will provide you with standardized pricing for advertisements, and you will have flexibility to increase those prices depending on your Community.

## **ITEM 12 TERRITORY**

The Publisher Agreement grants you the right to serve as Lifestyle Publications' Independent Publisher in a Community for one designated Magazine. Your Community will be determined by the primary zip codes that comprise the community where your Franchised Business is located. In general, we anticipate that each Community will contain a population of approximately 6,500 residences. We do not have the right to unilaterally alter your Community. You do not have the right to relocate or alter your Community. Your Principal Operator is required to reside within 30 miles of your Community.

During the term of this Agreement, as long as you are not in default under the Publisher Agreement and are in Good Standing (defined below), and except as otherwise provided in this Item 11, your Community will be your protected territory with regard to the Magazine for which you are responsible, and we will not sell advertising within your Community for your designated Magazine under the Marks and we will not grant franchises to others for the right to sell advertising under the Marks for your designated Magazine or operate a Franchised Business for your Magazine within your Community. The license granted to you under the Publisher Agreement does not include the right to offer and sell advertising identified by the Marks through any other channels of distribution, including, but not limited to, mail order catalogs and the Internet, and we may sell advertising through these other channels of distribution in your Community under the Marks or under different marks without compensation to you.

“Good Standing” means that (i) the total Publication Expenses and other expenses for all Magazines for which you are responsible must not exceed the total revenue actually received by us under the advertising contracts for all Magazines (“Magazine Advertising Contracts”) for which you are responsible in any two months in a calendar year during the term of the Publisher Agreement; (ii) commencing on the date that the 4th issue of the Magazine for which you are responsible is published, you must maintain at least \$20,000 per month in contracted monthly Advertising Value for such Magazine for the upcoming three-month period; and (iii) you are operating in accordance with all of the System standards, guidelines, and procedures, and the Manuals, including provision of sufficient and suitable advertising and content for the Magazine for which you are responsible for each month to create a full magazine, in our reasonable opinion. “Publication Expense,” “Advertising Value” and “Publication Value” are defined in Item 6.

In addition, to avoid defaulting under the Publisher Agreement, you must secure sufficient Magazine Advertising Contracts to “launch,” or produce the first issue of, a Magazine according

to the Launch Schedule below. This will require your full time and best efforts. The Launch Schedule and growth benchmarks are:

“Launch Schedule”:

- You must secure monthly Magazine Advertising Contracts totaling \$2,500 within 30 days after you complete the Initial Training Program;
- You must secure monthly Magazine Advertising Contracts totaling \$5,000 within 60 days after you complete the Initial Training Program;
- You must secure monthly Magazine Advertising Contracts totaling \$9,000 within 90 days after you complete the Initial Training Program;
- You must secure monthly Magazine Advertising Contracts totaling \$13,000 within 120 days after you complete the Initial Training Program; and
- to launch, you must (a) your Magazine Advertising Contracts must total \$16,000 in monthly Advertising Value and the terms of those Magazine Advertising Contracts must be at least 6 consecutive months; (b) at least \$16,000 of Magazine Advertising Contracts must be set up to be paid via auto pay by means of electronic funds transfer or credit card for the upcoming 6 month period; (c) at least \$13,000 of Magazine Advertising Contracts must be set up to be paid via auto pay by means of electronic funds transfer or credit card for the upcoming 12 month period; and (d) the average Magazine Advertising Contracts length must be 12 months or longer.

If you fail in any month to produce sufficient Magazine Advertising Contracts to achieve the Launch Schedule, we may terminate your Publisher Agreement upon written notice to you, without an opportunity to cure.

Growth Benchmarks:

- You must secure monthly Magazine Advertising Contracts totaling \$20,000 by the date the 4<sup>th</sup> issue of the Lifestyle Publication’s Magazine is disseminated to residents on your Community mailing list; and
- Your monthly Magazine Advertising Contracts must not fall below \$20,000 per month during any consecutive 3-month period during the term of the Publisher Agreement.

In addition, we will not publish the first issue of a Magazine until the Advertising Value exceeds the Lifestyle Publications Cost and Publication Expense.

Currently, our affiliate City Lifestyle operates a website that features content that is similar to the content featured in Magazines. City Lifestyle also sells advertising, which may potentially be offered or sold in your Community. We do not expect any territorial conflicts between City Lifestyle and Independent Publishers at this time because City Lifestyle currently operates through a web-only platform. In addition, as described in Item 1, we are in the process of integrating the “City Lifestyle” Mark and brand into the System, For Magazines that launch on January 1, 2022 or later, the Publisher’s Magazine will be a “City Lifestyle” Magazine, rather than the “Lifestyle Publications” Magazine. For Magazines that launched prior to January 1, 2022, conversion to a “City Lifestyle” Magazine will be optional for the foreseeable future. At some point

in the future, we may require all Publishers under the System to convert their Magazines to a “City Lifestyle” Magazine.

You may not conduct or direct marketing outside of your Community without our prior written consent. In addition, you must not solicit any advertiser that is already under an advertising contract with us or our affiliates or that is actively being solicited by another Independent Publisher.

We and our affiliates reserve all rights not granted to you under the Publisher Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribute or competitive brands that we control. These rights include the following:

1. to operate, and license others to operate, any Franchised Business at any location outside of your Community;
2. to advertise and promote the Lifestyle Publications business at any location;
3. to develop and establish other business systems (including systems that distribute products or services similar to those offered by the Franchised Business) using the Marks, or other names or marks, and to grant licenses to use those systems at any location without providing any rights to you;
4. to purchase, merge with, acquire, be acquired by or affiliate with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchised Business, and which may be located anywhere inside or outside the Community; and
5. to engage, directly or indirectly, or to license other Independent Publishers or other businesses to engage, directly or indirectly, in the production, distribution, license, and sale of all forms (including electronic forms) of magazines, newsletters, advertising, or other services and products, under the Marks, or under other names through any method of distribution, other than the distribution of Magazines, including through the Internet.

### **Designated Accounts**

We may from time to time, but are under no obligation to, sell advertising to regional or national advertisers who seek to advertise in one or more Magazines (“Designated Accounts”). We may require that you include the advertisements designated by these Designated Accounts in the Magazines in your Community, for which we will compensate you at the time and in the manner that we designate. We may promulgate and enforce the terms and conditions under which you and any other Independent Publisher must or may participate in any given Designated Account program, and may vary such terms and conditions from time to time; provided that any advertising from Designated Accounts in the Magazines in your Community will be included in Cash Received and Advertising Value, as applicable.

### **Additional Rights**

The franchise granted in the Publisher Agreement does not extend to different types of publications or other products and services that Lifestyle Publications may offer unless you first

obtain our written approval, which will be given at our sole option. You may not subfranchise or sublicense any of your rights under the Publisher Agreement. In addition, we generally will not grant to you any options, rights of first refusal or similar rights to acquire additional franchises within or outside of your Community.

### ITEM 13 TRADEMARKS

We grant you the right to operate a business under the name “Lifestyle Publications” and other trade names, service marks, trademarks, logos, emblems, and indicia of origin as we may designate from time to time (“Marks”). You may also use such other current or future Marks which we designate to operate your Business.

We have the following of our Marks registered with the United States Patent and Trademark Office (“USPTO”):

<b>Principal Trademarks</b>	<b>U.S. Registration No./Serial No.</b>	<b>Registration Date/Filing Date</b>	<b>Principal/Supplemental Register</b>
Lifestyle Publications	Registration No: 5998938	Registration Date: February 25, 2020	Supplemental
	Registration No.: 6229725	Registration Date: December 22, 2020	Principal
	Registration No.: 7151765	Registration Date: August 29, 2023	Principal
City Lifestyle	Registration No.: 7324232	Registration Date: March 5, 2024	Principal

We do not have a federal registration for one of our principal Marks. Therefore, this Mark does not have many legal benefits and rights as a federally registered trademark. If our right to use this Mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our right to use and license others to use the “City Lifestyle” Mark is exercised under a trademark license agreement (the “TM Agreement”) with City Lifestyle, LLC. Under the TM Agreement, we are granted the right to use and to permit others to use the Proprietary Marks. The TM Agreement has a term ending September 1, 2026, with automatic 5-year renewal terms. If we were ever to lose our right to the “City Lifestyle” Mark, City Lifestyle, LLC is required under the TM Agreement to allow our franchisees to maintain their rights to use the “City Lifestyle” Mark in accordance with their franchise agreements.

We or City Lifestyle are a party to two settlement agreements which limit our rights to use or license the Marks in Nashville, Tennessee, Winter Park, Florida, and Winter Garden, Florida. On October 13, 2023, City Lifestyle entered into a settlement agreement with Gannett GP Media, Inc. (“Gannett Settlement Agreement”), in which City Lifestyle agreed to: (i) refrain from all use of the name “Downtown Nashville City Lifestyle” or any name confusingly similar to the “Nashville

Lifestyles” mark that uses the word “Nashville” in any manner; and (ii) not use the mark “The Magazine of Music City” in any way and in any format. In addition, City Lifestyle shall not utilize the word “Lifestyle” as a dominant or highlighted element of any marketing campaigns in connection with the “Music City City Lifestyle” mark within the city of Nashville, Tennessee, except however, that City Lifestyle may use the word “Lifestyle” as part of the “Music City City Lifestyle” mark.

On March 19, 2024, we entered into a settlement agreement with Lifestyles CFL LLC (“CFL Settlement Agreement”), in which we agreed to: (i) refrain from all use of the “Winter Garden Lifestyle,” “Winter Garden City Lifestyle,” and “Winter Park City Lifestyle” marks in connection with the publication, title, and distribution of magazines, including the use of the marks in the publication, title, and distribution of magazines through the internet; and (ii) refrain from all use of any publication title including either of the words “Lifestyle” or “Lifestyles” in connection with the publication and distribution of magazines, that distributed within 30 miles from the city limits of Winter Park, Florida and Winter Garden, Florida. Other than the TM Agreement, Gannett Settlement Agreement, and CFL Settlement Agreement, there are no agreements in effect which significantly limit our rights to use or license the Marks in any state in a manner material to the Franchised Business.

We or our affiliates own the Marks. No registration has been up for renewal. We have filed or intends to file all required affidavits. We also claim common law rights in the Marks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the principal trademarks that are material to the Franchise Business. You must follow our rules when you use any of our Marks. You may not use the Marks as part of a business entity name or domain name or with modifying words, designs or symbols except for those which we license to you. You may not use any of the Marks or any variations of them in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not use the Marks on your employment applications, employee evaluation forms, benefits statements, payroll checks or other documents or materials relating to your employees.

There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court. There is no pending infringement, opposition or cancellation, or material litigation involving the Marks.

We are not obligated to protect your right to use the Marks, to protect you from claims of infringement or unfair competition, or to take affirmative action when notified of uses or claims. You must promptly notify us of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights to any Mark. We have the sole right to decide to take any action we deem appropriate and will have the right to control exclusively any litigation or USPTO proceeding arising out of any infringement, challenge or claim, or otherwise relating to any Mark. You must cooperate with us in connection with any litigation or USPTO proceeding. If it becomes advisable at any time in our sole determination to modify or discontinue the use of any name or Mark and/or use one or more additional or substitute names or Marks, you are responsible for the costs (including replacing signs and materials) associated with the change.

Under the Publisher Agreement, you agree not to contest, directly or indirectly, the ownership, title, right or interest in the name or Marks or contest our right to register, use or license others to use the names and Marks.

We do not know of any infringing uses that could materially affect the use of the Marks in any state.



**ITEM 14**  
**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not claim rights in any patents that are material to our business. We have no pending patent applications. We claim proprietary rights and copyright protection to all confidential information, all information contained in the Manual and all information contained on our website. We also claim copyright protection on our operational materials and on other proprietary materials specifically created by us or by others for use in the System, including the advertisements, printed materials and forms used in the operation of a Franchised Business. The Manual and other proprietary materials have not been registered with any copyright office. You must promptly inform us if you learn about unauthorized use of the confidential information. We are not obligated to take any action but will respond to this information as we deem appropriate. You may use the items described in this Item 14 only as we specify while operating your Franchised Business and you must stop using them if we direct you to do so. Our right to use or license copyrighted items is not materially limited by any agreement. We are not aware of any infringing use of our copyrights that could materially affect you.

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

You must be an entity. If you sign the Publisher Agreement as an individual, you must assign the Publisher Agreement to entity owned and controlled by you within 30 days. Your Principal Operator, who is your majority owner, is responsible for overseeing the operation of the Franchised Business and will be the person with whom we may conduct all communications. Your Principal Operator must contribute full time energy and best efforts to the Franchised Business. You and all of your employees must comply with all of the System standards and specifications that we designate. Your Principal Operator must have attended and successfully completed the initial training program. Your Principal Operator must not move more than 30 miles from the Community. Any person or entity who directly or indirectly owns a 10% or greater interest in you must sign the "Guaranty and Assumption Agreement" that is attached to the Publisher Agreement. You may also choose to hire a manager, as well as other employees, who meet our standards and specifications to assist your Principal Operator with the operations of the Franchised Business.

To ensure that all parties who are given access to the Confidential Information on behalf of Publisher, including, but not limited to, the Principal Operator and your managers, will abide by the confidentiality provisions of the Publisher Agreement or are otherwise bound to a confidentiality or protective order in the event disclosure is legally compelled. You will be fully responsible for any breach of the Publisher Agreement by any person to whom access to the Confidential Information.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

The Publisher Agreement provides that you must offer, and may only offer, the products and services that we authorize, as they may be updated or otherwise changed in writing. There are no contractual limits on our right to change the types of authorized goods and services. You are prohibited from offering or selling products and services not authorized by us. We reserve the right to change the types of authorized services and products.

To preserve and protect the Lifestyle Publications brand and the Marks, we may, at our sole option, reject any advertising contracts or content for any reason whatsoever, and that we will specifically not accept advertising contracts from night clubs, casinos, adult novelty stores, marijuana-related industries, political campaigns, psychics or the occult, or any business that violates applicable law (in our reasonable opinion), and/or other types of businesses that we designate in writing from time to time. If any account associated with a magazine Advertising Contract or Digital Advertising Contract fails to make any payment for 90 days or more and the Magazine is below \$25,000 in monthly Magazine Advertising Contracts, the advertising associated with such contract will automatically be pulled from the Magazine.

You may not solicit customers outside of your Community, or provide products and services to customers outside of your Community without our prior written approval.

**ITEM 17  
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	§2	Five years from the Effective Date, unless sooner terminated in accordance with the Publisher Agreement.
b. Renewal or extension of the term	§2	Additional consecutive five-year terms provided that you have not given written notice of nonrenewal at least 90 days prior to the expiration of the initial term or the applicable renewal term, and further provided that you satisfy certain conditions.
c. Requirements for franchisee to renew or extend	§2(a)-(d)	You must (a) not be in default of the Publisher Agreement or any other agreement with us or any of our affiliates; (b) sign the then-current form of Publisher Agreement (which may contain materially different terms and conditions from the original franchise agreement); (c) execute a general release of any and all claims against Lifestyle Publications, its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including claims arising under the Publisher Agreement or under federal, state or local laws, rules, regulations or orders for the prior term; and (d) comply with Lifestyle Publications' then-current

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
		Independent Publisher qualification requirements.
d. Termination by franchisee	§12(b)	If we fail to comply with any material provision of the Publisher Agreement and our failure to cure a breach within 30 days following written notice from you, you may terminate the Publisher Agreement upon written notice to us, subject to state law. In addition, you may terminate this Agreement upon 6 months written notice if: (i) you are in Good Standing; and (ii) can maintain Good Standing during the 6-month transition period. See the Publisher Agreement for further information.
e. Termination by franchisor without cause	§12(c)	Either party may terminate the Publisher Agreement for any reason upon written notice by the end of the last day of your Initial Training Program. Any costs paid for orientation, materials, or any other purpose are non-refundable, unless Lifestyle Publications fails to offer the Initial Training Program.
f. Termination by franchisor with cause	§12(a)	Lifestyle Publications may terminate the Publisher Agreement if Lifestyle Publications has cause to terminate the Publisher Agreement.
g. "Cause" defined-curable defaults	§12(a)	Upon your failure to comply with any other provision of the Publisher Agreement, and failure to cure such default within 30 days, we may terminate the Publisher Agreement upon written notice to you, effective immediately.
h. "Cause" defined-non-curable defaults	§12(a)	(i) failure to produce sufficient Magazine Advertising Contracts to achieve the Launch Schedule, (ii) failure to produce sufficient Magazine Advertising Contracts to cover the costs to publish the first issue of the Magazine for which you are responsible by the fourth month following orientation, (iii) transfers or assigns, or attempts to transfer or assign, the Publisher Agreement in violation of Section 11 of the Publisher Agreement, (iv) you falsify any advertising contracts or in any way submit to us advertising contracts which have not been authorized by the advertiser; (v) you do not meet the Good Standing requirements; (vi) convicted of a felony or commits other acts that are deemed, in our sole judgement, to

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
		<p>damage our public image or Marks; (vii) uses the Marks or Copyrighted Materials or uses or discloses the Confidential Information in violation of the Publisher Agreement; (viii) failure to pay any amount due to Lifestyle Publications or its affiliate or designed when due and fails to cure such default within ten days; (ix) if you move more than 30 miles away from the Community; (x) failure to hire a new editor within 30 days after former editor's employment ends; or (xi) if you make an assignment for the benefit of creditors, insolvency or inability to pay your debts generally as they become due, you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property, the Franchised Business is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty days, or any order appointing a receiver, trustee or liquidator of you or the Franchised Business is not vacated within 30 days following the entry of such order. We may also terminate the Publisher Agreement immediately upon Death or Permanent Disability.</p>
<p>i. Franchisee's obligations on termination/non-renewal</p>	<p>§13</p>	<p>You must (a) cease to conduct operations as an Independent Publisher described in the Publisher Agreement; (b) promptly discontinue all further uses of the System, Marks, Copyrighted Materials, and Confidential Information and return any and all Proprietary Information, including any derivative material created by you containing Proprietary Information, in your possession or within your control to us; (c) comply with the covenants; (d) cease use of the Dedicated Telephone Number; (e) at Lifestyle Publications' option, assign to Lifestyle Publications all rights to the Dedicated Telephone Number(s) and any related business listings and execute all forms and documents required by us to transfer such service and numbers to Lifestyle Publications; (f) cease use of any email addresses that were assigned by us, and provide to us the passwords and other login information for those accounts; (g)</p>

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
		cease use of all websites and social media accounts that use the Proprietary Information, provide to Lifestyle Publications the usernames, passwords, and other login information for those accounts; (h) pay us all amounts due; and (i) pay us all damages, costs, and expenses, including reasonable attorneys' fees, costs, and expenses (and any interest), incurred by us subsequent to the termination or expiration of the Publisher Agreement in obtaining injunctive or other relief for the enforcement of any provisions of the Publisher Agreement; if applicable.
j. Assignment of contract by franchisor	§11(a)	The Publisher Agreement will automatically stay intact if we undergo any name change or if we become partially or completely part of another company or entity and therefore be binding for such entities. We will have the absolute right to transfer and/or assign the Publisher Agreement and all duties and obligations hereunder to any person or legal entity without prior notice to you or your consent. In the case of such transfer and/or assignment, the Publisher Agreement will be binding for such person(s) and/or entity(ies).
k. "Transfer" by franchisee-defined	§11(b)	The rights and duties set forth in the Publisher Agreement are personal to you, and that we have granted a franchise in reliance on your business skill, financial capacity, and personal character. You must not transfer or assign (i) the Publisher Agreement or any of your rights and obligations under the Publisher Agreement; (ii) any material asset of yours that is related to the Franchised Business; or (iii) any ownership interests in you without our prior written consent, which will not be unreasonably withheld.
l. Franchisor approval of transfer by franchisee	§11(b)	We have the right to approve transfers.
m. Conditions for franchisor approval of transfer	§11(b)	(i) Pay all monetary obligations; (ii) pay the Transfer Fee that is equal to the greater of our then-current Initial Franchise Fee or 20% of the purchase price paid by the transferee to Publisher (or other transferor); (iii) the transferee must complete the then-current training

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
		<p>requirements; (iv) transferee executes the then-current form of the Publisher Agreement; (v) the transferee and/or its Principal Owners execute the Guaranty Agreement; (vi) any purchase and sale agreement between the transferor and transferee must meet Lifestyle Publications' standards and specifications, including, but not limited to, the proposed purchase price, and must include the requirement that the Franchised Business must continue to operate without interruption during the transfer; (vii) maintain and establish monthly Advertising Value of \$16,000 per month for 6 months; (viii) require average length of Magazine Advertising Contract to be at least 12 months; (ix) you execute a general release; and (x) you use your best efforts to provide the new publisher with sufficient assistance to ensure smooth transition.</p>
n. Franchisor's right of first refusal to acquire franchisee's business	None.	None.
o. Franchisor's option to purchase franchisee's business	None.	None.
p. Death or disability of franchisee	§12(a)	Upon death or permanent disability, we may terminate the Publisher Agreement.
q. Non-competition covenants during the term of the franchise	§8(b)(i)	<p>During the term of the Publisher Agreement, you must not work with or for or have direct or indirect ownership of, or be engaged in any capacity (including acting as a sales agent or publisher) by, any individual, entity, organization, or company, in any Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Lifestyle Publications or its affiliates have used, sought registration of or registered the Marks or similar marks or operated or granted others the right to operate a business (including acting as a sales agent or publisher) under the Marks or similar marks. Subject to applicable law.</p>

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	§8(b)(ii)	For a period of 24 months immediately following the expiration, termination, assignment or transfer of the Publisher Agreement, you must not compete, directly or indirectly, with Lifestyle Publications (or its successors and assigns) or work with or for or have direct or indirect ownership of, or be engaged in any capacity by, any individual, entity, organization, or company, in any Competitive Business within the Community or within 50 miles of your Community, or within 50 miles of any other Independent Publisher's Community, directly or through a sales agent or Publisher. Subject to applicable law.
s. Modification of the Publisher Agreement	§17	Other than authorized amendments by us set forth in the Publisher Agreement, no amendment, change, or variance from the Publisher Agreement will be binding on either party unless mutually agreed to in writing by us and you.
t. Integration/merger clause	§18	Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable, subject to state law.  Notwithstanding the foregoing, nothing in the Publisher Agreement is intended to disclaim any representations made by Lifestyle Publications in the Franchise Disclosure Document that Lifestyle Publications furnished to Publisher.
u. Dispute resolution by arbitration or mediation	§19	Except to the extent that we elect to enforce the provisions of the Publisher Agreement by injunction as may be provided, all disputes, claims and controversies between the parties arising under or in connection with the Publisher Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in the city and state where Lifestyle Publications has its principal place of business at the time the action is commenced. Subject to applicable law.

PROVISION	SECTION IN PUBLISHER OR OTHER AGREEMENT	SUMMARY
v. Choice of forum	§§19-20	You irrevocably consent to the personal jurisdiction of the state and federal courts located in the state, county, or judicial district in which our principal place of business is located and hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision. Subject to applicable law.
w. Choice of law	§21	Subject to our rights under federal trademark laws, the Publisher Agreement will be interpreted and construed under the laws of the state where the majority of the Community is located, which laws will prevail if there is any conflict of law (without regard to, and without giving effect to, the application of conflict of law rules). Subject to applicable law.

**ITEM 18  
PUBLIC FIGURES**

We do not use any public figure to promote the franchised business.

**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 possible performance at a particular location or under particular circumstances.

Presented below is historical data for Franchised Businesses. Each Franchised Business operates one or more magazines and are substantially similar to the Franchise Business being offered under this franchise disclosure document.

Please carefully read all of the information in this Item 19, and all the notes following the charts, in conjunction with your review of this historical data.

**A. Annual Gross Sales, Cash Received, Costs and Commissions Paid for Franchised Businesses in 2023**

**Chart A**



The information below is for Franchised Businesses in operation as of January 1, 2023 and that published magazines for the entire 2023 calendar year. Presented below in Chart A are the average, median, and other annual figures attained during the 2023 calendar year by the 17 Franchised Businesses that have been operating more than one magazine for at least 12 months, as of December 31, 2023. Each of the Franchised Businesses that are included in Chart A below operated continuously throughout the entire 2023 calendar year.

<b>Chart A: Franchised Businesses with More Than One Outlet for the Year</b>					
	<b>Average</b>	<b>Median</b>	<b>High</b>	<b>Low</b>	<b>Number (and Percentage) Met or Exceeded Average</b>
<b>Gross Sales</b>	\$794,603	\$680,526	\$1,639,552	\$312,375	5 (29%)
<b>Cash Received</b>	\$749,902	\$665,261	\$1,630,885	\$226,220	5 (29%)
<b>Costs</b>	\$501,340	\$429,323	\$919,025	\$277,708	6 (35%)
<b>Commissions Paid</b>	\$250,502	\$198,636	\$710,142	\$0	6 (35%)

### **Chart B**

The information below is for Franchised Businesses in operation as of January 1, 2023 and that published a single magazine for the entire 2023 calendar year. Presented below in Chart C are the average, median, and other annual figures attained during the 2023 calendar year by the 91 Franchised Businesses that have been operating a single magazine for at least 12 months, as of December 31, 2023. Each of the Franchised Businesses and magazines that are included in Chart B below operated continuously throughout the entire 2023 calendar year.

<b>Chart B: Single Outlet Franchised Businesses</b>					
	<b>Average</b>	<b>Median</b>	<b>High</b>	<b>Low</b>	<b>Number (and Percentage) Met or Exceeded Average</b>
<b>Gross Sales</b>	\$400,901	\$354,538	\$1,114,637	\$212,673	35 (38%)
<b>Cash Received</b>	\$386,974	\$339,021	\$1,045,562	\$186,263	27 (41%)
<b>Costs</b>	\$249,443	\$226,874	\$528,465	\$174,323	33 (36%)
<b>Commissions Paid</b>	\$136,583	\$117,680	\$517,273	\$11,483	33 (36%)

**B. Monthly Advertising Value for Franchised Businesses**

Presented below in Chart C are the average, median, and other monthly Advertising Value figures attained during the 2023 calendar year by the 108 Franchised Businesses that have been operating for at least 12 months, as of December 31, 2023. Each of the Franchised Businesses that are included in Chart C below operated continuously throughout the entire 2023 calendar year.

	<b>More Than One</b>	<b>Single</b>
<b>Number of Franchised Businesses</b>	17	91
<b>Average Monthly Advertising Value</b>	\$66,523	\$33,090
<b>Number (and Percentage) of Franchised Businesses that Attained a Greater Than Average Monthly Advertising Value</b>	5 (29%)	36 (40%)
<b>Median Monthly Advertising Value</b>	\$56,534	\$29,471
<b>Highest Monthly Advertising Value</b>	\$145,805	\$110,093
<b>Lowest Monthly Advertising Value</b>	\$17,160	\$14,998

Notes:

“Gross Sales” means all revenue that that advertisers, residential communities or other organizations agree to pay us under the terms of an advertising contract related to a particular Lifestyle Publications Magazine

“Average Gross Sales” means the total Gross Sales of the reporting locations added together, and then divided by the total number of reporting locations.

“Median Gross Sales” means the central value of all Gross Sales amounts for reporting locations, in which half the Gross Sales for the reporting locations are above the median and half are below.

“Cash Received” means all revenue actually received by us from advertisers, residential communities or other organizations under the terms of an advertising contract related to a particular Lifestyle Publications Magazine.

“Costs” are equal to the total of the Publication Expense and Lifestyle Publication Cost. “Publication Expense” means our actual cost to design, edit, publish, print, and deliver each Lifestyle Publications Magazine, an allocation for our overhead, and reasonable miscellaneous fees, including ad creation fees and fees for additional samples requested by you. The “Lifestyle Publications Cost” is equal to 7% of the Advertising Value of each Lifestyle Publications Magazine, whether or not we actually receive payment for the advertisements and/or services.

“Commissions Paid” is equal to the total Cash Received for each Lifestyle Publications Magazine for which you are responsible in the applicable month minus the Costs.

“Advertising Value” means the value of the advertising and related services in each Lifestyle Publications Magazine, which is calculated as described in the Publisher Agreement and described in Item 6.

In preparing the above financial performance representations, there were 176 Franchised Businesses that operated 192 magazines in 2023. We excluded data for 40 Franchised Businesses operating 40 magazines that were operating less than 12 months as of December 31, 2023, 13 Franchised Businesses operating 9 magazines that permanently closed during 2023, and data for 15 Franchised Businesses operating 15 magazines that transferred during 2023, and 2 Franchised Business operating 1 magazine that was reacquired by Franchisor during 2023. Of the 13 Franchised Businesses operating 9 magazines that closed during 2023, 3 had been open for less than one year.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

You should conduct an independent investigation of the costs and expenses you will or may incur in operating your Franchised Business. Publishers or former publishers listed in this disclosure document may be one source of this information.

Other than the preceding financial performance representation, Lifestyle Publications, LLC does 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 are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Matthew Perry, 514 W 26<sup>th</sup> St, Kansas City, MO 64108, (913) 599-4300, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years 2021-2023**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchised</b>	2021	94	118	+24
	2022	118	150	+32
	2023	150	182	+32
<b>Company-Owned</b>	2021	3	0	-3
	2022	0	3	+3
	2023	3	2	-1
<b>Total Outlets</b>	<b>2021</b>	<b>97</b>	<b>118</b>	<b>+21</b>
	<b>2022</b>	<b>118</b>	<b>153</b>	<b>+35</b>
	<b>2023</b>	<b>153</b>	<b>184</b>	<b>+31</b>

**Table No. 2**  
**Transfers of Outlets From Franchisees to New Owners**  
**(Other than the Franchisor)**  
**For Years 2021-2023**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>Alabama</b>	2021	1
	2022	0
	2023	0
<b>Arizona</b>	2021	0
	2022	0
	2023	2
<b>California</b>	2021	0
	2022	1
	2023	0
<b>Colorado</b>	2021	3
	2022	3
	2023	0
<b>Florida</b>	2021	1
	2022	0
	2023	2
<b>Georgia</b>	2021	1
	2022	0
	2023	0
<b>Massachusetts</b>	2021	0
	2022	1
	2023	1
<b>Minnesota</b>	2021	0
	2022	0
	2023	1
<b>Missouri</b>	2021	0
	2022	0
	2023	1
<b>Montana</b>	2021	0
	2022	0
	2023	1
<b>Nevada</b>	2021	1
	2022	0
	2023	1
<b>New Mexico</b>	2021	0
	2022	1
	2023	0
<b>Ohio</b>	2021	0
	2022	1
	2023	0
<b>Oklahoma</b>	2021	1
	2022	0
	2023	0
<b>South Carolina</b>	2021	0
	2022	1
	2023	1
<b>Tennessee</b>	2021	0
	2022	1

State	Year	Number of Transfers
	2023	2
Texas	2021	2
	2022	2
	2023	2
Virginia	2021	1
	2022	0
	2023	0
Washington	2021	1
	2022	0
	2023	0
Total	2021	12
	2022	11
	2023	14

**Table No. 3  
Status of Franchised  
Outlets For Years 2021-2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Arizona	2021	4	2	0	0	0	0	6
	2022	6	2	0	0	0	0	8
	2023	8	3	1	0	0	0	10
Arkansas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
California	2021	4	1	1	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	4	3	0	0	0	5
Colorado	2021	11	3	0	0	0	0	14
	2022	14	1	0	0	1	0	14
	2023	14	1	1	0	0	0	14
Connecticut	2021	3	0	0	0	0	0	3
	2022	3	3	0	0	0	0	6
	2023	6	2	0	0	0	0	8
Florida	2021	4	3	1	0	0	0	6
	2022	6	3	2	0	0	0	7
	2023	7	2	1	0	1	0	7
Georgia	2021	9	1	1	0	0	0	9
	2022	9	1	0	0	0	0	10
	2023	10	4	0	0	0	0	14
Hawaii	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Idaho	2021	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Illinois	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Indiana	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Kansas	2021	1	2	0	0	0	0	3
	2022	3	2	0	0	2	0	3
	2023	3	2	0	0	0	0	5
Maine	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Maryland	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Massachusetts	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Michigan	2021	3	1	1	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	1	0	0	0	0	5
Minnesota	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Missouri	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Montana	2021	3	0	1	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	1	0	0	0	2
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Nevada	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
New Hampshire	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
New Jersey	2021	3	1	0	0	0	0	4
	2022	4	4	0	0	0	0	8
	2023	8	1	1	0	0	0	8
New Mexico	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New York	2021	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
North Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	1	0	0	0	0	7
Oklahoma	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
South Carolina	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Tennessee	2021	4	4	0	0	0	0	8
	2022	8	4	0	0	0	0	12
	2023	12	2	0	0	0	0	14
Texas	2021	10	5	1	0	0	0	14
	2022	14	6	1	0	0	0	19
	2023	19	7	1	0	0	0	25
Utah	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	3	0	1	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Washington	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
TOTAL	2021	97	28	7	0	0	0	118
	2022	118	38	3	0	3	0	150
	2023	150	42	9	0	1	0	182

**Table No. 4  
Status of Company-Owned  
Outlets For Years 2021-2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
	2023	1	0	0	1	0	0
Florida	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
Kansas	2021	2	0	0	0	2	0
	2022	0	0	2	0	0	2
	2023	2	0	0	0	1	1
Maryland	2021	1	0	0	1	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	<b>2021</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>
	<b>2022</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>
	<b>2023</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>

**Table No. 5  
Projected Openings  
As of December 31, 2023**

State	Franchised Agreements Signed But Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in Next Fiscal Year
Alabama	0	1	0
Arizona	1	2	0
California	3	3	0
Colorado	1	2	0
Connecticut	2	2	0
Florida	0	4	0
Georgia	1	1	0
Hawaii	1	1	0
Illinois	0	2	0
Indiana	0	1	0
Kansas	0	1	0
Maine	1	1	0
Michigan	0	1	0



State	Franchised Agreements Signed But Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in Next Fiscal Year
Alabama	0	1	0
Minnesota	0	1	0
Montana	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	2	0
New Jersey	0	2	0
New York	0	1	0
North Carolina	1	2	0
Ohio	0	2	0
Pennsylvania	0	1	0
South Carolina	0	1	0
Tennessee	2	2	0
Texas	1	5	0
Washington	0	2	0
Wisconsin	1	1	0
<b>Totals</b>	<b>15</b>	<b>47</b>	<b>0</b>

The term “outlets” in the charts above refer to Lifestyle Publications magazines. Some Independent Publishers operate more than one magazine.

As disclosed in Item 1, LMS previously offered licenses for the opportunity to sell advertising for Magazines under a different form of agreement.

**Exhibit H** includes a list of current Independent Publishers and a list of Independent Publishers who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a license agreement with us during the most recently completed fiscal year, or who have not communicated with us within 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.

During the last 3 fiscal years, Independent Publishers have signed confidentiality clauses. In some instances, current and former Independent Publishers sign provisions restricting their ability to speak openly about their experience with the Lifestyle Publications franchise system. You may wish to speak with current and former Independent Publishers, but be aware that not all Independent Publishers will be able to communicate with you.

There is no franchise advisory council for our franchise system and we are not aware of any independent franchisee association.

**ITEM 21  
FINANCIAL STATEMENTS**

Attached as **Exhibit A** are the audited financial statements of Lifestyle Publications, LLC as of December 31, 2021, December 31, 2022, and December 31, 2023. Our fiscal year end is December 31.

**ITEM 22  
CONTRACTS**

Copies of the Publisher Agreement (with Exhibits), the Deposit and Non-Disclosure Agreement, and the State Specific Addenda are attached to this disclosure document as **Exhibits B, C and F**, respectively.

These agreements and their attachments are the only contracts proposed for use in the offering of Franchised Businesses.

**ITEM 23  
RECEIPTS**

**Exhibit J** to this disclosure document contains 2 receipt pages by which you acknowledge your receipt of this disclosure document. One of the copies is for your records, and one must be signed, dated and returned to us at least 14 calendar days before you sign the Publisher Agreement or pay any fee to us.

**EXHIBIT A**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**FINANCIAL STATEMENTS**

**LIFESTYLE PUBLICATIONS, LLC**  
**INDEPENDENT AUDITOR'S REPORT**  
**AND FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**LIFESTYLE PUBLICATIONS, LLC  
DECEMBER 31, 2023**

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# EMERICK & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS, AUDITING & TAX PROFESSIONALS

David Emerick • James Flanagan • Rick Hann • Kristy Helt

## INDEPENDENT AUDITOR'S REPORT

To the Member  
of Lifestyle Publications, LLC  
Kansas City, Missouri

### Opinion

We have audited the accompanying financial statements of Lifestyle Publications, LLC, which comprise the balance sheet as of December 31, 2023, and the related statements of income, member's equity, and cash flows for the year 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 Lifestyle Publications, LLC, as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit 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 Lifestyle Publications, LLC, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lifestyle Publications, LLC'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 Lifestyle Publications, LLC's, internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lifestyle Publications, LLC'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.

*Emerich + Company, P.C.*

Kansas City, Missouri  
April 5, 2024

**LIFESTYLE PUBLICATIONS, LLC  
BALANCE SHEET  
DECEMBER 31, 2023**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 40,291
Related party receivables	6,975,204
Total Current Assets	<u>7,015,495</u>

**TOTAL ASSETS**

\$ 7,015,495

**LIABILITIES AND MEMBER'S EQUITY**

**CURRENT LIABILITIES**

Commissions payable	\$ 445,295
Contract liabilities	422,336
Total Current Liabilities	<u>867,631</u>

**MEMBER'S EQUITY**

Member's equity	6,147,864
Total Member's Equity	<u>6,147,864</u>

**TOTAL LIABILITIES AND MEMBER'S EQUITY**

\$ 7,015,495

See Notes to Financial Statements



**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF INCOME  
FOR THE YEAR ENDED DECEMBER 31, 2023**

<b>REVENUE FROM CONTRACTS</b>	\$ 60,140,438
<b>COST OF REVENUE</b>	<u>43,457,149</u>
Gross Profit	16,683,289
<b>GENERAL AND ADMINISTRATIVE EXPENSES</b>	<u>12,089,135</u>
<b>INCOME FROM OPERATIONS</b>	<u>4,594,154</u>
<b>NET INCOME</b>	<u><u>\$ 4,594,154</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF MEMBER'S EQUITY  
FOR THE YEAR ENDED DECEMBER 31, 2023**

	<b>Member's Equity</b>
Balance, December 31, 2022	\$ 1,553,710
Net income	<u>4,594,154</u>
Balance, December 31, 2023	<u><u>\$ 6,147,864</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2023**

**CASH FLOWS FROM OPERATING ACTIVITIES**

<b>Net income</b>	\$ 4,594,154
Changes in operating assets and liabilities	
Related party receivables	(5,382,313)
Commissions payable	85,769
Contract liabilities	<u>(25,933)</u>
<b>Net cash used in operating activities</b>	<u>(728,323)</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<u>(728,323)</u>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>768,614</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>\$ 40,291</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2023**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Lifestyle Publications, LLC (the Company) is a franchisor formed in October 2019 in Kansas City, Missouri. The Company sells franchises to publishers to produce community-focused publications across the country.

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP).

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

At various times during the year, cash balances held at banks may exceed the federally insured limit of \$250,000 per bank. The Company has not experienced any losses due to these credit risks.

**Revenue Recognition and Accounts Receivable**

Revenues are primarily earned through monthly advertising fees in accordance with service agreements. Revenue and receivables are recorded based on monthly services provided to customers. Receivables are carried at their estimated collectible amounts. No allowance for doubtful accounts is deemed necessary at December 31, 2023.

**Income Taxes**

The Company has elected to have Lifestyle Publications, LLC taxed under the provisions of Subchapter S of the Internal Revenue Code. In lieu of corporate income taxes, the member of the S corporation is taxed on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the accompanying financial statements relating to the activity for the year ended December 31, 2023.

**Use of Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Subsequent Events**

Subsequent events were evaluated through April 5, 2024, which is the date the financial statements were available to be issued.

**NOTE 2: CONTRACT LIABILITIES**

Fees paid in advance are deferred and recognized in the period to which the fees relate, which results in contract balances.

	<u>Contract Liabilities</u>
Beginning of year	\$ 448,269
End of year	\$ 422,336

**LIFESTYLE PUBLICATIONS, LLC  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2023**

**NOTE 3: RELATED PARTY TRANSACTIONS**

Lifestyle Media Solutions, LLC (Media Solutions) is related to the Company through common ownership. The Company has amounts due from Lifestyle Media Solutions of \$6,967,969 as of December 31, 2023 which is included in related party receivables.

The Company has entered into a shared services agreement with Media Solutions to provide services. These services include advertising, graphic design, printing, mailing, administrative support services, and other services as mutually agreed and totaled \$31,418,400 for the year ended December 31, 2023.

The Company has amounts due from City Lifestyle, LLC (City Lifestyle) of \$7,235 as of December 31, 2023 and is included in related party receivables. City Lifestyle is related to the Company through common ownership.

**NOTE 4: LITIGATION**

The Company regularly consults with an attorney regarding litigation, claims and assessments relating to matters arising in the ordinary course of business. The Company settled a trademark infringement in the amount of \$50,000 during the year ended December 31, 2023, which was paid by the insurance company. Additionally, the Company settled a civil action lawsuit in the amount of \$35,000 in 2024 and the settlement will be paid by the insurance company. There were no other litigation, claims, or assessments relating to matters arising in the ordinary course of business during the year ended December 31, 2023.

**LIFESTYLE PUBLICATIONS, LLC**  
**INDEPENDENT AUDITOR'S REPORT**  
**AND FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022**

**LIFESTYLE PUBLICATIONS, LLC  
DECEMBER 31, 2022**

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## INDEPENDENT AUDITOR'S REPORT

To the Member  
of Lifestyle Publications, LLC  
Kansas City, Missouri

### **Opinion**

We have audited the accompanying financial statements of Lifestyle Publications, LLC, which comprise the balance sheet as of December 31, 2022, and the related statements of income, member's equity, and cash flows for the year 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 Lifestyle Publications, LLC, as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit 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 Lifestyle Publications, LLC, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lifestyle Publications, LLC'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 Lifestyle Publications, LLC's, internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lifestyle Publications, LLC'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.

Kansas City, Missouri  
April 26, 2023

**LIFESTYLE PUBLICATIONS, LLC  
BALANCE SHEET  
DECEMBER 31, 2022**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 768,614
Related party receivables	<u>1,592,891</u>
Total Current Assets	<u>2,361,505</u>

**TOTAL ASSETS**

\$ 2,361,505

**LIABILITIES AND MEMBER'S EQUITY**

**CURRENT LIABILITIES**

Commissions payable	\$ 359,526
Contract liabilities	<u>448,269</u>
Total Current Liabilities	<u>807,795</u>

**MEMBER'S EQUITY**

Member's equity	<u>1,553,710</u>
Total Member's Equity	<u>1,553,710</u>

**TOTAL LIABILITIES AND MEMBER'S EQUITY**

\$ 2,361,505

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF INCOME  
FOR THE YEAR ENDED DECEMBER 31, 2022**

<b>REVENUE FROM CONTRACTS</b>	\$ 46,278,473
<b>COST OF REVENUE</b>	<u>33,645,767</u>
Gross Profit	12,632,706
<b>GENERAL AND ADMINISTRATIVE EXPENSES</b>	<u>10,198,036</u>
<b>INCOME FROM OPERATIONS</b>	<u>2,434,670</u>
<b>NET INCOME</b>	<u><u>\$ 2,434,670</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF MEMBER'S EQUITY  
FOR THE YEAR ENDED DECEMBER 31, 2022**

	<u>Member's Equity</u>
Balance, December 31, 2021	\$ 955,862
Distributions	(1,836,822)
Net income	<u>2,434,670</u>
Balance, December 31, 2022	<u><u>\$ 1,553,710</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES**

<b>Net income</b>	\$ 2,434,670
Changes in operating assets and liabilities	
Related party receivables	(600,915)
Commissions payable	(59,932)
Contract liabilities	<u>638</u>
<b>Net cash provided by operating activities</b>	<u>1,774,461</u>

**CASH FLOWS FROM FINANCING ACTIVITIES**

Distributions of member's equity	<u>(1,836,822)</u>
<b>Net cash used in financing activities</b>	<u>(1,836,822)</u>

**NET CHANGE IN CASH AND CASH EQUIVALENTS** (62,361)

**CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR** 830,975

**CASH AND CASH EQUIVALENTS, END OF YEAR** \$ 768,614

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2022**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Lifestyle Publications, LLC (the Company) is a franchisor formed in October 2019 in Kansas City, Missouri. The Company sells franchises to publishers to produce community-focused publications across the country.

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP).

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

At various times during the year, cash balances held at banks may exceed the federally insured limit of \$250,000 per bank. The Company has not experienced any losses due to these credit risks.

**Revenue Recognition and Accounts Receivable**

Revenues are primarily earned through monthly advertising fees in accordance with service agreements. Revenue and receivables are recorded based on monthly services provided to customers. Receivables are carried at their estimated collectible amounts. No allowance for doubtful accounts is deemed necessary at December 31, 2022.

**Income Taxes**

The Company has elected to have Lifestyle Publications, LLC taxed under the provisions of Subchapter S of the Internal Revenue Code. In lieu of corporate income taxes, the member of the S corporation is taxed on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the accompanying financial statements relating to the activity for the year ended December 31, 2022.

**Use of Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Subsequent Events**

Subsequent events were evaluated through April 26, 2023, which is the date the financial statements were available to be issued.

**NOTE 2: CONTRACT LIABILITIES**

Fees paid in advance are deferred and recognized in the period to which the fees relate, which results in contract balances.

	<u>Contract Liabilities</u>
Beginning of year	\$ 447,631
End of year	\$ 448,269

**LIFESTYLE PUBLICATIONS, LLC  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2022**

**NOTE 3: RELATED PARTY TRANSACTIONS**

Lifestyle Media Solutions, LLC (Media Solutions) is related to the Company through common ownership. The Company has amounts due from Lifestyle Media Solutions of \$1,592,041 as of December 31, 2022 which is included in related party receivables.

The Company has entered into a shared services agreement with Media Solutions to provide services. These services include advertising, graphic design, printing, mailing, administrative support services, and other services as mutually agreed and totaled \$25,242,369 for the year ended December 31, 2022.

The Company has amounts due from City Lifestyle, LLC (City Lifestyle) of \$850 as of December 31, 2022 and is included in related party receivables. City Lifestyle is related to the Company through common ownership.

**LIFESTYLE PUBLICATIONS, LLC**  
**INDEPENDENT AUDITOR'S REPORT**  
**AND FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021**



**LIFESTYLE PUBLICATIONS, LLC  
DECEMBER 31, 2021**

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# EMERICK & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS, AUDITING & TAX PROFESSIONALS  
David Emerick • James Flanagan • Rick Hann • Kristy Helt

## INDEPENDENT AUDITOR'S REPORT

To the Member  
of Lifestyle Publications, LLC  
Kansas City, Missouri

### Opinion

We have audited the accompanying financial statements of Lifestyle Publications, LLC, which comprise the balance sheet as of December 31, 2021, and the related statements of income, member's equity, and cash flows for the year 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 Lifestyle Publications, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit 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 Lifestyle Publications, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lifestyle Publications, LLC'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 Lifestyle Publications, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lifestyle Publications, LLC'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.

*Ernst & Company, P.C.*

Kansas City, Missouri  
May 4, 2022

**LIFESTYLE PUBLICATIONS, LLC  
BALANCE SHEET  
DECEMBER 31, 2021**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 830,975
Related party receivables	<u>991,976</u>
Total Current Assets	<u>1,822,951</u>

**TOTAL ASSETS**

\$ 1,822,951

**LIABILITIES AND MEMBER'S EQUITY**

**CURRENT LIABILITIES**

Commissions payable	\$ 419,458
Contract liabilities	<u>447,631</u>
Total Current Liabilities	<u>867,089</u>

**MEMBER'S EQUITY**

Member's equity	<u>955,862</u>
Total Member's Equity	<u>955,862</u>

**TOTAL LIABILITIES AND MEMBER'S EQUITY**

\$ 1,822,951

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF INCOME  
FOR THE YEAR ENDED DECEMBER 31, 2021**

<b>REVENUE FROM CONTRACTS</b>	\$ 31,316,516
<b>COST OF REVENUE</b>	<u>22,385,607</u>
Gross Profit	8,930,909
<b>GENERAL AND ADMINISTRATIVE EXPENSES</b>	<u>6,078,123</u>
<b>INCOME FROM OPERATIONS</b>	<u>2,852,786</u>
<b>NET INCOME</b>	<u><u>\$ 2,852,786</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF MEMBER'S EQUITY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	<u><b>Member's Equity</b></u>
Balance, December 31, 2020	\$ 1,079,630
Contributions	250,000
Distributions	(3,226,554)
Net income	<u>2,852,786</u>
Balance, December 31, 2021	<u><u>\$ 955,862</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**CASH FLOWS FROM OPERATING ACTIVITIES**

<b>Net income</b>	\$ 2,852,786
Changes in operating assets and liabilities	
Related party receivables	(107,364)
Commissions payable	379,711
Contract liabilities	<u>187,959</u>
<b>Net cash provided by operating activities</b>	<u>3,313,092</u>

**CASH FLOWS FROM FINANCING ACTIVITIES**

Contributions to member's equity	250,000
Distributions of member's equity	<u>(3,226,554)</u>
<b>Net cash used in financing activities</b>	<u>(2,976,554)</u>

<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<u>336,538</u>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>494,437</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>\$ 830,975</u></u>

See Notes to Financial Statements

**LIFESTYLE PUBLICATIONS, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEAR ENDED December 31, 2021**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Lifestyle Publications, LLC (the Company) is a franchisor formed in October 2019 in Kansas City, Missouri. The Company sells franchises to publishers to produce community-focused publications across the country.

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP).

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

At various times during the year, cash balances held at banks may exceed the federally insured limit of \$250,000 per bank. The Company has not experienced any losses due to these credit risks.

**Revenue Recognition and Accounts Receivable**

Revenues are primarily earned through monthly advertising fees in accordance with service agreements. Revenue and receivables are recorded based on monthly services provided to customers. Receivables are carried at their estimated collectible amounts. No allowance for doubtful accounts is deemed necessary at December 31, 2021.

**Income Taxes**

The Company has elected to have Lifestyle Publications, LLC taxed under the provisions of Subchapter S of the Internal Revenue Code. In lieu of corporate income taxes, the member of the S corporation is taxed on the Company's taxable income. therefore, no provision or liability for federal income taxes has been included in the accompanying financial statements relating to the activity for the year ended December 31, 2021.

**Use of Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Subsequent Events**

Subsequent events were evaluated through May 4, 2022, which is the date the financial statements were available to be issued.

**NOTE 2: CONTRACT LIABILITIES**

Fees paid in advance are deferred and recognized in the period to which the fees relates, which results in contract balances.

	Contract Liabilities
Beginning of year	\$ 259,672
End of year	447,631



**LIFESTYLE PUBLICATIONS, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEAR ENDED December 31, 2021**

**NOTE 3: RELATED PARTY TRANSACTIONS**

Lifestyle Media Solutions, LLC (Media Solutions) is related to the Company through common ownership. The Company has amounts due from Lifestyle Media Solutions of \$990,606 as of December 31, 2021 which is included in related party receivables.

The Company has entered into a shared services agreement with Media Solutions to provide services. These services include advertising, graphic design, printing, mailing, administrative support services, and other services as mutually agreed and totaled \$16,081,942 for the year ended December 31, 2021.

The Company has amounts due from City Lifestyle, LLC (City Lifestyle) of \$1,370 as of December 31, 2021 and is included in related party receivables. City Lifestyle is related to the Company through common ownership.

**NOTE 4: UNCERTAINTIES**

**COVID-19**

The recent spread of the novel coronavirus (COVID-19) and related work and travel restrictions has disrupted operations. The Company has not been significantly impacted as of December 31, 2021. The extent to which these events will affect the future financial position and cash flows is unknown.

**EXHIBIT B**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**PUBLISHER AGREEMENT**

## INDEPENDENT PUBLISHER FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”), is entered into by and between Lifestyle Publications, LLC, a Missouri limited liability company (“Lifestyle Publications”), and \_\_\_\_\_, a \_\_\_\_\_ (“Publisher”), and will be effective on \_\_\_\_\_ (“Effective Date”).

A. Lifestyle Publications operates a business that publishes magazines for residential communities (“Magazine(s)”) and that sells advertising for those publications (the “Publishing Business”).

B. Lifestyle Publications has developed a system that includes certain methods, standards, designs, specifications and requirements that it, maintains, and may modify from time to time (“System”) for the establishment and operation of franchised businesses by independent publishers (“Independent Publishers”) that sell print advertising within a designated Community (defined below) to businesses that seek to advertise in one or more Magazines, and also develop editorial content for such Magazines, as further described in Section 6 below (“Franchised Businesses”). The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark “Lifestyle Publications,” “City Lifestyle,” and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated, and may hereafter be designated from time to time by Lifestyle Publications in writing, for use in connection with the System (the “Marks”).

C. Publisher wishes to become an Independent Publisher for Lifestyle Publications and seek to operate a Franchised Business. The name of the Magazine and the specific distribution area of the Magazine for which Publisher is responsible (the “Community”) will be set forth in the attached Exhibit A.

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

### 1. APPOINTMENT OF PUBLISHER; EXCLUSIVITY.

a. **Appointment of Publisher.** Lifestyle Publications hereby appoints Publisher to serve as Lifestyle Publications’ Independent Publisher for one (1) Magazine in the Community. This appointment does not extend to different types of publications or other products and services that Lifestyle Publications may offer unless Publisher first obtains Lifestyle Publications’ written approval, which shall be given at Lifestyle Publications’ sole option. Additional Magazine(s) may be added upon Publisher’s request, approval of which shall be at Lifestyle Publications’ sole option. Unless consented to in advance in writing by Lifestyle Publications or provided under this Agreement, Publisher shall not have the right to sell advertising identified by the Licensed Marks through any other channels of distribution, including the Internet (or any other existing or future form of electronic commerce).

b. **Digital Advertising Services.** Publisher will have the opportunity to offer and sell advertising contracts for digital and online advertising and marketing opportunities (“Digital Advertising Program”). Lifestyle Publications hereby grants Publisher a limited right to participate in the Digital Advertising Program. Under the Digital Advertising Program, Publisher shall solicit contracts for digital and online advertising for citylifestyle.com from advertisers (“Digital Advertising Contracts”), using the Marks, the form contracts, and the software designated by

Lifestyle Publications, and in compliance with the terms and conditions this Agreement, Manuals, written policies for the Digital Advertising Program, and as otherwise directed by Lifestyle Publications.

**c. Exclusivity.** During the term of this Agreement, as long as Publisher is not in default under this Agreement and is in Good Standing (defined below), and except as otherwise provided below in this Section 1(c) and in Section 1(d), Publisher's Community shall be Publisher's protected territory with regard to the Magazine for which Publisher is responsible, and Lifestyle Publications shall not sell advertising for Publisher's Magazine within Publisher's Community under the Marks and shall not grant franchises to others for the right to sell advertising in Publisher's Magazine under the Marks or operate a Franchised Business for Publisher's Magazine within Publisher's Community. Publisher is not granted any territorial protections under the Digital Advertising Program. Lifestyle Publications and its affiliates reserve all rights not granted to Publisher, including, but not limited to, the following: **(i)** to operate, and license others to operate, any Franchised Business at any location outside of Publisher's Community; **(ii)** to advertise and promote the Lifestyle Publications business at any location; **(iii)** to develop and establish other business systems (including systems that distribute products or services similar to those offered by the Franchised Business) using the Marks, or other names or marks, and to grant licenses to use those systems at any location without providing any rights to Publisher; **(iv)** to purchase, merge with, acquire, be acquired by or affiliate with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchised Business, and which may be located anywhere inside or outside the Community; **(v)** to engage, directly or indirectly, or to license other Independent Publishers or other businesses to engage, directly or indirectly, in the production, distribution, license, and sale of all forms (including electronic forms) of magazines, newsletters, advertising, or other services and products, under the Marks, or under other names through any method of distribution, other than the distribution of Magazines, including through the Internet; and **(vi)** to offer or sell any products or services over the Internet or by other channels or methods of distribution without obligation to Publisher. Publisher shall not solicit any advertiser that is already under an Advertising Contract (defined below) with Lifestyle Publications or its affiliates or that is actively being solicited by another Independent Publisher.

**d. Designated Accounts.** Lifestyle Publications may from time to time, but is under no obligation to, sell advertising to national or regional advertisers who seek to advertise in one or more Magazines ("Designated Accounts"). Lifestyle Publications may require that Publisher include the advertisements designated by such Designated Accounts in the Magazine in Publisher's Community, for which Lifestyle Publications will compensate Publisher at the time and in the manner that it designates. Lifestyle Publications may promulgate and enforce the terms and conditions under which Publisher and any other Independent Publisher must or may participate in any given Designated Account program, and may vary such terms and conditions from time to time; provided that any advertising from Designated Accounts in the Magazine in Publisher's Community will be included in Cash Received and Advertising Value, as applicable.

**e. Initial Fee.** Publisher shall pay Lifestyle Publications an initial franchise fee equal to Fifteen Thousand Dollars (\$15,000) (the "Initial Franchise Fee"), which must be paid in full prior to or upon execution of this Agreement. If you signed a Deposit and Non-Disclosure Agreement, the Initial Franchise Fee Deposit paid under that agreement will be applied as the Initial Franchise Fee and no further amounts are due to Lifestyle Publications for the Initial Franchise Fee. Except as otherwise provided in this Section 1(e), the Initial Franchise Fee shall be non-refundable in consideration of the administrative and other expenses incurred by Lifestyle Publications in

granting this franchise and for Lifestyle Publications' lost or deferred opportunity to franchise to others. In the event that Publisher fails to complete Lifestyle Publications' Initial Training Program (defined below) and Lifestyle Publications elects to terminate this Agreement, Lifestyle Publications may, at its option, elect to refund to Publisher all but a portion of the Initial Franchise Fee equal to the costs Lifestyle Publications incurred.

**f. Ownership.** If Publisher is an individual, Publisher must transfer this Agreement to a corporation, limited liability company, partnership or other type of entity within thirty (30) days from the Effective Date.

**g. Guaranty.** All Principal Owners of Publisher must sign the Guaranty and Assumption Agreement in the form attached to this Agreement as Exhibit B (the "Guaranty Agreement"). Any person or entity that at any time after the date of this Agreement becomes a Principal Owner of Publisher under the provisions of this Section 1(g) or otherwise will, as a condition of becoming a Principal Owner, sign the Guaranty Agreement. Publisher will furnish to Lifestyle Publications at any time upon reasonable request a certified copy of the Articles of Incorporation or Articles of Organization and a list, in a form Lifestyle Publications reasonably requires, of all shareholders or members of record and all persons having a beneficial interest in any corporation or other entity that is or becomes a Publisher. "Principal Owner" means any person or entity who directly or indirectly owns a ten percent (10%) or greater interest in Publisher. If any corporation or other entity other than a partnership is a Principal Owner, a "Principal Owner" also will mean a shareholder or owner of a ten percent (10%) or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a "Principal Owner" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a ten percent (10%) or greater interest in such general partner. Each Principal Owner as of the Effective Date is listed on Exhibit A.

**2. TERM AND RENEWAL.** The term of this Agreement will begin upon the Effective Date. The term shall continue until five (5) years from the Effective Date, unless sooner terminated in accordance with this Agreement. The term of this Agreement will be renewed for additional consecutive five (5) year terms, provided that Publisher has not given written notice of nonrenewal at least ninety (90) days prior to the expiration of the initial term or the applicable renewal term, and further provided that Publisher satisfies the following conditions (or any additional conditions that Lifestyle Publications may require by giving written notice to Publisher) in connection with each renewal of this Agreement:

**a.** Publisher must not be in default of this Agreement or any other agreement with Lifestyle Publications or any of its affiliates, and Publisher must have fully and timely complied with all such agreements during their respective terms;

**b.** Publisher must enter into Lifestyle Publications' then-current form of Independent Publisher Franchise Agreement, which will supersede this Agreement. The terms of that agreement may differ from the terms of this Agreement;

**c.** Publisher must execute a general release of any and all claims against Lifestyle Publications, its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders for the prior term; and

**d.** Publisher must comply with Lifestyle Publications' then-current Publisher qualification requirements.

Lifestyle Publications intends to provide Publisher with a copy of the then-current Publisher qualification requirements, release, and Independent Publisher Agreement at least one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term. Compliance with 2(a) and 2(d) will be determined seven (7) days prior to the expiration of the applicable term.

**3. GOOD STANDING.** In addition to Publisher's other obligations under this Agreement, at all times during the term of the agreement, Publisher must be and remain in Good Standing. For the purposes of this Agreement, "Good Standing" means that **(i)** the total Publication Expenses (defined below) and other expenses for all Magazines for which Publisher is responsible do not exceed the total revenue actually received by Lifestyle Publications for contracts for advertising in Magazines from advertisers ("Magazine Advertising Contracts") for all Magazines for which Publisher is responsible in any two (2) months in a calendar year during the term hereof; **(ii)** commencing on the date the fourth (4<sup>th</sup>) issue of the Magazine for which Publisher is responsible is published, Publisher must maintain at least: Twenty Thousand Dollars (\$20,000) per month in contracted monthly Advertising Value (less than 90 days past due) for such Magazine for the upcoming three-month (3-month) period; **(iii)** at least Sixteen Thousand Dollars (\$16,000) of Publisher's Magazine Advertising Contracts per month must be set up to be paid via auto pay by means of electronic funds transfer or credit card for the upcoming six-month (6-month) period; **(iv)** at least Thirteen Thousand (\$13,000) of Publisher's Magazine Advertising Contracts per month must be set up to be paid via auto pay by means of electronic funds transfer or credit card for the upcoming twelve-month (12-month) period; and **(v)** Publisher is operating in accordance with all of Lifestyle Publications' System standards, guidelines, and procedures, and the Manuals, including provision of sufficient and suitable advertising and content for the Magazine for which Publisher is responsible for each month to create a full magazine, in the reasonable opinion of Lifestyle Publications.

**4. COMPENSATION.** As compensation for Publisher's services under this Agreement associated with the publication of the Magazine, Lifestyle Publications shall pay Publisher each month an amount equal to the total Cash Received for each Magazine for which Publisher is responsible in the applicable month minus the Lifestyle Publications Cost for such Magazine for the applicable month minus the Publication Expense for such Magazine for the applicable month ("Publisher Profits"). If, in any month, the Cash Received is not sufficient to cover the Lifestyle Publications Cost and Publication Expenses, Publisher will not receive Publisher Profits in such month, and the amount equal to the portion of the Lifestyle Publications Cost and Publication Expenses that was not covered by the Cash Received shall continue to be due and payable by Publisher to Lifestyle Publications upon demand or upon termination or expiration of this Agreement or, at Lifestyle Publications' option, will be deducted from Cash Received in subsequent month(s). For the purposes of this Section:

**a.** "Cash Received" means all revenue actually received by Lifestyle Publications from advertisers, residential communities or other organizations under the terms of an Advertising Contract related to a particular Magazine;

**b.** "Lifestyle Publications Cost" means seven percent (7%) of the Advertising Value of each Magazine, whether or not Lifestyle Publications actually receives payment for the advertisements and/or services;

**c.** “Advertising Value” means the value of the advertising and related services in a Magazine, which shall be calculated as described herein or as otherwise specified by Lifestyle Publications in the Manuals. If the advertising sales made in connection with a Magazine do not meet the advertising value thresholds that are set forth in Exhibit C (the “Advertising Value Thresholds”), then the Advertising Value will be based on a rate card that Lifestyle Publications designates. If advertising sales by the Magazine attain or surpass the Advertising Value Thresholds that Lifestyle Publications designates in Exhibit C, the Advertising Value for a Magazine will be based on the actual amount of those advertising sales.

**d.** “Publication Expense” means Lifestyle Publications’ actual cost to design, edit, publish, print, and deliver each Magazine, an allocation for Lifestyle Publication’s overhead, ad creation fees, and fees for additional samples requested by Publisher.

Publisher acknowledges and agrees that any fees or other amounts due from Publisher to Lifestyle Publications may be deducted from the Publisher Profits by Lifestyle Publications.

Publisher acknowledges and agrees that, upon full execution of this Agreement, Publisher will be assigned a monthly deadline for advertising and content submission (which is subject to change) by Lifestyle Publications at Lifestyle Publications’ sole option. Publisher will also be assigned a monthly date by which Publisher Profits, if any, will be paid to Publisher (which is subject to change) by Lifestyle Publications at Lifestyle Publications’ sole option, which is generally the month following the deadline for advertising and content submission. Publisher shall be provided an accounting and reconciliation of the Publisher Profits being paid from time to time.

**5. DIGITAL ADVERTISING PROGRAM COMPENSATION.** As compensation for publisher’s services under this Agreement and the Digital Advertising Program, Lifestyle Publications shall pay Publisher a “Digital Commission” each month an amount equal to the following: (i) if, during the current calendar month, the Advertising Value of all new Digital Advertising Contracts was fifty thousand dollars (\$50,000) or less, Publisher will earn a commission equal to twenty percent (20%) of all revenue actually received by Lifestyle Publications from Digital Advertising Contracts; and (ii) if, during the current calendar month, the Advertising Value of all new Digital Advertising Contracts was more than fifty thousand dollars (\$50,000), Publisher will earn a commission equal to forty percent (40%) of all revenue actually received by Lifestyle Publications from Digital Advertising Contracts. Lifestyle Publications will distribute any Digital Commissions to Publisher monthly in the same manner as Publisher Profits. Lifestyle Publications and Publisher agree that: (a) the Advertising Value for Digital Advertising Contracts shall not be subject to Lifestyle Publication Cost; and (b) the cash received pursuant to Publisher’s sales under the Digital Advertising Program are not included in “Cash Received” as defined in Section 4(a).

**6. PUBLISHER’S DUTIES.** In fulfilling Publisher’s duties, Publisher understands that Lifestyle Publications is a family-friendly publication, that it upholds strict graphic and editorial standards, and that it works diligently to maintain its public image. To preserve and protect the Lifestyle Publications brand and the Marks, Publisher understands and agrees that Lifestyle Publications may, at its sole option, reject any Magazine Advertising Contracts or Digital Advertising Contract or content for any reason whatsoever, and that Lifestyle Publications will specifically not accept Magazine Advertising Contracts or Digital Advertising Contracts from night clubs, casinos, adult novelty stores, marijuana-related industries, political campaigns, psychics or the occult, any business that violates applicable law (in the reasonable opinion of Lifestyle Publications), and/or other types of businesses that Lifestyle Publications designates in writing from time to time. If any account associated with a Magazine Advertising Contract or Digital

Advertising Contract fails to make any payment for 90 days or more and the Magazine is below Twenty-Five Thousand Dollars (\$25,000) in monthly Magazine Advertising Contracts, the advertising associated with such contract shall automatically be pulled from the Magazine. In addition to those obligations described elsewhere in this Agreement, during the term of this Agreement or any renewal thereof, Publisher shall:

**a.** Solicit contracts for Magazine Advertising Contracts and Digital Advertising Contracts, using the form contracts and software designated by Lifestyle Publications. Publisher may be required to purchase and use in connection with the Franchised Business the software or other technology that Lifestyle Publications reasonably directs from time to time in writing, and Publisher must enter into any software license agreements that may be designated by Lifestyle Publications for such purposes. Lifestyle Publications must approve the pricing for advertising in the Magazine or through the Digital Advertising Program, subject to applicable law. All Magazine Advertising Contracts and Digital Advertising Contracts must be executed by the advertisers and will be between Lifestyle Publications or its affiliates and the advertiser. Publisher will not be a party to, or a third-party beneficiary of, any such contracts. All Magazine Advertising Contracts and Digital Advertising Contracts shall be subject to approval or rejection by Lifestyle Publications, at Lifestyle Publications' sole option, and must be provided to Lifestyle Publications in the manner it requires. All fees and amounts payable under the Magazine Advertising Contracts and Digital Advertising Contracts must be paid directly to Lifestyle Publications or its designee in accordance with the terms thereof, and Publisher shall not accept any payments from any advertiser.

**b.** Promptly deliver to Lifestyle Publications all Magazine Advertising Contracts and Digital Advertising Contracts executed by the advertiser for review, approval, and execution by Lifestyle Publications.

**c.** Provide ongoing services to advertisers who advertise in Publisher's Magazine, through the Digital Advertising Program, or within the Community, including follow-up on open account balances.

**d.** Create content for the Magazine(s) in the Community, utilizing freelance writers and photographers for contracted editorial content ("Content").

**e.** Manage relationships with freelance writers and photographers, including but not limited to ensuring that they sign appropriate agreements that comply with applicable law and contain Work For Hire language, and timely paying the freelance writers and photographers for their content, in accordance with applicable law.

**f.** Manage relationships with a local editor, hired by Publisher's launch issue, who will comply with Lifestyle Publications' editorial guidelines and content policies. The editor shall be located within 30 miles of the Community. If an editor ceases to be employed by Publisher, Publisher must hire a new editor within 30 days after Publisher's former editor's employment ends.

**g.** Prior to the date the sixth (6th) issue of the Magazine for which Publisher is responsible is published, Publisher must hire a publication director to assist with items such as customer onboarding calls, ad list management, collections, appointments, and events ("Publication Director"). If a Publication Director ceases to be employed by Publisher, Publisher must hire a new Publication Director within 30 days after Publisher's former Publication Director's employment ends.



**h.** Designate a “Principal Operator” with whom Lifestyle Publications will deal. The Principal Operator shall be Publisher's majority owner and a Principal Owner. All aspects of the Franchised Business including, but not limited to, the daily operations of the Franchise Business, shall be conducted under the management and supervision of the Principal Operator. Publisher may also appoint a manager or other employees to assist with the operations of the Franchised Business, who must meet Lifestyle Publications’ standards and specifications.

**i.** Publisher’s Principal Operator must complete Lifestyle Publications’ “Initial Training Program” to Lifestyle Publications’ satisfaction, for which Publisher may be required to pay a fee, within one (1) month after the Effective Date, and the Principal Operator must complete all additional or supplemental training that Lifestyle Publications may require. Lifestyle Publications’ fee to provide the Initial Training Program to the Principal Operator is currently included in Lifestyle Publications’ Initial Franchise Fee. If Publisher would like for more than one (1) person to attend the Initial Training Program, Publisher must pay Lifestyle Publications’ then-current fee for each additional trainee (such as a manager). The Principal Operator and/or any manager of Publisher are responsible for all other expenses incurred during training, such as transportation, lodging, and meals; provided, however, that Lifestyle Publications’ current policy is to pay for (1) person’s lodging to attend the Initial Training Program. In addition, the Principal Operator and/or manager must complete a supplemental training program within 3 to 6 months after publishing the first issue of the Magazine, as Lifestyle Publications determines. If Publisher replaces the Principal Operator or a manager or adds an additional manager, or if any of Publisher’s personnel attend any of Lifestyle Publications’ additional training or retraining, Publisher must pay Lifestyle Publications’ then-current fee for such training or retraining, and Publisher’s attendees are responsible for all other expenses incurred during training, such as transportation, lodging, and meals. Lifestyle Publications has the right to require that Publisher’s Principal Operator or Publisher’s manager attend training (including the Initial Training Program) or retraining at the location and in the form that Lifestyle Publications designates, which may be over the phone (including via conference call) or over the Internet. Publisher must pay Lifestyle Publications’ then-current fee for such training, and Publisher’s attendees are responsible for all other expenses incurred during training, such as transportation, lodging, and meals. Prior to the date the sixth (6<sup>th</sup>) issue of the Magazine for which Publisher is responsible is published, Publisher must attend Lifestyle Publications’ “Growth to Gold Training Program” to Lifestyle Publications’ satisfaction, for which Publisher will be required to pay a fee in the amount of Eight Hundred Fifty Dollars (\$850). Publisher is responsible for all expenses incurred during training, such as transportation, lodging, and meals.

**j.** Regularly participate in Lifestyle Publications’ telephone conference calls and conferences in their entirety, for which Publisher may be required to pay Lifestyle Publications’ then-current fee. Publisher may be required to pay Lifestyle Publication’s then-current fee for any required call or person conference that Publisher failed to attend, unless Lifestyle Publications provided Publisher with a written waiver. If the Principal Operator fails to attend any in-person conference that Lifestyle Publications has designated as “mandatory” in the Manuals or otherwise in writing, Publisher shall pay to Lifestyle Publications a fee equal to Four Thousand Dollars (\$4,000). Lifestyle Publications may require Publisher’s Principal Operator to attend conferences at the location and in the form that Lifestyle Publications designates, which may be over the phone (including via conference call) or over the Internet.

**k.** Diligently promote the sale of, and stimulate interest in, the Magazine, the Digital Advertising Program, and advertising therein within the Territory. Lifestyle Publications shall have the right to approve or disapprove all advertising and promotional materials that Publisher proposes to use, pursuant to the policies and procedures that Lifestyle Publications may establish

from time to time. In addition, during the term of this Agreement, Lifestyle Publications shall provide Publisher with such other advertising assistance, sales advice, or related materials as it deems advisable.

**l.** Offer in connection with the Franchised Business all services and products that Lifestyle Publications designates from time to time. No service or product, except those services and products designated by Lifestyle Publications, may be offered for sale, unless Publisher has received Lifestyle Publications' prior written consent (which may be granted or denied at Lifestyle Publications' sole option). Publisher must ensure that no unapproved products or services are offered by Publisher's Franchised Business. Publisher must purchase only such types, models or brands of equipment and supplies that Lifestyle Publications approves for Franchised Businesses as meeting Lifestyle Publications' standards for quality, design, appearance, function and performance, and must undertake all maintenance and repairs that are required by Lifestyle Publications or necessary for Publisher to use such equipment and supplies to operate the Franchised Business. If required by Lifestyle Publications, Publisher must purchase all supplies, materials, other products and services used or offered for sale from Lifestyle Publications or from suppliers who have been approved by Lifestyle Publications. In some cases, there may only be one supplier for a particular item. Publisher must purchase new media kits from Lifestyle Publications when changes are made. Lifestyle Publications will provide Publisher with a list of approved suppliers. If Publisher desires to purchase any products from an unapproved supplier, Publisher must submit to Lifestyle Publications a written request for such approval, or shall request the supplier itself to do so. Publisher must not purchase from any supplier until and unless such supplier has been approved in writing by Lifestyle Publications. Lifestyle Publications has the right to require that Lifestyle Publications representatives be permitted to inspect the proposed supplier's facilities and/or work product, and that samples from the supplier be delivered to Lifestyle Publications for inspection, review and testing, and Lifestyle Publications will not charge a fee for review of such requests. Notwithstanding the foregoing, Publisher may be required to purchase from Lifestyle Publications or from a single designated source certain products that Lifestyle Publications considers integral to the System. Lifestyle Publications has the right to mark up any products or services sold by Lifestyle Publications to Publisher and to receive rebates or similar payments from suppliers because of Publisher's purchases. Lifestyle Publications may use such funds as it deems appropriate.

**m.** Comply with all federal, state, and local laws, rules, and regulations, including without limitation, employment, labor, and wage and hour laws, tax laws, and local operating regulations. For instance, Publisher must abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information, and Publisher must comply with Lifestyle Publications' standards and policies pertaining to privacy laws. To the extent that the requirements of said laws are in conflict with the terms of this Agreement or other instructions of Lifestyle Publications, Publisher shall: **(i)** comply with said laws; and **(ii)** immediately provide written notice describing the nature of such conflict to Lifestyle Publications.

**n.** If so required by Lifestyle Publications, Publisher, the Principal Operator and Publisher's employees must use in connection with the Franchised Business the email account and address that Lifestyle Publications designates from time to time, for which Publisher may be required to pay a fee.

**o.** Otherwise comply with the System as directed by Lifestyle Publications, including in Lifestyle Publications' operations manuals (the "Manuals"). The term "Manuals" includes the operations manual, any training manuals, and any other business manuals that may be prepared and modified from time to time by Lifestyle Publications. The Manuals may be in printed or

electronic format. Lifestyle Publications will loan to Publisher a copy of the Manuals which shall at all times remain Lifestyle Publications' property. Lifestyle Publications will provide Publisher with updates to the Manuals containing details of any new or revised specifications, standards or operating procedures. Lifestyle Publications reserves the right to provide the Manuals and updates to the Manuals in electronic form or other form specified by Lifestyle Publications. Lifestyle Publications has the right to add to, and otherwise modify, the Manuals from time to time to reflect changes in authorized services and products, business image or the operation of Franchised Businesses. Publisher agrees to accept and comply with any such modifications at Publisher's own cost. Publisher acknowledges and agrees that the Manuals are loaned to Publisher and shall at all times remain Lifestyle Publications' sole and exclusive property.

**p.** Publisher must provide Lifestyle Publications with at least a half-page "house ad" in each of their Magazines each month during the Term.

**q.** Publisher acknowledges and agrees that Publisher's operation of the Franchised Business in accordance with the System is essential to preserve the goodwill of the Marks and all Franchised Businesses. Therefore, at all times during the term of this Agreement, Publisher agrees to operate the Franchised Business in accordance with each and every aspect of the System, and the Manuals, as Lifestyle Publications periodically modifies it during the term of this Agreement.

**7. LAUNCH SCHEDULE.** Publisher understands that securing sufficient Magazine Advertising Contracts to "launch," or produce the first issue of, a Magazine according to the Launch Schedule noted in this Section will require Publisher's full time and best efforts, and Publisher agrees to commit its full time and best efforts beginning immediately after the conclusion of Lifestyle Publications' Initial Training Program. The necessary Launch Schedule and Growth Benchmarks are set forth below.

The requirements of the "Launch Schedule" include the following:

**a.** Publisher must secure monthly Magazine Advertising Contracts for the Magazine totaling Two Thousand Five Hundred Dollars (\$2,500) in monthly Advertising Value within thirty (30) days after Publisher completes the Initial Training Program;

**b.** Publisher must secure monthly Magazine Advertising Contracts for the Magazine totaling Five Thousand Dollars (\$5,000) in monthly Advertising Value must be secured within sixty (60) days after Publisher completes the Initial Training Program;

**c.** Publisher must secure monthly Magazine Advertising Contracts for the Magazine totaling Nine Thousand Dollars (\$9,000) in monthly Advertising Value must be secured within ninety (90) days after Publisher completes the Initial Training Program;

**d.** Publisher must secure monthly Magazine Advertising Contracts for the Magazine totaling Thirteen Thousand Dollars (\$13,000) in monthly Advertising Value must be secured within one hundred twenty (120) days after Publisher completes the Initial Training Program; and

**e.** To launch, Publisher must (a) Publisher's Magazine Advertising Contracts for the Magazine must total Sixteen Thousand Dollars (\$16,000) in monthly Advertising Value and the terms of such Magazine Advertising Contracts must be at least six (6) consecutive months; (b) at least Sixteen Thousand Dollars (\$16,000) of Publisher's Magazine Advertising Contracts must be set up to be paid via auto pay by means of electronic funds transfer or credit card for the upcoming

six-month (6-month) period; (c) at least Thirteen Thousand (\$13,000) of Publisher's Magazine Advertising Contracts must be set up to be paid via auto pay by means of electronic funds transfer or credit card for the upcoming twelve-month (12-month) period; and (d) the average Magazine Advertising Contract length must be twelve (12) months or longer.

The current requirements of the "Growth Benchmarks" include the following:

**f.** Publisher must secure monthly Magazine Advertising Contracts for the Magazine totaling Twenty Thousand Dollars (\$20,000) by the date the fourth (4th) issue of the Lifestyle Publication's Magazine for which Publisher is responsible is disseminated to residents on Publisher's Community mailing list; and

**g.** Publisher's monthly Magazine Advertising Contracts for the Magazine must not fall below Twenty Thousand Dollars (\$20,000) per month during every consecutive three-month (3-month) period during the term of this Agreement; provided, however, that Lifestyle Publications may increase this threshold to a maximum of Twenty Thousand Dollars (\$20,000) at any time, at its option.

In addition, Lifestyle Publications will not publish the first issue of a Magazine until the Advertising Value exceeds the Lifestyle Publications Cost and Publication Expense. Publisher acknowledges and agrees that prior to securing Ten Thousand Dollars (\$10,000) in monthly Advertising Value, Publisher must hire and use an editor that Lifestyle Publications approves to assist with the publication of the Magazine.

## **8. INDEPENDENT CONTRACTOR STATUS.**

**a.** Except as specifically provided herein, Lifestyle Publications shall not control the details, manner or means by which Publisher performs Publisher's obligations hereunder in any material respect. Publisher agrees to perform such obligations hereunder solely as an independent contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, joint-venture, or relationship of employer and employee between the parties. Publisher is not authorized to enter into or commit Lifestyle Publications to any agreements. Publisher shall not represent itself as the agent or legal representative of Lifestyle Publications. Publisher is solely responsible for all employment decisions and functions of the Franchised Business including, without limitation, those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Publisher receives advice from Lifestyle Publications on these subjects. Publisher acknowledges and agrees that all personnel decisions, including hiring, firing, disciplining, compensation, benefits, and scheduling, shall be made by Publisher, without any influence or advice from Lifestyle Publications, and such decisions and actions shall not be, nor be deemed to be, a decision or action of Lifestyle Publications. All work related to the Digital Advertising Program will be performed by Publisher and Publisher's employees and independent contractors, and those employees and contractors will be under the sole direction and control of Publisher. Further, it is the intention of the parties to this Agreement that Lifestyle Publications shall not be deemed a joint employer with Publisher for any reason. If Lifestyle Publications incurs any cost, loss, or damage as a result of any actions or omissions of Publisher or Publisher's employees, including any that relate to any party making a finding of any joint employer status, Publisher will fully indemnify Lifestyle Publications for such loss.

**b.** Except as otherwise specifically provided herein, at all times during the term of this Agreement or any renewal thereof, Publisher shall exercise Publisher's own independent professional judgment in connection with Publisher's performance of obligations and duties arising under this Agreement.

**c.** As stated in Section 8(a) above, Publisher is an independent contractor and not an employee of Lifestyle Publications or any of its subsidiaries or affiliates. The consideration set forth in Section 4 shall be the sole consideration due Publisher for the services rendered hereunder. It is understood that Lifestyle Publications will not withhold any amounts for payment of taxes from the compensation of Publisher hereunder. Lifestyle Publications shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Publisher or any other person consulted or employed by the Publisher in performing services under this Agreement. All such costs shall be Publisher's responsibility. Publisher will not represent to itself to be or hold itself out as an employee of Lifestyle Publications and Publisher acknowledges that Publisher shall not have the right or entitlement in or to any of the pension, retirement, medical, dental, life insurance, 401(k) program, stock option plan, stock purchase plan, vacation leave, sick leave and/or holidays leave or any other benefit programs now or hereafter available to Lifestyle Publications' regular employees. Publisher shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

**d.** Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Publisher's sole responsibility, and Publisher shall indemnify and hold Lifestyle Publications harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

Publisher will obtain and keep in effect, at Publisher's expense, insurance coverage as follows: **(i)** comprehensive general liability insurance, on an occurrence policy form, with policy limits equal to or greater than \$1,000,000 per occurrence (combined single limit) and in the aggregate covering operations by or on behalf of Publisher; **(ii)** automobile liability insurance, including coverage for all owned, hired and non-owned automobiles with policy limits equal to or greater than \$1,000,000 combined single limit each accident for bodily injury and property damage; **(iii)** employer's liability insurance as required by law; and **(iv)** umbrella liability insurance, on an occurrence policy form, with policy limits of \$1,000,000 per occurrence and in the aggregate. Lifestyle Publications may modify these insurance requirements from time to time upon written notice to Publisher.

All insurance policies shall list Lifestyle Publications and its affiliates, and their respective officers, directors, employees, partners, members, subsidiaries, employees and agents as additional insureds, and shall also contain a provision that Lifestyle Publications, although named as an insured, shall nevertheless be entitled to recover under said policies on any loss occasioned to Lifestyle Publications or its servants, agents, or employees by reason of the negligence of Publisher or its servants, agents, or employees. Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20-26 or any other form that Lifestyle Publications approves in writing that provides comparable coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) Lifestyle Publications' negligent acts, errors or omissions or other additional

insureds. Publisher shall maintain such additional insured status for Lifestyle Publications on Publisher's general liability policies continuously during the term of this Agreement.

At least thirty (30) days prior to the time any insurance is first required to be carried by Publisher, and thereafter at least thirty (30) days prior to the expiration of any such policy, Publisher shall deliver to Lifestyle Publications certificates of insurance, endorsements, insurance declarations and/or other documents requested by Lifestyle Publications (collectively, "certificates"), evidencing the proper coverage with limits not less than those required hereunder. All certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Lifestyle Publications in the event of material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. In the event that Publisher fails to obtain the required insurance or to provide evidence reasonably satisfactory to Lifestyle Publications of the insurance policies required by this Section 8, Lifestyle Publications has the right to obtain such required policies on Publisher's behalf, and Publisher agrees that it will promptly reimburse Lifestyle Publications for all costs related to obtaining such policies upon notice from Lifestyle Publications.

e. If, notwithstanding the parties' specific intention and agreement as set forth herein, Publisher is finally adjudged to be an employee of Lifestyle Publications by a court of competent jurisdiction, then to the maximum extent permitted by applicable law, such status shall not entitle Publisher to, and Publisher specifically waives entitlement to any and all Lifestyle Publications' employee benefits, including, but not limited to, medical, dental, life insurance, 401(k) program, stock-related plans, paid leave and holidays. In the event Publisher is finally adjudged to be entitled to any of such benefits by a court of competent jurisdiction, Lifestyle Publications shall be entitled to recover from Publisher the fair market value of any such benefits if, and to the extent that, the monetary compensation payable to Publisher under this Agreement exceeds the reasonable salary, prorated for the term of this Agreement, that Publisher would have received if Publisher had actually been hired, as of the Effective Date of this Agreement, as an employee of Lifestyle Publications to do equivalent work.

f. Establish an office from which to operate the Franchised Business (the "Office") that meets Lifestyle Publications' standards and specifications, if any, as described in the Manuals.

g. Publisher shall devote such time to the performance of Publisher's obligations and duties hereunder as is necessary for satisfactory performance; however, Publisher shall have no obligation to work any particular hours or days or any particular number of hours or days.

## **9. CONFIDENTIALITY AND NONCOMPETITION.**

a. **Confidentiality.** Publisher understands and agrees that he/she will come into possession of certain of Lifestyle Publications' trade secrets concerning the manner in which it conducts business including, but not limited to: methods of doing business or business processes; strategic business plans; customer lists and information; marketing and promotional campaigns; and Lifestyle Publications' materials clearly marked or labeled as trade secrets. Publisher agrees that the foregoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and constitutes trade secrets belonging to Lifestyle Publications. Publisher agrees that Lifestyle Publications derives independent economic value from these trade secrets not being generally known to, and not being readily ascertainable through proper means by, another person. Any disclosure or unauthorized use thereof will cause irreparable loss and harm to Lifestyle Publications in addition

to constituting an unfair method of competition. Publisher specifically acknowledges and agrees that Lifestyle Publications' trade secrets are a part of the Confidential Information, as defined below. Publisher agrees that the Confidential Information is solely owned by Lifestyle Publications and this Agreement will not grant to Publisher any rights in or to the Confidential Information. Publisher acknowledges that Lifestyle Publications desires to maintain the confidentiality of the Confidential Information and is making such information available to the Publisher for use only in connection with acting as an Independent Publisher of Lifestyle Publications under the terms and conditions of this Agreement. Publisher further acknowledges and agrees that the Confidential Information is proprietary to Lifestyle Publications. In consideration of the opportunity to obtain access to the Confidential Information, Publisher hereby agrees as follows:

**(i)** Not to disclose or otherwise use the Confidential Information for any other purpose except to carry out Publisher's obligations as an Independent Publisher for Lifestyle Publications under this Agreement, particularly not to use the Confidential Information on behalf of any other clients Publisher may have. Outside of direct use to carry out Publisher's obligations under this Agreement, Publisher specifically agrees not to disclose the Confidential Information, except that Publisher and its affiliates may, in accordance with any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information, including Lifestyle Publications' trade secrets, **(a)** in confidence, to federal, state, or local government officials, or to an attorney of Publisher, for the sole purpose of reporting or investigating a suspected violation of law; or **(b)** in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law. In the event Publisher or any persons to whom Publisher discloses the Confidential Information become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Publisher will provide Lifestyle Publications with prompt prior written notice of such requirement so that Lifestyle Publications may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Publisher agrees to furnish only that portion of the Confidential Information which Publisher is advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information;

**(ii)** To ensure that all parties who are given access to the Confidential Information on behalf of Publisher, including, but not limited to, the Principal Operator and any Manager, will abide by the confidentiality provisions of this Agreement or are otherwise bound to a confidentiality or protective order in the event disclosure is legally compelled. Publisher shall be fully responsible for any breach of this Agreement by any person to whom access to the Confidential Information is given by the Publisher or its representatives;

**(iii)** Not to make copies of the Confidential Information unless specifically authorized by a member of Lifestyle Publications executive staff; and

**(iv)** Upon termination or expiration of this Agreement, to promptly return to Lifestyle Publications any and all Confidential Information, all copies thereof, and any materials that contain a portion of Confidential Information irrespective of the author or owner of the materials.

As used in this Agreement, the "Confidential Information" means all non-public information provided to Publisher, oral or written, describing the business model and methods know-how or other documents relating to the Lifestyle Publications Publishing Business. Confidential Information includes, without limitation, all trade secrets or know how, including, but not limited

to, research, plans, products, services, customer lists and other customer data, business plans, marketing data, software, forms, processes, methods of operation, and other business information.

**b. Noncompetition.** Publisher represents that Publisher is not currently working with or for or has a direct or indirect interest in, any individual, entity, organization, or company that conducts a business similar to or in competition with the Lifestyle Publications Publishing Business, including any business that provides content regarding culture, social events, restaurants, or community involvement to cities, communities, neighborhoods, residential communities, homeowners' associations ("HOAs"), and other similar groups by providing newsletters, magazines, periodicals, websites, or any similar media ("Competitive Business"). Publisher specifically acknowledges that Publisher will receive valuable Confidential Information beyond Publisher's present skills and experience and that such Confidential Information provides a competitive advantage. In consideration for gaining access to such Confidential Information, Publisher agrees that:

**(i)** During the term of this Agreement, Publisher shall not work with or for or have direct or indirect ownership of, or be engaged in any capacity (including acting as a sales agent or publisher) by, any individual, entity, organization, or company, in any Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Lifestyle Publications or its affiliates have used, sought registration of or registered the Marks or similar marks or operated or granted others the right to operate a business (including acting as a sales agent or publisher) under the Marks or similar marks; and

**(ii)** For a period of twenty-four (24) months immediately following the expiration, termination, assignment or transfer of this Agreement ("Non-Compete Period"), Publisher will not compete, directly or indirectly, with Lifestyle Publications (or its successors and assigns) or work with or for or have direct or indirect ownership of, or be engaged in any capacity by, any individual, entity, organization, or company, in any Competitive Business within the Community, within fifty (50) miles of the Community, or within fifty (50) miles of any other Independent Publisher's designated community, directly or through a sales agent or Publisher.

**c. Reasonableness of Covenants.** Publisher agrees that the preceding covenants contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and such limitations do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Lifestyle Publications. Each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Lifestyle Publications is a party, Publisher expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section of the Agreement. Publisher further understands and agrees that Lifestyle Publications will have the right, at its sole option, to reduce the scope of any covenant set forth in this Section, or any portion thereof, without Publisher's consent; effective immediately upon notice to Publisher, and Publisher agrees that Publisher will promptly comply with any covenant as so modified.

**d. Information Exchange.** Publisher agrees to disclose to Lifestyle Publications all ideas, concepts, methods, techniques and products conceived or developed by Publisher, its affiliates, owners, agents, or employees during the term of this Agreement relating to the



development and/or operation of Franchised Businesses. Publisher hereby grants to Lifestyle Publications and agrees to procure from its affiliates, owners, agents, or employees a perpetual, non-exclusive, and worldwide right to use any such ideas, concepts, methods, techniques and products in all advertising businesses by Lifestyle Publications or its affiliates, Publishers and designees. Lifestyle Publications shall have no obligation to make any payments to Publisher with respect to any such ideas, concepts, methods, techniques or products. Publisher agrees that Publisher will not use or allow any other person or entity to use any such concept, method, technique or product without obtaining Lifestyle Publications' prior written approval.

**e. Generative AI.** Publisher will not, without Lifestyle Publications' written consent, utilize any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models ("Generative AI") directly or indirectly in the operation of the Franchised Business, including without limitation, in advertising, promotion, or marketing of the Franchised Business, communications with active, prospective, or former customers of the Franchised Business, business planning, analysis or optimization, or in any social media. Publisher acknowledges and agrees not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information or personal information) with any unapproved third party platforms, including Generative AI, except as authorized with Lifestyle Publications' written consent. In addition, Publisher shall prohibit its employees from using any Confidential Information in Generative AI. In the event Publisher utilizes any Generative AI, with or without Lifestyle Publications' prior approval, Publisher shall comply with all laws applicable to such use, including without limitation, all trademark and copyright laws, and shall not infringe upon or use intellectual property of a third party without appropriate authorization and attribution.

**10. USE OF MARKS AND COPYRIGHTED MATERIALS.** In furtherance of Publisher's appointment, Lifestyle Publications grants Publisher a limited, royalty-free, non-exclusive license to use the Marks and copyrighted materials ("Copyrighted Material") designated by Lifestyle Publications from time to time, solely for the purpose of advertising and promoting the Magazine for which Publisher is responsible. Publisher acknowledges that:

**a.** Lifestyle Publications is the lawful owner of the Marks and the Copyrighted Materials. Publisher's interest in the Marks and the Copyrighted Materials is solely that of a licensee, and all goodwill attributable to the use of the Marks in the Community will accrue to the benefit of Lifestyle Publications. Publisher disclaims any proprietary interest in any of the Marks and the Copyrighted Materials.

**b.** Publisher shall not use the mark "Lifestyle Publications Publishing" or "Lifestyle Publications" or any Magazines' name or any abbreviation, acronym or variation of those words as part of Publisher's name, domain name, or that of any business entity in which Publisher owns or holds an interest.

**c.** Publisher shall use the Marks in the precise form that Lifestyle Publications prescribes and shall observe Lifestyle Publications' directions regarding the presentation, display and use of the Marks and the use, copying and distribution of the Copyrighted Materials.

**d.** Publisher shall not establish or use an Internet website or social media account that uses the Marks or the Copyrighted Material. Publisher acknowledges that Lifestyle Publications has established and maintains an Internet website that provides information about the Lifestyle Publications business and related social media accounts and handles. Lifestyle Publications will have the absolute right to control the website's and any social media pages'

design and contents. If Lifestyle Publications ever does approve a request for Publisher to establish or use a website or social media account in connection with the Marks or Copyrighted Material, which approval must be provided to Publisher by Lifestyle Publications in writing, then Lifestyle Publications has the right to require that Publisher meet the following requirements (but this provision is not meant to imply that Lifestyle Publications is obligated to permit Publisher to have or use any website or social media account in connection with the Marks or Copyrighted Material): (1) Publisher agrees not to establish, use or modify any such website or social media account without Lifestyle Publications' prior written approval, and (2) Publisher agrees, in addition to any other applicable requirements, to comply with Lifestyle Publications' written standards and specifications for websites and social media accounts, whether set forth in the Manuals or otherwise.

**e.** Publisher acknowledges that Lifestyle Publications is the lawful, rightful and sole owner of all Internet domain names and all social media accounts associated with the Magazines and unconditionally disclaims any ownership interest in those or any colorably similar Internet domain name or social media accounts or handles. Publisher agrees not to register any Internet domain name that contains the words "Lifestyle Publications" or "publishing" or any Magazines' name or any abbreviation, acronym or variation of those words.

**f.** Publisher shall obtain Lifestyle Publications' prior approval for any and all advertising and promotional materials that Publisher desires to use and that have not been prepared or previously approved by Lifestyle Publications. Publisher shall submit such unapproved plans and materials to Lifestyle Publications (by personal delivery, by email or through the mail). Publisher shall not use such plans or materials until approved by Lifestyle Publications, which approval or denial shall not be unreasonably delayed. Publisher shall immediately discontinue use of any promotional or advertising plans or materials upon notice from Lifestyle Publications to do so.

**g.** Publisher shall promptly notify Lifestyle Publications of any suspected infringement of the Marks, any known challenge to the validity of the Marks, or any known challenge to Lifestyle Publications' ownership of, or Publisher's right to use, the Marks. Publisher acknowledges that Lifestyle Publications shall have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. Lifestyle Publications shall also have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. If Lifestyle Publications undertakes the defense or prosecution of any litigation relating to the Marks, Publisher shall execute any and all documents and do such acts and things as may, in the opinion of counsel for Lifestyle Publications, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action.

**h.** Publisher cannot make any changes or substitutions to the Marks unless Lifestyle Publications so direct in writing. Lifestyle Publications reserves the right to modify or discontinue use of any Mark, or to use one or more additional or substitute Marks. In such event, Publisher will, at Publisher's expense, comply with such modification or substitution within a reasonable time after notice by Lifestyle Publications.

## **11. DEDICATED TELEPHONE NUMBER.**

**a.** At all times during the term of this Agreement, Publisher shall maintain, at Publisher's sole cost and expense, a dedicated telephone line/number ("Dedicated Telephone Number") with answering machine or answering service for Publisher's operations as a Lifestyle

Publications Publisher. Publisher shall give only such Dedicated Telephone Number to advertisers, residential communities, and other organizations or individuals in connection with Publisher's operation as a Lifestyle Publications Publisher. Nothing in this section prohibits Publisher from having additional telephone lines for different lines of business provided they are not Competitive Businesses.

**b.** Publisher hereby appoints Lifestyle Publications as Publisher's true and lawful attorney-in-fact, with full power and authority to assign to Lifestyle Publications upon the termination, expiration, or transfer of this Agreement all rights to the Dedicated Telephone Number(s) and any business listings related thereto. Such power of attorney shall survive the expiration or termination of this Agreement and Publisher agrees to execute such forms and documents as Lifestyle Publications deems necessary to appoint Lifestyle Publications as Publisher's true and lawful attorney-in-fact with full power and authority for the foregoing purposes. Lifestyle Publications will not assume any obligations for costs or expenses related to such Dedicated Telephone Number(s) that accrued prior to the date on which Lifestyle Publications acquired the Dedicated Telephone Number(s).

## **12. TRANSFER AND ASSIGNMENT.**

**a. By Lifestyle Publications.** This Agreement shall automatically stay intact if Lifestyle Publications undergoes any name changes or if Lifestyle Publications becomes partially or completely part of another company or entity and therefore be binding for such entities. Lifestyle Publications shall have the absolute right to transfer and/or assign this Agreement and all duties and obligations hereunder to any person or legal entity without prior notice to, or consent of, Publisher. In the case of such transfer and/or assignment, this Agreement shall be binding for such person(s) and/or entity(ies).

### **b. By Publisher.**

**(i)** If Publisher is an individual, Publisher must assign this Agreement within thirty (30) days from the Effective Date to a corporation, limited liability company, or other entity that Publisher owns and controls and that Lifestyle Publications approves. Publisher must obtain Lifestyle Publications' prior written consent to assign this Agreement. Lifestyle Publications will not unreasonably withhold its consent to an assignment of this Agreement to an entity that Publisher owns and controls, provided Publisher complies with each of the following: (i) the entity must not conduct any business other than the Franchised Business; (ii) the ownership and management is substantially unchanged; (iii) the Principal Operator actively manages the Franchised Business in accordance with this Agreement; (iv) all Principal Owners of the assignee entity sign the Guaranty Agreement; (v) Publisher provides Lifestyle Publication with no less than ten (10) days' written notice before the proposed date of assignment of this Agreement to the entity; (vi) Publisher provides Lifestyle Publications a certified copy of the articles of incorporation, operation agreement, organizational documents, and a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the assignee entity; (vii) the organizational documents and all issued and outstanding stock or membership certificates will bear a legend, in form acceptable to us, reflecting or referring to the assignment restrictions stated in this Agreement; and (viii) Publisher uses the form Assignment and Assumption Agreement, attached here as Exhibit D to obtain Lifestyle Publications' written consent and complete the transfer contemplated under this Section 12(b)(i).

**(ii)** Publisher understands and acknowledges that the rights and duties set forth in this Agreement are personal to Publisher, and that Lifestyle Publications has granted this franchise in

reliance on Publisher's business skill, financial capacity, and personal character. Publisher shall not transfer or assign this **(i)** this Agreement or any of the rights and obligations of Publisher under this Agreement; **(ii)** any material asset of Publisher that is related to the Franchised Business; or **(iii)** any ownership interests in Publisher without Lifestyle Publications' prior written consent, which shall not be unreasonably withheld. Any such consent may be conditioned on the proposed transferee or assignee meeting Lifestyle Publications' then-current qualifications and standards for a Lifestyle Publications Publisher, and complying with Lifestyle Publications' then-current transfer policies including, but not limited to, the following: **(a)** Lifestyle Publications may require that all monetary obligations of Publisher hereunder shall be paid in full on a current basis, and Publisher must not be otherwise in default of any of its obligations hereunder; **(b)** Lifestyle Publications may require that Publisher pay to Lifestyle Publications a transfer fee that is equal to the greater of Lifestyle Publications' then-current Initial Franchise Fee or 20% of the purchase price paid by the transferee to Publisher (or other transferor); **(c)** Lifestyle Publications may require that the transferee complete its then-current training requirements for new Independent Publishers; **(d)** Lifestyle Publications may require that the transferee enter into Lifestyle Publications' then-current form of Franchise Agreement; **(e)** Lifestyle Publications may require that the transferee and/or its Principal Owners enter into the Guaranty Agreement; **(f)** any purchase and sale agreement between the transferor and transferee shall meet Lifestyle Publications' standards and specifications, including, but not limited to, the proposed purchase price, and must include the requirement that the Franchised Business shall continue to operate without interruption during the transfer; **(g)** Lifestyle Publications may require that Publisher must establish and maintain a monthly Advertising Value of Sixteen Thousand Dollars (\$16,000) per month for six (6) months following the date on which Publisher provides Lifestyle Publications with notice of its intent to transfer this Agreement pursuant to this Section 12(b)(ii); **(h)** Lifestyle Publications may require that the average length of Publisher's Magazine Advertising Contracts be at least twelve (12) months; **(i)** Lifestyle Publications may require that Publisher enter into a general release of any and all claims against Lifestyle Publications, its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders; and **(j)** Publisher must use its best efforts to provide such new publisher with sufficient assistance to ensure a smooth transition. The parties acknowledge and agree that if Lifestyle Publications consents to a transfer or assignment of this Agreement by Publisher to a third-party that meets Lifestyle Publications' qualifications and standards for a Lifestyle Publications Publisher, then and in that event, all Publisher Profits rights or commissions to which Publisher is entitled under this Agreement shall also be assigned to such third-party by Lifestyle Publications as consideration for the ongoing servicing of the accounts in the Magazine in the Community. Publisher understands and agrees that it must continue to operate the Franchised Business pursuant to the terms of this Agreement until (1) the transfer of this Agreement is consented to by Lifestyle Publications pursuant to this Section 12(b)(ii), and (2) the transfer is completed by the Publisher and transferee. Any attempted transfer or assignment without Lifestyle Publications' prior written consent shall be invalid and unenforceable. Lifestyle Publications' consent to a transfer or assignment shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Lifestyle Publications' right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

### **13. TERMINATION.**

**a. By Lifestyle Publications.** Lifestyle Publications may terminate this Agreement immediately upon written notice to Publisher, without an opportunity to cure if: **(i)** Publisher fails in any month to produce sufficient Magazine Advertising Contracts to achieve the Launch

Schedule above, **(ii)** Publisher fails to produce sufficient Magazine Advertising Contracts to cover the costs to publish the first issue of the Magazine for which Publisher is responsible by the fourth (4th) month following the Initial Training Program, **(iii)** Publisher transfers or assigns, or attempts to transfer or assign, this Agreement in violation of Section 12 of this Agreement, **(iv)** Publisher falsifies any Magazine Advertising Contracts or Digital Advertising Contracts or in any way submits to Lifestyle Publications any Magazine Advertising Contracts or Digital Advertising Contracts which have not been authorized by the advertiser; **(v)** Publisher does not meet the Good Standing requirements; **(vi)** Publisher is convicted of a felony or commits other acts that are deemed, in Lifestyle Publications' sole judgement, to damage Lifestyle Publications' public image or Marks; **(vii)** Publisher uses the Marks or Copyrighted Materials or uses or discloses the Confidential Information in violation of this Agreement; **(viii)** Publisher fails to pay any amount due to Lifestyle Publications or its affiliate or designed when due and fails to cure such default within ten (10) days; **(ix)** the Principal Operator moves more than thirty (30) miles away from the Community, which the parties hereby agree will make fulfillment of Section 6 of this Agreement impossible; **(x)** Publisher fails to hire a new editor within 30 days after Publisher's former editor's employment ends; or **(xi)** Publisher makes an assignment for the benefit of creditors or admits in writing its insolvency or inability to pay Publisher's debts generally as they become due, Publisher consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of Publisher's property, the Franchised Business is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days, or any order appointing a receiver, trustee or liquidator of Publisher or the Franchised Business is not vacated within thirty (30) days following the entry of such order. Lifestyle Publications may also terminate this Agreement immediately: (a) upon death or permanent disability that is reasonably expected to prevent or actually does prevent Publisher or an owner of a controlling interest in Publisher from managing and operating the Franchised Business; or (b) upon a violation of the Publisher Code of Conduct, as described in the Manuals. In addition, upon Publisher's failure to comply with any other provision of this Agreement and Publisher's failure to cure such breach within thirty (30) days following the date of written notice from Lifestyle Publications, Lifestyle Publications may terminate this Agreement upon written notice to Publisher effective immediately.

**b. By Publisher.**

**(i)** Subject to the Termination Conditions set forth in this Section, Publisher may terminate this Agreement upon written notice upon Lifestyle Publications' failure to comply with any material provision of this Agreement and its failure to cure such breach within thirty (30) days following written notice from Publisher; provided, however, that during the thirty (30) day period, Publisher must continue to fulfill all duties and comply with all provisions of this Agreement (including, without limitation, remaining in Good Standing) and cooperate with Lifestyle Publications in the appointment and transition to a new publisher, if applicable. To terminate this Agreement under this Section 13(b)(i), Publisher must satisfy the following "Termination Conditions": (i) Publisher must establish and maintain a monthly Advertising Value of Sixteen Thousand Dollars (\$16,000) per month for the six (6) month period following the date on which Publisher provides Lifestyle Publications with notice of its intent to terminate this Agreement; and (ii) the average length of Publisher's Magazine Advertising Contracts must be at least twelve (12) months. If Publisher does not satisfy the Termination Conditions, Publisher must pay to Lifestyle Publications a termination fee equal to Twenty Thousand Dollars (\$20,000) to terminate the Agreement pursuant to this Section 13(b).

**(ii)** Subject to the Termination Conditions set forth in this Section, a Publisher who is in Good Standing may terminate this Agreement upon 6 months written notice. To

terminate this Agreement under this Section 13(b)(ii), Publisher must maintain Good Standing during the 6-month period prior to termination. If Publisher fails to remain in Good Standing during the 6 months period, Lifestyle Publications may collect damages from Publisher equal to the greater of: (i) 6 months collectible revenue (less than 30 days past due) minus the Lifestyle Publications Cost and Publication Expenses; or (ii) Twenty Thousand Dollars (\$20,000).

**c. By Either Party.** Either party may terminate this Agreement for any reason upon written notice by the end of the last day of Publisher's Initial Training Program. Publisher understands and agrees that any costs paid for Initial Training Program, materials, or any other purposes are non-refundable, unless Lifestyle Publications fails to offer the Initial Training Program.

**14. OBLIGATIONS OF PUBLISHER UPON TERMINATION.** Upon the expiration or termination of this Agreement, all rights granted to Publisher hereunder shall immediately terminate, and Publisher shall:

**a.** Immediately cease to conduct operations as a Publisher described in this Agreement;

**b.** Promptly discontinue all further uses of the System, Marks, Copyrighted Materials, and Confidential Information (collectively, "Proprietary Information") and take appropriate action at Publisher's cost to return all Proprietary Information, including any derivative material created by Publisher containing Proprietary Information, in Publisher's possession or within Publisher's control to Lifestyle Publications (including, but not limited to, any advertising content or content posted on any website or social media account);

**c.** Comply with the covenants set forth in Section 9 hereof;

**d.** Immediately cease use of the Dedicated Telephone Number and utilize different telephone numbers at or in connection with any concurrent or subsequent business conducted by Publisher;

**e.** At Lifestyle Publications' option, assign to Lifestyle Publications all rights to the Dedicated Telephone Number(s) and any related business listings and execute all forms and documents required by Lifestyle Publications to transfer such service and numbers to Lifestyle Publications;

**f.** Immediately cease use of any email addresses that have been assigned to Publisher by Lifestyle Publications, and provide to Lifestyle Publications the passwords and other login information to such accounts;

**g.** Immediately cease use of any website or social media account that uses any Proprietary Information; provide all usernames, passwords, and other login information to such website or social media account to Lifestyle Publications; and do all things that Lifestyle Publications may require to assign all right, title, and interest in such website or social media account to Lifestyle Publications;

**h.** Pay to Lifestyle Publications all amounts due under Section 4 of this Agreement;  
and

i. Pay to Lifestyle Publications all damages, costs, and expenses, including reasonable attorneys' fees, costs, and expenses (and any interest), incurred by Lifestyle Publications subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement; if applicable.

j. immediately cease offering and selling digital or online advertising.

In addition, in the event this Agreement is terminated prior to the end of its term due to Publisher's default under this Agreement, in addition to the amounts set forth in Section 14(h) above, you shall promptly pay to us a lump sum payment (as damages and not as a penalty) for breaching this Agreement and for our lost future revenue as a result of such breach in an amount equal to the average monthly Lifestyle Publications Costs due to Lifestyle Publications by all Lifestyle Publications publishers during the last twelve months multiplied by the lesser of twenty-four months or the number of months then remaining in the current term of this Agreement. Publisher acknowledges that a precise calculation of the full extent of the damages Lifestyle Publications will incur in the event of termination of this Agreement as a result of Publisher's default is difficult to determine and that this lump sum payment is reasonable in light of the damages Lifestyle Publications will incur for Publisher's material default causing the premature termination of this Agreement. This lump sum payment shall be in lieu of any damages for Lifestyle Publications' lost future revenue that it may incur as a result of Publisher's default, but it shall be in addition to all amounts provided above in Sections 14(h) and other costs and expenses to which Lifestyle Publications is entitled under the terms of this Agreement. Your payment of this lump sum shall not affect our right to recover damages other than lost future revenue and to obtain appropriate injunctive relief and other remedies to enforce this Agreement.

**15. STANDARD OF CARE.** Publisher will perform Publisher's duties hereunder using a fair and reasonable standard of care, skill and diligence as would normally be provided by an experienced publisher performing work similar to the services to be provided under this Agreement.

**16. INDEMNIFICATION.**

a. Publisher shall indemnify and hold Lifestyle Publications, its affiliates, and their respective officers, directors, employees, owners, agents, representatives, and independent contractors, past or present, harmless, to the fullest extent permitted by law, from any and all Losses and Expenses (defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any act or omission, whether actual or alleged, negligent or otherwise, of Publisher, its employees or agents, in connection with the performance of Publisher, its employees or agents, under this Agreement, the relationship between Publisher and Lifestyles Publications, or the breach by Publisher of any representation or warranty herein. "Losses and Expenses" shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, reasonable attorneys' fees, costs and expenses (including any interest), court costs, settlement amounts, judgments, compensation for damages to Lifestyle Publications' reputation and goodwill, and other such amounts incurred in connection with the matters described. This indemnity shall survive the expiration or termination of this Agreement.

b. Lifestyle Publication agrees to indemnify and hold Publisher and its officers, directors and agents harmless against, and to reimburse them for, any loss, liability or damage solely arising from or relating to our breach of this Agreement, gross negligence, willful

misconduct, or our intellectual property infringement (provided that Publisher used the intellectual property in the manner Lifestyle Publication directed), and all reasonable costs of defending any claim brought against Publisher or them or any action in which Publisher or them are named as a party (including but not limited to reasonable attorneys' fees).

**17. NOTICES.** Each party shall give notice under this Agreement in writing personally delivered, or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, to the parties at the addresses listed below, or emailed to the email address below or to Publisher's assigned "citylifestyle.com" email address until a different address is designated by written notice to the other party.

**18. ENTIRE AGREEMENT.** This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Lifestyle Publications and Publisher concerning the subject matter hereof, and supersede any prior agreements. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Other than authorized amendments by Lifestyle Publications set forth in this Agreement, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by Lifestyle Publications and Publisher. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representations made by Lifestyle Publications in the Franchise Disclosure Document that Lifestyle Publications furnished to Publisher.

**19. SEVERABILITY.** If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party. In the event any court or other government authority shall determine any provision in this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect. If any provision in this Agreement is held invalid or otherwise unenforceable by any court or other government authority or in any other proceeding, such findings shall not invalidate the remainder of the agreement unless in the reasonable opinion of Lifestyle Publications the effect of such determination has the effect of frustrating the purpose of this Agreement, whereupon Lifestyle Publications shall have the right by notice in writing to the other party to immediately terminate this Agreement.

**20. ARBITRATION.** Except to the extent Lifestyle Publications elects to enforce the provisions of this Agreement by injunction as provided in Section 21 below, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in the city and state where Lifestyle Publications has its principal place of business at the time the action is commenced. Any arbitration proceeding may not be consolidated with any other arbitration proceeding, and Publisher agrees not to seek joinder of any of its claims with those of any other party. The arbitrator(s) shall have no authority to select a different hearing locale for the arbitration. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, or the rules of such other arbitration services organization as the parties otherwise may agree upon in



writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Federal Arbitration Act. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Lifestyle Publications. This Section 20 will survive termination or nonrenewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, Lifestyle Publications and Publisher will fully perform their respective obligations under this Agreement.

**21. INJUNCTIVE RELIEF.** Notwithstanding Section 20 above, Publisher recognizes that a single Publisher's failure to comply with the terms of its agreement could cause irreparable damage to Lifestyle Publications and/or businesses operated by its affiliates. Therefore, if Publisher breaches or threatens to breach any of the terms of this Agreement, Lifestyle Publications will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred (including any interest) in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrators.

**22. GOVERNING LAW.** Subject to Lifestyle Publications' rights under federal trademark laws, this Agreement shall be interpreted and construed under the procedural and substantive laws of the state where the majority of the Community is located, which laws shall prevail if there is any conflict of law (without regard to, and without giving effect to, the application of conflict of law rules). Nothing in this Section 22 is intended by the parties to subject this Agreement to any franchise, business opportunity, antitrust, consumer protection, or similar law, rule, or regulation to which this Agreement would not otherwise be subject. Further, the parties agree that any state law or regulation applicable to the offer or sale of franchises or the franchise relationship will not apply unless the jurisdictional provisions are independently met. Publisher waives, to the fullest extent permitted by law, the rights and protections provided by any such franchise law or regulation.

**23. VENUE.** Any claims, controversies or disputes arising out of or related to this Agreement that are not subject to arbitration as provided above, will be brought exclusively in the state, county, or judicial district in which Lifestyle Publications' principal place of business is located at the time the action is commenced. Lifestyle Publications also has the right to file any such suit against Publisher in the federal or state court where the Community is located. Each of Lifestyle Publications and Publisher irrevocably consents to the jurisdiction of such courts and waive all rights to challenge personal jurisdiction and venue. The provisions of this Section 23 will survive the termination of this Agreement.

**24. ATTORNEYS FEES.** The nonprevailing party will pay all costs, expenses and interest, including reasonable attorneys' fees and costs, the prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

**25. REMEDIES CUMULATIVE.** No right or remedy conferred upon or reserved to Lifestyle Publications or Publisher by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

**26. WAIVER OF JURY TRIAL.** LIFESTYLE PUBLICATIONS AND PUBLISHER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

**27. LIMITATION ON CLAIMS.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF PUBLISHER AND LIFESTYLE PUBLICATIONS, OR PUBLISHER'S OPERATION OF THE FRANCHISED BUSINESS, INCLUDING ANY PROCEEDING, OR ANY CLAIM IN ANY PROCEEDING (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF **(A)** THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; **(B)** ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR **(C)** TWO (2) YEARS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS SHALL BE IRREVOCABLY BARRED. CLAIMS OF LIFESTYLE PUBLICATIONS UNDER THE PROVISIONS OF THIS AGREEMENT PERTAINING TO INSURANCE, AND CLAIMS FOR FAILURE TO PAY MONIES OWED AND/OR INDEMNIFICATION, SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS. "CLAIM" IN THIS SECTION 27 MEANS ANY ALLEGATION, CHALLENGE, DEMAND, CAUSE OF ACTION, LAWSUIT, ARBITRATION, DISPUTE, CONTROVERSY, INVESTIGATION OR ADMINISTRATIVE PROCEEDING.

**28. WAIVER OF DAMAGES.** LIFESTYLE PUBLICATIONS AND PUBLISHER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR MULTIPLE DAMAGES AGAINST THE OTHER. IN ADDITION, PUBLISHER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF LOST FUTURE PROFITS.

**29. BUSINESS JUDGMENT.** Publisher understands and agrees that Lifestyle Publications may operate and change the System and its business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Lifestyle Publications has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Publisher a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Lifestyle Publications may make such decision or exercise its right and/or discretion on the basis of Lifestyle Publications' judgment of what is in Lifestyle Publications' best interests, including without limitation Lifestyle Publications' judgment of what is in the best interests of the franchise network, at the time Lifestyle Publications' decision is made or its right or discretion is exercised, without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Lifestyle Publications; (2) Lifestyle Publications' decision or the action taken promotes Lifestyle Publications' financial or other individual interest; (3) Lifestyle Publications' decision or the action it takes applies differently to Publisher and one or more other publishers or Lifestyle Publications' operations; or (4) Lifestyle Publications' decision or the exercise of its right or discretion is adverse to Publisher's interests. In the absence of an applicable statute, Lifestyle Publications will have no liability to Publisher for any such decision or action. Lifestyle Publications and Publisher intend that the exercise of Lifestyle Publications' right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good

faith and fair dealing in this Agreement, Lifestyle Publications and Publisher agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Lifestyle Publications the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Publisher's rights and obligations hereunder.

**30. WAIVER OF OBLIGATIONS.** Lifestyle Publications' waiver of any breach by Publisher, or Lifestyle Publications' delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Lifestyle Publications' rights respecting that or any other breach.

**31. CONSULTATION.** Publisher acknowledges that it has read and understood this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that Lifestyle Publications has accorded Publisher ample time and opportunity to consult with advisors (including attorneys) of Publisher's own choosing about the potential benefits and risks of entering into this Agreement.

**32. INDEPENDENT INVESTIGATION.** Publisher acknowledges that he has entered into this Agreement after making an independent investigation of Lifestyle Publications' operations and not upon any representation as to gross revenues, volume, potential earnings or profits which Publisher might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce Publisher to accept this grant of a franchise and sign this Agreement.

**33. FORCE MAJEURE.** If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes include strikes, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

**34. RECEIPT OF DOCUMENTS.** Publisher acknowledges that it received a copy of this Agreement and all attachments, if any, with all of the blank lines therein filled in, prior to the date on which this Agreement was executed, and with sufficient time within which to review the Agreement, with advisors of its choosing. Publisher further acknowledges that it received the Franchise Disclosure Document required by the Federal Trade Commission's Franchise Rule at least fourteen (14) days prior to the date on which this Agreement was executed.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date below, or, if executed electronically, on the date timestamped, each intending to be legally bound by its terms and for electronic signatures and copies to have the same legal effect as ink signatures and printed copies.

\_\_\_\_\_  
Lifestyle Publications

\_\_\_\_\_  
Publisher

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

**EXHIBIT A**

**TO THE INDEPENDENT PUBLISHER FRANCHISE AGREEMENT**

**PREMISES, DESIGNATED AREA, OWNERS AND MAGAZINE**

This Exhibit A is attached to and is an integral part of the Franchise Agreement between Lifestyle Publications and Publisher with an Effective Date of \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement").

1. Community. Lifestyle Publications and Publisher agree that the Community will consist of the following geographic area: \_\_\_\_\_

\_\_\_\_\_

2. Principal Owners. As of the Effective Date, the following individuals are the Publisher's Principal Owners:

Principal Owner	Percentage of Ownership of Publisher

3. Principal Operator: Publisher's Principal Operator shall be: \_\_\_\_\_.

4. Magazine(s). Publisher will be responsible for the following Magazine(s)\_\_\_\_\_.

5. Defined Terms. All capitalized terms contained in this Exhibit A and not defined herein will have the same meaning as provided in the Franchise Agreement.

6. Effective Date. This Exhibit A is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## EXHIBIT B

### TO THE INDEPENDENT PUBLISHER FRANCHISE AGREEMENT

#### GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of Lifestyle Publications, LLC (the "Lifestyle Publications") execution of that certain Franchise Agreement of same date (the "Agreement") with \_\_\_\_\_ (the "Publisher"), each of the undersigned (a "Guarantor") jointly and severally agree as follows:

A. Guarantors personally and unconditionally guarantee to Lifestyle Publications and its successors and assigns that: (i) Publisher will timely pay Lifestyle Publications and its affiliates all monies Publisher owes to Lifestyle Publications and its affiliated and related entities, including all monies payable by Publisher under the Agreement; (ii) Publisher will timely perform all other undertakings, agreements and covenants stated in the Agreement; and (iii) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (collectively, "Franchise Agreement Obligations").

B. Each of the Guarantors waives: (1) acceptance and notice of acceptance by Lifestyle Publications of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he/she may have to require that an action be brought against Publisher or any other person as a condition of liability.

C. Each Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, Publisher and the other Guarantors of Publisher;

(2) Guarantor will make any payment or perform any Franchise Agreement obligation upon demand if Publisher fails to do so;

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Publisher or any assignee or successor;

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which Lifestyle Publications may grant to Publisher, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) Lifestyle Publications may proceed against Guarantor and Publisher jointly and severally, or Lifestyle Publications may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Publisher or any other Guarantor; and

(6) Guarantors will indemnify, defend and hold harmless Lifestyle Publications and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses, which Lifestyle Publications or its affiliates may sustain, incur, or become liable for as a result of:

a. Publisher's or Guarantor's failure to pay or perform any of the Franchise Agreement Obligations; or

b. any action by Lifestyle Publications to obtain performance by Publisher of any act, matter, or thing required by the Agreement.

(7) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses (including any interest) Lifestyle Publications incurs in enforcing this Guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

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

The provisions of the Agreement that pertain to dispute resolution and construction including, but not limited to, Sections 18–28 of the Agreement, will apply as to any interpretation or enforcement of this Guaranty, and the provisions of Section 17 of the Agreement will apply to any notice to either party, except that notice to Guarantors will be provided at the following alternative address (if applicable):  
\_\_\_\_\_. If no address is provided, any notice to Guarantors will be sent to the address designated in the signature blocks of the Agreement.

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

GUARANTOR(S)

PERCENTAGE OWNERSHIP IN PUBLISHER

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**EXHIBIT C**  
**TO THE INDEPENDENT PUBLISHER FRANCHISE AGREEMENT**  
**ADVERTISING VALUE THRESHOLDS**

Lifestyle Publications' Advertising Value Thresholds:

- At least eighty percent (80%) of the monthly aggregate dollar amount of all Magazine Advertising Contracts executed by Publisher are authorized to be payable by automatic credit/debit card or eCheck payment method.

These Advertising Value Thresholds may be modified by Lifestyle Publications from time to time in the Manuals or otherwise in writing.



## EXHIBIT D

### TO THE INDEPENDENT PUBLISHER FRANCHISE AGREEMENT FORM ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement ("Agreement") is entered into by and between Lifestyle Publications, LLC, a Missouri limited liability company ("Lifestyle Publications"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee") and will be effective on \_\_\_\_\_ ("Effective Date").

#### BACKGROUND

- A. Lifestyle Publications and Assignor entered into that certain Independent Publisher Franchise Agreement dated \_\_\_\_\_, 20\_\_ ("Franchise Agreement");
- B. Assignor desires to assign all of its rights, obligations and liabilities under the Franchise Agreement to Assignee, and Assignee desires to accept and assume all of the rights, obligations and liabilities of Assignor under the Franchise Agreement; and
- C. Lifestyle Publications desires to consent to such assignment, acceptance and assumption so long as the parties satisfy the terms and conditions in this Agreement.

#### AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's rights, obligations and liabilities under the Agreement.
2. Personal Guaranty. All of Assignee's Principal Owners must sign and deliver to Lifestyle Publications a copy of the Guaranty Agreement.
3. Consent. Lifestyle Publications hereby consents to the assignment of the Franchise Agreement from Assignor to Assignee, so long as: (a) all amounts Publisher owes to Lifestyle Publications are paid in full as of the Effective Date; (b) Publisher is in good standing under the Agreement as of the Effective Date; and (c) Assignee's Principal Owners execute the Guaranty Agreement.
4. Release. Assignor, on behalf of itself or any other party claiming an interest through them, hereby releases and forever discharges Lifestyle Publications, its current and former successors, assigns, affiliates, directors, officers, shareholders, members, owners, managers, employees, attorneys, and agents of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action, whether known or unknown, vested or contingent, which Assignor may now or in the future have, own or hold, arising on or before the Effective Date of this Agreement.
5. General Provisions. The Assignment and any actions arising out of or relating to this Assignment this Agreement shall be interpreted and construed under the procedural and

substantive laws of the state where the majority of the Community is located, which laws shall prevail if there is any conflict of law (without regard to, and without giving effect to, the application of conflict of law rules). All capitalized terms not defined in this Agreement will have the meaning as described in the Franchise Agreement. Except as otherwise specified in this Agreement, the Franchise Agreement will be construed and enforced with its terms. This Agreement may be executed in more than one counterpart, each of which shall constitute an original copy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date below, or, if executed electronically, on the date timestamped, each intending to be legally bound by its terms and for electronic signatures and copies to have the same legal effect as ink signatures and printed copies.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Lifestyle Publications

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**DEPOSIT AND NON-DISCLOSURE AGREEMENT**

## DEPOSIT AND NON-DISCLOSURE AGREEMENT

THIS DEPOSIT AND NON-DISCLOSURE AGREEMENT (“Agreement”), is entered into by and between Lifestyle Publications, LLC, a Missouri limited liability company (“Lifestyle Publications”), and \_\_\_\_\_, an individual residing in the state of \_\_\_\_\_ (“Publisher”), and will be effective on \_\_\_\_\_ (“Effective Date”).

### BACKGROUND

A. Lifestyle Publications operates a business that publishes magazines for residential communities (“Magazine(s)”) and that sells advertising for those publications (the “Publishing Business”).

B. Lifestyle Publications has developed a system that includes certain methods, standards, designs, specifications and requirements that it designates, maintains, and may modify from time to time (“System”) for the establishment and operation of franchised businesses by independent publishers (“Independent Publishers”) that sell print advertising within a designated geographic area to businesses that seek to advertise in one or more Magazines, and also develop editorial content for such Magazines (the “Franchised Businesses”). The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark “Lifestyle Publications” and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated, and may hereafter be designated from time to time by Lifestyle Publications in writing, for use in connection with the System (the “Marks”).

C. Publisher wishes to learn more about the System to determine whether to become an Independent Publisher for Lifestyle Publications and operate a Franchised Business. Lifestyle Publications is willing to provide Publisher more information and training to aid in Publisher’s decision-making process and allow for time for Lifestyle Publications to evaluate Publisher before either party enters into an independent publisher agreement for the operation of a Franchised Business (the “Publisher Agreement”) within the proposed geographic area of \_\_\_\_\_ (the “Community”).

### AGREEMENT

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

1. **TERM.** The term of this Agreement will begin upon the Effective Date and shall continue for the earlier of: (a) the date the parties enter into a Publisher Agreement; or (b) one hundred twenty (120) days from the Effective Date, unless sooner terminated in accordance with this Agreement. The term of this Agreement will not be renewed for any reason.

2. **DEPOSIT.**

a. **Deposit.** Publisher must pay Lifestyle Publications an amount equal to \_\_\_\_\_ Dollars (\$) (the “Initial Franchise Fee Deposit”), which must be paid in full prior to or upon execution of this Agreement. Except as otherwise provided in this Section 2, the Initial Franchise Fee Deposit shall be non-refundable in consideration of the administrative and

other expenses incurred by Lifestyle Publications in allowing Publisher to evaluate this opportunity and for Lifestyle Publications' lost or deferred opportunity to franchise to others.

**b. Full Refund of Initial Franchise Fee Deposit.** Lifestyle Publications will refund to Publisher the Initial Franchise Fee Deposit within ten (10) business days from the date this Agreement is terminated if this Agreement is terminated (a) due to Publisher's failure to successfully complete Lifestyle Publications' Initial Training Program (defined below) to Lifestyle Publications' satisfaction pursuant to Section 3 below, or (b) Lifestyle Publisher notifies Publisher within thirty (30) days from the Effective Date that this Agreement is terminated for any reason, in its sole discretion.

**c. Partial Refund of Initial Franchise Fee Deposit.** Lifestyle Publications will refund to Publisher the Initial Franchise Fee Deposit less the costs Lifestyle Publications incurred to provide the Initial Training Program to Publisher within ten (10) business days from the date this Agreement is terminated if this Agreement is terminated by Publisher notifying Lifestyle Publications within five (5) days from completing the Initial Training Program that it does not plan to move forward.

**3. INITIAL TRAINING PROGRAM.** Publisher must complete, to Lifestyle Publications' satisfaction, the (a) online training program within seven (7) days from the Effective Date, and (b) in-person training program within thirty (30) days from the Effective Date. The online training program and in-person training program are referred to collectively as the "Initial Training Program."

**4. INITIAL ACTIVITIES.** Within seven (7) days from completion of the Initial Training Program to Lifestyle Publications' satisfaction, Publisher will begin soliciting contracts for advertising in Magazines from advertisers ("Advertising Contracts") to allow Publisher the opportunity to evaluate the potential for operating a Franchised Business. Publisher must use the form contracts and software designated by Lifestyle Publications. Lifestyle Publications must approve certain terms of the Advertising Contracts, including the pricing for advertising in the Magazine, subject to applicable law. Publisher must comply with any specifications Lifestyle Publications requires related to the solicitation of Advertising Contracts. All Advertising Contracts must be executed by the advertisers and will be between Lifestyle Publications or its affiliates and the advertiser. Publisher will not be a party to, or a third-party beneficiary of, any such Advertising Contracts. All Advertising Contracts shall be subject to approval or rejection by Lifestyle Publications, at Lifestyle Publications' sole option, and must be provided to Lifestyle Publications in the manner it requires. All fees and amounts payable under the Advertising Contracts must be paid directly to Lifestyle Publications or its designee in accordance with the terms thereof, and Publisher shall not accept any payments from any advertiser. Publisher must promptly deliver to Lifestyle Publications all proposed Advertising Contracts for review, approval, and execution by Lifestyle Publications. Publisher will not commit, approve, sign, execute or otherwise confirm an Advertising Contract, and has no authority to do so on Lifestyle Publication's behalf. Publisher will comply with all federal, state, and local laws, rules, and regulations, including without limitation, employment, labor, and wage and hour laws, tax laws, and local operating regulations.

**5. DEVELOPMENT SCHEDULE.** Publisher understands that securing sufficient Advertising Contracts from within the Community is necessary before Publisher will be invited to sign the Publisher Agreement and begin operating a Franchised Business. Therefore, Publisher agrees to commit its full time and best efforts beginning within seven (7) days from the conclusion of Lifestyle Publications' Initial Training Program to satisfy the Development Schedule as set for below.

The requirements of the “Development Schedule” include the following:

- a.** Publisher must secure monthly Advertising Contracts totaling Two Thousand Five Hundred Dollars (\$2,500) in monthly Advertising Value within thirty (30) days from completion of the Initial Training Program; and
- b.** Publisher must secure monthly Advertising Contracts totaling Five Thousand Dollars (\$5,000) in monthly Advertising Value must be secured within sixty (60) days from completion of the Initial Training Program.
- c.** Publisher must secure monthly Advertising Contracts totaling Nine Thousand Dollars (\$9,000) in monthly Advertising Value must be secured within ninety (90) days from completion of the Initial Training Program.
- d.** Publisher must secure monthly Advertising Contracts totaling Thirteen Thousand Dollars (\$13,000) in monthly Advertising Value to be secured within one hundred twenty (120) days from completion of the Initial Training Program.
- e.** To launch, Publisher must (a) Publisher's Advertising Contracts must total Sixteen Thousand Dollars (\$16,000) in monthly Advertising Value and the terms of such Advertising Contracts must be at least six (6) consecutive months; (b) at least Sixteen Thousand Dollars (\$16,000) of Publisher’s Advertising Contracts must be set up to be paid via auto pay by means of electronic funds transfer or credit card; and (c) the average Advertising Contract length must be twelve (12) months or longer.

“Advertising Value” means the value of the advertising and related services in a Magazine, which shall be calculated based on the actual amount of the advertising sales.

If Publisher is unable to secure monthly Advertising Contracts totaling Sixteen Thousand Dollars (\$16,000) in monthly Advertising Value within one hundred fifty (150) days from the Effective Date, Lifestyle Publication may terminate this Agreement upon notice to you.

## **6. LIMITED LICENSE TO USE MARKS, COPYRIGHTED MATERIALS.**

- a.** Lifestyle Publication hereby grants Publisher a limited, royalty-free, non-exclusive license to use the Marks and copyrighted materials (“Copyrighted Material”) designated by Lifestyle Publications from time to time, solely for the purpose of communicating with third parties for the purpose of selling Advertising Contracts within the Community. Publisher acknowledges that Lifestyle Publications is the lawful owner of the Marks and the Copyrighted Materials. Publisher disclaims any proprietary interest in any of the Marks and the Copyrighted Materials.
- b.** Publisher will use the Marks in the precise form that Lifestyle Publications prescribes and shall observe Lifestyle Publications’ directions regarding the presentation, display and use of the Marks and the use, copying and distribution of the Copyrighted Materials.
- c.** Publisher shall not establish or use an Internet website or social media account that uses the Marks or the Copyrighted Material. Publisher agrees not to register any Internet domain name that contains the words “Lifestyle Publications” or “publishing” or any Magazines’ name or any abbreviation, acronym or variation of those words.

d. Publisher acknowledges and agrees that Lifestyle Publications plans to transition from the Mark “Lifestyle Publications” to “City Lifestyle” in 2021.

**7. INDEPENDENT CONTRACTOR STATUS, NO AGENCY.** Publisher is an independent contractor under this Agreement and is not an agent, legal representative, joint-venturer, partner or employee of Lifestyle Publications for any purpose. Publisher further recognizes that Lifestyle Publications have no fiduciary obligations to Publisher. Publisher has no authority, express or implied, to bind Lifestyle Publications without the express written consent of Lifestyle Publications.

**8. CONFIDENTIALITY.** Publisher understands and agrees that he/she will come into possession of certain of Lifestyle Publications’ trade secrets concerning the manner in which it conducts business including, but not limited to: methods of doing business or business processes; strategic business plans; customer lists and information; marketing and promotional campaigns; and Lifestyle Publications’ materials clearly marked or labeled as trade secrets. Publisher agrees that the foregoing information, which may or may not be considered “trade secrets” under prevailing judicial interpretations or statutes, is private, valuable, and constitutes trade secrets belonging to Lifestyle Publications. Publisher agrees that Lifestyle Publications derives independent economic value from these trade secrets not being generally known to, and not being readily ascertainable through proper means by, another person. Any disclosure or unauthorized use thereof will cause irreparable loss and harm to Lifestyle Publications in addition to constituting an unfair method of competition. Publisher specifically acknowledges and agrees that Lifestyle Publications’ trade secrets are a part of the Confidential Information, as defined below. Publisher agrees that the Confidential Information is solely owned by Lifestyle Publications and this Agreement will not grant to Publisher any rights in or to the Confidential Information. Publisher acknowledges that Lifestyle Publications desires to maintain the confidentiality of the Confidential Information and is making such information available to the Publisher for use only in connection with acting as an Independent Publisher of Lifestyle Publications under the terms and conditions of this Agreement. Publisher further acknowledges and agrees that the Confidential Information is proprietary to Lifestyle Publications. In consideration of the opportunity to obtain access to the Confidential Information, Publisher hereby agrees as follows:

a. Not to disclose or otherwise use the Confidential Information for any other purpose except to carry out Publisher’s obligations as an Independent Publisher for Lifestyle Publications under this Agreement, particularly not to use the Confidential Information on behalf of any other clients Publisher may have. Outside of direct use to carry out Publisher’s obligations under this Agreement, Publisher specifically agrees not to disclose the Confidential Information, except that Publisher and its affiliates may, in accordance with any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information, including Lifestyle Publications’ trade secrets, **(1)** in confidence, to federal, state, or local government officials, or to an attorney of Publisher, for the sole purpose of reporting or investigating a suspected violation of law; or **(2)** in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law. In the event Publisher or any persons to whom Publisher discloses the Confidential Information become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Publisher will provide Lifestyle Publications with prompt prior written notice of such requirement so that Lifestyle Publications may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Publisher agrees to furnish only that portion of the Confidential Information which Publisher is advised by written opinion of counsel is legally

required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information;

**b.** To ensure that all parties who are given access to the Confidential Information on behalf of Publisher, including, but not limited to, any of Publisher's employees (if any), will abide by the confidentiality provisions of this Agreement or are otherwise bound to a confidentiality or protective order in the event disclosure is legally compelled. Publisher shall be fully responsible for any breach of this Agreement by any person to whom access to the Confidential Information is given by the Publisher or its representatives;

**c.** Not to make copies of the Confidential Information unless specifically authorized by a member of Lifestyle Publications executive staff; and

**d.** Upon termination or expiration of this Agreement, to promptly return to Lifestyle Publications any and all Confidential Information, all copies thereof, and any materials that contain a portion of Confidential Information irrespective of the author or owner of the materials.

As used in this Agreement, the "Confidential Information" means all non-public information provided to Publisher, oral or written, describing the business model and methods know-how or other documents relating to the Lifestyle Publications Publishing Business. Confidential Information includes, without limitation, all trade secrets or know how, including, but not limited to, research, plans, products, services, customer lists and other customer data, business plans, marketing data, software, forms, processes, methods of operation, and other business information.

**9. TRANSFER AND ASSIGNMENT.** Lifestyle Publications may transfer this Agreement without prior notice to and without prior consent from Publisher. Publisher may not transfer this Agreement for any reason. Any attempt by Publisher to transfer this Agreement will be null and void and Lifestyle Publications may terminate this Agreement in accordance with Section 10 below.

**10. TERMINATION.** Lifestyle Publications may terminate this Agreement immediately upon written notice to Publisher, without an opportunity to cure if: **(i)** Publisher fails to successfully complete the Initial Training Program pursuant to Section 3 above, **(ii)** Publisher fails to begin sales activities within seven (7) days from successfully completing the Initial Training Program; **(iii)** Publisher fails to satisfy the Development Schedule set forth in Section 5 above, **(iv)** Publisher transfers or assigns, or attempts to transfer or assign, this Agreement, **(v)** Publisher falsifies any Advertising Contracts; **(vi)** Publisher is convicted of a felony or commits other acts that are deemed, in Lifestyle Publications' sole judgement, to damage Lifestyle Publications' public image or Marks; **(vii)** Publisher uses the Marks or Copyrighted Materials or uses or discloses the Confidential Information in violation of this Agreement; or **(viii)** Publisher makes an assignment for the benefit of creditors or admits in writing its insolvency or inability to pay Publisher's debts generally as they become due. Publisher may terminate this Agreement immediately upon written notice to Lifestyle Publications, without an opportunity to cure if Publisher decides not to move forward within five (5) days from completing the Initial Training Program.

**11. OBLIGATIONS OF PUBLISHER UPON TERMINATION.** Upon the expiration or termination of this Agreement, all rights granted to Publisher hereunder shall immediately terminate, and Publisher immediately discontinue all uses of the System, Marks, Copyrighted Materials, and Confidential Information (collectively, "Proprietary Information"), return all Proprietary Information, to Lifestyle Publications and cease holding themselves out as a Publisher



or in any way affiliated with Lifestyle Publications (except as provided under a Publisher Agreement between Lifestyle Publications and Publisher).

**12. NOTICES.** Each party shall give notice under this Agreement in writing personally delivered, or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, to the parties at the addresses listed below, or emailed to the email address below or to Publisher's assigned "lifestylepubs.com" email address until a different address is designated by written notice to the other party.

**13. SEVERABILITY.** If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party.

**14. DELAY.** No delay or failure by Publisher to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

**15. ENTIRE AGREEMENT.** This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Lifestyle Publications and Publisher concerning the subject matter hereof, and supersede any prior agreements. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

**16. ARBITRATION.** Except to the extent Lifestyle Publications elects to enforce the provisions of this Agreement by injunction as provided in Section 17 below, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in the city and state where Lifestyle Publications has its principal place of business at the time the action is commenced. Any arbitration proceeding may not be consolidated with any other arbitration proceeding, and Publisher agrees not to seek joinder of any of its claims with those of any other party. The arbitrator(s) shall have no authority to select a different hearing locale for the arbitration. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, or the rules of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Federal Arbitration Act. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Lifestyle Publications. This Section 16 will survive termination or nonrenewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, Lifestyle Publications and Publisher will fully perform their respective obligations under this Agreement.

**17. INJUNCTIVE RELIEF.** Notwithstanding Section 16 above, Publisher recognizes that a single Publisher's failure to comply with the terms of its agreement could cause irreparable damage to Lifestyle Publications and/or businesses operated by its affiliates. Therefore, if Publisher breaches or threatens to breach any of the terms of this Agreement, Lifestyle Publications will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred (including any interest) in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrators.

**18. GOVERNING LAW.** Subject to Lifestyle Publications' rights under federal trademark laws, this Agreement shall be interpreted and construed under the procedural and substantive laws of the state where the majority of the Community is located, which laws shall prevail if there is any conflict of law (without regard to, and without giving effect to, the application of conflict of law rules). Nothing in this Section 18 is intended by the parties to subject this Agreement to any franchise, business opportunity, antitrust, consumer protection, or similar law, rule, or regulation to which this Agreement would not otherwise be subject. Further, the parties agree that any state law or regulation applicable to the offer or sale of franchises or the franchise relationship will not apply unless the jurisdictional provisions are independently met. Publisher waives, to the fullest extent permitted by law, the rights and protections provided by any such franchise law or regulation.

**19. VENUE.** Any claims, controversies or disputes arising out of or related to this Agreement that are not subject to arbitration as provided above, will be brought exclusively in the state, county, or judicial district in which Lifestyle Publications' principal place of business is located at the time the action is commenced. Lifestyle Publications also has the right to file any such suit against Publisher in the federal or state court where the Community is located. Each of Lifestyle Publications and Publisher irrevocably consents to the jurisdiction of such courts and waive all rights to challenge personal jurisdiction and venue. The provisions of this Section 19 will survive the termination of this Agreement.

**20. ATTORNEYS FEES.** The nonprevailing party will pay all costs, expenses and interest, including reasonable attorneys' fees and costs, the prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

**21. WAIVER OF JURY TRIAL.** LIFESTYLE PUBLICATIONS AND PUBLISHER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

**22. WAIVER OF DAMAGES.** LIFESTYLE PUBLICATIONS AND PUBLISHER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR MULTIPLE DAMAGES AGAINST THE OTHER. IN ADDITION, PUBLISHER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF LOST FUTURE PROFITS.

**23. WAIVER OF OBLIGATIONS.** Lifestyle Publications' waiver of any breach by Publisher, or Lifestyle Publications' delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Lifestyle Publications' rights respecting that or any other breach.

**24. INDEPENDENT INVESTIGATION.** Publisher acknowledges that he has entered into this Agreement after making an independent investigation of Lifestyle Publications' operations and not upon any representation as to gross revenues, volume, potential earnings or profits which Publisher might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce Publisher to accept this grant of a franchise and sign this Agreement.

**25. FORCE MAJEURE.** If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes include strikes, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

**26. RECEIPT OF DOCUMENTS.** Publisher acknowledges that it received a copy of this Agreement and all attachments, if any, with all of the blank lines therein filled in, prior to the date on which this Agreement was executed, and with sufficient time within which to review the Agreement, with advisors of its choosing. Publisher further acknowledges that it received the Franchise Disclosure Document required by the Federal Trade Commission's Franchise Rule at least fourteen (14) days prior to the date on which this Agreement was executed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date below, or, if executed electronically, on the date timestamped, each intending to be legally bound by its terms and for electronic signatures and copies to have the same legal effect as ink signatures and printed copies.

\_\_\_\_\_  
Lifestyle Publications

\_\_\_\_\_  
Publisher

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

**EXHIBIT D**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**SAMPLE RELEASE**

## **SAMPLE RELEASE OF CLAIMS**

### **THIS IS A CURRENT FORM THAT IS SUBJECT TO CHANGE OVER TIME.**

For and in consideration of the Agreements and covenants described below, Lifestyle Publications, LLC (“Lifestyle Publications”) and \_\_\_\_\_ (“Publisher”) enter into this Release of Claims (“Agreement”).

### **RECITALS**

- A. Lifestyle Publications and Publisher entered into Lifestyle Publications Publisher Agreement dated \_\_\_\_\_.
- B. [NOTE: Described the circumstances relating to the release.].
- C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Lifestyle Publications and Publisher now desire to settle any and all disputes that may exist between them relating to the Publisher Agreement.

### **AGREEMENT**

- 1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
- 4. **Release of Claims by Lifestyle Publications.** In consideration of, and only upon full payment of \$\_\_\_\_\_ to Lifestyle Publications, and the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Lifestyle Publications, for itself and for each of its affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of its past and present directors, officers, employees, attorneys, agents, assigns and representatives does hereby release and forever discharge Publisher and each of his heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney’s fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Publisher Agreement. This release does not release Publisher from any obligations he may have under this Agreement.
- 5. **Release of Claims by Publisher.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Publisher, for himself and for each of his heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, does hereby release and forever discharge Lifestyle Publications and each of its respective affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of their past and present directors, officers, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney’s fees but excluding claims under the Maryland Franchise Registration and Disclosure Law), complaints, charges, judgments, executions, whether liquidated or

unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related to the Publisher Agreement.

6. **Reservation of Claims Against Non-Settling Parties.** Lifestyle Publications and Publisher expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state where the

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: \_\_\_\_\_, 20\_\_

**LIFESTYLE PUBLICATIONS, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**PUBLISHER: \_\_\_\_\_**

By \_\_\_\_\_  
Its \_\_\_\_\_

**[For Washington Franchisees: This release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]**

**EXHIBIT E**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**LIST OF STATE ADMINISTRATORS AND**  
**AGENTS FOR SERVICE OF PROCESS**

**LIST OF STATE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>STATE ADMINISTRATOR/AGENT</b>	<b>ADDRESS</b>
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Connecticut	Department of Banking, Securities and Business Investments Division	260 Constitution Plaza Hartford, Connecticut 06103 (860) 240-8230
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 <sup>st</sup> Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	State Corporation Commission	1300 East Main Street, 9 <sup>th</sup> Floor



STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
(State Administrator)	Division of Securities and Retail Franchising	Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

**EXHIBIT F**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**STATE SPECIFIC ADDENDA**

## CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

### Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

### Item 17, Additional Disclosures:

The Publisher Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Publisher Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

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

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

The Publisher Agreement requires binding arbitration. The arbitration will occur in in the city and state where Lifestyle Publications has its principal place of business at the time the action is commenced (currently, Kansas City, MO) with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Publisher Agreement restricting venue to a forum outside the State of California.

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

Exhibit I, Additional Disclosure:

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.

CALIFORNIA ADDENDUM TO PUBLISHER AGREEMENT, DEPOSIT & NON-DISCLOSURE  
AGREEMENT, AND RELATED AGREEMENTS

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies to the Publisher Agreement, Deposit & Non-Disclosure Agreement, and related agreements, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Publisher Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisees concerning termination of the Publisher Agreement upon certain bankruptcy-related events. If the Publisher Agreement is inconsistent with the law, the law will control.

The Publisher Agreement requires binding arbitration. The arbitration will occur in the city and state where Lifestyle Publications has its principal place of business at the time the action is commenced, with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

The last sentence of Section 22 of the Publisher Agreement is deleted.

The last sentence of Section 18 of the Deposit & Non-Disclosure Agreement is deleted.

Section 32 of the Publisher Agreement is amended by deleting the following: “and not upon any representation as to gross revenues, volume, potential earnings or profits which Publisher might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce Publisher to accept this grant of a franchise and sign this Agreement.”

Section 24 of the Deposit & Non-Disclosure Agreement is amended by deleting the following: “and not upon any representation as to gross revenues, volume, potential earnings or profits which Publisher might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce Publisher to accept this grant of a franchise and sign this Agreement.”

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:  
\_\_\_\_\_

FRANCHISEE:  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

### Exhibit I, Additional Disclosure:

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

## ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

### ITEM 17. Additional Disclosures:

Illinois law governs the Publisher Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a Publisher Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Publisher Agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

### Exhibit I, Additional Disclosure:

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



## ILLINOIS ADDENDUM TO PUBLISHER AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Publisher Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a Publisher Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Publisher Agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a Publisher Agreement are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

*[Signatures to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

### Item 17, Additional Disclosures:

Our termination of the Publisher Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

### Exhibit I, Additional Disclosure:

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.

## MARYLAND ADDENDUM TO PUBLISHER AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 and/or COMAR 02.02.08.16L applies, the terms of this Addendum apply.

1. To the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Publisher Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

### State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

### Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the Publisher Agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

### Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Publisher Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Exhibit I, Additional Disclosure:

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

## MINNESOTA ADDENDUM TO PUBLISHER AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Publisher Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Publisher Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Publisher Agreement; or (3) failure of the franchisee to cure a default under the Publisher Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Publisher Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this



Publisher Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Publisher Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:  
\_\_\_\_\_

FRANCHISEE:  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. The following information is added to the cover page of the Franchise Disclosure Document.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action

brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK ADDENDUM TO PUBLISHER AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Publisher Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Publisher Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:  
\_\_\_\_\_

FRANCHISEE:  
\_\_\_\_\_

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

## NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

### Item 5, Additional Disclosure:

Payment of the initial franchise fee is deferred until such time as Franchisor completes its initial obligations under the Publisher Agreement.

### Item 17, Additional Disclosures:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the Publisher Agreement are enforceable only under certain conditions according to North Dakota law. If the Publisher Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Publisher Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Publisher Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Publisher Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Publisher Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Publisher Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

### Exhibit I, Additional Disclosure:

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.

## NORTH DAKOTA ADDENDUM TO PUBLISHER AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the Publisher Agreement are enforceable only under certain conditions according to North Dakota law. If the Publisher Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The Publisher Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Publisher Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Publisher Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

Payment of the initial franchise fee is deferred until such time as Franchisor completes its initial obligations under the Publisher Agreement.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:  
\_\_\_\_\_

FRANCHISEE:  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

### Item 17, Additional Disclosure:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a Publisher Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

RHODE ISLAND ADDENDUM TO PUBLISHER AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a Publisher Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

### Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Publisher Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

### Exhibit I, Additional Disclosure:

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.

VIRGINIA ADDENDUM TO PUBLISHER AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Publisher Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:  
\_\_\_\_\_

FRANCHISEE:  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

### Item 5, Additional Disclosure:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

### Item 17, Additional Disclosure:

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Exhibit I, Additional Disclosure:

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.

## WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

### Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Publisher Agreement or a related contract which is inconsistent with the Law.

WISCONSIN ADDENDUM TO PUBLISHER AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Publisher Agreement, to the extent that the Publisher Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Publisher Agreement.

3. Except as expressly modified by this Addendum, the Publisher Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Publisher Agreement. In the event of any conflict between this Addendum and the Publisher Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT G**  
**TO LIFESTYLE PUBLICATIONS FDD**  
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**EXHIBIT H**

**TO LIFESTYLE PUBLICATIONS FDD**

**LIST OF CURRENT INDEPENDENT PUBLISHERS  
As of December 31, 2023**

As indicated in Item 20, the list of Publishers below are responsible for more than one magazine. The following is a list of our Independent Publishers who were open as of December 31, 2023:

<b>Current Independent Publishers Who Were Open As of 12/31/2023</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>
Amy Bailey	310 White Circle	Huntsville	AL	35801	(205) 222-8494
Ashley Roberts	4839 Cypress Loop	Orange Beach	AL	36561	(225) 405-1043
Kali McNutt	3808 Buckingham Ln	Mountain Brook	AL	35243	(205) 527-9508
Melissa Gurley	571 County Road 420	Cullman	AL	35057	(205) 542-9002
Alicia Haygood	15723 N 102 <sup>nd</sup> Street	Scottsdale	AZ	85255	(770) 827-0844
Jeff Herr	3501 N. Fox Ave.	Tucson	AZ	85716	(520) 314-5201
Joyce Selk	4623 S Oleander Dr	Chandler	AZ	85248	(480) 648-9890
Julie LaCroix	27969 N 92nd Ave.,	Peoria	AZ	85383	(949) 554-5205
Kaylee Williams	1378 W Lucky Lane	Queen Creek	AZ	85255	(563) 506-9298
Mel Fonseca	2331 W Shinnecock Ct	Phoenix	AZ	85086	(949) 322-4357
Nadine Bubeck	8710 N 80 <sup>th</sup> Place	Scottsdale	AZ	85258	(602) 571-2657
Robin Belley	4351 E Milky Way	Gilbert	AZ	85295	(928) 864-8471
Sherry York	1662 E Harrison St	Chandler	AZ	85225	(480) 206-2335
Wendy Bates	2777 W Queen Creek #26	Chandler	AZ	85248	(480) 229-3920
Ben Malkin	845 Sunstone St	Westlake Village	CA	91362	(805) 444-5016
Brian Patchett	5360 Crescent Dr	Yorba Linda	CA	92887	(714) 381-4238
Jacob Williams	321 N Kendor Dr	Anaheim	CA	92801	(714) 299-4560
Tiffany Bellingrath	453 Ebi Way	Folsom	CA	95630	(404) 909-3154
Andy Manz (2)	7509 Panorama Dr	Boulder	CO	70303	(720) 474-5271
Branden Murray	178 Sundance Hills Rd	Durango	CO	81303	(970) 749-2744
Cody Sturma	4238 Lowell Blvd	Denver	CO	80211	(574) 361-8543
Jahna Eichel	1930 Dakota Ct.	Fort Collins	CO	80528	(646) 215-1337
Jennifer Starbuck	8016 S Garfield Way	Littleton	CO	80122	(720) 333-0494
Joan Dameron	11234 Sweet Cicely Dr	Parker	CO	80134	(520) 401-6749
Justin Schierkolk	11334 Chase Way	Broomfield	CO	80020	(303) 332-4960
Matthew Coffel	1001 East Bayaud Ave	Denver	CO	80209	(317) 340-8794
Mel Miles (2)	5544 Water Oak Circle	Castle Rock	CO	80108	(303) 378-0673
Misty Dockins	8162 Eagle Dr	Greeley	CO	80634	(720) 520-2874
Scott Barr	PO Box 2022	Avon	CO	81620	(602) 284-3045
Scott Fairbanks	241 N. 4th St	Grand Junction	CO	81502	(970) 261-3641
Tara Rasmuson	6600 W 20 <sup>th</sup> St, Unit 20	Greeley	CO	80634	(970) 888-4890
Bruce Bernstein	1 White Barns Ln	Norwalk	CT	06851	(917) 573-8330
Gary Perrelli	40 Taylor Town Rd	South Glastonbury	CT	06073	(959) 333-9300
Laura Sabia	89 Lake Ave	Greenwich	CT	06830	(203) 989-7058
Marisa MacLean	7 Harvest Ln	Weston	CT	06883	(203) 293-6142
Marty Shapiro	850 Pacific St Apt 1659	Stamford	CT	06902	(917) 817-7173
Mary Dougherty	43 Rippowam Rd	Ridgefield	CT	06877	(203) 942-0165
Brande Dils	3172 Somerset Park Dr	Orlando	FL	32824	(321) 228-3052
Carmen Ionascu	275 Baywinds Dr	Destin	FL	32541	(850) 376-7507

<b>Current Independent Publishers Who Were Open As of 12/31/2023</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>
Charmaine Tincher	885 Norwalk Dr	Venice	FL	34292	(941) 726-0303
Gregory Dodge	10190 Sweetgrass Cir #309	Naples	FL	34104	(484) 432-9874
Jessi Neitzel	7162 Westhill Ct	Lakewood Ranch	FL	34202	(941) 877-4004
Rynni Henderson	17416 Veterans Way	Micanopy	FL	32667	(352) 554-3555
Burke Scott	2970 Reed St SE	Smyrna	GA	30080	(678) 520-7073
Caroline Ficken	2624 Charlesgate Ave.	Decatur	GA	30030	(770) 286-4576
Jana Morris (2)	2280 Morris Callaway Rd	Appling	GA	30802	(706) 504-9696
Jennifer Conforti	135 Sparrows Cove	Fayetteville	GA	30215	(404) 823-7943
Jim Newman (3)	2 Wieuca Trce NE	Atlanta	GA	30342	(770) 231-6292
Kevin Parker	5478 Glenridge View NE	Atlanta	GA	30342	(404) 697-0907
Lisa Thibault (2)	500 Ladybank Ln	Alpharetta	GA	30022	(703) 593-2482
Marco Rossi	166 Bellehaven Dr	Woodstock	GA	30188	(678) 469-6138
Michelle Taylor Willis	2626 Defoors Ferry Rd SW	Atlanta	GA	30318	(404) 396-5277
Johnny Gillespie	75-5410 Nanaina Pl	Holualoa	HI	96725	(808) 345-4117
Greg Gewalt	P.O. Box 343	Boise	ID	83701	(208) 391-5122
Vince Gewalt	1192 N Blackwolf Avenue	Kuna	ID	83634	(208) 890-3322
Michael Beightol	414 Concord Ln	North Barrington	IL	60010	(312) 339-0055
Steve Rogers	12194 Hadley Dr	Huntley	IL	60142	(847) 309-6381
Andrea Kulsrud	12442 Heatherstone Pl	Carmel	IN	46033	(317) 661-1948
Brian Rodehorst	628 N Wrigley Ln	Lawrence	KS	66044	(785) 249-3979
Cooper Moore	5411 W 76 <sup>th</sup> St	Prairie Village	KS	66208	(913) 221-1213
Denise DeTommaso	839 Missouri	Lawrence	KS	66044	(785) 760-4436
Tyler Jackson	800 Willard Pl	Manhattan	KS	66502	(620) 338-6127
Bobbi Jo Girroir	692 N West St	Feeding Hills	MA	01030	(413) 519-5636
Candice Berube (2)	55 Bates Rd	Westfield	MA	01085	(413) 519-6752
Emily Harradon	139 Broadway #9	South Portland	ME	04106	(207) 318-8847
Amber Smith	4020 Middleton Dr	Monrovia	MD	21770	(240) 367-0700
KC Cole	20700 Delta Dr	Laytonsville	MD	20882	(240) 630-1205
Ali Kramer	31825 Evergreen Rd	Beverly Hills	MI	48025	(404) 964-2072
David Mattaliano	21462 Wedgewood Dr	Grosse Pointe Woods	MI	48236	(313) 296-9320
Joe Geagea	4926 Cherry Blossom Cir	West Bloomfield	MI	48324	(248) 890-6602
Kimberly Janowicz	86 Lincoln Street	Mount Clemens	MI	48043	(586) 907-0205
Todd Haight	8200 Portsmouth Ln	Grand Blanc	MI	48439	(248) 561-5888
Alexandra Patty (2)	5309 Ewing Ave S	Minneapolis	MN	55410	(612) 354-3252
Amy Sousa	14377 Atwater Way	Rosemount	MN	55068	(401) 487-5210
Dave Robertson	3900 Stratford Ridge	Excelsior	MN	55331	(612) 309-0145
John Lee	545 North 1st Street #409	Minneapolis	MN	55401	(612) 760-4213
Brandy Reed	7614 NE 75 <sup>th</sup> Terr	Kansas City	MO	64158	(816) 226-7722
Gordon Montgomery (3)	4028 Montague Circle	St Charles	MO	63304	(636) 487-9044
Laura Paszkiewicz	29818 E Windmill Ridge Ln	Lee's Summit	MO	64086	(816) 260-0690
Renee Moore	571 Westonridge Ct	Ballwin	MO	63021	(314) 223-7960
Maggie Hebron	4572 Monforton School Rd	Bozeman	MT	59718	(406) 579-1597
Mike Tucker	500 North Higgins	Missoula	MT	59808	(406) 544-8333
Kyler Hendrickson	808 Monarch Cir	Papillion	NE	68046	(402) 915-2580
Anne Moodey	180 New Castle Ave	Portsmouth	NH	03801	(603) 361-7031
Amy Dimes	10 Jamestown Pass	Colts Neck	NJ	07722	(732) 233-9184
Anthony Rizzo	86 Riverdale Rd	Park Ridge	NJ	07656	(551) 265-1373
Jake Slowinski (2)	1043 Hoffman Rd	Bridgewater	NJ	08807	(201) 978-9164

<b>Current Independent Publishers Who Were Open As of 12/31/2023</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>
John Meyer (2)	45 S. Park Pl	Morristown	NJ	07960	(973) 944-1440
Lynn Harris	1950 Grenville Rd	Scotch Plains	NJ	07076	(908) 400-3491
Marc Schwartz	632 Blue Ridge Ln	Mahwah	NJ	07430	(201) 481-2304
Phillip Barone	31 Scudders Rd	Sparta	NJ	07871	(973) 271-1971
Rich Ringrose	12407 Scarlet Gem Ct NE	Albuquerque	NM	87122	(505) 868-5338
Camilla Dorand	3063 Evening Mist Ave	Henderson	NV	89052	(702) 762-0303
Chad Jeffry	12201 Old Muirfield Street	Las Vegas	NV	89141	(725) 277-0913
Crissie Bown	11471 Bargetto Ct	Las Vegas	NV	89141	(725) 304-4472
Mike McCarthy	6115 S Pleasant Oak Trl	Reno	NV	89511	(775) 899-3273
Brigitte McLaughlin	12 Hardy Place	Staten Island	NY	10308	(718) 619-5962
Dana Cifone	210 Sheldon Ave	Tarrytown	NY	10591	(914) 469-2825
Kevin Hicks	302 W 86 <sup>th</sup> St, 11A	New York	NY	10024	(646) 498-4658
Abigail Miller	52324 Osage Dr	Amherst	OH	44001	(440) 823-5425
Brian Bailey	4453 Golden Eagle Rd	Massillon	OH	44646	(330) 268-7162
Emily Barlow	9316 Gardenside Ln	Loveland	OH	45140	(513) 486-6203
Joe Violi	3349 Stillwater Dr	Medina	OH	44256	(440) 653-2599
Mark Andrea	21 Charleston Dr	Oxford	OH	45056	(513) 486-4781
Michelle Moody	4718 Guildford Ln	West Chester	OH	45069	(513) 382-0457
Jimmy Darden (2)	1741 SW 33rd St	Moore	OK	73160	(405) 541-5650
Kathy Slemp	2305 W Oakridge St	Broken Arrow	OK	74012	(918) 261-2541
Jane Rial	65102 97th St	Bend	OR	97703	(541) 699-6270
Dana Weissenberg	60 Brecknock Ct	Newtown	PA	18940	(215) 808-8044
Douglas McDermott	3345 Rodgers Ave	Upper Chichester	PA	19014	(609) 868-7713
Scott Davidson	303 N Providence Rd	Media	PA	19063	(610) 368-8362
Gayle Bryan	3173 Lake Norman Dr	North Augusta	SC	29841	(803) 645-2727
David Hayth	282 Governors Grant Blvd	Lexington	SC	29072	(803) 727-9320
Shelley Long	223 Killdeer Ct	Mount Pleasant	SC	29464	(404) 454-1002
Teri Lenhard	2040 Lake Forest Dr	Fort Mill	SC	29708	(704) 710-6411
Amber Harris	1006 Red Oak Dr	Monteagle	TN	37356	(708) 466-1980
Athena West (2)	615 Crofton Park Ln	Franklin	TN	37069	(804) 218-4230
Christian Owen	218 Baronne Place	Memphis	TN	38117	(901) 203-2723
Doug Waterman	219 Gardenridge Dr	Franklin	TN	37069	(615) 516-0357
January Alexander	806 Chalkstone Ln	Mount Juliet	TN	37122	(629) 200-3036
Jennifer Downs (2)	9645 Brass Valley Dr	Brentwood	TN	37027	(502) 471-9679
Jennifer Kaufman	4128 Mirrasou Ct.	Franklin	TN	37067	(954) 650-2314
Kat Seaton-Giarratano	1908 Haynes St	Nashville	TN	37207	(913) 951-6101
Kimberly Thomas (2)	790 Plowson Rd	Mount Juliet	TN	37122	(916) 337-2333
Lynn Bowles	108 Windham Circle	Hendersonville	TN	37075	(615) 768-0370
Marc Rochelson	2406 Effler Road	Maryville	TN	37803	(865) 607-7071
Nicole Bell	94 Grindstone Drive	Gallatin	TN	37066	(248) 931-1096
Alison Kartevold	16651 Stonecrest Drive	Conroe	TX	77302	(724) 825-2122
Angi Burns	1201 Terrace Mill Dr	Murphy	TX	75094	(972) 948-5859
Barbara Ireland	3500 N Preston Lakes	Celina	TX	75009	(214) 686-1813
Bryan Stone	3403 Toro Canyon Rd	Austin	TX	78746	(727) 742-9839
Chloe Millard	2709 Morgan Ln	Trophy Club	TX	76262	(817) 235-9777
Hunter Martinez	411 Harold St Apt 1213	Fort Worth	TX	76107	(817) 253-0699
Joe Kerby (2)	2007 Riverview St. Unit 1	Austin	TX	78702	(512) 694-8070
Jon Calvin	3320 Shadow Wood Cir	Highland Village	TX	75077	(214) 497-6444
Pam Dugdale	3211 Constitution Dr	Lago Vista	TX	78645	(512) 516-9213
Peggy Garner	17402 Adina Springs Ln	Houston	TX	77095	(832) 545-6621

<b>Current Independent Publishers Who Were Open As of 12/31/2023</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone Number</b>
Rachael Fenton	1210 Tate Ln	Argyle	TX	76226	(214) 422-2956
Rachel Burk	23708 Crossworth Dr	New Caney	TX	77357	(281) 543-3096
Rob Patten	18603 Fortson Ave	Dallas	TX	75252	(214) 734-7300
Samantha Bowers	524 Marlin Cir	New Braunfels	TX	78130	(210) 960-0550
Sharon Duffy (2)	2432 Rigging Dr	Little Elms	TX	75068	(972) 439-6987
Suzanne Schakett	10401 Town and Country Way #423	Houston	TX	77024	(832) 655-4670
Tara Bové	8612 Fairway Green Dr	Boerne	TX	78015	(830) 446-2223
Tonya Butler	21611 Meadowhill Dr.	Spring	TX	77388	(832) 326-0473
Will Rivera	3002 Reunion Blvd	Austin	TX	78737	(512) 997-5473
Paula Christie	P.O. Box 634	Harmony	UT	84757	(435) 216-3612
Aaron Swart (2)	10828 McCann Place	Ashland	VA	23005	(804) 389-8737
Hann Livingston	1663 Hatchers Mill Rd	Middleburg	VA	20117	(571) 293-8779
Caitlin Agnew (2)	6333 Lake Washington Blvd	Kirkland	WA	98033	(425) 765-9688
Chris Ishii	11 Main St S Apt 411	Kirkland	WA	98033	(425) 615-5616
Shannon Coy	1408 99 <sup>th</sup> Ave SE	Lake Steves	WA	98258	(206) 743-5472

**Notes:**

1. If an Independent Publisher has a number next to their name, that number indicates the number of Magazines that Independent Publisher operates. If an Independent Publisher does not have a number next to their name, that Independent Publisher operates one Magazine.

The following is a list of Independent Publishers that have signed a Lifestyle Publications Publisher Agreement, but whose Business was not yet open as of December 31, 2023:

Independent Publishers Who Entered Into Publisher Agreements But Who Had Not Yet Opened Their Business as of 12/31/2023	Address	Telephone
Gavin Magee	5468 Hackett St Springdale, AR	(913) 449-6223
Kristy Murdoch	3833 Tilden Dr El Dorado Hills, CA 95762	(916) 412-6835
Desiree Gustafson	1518 Peacock Pl Loveland, CO	(970) 690-1419
Sandie Beauchamp	15980 Citrus Knoll Dr Winter Garden, FL 34787	(407) 734-0702
Suzanne Pope	9289 Iron Gate Blvd Milton, FL 32570	(914) 564-5787
Scott Gilcrest	1662 Cascade Dr Greenwood, IN 46143	(317) 508-7680
Monique Dominique	28 Lawrence Ave West Orange, NJ 07052	(862) 777-2102
Lisa Federico	866 Litchfield Ct Columbus, OH 43234	(614) 505-9261
Bret McKinney	2929 Oak Lawn Ave Dallas, TX 75219	(469) 323-3795

The following is a list of Independent Publishers who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Publisher Agreement during the most recently completed fiscal year or between January 1, 2023 and December 31, 2023, or who has not communicated with us within 10 weeks of the issuance date:

<b>Former Publishers as of 12/31/2023</b>	<b>Telephone</b>	<b>City, State</b>
Tammy Fellows	(480) 241-5339	Scottsdale, Arizona
Kat Anderson	(626) 977-4139	Chino Valley, California
Thomas Laugesen	(949) 228-5772	Laguna Niguel, California
Andy Cingolani	(407) 491-5285	Windermere, Florida
Anthony Adams	(650) 245-9576	Winter Garden, Florida
Jon Virtue	(561) 690-6006	Boca Raton, Florida
Amanda (Waterford) Brodtkin	(413) 564-9350	West Springfield, Massachusetts
Amy Janzen	(612) 987-4806	Waconia, Minnesota
Jeron Traphagan	(816) 368-1315	Kansas City, Missouri
Brent Fjeldheim	(406) 404-5707	Bozeman, Montana
Richard Boggs	(406) 690-5823	Billings, Montana
Jeanette Ferri	(505) 206-7737	Albuquerque, New Mexico
Everett Dorand	(702) 762-0990	Henderson, Nevada
Rachel Schnure	(732) 516-8753	New Hope, Pennsylvania
Lyn Coaldwell	(704) 606-5682	Indian Land, South Carolina
Katy Derbysire	(610) 787-9266	Mount Pleasant, South Carolina
Rebecca Kilday	(423) 231-4243	Chattanooga, Tennessee
Alan Eixman	(713) 562-2552	Bellaire, Texas
Jane Krzysiak	(972) 655-4234	Argyle, Texas

**EXHIBIT I**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**FRANCHISEE COMPLIANCE CERTIFICATION**

*Do not sign this Compliance Certification if you are a resident of Maryland or the business is to be operated in Maryland.*

As you know, Lifestyle Publications, LLC (the “**Franchisor**”) and you are preparing to enter into a Publisher Agreement for the establishment and operation of a “Lifestyle Publications” franchised business (the “**Franchised Business**”). Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

- a. \_\_\_\_\_, 20\_\_\_\_ The date of my first face-to-face meeting with any person to discuss the possible purchase of a franchise.  
Initials \_\_\_\_\_
  
- b. \_\_\_\_\_, 20\_\_\_\_ The date on which I received the Franchisor’s Franchise Disclosure Document (“**FDD**”).  
Initials \_\_\_\_\_
  
- c. \_\_\_\_\_, 20\_\_\_\_ The date when I received a fully completed copy (other than signatures) of the Publisher Agreement and Addenda (if any) and all other documents I later signed.  
Initials \_\_\_\_\_
  
- d. \_\_\_\_\_, 20\_\_\_\_ The date on which I signed the Publisher Agreement.  
Initials \_\_\_\_\_

2. Have you received and personally reviewed the Publisher Agreement, including all exhibits, and the related agreement(s) attached to it?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Do you understand all of the information contained in the Publisher Agreement, including all exhibits, and the related agreement(s) attached to it?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, what parts of the in the Publisher Agreement, including all exhibits, and the related agreement(s) attached to it do you not understand? (Attach additional pages, as needed.)

\_\_\_\_\_  
\_\_\_\_\_



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4. Do you understand that the Publisher Agreement contains a number of provisions that may affect your legal rights, including required mediation, designated locations or states for any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Have you received and personally reviewed the FDD that was provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

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8. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a Franchised Business?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, do you wish to have more time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Has anyone speaking on the Franchisor's behalf made any statement or promise to you concerning the revenues, profits or operating costs of a Franchised Business (whether operated by the Franchisor or its franchisees) that is different from the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Has anyone speaking on the Franchisor's behalf made any statement or promise to you about the amount of money you may earn in operating the Franchised Business that is different from the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has anyone speaking on the Franchisor's behalf made any statement or promise concerning the total amount of revenue your Franchised Business will or may generate that is different from the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Has anyone speaking on the Franchisor's behalf made any statement or promise regarding the costs you may incur in operating your Franchised Business that is different from the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

14. Has anyone speaking on the Franchisor's behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes \_\_\_\_\_ No \_\_\_\_\_

15. Has anyone speaking on the Franchisor's behalf made any statement or promise, or made an agreement with you, concerning how much service and assistance the Franchisor will provide to you (for example, concerning advertising, marketing, training, and support) that is different from the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes \_\_\_\_\_ No \_\_\_\_\_

17. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes \_\_\_\_\_ No \_\_\_\_\_

18. Do you understand that the territorial rights you have been granted are subject to limitations and exceptions?

Yes \_\_\_\_\_ No \_\_\_\_\_

19. Do you understand that the Publisher Agreement contains the entire agreement between you and the Franchisor concerning the franchise and development rights for the Franchised Business, meaning that any prior oral or written statements not set out in the Publisher Agreement will not be binding?

Yes \_\_\_\_\_ No \_\_\_\_\_

20. If you have answered “Yes” to any of questions 10-17, please provide a full explanation of each “yes” answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered “no” to each of questions 10-17, then please leave the following lines blank.

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21. Do you acknowledge and represent to Franchisor that (a) you or the entity that you form to be a franchisee will be the employer of all of your employees and will have sole discretion and authority to hire, fire, discipline, compensate and schedule working hours for, all of your employees; and (b) Franchisor and Franchisor’s affiliates will have no control, or right to control, any of the employment actions or decisions in your business? *We recommend that you retain employment law counsel to advise you with your employment issues and questions.*

Yes \_\_\_\_\_ No \_\_\_\_\_

22. As you have reviewed the financial performance representations in Item 19 of the Disclosure Document, do you understand that:

- a. Item 19 contains only historical data from certain franchised and affiliate-owned Franchised Businesses, and
- b. you have had ample opportunity to review Item 19 with a lawyer, accountant and/or other advisor of your choosing.

Yes \_\_\_\_\_ No \_\_\_\_\_

23. I signed the Publisher Agreement and Addenda (if any) on \_\_\_\_\_, 202\_\_\_\_, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

24. Do you understand:

- a. that this Franchised Business may be impacted by other risks, including those outside your or our control such as local, national or global economic, political or social disruption?
- b. that such disruptions, and any preventative, protective, or remedial actions that federal, state, and local governments may take in response to a disruption, may result in a period of business disruption, reduced customer demand, and reduced operations for this type of Franchised Business, and may require that we take actions that might not be contemplated under the Publisher Agreement?

- c. the extent to which any such disruption impacts the Lifestyle Publications system, and your Franchised Business, will depend on future developments which are highly uncertain and which we cannot predict?

Yes \_\_\_\_\_ No \_\_\_\_\_

25. During my negotiations and evaluations leading up to my decision to buy a Franchised Business, I communicated with the following individuals from Lifestyle Publications, LLC or its affiliates, or independent brokers:

<u>Name</u>	<u>Address</u>
1.	_____
2.	_____
3.	_____
4.	_____

[Insert additional names and addresses below if needed]

26. The representations under this Franchisee Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or Maryland Franchise Registration and Disclosure Law.

*[signature page to follow]*

For California prospective franchisees: You are not required to sign this Franchisee Compliance Certification.

For Maryland prospective franchisees: Do not sign this Franchisee Compliance Certification.

For Washington prospective franchisees: This certification does not waive any liability the Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.**

FRANCHISE APPLICANT

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_  
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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

**EXHIBIT J**  
**TO LIFESTYLE PUBLICATIONS FDD**  
**RECEIPTS**

## RECEIPT

This disclosure document summarizes certain provisions of the Publisher Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Lifestyle Publications, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Lifestyle Publications, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in **Exhibit E**.

The franchisor is Lifestyle Publications, LLC, located at 514 W 26<sup>th</sup> St, Kansas City, MO 64108, and telephone (913) 599-4300.

Issuance Date: May 1, 2024

The franchise sellers offering the franchise: Steven Schowengerdt, Matthew Perry, and Zach Traphagan of Lifestyle Publications, LLC, 514 W 26<sup>th</sup> St, Kansas City, MO 64108, (913) 599-4300. Any additional individual franchise sellers involved in offering the franchise are: \_\_\_\_\_

Lifestyle Publications, LLC authorizes the respective agents identified on **Exhibit E** to receive service of process for it in the particular state.

I have received a disclosure document with an issuance date of May 1, 2024, that includes the following Exhibits:

Exhibit A - Financial Statements	Exhibit F - State Specific Addenda
Exhibit B - Publisher Agreement	Exhibit G - Manual Table of Contents
Exhibit C - Deposit and Non-Disclosure Agreement	Exhibit H - List of Independent Publishers
Exhibit D - Sample Release	Exhibit I - Franchisee Compliance Certification
Exhibit E - List of State Administrators & Agents for Service of Process	Exhibit J - Receipts

_____ Date	_____ Signature	_____ Printed Name
_____ Date	_____ Signature	_____ Printed Name

Please sign a copy of this receipt, date your signature, and keep it for your records.

## PUBLISHER'S COPY



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_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign a copy of this receipt, date your signature, and return it to our Franchise Recruiter at 514 W 26<sup>th</sup> St., Kansas City, MO 64108, and by telephone at careers@lifestylepubs.com or via email to careers@lifestylepubs.com.

## FRANCHISOR'S COPY