FRANCHISE DISCLOSURE DOCUMENT

Natural Awakenings Publishing Corp.
350 Main Street, Building 1, Ste. 9B
Bedminster, NJ 07921
239-206-2000
www.NaturalAwakenings.com

You will own a Natural Awakenings franchise, publishing a print and digital Natural Awakenings® magazine, which is a free, local, community magazine with content on natural lifestyles, organic and healthy foods, sustainable, green living, and whole health for people and the planet. Your business income is derived from the sale of advertising space and other services using our business system.

The total investment necessary to begin operation of a Natural Awakenings franchise is between $74,500.00 to $140,500.00. This includes the Franchise Fee of $49,500 that must be paid to the franchisor.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our corporate office at 350 Main Street, Suite 9B, Bedminster, NJ 07921 or via telephone at 239-206-2000.

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, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," 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-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: July 21, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

NATURAL AWAKENINGS PUBLISHING CORP.

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

(A) A prohibition on the right of the Franchisee to join an association of franchisees.

(B) A requirement that the Franchisee assent to a release, assignment, novation, waiver or estoppel which deprives the Franchisee of rights and protections provided in the Michigan Franchise Investment Law. This section will not preclude the Franchisee, after entering into the Franchise Agreement, from settling any and all claims.

(C) A provision that permits the Franchisor to terminate the franchise prior to the expiration of its term except for good cause. Good cause will include the failure of the Franchisee to comply with any lawful provisions of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(D) A provision that permits the Franchisor to refuse to renew the 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 section applies only if:

(1) The term of the franchise is less than five years; and

(2) The Franchisee is prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo-type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or the Franchisee does not receive at least six months' advance notice of the 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 the State of Michigan. This section will not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the State of Michigan.

(G) A provision that permits the Franchisor to refuse to permit a transfer of ownership of the franchise, except for good cause. This section does not prevent the Franchisor from exercising a right of first refusal to purchase the franchise. Good cause will include, but is not limited to:

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

(2) The fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.

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

(4) The failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(H) A provision that requires the Franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This section does not prohibit a provision that grants to the 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 section prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in section (C).

(I) A provision which permits the Franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE MICHIGAN ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE MICHIGAN ATTORNEY GENERAL. ANY QUESTIONS REGARDING THE NOTICE SHOULD BE DIRECTED TO THE MICHIGAN DEPARTMENT OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, FRANCHISE UNIT, 670 LAW BUILDING, LANSING, MI 48913 (517) 373-7117.

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

Franchisor

Natural Awakenings Publishing Corp. is the Franchisor and is referred to in this Disclosure Document as "**NAPC**," "we" or "us". The franchise offered and sold by NAPC is referred to in this Disclosure Document as the "**Natural Awakenings® Magazine**." "**You**" means the person or entity that buys the franchise from NAPC. If the franchise is purchased by a corporation, limited liability company, partnership or other entity, then "**you**" may also mean the shareholders, members, partners or other owners of that entity.

The Natural Awakenings concept was founded in Naples, Florida in 1993. NAPC is a Delaware corporation formed on September 1, 2022, and does business under its entity name. NAPC's principal business address is 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921. NAPC also owns a dating website located at www.NaturalAwakeningsSingles.com, which is administered by Conscious Dating Network. Franchises have not, nor will they ever be, offered from this website. Except for offering websites and digital magazines in states where there is no franchise and offering a co-branded, online subscription magazine to be called Knatural Awakenings, we do not operate Natural Awakenings Magazines. We do not offer franchises for any other line of business, other than the franchises being offered in this Disclosure Document.

The agents for service of process for NAPC are listed in the State Agency Exhibit attached to this Disclosure Document (Exhibit A).

Parents, Predecessors and Affiliates of NAPC

NAPC's parent is KnoWEwell, P.B.C. ("KnoWEwell"), a Delaware Public Benefit Corporation formed on December 1, 2017. Its principal place of business is 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921. KnoWEwell has never offered franchises in this or any other line of business.

NAPC's predecessor is Natural Awakenings Publishing Corp., a Florida corporation ("NAPC Predecessor"). The principal business address of NAPC Predecessor was 4851 Tamiami Trail, Suite 200, Naples, Florida 34103. On December 1, 2022, NAPC Predecessor sold all or substantially all of its assets to NAPC, including, but not limited to, the franchise system (the "Asset Purchase Transaction"). NAPC Predecessor has not operated, and does not currently operate, any Natural Awakenings magazine franchises and has not offered franchises in any other line of business. The principal owner of NAPC Predecessor owns Natural Awakenings Magazine, Inc., a Florida corporation formed on June 24, 2004, that publishes the Naples/Ft. Myers Edition of Natural Awakenings Magazine. Natural Awakenings Magazine, Inc. was a "company-owned" unit until the Asset Purchase Transaction and is now a franchisee.

NAPC's parent, KnoWEwell, will be providing, directly or indirectly, technology-related services and may provide, directly or indirectly, other services to NAPC's franchisees. KnoWEwell, directly or indirectly, through its vendors and on behalf of NAPC, will also be providing technology, marketing and layout services. In addition, franchisees are required to offer for sale and cross-market KnoWEwell's memberships, business services, and other services to the franchisee's customers. National regional and local advertising sold by NAPC or Franchisee may be bundled with KnoWEwell advertising and other services.

Franchised Business

You will conduct business as Natural Awakenings Magazine (sometime referred to as "NA magazine" or "NA Business" or "Franchised Business"), publishing a free, local, community print and digital magazine, as well as marketing a co-branded, online subscription magazine, Knatural Awakenings, maintaining a public website with content focused on natural lifestyles, organic and healthy foods, sustainable, green living, and whole health for people and the planet, and cross-marketing KnoWEwell's Regenerative Whole Health Hub, an online, ecosystem community and marketplace. Your business income is derived from the sale of advertising space in your print and digital magazine and on your website, and from selling NAPC-approved services to customers, including, but not limited to, KnoWEwell memberships, business services, and advertising and media kit offerings, paid subscriptions to Knatural Awakenings magazine, information technology development and infrastructure solutions and marketing agency services from NAPC-approved vendors, and NAPC-approved events and expos, and from commissions paid from cross-marketing memberships in KnoWEwell's Regenerative Whole Health Hub. Each Franchised Business carries with it the right and obligation to establish and maintain, under the terms of the franchise agreement attached to this disclosure document as Exhibit "D," one Natural Awakenings magazine business in a single language within a certain geographical area (the "**Territory**").

As a Natural Awakenings franchisee, you will have the right to use the "Natural Awakenings" service/trademark and other symbols used in the operation of a Natural Awakenings business (the "**Marks**"), within your protected Territory, selling advertising space in your Natural Awakenings Magazine to companies desiring to advertise their goods and services to our targeted readership.

You will be competing with other types of natural lifestyle magazines that sell advertising and business services to businesses of the same nature.

Regulations Specific to the Publishing Industry

Operating a Natural Awakenings magazine franchise requires that you be in compliance with federal, state, local or other licensing and related requirements. Many of the laws, rules and regulations that apply to businesses generally have particular applicability to a Natural Awakenings magazine. You are required to obtain the necessary licenses and or permits for the operation of your Natural Awakenings franchise. Each state may differ in licensing and permit requirements for the services you will offer. It is your responsibility to research the requirements that apply to your specific Territory, to provide us with any research you perform, and to operate your franchise in full compliance with all federal, state and local laws that apply to your business.

ITEM 2 BUSINESS EXPERIENCE

The following persons are the directors, principal officers and other executives who have management responsibilities in the operation of our business. Background information includes their present positions within the organization and their principal occupational information over the past five years.

Kimberly Whittle, CEO

Ms. Whittle has been the CEO of NAPC since December 2022 to the present. From December 2017 to the present, Ms. Whittle has been the Founder and CEO of KnoWEwell in Bedminster, New Jersey. Ms. Whittle has been the CEO of Integrative Health & Wellness Corp. (IHWell) in Gladstone, New Jersey, since March 2018 to the present. IHWell has been inactive since December 2019.

Dr. Brian Stenzler, VP of Operations

Dr. Stenzler has been the Vice President of Operations of NAPC and KnoWEwell from January 2023 to the present. From May 1999 to the present, Dr. Stenzler has been the CEO, President and owner of DREAM Wellness in San Diego, California.

Vytautas (Vee) Banionis, Chief Marketing Officer

Mr. Banionis has been the Chief Marketing Officer of NAPC since July 1, 2023. From 2009 to the present, Mr. Banionis has been the CEO of Flip180, LLC, a digital publishing and marketing firm, in Woodland Hills, California.

Joe Dunne, Director of Franchise Sales

Mr. Dunne has been our director of franchise sales since December 2022 to the present. From January 2019 to December 2022, Mr. Dunne was the Chief Operating Officer and Director of Franchise Sales for NAPC Predecessor in Naples, Florida. From January 2018 to the present, Mr. Dunne has been the franchisee of the Natural Awakenings Magazine Bucks and Montgomery Counties, Pennsylvania edition, in Bedminster, New Jersey. From January 2017 to the present, Mr. Dunne has been the franchisee of the Natural Awakenings Magazine Morris, Union, Sussex and Essex Counties, New Jersey edition in Bedminster, New Jersey. From August 2012 to the present, Mr. Dunne has been the franchisee of the Natural Awakenings Magazine Somerset, Middlesex, Hunterdon, Mercer and South Warren Counties, New Jersey edition, in Bedminster, New Jersey.

Melanie Rankin, Publisher Training Manager

Ms. Rankin has provided proofreading services to NAPC since January 2023 to the present. Ms. Rankin had been the Publisher Training Manager of NAPC Predecessor from February 2020 to December 2022, and has been the Publisher Training Manager of NAPC since December 2022. From March 2006 to the present, Ms. Rankin has been the owner of Full Circle Publications in Pensacola, Florida.

Sandra Yeyati, National Editor

Ms. Yeyati has been the National Editor for NAPC since January 2023 to the present. From 2017 to the present, she has been the CEO and owner of Good Eye Press, LLC in Naples, Florida.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5 INITIAL FEES

When you sign the Franchise Agreement, you will pay NAPC, in cash or other form of payment acceptable to NAPC, an initial franchise fee of $49,500 for the right to establish and operate one Natural Awakenings Magazine in a Territory that consists of approximately 500,000 in general population (the "**Initial Franchise Fee**").

You must submit your formal application and only if approved will you be offered a Natural Awakenings franchise. Once you sign the Franchise Agreement, you must pay the initial franchise fee. The initial franchise fee is due upon the signing of the Franchise Agreement, is fully earned by us and is entirely non-refundable in consideration of administrative and other expenses incurred by us in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into the Franchise Agreement with others. During fiscal year 2022, we did not collect any Initial Franchise fees. We are not aware of any Initial Franchise fees collected by NAPC Predecessor during fiscal year 2022.

You are not required to pay us or our affiliates any other fees or payments for goods or services before your Franchised Business opens, which is the date that you launch your Natural Awakenings website, or the date that is 30 days from the execution of the Franchise Agreement, whichever occurs first.

ITEM 6 OTHER FEES

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
Royalties	Months 1 – 6 of operations, 7% of Gross Revenues or $250.00 per month, whichever is greater, plus two full pages of your Magazine for NAPC use, sale or transfer. Month 7 of operations and through the term of the franchise agreement, 7% of Gross Revenues or $500.00 per month, whichever is greater, plus two full pages of your Magazine for NAPC use, sale or transfer.	Payable with your monthly report and due between the 1st and the 10th day of the issue month.	Note 1 below
Layout Services Fee	$3,500 per month; however, if your print magazine exceeds 72 pages, in addition to the flat monthly fee, you will be charged additional fees for the excess pages, which will be based on the then-current rate card.	Due by the 10th day of each month, for the prior month. For new Franchised Businesses, this fee will not be charged for the first publication of the print magazine	Note 2 below
Technology Fees	Currently, $680.00 to $1,105.00 per month	Due by the 10th day of each the month	Note 3 below These fees are subject to change at any time. We will be collecting these fees. We may, however, require you to pay some or all of these fees to our affiliate or designated vendors.

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
National Advertising Fund	3% of Monthly Gross Revenues	Due by the 10th day of each month, for the prior month	Note 4 below
Regional Advertising Cooperative	1% of Monthly Gross Revenues	ONLY if activated in your area. Due by the date determined by the Cooperative Members.	Note 4 below
Additional Training/ Extended Support and/or Services	NAPC's then-current fees, which will depend on the requested training, extended support and or additional services	As needed at time of such training, support or services; amounts are due within 15 days of the invoice date	Note 5 below
Training Fee for Replacement Business Manager or for Re-Training of Franchisee, Business Manager or Responsible Agent	$1,500 per person	As needed at conclusion of training; amounts are due within 15 days of the invoice date	Note 5 below
Ongoing Training Fee	$500 per participant	At least once, annually; amounts are due within 15 days of the invoice date	Note 5 below
Conference Fee	$1,000 per person, plus travel and out-of-pocket expenses of attendees.	Amount shall be billed and payable at least one month in advance of conference	Note 5 below
Training Fee Upon Transfer	$3,500	Upon transfer	Note 6 below

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
Renewal Fee	$5,000	Upon Renewal	Note 7 below
Transfer Fee	$7,500	Before closing or deducted from the sales proceeds	Note 8 below
Convenience Fee	3.99% of amount paid	At the time of payment of any fee by credit card	Note 9 below
Late Fee and Interest	$5/day; 1.5%/month	When and if lateness occurs	Note 10 below
National Advertising Default Fee	The greater of the (i) then current full retail price of the advertisement, or (ii) the prorated amount we are indebted to the National Advertiser for each time you fail to publish the National Advertising, based on the price of the advertisement sold and the number of markets it was to be placed in, if applicable, plus a $250 administrative fee.	If you fail to include advertising from a National Advertiser or any portion of the advertisements, we require you to include our in your publication, payable on the same day that Royalty Fees are due	Note 11 below
Insurance Default Fee	The cost of insurance plus $100.00 per month administrative fee.	If you fail to purchase the required minimum insurance and we do so on your behalf.	Note 12 below
Damages, Costs and Attorney Fees	Actual amount of damages, reasonable attorney's fees and costs incurred by us.	After adjudication of legal action	Note 13below
Audit Fees	Actual cost of audit plus interest on overdue amounts.	Upon receipt of bill	Note 14 below
Non-Compliance Fees	$250 for the first violation of the Franchise Agreement, $500 if the violation remains uncorrected 30 days after notice, and $100 per day for each day the violation remains uncorrected	Upon demand	Note 15 below

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
Indemnification amounts	Actual amount of damages we suffer, including reasonable attorney's fees and costs.	As incurred	Note 16 below

NOTE: Except where otherwise specified above or in the following footnotes, no other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any other third party. Any fees paid to us are non-refundable and uniformly imposed and collected unless otherwise noted.

Footnotes to Item 6

1. **Royalty Fees.** Royalties are payable with your monthly report and due by the 10th of the issue month to NAPC. We have the right to debit your Bank Account for the amount due on the day that Royalties are due and payable, and you must complete any forms required for us to do so. In addition, you must provide two full pages or separate smaller sections to equal two full pages of advertising space for NAPC's use, sale or transfer. If NAPC elects not to use the two full pages of advertising, the remaining portion will not be cumulative to the next month/issue, and NAPC will forfeit the remaining portion for that month/issue. The first Royalty Fee payment is due on the tenth (10th) day of the month after the earlier of either (i) Franchisee's launch of its Natural Awakenings website, or (ii) thirty (30) days after execution of the Franchise Agreement. (Franchise Agreement, Sections 6.2 and 6.15)

   "**Gross Revenues**" means all revenues and income of any type or nature and from any source that you derive or receive, directly or indirectly, from, through, by, or on account of the operation of the Franchise and/or use of our marks, whether generated within or outside of the Approved Territory, and whether received in cash, in services, in kind, from barter and/or exchange, on credit, or otherwise, other than goods or services received by you in a barter exchange to promote the Franchised Business. Gross Revenues will include, without limitation, all revenues you receive after the expiration or termination of this Agreement in connection with Pendings, as defined in the Franchise Agreement, as well as revenues received from national and regional advertisers. For purposes of calculating Gross Revenues, you may not deduct or exclude any of the following items: commissions paid to your sales associates; payments required under the Franchise Agreement; the expenses of operating your business, including expenses related to the Franchised Business; any other costs incurred by you; or, any other deductions or exclusions that are not specifically authorized by the Franchise Agreement or the Operations Manual. Gross Revenues do not include, however, any sales taxes or other taxes collected by you for transmittal to the appropriate taxing authority. The use of any discounts, waivers, or any bartering or exchange transactions, or the sale of any products or services bearing the Trade Name or Marks outside the operation of the Franchised Business without prior written approval by Franchisor is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by Franchisee in such case shall also be included in the definition of Gross Revenues (Franchise Agreement Section 1.7).

   Bartering cannot exceed 10% of your total Gross Revenue in any given month. If you receive an offer to barter services that is more than 10% of your total monthly Gross Revenue, you may submit a written request for consideration to us prior to accepting the barter. We will provide an answer to your request within 15 days of the request receipt. (Franchise Agreement, Section 7.13)

   If you continue to operate the Franchised Business after the expiration of the Initial Term and have not renewed the term; then, the Royalty Fee will be the greater of 14% of Gross Revenues or $1,000.00 per month. (Franchise Agreement, Section 3.6.3.9)

2. **Layout Services Fee.** This monthly fee will not be charged for the first publication of your Natural Awakenings print magazine if your Franchised Business is a new franchise. We require you to use and

pay us this fee for the layout of your Natural Awakenings print and digital magazine (Franchise Agreement, Section 6.5).

3. **Technology Fees**. We have established our own website using the Marks and our domain name (NaturalAwakenings.com), and we require you to use our website exclusively and pay us a fee for providing and maintaining it. We require you to use and pay us or our affiliates for our services and associated services fulfilled through our third-party vendors for technology services. Such service charges cover the cost of monthly technology licensing, website hosting, customer relationship management (CRM), digital marketing applications, other subscription services, enterprise-wide operations systems, mobile application, data hosting, email, IT security, and other technology services or software fees that NAPC requires and may add and require in the future. (See Franchise Agreement, Sections 6.6 and 7.11). The first Technology Fee payment is due on the tenth (10th) day of the month after the earlier of either (i) Franchisee's launch of its Natural Awakenings website, or (ii) thirty (30) days after execution of the Franchise Agreement. (Franchise Agreement, Sections 6.6 and 6.15)

4. **National Advertising.** NAPC has established a National Advertising Fund. The purpose of the National Advertising Fund is to pool advertising money of NAPC franchisees to achieve greater benefits for all in promoting the Trade Name and Marks.

   You will pay a monthly contribution of three percent (3%) of the Gross Revenues for the preceding month to the National Advertising Fund, paid in the same manner as the Royalty Fee. (See ITEM 11 and Franchise Agreement, Section 6.11) The first National Advertising Fund Fee payment is due on the tenth (10th) day of the month after the earlier of either (i) Franchisee's launch of its Natural Awakenings website, or (ii) thirty (30) days after execution of the Franchise Agreement. (Franchise Agreement, Sections 6.11 and 6.15)

5. **Training / Extended Support and/or Services Fees.** We will provide an initial training program for franchisees at no charge, unless you are purchasing an existing franchise. If NAPC agrees to provide additional training, extended support or additional services at Franchisee's request, NAPC may, in its sole discretion, provide such training, support or services (either through itself, its Affiliate or required or approved vendors) and Franchisee agrees to pay NAPC its then-current fees, which will depend on the scope of the requested training, support or services, plus related travel costs. We require you to use and pay us or our affiliates for our services and associated services fulfilled through our third-party vendors for additional training. Such extended support and additional services may include, but are not limited to, accounting services, editorial services (ex: writing, editing, proofreading), magazine production services (ex: magazine layout, graphic design for advertisements, etc.), marketing and graphic design services (ex: customization of market documents beyond standard provided by NAPC), website management services (ex: uploading content other than POP to the Franchisee's website), technical support, sales and/or business coaching, extended/repeat training on items for which initial training was provided, general training for personal computers, and other prerequisite subject matter of which you are required to have, prior to your opening, and miscellaneous operational support beyond the scope of NAPC's obligations. If resources are available by NAPC at our sole discretion, we may agree to provide support or services beyond the scope of our obligations. You will pay NAPC our or our affiliate's then-current rate for each type of extended support and/or additional service provided. (Franchise Agreement, Section 6.4)

   If Franchisee, Franchisee's Business Manager and/or Responsible Agent does not successfully complete the Initial Training Program, Franchisee may substitute another trainee, but must pay a fee of $1,500.00 per trainee. Any replaced Business Manager must attend and satisfactorily complete NAPC's next scheduled Initial Training Program, and pay NAPC $1,500.00 per person attending the training program. (Franchise Agreement, Section 4.1.1) You are responsible for travel, accommodation and out-of-pocket expenses related to attending the training. This training does not include the general training for personal computers. You are required to have, prior to your opening, a full operational understanding of the personal computer and software.

NAPC may in its discretion provide ongoing training to you. NAPC requires that you attend and participate in these ongoing trainings. NAPC, at its discretion, may deliver these trainings in person or through the use of tele-conferencing, web or internet communication systems or physical attendance at a location to be determined by NAPC. You are responsible for any travel, accommodations and any out-of-pocket costs necessary to allow you to attend these sessions. NAPC may require you to attend one online or in person training session each year for a fee of $500 per participant ("Ongoing Training Fee"). (Franchise Agreement, Section 7.7)

NAPC requires that you attend the NAPC Owners Conference at least once every 2 years. These conferences will be held at locations to be determined by NAPC. You are responsible for the conference fee, not to exceed $1,000 per person, and the cost of attending these conferences to the extent that travel, accommodations and any out-of-pocket expenses will be associated with your attendance (Franchise Agreement Section 7.7).

6. **Training Fee Upon Transfer.** If the Franchised Business is purchased from an existing owner and not NAPC, then the transferee/purchaser must pay NAPC this fee for the initial training (Franchise Agreement Section 18.5.9).

7. **Renewal.** When you renew your franchise agreement, NAPC will charge you a renewal fee, and you will be required to accept the terms of the then current Franchise Agreement at the time you renew (Franchise Agreement, Section 3.6.3).

8. **Transfer Fee.** NAPC charges a transfer processing fee of $7,500 if you transfer your franchise to a third party. This fee compensates us for costs we incur to process the transfer, including administrative, legal and personnel costs. (Franchise Agreement, Section 6.9).

9. **Convenience Fee**. We offer you the opportunity to pay any fees due to us by ACH and credit card. Because we are charged a fee by the credit card processor to offer you this convenience, we will charge you 3.99% of the amount you pay using your credit card at the time of payment. We can increase this fee to reflect increases in the fees charged to us to process credit card payments. (Franchise Agreement, Section 6.10.2).

10. **Late Fee and Interest.** If any amounts owed to us are not paid by the payment due date, any such past due amount shall bear interest at the total rate of Five Dollars ($5) per day plus one and one-half percent (1.5%) per month. (Franchise Agreement, Section 6.8)

11. **National Advertising Default Fee.** If you fail to include a National Advertiser's advertisement in your publication without our prior written approval or you fail to include any of the advertisements that we require you to include in your magazine, we have the right to debit your Bank Account for the amount due on the day that Royalties are due and payable. (Franchise Agreement, Section 4.5.2)

12. **Insurance Default Fee**. If you fail to purchase the required minimum insurance, we can debit your Bank Account to reimburse us for the insurance premiums, plus an administrative fee of $100 per month. (Franchise Agreement, Section 10.4)

13. **Damages, Costs and Attorney's Fees.** You must pay for our damages, expenses, costs and attorney's fees if we are successful in enforcing any term of the Franchise Agreement, or any other rights that we may have as a matter of law arising out of the franchise relationship. You must also pay our reasonable attorney's fees, expert fees and court costs if we become a party to any action or proceeding concerning

the franchise agreement, the Franchised Business, acts by you, or in any bankruptcy proceeding regarding you or the Franchised Business (Franchise Agreement, Sections 22.7 and 22.8).

14. **Audit.** If NAPC audits your franchised location and finds that you have underreported Gross Revenues by 3% or more, or the audit is caused by your failure to provide certain supporting records or reports to NAPC, then you will be required to pay the costs of the audit. You will also be required to pay interest on past-due amounts as per note 10 above (Franchise Agreement, Section 9.1).

15. **Non-Compliance Fees**. NAPC may assess these fees in addition to any other monetary penalties described in the Franchise Agreement and in addition to any other rights and remedies available to NAPC under the Franchise Agreement or at law. (Franchise Agreement, Section 9.3)

16. **Indemnification**. You must indemnify us against any and all losses, costs, expenses (including reasonable attorneys' fees), court costs, claims, demands, damages, liabilities, arising from your ownership or operation of the Franchised Business. (Franchise Agreement, Section 11.2)

17. **Right to Increase Fees**. With the exception of the Royalty Fee required in Section 6.2 of the Franchise Agreement, NAPC has the right to increase the fees in Section 6 of the Franchise Agreement with 90 days advance written notice. (Franchise Agreement, Section 6.18)

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

EXPENSE	ESTIMATES LOW	ESTIMATES HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Initial Franchise Fee See Note 1	$49,500	$49,500	Cashier Check or as determined by NAPC	At signing	NAPC
Travel Expenses and meals while training See Note 2	$0	$1,500	As required	As incurred	NAPC or Vendors
Furniture, Fixtures, Racks & Equipment See Note 3	$4,000	$12,000	Check on order	Before opening	Vendors
Additional Funds – first 6 months See Note 4	$16,000	$70,000	As required	As incurred	Various
Additional Misc. Fees & Expenses See Note 5	$5,000	$7,500	As incurred	Before Opening	Various
TOTAL **See Note 6**	**$74,500.00**	**$140,500.00**			

All fees in the table above are approximate based on the most recent suggested retail pricing from the manufacturers and vendors. These prices do not include freight from these vendors to your location.

Notes to Item 7

1. Initial Franchise Fee will be payable by you upon execution of the Franchise Agreement and your approval by us. The Franchise Fee is fully earned and non-refundable.

2. If you are a new or transferee franchisee, the bulk of your initial training program will be held remotely but you may be required to travel to our corporate headquarters in Bedminster, New Jersey, or other place we designate, to receive a portion of the required training. You will be responsible for the cost of transportation, hotel and meal expenses during training.

3. You will be required to purchase a new personal computer or laptop or provide proof that your current computer or laptop is appropriate to run the software applications and the requisite security software we require. You must also purchase a printer/scanner, modem, and related connections. Franchisees who do not have furniture, fixtures, printers, equipment, distribution racks and signage may purchase them from any legitimate distributor. The "Low" number includes computer, printer/scanner, modem, related connections and a limited number of racks and the "High" number also includes estimates for office furniture, equipment and a larger quantity and quality of racks.

4. You will need operating and working capital to support the ongoing expenses of your business, including royalties and the purchase of required services from us, as well as your living expenses (if your Natural Awakenings magazine is your only source of income) during the first six months, such as payroll, utilities, rent, software fees, etc. New businesses often generate a negative cash flow. We believe that the amount estimated will be sufficient to cover ongoing expenses during the start-up phase of business; however, we provide no assurances that additional operating or working capital will not be necessary during this initial start-up phase or at other times in the future.

5. This miscellaneous category includes any business licenses, temporary labor and supplies, insurance, and other miscellaneous expenses.

6. In compiling this list of expenditures, we relied on our experience in the industry. The amounts shown are estimates only and may vary for many reasons including the size of your Territory, your capabilities, where you locate your NA Business, and your business experience and acumen. For planning purposes, please note that most costs and expenses listed in this Item 7 are not within our control and are affected more by general economic conditions than our actions. This does not include any personal living expenses, your compensation, royalty or marketing and promotion fund contributions. You should review these estimates carefully with a business advisor or accountant before making any decision to buy a franchise. We offer direct financing to you for your Initial Franchise Fee (see Item 10), however, if you choose not to use our direct financing for the Initial Franchisee Fee, all or part of your investment may be financed by a bank or other lending institution on terms we cannot estimate. Once you sign the Franchise Agreement, no payment you make to us is refundable.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Supplies and Suppliers

You must operate the NA Business according to our System standards. System standards include the matters in the Operations Manual and they may regulate among other things, the types, models and brands of required equipment, signs, stationery, promotional materials and other items necessary to operate the NA Business. We require you to purchase from NAPC, our affiliates, designated vendors and/or approved vendors. In other instances, you may select a vendor of your choice and submit such vendor information to NAPC for its approval. We provide all branding specifications to be used by you whenever branded products are purchased. Vendors that you purchase from must use our approved branding specifications.

Any item used in the NA Business must conform to our established standards and specifications. We apply the following general criteria in approving a proposed supplier:

1. Ability to provide sufficient quantity of product;

2. Quality of products and/or services at competitive prices;

3. Production and delivery capability; and

4. Dependability and general reputation.

We may revoke approval of a supplier if a supplier no longer meets these general criteria. You will receive notice of our approval or disapproval of a proposed supplier within 30 days of our receipt of all pertinent information.

If you would like to use any product, material, equipment or supply or purchase any products from a supplier that is not designated or already approved by us, you must obtain our prior written approval. In that case, you must notify us and submit to us all information, specifications and samples that we may request regarding a supplier, service or product proposed by you. We may require that our representatives be permitted to inspect the proposed supplier's facilities and that samples from the proposed supplier be delivered to us for evaluation and testing. We have the right to determine whether such supplier's goods or products meet the System standards and our specifications and may approve or disapprove any proposed supplier. We will typically provide a response to such written request within 30 days from the date we receive your written request and the necessary items we require for review. Although products, services or suppliers may be approved by us, we and/or our affiliates expressly disclaim all warranties, including warranties of merchantability and fitness for any particular purpose, with respect to products, services, fixtures, furniture (including without limitation any required computer systems), signs, stationary, supplies or other approved items sold to or provided to you by us or any third-party. We reserve the right to designate exclusive suppliers, the right to designate us or our affiliate(s) as an approved or exclusive supplier, and the right to earn fees on Franchisee purchases from suppliers. We do not charge you a fee to obtain our approval for a supplier.

Currently, we require you to purchase from us: layout services and technology services, including technology licensing, website hosting, customer relationship management (CRM), digital marketing applications, accounting software subscription, other subscription services, enterprise-wide operations systems, mobile application, payment gateway, data hosting, email, IT security, and other technology services or software that NAPC requires and may add in the future. You pay us the Layout Services Fee and the Technology Fees for these services. We are your only source for these services. We may require you to purchase other products and/or services from us or our affiliate in the future.

Your website must be purchased from NAPC and maintain consistency of brand appearance and standards. The "home" page of your website must also include "membership call to action' with a hyperlink to the "membership benefits" webpage to join the Natural Awakenings online community and the KnoWEwell Regenerative Whole Health® Hub. Your website must also contain a webpage with redirect to NAPC website entitled "Purchase a Franchise".

We may also require you to purchase bookkeeping, insurance, publishing, editorial, proofreading, printing, and distribution services from our designated or approved suppliers in the future.

You will also be required to market and participate in our subscription-based magazine and mobile app co-branded as *Knatural Awakenings*.

Our Chief Marketing Officer, Mr. Banionis, owns Flip 180, LLC, which is the company that will be providing the layout services, and may provide marketing agency services, to our franchisees. Our CEO, Kimberly Whittle, owns an interest in KnoWEwell. None of our other officers, directors and members own an interest in any of our approved or required suppliers.

Standards and Specifications

You are obligated to purchase items that meet our minimum guidelines, standards and specifications. Our guidelines, standards and specifications may impose minimum requirements for quality, uniformity, design and appearance. Those will be communicated to you in our Operations Manual or otherwise in writing. Presently, we have established guidelines, standards and specifications for all advertising, promotion and logo use. You must adhere to our guidelines, standards and specifications for content, size, color paper stock and typeface. You must publish a minimum of 5,000 copies of your Natural Awakenings Magazine each month for the first six (6) months and 7,500 copies of your Natural Awakenings Magazine each month for the seventh and all other months of the Initial Term and each Renewal Term. Your digital magazine and offer to purchase *Knatural Awakenings* online subscription-based magazine, must also be available in a digital format on the home page of your website. All advertisements are subject to our approval or disapproval, and we must be given at least 10 business days to review your advertisements. If we or our designated agent fails to respond to you in 10 business days, then such advertisements will be deemed to be approved by us. We will also provide you with an array of operating forms and other supplies which you will reproduce and must use in the operation of your NA Business, as defined within our Operations Manual and other materials.

Computer Hardware and Software

You are required to purchase and utilize computer hardware and software as more fully described in Item 11 of this Franchise Disclosure Document.

Insurance

Minimum Standards and Limits for Certain Types of Insurance Coverage. We prescribe minimum standards and limits for certain types of insurance coverage. You should seek counsel on any insurance coverage above and beyond these minimums to ensure your business is covered properly. We may modify the required minimum limits of insurance coverage from time to time by written notice to you, by means of supplements to the Operations Manual or otherwise. Upon receipt or attempted delivery of such written notice, you must immediately purchase insurance conforming to the newly established standards and limits we prescribe. You must obtain and keep in force throughout the term of the Franchise Agreement and for a period of one (1) year from the date of the last delivery of Services hereunder, policies of insurance providing the following coverage, issued by an insurer with a minimum rating of A by A.M. Best:

a) Commercial general liability insurance and contractual liability insurance with a minimum limit of One Million Dollars ($1,000,000) combined single limit coverage per occurrence. Such insurance may not have a deductible or self-insured retention of over Five Thousand Dollars ($5,000).

b) Professional liability insurance in the coverage amounts, if any, required by applicable state law or by NAPC from time to time in its reasonable discretion.

c) Fire and extended coverage insurance on your Franchised Business and property in an amount adequate to replace both the Office and the property in case of an insured loss.

d) Business interruption insurance in sufficient amounts to cover the rental of the Office, previous profit margins (in order that we receive the monthly payments, which would have been due were it not for the interruption), maintenance of competent personnel and other fixed expenses during the life of the business interruption.

e) Workers' compensation and employer's liability insurance in the amount required by statute, unemployment insurance and state disability insurance (as required by law).

f) Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement.

Additional Insureds. Except for workers' compensation coverage, all policies are to contain language making NAPC an additional insured as our interest may appear for Claims relating to, arising out of, or made in connection with, the Franchise Agreement.

Certificate of Insurance. You must submit a certificate of insurance or coverage letter to us, on or before the date the Franchised Business is open for Business and thirty (30) days prior to the execution of any Renewal Agreement or upon our request. The certificate(s) of insurance or coverage letters delivered to us will specify the dates such coverage expires and provide further that you must provide thirty (30) days prior written notice to us of any cancellation of coverage, material reduction in the amount of coverage or elimination of coverage.

Miscellaneous

There are currently no purchasing or distribution cooperatives. We may negotiate discounted group rates, as we deem appropriate, for purchases of office supplies, printing, and other items necessary for the operation of the NA Business.

In 2022, neither we nor KnoWEwell receive any revenues from the sale of products or services to franchisees. However, we expect that we and KnoWEwell will receive revenues in 2023 from the sale of required and optional products and services to our franchisees.

Neither we, KnoWEwell or our affiliates currently receive payments, rebates or other material consideration from suppliers based on required purchases or leases by franchisees. However, we, KnoWEwell and our affiliates reserve the right to receive rebates or other benefits based on purchases by franchisees, which we may retain for ourselves and/or themselves and for our and/or their benefit alone, in our sole discretion.

We estimate that approximately 61% of your expenditures and purchases in establishing your NA Business and less than 35% of your expenditures on an ongoing basis will be for goods and services which are subject to sourcing restrictions (that is, for which supplies or suppliers we must approve, require you to use, or which must meet our standards or specifications).

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional businesses) based on whether or not you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved vendors in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition of lease	Not Applicable	Item 11
b. Pre-opening purchases/leases	Section 7.25	Items 7 and 11
c. Site development and other pre-opening requirements	Not Applicable	Item 7 and 11
d. Initial and ongoing training	Sections 4.1 and 7.7	Item 11
e. Opening	Section 7.1	Items 11

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
f. Fees	Sections 3.6, 4.1, 4.5, 6.1 – 6.6, 6.8 – 6.10, 6.11, 7.7, 9.3, 10.4, and 18.5	Item 5, 6 & 7
g. Compliance with standards & policies/ Operating Manual	Sections 4.6 and 7.2	Item 11
h. Trademarks and proprietary information	Sections 12.1 – 12.2, 14.1 – 14.5	Item 13
i. Restrictions on products/services offered	Sections 3.5, 7.9, 7.26	Items 8
j. Warranty and customer service requirements	Not Applicable	None
k. Territorial development and sales quotas	Sections 3.3 and 7.15	Item 12
l. Ongoing product/service purchases	Section 7.25	Items 8
m. Maintenance, appearance & remodeling requirements	Not Applicable	None
n. Insurance	Sections 10.1 – 10.6	Items 7 and 15
o. Advertising	Sections 8.1 – 8.4	Items 6, 11 & 12
p. Indemnification	Section 11.2	Item 15
q. Owner's participation/management/staffing	Section 7.5	Item 15
r. Records/reports	Sections 9.1 – 9.2	Item 6, 11 & 12
s. Inspections/audits	Sections 7.17 and 9.1	Item 6 and 11
t. Transfer	Sections 18.1 – 18.9	Item 6 and 17
u. Renewal	Sections 3.6.2 – 3.6.3	Item 17
v. Post-termination obligations	Sections 19.5 – 19.8	Item 17
w. Non-competition	Sections 13.1 – 13.5	Item 17
x. Dispute resolution	Sections 22.1 – 22.11	Item 17
y. Other: Guarantee of franchise obligations	Sections 1.11 and 16.2.4	Item 22

ITEM 10 FINANCING

We offer qualified franchisees the opportunity to pay part of the Initial Franchise Fee in installments. The term of payments will depend upon our evaluation of your creditworthiness. The Promissory Note must be personally guaranteed by individual Guarantors as well as the Franchisee. The following table includes the options for the terms of the Promissory Note. The Promissory Note does not require the franchisee to waive defenses or other legal rights and does not bar the Franchisee from asserting a defense against the Franchisor or any assignee. See Exhibit E for a sample of the Promissory Note you will be required to sign if we offer you this opportunity.

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Initial Franchise Fee	NAPC	$25,000	$24,500	4	Prime Rate +1%	Currently, $612.60	None	None	Outstanding balance of Note and all accrued and unpaid interest	Termination of Franchise Agreement
Initial Franchise Fee	NAPC	$25,000	$24,500	5	Prime Rate +1.5%	Currently, $517.54	None	None	Outstanding balance of Note and all accrued and unpaid interest	Termination of Franchise Agreement

Other than the Initial Franchise Fee, we do not offer direct or indirect financing. We do not guarantee your note, lease or other obligations. We offer only direct financing for the Initial Franchisee Fee; however, we retain the right to sell, assign, transfer or grant a security interest in the Promissory Note and any amounts you owe to us and to delegate the right to collect such amounts to third parties.

ITEM 11 FRANCHISOR'S OBLIGATIONS

Except as listed below, NAPC is not required to provide you with any assistance.

Before you Open your Business, NAPC will:

1. **Site Requirements**: NAPC does not have any requirements for the location or appearance of your office space. We do not need to approve your site. We recommend you operate from your home office (See Franchise Agreement, Section 5).

2. NAPC will define and designate your territory (See Franchise Agreement, Section 3.3).

3. NAPC will provide a list of computers, furnishings, fixtures, equipment, distribution racks, computer hardware and software and supplies for your direct purchase to be used in your Franchised Business (See Franchise Agreement, Section 7.25).

4. NAPC provides an initial training program for you, your business manager, and your designated responsible agent (Franchise Agreement, Section 4.1)

5. Prior to the commencement of your Franchised Business and for a period of 30 days after you open for Business, NAPC will provide opening business and management consultation pertaining to the operation of the Franchised Business and effective implementation of the NAPC System through telephone conferencing or online communication. The timing of such opening business and management consultation will be subject to the availability of NAPC personnel, and may be conducted off-site, by telephone, through electronic or other communication devices, as NAPC deems appropriate. (Franchise Agreement, Section 4.2)

6. NAPC will assist Franchisee with website setup and assist Franchisee with NAPC provided content for Franchisee's website. We must approve your website prior to making the site available to the public. (Franchise Agreement, Section 4.4)

7. NAPC will loan you our operations manuals (collectively "the "**Manuals**"), proprietary business and advertising materials and other proprietary materials that we may publish and distribute to you periodically. (Franchise Agreement, Section 4.6) The NAPC Operations Manual and its online version are not to be duplicated or distributed to any person outside of your staff. Any violation of our proprietary rights will be cause for your default of the NAPC franchise agreement.

Opening

NAPC estimates that it will take no more than six (6) months after you sign a franchise agreement to publish your first Natural Awakenings print magazine. Within 30 days from signing the franchise agreement, you must establish your website and publish your first digital magazine on your website. The factors that affect this time are the ability to attend training program, difficulty in arranging staffing and distribution, and soliciting advertisers. You must open your business and fulfill all the pre-opening obligations required by the Franchise Agreement and the NAPC Operations Manual within six (6) months of signing your franchise agreement, which includes publishing your first Natural Awakenings print magazine. (Franchise Agreement, Section 7.1)

During the Operation of your Franchised Business, NAPC will:

1. As further defined in the Operations Manual, NAPC will assist in providing layout services for the first print publication. Thereafter, you must pay us the monthly Layout Services Fee. (See Franchise Agreement, Section 6.5)

2. You may purchase graphic design, editorial services for writing, editorial review, proofing and publishing of local content from NAPC, NAPC approved vendors, or obtain NAPC's prior written approval of alternative suppliers of such services. (Franchise Agreement, Section 7.9.1)

3. NAPC will furnish to Franchisee such assistance in connection with the operation of the Franchised Business that NAPC determines, in its discretion, are advisable. NAPC's representatives may render support services off-site, by telephone, through electronic or other communication devices or means, as NAPC deems appropriate. The timing of all such support services will be subject to the availability of NAPC's personnel. There is no particular type of assistance that is required to be provided by NAPC at any time or on an ongoing basis. (See Franchise Agreement, Section 4.3)

4. NAPC will maintain its proprietary website and host Franchisee's website (Franchise Agreement, Section 4.4).

5. Provide you with monthly editorial materials (Publishers Options Packages (POP)) and Cover Art options that you will use in the production of your magazine and website (See Franchise Agreement, Section 7.2).

6. Provide you with layout services for your magazine and will charge the monthly Layout Services Fee and any additional fees based on the current rate card and the number of pages you publish. You are responsible for the final review and approval of your local magazine. (See Franchise Agreement, Section 6.5).

7. Maintain its software system for customer inquiries and sales (Section 4.5.1).

8. Maintain the National Advertising Fund. (Franchise Agreement, Section 6.11)

Advertising Services:

1. NAPC does not have requirements for you to place advertising outside of your own Natural Awakenings magazine. (Franchise Agreement, Section 6.7)

2. You will prepare and place your own local advertising, at your own cost, using the specifications and standards for approved advertising located in your Operations Manual (See Franchise Agreement, Section 6.7). You may request NAPC to furnish you with advertising samples that may have been previously used. Any material that you prepare to advertise your Natural Awakenings magazine must be approved by NAPC prior to its use.

3. NAPC has the right to sell up to two pages of advertising in your Natural Awakenings magazine and to keep all of the revenues from these advertisements. In addition, NAPC has the right to market and administer to national and regional advertising customers for the benefit and placement in multiple issues/NAPC franchises (the "**National Advertising Program**"). Franchise owners are prohibited from joining together to solicit national advertisers with special discounts, placements, design/layout or services of any kind. This is the exclusive right of NAPC, except where written permission has been granted by NAPC. You must accept advertising from NAPC for national and/or regional advertisers. NAPC will pass on to you the net revenues from these National Advertising agreements less a NAPC commission of 25% to recover NAPC costs of implementing and soliciting these national and regional advertisers. (See Franchise Agreement, Sections 4.5 and 6.3)

4. As a Natural Awakenings magazine owner, you are required to participate in the National Advertising Program and may be required to participate in other marketing and advertising programs and opportunities under our required terms and conditions. You are subject to the National Advertising Default Fee if you fail to run an advertisement required by the National Advertising Program and termination if this occurs on 3 or more occasions. (Franchise Agreement, Section 4.5.2)

Advertising Programs

Local Advertising

You will have no requirements to advertise outside of your Natural Awakenings magazine. There is no requirement to participate in a local or regional advertising cooperative at this time. If you plan to advertise outside of your Natural Awakenings Magazine, you may only use advertising furnished or approved in writing in advance by us. NAPC does not pay for any advertising, identification or promotion by you. You must conduct all advertising which utilizes the Proprietary Marks or refers in any way to the NA Business in a dignified manner, and in a manner calculated to avoid fraud, deception, misrepresentation and/or embarrassment, shame, disparagement or liability of any type or nature whatsoever accruing to us, you, the NA Business, the NAPC System, or NAPC Affiliates. You must conform all advertising to all applicable laws, rules and regulations as well as the standards, specifications and requirements in the Operations Manual. If we discover that you have not done so, we will notify you in writing of the facts, which we believe have given rise to a breach. If you do not cure the breach within three (3) days following delivery of the notice, then we may terminate or remove any unauthorized advertising at your expense. We also will be entitled to terminate the Franchise Agreement immediately upon notice to you.

Except for local advertising materials, programs and campaigns furnished by you to us, and for which we have granted our approval, you must submit to us for approval, before use or dissemination, copies of all proposed advertising placed outside of your Natural Awakenings magazine.

National Advertising Fund.

1. In addition to the National Advertising Program described above, you must contribute to the National Advertising Fund a monthly fee of 3% of your monthly Gross Revenue. (Franchise Agreement, Section 6.11)

2. We are establishing a Marketing and Advertising Steering Committee, as well as other business steering committees. Each steering committee includes at least three volunteer franchisee representatives to help strategically identify and plan to optimize business resources, investment for the benefit of the NAPC brand and local franchisees.

3. If we establish affiliate or corporate-owned NA Businesses, they may contribute to the National Advertising Fund on the same basis as other franchisees.

4. We will administer the funds contributed to the National Advertising Fund ("**Fund**"), as we deem appropriate. We will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. The Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the NAPC System. We and our designees undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising or marketing impacts or penetrates your Franchised Business or Approved Territory. The Fund is not a trust, and we are not a fiduciary with respect to the Fund. We will have the right to be reimbursed for our out-of-pocket expenses out of the Fund and to be paid a reasonable administrative fee for time and efforts in administering the Fund. This administration fee will not exceed 20% of funds collected.

5. The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine, newspaper or other advertising campaigns and other public relations activities) and employing advertising and promotional agencies or other advisors, including in-house employees or independent contractors, to assist in these activities; paying interest on monies borrowed by the Fund from third parties unaffiliated with NAPC; providing customer service surveys to Natural Awakenings franchisees; market research, market studies and customer satisfaction surveys; website, extranet, Intranet or mobile application development, implementation and maintenance; development, implementation and maintenance of a website that permits electronic commerce and/or related strategies; public relations and community involvement activities and programs; purchasing artwork and other components for advertising; conducting market research; creative development, preparation, production and placement of video, audio and written materials, electronic media and other marketing or promotional materials; sponsorship of sporting, charitable or other special promotional events, if NAPC chooses to do so at its sole discretion; and any reasonable administrative costs and overhead that Franchisor may incur in activities reasonably related to the administration or direction of the Advertising Fund and advertising programs, including, without limitation, bank fees; collecting and accounting for assessments for the Advertising Fund; and, other costs and overhead Franchisor incurs. NAPC need not maintain the sums paid by franchisees to the Fund or income earned from the Fund in a separate account from the other funds of NAPC, but NAPC may not use these amounts for any purposes other than those provided for in this Agreement. NAPC may, however, expend the Fund for any reasonable administrative costs and overhead that NAPC may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing, advertising and promotional materials; working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the Fund. The Fund may be used for advertising agency fees to secure the services of an advertising agency or to have print or broadcast advertising placed by an agency.

6. The monies contributed to the Fund will not be audited. NAPC will have no obligation to prepare or distribute to Franchisee any audited (or unaudited) statements detailing Fund income and expenses. If you send NAPC a written request, NAPC will provide Franchisee with an accounting of how the Fund contributions were spent during NAPC's last fiscal year within a reasonable time after NAPC receives your request, but never earlier than 45 days from when such information is made available.

7. NAPC expects to expend most contributions to the Fund for marketing, advertising and promotional purposes during the fiscal year when the contributions are made. If NAPC expends less than the total sum available in the Fund during any fiscal year, NAPC may either expend the unused sum during the following fiscal year or roll it over to be used at the appropriate time as determined by NAPC. If NAPC expends an amount greater than the amount available in the Fund in any fiscal year (not including any sum required to be expended because NAPC did not expend all the sums in the Fund during the preceding year), NAPC will be entitled to reimburse itself from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year.

8. The Fund was not yet established in 2022. Since no funds have been collected for the National Advertising Fund during our most recently concluded fiscal year, we have not spent funds on production, media placement, administrative expenses, or any other use.

9. Although the Fund is intended to be of perpetual duration, NAPC maintains the right to terminate the Fund at any time. NAPC will not terminate the Fund, however, until it has expended all money in the Fund for marketing, advertising and promotional purposes.

10. We may spend advertising funds to principally solicit new franchise sales.

Computer Systems and Software: We require you to use a computer to operate your NAPC Business. Windows or Apple products can be utilized for compatibility of advertising and creative processes between NAPC, you, advertisers, printers, graphic designers, layout, editors, proofreaders, and creative others.

We will provide specifications for your direct purchase of required computer hardware and software to operate your NA Business and maintain security. The compatible computer requirements, as further defined in the Operations Manual, include hardware to accommodate required storage space with color printers. The specified computer hardware and software are required for each franchisee to have a common set of tools for compatibility of systems and to facilitate our support of your systems. (Item 7 includes the estimated initial costs of hardware and software) (See Franchise Agreement, Section 7.10)

To produce your Natural Awakenings magazine you must have the equipment and software listed in the Operations Manual. The currently required equipment includes, but is not limited to, a personal computer or laptop, a printer/scanner, modem, and related connections ("Computer System"). The currently required software (“Software”) includes, but is not limited to, the most current versions of Adobe Creative Suites, electronic signature software, Microsoft Office, malware specified or approved by NAPC, CRM software, accounting software, licensed image software, and our e-mail, security, layout and enterprise-wide operations systems, and cloud storage. We estimate your initial costs for the Computer System will range between $3,100 and $5,100. Additionally, we estimate your on-going monthly Software fees, in addition to your Technology Fees, will range between $600 and $1,200 per month, which are subject to change. NAPC is in the process of developing a proprietary enterprise-wide operations systems, which we expect to rollout in 2023. You will be required to use and purchase this software from us, the cost of which is included in the Technology Fees.

You are responsible for all ongoing maintenance, repairs and upgrades to the Computer System and Software. We estimate that the annual cost for you to provide maintenance, repair or updates to the Computer System will not exceed $400.

If we find it will provide economically or systemically beneficial to you and to us, we may require you to upgrade or modify your computer, as necessary, to ensure that your Computer System and Software is sufficiently compatible with our computer system and software such that your Computer Systems and Software may communicate electronically with our computers or provide us with access to the information on your Computer Systems and Software. We may also require you to add memory, ports, accessories, peripheral equipment and additional, new or substitute software programs and/or hardware. We will notify you in writing at least sixty (60) days in advance of any such change in requirements.

We will have independent access to the information that will be generated or stored in the Computer System and Software. The data that will be generated or stored in the Computer System and Software will be customer information, sales information and logistical magazine printing volume and other figures related to the operation of the franchise. We may access all information about the operation of your NA Business, including customer and sales information at any time. There are no contractual limitations on our right to access the information.

Computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. We have taken reasonable steps to ensure that these problems will not materially affect the System. We do not guarantee that information or communication systems supplied by us or our suppliers will not be vulnerable to these problems. You are solely responsible for protecting yourself from these problems. You must also take reasonable steps to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, are reasonably protected. This may include taking reasonable steps, including steps that we may require, to secure your systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

Training Programs

NAPC will conduct your initial training via a comprehensive "New Publisher Training Program" to educate you regarding how to operate your Natural Awakenings magazine business (See Franchise Agreement, Section 4.1). The Program is administered through a multimedia combination of online self-paced courses and scheduled live online training. Because of the variety of skill sets and experience that people have when they become franchisees, there is no predetermined number of hours for initial training. Training is customized according to each new franchisee's needs within the scope of our Program and is approximately 2 to 5 days in duration.

Training will be held at a location(s) of NAPC's choice prior to the opening of your business. Training is typically conducted remotely via Internet and Videoconference, self-paced online courses and modules, on-site at the franchisee's location, at NAPC headquarters, at a facility in reasonable proximity to our headquarters, or may be conducted in any combination of these, as NAPC determines is appropriate. The Training Program is conducted as needed, and any scheduled training dates are subject to change as NAPC determines is appropriate due to changing business needs. If any travel, living, or incidental expenses are incurred by you or your employees, you will be responsible for those costs.

You must appoint a Responsible Agent who will personally and directly supervise the operation of the Franchised Business and may also serve as the Business Manager. You, the Responsible Agent and Business Manager must attend and successfully complete the Natural Awakenings initial training program. If you are not directly involved in the management of your Natural Awakenings magazine business, NAPC requires that you hire a Business Manager who will be responsible for all day-to-day administrative and management functions related to the Franchised Business and who must attend and successfully complete the Natural Awakenings training program. If you have more than one Business Manager responsible for the production of your Natural Awakenings magazine, each are required to attend and successfully complete our training program.

The New Publisher Training Program is administered through a multimedia combination of online self-paced courses and scheduled live online training. The table below represents the major training components for operation of the NA franchise.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-Site/On-The-Job Training	Location
Orientation: Introduction to Natural Awakenings—History & Objectives; Magazine Overview; Web-Based Tools of the Trade Overview	1–4	0	Online/Remote
Introduction from Our Founder, Classroom Training Overview & Magazine Production Flow of Processes	2	0	Online/Remote
Magazine Layout & Design	1–3	0	Online/Remote
Advertising & Creative Design	.5	0	Online/Remote
Editorial Overview, Processes & More	1–3* **additional ongoing training/coaching occurs remotely throughout launch period*	0	Online/Remote
Printing & Distribution	2–4	0	Online/Remote
Sales & Marketing	4–8	0	Online/Remote
White Label Digital Products Sales Training	1–7	0	Online/Remote
Financial Overview: Accounting* & Tracking Your Business; Accounts Receivable Process, Reporting, Forms & Templates, Record Keeping & Data Management **All business & tax compliance matters are the sole responsibility of the franchisee. Therefore, NAPC does not provide training designed to encompass federal/state/local business and/or tax compliance requirements*	1–3	0	Online/Remote
Tools & Technology & IT Security	2–5	0	Online/Remote
Total	15.5–39.5	0	

All subjects taught by NAPC executives and trained production staff.

Kimberly Whittle, CEO Ms. Whittle has been the CEO of NAPC since December 2022 to the present. From April 2017 to the present, Ms. Whittle has been the Founder and CEO of KnoWEwell P.B.C. in Bedminster, New Jersey. Ms. Whittle is a Certified Public Accountant with 25 years of experience in strategic and entrepreneurial business design and development, operations, and consulting, Big Four and

Fortune 100 experience, and was the co-founder and president of a global strategic management consulting firm.

Melanie Rankin, our Publisher Training Manager, manages our training program and provides magazine production training, from content acquisition through printing, including, but not limited to, editorial, calendars, resource guide, layout, ad efficacy, organization and content management. Ms. Rankin has been the Publisher Training Manager of NAPC Predecessor from February 2020 to December 2022, and has been the Publisher Training Manager of NAPC since December 2022. Ms. Rankin's areas of expertise encompass 35+ years and include writing and editing, graphic design, program development and training, operations management, teaching, customer satisfaction and web press printing (her husband's family business). She has a graduate degree in English, with concentrations in Composition Theory and Technical and Professional Communications. She taught Composition and Business Communications at Auburn University for 5+ years, serving as the department's Model Instructor for drop-in students and professors interested in their program. She has 15+ years' experience with Natural Awakenings, having served as Managing Editor, Magazine Layout Artist/Graphic Designer and other key positions for many of our Natural Awakenings franchises. Ms. Rankin is a former magazine owner who operated her own Natural Awakenings franchise for five years, four of which included two franchises.

Joseph Dunne, Franchise Sales, trains on aspects of advertising sales. Mr. Dunne has over 50 years of experience in general sales, B2B (business-to-business) sales and customer account management. He has over nine years' experience selling advertisements in Natural Awakenings magazines. From January 2019 to December 2022, Mr. Dunne was the Chief Operating Officer and Director of Franchise Sales for NAPC Predecessor in Naples, Florida. From January 2018 to the present, Mr. Dunne has been the franchisee of the Natural Awakenings Magazine Bucks and Montgomery Counties, Pennsylvania edition, in Bedminster, New Jersey. From January 2017 to the present, Mr. Dunne has been the franchisee of the Natural Awakenings Magazine Morris, Union, Sussex and Essex Counties, New Jersey edition in Bedminster, New Jersey. From August 2012 to the present, Mr. Dunne has been the franchisee of the Natural Awakenings Magazine Somerset, Middlesex, Hunterdon, Mercer and South Warren Counties, New Jersey edition, in Bedminster, New Jersey.

Peggy Malecki, Director of Communications, provides internal communications and intranet training. Ms. Melacki has been our Director of Communications since January 2023 and has been the owner and publisher of the Chicago Natural Awakenings Magazine for over 13 years. She facilitates training on our white label digital products through the delivery of materials and resources via the intranet and other means, and liaising with the product vendors, our sales trainer and/or training manager as needed.

Abdul Hammad, Security Director, provides infrastructure and information technology training. Mr. Hammad has been our Security Director since December 2022 and has over 16 years of industry experience.

Kristy Mayer, our Digital Content Director and Marketing Project Manager, manages and directs training and support on the use of our website platform as well as social media and other digital marketing assets. Ms. Mayer has been our Digital Content Director and Marketing Project Manager since January 2023. She works closely with new publishers to oversee the setup of their websites and serves the franchises as a resource for website guidance. Kristy has approximately 13 years of experience with Natural Awakenings managing our website content, working on the setup of franchisees' websites, and providing website training and support.

Initial training for a new NA Business is provided at no cost to you. However, if you purchased the Franchise from an existing owner and not us, then, the cost of the initial Training will be $3,500.

You, your Responsible Agent and Business Manager must attend the initial training program within three (3) months after signing the Franchise Agreement and complete the initial training program to our satisfaction.

We may offer additional, ongoing training as needed by you. You may be required to participate in ongoing training that may be made available through teleconference or internet training. If your required trainees do not successfully complete our initial training or if your trained management personnel are terminated and/or replaced, the new operations personnel must attend our next scheduled training course. There is a fee of $1,500 per person to attend. You must pay travel, meals and lodging expenses.

Operations Manual

NAPC's web-based Operations Manual for Natural Awakenings franchise owners is a collection of materials made available online. Its purpose is to provide the franchisee with critical information and guidance as to all aspects of developing, establishing and operating a Natural Awakenings franchise business.

The Operations Manual may also be provided in the format of written materials, eLearning modules such as videos and recorded training webinars, and other items accessible via Internet links provided within the subsections below.

NAPC may implement new policies and procedures as well as revisions and supplements to existing policies and procedures via this online resource (Operations Manual) at any time, as needed to conform to the changing needs of the Natural Awakenings franchise business system.

The Natural Awakenings Operations Manual is not to be duplicated or distributed to any person outside of the franchisee's business personnel without express written permission from NAPC. As with other proprietary information belonging to NAPC, items from our Operations Manual may be distributed to the franchisee's business personnel on an as-needed basis, only after the execution of the NAPC-approved Confidentiality/Nondisclosure Agreement between the franchisee and their staff member.

The Natural Awakenings Operations Manual includes prescribed business system instructions including forms and procedures, instructional material for sales, administration and bookkeeping, special magazine publishing and website tools including Editorial, advertising design and magazine production. All training materials, whether combined or separated, constitute the Operations Manual and is considered proprietary and confidential to the Natural Awakenings system (See Franchise Agreement, Section 4.6).

Section Number & Name	# Pages
Sales	184
Administration & Miscellaneous	10
Accounting	12
Editorial	107
Ad Design	80
Magazine Layout & Miscellaneous Production	15
Printing our Magazine	19
Distribution	8

Section Number & Name	# Pages
Total Pages in Virtual Operations Manual (if printed in full)	**435**

ITEM 12 TERRITORY

Each NAPC franchise territory carries with it the right and obligation to establish and operate one Natural Awakenings magazine business within a designated geographical aera. The Addendum to the Franchise Agreement specifies that you are granted a Territory in which no other NAPC franchise will be established (See Franchise Agreement, Section 3.3 and Schedule 2). Your Territory will consist of approximately 500,000 in general population. The population of the Natural Awakenings franchise territories is determined by the data compiled from the United States Census Bureau. Unless your Franchise Agreement is terminated due to your default, your rights are not dependent upon achieving any certain sales volume, market penetration or any other contingency.

You may not solicit advertising or accept orders from customers outside of your Territory, or use other channels of distribution, such as the internet, catalog sales, telemarking or other direct marketing, unless you receive prior approval from us. You can distribute your magazine only in your Territory.

We have the right to solicit advertisers anywhere for advertising in your magazine through our National Advertiser Program where advertisers for products and services outside your territory may wish to target your readership. You must agree to accept and place this advertising in your magazine, unless we give you our written approval. Failure to do so allows us to charge you the National Advertising Default Fee and we may terminate the Franchise Agreement if you fail to do so on three or more occasions. You must agree to the pricing offered to those National Advertisers. You must agree to the rules NAPC has set for the administrative process, including, but not limited to, timely reporting, acknowledgement and confirmation processes and invoice reporting. NAPC will bill the National Advertiser and remit to you the net of advertising rates charged less 25% sales commission and administrative fee to NAPC.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we may control.

You do not have rights or options to acquire additional franchises after executing a Franchise Agreement. You may apply for the right to operate additional Natural Awakenings Franchised Businesses under separate Franchise Agreements.

We recommend that your Franchised Business (business location) is set up in your home (home-office) within your Territory. We must approve your office and any relocation of your office, in writing. We recommend that the office for the operation of your NA Business be in your Territory; but we do not require you to do so if you can demonstrate to our satisfaction that you can adequately service your Territory.

We reserve the right to use the Marks in alternative distribution methods inside and outside of your Territory, including, but not limited to, maintaining a website that is available over the Internet. We can both use the Internet as a method of distribution. You will establish a website with the assistance of NAPC, that must meet our standards and specifications. We will provide you with approved content and graphics for your website. We are not required to compensate you for advertisements that appear on our website. In addition, we and our Affiliates have the absolute right to:

1. Develop other business concepts under other brand names, provided such concepts are not the same or similar to a Natural Awakenings Business (i.e., a free print and digital local magazine), even if the locations for the concepts are within the Approved Territory;

2. Except as provided in the Franchise Agreement, and while we do not provide compensation to you, market, distribute and sell, on a wholesale or retail basis, goods or services under any of the Marks or other brand names, by direct sale, the Internet, mail order, infomercials, telemarketing or by any other method of marketing or distribution, even if such sales are made to customers, distributors or retailers who are located in the Approved Territory; and

3. Own, operate, manage, franchise and/or license other individuals or entities to own, manage and/or operate businesses that are not the same or similar to a Natural Awakenings Business in the Approved Territory.

ITEM 13 TRADEMARKS

Under the Franchise Agreement, we grant you the right and license to use the Proprietary Marks solely in connection with the operation of your Franchised Business. You may only use those Proprietary Marks as are designated by us in writing for your use and you may use them only in the manner permitted by us. You may not, directly or indirectly, contest our ownership of, or our rights in, the Proprietary Marks. The primary Proprietary Mark that you will use to identify your Franchised Business is the "Natural Awakenings" Name and mark.

Our affiliate, Natural Awakenings Holding Corp., is the owner of the following Proprietary Marks that are registered with the United States Patent and Trademark Office (the "**USPTO**"):

Mark	Registration No.	Registration Date	Register
natural awakenings	5920574	November 26, 2019	Principal
HEALTHY LIVING HEALTHY PLANET	6677448	March 22, 2022	Principal

Natural Awakenings Holding Corp. or NAPC Predecessor has filed all required affidavits for the above listed trademark registered with the U.S. Patent and Trademark Office.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceeding regarding our Proprietary Marks.

You must follow our rules when you use these marks. You cannot use any name or mark as part of your NA magazine business except for those which NAPC has licensed to you. You may not use the NA name and marks in connection with the sale of unauthorized products or services or in a manner not authorized in writing by NAPC.

NAPC has established a certain level of integrity and standard of service and quality; and you, therefore, agree that your use of this mark in any material, printed or electronic, must be approved by NAPC prior to any printing or publication anywhere.

NAPC provides artwork and articles for your use in producing your magazine. You must obtain NAPC approval, in writing, if any of your proposed content or material or advertising described above is not in accordance with the NAPC principles.

No agreements limit NAPC's right to use or license the use of NAPC's trademarks. However, under a license agreement between Natural Awakenings Holding Corp. and us, Natural Awakenings Holding

Corp. licenses us the right to use the Proprietary Marks and authorizes us to grant our franchisees rights to use of the Proprietary Marks in accordance with the terms of the Franchise Agreement. The license agreement remains in full force and effect so long as Natural Awakenings Holding Corp. management and control remain the same as that of us, and will terminate if we make any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct our business or affairs, or it is adjudged in any legal proceeding that we or our business is bankrupt or insolvent.

You must notify NAPC immediately when you learn about an infringement of, or challenge to, your use of our trademark. NAPC will take the action we think appropriate. While NAPC is not required to defend you against a claim against your use of our trademark, NAPC will reimburse you for your liability and reasonable costs in connection with defending NAPC's trademark. To receive reimbursement, you must have notified NAPC immediately when you learned about the infringement or challenge.

You must modify or discontinue the use of the marks if NAPC modifies or discontinues them. You must not directly or indirectly contest our right to our marks, trade secrets or business techniques that are a part of our business (See Franchise Agreement, Sections 14.2 and 14.5).

NAPC does not know of any infringing uses that could materially affect your use of NAPC's trademarks.

In the case of any litigation or proceeding concerning the Proprietary Marks, NAPC's counsel will be lead counsel and NAPC's decisions with regards to any settlement will control and will be final.

NAPC will indemnify you against any actual damages and reasonable costs or expenses incurred in connection with an infringement claim against you, so long as the claim is based solely on any alleged infringement, unfair competition or other claim relating to the use of the Proprietary Marks; provided however that, NAPC will have no obligation to defend you if the claim arises out of, or relates to your use of any of the Proprietary Marks in violation of the terms of the Franchise Agreement.

You may not use any of the marks, magazine or trade name in conjunction with any other business, product or service or use the marks and magazine to endorse any product or service or business.

ITEM 14 PATENTS AND COPYRIGHTS

There are no patents (pending or otherwise) that are material to the Franchise. We claim copyright protection in many elements of the System including the design elements of our Mark, the content of our Manual, the content of our training programs, the content and design of our web site, computer software programs, and our advertising and marketing materials (our "Copyrighted Works"). These materials are considered proprietary and confidential and are considered our property, and you may use them only as provided in the Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect which limit our right to use or license the copyrighted materials. We are not aware of any infringing uses which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any copyrights or you in connection with any copyrights.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary for the operation of the Franchised Business, and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of the Franchised

Business or the System. You may disclose to your employees only the confidential, proprietary or trade secret information necessary to operate the business and then only while the Franchise Agreement is in effect.

You must acknowledge that your knowledge of the operation of a Natural Awakenings Franchise will be derived from information we disclose to you and that information, including the contents of the Manuals, is proprietary and confidential. You must agree that you will maintain the absolute confidentiality of all the information during and after the term of the Franchise Agreement, and that you will not use any of the information in any other business or in any manner we do not specifically authorize in writing.

You must operate your Business strictly in accordance with the Manual as it may be revised by the Company from time to time. You must at all times treat the Manual and the information in it as confidential, in accordance with the requirement of the Franchise Agreement.

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

You, your Designated Manager or Responsible Agent who has successfully completed NAPC's training program will be qualified to operate the business (See Franchise Agreement, Section 7.5).

Your Designated Manager and each individual who owns an interest in the franchise entity must sign a personal guaranty agreement (Franchise Agreement, Section 16.2.4 and Exhibit A) assuming the obligations of the franchise agreement and a confidentiality and non-compete agreement (See Franchise Agreement, Section 13.2 and Exhibit B).

Your Designated Manager and each individual who in such capacity that will require access, and will acquire knowledge of Confidential Information, must sign a confidential information, nondisclosure and noncompetition agreement (Franchise Agreement – Exhibit B) assuming the obligations of the franchise agreement and a confidentiality and non-compete agreement (See Franchise Agreement, Section 13.2).

ITEM 16 RESTRICTIONS ON WHAT YOU MAY SELL

NAPC requires you to sell advertising to vendors who sell or provide products or services aligned with natural lifestyles, organic and healthy foods, sustainable, green living, and whole health for people and the planet, such as those related to sustainable living, "green" ecological initiatives, holistic and/or natural or organic foods and other industries, health and wellness behaviors, alternative and/or integrative or regenerative healthcare. You may not offer or sell any service, program or product which is not a part of the NAPC System, or which NAPC deletes from the NAPC System without NAPC's express prior written approval.

NAPC has the right to add additional authorized products and or services that you are required to offer. There are no limits on NAPC's right to do so.

There are restrictions set by NAPC as to where you may distribute your Natural Awakenings Magazine. There are territory restrictions on soliciting advertising customers. You may not solicit service, advertise and offer your services, programs and products to any individual or entity outside of your Approved Territory without the written approval of NAPC. You may not distribute your magazine outside of your Approved Territory without the written approval of NAPC.

You may not join with other franchisees to offer regional or national advertisers' special rates for advertising in your magazine. The right to negotiate, establish and earn revenues/commissions from multi-territory advertisers for placements in multiple editions of Natural Awakenings magazine is further defined in the Operations Manual.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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 FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	3.6	Term is 5 years.
b. Renewal/extension of the term	3.6	For 2 additional 5-year terms subject to certain terms.
c. Requirement for you to renew or extend	3.6	Give notice, not be in default and satisfy conditions for renewal. When renewing, you may be asked to sign an agreement with materially different terms and conditions than your original Agreement.
d. Termination by you	19.1	Only with Franchisor's prior written consent.
e. Termination by us without cause	No provision	
f. Termination by us with cause	19.2 – 19.3	Only with breach.
g. "Cause" defined – curable defaults	19.3	All defaults, other than those to which there is no cure period, must be cured within 7 or 30 days.
h. "Cause" defined – non-curable defaults	19.2	Failure to timely open; competing with us; bankruptcy; felony; disclosure of our confidential information; operation outside of Approved Territory; misuse of funds/employee wages; abandonment of the Franchised Business; unauthorized change in ownership; threat to public health/safety; failure to maintain required insurance; 2 or more notices of default within any 12-month period; failure to run advertisements of National Advertiser; or breaches Section 8.2 and fails to cure within 3 days.
i. Your obligations on termination/non-renewal	19.5 – 19.8	De-identification and discontinue use of the Proprietary Marks; bring account current; assign websites, domain names, email accounts and phone numbers; provide NAPC with a list of Pendings; allow an audit to be made; return Operations Manual, customer lists and materials containing the Proprietary Marks; continue to abide by confidentiality provisions; abide by post-term non-compete covenants; assign all contracts with advertisers to NAPC or its designee.
j. Assignment of contract by NAPC	18.2	No restriction on our right to assign to company that assumes our obligations.
k. Transfer by you - defined	18.1	Transfer of ownership or assets.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
l. Our approval of transfer by you	18.3	Requires transfer fee and we have the right to approve or deny all transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	18.5	New franchisee qualifies, transfer fee paid, training fee paid, signs current agreement, general release, personal guarantee, complying with NAPC's right of first refusal.
n. Our right of first refusal to acquire your business	18.4	We have 1st option to purchase your business on the same terms as offer.
o. Our option to purchase your business.	18.4	Right of first refusal.
p. Your death or disability.	18.8	You must be assigned by estate to approved buyer within 6 months. Heirs must qualify.
q. Non-competition covenants during the term of the franchise	13.1	No involvement in any similar business subject to state law.
r. Non-competition covenants after franchise is terminated or expires.	13.2	No involvement in competing business for 2 years within the Approved Territory and the territory of any other NAPC franchisee, subject to state law.
s. Modification of the agreement	23	Modification only by agreement of parties in writing. Oral promises are not binding.
t. Integration/merger clause	24	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). *Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable*.
u. Dispute resolution by arbitration or mediation.	22.3	Any dispute or claim relating to or arising out of the Franchise Agreement must be resolved exclusively by mandatory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or another arbitration service agreed to by the parties.
v. Choice of forum	22.4	Somerset County, New Jersey or the U.S. District Court for the District of New Jersey (subject to applicable state law).
w. Choice of law	20	New Jersey law applies (subject to applicable state law) except that disputes regarding the Marks are governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

ITEM 18 PUBLIC FIGURES

NAPC does not use public figures to promote its franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about your future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kimberly Whittle, CEO, 350 Main Street, Bldg. 1, Suite 9B, Bedminster, New Jersey 07921 or kwhittle@knowewell.com, the Federal Trade Commission, and/or the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1: Systemwide Outlet Summary
For Fiscal Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	69	53	-16
	2021	53	50	-3
	2022	50	47	-3
Company-Owned*	2020	1	1	0
	2021	1	1	0
	2022	1	0	-1
Total Outlets	**2020**	**70**	**54**	**-16**
	2021	**54**	**51**	**-3**
	2022	**50**	**47**	**-4**

*Due to the Asset Purchase Transaction, the Natural Awakenings magazine in Florida that was owned and operated by our predecessor's affiliate is no longer a Company-Owned outlet.

TABLE NO. 2: Transfers of Outlets from Franchisees to New Owners (other than the Franchisor or an Affiliate) For Fiscal Years 2020 to 2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	1
	2022	0
Connecticut	2020	1
	2021	0
	2022	0
Florida	2020	1
	2021	0
	2022	0
Indiana	2020	0
	2021	0
	2022	0
Michigan	2020	0
	2021	0
	2022	0
New Jersey	2020	2
	2021	0
	2022	0
New York	2020	2
	2021	0
	2022	0
Virginia	2020	0
	2021	0
	2022	1
Wisconsin	2020	1
	2021	0
	2022	0
TOTAL	**2020**	**7**
	2021	**1**
	2022	**1**

TABLE NO. 3: Status of Franchised Outlets
For Fiscal Years 2020 to 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Colorado	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
Connecticut	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
District of Columbia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Florida	2020	11	0	1	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	1*	0	0	0	1	10
Georgia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Hawaii	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Idaho	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Illinois	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Indiana	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Louisiana	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	1	0	0	0	0	0	1

	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Michigan	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Minnesota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Jersey	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
New Mexico	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New York	2020	5	0	0	1	0	1	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
North Carolina	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Oklahoma	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oregon	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Pennsylvania	2020	7	0	1	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	0	5
Puerto Rico	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Rhode Island	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
South Carolina	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Texas	2020	4	0	0	1	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

	2022	1	0	0	0	0	0	1
Washington	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	1	0
Wisconsin	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TOTAL	**2020**	**69**	**1**	**4**	**3**	**0**	**10**	**53**
	2021	**53**	**0**	**1**	**0**	**0**	**2**	**50**
	2022	**50**	**1**	**1**	**0**	**0**	**3**	**47**

*Due to the Asset Purchase Transaction, the Natural Awakenings magazine in Florida that was owned and operated by our predecessor's affiliate is no longer a Company-Owned outlet, and is now a franchised-outlet.

TABLE NO. 4: Status of Company-Owned Outlets
For Fiscal Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	0*
TOTAL	**2020**	**1**	**0**	**0**	**0**	**0**	**1**
	2021	**1**	**0**	**0**	**0**	**0**	**1**
	2022	**1**	**0**	**0**	**0**	**0**	**0***

*Due to the Asset Purchase Transaction, the Natural Awakenings magazine in Florida that was owned and operated by our predecessor's affiliate is no longer a Company-Owned outlet.

TABLE NO. 5: Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
Florida	0	1	0
Pennsylvania	0	2	0
Nevada	0	1	0
Texas	0	1	0
TOTAL	**0**	**5**	**0**

Exhibit C.1 lists the names of all current franchises and the addresses and telephone numbers of their outlets as of December 31, 2022.

Exhibit C.2 lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not-renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year ending December 31, 2022, or who had not communicated with us within 10 weeks of the issuance date of this Franchise 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 three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We do not have any trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed; and, no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Exhibit B contains NAPC's unaudited opening balance sheet as of December 1, 2022. **We have not been in business for three years or more, and cannot include all financial statements required by the FTC's Franchise Rule**. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED THEIR OPINION WITH REGARD TO THE CONTENT OR FORM.

ITEM 22 CONTRACTS

If you are a corporation or partnership, each of your principals must sign a personal guaranty of your obligations to NAPC under the Franchise Agreement. The following agreements are attached as exhibits to this Franchise Disclosure Document:

Exhibit D	Franchise Agreement (including the following attachments):	
	Schedule 1:	Trade Names, Trademarks, Service Marks and Proprietary Marks
	Schedule 2:	Natural Awakenings Franchise in Approved Territory
	Schedule 3:	Initial Franchise Fee; Responsible Agent; Guarantors; Active Domain Names and E-Mail Addresses; Active Telephone Numbers; Assumed Business Name
	Exhibit A:	Personal Guarantee Agreement
	Exhibit B:	Confidential Information Nondisclosure and Noncompetition Agreement
	Exhibit C:	Limited Power of Attorney
	Exhibit D:	Form of Franchise Compliance Certification
	Exhibit E:	Renewal Addendum
	Exhibit F:	State Specific Addenda to the Franchise Agreement
Exhibit E	Promissory Note	
Exhibit F	State-Specific Addendum	
Exhibit H	Receipts	

ITEM 23 RECEIPTS

The last pages of this Disclosure Document, Exhibit H, are detachable Receipts. Please sign and date one copy and return it to us. Retain the other copy for your records.

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Department of Financial Protection & Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Commissioner of the California Department of Financial Protection & Innovation 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	Same
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1600	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1230 "O" Street, Suite 400 Lincoln, NE 68508 P.O. Box 95006 Lincoln, Nebraska 68509-5006 402-471-2171	Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	New York State Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	Secretary of State of New York 99 Washington Street Albany, New York 12231

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048	Director, Rhode Island Department of Business Regulation Same address
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-3563	Director of the South Dakota Division of Insurance, Securities Regulation Same Address
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX: 801-530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT B

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Natural Awakenings Publishing Corp
Balance Sheet
As of December 1, 2022

UNAUDITED

ASSETS		
Current Assets		
Cash and cash equivalents	$	200,001
Prepaid Expenses		2,861
Total Current Assets		**202,862**
Fixed Assets		
Computer Equipment		5,000
Total Fixed Assets		**5,000**
Other Assets		
Goodwill		62,500
Intangible Assets		245,000
Total Other Assets		**307,500**
TOTAL ASSETS	**$**	**515,362**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Due to NAPC FL	$	2,861
Loan KnoWEwell (ST)		175,000
Loan Payable NAPC FL (ST)		50,000
Total Current Liabilities		**227,861**
Long-Term Liabilities		
Loan KnoWEwell		37,500
Loan Payable NAPC FL		150,000
Total Long-Term Liabilities		**187,500**
Total Liabilities		**415,361**
Equity		
Common Stock		1
Additional Paid-In Capital		100,000
Retained Earnings		0
Total Equity		**100,001**
TOTAL LIABILITIES AND EQUITY	**$**	**515,362**

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT C

ROSTER OF FRANCHISEES

EXHIBIT C-1
ROSTER OF FRANCHISEES
As of December 31, 2022

ALABAMA	
Gulf Coast Alabama/Mississippi TeamWorks, LLC Michelle Smith	123 Fig Avenue Fairhope, AL 36532 (251) 990-9552
ARIZONA	
Phoenix Desert Sky Publishing, LLC Tracy Patterson	17470 N Pacesetter Way Scottsdale, AZ 85255 (480) 589-8800
Tucson Naturally Tucson, LLC Holly Baker	4880 N. Sabino Canyon Rd., #12149 Tucson, AZ 85750 (520) 760-2378
CONNECTICUT	
Fairfield & Southern Litchfield Counties Erica Mills	241 Catherine Street Buchanan, NY 10511 (203) 885-4674
New Haven & Middlesex Counties LLJ Enterprises, LLC Gail Heard	229 Branford Road #206 North Branford, CT 06471 (203) 988-1808
FLORIDA	
Broward County (Ft. Lauderdale Area) SQ International, LLC Susan Q Wood	3900 Galt Ocean Dr., Ste. 1403 Ft. Lauderdale, FL 33308 (954) 630-1610
Jacksonville / St. Augustine Go Direct Marketeam, LLC Rebecca Young	PO Box 731466 Ormond Beach, FL 32173 (386) 736-3838
Central Florida / Greater Orlando Margaret Jones	PO Box 2230 Winter Park, FL 32790 (407) 628-0705
Palm Beach County SQ International, LLC Susan Q Wood	3900 Galt Ocean Dr., Ste. 1403 Ft. Lauderdale, FL 33308 (954) 630-1610
Northwest FL (Pensacola/Panama City/Emerald Coast Area) Daralyn Chase	PO Box 945 Destin, FL 32540 (888) 228-8238
Sarasota, Manatee, Charlotte & DeSoto Counties Janet Lindsay	4305 62nd St. E. Bradenton, FL 34208-6663 (941) 564-0885
Tampa Bay (Hillsborough & Pinellas Counties) Natural Awakenings of Tampa Bay, Inc. Debbey Wilson	1117 Pinellas Bayway S. #102 Tierra Verde, FL 33715 (727) 865-9339
Collier/Lee County, FL Natural Awakenings Magazine, Inc. Sharon Bruckman	4851 Tamiami Trail, Suite 200 Naples, FL 34103 239-434-9392
Space & Treasure Coast Kris Urquhart & Laurie Davey	14307 Royal Lytham Ct Orlando, FL 32828 (321) 426-0080
Volusia / Flagler Counties Go Direct Marketeam, LLC Rebecca Young	PO Box 731466 Ormond Beach, FL 32173 (386) 736-3838
GEORGIA	
Atlanta Awakenings Atlanta, Inc. Paul Chen	1402 Dancing Fox Road Decatur, GA 30032 404-474-2423

ILLINOIS	
Chicago Cultivating Consciousness, LLC Peggy Malecki	PO Box 72 Highland Park, IL 60035 (847) 858-3697
LOUISIANA	
Acadiana Edition (Lafayette Area) Liteon Investments, LLC Steve & Michelle Castille	100 E. Angelle St. Carencro, LA 70520 (337) 280-3363
MASSACHUSETTS	
Boston Daisy Publishing, Inc. Maisie Raftery	829 Greenwich Ave. Warwick, RI 02886 (617) 906-0232
MICHIGAN	
Greater Ann Arbor John & Trina Voell	P.O. Box 2717 Ann Arbor, MI 48106 (734) 757-7929
Western Michigan Gallina Ventures, LLC Pamela Gallina	18881 N. Fruitpoint Rd. Spring Lake, MI 49456 (616) 604-0480
East Michigan Michigan Healthy Living & Sustainability Inc. Jerry & Tracy Neale	P.O. Box 283 Oxford, MI 48371 (248) 628-0125
Detroit/Wayne & Monroe Counties Healthy Living Michigan, LLC John & Trina Voell	P.O. Box 2717 Ann Arbor, MI 48106 (734) 757-7929
MINNESOTA	
Twin Cities Bold Expressions LLC Candi Broeffle	PO Box 292 Moose Lake, MN 55767 (763) 270-8604
NEW JERSEY	
Bergen & Passaic Counties Anil Singh	247 Ehret St. Paramus, NJ 07652 (201) 781-5577
Hudson County Claire Byers	PO Box 4155 River Edge, NJ 07661 (201) 264-4290
Central NJ (Somerset/Middlesex/Hunterdon & Mercer Counties and S. Warren County) Full Circle Resources, LLC Joseph Dunne & Asta Dunne	388 Terrace Lane Bedminster, NJ 07921 (908) 405-1515
Ocean & Monmouth Counties The New Day Shift, Inc Sharon Shaffery	P.O. Box 61 Leonardo, NJ 07737 (732) 230-7337
North Central NJ (Essex, Morris, Sussex & Union Counties) Full Circle Resources, LLC Joseph Dunne & Asta Dunne	388 Terrace Lane Bedminster, NJ 07921 (908) 405-1515
South Jersey Vybe Media LLC Shanan Drabin	12 Sweetgum Court Marlton, NJ 08053 (867) 797-2227
NEW YORK	
Long Island NA Media Productions, LLC Michael Lehrman & Cyrece Lehrman	244 5th Avenue, Suite T250 New York, NY 10001 (212) 726-1420
Westchester, Putnam & Dutchess Counties Dana Boulanger & Marilee Burrell	PO Box 313 Lincolndale, NY 10540 (914) 617-8750

New York City NA Media Productions, LLC Michael Lehrman & Cyrece Lehrman	244 5th Avenue, Suite T250 New York, NY 10001 (212) 726-1420
NORTH CAROLINA	
Charlotte Health Green Living, Inc. Shannon McKenzie	19823 Henderson Rd. Unit G Cornelius, NC 28031 (704) 778-6863
Coastal Carolinas (Northern tip—Cedar Island NC down to Southern tip—North Santee SC) Lori & David Beveridge	PO Box 4753 Wilmington, NC 28406 (910) 833-5366
OKLAHOMA	
Manna Services Group, LLC Mark & Shanna Warner	7941 E. 57th Street, Suite 3 Tulsa, OK 74145 (405) 928-9285
PENNSYLVANIA	
South Central PA Free Hawk Publishing, Inc. Dave Korba	2 Grandview Ave. Hanover Township, PA 18706 (570) 350-4590
Lancaster/Berks Counties PA Ten Branches Publishing, LLC Kendra Campbell & Jacqueline Mast	PO Box 6274 Lancaster, PA 17607 (717) 399-3187
Pittsburgh Common Culture Institute Inc. Michelle Dalnoky	157 Springer Rd. McClellandtown, PA 15458 (724) 271-8877
Bucks & Montgomery Counties Full Circle Resources LLC Joseph Dunne & Asta Dunne	388 Terrace Lane Bedminster, NJ 07921 (267) 544-9585
Greater Lehigh Valley & Far West NJ Deka Rodger (a/k/a Derek Rodger) & Michele Rodger	PO Box 81 Three Bridges, NJ 08887 (610) 421-4443
SOUTH CAROLINA	
Charleston Lowcountry Lotus Blossom, Inc. Toni Conover	1934 Tison Lane Mount Pleasant, SC 29464 (843) 819-5455
Columbia Annette Carter Briggs	PO Box 2812 Columbia, SC 29202 (803) 233-3693
TEXAS	
Dallas Metroplex Bernice Butler	4813 N O'Connor Road, #226 Irving, TX 75062 (972) 992-8815
Houston Mike & Cindy Hart	318 W. 24th Houston, TX 77008 (713) 443-3186
VIRGINIA	
Greater Richmond Commonwealth Enterprises, Inc. Regina Rudolph	12220 Chattanooga Plaza, Ste. 122 Midlothian, VA 23112 (804) 495-0325
WISCONSIN	
Milwaukee Natural MKE Inc. Jordan Peschek	3716 Oakwood Ct. S. Hubertus, WI 53033 (262) 623-7948

ROSTER OF FRANCHISEES SIGNED BUT NOT OPENED
As of December 31, 2022

None

EXHIBIT C-2

ROSTER OF FRANCHISES TRANSFERRED, TERMINATED, CEASED OPERATION AND NON-RENEWALS

As of December 31, 2022

TRANSFERS

Former Franchisee	City/State	Telephone Number
4-Leaf Productions, Jessica Coffey	Richmond, VA 23221	804-405-6724

TERMINATED

Former Franchisee	City/State	Telephone Number
Northeast PA Reid Boyer	Emmaus, PA	610-421-4443

CEASED OPERATIONS

Former Franchisee	City/State	Telephone Number
Stephen Ellis	Bethesda, MD	202-505-4835
Sunshine Publishing Group, LLC Sheila Mahan	Winter Springs, FL	352-366-0088
Holistic Northwest Living, Inc. Amber McKenzie	Spokane, WA	509-869-4361

NON-RENEWALS:

None

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT D

FRANCHISE AGREEMENT

NATURAL AWAKENINGS PUBLISHING CORP.

FRANCHISE AGREEMENT

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SCHEDULES AND EXHIBITS:

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT dated as of ____________________and entered into by and between NATURAL AWAKENINGS PUBLISHING CORP., a Delaware corporation, with its principal office located at 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey, 07921 (**"NAPC"** or **"Franchisor"**), and __________________________, whose principal address is _____________________________________, its shareholders, partners, proprietors, directors, members, trustee, trustor, and persons having an interest in it (hereinafter, collectively, the **"Franchisee"**).

RECITALS

WHEREAS, NAPC, as a result of the expenditure of time, skill, effort, and money, has developed and owns a proprietary system (the **"NAPC System"**) for franchising and operating Natural Awakenings® magazine franchises that publish print and digital local magazines whose content focus is on natural lifestyles, organic and healthy foods, sustainable, green living, and whole health for people and the planet with advertising space and other services sold to customers that provide whole health, well-being, and natural lifestyle products and services (collectively, the **"Services"**) to the general public;

WHEREAS, NAPC has devised policies and techniques for the establishment and operation of the NAPC System, and has promoted the NAPC System and the name "Natural Awakenings" for the advantage of NAPC and any entities which control, are controlled by, or are under common control with, NAPC (**"Affiliates"**);

WHEREAS, NAPC owns the rights to sublicense the trademark, service mark and trade name, "Natural Awakenings", and such other trade names, service marks, related logotypes, displays, designs, signs and symbols as are now or may hereafter be designated as part of the NAPC System, and NAPC continues to develop, use and control such marks for the exclusive use and benefit of its Franchisees and itself to identify to the public the source of services marketed there under and to represent the NAPC System's high uniform standards of quality, appearance and services;

WHEREAS, the Franchisee desires to obtain a franchise to operate a Natural Awakenings business under the Proprietary Marks and under the NAPC System as well as to receive the training, services, and other assistance provided by NAPC in connection therewith; and

WHEREAS, the Franchisee understands and acknowledges the importance of maintaining NAPC's high uniform standards of quality, appearance, and services in owning and operating a business under the NAPC System.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1
DEFINITIONS

In addition to the definitions set forth throughout this Agreement, the words and phrases set forth below have the following meanings:

1.1 **"Approved Territory"** has the meaning set forth in Section 3.3.

1.2 **“Bank Account”** has the meaning set forth in Section 6.13.

1.3 **“Barter”** or **“Bartering”** means exchange (goods or services) for other goods or services without using money, other than goods or services received by the Franchisee to promote the Franchised Business.

1.4 **“Confidential Information Nondisclosure and Noncompetition Agreement”** means an agreement in the form of the sample agreement attached as Exhibit B whereby each partner, proprietor, shareholder, member, trustee, trustor or beneficiary or person named as included or having an interest in Franchisee obligates itself to (i) keep Confidential Information confidential and not disclose Confidential Information to third parties, and (ii) not compete with NAPC or NAPC’s franchisees or Affiliates.

1.5 **“Franchise Agreement”** means this Agreement.

1.6 **“Franchised Business”** means the Natural Awakenings Business operated and managed by Franchisee during the Initial Term of this Agreement and contemplated by this Agreement. It includes all assets of Franchisee’s business relating to this Agreement, tangible and intangible, including but not limited to real property.

1.7 **“Gross Revenues”** means all revenues and income of any type or nature and from any source that Franchisee derives or receives, directly or indirectly, from, through, by or on account of the operation of the Franchised Business or the use of the Proprietary Marks, whether generated within or outside of the Approved Territory, and whether received in cash, in services, in kind, from Barter and/or exchange, on credit, or otherwise. Gross Revenues will include, without limitation, all revenues Franchisee receives after the expiration or termination of this Agreement in connection with Pendings, as defined in Section 19.5.3 herein, as well as revenues received from national and regional advertisers. For purposes of calculating Gross Revenues, Franchisee may not deduct or exclude any of the following items: commissions paid to Franchisee’s sales associates; payments required under this Agreement, including payments listed in SECTION 6 of this Agreement; the expenses of operating Franchisee’s business, including expenses related to the Franchised Business, such as, but not limited to, credit card fees paid in connection with Franchisee’s collection of revenues; any other costs incurred by Franchisee; or any other deductions or exclusions that are not specifically authorized by this Section 1.7 or the Operations Manual. Franchisee agrees that the use of any discounts, waivers, or any bartering or exchange transactions, or the sale of any products or services bearing the Proprietary Marks outside the operation of the Franchised Business without prior written approval by Franchisor is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by Franchisee in such case shall also be included in the definition of Gross Revenues.

1.8 **“Open for Business”** or the **“Commencement Date”** means the date that Franchisee launches its Natural Awakenings website, or the date that is thirty (30) days from the execution of this Agreement, whichever occurs first.

1.9 **“NAPC System”** or **“System”** means the composite of elements designed to enable all NAPC franchisees to benefit from brand name identification in market competition, including but not limited to, the elements set forth in SECTION 2.

1.10 **“Natural Awakenings Business”** includes, in addition to the Franchised Business, a proprietary system for franchising and operating Natural Awakenings® franchises to provide the Services to the general public.

1.11 **“Personal Guarantee Agreement”** means the agreement attached as Exhibit A whereby each partner, proprietor, shareholder, member, trustee, trustor or beneficiary or person named as included or having an interest in Franchisee obligates itself jointly and severally to fulfill any and all obligations of the Franchisee.

1.12 **"Proprietary Marks"** or the **"Marks"** means the trademark, service mark and trade name, **"**Natural Awakenings**"**, owned by NAPC or its affiliate and listed on Schedule 1, and such other trade names, service marks, related logotypes, displays, designs, signs and symbols as are now or may hereafter be designated by NAPC as part of the NAPC System.

1.13 **"Responsible Agent"** may be the Franchisee**'**s designated Business Manager (as defined at Section 7.5.2). Franchisee may appoint more than one Responsible Agent.

1.14 **"Services"** has the meaning set forth in the Recitals of this Agreement.

SECTION 2
THE NAPC SYSTEM

Franchisee acknowledges that the distinguishing characteristics of the NAPC System and of the services provided, some of which constitute trade secrets, may include, but are not limited to the following:

2.1 Common use and promotion of the Proprietary Marks and a Brand Book with color scheme and guidelines associated with the service;

2.2 Distinctive sales materials associated with the service;

2.3 Distinctive promotional materials used by NAPC and/or its Affiliates as part of the NAPC System;

2.4 Supplies and other materials used by NAPC and/or its Affiliates as part of the NAPC System;

2.5 Subscription magazine and mobile app co-branded as **"**Knatural Awakenings,**"** as may be changed in NAPC**'**s and/or its Affiliates**'** discretion;

2.6 Procedures for operations of offices under the NAPC System, publicity and record keeping;

2.7 A standardized uniform magazine layout with unique content, design, marketing and advertising system for operation of a Natural Awakenings Business in accordance with NAPC**'**s standards for quality, value, efficiency, and courtesy;

2.8 Software programs and systems, which may change from time to time in NAPC**'**s discretion, for the operation of the Franchised Business; and

2.9 Other specialty programs that may be developed by NAPC for its System locations.

SECTION 3
GRANT OF FRANCHISE; TERRITORY; TERM AND RENEWAL

3.1 The Franchise. Franchisee wishes to obtain a franchise to operate one (1) NAPC Designated Office under the Proprietary Marks and the NAPC System in the Approved Territory described in Section 3.3. NAPC wishes to grant Franchisee this franchise, on the terms and subject to the conditions of this Agreement.

3.2 Grant of Franchise. Subject to the provisions of this Agreement, NAPC hereby grants to Franchisee a franchise (the **"Franchise"**) to operate one (1) Natural Awakenings magazine business in the Approved

Territory (as defined in Section 3.3) at, and only at, the business premises identified in Schedule 2 (**"Designated Office"**) and to use the Proprietary Marks and the NAPC System in the operation thereof, for a term of five (5) years (the **"Initial Term"**) commencing on the date of this Agreement, unless sooner terminated in accordance with the terms, conditions and provisions of this Agreement.

3.3 Approved Territory.

3.3.1 "**Approved Territory**" means the geographic area described in Schedule 2 by a map or written description. The exclusive license granted herein relates solely to one (1) Awakenings magazine in the Approved Territory. Franchisee may not solicit, service, advertise and offer its services, programs and products to any individual or entity outside of its Approved Territory without the prior written approval of NAPC. Franchisee may not distribute their magazine outside of its Approved Territory (See Section 4.5.2 which describes inter-territory sales or Advertising Network Distribution requirements) without the prior written approval of NAPC. NAPC shall not, in any event or under any circumstances, be liable to Franchisee for any loss, injury or damage to Franchisee which may result from the failure of another Natural Awakenings franchisee to comply with this or similar obligation.

3.3.2 NAPC reserves the right to use the Proprietary Marks in alternative distribution methods both inside and outside of Franchisee's Approved Territory, including, but not limited to, maintaining a website(s) that is available over the Internet. NAPC can use the Internet as a method of distribution. In addition, NAPC and its Affiliates have the absolute right to:

3.3.2.1 Develop other business concepts under other brand names, provided such concepts are not the same or similar to a Natural Awakenings Business (i.e. a free print and digital local magazine), even if the locations for the concepts are within the Approved Territory;

3.3.2.2 Except as provided in this Agreement, and while NAPC does not provide compensation to Franchisee, market, distribute and sell, on a wholesale or retail basis, goods or services under any of the Proprietary Marks or other brand names, by direct sale, the Internet, mail order, infomercials, telemarketing or by any other method of marketing or distribution, even if such sales are made to customers, distributors or retailers who are located in the Approved Territory; and

3.3.2.3 Own, operate, manage, franchise and/or license other individuals or entities to own, manage and/or operate businesses that are not the same or similar to a Natural Awakenings Business in the Approved Territory.

3.4 Grant of License to Proprietary Marks. NAPC grants to Franchisee, and Franchisee accepts, a limited, non-exclusive license to use and display the Proprietary Mark(s) shown on Schedule 1 (as long as NAPC does not subsequently designate them as being withdrawn from use), together with such additional or substitute Proprietary Marks which NAPC may later designate in writing, subject to the terms and provisions of this Agreement and all related agreements. This license is limited to, and applies solely to, the operation of the Franchise in the Approved Territory, and the services, programs and products offered and sold at and from the Designated Office. Franchisee may not use the Proprietary Marks for the benefit of any business other than the Franchise.

3.5 Services. Franchisee will offer, sell and publish the **"Services"** under the Proprietary Marks and pursuant to this Agreement (which means that Franchisee will offer, sell and service customers with advertising and services in the print and digital magazine and website whose content and advertising is appropriate and as may be identified in the Operations Manual). Franchisee may not offer or sell any service, program or product which is not a part of the NAPC System, or which NAPC deletes from the

NAPC System without NAPC's express prior written approval. Franchisee may not conduct (or permit anyone else to conduct) any competing business other than the business contemplated by this Agreement at or from the Designated Office without first obtaining NAPC's written consent.

3.6 Term and Renewal.

3.6.1 The initial term of the Franchise will begin upon execution of this Agreement and will continue for a period of five (5) years (the "**Initial Term**"), unless sooner terminated, as described below.

3.6.2 Upon the expiration of the Initial Term, Franchisee has the option to enter into a Renewal Agreement for two (2) additional five (5) year terms. The "**Renewal Agreement**" will take the form of NAPC's then-current Franchise Agreement, modified as provided below. The Renewal Agreement will supersede this Agreement in all respects. The terms of the Renewal Agreement may substantially differ from the terms of this Agreement, including, without limitation, different financial terms and Royalty Fee and National Advertising Fund fee rate. Franchisee must exercise its renewal right under this Agreement in the following manner and only if all of the conditions hereinafter set forth have been fulfilled:

3.6.2.1 Not less than six (6) months, nor more than nine (9) months, prior to the expiration of this Agreement, Franchisee will notify NAPC in writing of Franchisee's desire to enter into the Renewal Agreement.

3.6.2.2 Within thirty (30) days after receipt of Franchisee's request, NAPC will notify Franchisee if Franchisee has satisfied the obligations in Section 3.6.3 to be able to enter into a Renewal Agreement and the action that Franchisee must take to be able to do so.

3.6.2.3 If Franchisee has satisfied the obligations to enter into the Renewal Agreement, NAPC will deliver to Franchisee a copy of its then-current Franchise Disclosure Document, including NAPC's then-current Franchise Agreement (collectively, the "**Disclosure Document**"), and, promptly upon receipt of the Disclosure Document, Franchisee must acknowledge receipt by executing the Receipt form in the Disclosure Document and promptly returning the Receipt to NAPC.

3.6.2.4 Not less than fourteen (14) business days after Franchisee receives the Disclosure Document and not less than ninety (90) prior to the expiration of the Initial Term, Franchisee must notify NAPC in writing whether or not Franchisee will execute the Renewal Agreement.

3.6.2.5 Promptly upon receipt of Franchisee's notice of its election to execute the Renewal Agreement, NAPC will deliver to Franchisee the Renewal Agreement ready for execution. Within fifteen (15) days but not less than seven (7) days after receipt of the Renewal Agreement, Franchisee must execute the Renewal Agreement and return it to NAPC, accompanied by a check payable to NAPC for the Renewal Fee (as described below).

3.6.2.6 If Franchisee does not perform each act or deliver each notice required by this Section 3.6.2 in a timely fashion, Franchisee will have waived its right to enter into a Renewal Agreement, and this right will automatically expire without further action or notice by NAPC. If Franchisee declines to enter into a Renewal Agreement, this Agreement will terminate at the end of the Initial Term, subject to the post-termination provisions of this Agreement, which, by their nature, survive.

3.6.2.7 If: (i) Franchisee has exercised its renewal right in the manner described above; and (ii) Franchisee has complied with all of the conditions set forth in Section 3.6.3 by the date of expiration of this Agreement, then NAPC will execute the Renewal Agreement executed by Franchisee and will, promptly after expiration of the Initial Term of this Agreement, deliver one fully-executed copy of the Renewal Agreement to Franchisee.

3.6.3 Franchisee's right to enter into a Renewal Agreement is conditioned upon Franchisee's fulfilling all of the following conditions, and it will be good cause for NAPC not to permit Franchisee to enter into a Renewal Agreement if any of the following conditions are not met on or before the last day of the Initial Term:

3.6.3.1 During the Initial Term, Franchisee must be in compliance with all, and not be in default of any, of Franchisee's obligations under this Agreement; any amendments to this Agreement; its obligations under any applicable lease for the Franchised Business; the Operations Manual and Supplements to the Operations Manual, and all other agreements then in effect between Franchisee and NAPC (or NAPC's Affiliates); and, Franchisee must have timely paid or satisfied prior to the end of the Term, all monetary obligations owed by Franchisee to NAPC and its Affiliates, during the last twelve (12) months of the Initial Term, must have paid Royalty Fees greater than the minimum Royalty Fees and must have substantially timely met these obligations throughout the Initial Term;

3.6.3.2 Franchisee and/or its Responsible Agent must comply with NAPC's then-current qualification and training requirements as set forth in the Operations Manual or otherwise including, but not limited to, attending and satisfactorily completing a training program for renewing franchisees within the six (6) month period ending on the last day of the Initial Term;

3.6.3.3 Franchisee must make such reasonable expenditures for the appearance, condition, and repair of equipment and signage of the Franchised Business as NAPC may require from time to time: (a) under the Operations Manual, and (b) according to NAPC's judgment as to the condition, state of repair and general appearance of Franchisee's magazine racks, signs and banners compared to the quality standards and appearance which NAPC, in its sole discretion, considers attractive; and

3.6.3.4 Franchisee must execute NAPC's then-current standard franchise agreement being offered to new franchisees by NAPC, which franchise agreement may contain terms and conditions substantially different from those set forth herein, including, but not limited to, the then-current rate for all fees and other payments as such franchise agreement may provide.

3.6.3.5 Franchisee must pay NAPC a Renewal Fee of Five Thousand Dollars ($5,000).

3.6.3.6 Franchisee must execute NAPC's then-current general release of any claims. Such release will release any and all actions, suit, proceeding, claim, demands, inquiries, investigations, legal actions or arbitral proceedings (collectively, "**Claims**") that Franchisee may have against NAPC and its officers, directors, shareholders, members and employees, in their corporate and individual capacities, including, but not limited to, all Claims arising under any federal, state, or local law, rule, or ordinance. If applicable state law prohibits the giving of a general release at the time of renewal of the Agreement, then NAPC will not require the execution of a general release. If a release of some, but not all, Claims is permitted, the Franchise will execute a release to the extent permitted by law. The general release will not purport to release NAPC from any Claims which are the subject of litigation pending at the time of renewal, or from any future

Claims arising out of or related to any Renewal Agreement entered into between NAPC and Franchisee.

3.6.3.7 It will also be good cause for NAPC not to permit Franchisee to enter into a Renewal Agreement if NAPC has determined to withdraw its franchise from the Approved Territory and should cease to operate for a period of six (6) months or more upon the expiration of this Agreement.

3.6.3.8 If applicable law requires NAPC to give notice of expiration to Franchisee at a specified time before the expiration of the Initial Term, and NAPC has not done so, then the term of this Agreement will be extended on a month-to-month basis until NAPC has given Franchisee the required notice of expiration and the required period before the expiration of this Agreement becomes effective has expired.

3.6.3.9 If Franchisee continues to operate the Franchise after the end of the Initial Term or any Renewal Term without exercising its right to renew, Franchisee will be deemed to be operating on a month-to-month basis under the terms and conditions of the agreements then being used for the granting of new NAPC franchises, including without limitation, the obligations to pay the then current and applicable Renewal Fee, except the Royalty Fee during such time that the Franchisee operates the Franchise until such right is terminated or Franchisee executes the Renewal Franchise Agreement, the Royalty Fee will be the greater of fourteen percent (14%) of Gross Revenues or One Thousand Dollars ($1,000.00) per month; and Franchisee's right to operate the Franchise may be terminated at any time upon ten (10) days written notice. Franchisee acknowledges that the circumstances described in this provision will constitute a material breach and good cause for termination.

SECTION 4
DUTIES OF FRANCHISOR

NAPC agrees to perform the following services for Franchisee at a time and place selected by NAPC:

4.1 Initial Training. Prior to the opening of Franchisee's Franchised Business, NAPC will offer an initial training program in the operation of the Franchised Business under the NAPC System (the **"Initial Training Program"**) for Franchisee and Franchisee's Business Manager and/or Responsible Agent, if they are not the same person. NAPC will set the date, the location and duration of the Initial Training Program, which will be provided remotely, live online and/or by online webinars, courses or other means of online training, or in person at NAPC's headquarters, as determined by NAPC. Franchisee, Franchisee's Business Manager and/or Responsible Agent must attend and successfully complete the Initial Training Program within three (3) months after signing this Agreement and before Franchisee may commence the operation of its Franchised Business. The cost for attendance at the Initial Training Program is included in the Initial Franchise Fee. The Initial Franchise Fee does not include any airfare, transportation, meals or accommodations for Franchisee and Franchisee's Business Manager and/or Responsible Agent that Franchisee may incur. Franchisee is responsible for all expenses associated with attending the Initial Training Program, including employees' salaries. Franchisee subsequently will train each of its employees and contractors (if applicable). If NAPC reasonably concludes that Franchisee, Franchisee's Business Manager and/or Responsible Agent (as applicable) has failed to attend or complete the NAPC Initial Training Program, such failure will be a material and incurable breach of this Agreement which, unless NAPC waives the breach, will entitle NAPC to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure. If the Franchisee, Franchisee's Business Manager and/or Responsible Agent does not successfully complete the Initial Training Program, Franchisee may substitute another trainee, but must pay a training fee of One Thousand Five Hundred Dollars ($1,500) per trainee. Any replaced Business Manager who is hired or designated by Franchisee after the Franchised Business is Open for Business must attend and satisfactorily complete NAPC's next scheduled Initial Training Program, and Franchisee must pay a training fee of One Thousand Five Hundred Dollars ($1,500) per trainee.

4.2 Opening Training. Prior to the commencement of Franchisee's business and for a period of 30 days after Franchisee is Open for Business, NAPC will provide opening business and management consultation pertaining to the operation of the Franchised Business and effective implementation of the NAPC System through telephone conferencing or online communication. The timing of such opening business and management consultation will be subject to the availability of NAPC personnel, and may be conducted off-site, by telephone, through electronic or other communication devices, as NAPC deems appropriate.

4.3 Ongoing Consultation. NAPC will furnish to Franchisee such assistance in connection with the operation of the Franchised Business that NAPC determines, in its discretion, are advisable. NAPC's representatives may render support services off-site, by telephone, through electronic or other communication devices or means, as NAPC deems appropriate. The timing of all such support services will be subject to the availability of NAPC's personnel. There is no particular type of assistance that is required to be provided by NAPC at any time or on an ongoing basis. Upon Franchisee's request and for a reasonable charge, NAPC may offer consulting services relating to the operation of Franchisee's business. Franchisee understands and agrees that all advice and guidance provided by NAPC is only supportive of the operation of the Franchised Business and that the overall success of the Franchised Business is primarily dependent upon Franchisee's business abilities and efforts.

4.4 Website Maintenance. NAPC will maintain its proprietary website, in addition to authorizing Franchisee's URL for its website. The cost of the support and maintenance of Franchisee's website must be paid by Franchisee. Franchisee waives any and all Claims (as defined at Section 10.5 herein) against NAPC for losses attributable to all amounts of website or network system down-time whether attributable to scheduled system maintenance, viruses, worms, or other factors beyond NAPC's control. As provided in Sections 6.6 and 7.11, NAPC has the right to establish and host a website and require Franchisee to use the website exclusively. Use of a website by Franchisee that is not established by NAPC requires NAPC's written permission prior to Franchisee making the site available to the public.

4.5 National and Multi-Territory Advertising Program.

4.5.1 NAPC will maintain its software system for customer inquiries and sales on behalf of multiple Franchisees. Franchisee waives any and all Claims against NAPC for losses attributable to commercially reasonable amounts of network system down-time whether attributable to scheduled system maintenance, viruses, worms, or other factors beyond NAPC's control, including but not limited to third-party systems down-time.

4.5.2 Franchisee agrees to accept and run advertising from NAPC for national and/or regional advertisers ("National Advertisers") and agrees to accept and run digital sponsored e-mail campaigns, news briefs, spotlight articles, social media posts from NAPC for National Advertisers (collectively, "National Advertising"). If Franchisee fails to publish National Advertising as required, then NAPC has the right to debit Franchisee's Bank Account an amount equal to the greater of the (i) then current full retail price of the advertisement, or (ii) the prorated amount NAPC is indebted to the National Advertiser for each time that Franchisee fails to publish the National Advertising, based on the price of the advertisement sold and the number of markets it was to be placed in plus a $250 administrative fee on the same day that Royalty Fees are due (the "**National Advertising Default Fee**"). The National Advertising Default Fee is in addition to any other remedies of NAPC under this Agreement or applicable law.

4.5.3 NAPC will bill and collect multi-territory advertising sales, as detailed in the Operations Manual, directly to the National Advertiser and the proceeds will be distributed to Franchisee monthly on the following terms:

4.5.3.1 Seventy-five percent (75%) of Net Sale to Franchisee; and

4.5.3.2 Twenty-five percent (25%) of Net Sale for Sales Commissions & Administrative fee to NAPC.

This billing system applies only to the National Advertising Program. NAPC franchisees are responsible for billing and collecting all local advertising business within the limits of their Approved Territory (Schedule 2) as instructed in the Operations Manual.

4.5.4 Any sales that Franchisee may develop for territories outside of Franchisee's Approved Territory must be referred to the appropriate Natural Awakenings franchise location or to NAPC and if Franchisee develops sales for more than one franchise territory, then Franchisee will refer the advertiser to NAPC and thereby qualify under the terms of the National Advertising Program. Notwithstanding the forgoing, if a customer of another Natural Awakenings franchise location moves into Franchisee's Approved Territory and requests to stay as a customer of such other Natural Awakenings franchise, NAPC may grant such request without any liability to Franchisee. NAPC shall not, in any event or under any circumstances, be liable to Franchisee for any loss, injury or damage to Franchisee which may result from the failure of another Natural Awakenings franchisee to refer sales within Franchisee's Approved Territory to Franchisee or similar obligation.

4.5.5 Franchisee may not join with other franchisees to offer regional or national advertisers' special rates for advertising in Franchisee's magazine, except as may be otherwise specified in the NAPC policies and procedures in the Operations Manual. The right to negotiate, establish and earn revenues/commissions from regional and/or national advertisers for placements in multiple editions of Natural Awakenings magazine will remain the exclusive right of NAPC, except as may be otherwise specified in the NAPC policies and procedures in the Operations Manual.

4.6 Operations Manual.

4.6.1 Prior to the opening of Franchisee's NAPC Business, NAPC will provide Franchisee with password protected electronic access to the NAPC confidential Operations Manual, which, together with any additions to, deletions from, or revisions of the NAPC Operations Manual are collectively referred to as the "**Operations Manual**". Some parts of the Operations Manual may be delivered to the Franchised Business at NAPC's option, as an administrative convenience only. The Operations Manual will be in the form of one or more of the following: online written bulletins and policies; notices; electronic communications; Intranet download; thumb drives or other electronic media. The Operations Manual and any Supplements to the Operations Manual (as defined below) are material in that they will affect the operation of the Franchised Business, and are part of what constitutes the NAPC System, but they will not conflict with or materially alter Franchisee's rights and obligations under this Agreement.

4.6.2 The Operations Manual may include:

4.6.2.1 Standard operating procedures and quality control directives designed to familiarize Franchisee with the NAPC System and a Natural Awakenings Business operations;

4.6.2.2 Requirements governing the use and specifications of the Proprietary Marks, including any associated logos or graphics, and other sales promotional materials;

4.6.2.3 Specifications for the operation of the business of a NAPC franchise, including appropriate forms; and

4.6.2.4 Information on marketing, as well as other information that NAPC believes will be necessary or helpful to Franchisee in its operation of the NAPC Business.

4.6.3 NAPC retains the right to prescribe additions to, deletions from, or revisions of the Operations Manual (the "**Supplements to the Operations Manual**"), all of which will be incorporated into, and be deemed a part of, the Operations Manual. Supplements to the Operations Manual will become binding on Franchisee, as if originally set forth in the Operations Manual, upon being delivered to Franchisee either via Franchisee's NAPC e-mail account or any form deemed appropriate by NAPC. Franchisee immediately will adopt and use the services, products, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in such Supplements to the Operations Manual.

4.6.4 The Operations Manual will remain NAPC's property at all times. Franchisee acknowledges that the information contained therein is Confidential Information. Franchisee, its agents, independent contractors, and employees will treat the Operations Manual and the information contained therein as required by Section 12.

4.6.5 Franchisee will ensure at all times that its copy of the Operation Manual and the Supplements to the Operations Manual are current and up-to-date. If there is any dispute as to Franchisee's compliance with the provisions of the Operations Manual, the master copy of the Operations Manual maintained on NAPC's online portal shall control.

4.7 Performance of NAPC's Obligations. Franchisee understands and agrees that NAPC may, in its sole discretion, perform any or all of NAPC's obligations under this Agreement either directly or through its designees.

4.8 Suspension of Services. If Franchisee fails to pay any amounts due to NAPC as required by this Franchise Agreement, upon written notice of default to Franchisee, as required by Section 19.3, NAPC will have the right to suspend all services provided by NAPC directly or indirectly to Franchisee until Franchisee cures the default.

SECTION 5
SITE SELECTION REQUIREMENTS; OFFICE APPEARANCE AND SIGNS

5.1 Franchised Business Location Selection and Approval. NAPC recommends that the Franchised Business (business location) is setup in the Franchisees home (home-office) within the Approved Territory. If Franchisee has selected, and NAPC has approved, a Designated Office outside of their Approved Territory, such Designated Office location is set forth on Schedule 2. If Franchisee has not yet selected and submitted a business location for NAPC's approval as of the date NAPC executes this Agreement, then, within thirty (30) days of the date NAPC executes this Agreement, Franchisee will submit in writing for NAPC's approval, a proposed location for operation of the Franchised Business. NAPC will approve or disapprove such proposed location within a commercially reasonable period of time.

5.2 Site Selection. NAPC does not have specifications or requirements for any commercial leased space for Franchisee's office location; NAPC's right to decline inspection or approval, is not meant to be relied on or construed in any way as a representation, express or implied warranty, or any other indicia of the prospective profitability, viability or merit of any location. Franchisee waives, release and discharges any Claim to the contrary.

5.3 Relocation of a Designated Office. Franchisee may not relocate the Designated Office to another location without first obtaining NAPC's written approval. Franchisee may incur expense related to the relocation of Franchisee's office. NAPC is not responsible for any of the expense or for any costs Franchisee incurs in connection with Franchisee's relocation of its Designated Office.

SECTION 6
PAYMENTS TO FRANCHISOR

6.1 Initial Franchise Fee.

6.1.1 In consideration of NAPC's execution of this Agreement, Franchisee will pay NAPC the initial franchise fee set forth in Schedule 3 ("**Initial Franchise Fee**").

6.1.2 The Initial Franchise Fee is payable in full when Franchisee signs this Agreement, and is fully earned when the Franchise Agreement is signed. Franchisee acknowledges that the Initial Franchise Fee is non-refundable. Franchisee waives any right to recover part or all of the Initial Franchise Fee.

6.1.3 If NAPC determines that Franchisee has adequate credit, NAPC has the right to offer Franchisee the opportunity to pay a portion of the Initial Franchise Fee when the Franchise Agreement is signed and the balance of the Initial Franchise Fee by a Promissory Note, in the form of Exhibit E attached to the Franchise Disclosure Document (the "**Promissory Note**"), as set forth in Schedule 3.

6.2 Royalty Fee.

6.2.1 In consideration of NAPC's grant to Franchisee of a license to use the Proprietary Marks and the NAPC System, Franchisee will pay to NAPC a monthly Royalty Fee according to the following schedule:

6.2.1.1 The greater of seven percent (7%) of Gross Revenues or Two Hundred Fifty Dollars ($250.00) per month beginning from commencement of the business through and including month six (6) of operations; then,

6.2.1.2 The greater of seven percent (7%) of Gross Revenues or Five Hundred Dollars ($500.00) per month beginning in month seven (7) and continuing throughout the term of this Agreement.

6.3 Corporate Magazine Pages. Franchisee is required to provide two (2) full pages or separate smaller sections that equal two (2) full pages of advertising space for NAPC's use, sale or transfer. If NAPC elects not to use the two full pages of advertising, the remaining portion will not be cumulative to the next month/issue, and NAPC forfeits the remaining portion for that month/issue. If Franchisee fails to include the advertising NAPC requires Franchisee to publish, Franchisee will be charged the National Advertising Default Fee, as provided in Section 4.5.2.

6.4 Additional Training, Support and Services. If NAPC agrees to provide additional training, extended support or additional services at Franchisee's request, NAPC may, in its sole discretion, provide such training, support or services (either through itself, its Affiliate or required or approved vendors) and Franchisee agrees to pay NAPC its then-current fees, which will depend on the scope of the requested training, support or services ("Additional Training Fees"). If Franchisee requests assistance that requires NAPC personnel to incur travel, living or incidental expenses by providing this training to Franchisee, and if NAPC agrees to provide such assistance, then Franchisee will be responsible for such costs.

6.5 Layout Services. Franchisee agrees to use NAPC (or its approved vendor) for magazine layout services and to pay NAPC a fee of Three Thousand Five Hundred Dollars ($3,500.00) per month for such services; however, if Franchisee's print magazine exceeds 72 pages, in addition to the flat monthly fee, Franchisee will be charged additional for the excess pages, which will be based on the then-current rate card (collectively, **"**Layout Services Fees**"**). NAPC will provide such services to Franchisee at no cost for Franchisee**'**s first Natural Awakenings print magazine. Thereafter, Franchisee shall pay NAPC this monthly Layout Services Fee. If, however, this Agreement is a Renewal Agreement or entered into due to the transfer of the Franchised Business to Franchisee, the Layout Services Fees will commence upon execution of this Agreement.

6.6 Technology Support and Maintenance. We have established our own website using the Marks and our domain name (NaturalAwakenings.com) and require you to use our website exclusively and pay us a fee for providing and maintaining it. Franchisee agrees to pay for the monthly technology licensing, website hosting, email services, customer relationship management (CRM), digital marketing applications, accounting software subscription, other subscription services, enterprise-wide operations systems, mobile application, payment gateway, data hosting, and other technology services or software fees that NAPC requires and may add and require in the future (collectively, **"**Technology Fees**"**). Franchisee will pay these monthly fees directly to NAPC or the third-party vendor that NAPC designates. These fees are subject to change at any time. NAPC and each third-party vendor has the right to increase or decrease this amount to compensate it for costs incurred to provide such services. Notwithstanding the foregoing, Franchisee acknowledges that NAPC does not have any responsibility for any maintenance or support for any software or other technology provided by third parties directly or through NAPC.

6.7 Local Advertising. Franchisee has no obligation under this Agreement to place or purchase any advertising outside of their Natural Awakenings magazine. Local magazine advertising must be placed by Franchisee in accordance with the specification of use of our Marks and as indicated in our Operations Manual.

6.8 Interest and Late Fee.

6.8.1 All payments due from Franchisee pursuant to this Agreement are due and payable in accordance with the terms and conditions of this Agreement or the Operations Manual (as the case may be). If any payment due pursuant to this Agreement is not paid by the payment due date, any such past due amount will bear interest at the maximum interest rate permitted by New Jersey law, plus a late fee equal to Five Dollars ($5.00) per day. If there is no applicable legal maximum rate, interest will be one and one-half percent (1.5%) per month measured from the due date of such payment until such payment is made. The payment of such late fee and interest will not prevent NAPC from exercising any other rights it may have as a consequence of any late payment.

6.8.2 Franchisee acknowledges that this Section 6.8 is not an agreement by NAPC or its Affiliates to accept any payments after such payments are due, or a commitment by NAPC or its Affiliates to extend credit to Franchisee or otherwise finance the Franchised Business. Franchisee also acknowledges that, if it does not pay all amounts due under this Agreement, it will have materially breached this Agreement, which unless Franchisee cures the breach pursuant to Section 19.3, will result in this Agreement being terminated immediately.

6.9 Transfer Fee. In the event that Franchisee seeks to transfer its rights and obligations under this Agreement, and NAPC approves such transfer, Franchisee will pay to NAPC, a non-negotiable fee of Seven Thousand Five Hundred Dollars ($7,500.00) (**"Transfer Fee"**) to compensate NAPC for the costs NAPC incurs to process the transfer, including administrative, legal and personnel costs. The Transfer fee is due before closing or will be deducted from the sale proceeds at closing.

6.10 Reporting and Payments.

6.10.1 Reporting. For each month during the term of this Agreement, Franchisee agrees to electronically submit monthly reports to NAPC at the time and in the form and manner specified in the Operations Manual. The monthly reports will consist of a monthly Profit and Loss statement reporting all Gross Revenues and production, distribution and logistics costs for the preceding month, as well as other information, including but not limited to sales, other income, allowable deductions, social media analytics, Google analytics, and other reporting metrics required by NAPC, and personnel changes specified in this Agreement and in the Operations Manual, including but not limited to all amounts to be remitted to NAPC.

6.10.2 Payments. Royalty Fees (Section 6.2), Technology Fees (Section 6.6), Layout Services Fees (Section 6.5), and National Advertising Fund Fees (Section 6.11) are due on the tenth (10th) day of every month and must be accompanied by required monthly reports and any other monthly requirements defined in the Operations Manual. All training fees and their related expenses shall be billed by NAPC at the conclusion of the training and will be due 15 days from the date of the invoice. Conference Fees (Section 7.7) shall be billed and payable at least one month in advance of a scheduled conference. If any fees or any other amounts due to NAPC or its Affiliates under this Agreement are not received timely, NAPC may elect to charge Interest and Late Fees, in accordance with Section 6.6.8 of this Agreement. NAPC may utilize an electronic debit system that will automatically debit the Franchisee's Bank Account for the Royalty Fees, Technology Fees, Layout Services Fees, National Advertising Fund Fees, and any other fees due to NAPC or its Affiliates under this Agreement. NAPC may alternately require Franchisee to pay such fees by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). In lieu of the electronic debit system, NAPC may allow Franchisee to pay any amounts due to NAPC by credit card; however, NAPC will charge a convenience fee of 3.99% of the amount charged to Franchisee's credit card at the time of payment to compensate NAPC for the credit card processing fees. NAPC has the right to increase this fee to reflect increases in the fees charged to it to process credit card payments.

6.11 National Advertising Fund. NAPC will maintain a National Advertising Fund (the **"**Fund**"**). The purpose of the Fund is to pool advertising money of NAPC franchisees so as to achieve greater benefits for all in promoting the Trade Name and Marks. The money in this fund will be kept in a segregated account. Franchisee will pay monthly to the National Advertising Fund a monthly contribution of three percent (3%) of the Gross Revenue for the preceding month (**"**National Advertising Fund Fee**"**). NAPC reserves the right to reimburse NAPC**'**s out of pocket expense out of the Advertising Fund and to pay NAPC a reasonable administrative fee for time and efforts in administering the Fund. This administration fee will not exceed twenty percent (20%) of funds collected.

6.11.1 NAPC, or its designee, will administer the Fund as NAPC deems appropriate. NAPC will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. Franchisee acknowledges that the Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the NAPC System. Franchisee further acknowledges that NAPC and its designees undertake no obligation in administering the Fund to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising or marketing impacts or penetrates Franchisee's Franchised Business or Approved Territory. The Fund is not a trust and NAPC is not a fiduciary with respect to the Fund.

6.11.2 The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine, newspaper or other advertising campaigns and other public relations activities) and employing advertising and promotional agencies or other advisors, including in-house employees or independent contractors, to assist in these activities; paying interest on monies borrowed by the Fund from third parties unaffiliated with NAPC; providing customer service surveys to Natural Awakenings franchisees; market research, market studies and customer satisfaction surveys; website, extranet, Intranet or mobile application development, implementation and maintenance; development, implementation and maintenance of a website that permits electronic commerce and/or related strategies; public relations and community involvement activities and programs; purchasing artwork and other components for advertising; conducting market research; creative development, preparation, production and placement of video, audio and written materials, electronic media and other marketing or promotional materials; sponsorship of sporting, charitable or other special promotional events, if NAPC chooses to do so at its sole discretion; and any reasonable administrative costs and overhead that Franchisor may incur in activities reasonably related to the administration or direction of the Advertising Fund and advertising programs, including, without limitation, bank fees; collecting and accounting for assessments for the Advertising Fund; and, other costs and overhead Franchisor incurs. NAPC need not maintain the sums paid by franchisees to the Fund or income earned from the Fund in a separate account from the other funds of NAPC, but NAPC may not use these amounts for any purposes other than those provided for in this Agreement. NAPC may, however, expend the Fund for any reasonable administrative costs and overhead that NAPC may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing, advertising and promotional materials; working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the Fund. The Fund may be used for advertising agency fees to secure the services of an advertising agency or to have print or broadcast advertising placed by an agency. NAPC will have no obligation to prepare or distribute to Franchisee any audited (or unaudited) statements detailing Fund income and expenses. If Franchisee sends NAPC a written request, NAPC will provide Franchisee with an accounting of how the Fund contributions were spent during NAPC's last fiscal year within a reasonable time after NAPC receives Franchisee's request, but never earlier than forty-five (45) days from when such information is made available.

6.11.3 NAPC expects to expend most contributions to the Fund for marketing, advertising and promotional purposes during the fiscal year when the contributions are made. If NAPC expends less than the total sum available in the Fund during any fiscal year, NAPC may either expend the unused sum during the following fiscal year or roll it over to be used at the appropriate time as determined by NAPC. If NAPC expends an amount greater than the amount available in the Fund in any fiscal year (not including any sum required to be expended because NAPC did not expend all the sums in the Fund during the preceding year), NAPC will be entitled to reimburse itself from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year.

6.11.4 Although the Fund is intended to be of perpetual duration, NAPC maintains the right to terminate the Fund at any time. NAPC will not terminate the Fund, however, until it has expended all money in the Fund for marketing, advertising and promotional purposes.

6.11.5 At NAPC's option and election, NAPC may establish an advertising committee consisting of franchisees to monitor and design the spending of advertising dollars on behalf of the franchisees. Natural Awakenings Franchise owners will determine implementation and modification of the

Fund by simple majority vote amongst owners. Franchisees will be notified in writing at least ninety (90) days in advance of implementation of the Fund.

6.12 Bank Account.

6.12.1 As of the Effective Date of this Agreement and throughout the term of this Agreement, Franchisee will establish and maintain a segregated bank account at a bank or other financial institution for use solely in connection with the operation of the Franchised Business ("**Bank Account**"). The Bank Account must be established and maintained solely for the purposes set forth in this Section 6.12 and the Operations Manual.

6.12.2 NAPC may initiate an electronic debit system whereby Franchisee payments may be electronically debited to the Franchisees account. NAPC may alternately require Franchisee to pay Royalty Fees, Technology Fees, Layout Services Fees, National Advertising Fund Fees, and any other amounts due to NAPC or its Affiliates under this Agreement by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). If NAPC initiates this system or otherwise require payment of fees and other amounts due under this Agreement by EFT or ACH, Franchisee will instruct the institution holding the Bank Account to (a) permit NAPC access to the Bank Account for collection of all fees and payments provided for in this Agreement, including but not limited to, the fees required by this SECTION 6, and to (b) provide NAPC with thirty (30) days' written notice before terminating, suspending or changing the terms of Bank Account. The Bank Account must have the capacity to make payments and receive credits through electronic debiting. Franchisee hereby agrees to comply with NAPC's payment instructions and grants to NAPC the right to debit the Bank Account (electronically or otherwise) for any and all amounts Franchisee owes NAPC or its Affiliates under this Agreement and Franchisee will execute whatever documents the institution holding the Bank Account and NAPC's financial institution may require for this purpose. Under no circumstances will NAPC's access to the Bank Account be deemed control or joint control of the Bank Account. NAPC will provide Franchisee with at least sixty (60) days' notice prior to implementation of this program. Franchisee must at all times maintain a balance in its account sufficient to allow NAPC to collect the amounts owed when due. Franchisee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Section.

6.12.3 Franchisee will reimburse NAPC for all costs NAPC incurs in collecting or attempting to collect funds due to NAPC or its Affiliates from the Bank Account (including, but not limited to, charges by either financial institution for electronic funds transfers, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance as required by the terms of this Agreement).

6.12.4 NAPC will notify Franchisee of the date and amount of each debit NAPC makes from the Bank Account at the time and in the manner specified in the Operations Manual.

6.12.5 The Bank Account must be established so that NAPC can audit it at any time upon notice to Franchisee. If the electronic funds transfer system enabling NAPC to electronically debit the Bank Account is not functioning at any time for any reason, Franchisee agrees to ensure that NAPC and/or its Affiliates otherwise receive payment for any and all amounts due NAPC and by the date due, in the form of a check, money order or any other form acceptable to NAPC.

6.12.6 Upon the termination or expiration of this Agreement, Franchisee will maintain the Bank Account for as long as necessary to permit NAPC to debit the Bank Account until Franchisee has satisfied all of its financial obligations to NAPC and to its Affiliates.

6.13 Impact of Tax Assessments. No payments owed to NAPC by the Franchisee, including all fees required by this SECTION 6 may be reduced as a result of any tax, charge or assessment by any federal, state~~,~~ or local authority.

6.14 Additional Payments to NAPC. Franchisee will pay to NAPC within fifteen (15) days, upon demand, all amounts NAPC advances, or which NAPC has paid, or for which NAPC becomes obligated to pay, on Franchisee's behalf for any reason.

6.15 Commencement of Payments. Except as expressly provided in this Agreement, the Royalty Fees, Technology Fees, National Advertising Fund Fees, and all other payments and fees due under this Agreement, will begin to accrue upon the Commencement Date of the Franchised Business (as defined in Section 1.8) and such fees are payable on the dates specified either in this Agreement, the Operations Manual, or, with regard to any products and/or services sold or furnished by NAPC or any of its Affiliates to Franchisee, on the terms NAPC (or its Affiliates) specifies at the time of offer or sale, including, without limitation, electronic funds transfer or other wire transfer. The first Royalty Fee, Technology Fee and National Advertising Fund Fee payments are due on the tenth (10th) day of the month after the earlier of either (i) Franchisee's launch of its Natural Awakenings website, or (ii) thirty (30) days after execution of this Agreement. Gross Revenues received by Franchisee after the expiration or termination of this Agreement in connection with pending NAPC Franchised Business transactions as of the date of termination or expiration of this Agreement will accrue Royalty Fees and National Advertising Fund Fees upon Franchisee's receipt of such Gross Revenues. Notwithstanding anything herein to the contrary, in the event Franchisee receives any Gross Revenue from customers or otherwise from or in connection with the use of the Proprietary Marks prior to the Commencement Date, all such Gross Revenue shall be included for purposes of calculating Franchisee's first payment of Royalty Fees and National Advertising Fund Fees.

6.16 Application of Funds Paid. If Franchisee is delinquent in the payment of any obligation to NAPC under this Agreement, or under any other agreement with NAPC, then NAPC may apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by Franchisee.

6.17 Withheld Amounts. Franchisee may not withhold payment of any payment due under the terms of this Agreement or the Operations Manual on the grounds of the alleged non-performance or breach of any of NAPC's obligations under this Agreement or any related agreement, including agreements for consulting services or for the sale of products or other services by NAPC or its Affiliates.

6.18 Payment Amount Increases. Franchisee acknowledges that NAPC has the right to increase each payment identified in SECTION 6, with the exception of the Royalty Fee required in 6.2, with ninety (90) days advance written notice.

6.19 Right to Sell Amounts Due to NAPC. NAPC has the right to sell, assign, transfer or grant a security interest in any amounts Franchisee owes to NAPC and to delegate the right to collect such amounts to third parties.

6.20 Right to Implement Services to be Provided by NAPC or its Affiliates. NAPC has the right to implement services for centralized operation services, publishing, distribution, and social media services, as well as other services in NAPC's discretion, that must be purchased from NAPC and/or Affiliates of NAPC.

SECTION 7
DUTIES OF FRANCHISEE

7.1 Commencement Date. **"Commencement Date"** means the date Franchisee launches its Natural Awakenings website or thirty days (30) from the execution of this Agreement, whichever occurs first. Before commencing operations under this Agreement, Franchisee must fulfill all the pre-opening obligations required by this Agreement and the Operations Manual (**"Pre-Opening Obligations"**). Unless otherwise provided in this Agreement, Franchisee must fulfill all the pre-opening obligations within six (6) months of executing the Agreement. Failure to publish Franchisee's Natural Awakenings digital magazine and launch Franchisee's Natural Awakenings website within thirty (30) days of execution this Agreement, or failure to publish Franchisee's Natural Awakenings print magazine within six (6) months of executing this Agreement, or failure to timely fulfill all of the Pre-Opening Obligations, will be material and incurable breaches of this Agreement, which, unless waived by NAPC, will entitle NAPC to terminate this Agreement immediately upon notice to Franchisee, without opportunity to cure. NAPC will, in its sole discretion, determine whether Franchisee has fulfilled all the Pre-Opening Obligations. If NAPC terminates the Agreement for this or any other reason, all funds paid to NAPC to date, including the Initial Franchise Fee, will be deemed fully-earned and nonrefundable.

7.2 Manner of Operation. Franchisee will comply at all times with every provision of this Agreement, the NAPC System, the Operations Manual and all Supplements to the Operations Manual. Franchisee acknowledges that every component of the NAPC System is critical to NAPC, to other NAPC franchises, and to the operation of the Franchised Business. Franchisee will conduct the activities and operations of its Franchised Business at all times in compliance with the NAPC System, including but not limited to all cover art standards, editorial content and production procedures, and policies established by NAPC from time to time, as though specifically set forth in this Agreement. Franchisee agrees to disseminate to the public any and all promotional materials, which NAPC requires to be disseminated. NAPC provides Franchisees with content material for their magazine and website (Publishers Options Package (POP)) on a monthly basis at no additional charge. If Franchisee does not use this material, produces its own material or desires to use any other material not provided by NAPC, then NAPC has the right to request review and approval of such content, prior to the production of Franchisee's magazine or posting to a website.

7.3 Best Efforts. Franchisee, and each person or entity executing a Personal Guarantee Agreement of Franchisee's obligations under this Agreement, and any other agreement between the parties, covenants, individually, to the extent set forth in this Agreement or the Personal Guarantee Agreement, to use its best efforts in operating the NAPC Franchise and in recommending, promoting and encouraging the use of NAPC services.

7.4 Modifications to the NAPC System.

7.4.1 Franchisee acknowledges that NAPC may from time to time change the components of the NAPC System and the requirements applicable to the NAPC System. Such changes may involve: altering the products, programs, services, methods, standards, forms, policies and procedures of the NAPC System; abandoning the NAPC System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those Services, programs and products which the Franchised Business authorized to offer, sell and provide; and changing, improving, modifying or substituting the Proprietary Marks.

7.4.2 Franchisee will comply with any such modifications, additions, deletions, substitutions and alterations; provided, however, that the changes will not materially and unreasonably increase Franchisee's obligations under this Agreement.

7.4.3 Franchisee acknowledges that the Franchised Business and the equipment, fixtures and supplies thereof specified and required at time of opening and acquired throughout the term of the Agreement, cannot be downsized or otherwise reduced without the express written consent of NAPC.

7.4.4 NAPC will not be liable to Franchisee for any expenses, losses or damages Franchisee sustains as a result of any of the modifications contemplated by this Section 7.4. Franchisee will not commence or join in any litigation or other proceeding against NAPC, or its Affiliates, or any third party complaining of any such modifications or seeking expenses, losses or damages caused by such modifications. Franchisee waives any Claims or damages arising from or related to the above events.

7.5 Franchisee's Participation in the Operation of the Franchised Business.

7.5.1 Franchisee will personally and directly supervise the operation of the Franchised Business, unless NAPC waives such requirement in writing. Franchisee agrees to devote the amount of its time, attention and best efforts to the performance of Franchisee's duties under this Agreement that is necessary to properly and effectively operate the Franchised Business.

7.5.2 Franchisee represents and warrants that, as of the date Franchisee executes this Agreement, it will, or has designated, a Responsible Agent as shown on Schedule 3. The Responsible Agent must personally and directly supervise the operation of the Franchised Business; and, unless NAPC permits otherwise, must also serve as the Business Manager. The "**Business Manager**" will be responsible for all day-to-day administrative and management functions related to the Franchised Business. Franchisee promptly will notify NAPC of the death, Disability or termination of employment of the Responsible Agent. Franchisee must designate a successor or acting Responsible Agent no later than ten (10) days following the death, Disability or termination of employment of the Responsible Agent. Such successor must satisfy the requirements of this Agreement, must be approved by NAPC, and must possess any credentials required by the Operations Manual. For purposes of this Agreement, the term "Disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or an owner of a controlling interest in Franchisee (if an entity) from directing the business affairs of, or managing and operating, the Franchised Business for a period of six (6) months from the onset of such disability, impairment or condition.

7.5.3 Franchisee must inform NAPC in writing of the identity of any successor Responsible Agent or Business Manager within ten (10) days of the change in designation. As soon as commercially reasonable, Franchisee must employ and require such successor Business Manager to attend NAPC's next scheduled Initial Training Program and pay the training fee stipulated in Section 4.1.1.

7.5.4 Franchisee, the Responsible Agent and/or the Business Manager, if they are not the same person, must attend and successfully complete the NAPC Initial Training Program.

7.6 Staffing Requirements. Franchisee will staff the Franchised Business in accordance with all criteria, specifications and directions set forth in the Operations Manual. All personnel employed by, contracted or affiliated with, Franchisee must maintain high standards of manner and demeanor as described in the Operations Manual. Upon request, Franchisee will furnish to NAPC an updated list or roster of persons associated with its Franchised Business who are authorized to represent Franchisee and perform business activities under the NAPC Marks.

7.7 Ongoing Training. NAPC may in its discretion provide ongoing training to Natural Awakenings magazine businesses to benefit the Franchisee in its continued understanding of the changing scope of the industry and/or additional business skills. NAPC requires that Franchisee attend and participate in any of these ongoing trainings. NAPC, at its discretion, may deliver these trainings through the use of teleconferencing, web or Internet communication systems or physical attendance at a location to be determined by NAPC. Franchisee is responsible for the expenses of travel, accommodations and any out-of-pocket costs necessary to allow Franchisee to attend these sessions. NAPC may require Franchisee to attend one online or in person training session each year for a fee of $500 per participant (**"**Ongoing Training Fee**"**). NAPC requires that Franchisee attend the NAPC Owners Conference, if any, at least once every two (2) years. These conferences will be held at locations to be determined by NAPC. Franchisee is responsible for the conference fee not to exceed $1,000 per person (**"**Conference Fee**"**) and the cost of attending these conferences including travel, accommodations and any out-of-pocket expenses associated with Franchisee**'**s attendance.

7.8 Compliance with Law. Franchisee will operate the Franchised Business in strict compliance with all federal, state and local laws and regulations pertaining, directly or indirectly, thereto. If at any time Franchisee receives a compliant, Claim or notice alleging a failure to comply with any law, rule or regulation applicable to its Franchised Business, Franchisee agrees to provide NAPC with a copy of the complaint, Claim or notice within three (3) days after Franchisee receives it.

7.9 Restrictions on Products and Services.

7.9.1 Franchisee will offer only the Natural Awakenings print and digital magazine, website and mobile application(s) using only the NAPC content, editorial and graphic layout specifications that are authorized to the Franchisee to provide. Franchisee may purchase editorial services for writing, editorial review, proofing and publishing of local content from NAPC or obtain NAPC's prior written approval of alternative suppliers of such services. All Services offered by Franchisee's Franchised Business to its customers must first be approved by NAPC in writing.

7.9.2 Franchisee may purchase branded products from NAPC or a qualified vendor, provided the artwork is approved by NAPC and conforms to all corporate identification requirements as specified in Franchisee's Operations Manual.

7.10 Computer Hardware and Software.

7.10.1 Before the commencement of operation of the Franchised Business, Franchisee will procure and install at the Franchised Business, at Franchisee's expense, the computer system NAPC requires at that time, including but not limited to hardware, software, platforms, programs, apps, dedicated telephone and power lines and other computer-related accessories, peripherals and equipment specified in the Operations Manual.

7.10.2 If NAPC determines that it will prove economically or systemically beneficial to Franchisee and to NAPC, NAPC may require Franchisee to purchase and add memory, ports, accessories, peripheral equipment and additional, new or substitute software and/or hardware as NAPC deems necessary to improve the performance of the NAPC System. NAPC will notify Franchisee in writing at least sixty (60) days in advance of any such change in requirements. Franchisee will purchase from NAPC or third-party vendors proprietary software whenever NAPC determines to adopt such a new software system-wide, at the prices and on the terms that NAPC establishes at that time.

7.10.3 Franchisee will upgrade or modify its computer, as necessary, to ensure that Franchisee's computer system is sufficiently compatible with NAPC's computer system such that NAPC's and Franchisee's computer systems may communicate electronically with each other.

7.10.4 Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. NAPC has taken reasonable steps to ensure that these problems will not materially affect the System, but in no event shall NAPC be liable to Franchise for any such problems. NAPC does not guarantee that information or communication systems supplied by NAPC or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps, including steps that NAPC may require, to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

7.11 World Wide Web.

7.11.1 NAPC has the unrestricted right to post Franchisee's listings and other information about the Franchised Business and Franchisee's local customers on the NAPC internet website.

7.11.2 Franchisee agrees to comply with the following requirements, and any and all applicable requirements set forth in the Operations Manual:

7.11.2.1 Franchisee acknowledges that all information gathered by means of Franchisee's website(s) (including, without limitation, customer lists) is the property of NAPC. NAPC is the sole owner of (1) the domain name for the websites(s) maintained in connection with the Franchised Business, and (2) the copyrights for all material which appears on Franchisee's website.

7.11.2.2 Franchisee must use NAPC's required e-mail address and the website address for the Franchised Business. Any e-mail or website address that NAPC permits Franchisee to use will be NAPC's intellectual property, and will be deemed assigned to NAPC by virtue of Franchisee's use.

7.11.2.3 Franchise must utilize NAPC domain naming convention and Affiliate website services or obtain NAPC's prior written approval of: (i) all websites established in connection with the Franchised Business; and (ii) the domain name(s) for the website(s) established and maintained in connection with the Franchised Business.

7.11.2.4 Notwithstanding anything in this Agreement to the contrary, Franchisee acknowledges and agrees that NAPC has the right to (i) host the domain(s) of the website(s) established and maintained in connection with the Franchised Business, for which hosting services shall be paid by Franchisee at the then-current prices set forth in the Operations Manual or elsewhere; and (ii) determine the name(s) of the domain(s) of the website(s) established and maintained in connection with the Franchised Business.

7.11.3 NAPC has the right to establish and host a website and, pursuant to the terms and conditions to be contained in the Operations Manual, provide Franchisee headers, footers, font style, webpage layout, article categories, as well as pages of content of NAPC's design promoting the Franchised Business.

7.11.4 Franchisee may not participate or market on any other website or other form of electronic media (including social technology, social media and social networking platforms) using the Proprietary Marks unless Franchisee first obtains written approval from NAPC.

7.12 Customer Service Requirements. Franchisee will comply with all customer service requirements, procedures and standards for customer service as set forth in the Operations Manual.

7.13 Sales, Barter and Exchange. Bartering of any kind relating to the business and business services must be documented in writing and reported as Gross Revenue to NAPC each month, other than goods or services received by the Franchisee to promote the Franchised Business. Failure to report any and all bartering done by the business or utilizing business services, shall place this Agreement in default, which could result in this Agreement being terminated. Bartering cannot exceed ten percent (10%) of Franchisee's total Gross Revenue, in any given month. If Franchisee receives an offer to barter services that is more than ten percent (10%) of its total monthly Gross Revenue, Franchisee may submit a written request for consideration to NAPC prior to accepting the barter. NAPC will provide an answer to Franchisee's request within fifteen (15) days of the request receipt.

7.14 Hours of Operation. Franchisee will continuously operate the Franchised Business on the days and during the minimum hours that NAPC may from time to time specify in the Operations Manual or otherwise. Franchisee may establish hours in addition to the required minimum hours.

7.15 Minimum Print Requirements. Franchisee must publish a minimum of 5,000 copies of its Natural Awakenings Magazine each month for the first six (6) months and 7,500 copies of its Natural Awakenings Magazine each month for the seventh and all other months of the Initial Term and each Renewal Term.

7.16 Adequate Reserves and Working Capital. Franchisee will maintain adequate financial reserves and working capital sufficient for Franchisee to fulfill all of its obligations under this Agreement and to cover the risks and contingencies of the Franchised Business for at least six (6) months. Such reserves may be in the form of cash deposits or lines of credit.

7.17 Inspection and Operational Audit. NAPC may at any time during regular business hours enter the Franchised Business to conduct an inspection and operational audit to determine compliance with this Agreement and with NAPC's policies, procedures, programs, standards, specifications and techniques as set forth in the Operations Manual. Following any such inspection and operational audit, Franchisee will immediately incorporate into its Franchised Business, at its own expense, any corrections and modifications NAPC requires to maintain the standards of quality and uniformity NAPC prescribes. Franchisee will execute such changes as soon as is commercially reasonable, but not longer than the applicable cure periods set forth in Section 19.

7.18 Forms. Franchisee will use (i) all paper and electronic forms and formats specified by NAPC as part of the NAPC System; (ii) only the latest version of any form or format; and (iii) will not use any unauthorized or obsolete form or format.

7.19 Testimonials and Endorsements. Franchisee will permit NAPC (or any of its authorized agents or representatives) to communicate in any manner with Franchisee's customers to procure customer testimonials and endorsements of the Services, programs or products furnished by Franchisee, the NAPC System and any related services or products. Franchisee will cooperate with NAPC in procuring testimonials and endorsements. NAPC does not owe Franchisee any direct or indirect compensation for any resulting use of such testimonials or endorsements.

7.20 Services, Programs, Equipment, Products and Intellectual Property Developed by Franchisee. Franchisee irrevocably and permanently licenses to NAPC for incorporation into the NAPC System and use by NAPC and its Affiliates, all of the following if developed by Franchisee or on behalf of Franchisee in conjunction with or related to the Franchised Business: programs, services, products, merchandise, goods and/or equipment used or sold by the Franchised Business; the means, manner and style of offering and conducting operations and accomplishing transactions in, at and from the Franchised Business; any business products, programs and services developed for the Franchised Business (including, without limitation, any computer software); all intellectual property created for, adopted by or purchased for the Franchised Business by Franchisee, or any of its affiliates; and all sales, marketing, advertising and promotional programs, campaigns, sweepstakes, expositions, live events, webinars, conferences, trade shows, and trips developed by Franchisee or on Franchisee's behalf. NAPC will not be liable to Franchisee in any manner as a consequence of this irrevocable and permanent license.

7.21 No Statements by Franchisee. Franchisee will make no statements or comments to any media representative or any other third party without NAPC's prior written approval relating to the contents of this Agreement.

7.22 Quality Standards. NAPC may require Franchisee to discontinue providing any service or program, or using or selling any Service, program or product which, in NAPC's sole discretion, does not conform to the image of quality, ethics, source or other standards or specifications established by NAPC or associated with the NAPC Proprietary Marks.

7.23 Commercial Accounts. Franchisee will maintain its commercial accounts, including those with Approved Suppliers, in a current status. Franchisee will seek to promptly resolve any dispute with commercial suppliers.

7.24 Accounting and Bookkeeping System. Franchisee will utilize, at Franchisee's cost, NAPC's standard bookkeeping or accounting systems, any designated accounting services, and computer software and follow the general chart of accounts which NAPC may supply to Franchisee during the initial training program via intranet or other electronic file delivery method. If required by NAPC, Franchisee must use NAPC's designated provider of accounting services and pay NAPC or such provider the then-current fees for same. Franchisee will submit all electronic or other bookkeeping and tax records that NAPC prescribes in the Operations Manual. Franchisee is solely responsible for performing all bookkeeping, record keeping and accounting duties prescribed under this Agreement and in the Operations Manual and for bearing the costs of such activities.

7.25 Requirements Concerning Products and Services. NAPC requires Franchisee to purchase certain equipment, supplies and other products and services from NAPC and third-party vendors approved or designated by NAPC, which may include NAPC's Affiliates. NAPC requires Franchisee to purchase other products, equipment and services by brand name or specification, from vendors of Franchisee's choice. These products, vendors and specifications are identified periodically in the Operations Manual, or in notices from NAPC, but may be changed or modified from time to time as NAPC deems necessary. NAPC will furnish Franchisee with a list of approved and/or designated manufacturers, suppliers and distributors and approved products, equipment, signs, stationary, supplies and other items or services necessary to operate the Franchised Business. Franchisee must only use approved products, services, inventory, equipment, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "approved supplies") in connection with the operation of the Franchised Business as set forth in the approved supplies and approved suppliers lists, as NAPC may amend from time to time as NAPC deems necessary. NAPC has the right to change NAPC's approved and required vendors, distributors and suppliers in NAPC's sole discretion. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense. Franchisee acknowledges and agrees that certain approved supplies, required products and/or services may only be available from one source, and NAPC or its Affiliates may be that source, and that the cost of such supplies, products and/or services may be higher than the cost of the same or similar supplies, products and/or services that may be purchased elsewhere. Franchisee also acknowledges that NAPC and/or its Affiliates will make a profit on the sale of such supplies, products and/or services to Franchisee.

Franchisee further acknowledges and agrees that in purchasing or leasing products, supplies, equipment, materials, services or other approved items from NAPC or suppliers approved or designated by NAPC, including its Affiliates, NAPC disclaims any liability arising out of or in connection with the services rendered or products furnished by any supplier approved or designated by NAPC. NAPC's approval or consent to any services, goods, suppliers, or any other individual, entity or any item shall not create any liability to NAPC. NAPC agrees that it will use its reasonable efforts to fulfill or to cause NAPC's Affiliates to fulfill Franchisee's orders for supplies, products and/or services that Franchisee is required to purchase from NAPC or its Affiliates. However, neither NAPC nor its Affiliates shall be liable to Franchisee in the event that NAPC or its Affiliates are not able to fulfill an order for supplies, products and/or services placed by Franchisee. The cost of any supplies, products and/or services purchased from NAPC or its Affiliates shall be based on the price then in effect, as set forth and identified from time to time in NAPC's confidential published price lists, in the Operations Manual, or through other written communications. Franchisee understands that NAPC and/or its Affiliates may from time to time receive consideration from manufacturers, suppliers, vendors and/or other third parties in respect to sales of products or services to Franchisee or in consideration of services rendered or rights licensed to such persons. Franchisee agrees that NAPC and/or NAPC's Affiliates shall be entitled to said profits and/or consideration.

Franchisee must notify NAPC in writing if Franchisee wants to offer for sale through the Franchised Business any brand of product or any services, or to use in the operation of the Franchised Business any brand of material, item or supply that is not then approved by NAPC, or to purchase any product from a supplier that is not then designated by NAPC as an approved supplier, for NAPC's review and written approval. If requested by NAPC, Franchisee must submit samples and any other information as NAPC may require for testing or to otherwise determine whether the product, material or supplies, or the proposed supplier meets NAPC's specifications and quality standards. Franchisee will be responsible for all costs associated with such testing. If NAPC does not communicate to Franchisee its written approval of the proposed supplier or product within sixty (60) days following NAPC's receipt of all the information and samples NAPC requests, the proposed supplier or product will be deemed unapproved. The supplier may be required to sign a supplier agreement. NAPC may revoke approval of a previously approved item, service or supplier at any time and in NAPC's sole discretion, upon written notice.

7.26 Expos, Conferences and Exhibits. Franchisee may only provide or sponsor expos, conferences, or exhibits with NAPC's prior written consent and using NAPC or its approved vendors that may be required by NAPC.

7.27 Natural Awakenings Magazine Print Date. Franchisee shall not print its Natural Awakenings print magazine before the eighteenth (18th) of the month for the subsequent month's publication without NAPC's prior written approval in each instance.

SECTION 8
ADVERTISING

8.1 Advertising, Defined. **"Advertising"** means any and all advertising, marketing, identification and promotional materials and programs of any type or nature whatsoever including (but not limited to) print, digital, and broadcast advertisements; direct mail materials; telephone presentations; magnetic vehicle signage, brochures; customer forms, worksheets and solicitation materials; advertising specialties; internet banner ads, pages or other communications by computer network or computer "bulletin boards"; business cards; press releases signs; posters; displays; leaflets; newspaper and magazine advertisements and inserts; promotional and general mailings; telephone greetings, messages and voicemail accessible by customers or other third parties; promotional material on videotape, CD-ROM, social media or other electronic media; and any other communication which NAPC identifies as **"**advertising**"** in the Operations Manual.

8.2 Requirements and Limitations for Local Advertising by Franchisee. Franchisee has no requirements for advertising outside of their Natural Awakenings magazine. If Franchisee plans to advertise outside of the Natural Awakenings Magazine Franchisee may only use advertising furnished or approved in writing in advance, as provided in Section 8.3. NAPC is not required to pay for any advertising, identification or promotion, whether or not NAPC furnishes the material or approves the material. Franchisee will conduct all advertising which utilizes the Proprietary Marks or refers in any way to the Franchised Business in a dignified manner, and in a manner calculated to avoid fraud, deception, misrepresentation and/or embarrassment, shame, disparagement or liability of any type or nature whatsoever accruing to NAPC, Franchisee, the Franchised Business, the NAPC System, or NAPC Affiliates. Franchisee will conform all advertising to all applicable laws, rules and regulations as well as the standards, specifications and requirements set forth in the Operations Manual. If NAPC discovers that Franchisee has breached the provisions of this Section 8.2, NAPC will notify Franchisee in writing of the facts, which NAPC believes have given rise to a breach. If Franchisee does not cure the breach within three (3) days following delivery of the notice, then NAPC may terminate or remove any unauthorized advertising at Franchisee**'**s expense. NAPC also will be entitled to terminate this Agreement immediately upon notice to Franchisee.

8.3 Submission of Proposed Local Advertising. Except for local advertising materials, programs and campaigns furnished by Franchisee to NAPC, and for which NAPC has granted its approval, all proposed advertising placed outside of the Franchisee**'**s Natural Awakenings magazine must be done in compliance with NAPC**'**s standards (as broadly defined in Section 8.1 above), which NAPC has the right to review.

8.4 National Advertising Services. NAPC has the right to create local and/or regional advertising cooperatives (**"Regional Cooperative(s)"**). There is no charge to Franchisee for participation in a Regional Cooperative, however Franchisee must agree to participate as follows:

8.4.1 If and when NAPC creates a Regional Cooperative for the geographic region in which the Franchised Business is located, Franchisee will be required to become a member thereof, and participate therein. The size and content of such regions, when and if established by NAPC, shall be binding upon Franchisee and all other franchisees similarly situated. Each Regional Cooperative shall be organized and governed in a form and manner designated by NAPC, and shall commence operations on a date granted permission in advance by NAPC in writing.

8.4.2 Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to NAPC's approval, standardized promotional materials for use by the members in local advertising. No advertising or promotional plans or materials may be used by a Regional Cooperative or furnished to its members without the prior written consent of NAPC.

8.4.3 When and if NAPC creates a Regional Cooperative for the area in which the Approved Territory is a part, Franchisee agrees to contribute to the Regional Cooperative an amount equal to one percent (1%) of Franchisee's Gross Revenues. Such amount shall be in addition to the amount Franchisee must contribute to the National Advertising Fund pursuant to Section 6.10.

SECTION 9
RECORDS; AUDITS; REPORTING REQUIREMENTS

9.1 Records and Audits. Franchisee will keep full and accurate books of accounts and other records, in compliance with the procedures and specifications which are prescribed in the Operations Manual, which may be necessary to properly ascertain and verify the amounts payable to NAPC hereunder. Said books of account will be kept at the Designated Office unless NAPC otherwise approves. Said books and the supporting data will be open at mutually agreed upon times during regular business hours for five (5) years following the end of the calendar year to which they pertain, to the inspection of NAPC or a mutually acceptable certified public accountant for the purpose of verifying Franchisee's sales statements or compliance in other respects with this Agreement. NAPC may inspect, audit and make copies of all business records. Should such inspection lead to the discovery of a discrepancy in reporting of Gross Revenues that equals or exceeds three percent (3%), Franchisee will promptly reimburse NAPC for the Full Audit Cost (as defined in Section 9.2 below) of such inspection in addition to any amounts due to NAPC. Franchisee's understatement of five percent (5%) or more will be a material and incurable breach of this Agreement, which unless NAPC waives such breach, will entitle NAPC to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

9.2 Reporting Requirements. No later than ninety (90) days following the end of each fiscal year, Franchisee will furnish NAPC, in a form NAPC approves, (i) a statement of the Franchisee's profit and loss for the fiscal year, (ii) a balance sheet as of the end of the fiscal year, prepared on a compilation basis and certified to be true and correct by Franchisee, and (iii) such other information as NAPC may require from time to time, including production and labor cost reports, marketing and advertising expenditure reports, and sales and income tax statements. Franchisee must certify that the information in each such report and financial statement is true and complete. NAPC reserves the right, in its sole discretion, to require such annual financial statements to be audited by an independent certified public accountant. If the basis of the audit is Franchisee's failure to comply with Section 9.1, Franchisee will bear the full cost of the audit for the entire period of examination (**"Full Audit Cost"**) including, without limitation, the charges of any attorneys and independent accountants; all travel expenses, room and board; and, compensation of NAPC's employees and designated agents who participated in the audit.

9.3 Non-Compliance Penalty Fees. In addition to any other monetary penalties described in this Agreement, NAPC may assess a penalty of Two Hundred and Fifty Dollars ($250) for a first violation of a term or provision of this Agreement, including, but not limited to, Franchisee's failure to timely provide any required reports or certificates of insurance. If such violation remains uncorrected thirty (30) days after notice from NAPC to Franchisee of the violation, NAPC may, in addition to any other rights and remedies available to NAPC under this Agreement or at law, assess an additional monetary penalty of Five Hundred Dollars ($500). If such violation remains uncorrected thirty (30) days after notice of the additional monetary penalty, NAPC may assess an additional One Hundred Dollars ($100) per day for each day in which the violation remains uncorrected. Nothing shall be a waiver of any other remedy available to NAPC under this Agreement or at law.

SECTION 10
INSURANCE

10.1 Required Insurance. NAPC imposes and prescribes minimum standards and limits for certain types of insurance coverage. NAPC may modify the required minimum limits of insurance coverage from time to time by written notice to Franchisee, by means of supplements to the Operations Manual or otherwise. Upon receipt or attempted delivery of such written notice, Franchisee will immediately purchase insurance conforming to the newly established standards and limits NAPC prescribes. Franchisee will, within ten (10) days following NAPC's execution of this Agreement, obtain and keep in force throughout the term of this Agreement and for a period of one (1) year from the date of the last delivery of Services hereunder, policies of insurance providing the following coverage, issued by an insurer with a minimum rating of A by A.M. Best:

10.1.1 Commercial general liability insurance and contractual liability insurance with a minimum limit of One Million Dollars ($1,000,000.00) combined single limit coverage per occurrence. Such insurance may not have a deductible or self-insured retention of over Five Thousand Dollars ($5,000.00).

10.1.2 Professional liability insurance in the coverage amounts, if any, required by applicable state law or by NAPC from time to time in its reasonable discretion.

10.1.3 Fire and extended coverage insurance on Franchisee's Franchised Business and property in an amount adequate to replace both the Office and the property in case of an insured loss.

10.1.4 Business interruption insurance in sufficient amounts to cover the rental of the Office, previous profit margins (in order that NAPC receives the monthly payments which would have been due were it not for the interruption), maintenance of competent personnel and other fixed expenses during the life of the business interruption.

10.1.5 Workers' compensation and employer's liability insurance in the amount required by statute, unemployment insurance and state disability insurance (as required by law).

10.1.6 Insurance coverage of such types, nature and scope sufficient to satisfy Franchisee's indemnification obligations under this Agreement.

10.2 Additional Insureds. All policies are to contain language making NAPC an additional insured, except for workers**'** compensation coverage. All policies must provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured, include a waiver of subrogation in NAPC's favor, and provide that the coverage shall be primary and non-contributory with, and not excess coverage to, any insurance carried by Franchisor.

10.3 Certificate of Insurance. Upon NAPC**'**s request, Franchisee will submit a certificate of such insurance or coverage letter to NAPC on or before the date the Franchised Business is Open for Business and thirty (30) days prior to the execution of any Renewal Agreement, as defined in Section 3.6.2. The certificate(s) of insurance or coverage letters delivered to NAPC hereunder will specify the dates such coverage expires and provide further that Franchisee will provide thirty (30) days prior written notice to NAPC of any cancellation of coverage, material reduction in the amount of coverage or elimination of coverage.

10.4 Purchase of Insurance on Franchisee**'**s Behalf. If Franchisee fails to purchase insurance conforming with the standards and limits prescribed by NAPC in Section 10.1 above or in the Operations Manual, NAPC in its sole discretion may (but is not required to) obtain the insurance necessary to meet such standards on behalf of Franchisee, through agents and providers of NAPC**'**s choice. In the event that NAPC purchases insurance on behalf of Franchisee, it will immediately notify Franchisee. Within ten (10) business days of receiving such written notification, Franchisee must pay the required premiums directly to the insurer. If Franchisee fails to pay timely the required premiums, Franchisee authorizes NAPC to debit the Bank Account to reimburse itself for the premiums, plus an administrative fee of One Hundred Dollars ($100.00) per month. Nothing in this agreement imposes any duty or obligation on NAPC to obtain or maintain any specific forms, kinds or amounts of insurance coverage on behalf of Franchisee.

10.5 Notice of Claims. Franchisee will notify NAPC of all actions, suit, proceeding, claim, demands, inquiries, investigations, legal actions or arbitral proceedings (collectively, **"Claims"**), asserted or commenced against NAPC, Franchisee, the Responsible Agent, Business Manager or Franchised Business within two (2) days of Franchisee**'**s receiving notice of any such Claim. Franchisee also will respond to all

Claims within the time required by law, rule or regulation. Franchisee will cooperate with NAPC (or its designee) in every way possible to defend itself and NAPC against all Claims made by employees, customers or other third parties. Franchisee will make all appearances NAPC deems necessary at administrative or other hearings to present or reinforce such defenses. (See also, Section 11.2.)

10.6 Failure to Purchase Required Insurance. Failure to purchase or maintain any insurance required by this Agreement, or Franchisee's failure to reimburse NAPC for NAPC's purchase of insurance under Section 10.4, is a material breach of this Agreement which, unless cured by Franchisee as set forth in Section 19.3 or waived by NAPC, will entitle NAPC to terminate this Agreement immediately upon notice to Franchisee.

SECTION 11
RELATIONSHIP OF PARTIES AND INDEMNIFICATION

11.1 Independent Contractor. Franchisee is and will be an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, fiduciary or agency relationship, employment or other relationship between the parties. Neither Franchisee nor NAPC will act as an agent for the other or as guarantor or surety for the obligations of the other. Franchisee does not have the authority to bind or obligate NAPC in any way by any representation. No employee of Franchisee will be deemed to be an employee of NAPC. Neither Franchisee nor any employee of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of NAPC for any purpose, including, but not limited to, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. NAPC will not have the power to hire or fire Franchisee's employees, and Franchisee alone controls Franchisee's employees' wages, hours, assignments, hiring, firing and any benefits. NAPC will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of Franchisee's employees and Franchisee agrees to indemnify NAPC for any such liabilities that it incurs.

11.2 Indemnification. Under no circumstances will either party be liable for any act, omission, contract, debt, expense, or other obligation of the other party, including any violation of the intellectual property rights of third parties. Franchisee will indemnify and hold NAPC, its Affiliates, assigns, designees, officers, directors, employees, agents, attorneys, shareholders, contractors, representatives and officials (collectively, the **"Indemnitees"**) harmless against any and all actions, judgments, claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) to which they become subject or that they incur arising, directly or indirectly, from, as a result of, or in connection with, Franchisee's ownership or operation of the Franchised Business during and after the Term of this Agreement, including, but not limited to, any allegation that Franchisee is NAPC's employee, or that NAPC and Franchisee are a joint employer or otherwise responsible for the acts or omissions relating to Franchisee's employees, and that the Franchised Business or Franchisee violated the ADA or other laws regarding public accommodations for persons with disabilities. This indemnification will specifically include claims from franchisees relating to all services that Franchisee has agreed or subsequently agrees or undertakes to perform on NAPC's behalf.

11.2.1 Excluded from this indemnity is any liability arising from the gross negligence or intentional willful misconduct of the Indemnitees, except to the extent that joint liability is involved, in which case the indemnification provided by this Section 11.2 will extend to any finding of comparative or contributory negligence attributable to Franchisee or any of the Indemnitees, as the case may be.

11.2.2 Franchisee will provide NAPC with written notice of any Claim within two (2) days of Franchisee's actual or constructive knowledge of such Claim. At Franchisee's expense and risk, NAPC may elect to assume (but is not obligated to undertake) the defense or settlement of the Claim. If NAPC so elects, it will seek Franchisee's advice and counsel and keep Franchisee informed with regard to the defense or contemplated settlements. All losses and expenses incurred under this Section 11.2 will be chargeable and paid by Franchisee pursuant to its indemnity obligations herein, regardless of any actions, activity or defense undertaken by NAPC or the subsequent success or failure of the actions, activity, or defense.

11.2.3 To protect persons, property, or its goodwill, NAPC retains the right to consider, offer, order, consent or agree to settlements or to take any other remedial or corrective actions NAPC considers expedient with respect to a Claim if, in NAPC's sole judgment, it is prudent to so do.

11.2.4 Under no circumstances will NAPC or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate their losses to maintain a Claim against Franchisee. Franchisee acknowledges that failure to pursue recovery from third parties or mitigate loss will in no way reduce the monies recoverable by NAPC or the other Indemnitees from Franchisee.

11.2.5 The indemnification obligations of this Section 11.2 will survive the expiration or sooner termination of this Agreement.

SECTION 12
CONFIDENTIAL INFORMATION

12.1 Confidential Information, Defined. Franchisee acknowledges that, as of the date of execution of this Agreement, it has or will acquire knowledge of confidential matters, trade secrets (as defined by applicable state law, as the same may be subsequently amended), recruiting techniques, operations, accounting and quality control procedures, and other methods developed by NAPC through and in the NAPC System and that the unique and novel combination of "know how" and methods developed by NAPC (**"Confidential Information"**) and licensed to Franchisee by NAPC, are peculiar to NAPC and are necessary and essential to the operation of the Franchised Business. Franchisee further acknowledges that the Confidential Information was not known to Franchisee prior to negotiation for, and execution of, this Agreement. Franchisee acknowledges that Confidential Information includes, but is not limited to, the following: the terms of this Agreement, the NAPC System and all Services, products, programs, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are part of the NAPC System; the Operations Manual; Supplements to the Operations Manual; all procedures, systems, techniques and activities employed by NAPC or by Franchisee in the course of offering, selling and furnishing Services, programs or products from, or at, the Offices; all commission and/or pricing paradigms established by NAPC or by Franchisee; all of NAPC's and Franchisee's sources (or prospective sources) of supply, and all information pertaining to same, including pricing structures; specifications for magazine layout and/or content, equipment, signage and appurtenance; the computer hardware, software and peripherals utilized by NAPC and Franchisee; all information pertaining to NAPC and Franchisee's advertising, marketing, promotion and merchandising campaigns, strategies, philosophies, materials, specifications and procedures; NAPC's and Franchisee's internet websites and all information posted on, or received at, such websites; all NAPC training and instructional materials, quality assurance programs, supervision systems, recommended services, record keeping, bookkeeping and accounting systems and documents; revenue reports; activity schedules; job descriptions; records relating to customers; business forms; customer lists; general operations materials; additions to, deletions from, and modifications and variations of the components of the NAPC System or the systems and methods of operation which NAPC employs now or in the future, including all related standards and specifications and the means and manner of offering and selling them; and all other components, specifications, standards, requirements and duties which NAPC or its Affiliates impose. Notwithstanding the foregoing, Confidential Information does not include information which Franchisee can demonstrate legally and properly came to its attention before NAPC disclosed it to Franchisee or which, at or after the time of disclosure, became publicly known through publication or communication by third parties, but not through any act of Franchisee.

12.2 Treatment of Confidential Information.

12.2.1 During the Initial Term and the term of any Renewal Agreement, and after termination or expiration of this Agreement and any Renewal Agreement, Franchisee and each guarantor will not disclose or use for the benefit of any other person or entity, other than NAPC and, during the term of this Agreement or any Renewal Agreement, the NAPC Franchised Business, NAPC's Confidential Information. Franchisee, its officers, directors, shareholders, management, Business Manager, Responsible Agent, sales associates and employees may only use and disclose such Confidential Information as is necessary to operate the Franchised Business, and then only on a "need to know" basis, to those of Franchisee's officers, directors, shareholders, management, Business Manager, Responsible Agent and employees who need access to such Confidential Information for such purpose. Franchisee agrees that it will not use Confidential Information in the design, development, operation or any other aspect of a Competitive Business, as defined in Section 13.1.1. Franchisee agrees that if it engages as an owner, operator or in any managerial capacity in any such Competitive Business, Franchisee will assume the burden of proving that it has not used NAPC's Confidential Information, trade secrets, methods of operation or any proprietary components of the NAPC system. The protection granted hereunder will be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or in equity.

12.2.2 Franchisee and each guarantor will not communicate, directly or indirectly, nor divulge or use for its benefit or for the benefit of any other person or legal entity, any information deemed Confidential Information hereunder, and will comply with guidelines established by NAPC for the purpose of protecting such information. Franchisee will not copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing the Confidential Information, in whole or in part, or store it in a computer database or other electronic format. Franchisee will require its employees and independent contractors to execute a Confidential Information Nondisclosure Agreement in a form provided in the Operations Manual. Franchisee will be responsible for compliance of its shareholders, officers, the Responsible Agent, the Business Manager, each employee, independent contractor and agent with the provisions in this SECTION 12. Upon expiration or termination of this Agreement, Franchisee will return to NAPC (or, upon NAPC's request, destroy and certify such destruction to NAPC) all Confidential Information which is then in Franchisee's possession. Franchisee's obligations under this Section 12 shall survive the expiration or termination of this Agreement.

SECTION 13
FRANCHISEE'S COVENANTS NOT TO COMPETE

13.1 In-Term Covenant Not to Compete.

13.1.1 Franchisee will not, during the term of this Agreement or any Renewal Agreement, without NAPC's prior written permission, on its own account or as an owner, employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, directly or indirectly engage in, be connected with, have any interest in or assist any person or entity engaged in any mobile, open-air advertising business, any natural magazine business, any business that sponsors or plans shows, exhibits, conferences, expos or the like, or any business that provides products or services similar to those provided by the Franchised Business or the NAPC System, or other related business that is in any way competitive with or similar to the business conducted by NAPC or NAPC franchises (a "**Competitive Business**"), nor offer confusingly similar products or services that are offered by NAPC. It is the intention of both parties to this Agreement that this SECTION 13 binds any person or entity with any legal or beneficial interest in, or traceable to, down, or through Franchisee.

13.1.2 Franchisee is prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant. Franchisee will not divert any business that could be handled by the Franchised Business to any other person or entity. This Section 13.1 prohibits not only direct competition but also any form of indirect competition, including but not limited to, consulting for a Competitive Business, acting as an independent contractor for a Competitive Business, or assisting or transmitting information of any kind, which would be of any assistance to a Competitive Business.

13.1.3 For avoidance of doubt, neither Franchisee nor any of its partners, proprietors, shareholders, directors, members, trustees, trustors or beneficiaries or any person or entity having any legal or beneficial interest, including (without limitation) the Franchisee's spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of the Franchisee; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and the Franchisee named as included or having an interest in Franchisee may own, for investment purposes, any capital stock of a Competitive Business.

13.1.4 To preserve the value and integrity of the NAPC System, Franchisee may not accept any advertising business, sales or contracts or participate in business with any competing business or "natural magazine" business outside of the NAPC network.

13.1.5 Franchisee may participate in industry groups or organizations; provided, however, Franchisee will not disclose any Confidential Information in violation of Section 12 or any other provision of this Agreement.

13.2 Post-Term Covenants. Franchisee, its partners, proprietors, shareholders, directors, members, trustees, trustors, beneficiaries, the Business Manager, the Responsible Agent, and any person named in Section 13.1.3 as included or having an interest in Franchisee will not, for a period of two (2) years after the termination or expiration of this Agreement, on their own account or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, limited liability company, partnership or corporation, directly or indirectly, (a) own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any Competitive Business, which is located or operates within the Approved Territory or within the approved territory of any other NAPC franchisee; or (b) solicit or induce any person who is, at the time of termination or expiration of this Agreement, retained as a sales representative of any NAPC franchisee to stop serving as an agent for that party; or (c) divert or attempt to divert any business or customer of a NAPC franchisee to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the NAPC System. The parties expressly agree that the limitations contained in this Section 13.2 are reasonable and necessary to protect NAPC and other NAPC franchises if this Agreement expires or is terminated by either party for any reason. Franchisee will require its partners, proprietors, shareholders, directors, members, trustees, trustors, beneficiaries, the Business Manager, the Responsible Agent, and any person named as included or having an interest in Franchisee, to execute a Confidential Information Nondisclosure and Noncompetition Agreement in the form of Exhibit B, which will prohibit competition by such persons during and for a period of two (2) years after termination of their employment with Franchisee in any Competitive Business within the Approved Territory and which will further prohibit disclosure by such parties to any other person or legal entity of any Confidential Information. Franchisee will vigorously prosecute breaches of any Confidential Information Nondisclosure and Noncompetition Agreement executed pursuant to this Section

13.2. NAPC will be a third party beneficiary of confidentiality agreements executed by Franchisee and its employees and independent contractors, a sample form of which is provided in the Operations Manual, and Franchisee will not amend, modify or terminate any such agreement without NAPC'S prior written consent. NAPC reserves the right, to be exercised in its sole discretion, to enforce the terms of each such executed confidentiality agreement, including, without limitation, the right to bring civil actions to enforce its terms. Franchisee expressly agrees that any claims it may have against NAPC, whether or not arising from this Agreement, will not constitute a defense to the enforcement by NAPC of the covenants not to compete set forth in this Agreement.

13.3 Enforcement of Covenants Not to Compete. Franchisee acknowledges that the provisions of this SECTION 13 are necessary to protect the legitimate business interests of NAPC and other NAPC franchisees including, without limitation, prevention of damage to or loss of goodwill associated with the Proprietary Marks, prevention of the unauthorized dissemination of marketing, promotional and other Confidential Information to Competitive Businesses, protection of the Proprietary Marks, and the integrity of the NAPC System, and the prevention of duplication of the NAPC System. Franchisee also acknowledges that damages alone cannot adequately compensate NAPC if there is a violation of this Section by Franchisee, and that injunctive relief against Franchisee is essential for the protection of NAPC and its Affiliates. Franchisee acknowledges therefore that, if NAPC alleges that Franchisee has breached or violated this SECTION 13, then NAPC will have the right to obtain injunctive relief against Franchisee, in addition to all other remedies that may be available to NAPC without the need to present evidence of irreparable injury. NAPC will not be required to post a bond or other security in any action where NAPC is seeking to enjoin Franchisee from violating this SECTION 13.

13.4 Lesser Included Covenants Enforceable at Law. If all or any portion of the covenants not to compete set forth in this SECTION 13 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency is empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenant. Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of this SECTION 13.

13.5 Independent Covenants. NAPC and Franchisee agree that each of the forgoing covenants shall be construed as independent of any other covenant or provision of this Agreement.

SECTION 14
PROPRIETARY MARKS

14.1 Ownership of Proprietary Marks. The Proprietary Marks are the exclusive property of NAPC (and its Affiliate). Nothing in this Agreement gives Franchisee any right, title or interest in or to any of NAPC's or its Affiliates' Proprietary Marks, except as a mere privilege and license, during the Initial Term of this Agreement, to display and use the Proprietary Marks in the operation of its Franchise and as outlined in the Operations Manual. Franchisee understands that the limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks shown on Schedule 1, and any marks NAPC may designate in the future, so long as NAPC does not subsequently withdraw one or more of the Proprietary Marks from use. All of Franchisee's uses of the Proprietary Marks, whether as a trade mark, trade name or service mark, including any good will engendered by such uses, will inure to NAPC's benefit.

14.2 Acts in Derogation of the Proprietary Marks. Franchisee will not assert any claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of its licensed use of the Proprietary Marks, or for any other reason. Franchisee will not do, or permit any act or thing to be done, in derogation of any of NAPC's rights in connection with the Proprietary Marks, either during or after the Initial Term. Franchisee will not apply for or obtain any trademark or service mark registration for any of the licensed Proprietary

Marks or any confusingly similar marks in Franchisee's own name. Franchisee will use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement.

14.3 Non-Use of Trade Name. NAPC has approved the assumed business name set forth on Schedule 3. Franchisee must conduct its NAPC Franchise under that assumed business name, and may not change this assumed business name without NAPC's prior written permission. Franchisee will identify itself as an independent owner and operator and franchisee, but not an agent, of NAPC's. Franchisee may not use any other trade name or marks in connection with its Franchise, unless with prior approval of NAPC in writing. Notwithstanding the foregoing, if Franchisee is a corporation, partnership or limited liability company, Franchisee may not use the Proprietary Marks, or any confusingly similar words or symbols, in its corporate, partnership or limited liability company name. For avoidance of doubt, Franchisee may not use the word "Natural Awakenings" or any variant as part of its corporate, partnership or limited liability name.

14.4 NAPC's Defense of Proprietary Marks and Prosecution of Infringers.

14.4.1 Franchisee will promptly notify NAPC if Franchisee receives notice, is informed, or learns of any Claim against Franchisee related to any alleged infringement, unfair competition, or other Claim relating to the use of the Proprietary Marks. NAPC will take any action it deems necessary in its sole discretion to protect and defend Franchisee against such Claim. NAPC will defend, compromise and settle such Claim at its sole cost and expense. Franchisee may not settle or compromise such Claim by a third party without NAPC's prior written consent. Franchisee will fully cooperate with NAPC in connection with the defense of such Claim. Franchisee grants irrevocable authority to NAPC and appoints NAPC as Franchisee's attorney in fact, to defend and/or settle all Claims falling within this Section 14.4. Franchisee, at its sole discretion, may join in the defense or settlement of such Claims, but NAPC's counsel will be lead counsel and NAPC's decisions with regards to any settlement will control and will be final. NAPC will indemnify Franchisee against any actual damages and reasonable costs or expenses incurred in connection with such Claim, so long as the Claim is based solely on any alleged infringement, unfair competition or other Claim relating to the use of the Proprietary Marks; provided however that, NAPC will have no obligation to defend Franchisee pursuant to this Section 14.4 if the Claim arises out of, or relates to Franchisee's use of any of the Proprietary Marks in violation of the terms of this Agreement.

14.4.2 Franchisee is obligated to promptly inform NAPC of any unauthorized use of the Proprietary Marks. If Franchisee receives notice, is informed or learns that any third party, who Franchisee believes is not authorized to use the Proprietary Marks, is using either the Proprietary Marks or any confusingly similar variant of the Proprietary Marks, Franchisee promptly will inform NAPC in writing. NAPC, in its sole discretion, will determine whether to take action against the third party. Franchisee has no right to make any demand or prosecute any Claim against an alleged infringer of the Proprietary Marks for any alleged infringement.

14.5 Discontinuance or Substitution of Proprietary Marks. If NAPC decides, in its sole discretion, to modify or discontinue use of one or more Proprietary Marks and/or to adopt, designate or use one or more additional Proprietary Marks, Franchisee will promptly comply with NAPC's instructions. NAPC will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any additions, changes or deletions from the Proprietary Marks. Franchisee waives any claim against NAPC for expenses, losses or damages arising from NAPC's modification, discontinuation or addition to its list of Proprietary Marks.

SECTION 15
REASONABLE CONSENT; TIMELINESS

Whenever this Agreement may require the consent or approval of either party, such consent or approval will not unreasonably be withheld. Responses to such requests of approval will be given within a commercially reasonable period of time. In no event, however, may Franchisee make any claim for money damages based on any claim or assertion that NAPC has unreasonably withheld or delayed any consent or approval to a proposed act by Franchisee under the terms of this Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

SECTION 16
FORM OF OWNERSHIP

16.1 General. Individuals desiring to do business as a corporation, partnership or Limited Liability Company will submit to NAPC in writing a statement including appropriate evidence of compliance with all of the requirements of this SECTION 16 as may be reasonably requested by NAPC. NAPC**'**s written consent to operate as a business entity will be promptly given in the event of compliance with the requirements below. Nothing in this Agreement will be construed as permitting Franchisee to license the rights, duties and obligations contained in this Agreement to a corporation, partnership or limited liability company without assignment made in accordance with SECTION 18 of this Agreement.

16.2 Conditions of Entity Ownership. This Agreement is personal to the individual(s) signing as Franchisee. In the event that Franchisee desires to do business as a corporation, partnership or limited liability company, NAPC will give its written consent to the assignment of this Agreement to such entity only under the following terms and conditions:

16.2.1 If Franchisee is a corporation, limited liability company or any variant (collectively, for convenience, hereinafter referred to as a "**Corporation**"):

16.2.1.1 the Corporation must furnish NAPC with its Articles of Incorporation or other creation document; By-laws; other governing documents; list of officers, directors, shareholders, partner and members (including number and percentage of shares or other equity held); and such other documents as NAPC may reasonably request;

16.2.1.2 the capitalization of the Corporation must be approved in writing by NAPC. The individuals executing this Agreement will own or control at least fifty-one percent (51%) of the voting equity and, in the aggregate, at least fifty-one (51%) of all equity of the assignee entity, and retain such ownership or control during the Initial Term of this Agreement;

16.2.1.3 the Corporation must maintain a current list of all owners of record and all beneficial owners of any class of stock, general or limited partnership interest, membership interests or similar interest in Franchisee, and furnish this list to NAPC upon its request; and

16.2.1.4 the Corporation's organizational documents may not be modified without NAPC's prior written consent. No mortgage, charge, lien, encumbrance, assignment, pledge, transfer or other security interest in respect of any of Franchisee's shares, capital stock, general or limited partnership interest, membership interest or equity interest of any kind may be created in favor of any person(s) or entity(ies) without NAPC's prior written consent. No ownership interest in the Corporation may be sold or transferred without NAPC's prior written consent.

16.2.2 If Franchisee is a partnership or limited liability partnership:

16.2.2.1 it must furnish NAPC with a copy of its partnership agreement or operating agreement, as the case may be, and any other documents which NAPC reasonably requests; and

16.2.2.2 it must prepare and furnish to NAPC a current list of all partners, members and proprietors upon request.

16.2.3 If Franchisee is a limited partnership or Limited Liability Company, the provisions set forth in Section 16.2.1 above will apply to Franchisee's corporate general partner or corporate member and/or manager, if any.

16.2.4 All individuals executing this Agreement will remain personally jointly and severally liable for the performance of all obligations under this Agreement, irrespective of the formation of the entity and all equity holders of the assignee entity who have not signed this Agreement will execute the Personal Guarantee Agreement attached as Exhibit A.

16.2.5 The assignee entity must be legally authorized to do business in the state(s) where the Approved Territory is located and will at all times maintain itself in good standing in the state(s).

16.2.6 The assignee entity's legal name will not contain any word, phrase or clause which is the same as, derivative of, or deceptively or confusingly similar to the trademarks, service marks, slogans, or trade names of NAPC, including but not limited to "Natural Awakenings Publishing Corp." or **"**NATURAL AWAKENINGS**"**. Furthermore, the assignee entity's legal name will not contain any whimsical, suggestive, coined or arbitrarily spelled words or acronyms that might conceivably become known as service marks or trademarks or that might conceivably detract from or denigrate the distinctiveness of the NAPC marks.

16.2.7 If Franchisee is a corporation, partnership, limited partnership or proprietorship, Franchisee (and any assignee) will promptly notify NAPC in writing of any change in any of the information specified in this Section 16 or in any document referred to in this section.

SECTION 17
FRANCHISEE'S REPRESENTATIONS AND WARRANTIES

Franchisee represents and warrants that:

17.1.1 if it is a corporation, partnership or limited liability company, it is duly organized, validly existing under the laws of the state in which it is incorporated and duly qualified to do business in all jurisdictions in which it currently conducts its business;

17.1.2 at the time of the initial execution of this Agreement for the Initial Term as a NAPC Franchisee, it has no outstanding financial obligations, either solely or jointly, actual or contingent, other than those previously disclosed to NAPC in writing;

17.1.3 the execution and delivery of this Agreement is not prohibited by and will not violate any provision of, or result in any breach of, or accelerate or permit the acceleration of performance required by the terms of any applicable law, rule, regulation, decree, order or requirement of any governmental authority or any material contract with any third party, or the Articles of Incorporation, other creation document or By-laws of the Franchisee;

17.1.4 neither Franchisee nor any of its owners, shareholders, partners or members is a party, or has within the last ten (10) years been a party, to any litigation or legal proceedings other than as previously disclosed to NAPC in writing;

17.1.5 it is not a party to any contract, agreement or arrangement which limits or prohibits its entering into this Agreement or the performance of its obligations hereunder; and

17.1.6 it has the authority to enter into this Agreement and perform all of its obligations under this Agreement and that such execution and performance of this Agreement will not conflict with any other agreement to which the Franchisee is a party or by which it is bound.

SECTION 18
ASSIGNMENT; TRANSFER OF FRANCHISE

18.1 Assignment or Transfer. **"Assignment"** includes, but is not limited to, the transfer, issuance or redemption of more than ten percent (10%) of the assets, capital stock, voting power, partnership, membership or proprietorship interest (as the case may be) to any person or entity who is not already a: shareholder, member, partner, proprietor, spouse of any partner or proprietor, a trust controlled by a partner or proprietor whose trustee is a partner or proprietor, a corporation, partnership or limited liability company controlled and composed solely of shareholders, partners, members or proprietors, a shareholder of the Franchisee's general partner, a spouse of one of the Franchisee's general partner or manager, shareholders, a trust controlled by one of the Franchisee's general partner shareholders whose trustee is one of the Franchisee's general partner shareholders, or a corporation, partnership or limited liability company controlled and composed solely of one of the Franchisee's general partner shareholders. An Assignment constitutes a **"Change in Ownership"**. Franchisee will immediately report to NAPC in accordance with the procedures set forth in the Operations Manual: (i) all Changes in Ownership in a corporate, partnership, general partnership, Limited Liability Company or proprietorship franchisee, and (ii) all changes in ownership wherein the amount of ownership transferred is ten percent or less than ten percent (10%).

18.2 Assignment by NAPC. NAPC may assign this Agreement or any rights or obligations created by it at any time without Franchisee's consent, provided that, if such Assignment results in the performance by the assignee of NAPC's functions under this Agreement: (i) the assignee must, at the time of Assignment, be financially responsible and economically capable of performing NAPC's obligations under this Agreement, and (ii) the assignee must expressly assume and agree to perform such obligations.

18.3 Assignment by Franchisee. Except as provided herein, neither Franchisee's interest in this Agreement, its rights, privileges or obligations under this Agreement, the Franchised Business, nor any interest in the Franchised Business may be assigned, sold, transferred, shared, reconsidered, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, without obtaining NAPC's prior written consent in accordance with this SECTION 18 or without first complying with NAPC's right of first refusal pursuant to Section 18.4 below. Any actual or attempted Assignment, transfer or sale of this Agreement, the Franchised Business, Franchisee (if an entity) or of any interest in any of these, in violation of the terms of this Agreement will be void and will constitute a material and incurable breach of this Agreement which, unless NAPC waives the breach, will entitle NAPC to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

18.4 NAPC's Right of First Refusal. Franchisee's rights to assign, transfer, redeem or sell (collectively, **"Transfer"**) any interest in this Franchise Agreement or the Franchised Business, voluntarily or by operation of law (as provided in Section 18.7 below) will be subject to NAPC's right of first refusal. NAPC may exercise its right of first refusal in the following manner:

18.4.1 Franchisee must deliver to NAPC a true and complete copy of the proposed assignee's offer (the "**Notice**"), including a record reflecting the receipt of an earnest money deposit of at least five percent (5%) of the Total Sale Price (as defined herein in Section 18.5.11), furnish to NAPC any additional information concerning the proposed transaction and the proposed assignee that NAPC reasonably requests.

18.4.2 Within thirty (30) days after NAPC's receipt of the Notice (or, if NAPC requests additional information, within thirty (30) days after receipt of the additional information), NAPC may either consent or withhold its consent to the Transfer, in accordance with this Section, or at its option, accept the Assignment to NAPC or to its nominee, on the terms and conditions specified in the Notice. NAPC is entitled to all of the customary representations and warranties given by the seller of assets of a business, including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and Franchisee's contingent and other liabilities affecting the assets.

18.4.3 NAPC may audit and inspect the Franchised Business and may investigate any other matters NAPC deems necessary or desirable to determine whether to exercise its rights under this Section 18.4. NAPC may conduct a commercially reasonable investigation. Franchisee, its shareholders, partners, members, officers and employees will fully cooperate with NAPC if it conducts any such audit, inspection or investigation in connection with the exercise of its rights under this Section.

18.4.4 NAPC's credit will be considered equal to the credit of any proposed purchaser. NAPC may substitute cash for any other form of payment proposed in the offer.

18.4.5 If NAPC exercises its right of first refusal, NAPC will have no less than ninety (90) days after notifying Franchisee of NAPC's election to exercise its right of first refusal to prepare for closing. Franchisee will take all action necessary, if applicable, to assign its lease agreement, if any, with the lesser of the Designated Office to NAPC.

18.4.6 If NAPC elects not to exercise its right of first refusal and it consents to the proposed Assignment, then Franchisee will, subject to the provisions of this Section, be free to assign this Agreement or the Franchised Business to Franchisee's proposed assignee on the terms and conditions specified in the Notice. If the terms of the Assignment are changed, the changed terms constitute a new offer, and NAPC will have a right of first refusal with respect to the new offer.

18.4.7 NAPC's election not to exercise its right of first refusal with regard to any offer will not affect its right of first refusal with regard to any later or modified offer. If NAPC does not exercise its right of first refusal, it will not constitute approval of the proposed transferee, assignee, redemption or the Assignment itself. Franchisee and any proposed assignee must comply with all of the criteria and procedures for Assignment of the Franchise, the Franchise Agreement and the Franchised Business specified in this Section 18.

18.5 Conditions for Approval of Transfer. Franchisee may not sell, assign or transfer the Franchise conveyed by this Agreement, the Franchised Business, or any interest in any of these or in Franchisee (if an entity), without NAPC's prior written consent. If NAPC does not exercise its right of first refusal (as provided in Section 18.4 above), NAPC will not unreasonably withhold consent to such Assignment. Franchisee acknowledges that it is not unreasonable for NAPC to impose, among other requirements, the following conditions to obtaining NAPC's consent to such Assignment:

18.5.1 Franchisee must comply with the right of first refusal provisions of Section 18.4 of this Agreement;

18.5.2 the Franchisee must furnish NAPC with a copy of the proposed contract of assignment (and any related agreements) and, promptly following execution, a copy of the executed contract of assignment (and any related agreements);

18.5.3 the proposed assignee must apply to NAPC for acceptance as a franchisee, and must furnish NAPC the information and references that NAPC reasonably requests to determine the proposed assignee's skills, qualifications, financial condition, background and history, reputation, economic resources and ability to assume Franchisee's duties and obligations under this Agreement and any other agreement between the parties;

18.5.4 the proposed assignee (or, if an entity, the principals of the proposed assignee) must present himself for a personal interview at NAPC's corporate office, or any other location NAPC designated, at a time and date NAPC reasonably requests, at the proposed assignee's expenses;

18.5.5 the proposed assignee (or if an entity, the principals of the proposed assignee) adequately demonstrates, to the satisfaction of NAPC, that he has the skills, qualifications, ethics, and economic resources to conduct the Franchised Business contemplated by this Agreement, and to fulfill Franchisee's obligations under this Agreement;

18.5.6 if this Agreement is being assigned, or if the Franchised Business is being sold, NAPC may require that the proposed assignee demonstrate a business record which is approximately comparable to that of Franchisee;

18.5.7 as of the date of the assignment, Franchisee must have cured any existing defaults under any provisions of this Agreement and must have fully satisfied all of Franchisee's accrued monetary and other obligations to NAPC and its Affiliates under this Agreement and any other agreement or arrangement with NAPC or its Affiliates;

18.5.8 the Franchisee must pay to NAPC the Transfer Fee set forth in Section 6.8;

18.5.9 The proposed assignee and its proposed Responsible Agent and/or Business Manager must attend and satisfactorily complete the Initial Training Program described in Section 4.1.1 before the Assignment will become valid. The fee for said training will be Three Thousand, Five Hundred Dollars ($3,500.00) per attendee ("Transfer Training Fee"). All expenses for transportation, lodging, food and other related expenses will be borne by the attendee;

18.5.10 The Total Sale Price of the Assignment from Franchisee to the proposed assignee is not so excessive that, in NAPC's sole discretion, such Total Sale Price jeopardizes the continued economic viability and future operations of the Franchised Business and/or the proposed assignee. "**Total Sale Price**" means all consideration of every kind paid or payable to Franchisee or any other person, relating to the Assignment of the Franchise, the Agreement or the Franchised Business, whether money, property or other thing or service of value;

18.5.11 To assure the continuity in the publication of the Natural Awakenings Magazine, the closing of the transfer must take place between the first and tenth day of a calendar month, unless NAPC agrees to a different date;

18.5.12 If the Franchisee or any transferring Owner finance any portion of the purchase price for an Assignment of this Agreement or sale of the Franchised Business from the proposed assignee or its owners, Franchisee and the transferring Owner will have agreed that all obligations of the assignee under or pursuant to any promissory notes, agreements or security interests reserved by Franchisee and/or the transferring Owner in the transferred property will be subordinate to the obligations of the assignee to pay all amounts due to NAPC pursuant to the franchise agreement, and otherwise to comply with assignee's obligations under such franchise agreement; and, if the Franchisee or the transferring Owner foreclose on any security interest in such franchise agreement will not have any right to operate the Franchised Business without the prior written approval of NAPC;

18.5.13 The proposed assignee must execute a Confidential Information Nondisclosure and Noncompetition Agreement in the form of Exhibit B to this Agreement and a Personal Guarantee Agreement in the form of Exhibit A to this Agreement;

18.5.14 If this Agreement is being assigned, or the Franchised Business is being sold, the proposed assignee must execute a separate Franchise Agreement in the form and on the terms and conditions then generally being offered to similarly-situated prospective franchisees. Notwithstanding the preceding sentence, the Approved Territory will be the same as the Approved Territory identified in this Agreement; NAPC will waive the Initial Franchise Fee; the term of the separate Franchise Agreement will expire on the date of expiration of this Agreement unless NAPC and the proposed assignee otherwise agree. The execution of the separate Franchise Agreement will terminate this Agreement; however, the Personal Guarantee Agreements and the post-termination and post-expiration provisions under this Agreement will remain in effect;

18.5.15 The Franchisee (and all shareholders of a corporate Franchisee, and all partners of a partnership Franchisee, all members of a limited liability company Franchisee, all proprietors of a proprietorship Franchisee, all shareholders of a general partner of a limited partnership Franchisee and all shareholders of a member of the limited liability company Franchisee) must execute a general release, in a form satisfactory to NAPC, of any and all Claims, which Franchisee and Franchisee's partners, members, proprietors, directors, officers, shareholders, executors, administrators and assigns (as the case may be) may or might have against NAPC and its Affiliates, and their respective officers, directors, shareholders, agents, attorneys, contractors and employees in their corporate and individual capacities including without limitation, Claims arising under federal, state and local laws, rules and ordinances;

18.5.16 The proposed assignee, at its expense, must upgrade the Franchised Business to conform to the then-current standards and specifications of the NAPC System, and complete this upgrading within the time reasonably specified by NAPC;

18.5.17 At or prior to the transfer of all royalties, fees and other monies due and owing to NAPC and/or its Affiliates and liable to NAPC for all of its other obligations arising under this Agreement prior to the effective date of the Assignment, and will execute all instruments reasonably requested by NAPC to evidence such liability; and

18.5.18 Franchisee, the Responsible Agent and/or Business Manager, commencing on the effective date of the Assignment, comply with their confidentiality obligations and their post-termination covenants not to compete set forth in Section 13.2 of this Agreement and Exhibit B.

18.6 Consent to the Assignment of Any Lease Agreement. If Franchisee is leasing the building in which its Designated Office or Franchised Business is located, and if NAPC consents to an Assignment of this Agreement, the Designated Office and the Franchised Business, NAPC will consent to the assignment of Franchisee's lease agreement with its Designated office and Franchised Business lessor.

18.7 Indemnification for Claims Relating to Assignment. Franchisee will defend at its own cost and indemnify and hold harmless NAPC and the other Indemnitees (as defined in Section 11.2) from and against any and all losses, costs, expenses (including attorneys' and experts' fees and disbursements), court costs, travel and lodging costs, personnel costs, Claims and damages resulting directly or indirectly from, or pertaining to, any statements, representations or warranties that may be given by Franchisee to any proposed assignee of the Franchise, or any claim that Franchisee engaged in fraud, deceit, violation of applicable franchise laws or other illegality in connection with the negotiations leading to the consummation of the Assignment. The indemnification obligations set forth herein will survive the expiration of this Agreement.

18.8 Transfer Upon Death.

18.8.1 Upon Franchisee's death or Disability (if Franchisee is an individual) or the death or Disability of Franchisee's last surviving principal, partner, member or shareholder (if Franchisee is a business entity), that person's rights will pass to his or her estate, heirs, legatees, guardian or representatives, as appropriate (collectively, the "**Estate**"). Disability will be determined upon examination of the person by a licensed practicing physician selected by NAPC before the end of the ninety (90) day period, when NAPC reasonably believes the person to be disabled. If the person refuses to submit to an examination, then the person will be automatically deemed permanently disabled as of the date of such refusal. NAPC will pay the cost of any examination required under this Section 18.8.

18.8.2 The Estate may continue the operation of the Franchised Business if:

18.8.2.1 the Estate provides a competent and qualified individual acceptable to NAPC (which determination will be based substantially upon the person's skills, qualifications, ethics, and economic resources) to serve as Business Manager and Responsible Agent and operate the Franchised Business on a full-time basis;

18.8.2.2 such individual attends and completes the next offered Initial Training Program at the Estate's expense; and

18.8.2.3 such individual assumes full-time operation of the Franchised Business as Business Manager and Responsible Agent within sixty (60) days of the date the person dies or becomes Disabled.

18.8.3 Alternatively, the Estate may sell the franchise within sixty (60) days in accordance with the provisions of this SECTION 18. If the Estate sells the Franchise in accordance with the provisions of Section 18.8, no Transfer Fee will be required.

18.8.4 If the Estate does not comply with the provisions of Section 18.8.1 within 6 months of the date of death or disability, this will constitute a material breach of this Agreement, which unless cured by the Estate as provided in SECTION 19, will result in this Agreement being terminated immediately.

18.8.5 From the date of death or Disability until a fully trained and qualified Business Manager assumes full-time operational control of the Franchised Business, NAPC may assume full control of, and operate the Franchised Business, but will have no obligation to do so. The financial adjustments and deductions associated with NAPC temporarily operating the Franchised Business are provided in the Operations Manual. NAPC is not obligated to operate Franchisee's Franchised Business and if it does so, it is not responsible for any operational losses of the Franchised Business.

18.9 No Encumbrance. Franchisee may not pledge, encumber, hypothecate or otherwise given any third party a security interest in this Agreement, the Franchised Business or the Designated Office in any manner without NAPC's prior written permission, which NAPC, in its sole discretion, may withhold for any reason.

SECTION 19
DEFAULT; TERMINATION OF FRANCHISE

19.1 Termination by Franchisee. Franchisee may terminate this Agreement only with the prior written consent of NAPC.

19.2 Termination by NAPC with No Opportunity to Cure. Upon the occurrence of any of the events set forth in this Section 19.2, NAPC has the right to terminate this Agreement, at its option, without giving Franchisee any opportunity to cure the breach, effective immediately upon Franchisee's receipt of Notice of Default (as defined below).

19.2.1 Franchisee fails to be Open for Business by the Commencement Date, or to fulfill all of its Pre-Opening Obligations, as defined in Section 7.1;

19.2.2 Franchisee or any third-party affiliated with Franchisee has any direct or indirect interest in the ownership or operation of any Competitive Business or other business that is confusingly similar to an NAPC Business (described in Section 1.10) or uses the NAPC system or the Proprietary Marks;

19.2.3 Franchisee files, or has filed against it, a petition for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or goes into liquidation or receivership;

19.2.4 Franchisee, the Business Manager, Responsible Agent or one of Franchisee's owners or shareholders commits a felony act or any act that is in violation of federal, state or local law which, in NAPC's sole discretion, adversely affects the goodwill or reputation of NAPC; does not comply, for a period of ten (10) days after notification of noncompliance by NAPC or any governmental or quasi-governmental authority regarding any matter involving or affecting the operations of Franchisee's Franchised Business; makes a willful misrepresentation or does not make a material disclosure required by an governmental or quasi-governmental authority regarding any matter involving or affecting the operations of Franchisee's Franchised Business;

19.2.5 Franchisee copies, distributes or otherwise discloses Confidential Information to a third party;

19.2.6 Franchisee operates outside of its exclusive territory without prior written consent of NAPC;

19.2.7 Franchisee fails to bring its Franchised Business into compliance within a commercially reasonable time, but in no event more than thirty (30) days, after receiving written notice from NAPC that the Franchised Business is not in compliance with NAPC standards and operational requirements as prescribed in this Agreement, the Operations Manual and the Supplements to the Operations Manual;

19.2.8 Franchisee takes, withholds, misdirects or appropriates for its own use any funds withheld from its employees' wages which should have been set aside for the Franchisee's employees' taxes, FICA, insurance or benefits; wrongfully takes or appropriates for Franchisee's own use NAPC's property or funds; systematically fails to deal fairly and honestly with Franchisee's sales associates, other personnel or customers; or knowingly permits or, having discovered the facts, fails to take any action against or to discharge any sales associate, agent, or employee who has embezzled NAPC's funds or property or that of any customers or others;

19.2.9 Franchisee voluntarily abandons the Franchise by failing to operate the Franchised Business in accordance with the terms of this Agreement for a period of ten (10) consecutive days, or for twenty (20) days in any period of thirty (30) consecutive days, unless such failure is due to an Unavoidable Delay as described in SECTION 21;

19.2.10 Due to fire, flood, earthquake or other Act of God, Franchisee fails to operate the Franchised Business in accordance with the terms of this Agreement for a period of one hundred eighty (180) days, and also fails to seek and obtain NAPC's approval for relocation of the Franchised Business (as provided in Section 5.3);

19.2.11 There is a Change in Ownership as defined in Section 18.1 and Franchisee fails to comply with the requirements of Section 18.5;

19.2.12 Franchisee sells, leases, assigns, transfers, conveys, gives away, pledges, mortgages, or encumbers any interest in this Agreement, in the entity which owns Franchisee, or in any way removes the Franchise granted by this Agreement from the actual or legal supervision or control of Franchisee, or attempts to do any of same without the prior written consent of NAPC;

19.2.13 A threat or danger to public health or safety results from Franchisee's continued operation of the Franchised Business;

19.2.14 Franchisee fails to purchase or maintain any insurance required by this Agreement, or fails to reimburse NAPC for NAPC's purchase of insurance under SECTION 10;

19.2.15 Franchisee receives two (2) or more notices of default within any consecutive twelve (12) month period;

19.2.16 Franchisee fails to run an advertisement of a National Advertiser as required on three (3) or more occasions; or

19.2.17 If NAPC discovers that Franchisee has breached the provisions of Section 8.2, and Franchisee does not cure the breach within three (3) days following delivery of the notice.

19.3 Termination by NAPC with Thirty Days to Cure. Subject to the provisions of Section 19.2, Franchisee will have thirty (30) calendar days after receiving a **"Notice of Default"** within which to remedy any default under this Agreement (or, if the default cannot reasonably be cured within such period, to initiate action to cure the default within that time), and to provide NAPC with evidence that Franchisee has so remedied or initiated action toward remedy. A **"Notice of Default"** is a written notification from NAPC identifying an alleged breach of this Agreement or a failure to comply with the Operations Manual. A Notice of Default will state whether such breach of failure is capable of cure and whether, in NAPC's discretion, cure can be effected within thirty (30) days. After delivery of a Notice of Default to Franchisee, NAPC has the right to suspend performance of any of its obligations until the default is cured or this Agreement is terminated. If Franchisee has not cured any default within thirty (30) days (or, as the case may be, if Franchisee has not initiated action to cure the default within such time) or any longer period of time as required by applicable law, NAPC has the right to terminate this Agreement upon expiration of the thirty (30) day period by sending written notice to Franchisee. Defaults under this Agreement which are subject to this Section 19.3 include, but are not limited to, the following events:

19.3.1 Franchisee fails to pay, when due, any of its financial obligations to NAPC or its Affiliates, including any Promissory Note given to NAPC as partial payment of the Initial Franchise Fee, within seven (7) business days of the date such payment is due;

19.3.2 Franchisee fails to submit to NAPC in a timely manner any information, certificate, or report which Franchisee is required to submit under this Agreement;

19.3.3 Franchisee fails to operate the Franchised Business in accordance with the Operations Manual or any other specifications or standards NAPC makes known to Franchisee from time to time;

19.3.4 Franchisee breaches any requirement, obligation, term or condition of this Agreement or any other agreement between Franchisee and NAPC, or any rule, procedure, amendment, or supplement to this Agreement established by NAPC;

19.3.5 Franchisee sells, uses or stocks any products not purchased from NAPC or through, an Approved Supplier, in violation of this Agreement;

19.3.6 Franchisee fails to obtain NAPC's prior consent, whenever required to do so by this Agreement; or

19.3.7 Franchisee fails to open its Designated Office to the public and commence business operations on the Commencement Date.

19.4 NAPC's Right to Cure Defaults. In addition to all other remedies granted pursuant to this Agreement, if Franchisee defaults in the performance of any of its obligations, or breaches any terms or conditions of this Agreement or any related agreement, then NAPC may, at its election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to Franchisee, cure the default on Franchisee's behalf. NAPC's cost of curing the default and all related expenses is due and payable by Franchisee on demand.

19.5 Rights and Obligations After Termination or Expiration. Upon termination or expiration of this Agreement, Franchisee will:

19.5.1 Within thirty (30) days, pay all royalties, fees and other monies due and owing to NAPC and/or its Affiliates;

19.5.2 Within ten (10) business days, pay all sums due and owing to any landlord, employees, taxing authorities, advertising agencies and all other third parties;

19.5.3 Immediately provide NAPC with a list of pending transactions that are subject to a prior binding written agreement ("**Pendings**") and all customer, subscriber and other lists, as of the date of termination or expiration, in electronic or written format, as NAPC directs. Upon Franchisee's receipt of any Gross Revenues in connection with any of such Pendings, Franchisee immediately must notify NAPC of the receipt of such Gross Revenues and immediately pay to NAPC the Royalty Fees due on such amounts;

19.5.4 Permit NAPC, at any time between the date of termination or expiration and the thirtieth (30th) day after the date of termination or expiration, with or without notice, during regular business hours, to enter the premises of the Franchised Business (or any other location where records are maintained) to inspect, audit and make copies of all records, including the books or records of any corporation or individual(s) which owns the Franchised Business, with Franchisee's full cooperation;

19.5.5 Deliver to NAPC all property of NAPC's, including but not limited to, the Operations Manual, customer lists, customer contact information, display items, advertising and promotional materials, any and all materials which bear the Proprietary Marks, advertising contracts, forms and other materials, and any copies of them in Franchisee's possession. (Franchisee may retain no copy or record of any of the aforementioned documents, except for its copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs to comply with any law);

19.5.6 Immediately discontinue use of the Proprietary Marks and not operate or do business under any name or in any manner which might tend to give the general public the impression that Franchisee is operating a NAPC Franchised Business; do not establish any website using any similar or confusing domain names and/or e-mail addresses, Franchisee may not identify itself on any website as a former franchisee of NAPC's, and Franchisee may not use the Proprietary Marks or any colorable imitation of any of them in any metatag; take all necessary action to cancel with federal, state or local governmental authorities any assumed name or equivalent registration which contains the Proprietary Mark, "NAPC", or any other Proprietary Mark of NAPC's, or any variant;

19.5.7 Irrevocably assign and transfer to NAPC (or to another Affiliate or other designee of NAPC's) any and all interests Franchisee may have in any and all websites, domain names, e-mail addresses and social media pages and accounts not identified in Schedule 3 to this Agreement that Franchisee maintains in connection with the Franchised Business;

19.5.8 Immediately execute all agreements necessary to effectuate the termination or expiration in a prompt and timely manner;

19.5.9 Take any steps that, in NAPC's sole judgment, are necessary to delete Franchisee's listings from any and all telephone directories; cease using the telephone numbers listed in any telephone directories under the name "Natural Awakenings" or any other confusingly similar name or, upon NAPC's request, direct the telephone company to transfer the telephone numbers listed for the Franchised Business in any telephone directories to NAPC or to any other person or entity that NAPC directs; terminate any other references or identifications that indicate to third parties that Franchisee formerly was associated with NAPC, including but not limited to such references included in telephone greetings and voice mail messages;

19.5.10 Continue to abide by those restrictions pertaining to the use of Confidential Information as set forth in SECTION 12;

19.5.11 Immediately execute all agreements necessary to effectuate the transfer of the telephone and/or fax numbers previously used in the operation of the Natural Awakenings business. Such transfer must be completed within fifteen (15) days of termination; and

19.5.12 Within ten (10) business days, assign all contracts with advertisers from Franchisee to NAPC or its designee.

19.6 Power of Attorney. Contemporaneously with the execution of this Agreement, Franchisee must also execute the Power of Attorney attached as Exhibit C, by which Franchisee appoints NAPC as its attorney-in-fact to take the actions described in Section 19.5 if Franchisee fails or refuses to do so within ten (10) business days after termination or expiration of this Agreement. If the Franchisee is an entity, NAPC will furnish Franchisee with a resolution, which Franchisee agrees to adopt, drafted in compliance with the laws of the state of organization of the entity and specifically authorizing execution of the Power of Attorney. If the form required for Franchisee's state changes so that it is different from the Power of Attorney attached as Exhibit C, Franchisee agrees to execute the then-current form of power of attorney giving NAPC the above powers immediately upon NAPC's request and from time to time.

19.7 Franchisee's Pre-Agreement Active Websites. Franchisee has provided NAPC with a list of active website domain names and e-mail addresses (identified in Schedule 3) which Franchisee represents that

Franchisee continually has utilized preceding execution of this Agreement in promoting Franchisee's business established prior to execution of this Agreement. Upon the expiration or termination of this Agreement, Franchisee may retain ownership and use of the domain names and e-mail addresses identified in Schedule 3, so long as Franchisee removes (and refrains from adding) NAPC's Proprietary Marks, references to the Designated Office and Franchisee's previous affiliation with NAPC as a Franchisee.

19.8 NAPC's Right to Use Information Obtained from Franchisee. Franchisee acknowledges that during and after the term of this Agreement, NAPC will have the right to access and use for business purposes all information concerning Franchisee's customers that Franchisee reports to NAPC or which NAPC learns due to Franchisee's status as a Franchisee. Such information includes, but is not limited to, the following: public relations, advertising and direct mail solicitations, statistical compilations, investigations and resolutions of complaints, inspections, operational audits, financial audits, quality surveys. Following the expiration or termination of this Agreement, NAPC may make such information available to its Affiliates or other franchisees for whatever business purposes NAPC, at its sole option, considers appropriate.

19.9 Remedies. If this Agreement is terminated by NAPC due to a default or breach of Franchisee, or if Franchisee breaches this Agreement by a wrongful termination of this Agreement, then NAPC will be entitled to seek recovery from Franchisee for all of the damages that NAPC has sustained or will sustain in the future as a result of Franchisee's breach of this Agreement, including, but not limited to the costs and expenses, including reasonable attorneys' fees, incurred by NAPC as a result of enforcing the provisions of this Agreement.

SECTION 20
GOVERNING LAW

This Agreement will become effective upon its acceptance and execution by NAPC in the State of New Jersey. The laws of the State of New Jersey, excluding those governing conflicts of laws, will govern this Agreement in all respects, including validity, interpretation and effect, and such laws will prevail in the event of any conflict of law.

SECTION 21
UNAVOIDABLE DELAY OR FAILURE TO PERFORM

Any delay in either party's performance of any duties under this Agreement, or any non-performance of such duties, which is not either party's fault (as applicable) or within either party's reasonable control, including but not limited to, floods, fire, natural disasters, acts of God, war, civil unrest, any governmental act or regulation. Any delays or defaults in deliveries of common carriers or postal services or overnight couriers, computer network outages, worms, or viruses, late deliveries or non-deliveries of goods or non-furnishing of services by third-party vendors, labor strikes (collectively, an "**Unavoidable Delay**"), will not constitute a breach of this Agreement. If such an event outside of Franchisee's reasonable control should occur, Franchisee will not be in default of this Agreement and NAPC will, in its reasonable commercial discretion, agree to Franchisee's relocation and Franchisee will not pay an additional Initial Franchisee Fee. Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days and Franchisee does not seek and obtain NAPC's approval to relocate the Franchised Business, NAPC will have the right at any time thereafter to terminate this Agreement upon thirty (30) days written notice to Franchisee. Failure to timely pay any fees or amounts due under this Agreement shall not constitute an Unavoidable Delay.

SECTION 22
DISPUTE RESOLUTION

22.1 Limitation of Actions. Any claim, demand, or cause of action based on any provision of this Agreement, or in any way related to the franchise granted herein, will be barred unless raised within two (2) years of the occurrence, with the exception of those sections pertaining to the payment of fees, the requirement to maintain insurance, and the indemnification and hold harmless provisions.

22.2 Prompt Resolution. NAPC and Franchisee promptly will attempt to resolve any dispute between the parties by negotiation between executives of NAPC and Franchisee who have authority to settle the dispute.

22.3 Arbitration.

22.3.1 Subject to the limitation of Section 22.3.3 below, if any dispute cannot be settled by negotiation, the parties agree that such dispute will be submitted to binding arbitration in New Jersey under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). One arbitrator chosen from the panel of the AAA will conduct the arbitration. The arbitrator will strictly apply in his or her decision the substantive rules of law of the State of New Jersey (conflict of law rules excluded) and not principles of equity. The arbitration must take place in Somerset, New Jersey or other location near NAPC's headquarters and agreed to by NAPC. Any arbitration must be resolved on an individual basis and not joined as part of a class action of the claims of other parties. Discovery permitted under any arbitration will be limited to a thirty (30) day period and will be directed exclusively to liability and damages issues. The arbitrator will make written findings of fact and will explain the legal bases for his or her decision. Until the arbitrator awards costs and attorneys' fees as set forth below, the parties will each pay one-half the costs of arbitration. Judgment on any award will be binding, final and non-appealable. The parties consent to the jurisdiction of any federal or state court of competent jurisdiction for judicial acceptance or confirmation of the award after it has been entered by the arbitrator. The Federal Arbitration Act will apply to any arbitration under this Agreement.

22.3.2 Demand for arbitration will be filed in writing with the other party to this Agreement and with the AAA. A demand for arbitration will be made within a commercially reasonable time after the claim, dispute, or other matter in question has arisen. In no event will the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

22.3.3 This arbitration requirement does not apply to any claim or action by NAPC or its Affiliates against Franchisee to collect money owed or to enforce NAPC's rights in its Confidential Information, or in its intellectual property, which action may be brought in any jurisdiction chosen by NAPC. NAPC expressly retains the right to assert claims in litigation against Franchisee if necessary to defend its interests in litigation initiated by third parties. Third-party legal actions concerning the Proprietary Marks will be solely under the control of NAPC. Should Franchisee be named a party to or be aware of any suit filed involving the Proprietary Marks, Franchisee must notify NAPC in writing immediately.

22.4 Forum Selection. Notwithstanding the foregoing, to the extent any litigation is instituted between the parties, it will be instituted only in the New Jersey Superior Court, Somerset County, New Jersey or the United States District Court for the District of New Jersey. NAPC and Franchisee irrevocably submit themselves to, and consent to, the jurisdiction of said courts. Nothing, however, will prevent NAPC, in its sole discretion, from instituting litigation in another court to comply with jurisdictional requirements in obtaining restraining orders, preliminary injunctions, or permanent injunctions protecting NAPC's Marks.

22.5 Related Parties. The provisions of this SECTION 22 will apply to any dispute between NAPC, NAPC's officers, directors, shareholders, representatives, agents, or employees on the one hand, and Franchisee, Franchisee's officers, directors, shareholders, representatives, agents, or employees, on the other hand, whether or not any of such individuals are parties to this Agreement.

22.6 Injunctive Relief. NAPC will be entitled to seek the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: (i) Proprietary Marks and the NAPC System; (ii) the obligations of Franchisee upon termination or expiration of this Agreement; (iii) assignment of this Agreement or ownership interests of Franchisee; (iv) the covenants not to compete; (v) confidentiality; or, (vi) any act or omission by Franchisee, Franchisee's employees or Franchisee's Agents that: (x) constitutes a violation of any applicable law, ordinance or regulation; (y) is dishonest or misleading; or (z) may impair the goodwill associated with the Proprietary Marks and the NAPC System. Franchisee acknowledges that any violations of the provisions of this Agreement will cause serious, irreparable injury to the NAPC System, for which money damages cannot compensate. Franchisee further acknowledges that the provisions of this Section 22.6 are necessary to protect the legitimate business interests of NAPC and other franchisees including, without limitation, prevention of damage to, or loss of, goodwill associated with the Proprietary Marks, prevention of the unauthorized dissemination of Confidential Information to third-parties, protection of NAPC's Trade Secrets, the integrity of the System, and the prevention of duplication of the System.

22.7 Costs of Enforcement. NAPC is entitled to recover from Franchisee reasonable attorneys' fees, experts' fees, court costs and other litigation related expenses, if NAPC prevails in any action instituted against Franchisee to secure or protect NAPC's rights under this Agreement, or to enforce the terms of this Agreement, or in any action commenced or joined in by Franchisee against NAPC.

22.8 Attorneys' Fees. If NAPC becomes a party to any action or proceeding arising out of or relating to this Agreement, any and all related agreements, or the Franchised Business: (i) as a result of any claimed or actual act, error or omission of Franchisee's (and/or any of its officers, directors, shareholders, management, employees, contractors, representatives or agents) or the Franchised Business; (ii) by virtue of statutory, "vicarious", "principal/agent" or other liabilities imposed on NAPC as a result of NAPC's status as a "franchisor"; or, (iii) if NAPC becomes a party to any litigation or any insolvency proceeding involving Franchisee pursuant to any federal or state bankruptcy or insolvency law (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then Franchisee will be liable, and must promptly reimburse NAPC, for~~,~~ the reasonable attorneys' fees, expert fees, court costs, travel and lodging costs and all other expenses NAPC incurs in such action or proceedings regardless of whether such action or proceeding proceeds to judgment. NAPC also will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency or bankruptcy proceeding filed by Franchisee.

22.9 Waiver of Jury Trial. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.

22.10 Individual Dispute Resolution. In addition, the parties agree that the relationship contemplated by this Agreement is a unique and individual relationship between the parties and will be characterized by unique circumstances, actions and experiences that relate only to Franchisee and Franchisee's relationship with

NAPC. Therefore, Franchisee and NAPC agree that any litigation between or among the parties to this Agreement and any of their respective owners, officers, directors, members, managers, employees, or representatives will be conducted on an individual basis and not on a consolidated or class-wide basis with any other current or former franchisee of NAPC.

22.11 Punitive Damages. In no event will NAPC be liable to Franchisee for punitive, special, consequential or exemplary damages including, but not limited to lost profits, in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement. In any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement, Franchisee shall be limited to recovering its actual damages only.

SECTION 23
AMENDMENT

Except as otherwise provided, no modification or amendment of this Agreement will be binding except as contained in a writing signed by authorized representatives of both parties. NAPC can change the Operations Manual and NAPC's other written policies and adopt new policies from time to time in NAPC's discretion without Franchisee's consent and without giving Franchisee prior notice.

SECTION 24
EXECUTORY CONTRACT AND INTEGRATION

This Agreement will be construed as an executory contract. This Agreement, any schedules, exhibits, addenda, or attachments to it that have been provided to Franchisee, and any ancillary agreements executed contemporaneously with this Agreement, constitute the entire agreement between the parties concerning the subject matter contained herein, and supersede any and all prior negotiations, understandings, representations and agreements. Franchisee acknowledges that it is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of its own independent investigation of the Franchised Business and not as a result of any representations made by NAPC its shareholders, officers, directors, employees, agents, independent contractors or other franchisees which are contrary to the terms set forth in this Agreement, any schedules, exhibits, addenda, or attachments to it, or contrary to the representations made in the Franchise Disclosure Document, or in its exhibits or amendments, that NAPC provided to Franchisee. Franchisee warrants and represents that it has not relied on any representation or promises made by NAPC not contained in the Franchise Disclosure Document, or in its exhibits or amendments, that NAPC provided to Franchisee in Franchisee's decision to purchase the Franchise and enter into this Agreement.

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of NAPC are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations NAPC made in the Franchise Disclosure Document, or in its exhibits or amendments, that NAPC provided to Franchisee.

SECTION 25
BINDING EFFECT

This Agreement and the franchise hereby granted will inure to the benefit of and be binding upon NAPC, its successors and assigns and upon Franchisee, its successors and assigns, and will be enforceable at law or equity by specific performance, injunction or otherwise.

SECTION 26
RELEASE OF PRIOR CLAIMS

By executing this Agreement, Franchisee, individually and on behalf of Franchisee's heirs, legal representatives, successors, and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever releases and discharges NAPC and its respective officers, directors, employees, agents and servants, and their subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties and executed prior to the date of this Agreement including but not limited to any and all claims, which presently known or unknown, suspected or unsuspected. Nothing in this Section 26, however, is intended to disclaim or waive any claims arising from representations in the Franchise Disclosure Document or its exhibits or amendments that NAPC has provided to Franchisee, and any such claims are expressly excluded from the forgoing release.

SECTION 27
GUARANTEE

All partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in Franchisee must be citizens of the United States or legally-resident aliens. If Franchisee is an entity, the person(s) and/or entity(ies) NAPC lists on Schedule 3 must, concurrently with the execution of this Agreement, execute NAPC's standard form Personal Guarantee Agreement (Exhibit A). If Franchisee is in breach or default of this Agreement, NAPC may proceed directly against each such individual and/or entity without first proceeding against Franchisee and without proceeding against or naming in the suit any other such individuals and/or entities. Franchisee's obligations and those of each such individual and/or entity will be joint and several. Notice to, or demand upon, one such individual and/or entity will be considered notice to, or demand upon, Franchisee and all such individual and/or entities, and no notice or demand need be made to, or upon, all such individuals and/or entities. The cessation of or release from liability of Franchisee or any such individual and/or entity will not relieve any other individual and/or entity from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

SECTION 28
SEVERABILITY

Both parties acknowledge that each provision of this Agreement will be interpreted so as to be valid under applicable law. Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions will not be affected.

SECTION 29
NOTICES

All notices and consents required or permitted to be given under this Agreement will be given in writing by email, by personal delivery, by documented overnight delivery with a reputable carrier, or by United States registered or certified mail, postage prepaid, return receipt requested. Notices will be addressed to the parties at the following addresses, and will be effective on the date that delivery is documented to have been first attempted:

Notice to NAPC:	Notice to Franchisee:
Natural Awakenings Publishing Corp. 350 Main Street, Building 1, Suite 9B Bedminster, New Jersey 07921 Attention: Kimberly Whittle Email: kbwhittle@naturalawakenings.com	Franchisee Name:___________________________ Franchisee Address:_________________________ ____ Attention:__________________________________ Email:_____________________________________

If either party receives a notice hereunder transmitted by email, such party will promptly acknowledge receipt of notice by return email transmission, by overnight delivery service or by Express Mail. Franchisee consents to receipt of all notices, communications and unsolicited advertisements from NAPC. Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement will be sent.

SECTION 30
WAIVER AND DELAY

No waiver or delay in either party's enforcement of any breach or condition of this Agreement will be deemed to be a waiver by such party of any other or subsequent breach or condition, whether of like or different nature. No waiver of any breach or condition of this Agreement by or with respect to another franchisee will be deemed to be a waiver of the same breach or condition with respect to Franchisee. Without limiting the foregoing, no terms of this Agreement will be waived by any act or knowledge of either party to this Agreement, or either party's employees, except by instrument in writing duly executed by the authorized representatives of both parties hereto.

SECTION 31
NOTICE OF FRANCHISOR'S ALLEGED BREACH

Franchisee agrees to provide to NAPC immediate written notice of any alleged breach or violation of this Agreement after Franchisee has constructive or actual knowledge of, believes, determines, or is of the opinion that there has been an alleged breach of this Agreement by NAPC. If Franchisee does not give written notice to NAPC of any alleged breach of this Agreement within one (1) year from the date that Franchisee has knowledge of, believes, determines, or is of the opinion that there has been an alleged breach by NAPC, then Franchisee will have condoned, approved and waived NAPC's alleged breach and Franchisee will be prohibited from commencing any action against NAPC for the alleged breach or violation.

SECTION 32
SURVIVAL

Any provision of this Agreement, including but not limited to Section 1, which by its terms and clear intent imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

SECTION 33
NO REFUNDS; OTHER FRANCHISEES

33.1 No Refund Warranties. NAPC will not refund any part of the price paid for Franchisee's business office, or repurchase any of the products, merchandise, furniture, fixtures, racks, equipment, supplies or chattels supplied by NAPC or a Preferred Supplier if Franchisee is unsatisfied with its Franchised Business unless expressly agreed to in writing by NAPC.

33.2 Other Franchisees. Franchisee acknowledges that other franchisees have or will be granted franchise agreements by NAPC at different times and in different situations. Franchisee further acknowledges that the terms and conditions of such franchise agreements may vary substantially in form and substance from those contained in this Agreement.

SECTION 34
DISCLAIMER; FRANCHISEE'S LEGAL COUNSEL

34.1 Disclaimer by NAPC. NAPC expressly disclaims the making of any express or implied representations or warranties regarding the sales, earnings, income, profits, gross revenues, business or financial success, or value of the Franchised Business that were not contained in the Franchise Disclosure Document received by Franchisee.

34.2 Personal Efforts. Franchisee acknowledges that the success of the operation by Franchisee depends on the personal efforts of Franchisee, and Franchisee (or, if Franchisee is not an individual, Franchisee's Responsible Agent) intends to devote its full time to the management of its franchise, or appoint a full-time general manager, who has successfully completed the NAPC training program. NAPC has not guaranteed any results to Franchisee and cannot, except under the terms of this Agreement, exercise control over Franchisee's Franchised Business.

34.3 Legal Representation.

34.3.1 Franchisee acknowledges that this Agreement constitutes a legal document, which grants certain rights to, and imposes certain obligations upon Franchisee. Franchisee was advised by NAPC to consult an attorney and/or other advisor prior to the execution of this Agreement, to review NAPC's Franchise Disclosure Document; to review this Agreement in detail to review all other related legal documents; to review the economics, operations and other business aspects of the business; to determine compliance with franchising and other applicable laws; to advise Franchisee about all federal, state and local laws, rules, ordinances, special regulations and statutes that may apply to Franchisee's office; and to advise Franchisee about its economic risks, liabilities, obligations and rights under this Agreement.

34.3.2 Franchisee acknowledges that NAPC has strongly recommended that Franchisee should retain legal counsel to review this Agreement and NAPC's Franchise Disclosure Document, including NAPC's financial statements, leases, contracts, and other documents relating to the System, and to advise Franchisee as to the terms and conditions of this Agreement and the potential economic benefits and risks of loss relating to this Agreement and the Franchised Business.

34.3.3 The name of Franchisee's attorney or other advisor is:

Name:____
Name of Firm: ___________________________________
Address:______________________________________
City, State, Zip Code:______________________________

Telephone Number:______________________________
Email Address:________________________________

SECTION 35
MISCELLANEOUS

35.1 Offer. The submission of this Agreement does not constitute an offer and this Agreement will become effective only upon the execution hereof by NAPC and the Franchisee. The date of execution by NAPC will be considered the date of execution of this Agreement.

35.2 Binding Agreement. This Agreement will not be binding on NAPC unless and until it has been accepted and executed by an authorized officer of NAPC. **"Effective Date"** means the date upon which such execution occurs.

35.3 Franchisee Review. Franchisee has read this entire Agreement and hereby accepts and agrees to each and all of the covenants, provisions, and conditions hereof.

35.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties. This Agreement may be executed and delivered by facsimile, by portable document format (.pdf), or by electronic signature using DocuSign or similar program, shall be binding upon any party so confirming shall be deemed original signatures, and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Each party agrees to not contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of the terms and conditions of this Agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Agreement.

FRANCHISOR:

Natural Awakenings Publishing Corp.

By:_____________________________________
Kimberly Whittle, Chief Executive Officer

Effective Date:___________________________

FRANCHISEE:

If a corporation or other entity:

COMPANY NAME

By:_______________________________________

Print Name:_________________________________

Print Title:_________________________________

Date:_____________________________________

If an individual:

By:_______________________________________

Print Name:_________________________________

Date:_____________________________________

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

Schedule 1

TRADE NAMES, TRADEMARKS, SERVICE MARKS
AND PROPRIETARY MARKS

The following information is deemed a part of that certain NATURAL AWAKENINGS PUBLISHING CORP. Franchise Agreement by and between the party identified below (**"Franchisee"**) and NATURAL AWAKENINGS PUBLISHING CORP., a Delaware corporation (effective date, _______________):

1. Registered Trademarks and Service Marks Licensed to Franchisee:

Mark	Registration No.	Registration Date	Register
natural awakenings	5920574	Nov. 26, 2019	Principal
HEALTHY LIVING HEALTHY PLANET	6677448	March 22, 2022	Principal

2. Other Proprietary Marks: The Proprietary Marks (as defined in SECTION 14) granted to Franchisee under the Franchise Agreement will consist of the Proprietary Mark **"**Natural Awakenings Magazine**"**, **"**Natural Awakenings Healthy Living Magazine**"**, **"**Natural Awakenings Your Healthy Living Magazine**"** together with those additional Proprietary Marks, that NAPC may later designate in writing (in the Operations Manual or otherwise). The Proprietary Marks are subject to change at any time.

FRANCHISOR:

Natural Awakenings Publishing Corp.

By:_____________________________________
Kimberly Whittle, Chief Executive Officer

FRANCHISEE:

If a corporation or other entity:

COMPANY NAME

By:_____________________________________

Print Name:______________________________

Print Title:_______________________________

If an individual:

By:_____________________________________

Print Name:______________________________

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

Schedule 2

NATURAL AWAKENINGS FRANCHISE IN APPROVED TERRITORY

The following information is deemed a part of that certain NAPC Franchise Agreement by and between the party identified below (**"Franchisee"**) and NAPC (effective date, ___________________________):

1. The geographical boundaries of the Approved Territory are described as follows:

2. The Designated Office for the Franchised Business will be located at:____________________________.

FRANCHISOR:	FRANCHISEE:
	If a corporation or other entity:
Natural Awakenings Publishing Corp.	COMPANY NAME
By:______________________________________ Kimberly Whittle, Chief Executive Officer	By:_______________________________________
	Print Name:________________________________
	Print Title:_________________________________
	If an individual:
	By:_______________________________________
	Print Name:________________________________

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

SCHEDULE 3

INITIAL FEES; RESPONSIBLE AGENT; GUARANTORS;
ACTIVE DOMAIN NAMES AND E-MAIL ADDRESSES;
ACTIVE TELEPHONE NUMBERS; ASSUMED BUSINESS NAME

1. Initial Fees: The Initial Franchise Fee pursuant to Section 6.1, Promissory Note pursuant to Section 6.1.3, Renewal Fee pursuant to Section 3.6.3.5; or, the Transfer Fee pursuant to Section 6.8 is (check one):

   ☐ $49,500.00 for the Initial Franchise Fee

   ☐ $25,000.00 for the first installment of the Initial Franchise Fee and $24,500.00 by a Promissory Note.

   ☐ $5,000.00 for the Renewal Fee

   ☐ $7,500.00 for the Transfer Fee (paid by prior owner of the Franchised Business)

2. Business Manager and/or Responsible Agent): The Business Manager and/or Responsible Agent as defined in Section 7.5.2 of the Franchise Agreement will be ____________________________________.

3. Guarantors: The names of person(s) who and/or which must execute a Personal Guarantee Agreement simultaneously with Franchisee's execution of the Franchise Agreement are:____.

4. Active Domain Names and E-Mail Addresses: The active domain names and/or e-mail addresses (if any) which Franchisee represents that it has continuously utilized for twenty-four (24) months or more preceding Franchisee's execution of the Franchise Agreement in promoting its prior business established prior to the execution of the Franchise Agreement are: ____.

5. Active Telephone Numbers: If applicable, the active telephone numbers (if any) which Franchisee represents that it has continuously utilized for twenty-four (24) months or more preceding its execution of the Franchise Agreement promoting its prior business are __________________________________.

6. Assumed Business Name: The business name that NAPC has approved, and Franchisee agrees to use pursuant to Section 14.3 of the Franchise Agreement, is _______________________________.

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

EXHIBIT A

PERSONAL GUARANTEE AGREEMENT

1. In consideration of the execution by NATURAL AWAKENINGS PUBLISHING CORP., a Delaware corporation, (**"Franchisor"**) of the NAPC Franchise Agreement (the **"Franchise Agreement"**) dated____________________________________, between Franchisor and __________________________ _______ (**"Franchisee"**), and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantee for the payment of all amounts and the performance of the covenants, terms and conditions set forth in the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor. The obligations of this Personal Guarantee Agreement (this **"Guarantee"**) are primary, and not secondary, obligations of each of the guarantors.

2. If more than one (1) person has executed this Guarantee, the term **"**the undersigned**"**, as used herein, will refer to each such person, and the liability of each of the undersigned hereunder will be joint and several and primary as sureties.

3. The undersigned, individually and jointly, hereby agrees to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor. The undersigned acknowledges that this Guarantee will be construed as though each of the undersigned executed an agreement containing the identical terms and conditions of the Franchise Agreement and any other agreement by and between Franchisee and Franchisor, including, but not limited to, the covenant not to compete provisions contained the Franchise Agreement.

4. If Franchisee is in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned.

5. Without the consent of, or notice to, any of the undersigned and without affecting any of the obligations of the undersigned hereunder, any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by a mutual agreement of the Franchisor and the Franchisee. The undersigned does guarantee and promise to perform all of the obligations of Franchisee under the Agreement so amended, compromised, released or altered. Each guarantor hereby waives notice of any change or amendment to or renewal of the terms of the Franchise Agreement and will be bound by the terms of any such change or amendment or renewal thereto.

6. Notice to or demand upon Franchisee or any of the undersigned will be deemed to be notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of, or release from, liability of Franchisee or any of the undersigned will not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedies or monies owed have been paid to Franchisor.

7. Any waiver, lack of diligence in collection, or extension of time granted by Franchisor, its successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisor and Franchisee, will in no way modify or amend this Guarantee, which will be continuing, absolute, unconditional, and irrevocable.

8. The undersigned understand that the provisions, covenants and conditions of this Guarantee will inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

9. This Guarantee and the performance hereunder will in all respects be governed by the substantive laws of the State of New Jersey, without regard to its conflicts of law rules principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New Jersey, and if the business franchised under the Franchise Agreement is located outside of New Jersey and such provision would be enforceable under the laws of the state in which the franchised business is located, then such provision (and only that provision) will be interpreted and construed under the laws of that state.

10. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, **"**implied covenant**"**, unfair competition, fiduciary or any other doctrine of law of the State of New Jersey or any other state, which would not otherwise apply.

11. Franchisor may enforce its rights regarding this Guarantee in the courts of United States District Court of New Jersey or the New Jersey Superior Court, Somerset County, New Jersey, to which venue and jurisdiction Guarantors hereby expressly consent and agree. *Guarantors each irrevocably consent and submit to the jurisdiction and venue of such courts and agree to participate and be bound by the arbitration provisions of the Franchise Agreement.* The undersigned acknowledge that any dispute as to the venue for any litigation instituted by the undersigned will be submitted to and resolved exclusively by either the New Jersey Superior Court, Somerset County, New Jersey, or the United States District Court of New Jersey. The undersigned waive and covenant not to assert or claim that the aforementioned venues are for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, but not limited to, any claim under the judicial doctrine of *forum non conveniens*).

12. Franchisor may institute any litigation that it commences arising out of or related to this Guarantee or the Franchise Agreement, including any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that Franchisor selects. Any dispute as to the venue for the litigation Franchisor institutes will be submitted and resolved exclusively by the court in which Franchisor commenced the litigation. The undersigned hereby waive and covenant not to assert or claim, with respect to litigation commenced by the Franchisor, that the venue selected by Franchisor pursuant to this Section 12 is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, but not limited to, any claim under the judicial doctrine of *forum non conveniens*).

13. Should one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions will nonetheless remain effective.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Guarantee effective as of the effective date of the Franchise Agreement.

GUARANTORS:

____

Print Name:______________________________

Date:__________________________________

____

Print Name:______________________________

Date:__________________________________

____

Print Name:______________________________

Date:__________________________________

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

EXHIBIT B

CONFIDENTIAL INFORMATION NONDISCLOSURE AND NONCOMPETITION AGREEMENT

THIS CONFIDENTIAL INFORMATION NONDISCLOSURE AND NONCOMPETITION AGREEMENT (this "**Agreement**") is made and entered into by and between Natural Awakenings Publishing Corporation, a Delaware corporation, ("**Franchisor**") and ___________________________________, ("**Franchisee**") and the "Undersigned".

The parties acknowledge the following:

The Undersigned is either affiliated with Franchisee as a partner, proprietor, shareholder, director, member, trustee, trustor or beneficiary or person named as included or having an interest in Franchisee, **and/or** in such capacity that will require access, and will acquire knowledge of Confidential Information, as defined below; and

NAPC, as a result of the expenditure of time, skill, effort, and money, has developed and owns a proprietary system (the "**NAPC System**") for opening and operating businesses which operate as natural magazine publishers providing advertising services to the general public. NAPC has devised policies and techniques for the establishment and operation of the NAPC System, and has promoted the NAPC System and the name "NAPC" for its own advantage as well as for the advantage of its franchisees.

THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, NAPC and the Undersigned agree as follows:

1. All capitalized terms not otherwise defined herein have the meanings assigned to them in that certain Franchise Agreement dated __________________ by and between NAPC and Franchisee (the "**Franchise Agreement**").

2. The Undersigned acknowledges that all property of, and data and records with respect to, NAPC, the Franchisee and/or its Affiliates or customers coming into the Undersigned's possession or kept by the Undersigned in connection with the Undersigned's relationship with the Franchisee, including, without limitation, correspondence; management studies; notebooks; blueprints; computer programs; software and documentation; bulletins; parts lists; reports; customer lists; employment data and production; costs, purchasing, and marketing information are the exclusive property of the Franchisee or its Affiliates or customers as may be appropriate. The Undersigned agrees to return to Franchisee all such property and all copies of such data and records upon termination of his/her relationship with Franchisee or as otherwise directed by the Franchisee.

3. During the term of the Undersigned's employment by, ownership participation in, association with or service to Franchisee, and after termination or expiration of the Franchise Agreement or any Renewal Agreement, the Undersigned will not disclose or use for the benefit of any other person or entity, other than NAPC and, during the term of the Franchise Agreement or any Renewal Agreement, the NAPC Franchised Business, NAPC's Confidential Information. The Undersigned will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, including but not limited to, knowledge or know-how

concerning the NAPC System, Services, products, customers, policies or practices of Franchisee and/or NAPC which may be communicated to the Undersigned ("**Confidential Information**"), and he will not divert any business to competitors of Franchisee and/or NAPC.

4. The term, "**Confidential Information**" includes, but is not limited to, the components of the NAPC System and all Services, programs, products, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are part of the NAPC System; NAPC's Operations Manual; Supplements and amendments to the Operations Manual; all procedures, systems, techniques and activities employed by NAPC or by Franchisee in the course of offering, selling and furnishing Services, programs and products from or at the Designated Office; all commission and/or pricing paradigms established by NAPC or by Franchisee; all of NAPC's Approved Suppliers (or proposed additions to Approved Suppliers), and all information pertaining to same (including, without limitation, wholesale pricing structures); specifications for office design, decor, equipment, signage and appurtenance; the computer and hardware and software utilized by NAPC and the Undersigned; all information pertaining to NAPC's and/or Franchisee's advertising, marketing, promotion and merchandising campaigns, philosophies, materials, specifications and procedures; NAPC's and Franchisee's websites, and all information posted on or received at such proprietary websites; all of NAPC's and Franchisee's instructional materials; quality assurance programs; supervision systems; recommended services; record keeping, bookkeeping and accounting systems and materials; revenue reports; activity schedules; job descriptions; records pertaining to customers; business forms; general operations materials; revenue report; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the NAPC System; additions to, deletions from, and modifications and variations of the components of the NAPC System or the systems and methods of operations which NAPC employs now or in the future, including all related standards and specifications and the means and manner of offering and selling them; and, all other components, specifications, standards, requirements and duties which NAPC or its Affiliates impose.

5. Confidential Information does not include information which: (i) the Undersigned can demonstrate came to his attention prior to disclosure; (ii) has become or becomes a part of the public domain through publication or communication by others, but in no event through any act of the Undersigned; or (iii) which is received by the Undersigned in good faith from a source other than the Franchisee and is not subject to any confidentiality obligations between the Undersigned and such source.

6. The Undersigned will not copy, duplicate, record or otherwise reproduce any Confidential Information or material containing it, in whole or in part, store it in a computer retrieval or database, nor otherwise make it available to any unauthorized person.

7. The Undersigned further agrees that, during the term of his employment/service/association/ownership participation, so long as the Franchise Agreement or any Renewal Franchise Agreement is in effect, he will not, directly or indirectly, engage or participate in, be connected with, have any interest in or assist any person or entity engaged in any mobile, open-air advertising business, any natural magazine business, any business that sponsors or plans expos, any business that provides products or services similar to those provided by the Franchised Business or the NAPC System, or other related business that is in any way competitive with or similar to the business conducted by NAPC or NAPC franchises (a "**Competitive Business**"), nor offer confusingly similar products or services that are offered by NAPC. The Undersigned will not engage in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

8. The Undersigned further agrees that he will not, for a period of two (2) years after the termination or expiration of the Franchise Agreement or any Renewal Agreement, on his own account or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, limited liability company, partnership or corporation, directly or indirectly, (a) own, operate, lease, franchise,

conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any Competitive Business, which is located or operates within the Approved Territory or within the approved territory of any other NAPC franchisee; or (b) solicit or induce any person who is, at the time of termination or expiration of the Franchise Agreement, retained as a sales representative of any NAPC franchisee to stop serving as an agent for that party; or (c) divert or attempt to divert any business or customer of a NAPC franchisee to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the NAPC System.

9. The Undersigned acknowledges that it is the intention of the parties to this Agreement to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. The Undersigned further acknowledges that he may not own for investment purposes any capital stock of any Competitive Business.

10. The Undersigned acknowledges that it is the intention of the parties to this Agreement that any person or entity having any legal or beneficial interest in or traceable to, down or through the Undersigned is bound by the provisions of this Agreement, including (without limitation) the Undersigned's spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of the Undersigned; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and the Undersigned.

11. The Undersigned acknowledges that a violation of the provisions of this Agreement will cause immediate and irreparable injury to NAPC, the Franchisee and/or its customers, that such damage will be difficult to quantify, and for which money damages alone will not be adequate. Accordingly, the Undersigned hereby consents to the entry of an injunction procured by NAPC or Franchisee (or both), without the need for posting a bond, prohibiting any conduct by the Undersigned in violation of the terms of this Agreement. The Undersigned expressly acknowledges that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through the Undersigned's unlawful utilization of NAPC's Confidential Information. Further, the Understand expressly acknowledges that any claims he may have against NAPC will not constitute a defense to NAPC's enforcement of the covenants not to compete set forth in this Agreement. The Undersigned will pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by NAPC in connection with the enforcement of the terms of this Agreement.

12. The parties explicitly agree that, although not a formal party to this Agreement, Franchisee is nonetheless an intended third party beneficiary of this Agreement, and that NAPC or Franchisee is entitled to seek any remedy provided herein to enforce this Agreement to protect its business interests.

13. This Agreement and all disputes between the Undersigned and NAPC or the Franchisee, whether in contract, tort, or otherwise, are to be exclusively construed in accordance with and governed by (as applicable) the law of the State of New Jersey without recourse to New Jersey (or any other) conflicts of law principles. If, however, a court will determine that any covenant, paragraph, section, or portion of the Agreement is not enforceable under the law of the State of New Jersey, and if the Franchised Business is located outside of New Jersey and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New Jersey or any other state, which would not otherwise apply.

14. The Undersigned will institute any litigation that the Undersigned may commence arising out of, or related to, this Agreement, including any and all disputes between the parties, whether sounding in contract, tort, or otherwise, exclusively in either the New Jersey Superior Court, Somerset County, New Jersey or the United States District Court for the District of New Jersey. The Undersigned acknowledges that NAPC, Franchisee and/or any of their Affiliates may institute any litigation that any of them commence arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that they select. The Undersigned waives any claim that the aforementioned venues are for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, but not limited to, any claim under the judicial doctrine of *forum non conveniens*).

15. If for any reason, a court will determine that any covenant, paragraph, section, or portion of the Agreement is held unreasonable, void, vague or illegal, then the parties intend that such covenant, paragraph, section, or portion of the Agreement will be revised and/or limited in such manner as will permit enforceability by the court. The Undersigned expressly agrees to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement. If such covenant, paragraph, section, or portion of the Agreement will be deemed unenforceable, the parties agree that it will in no way affect the remaining provisions of this Agreement and that the portions of the Agreement which do not violate the law or public policy will remain valid and enforceable.

16. This Agreement constitutes the entire understanding of the parties with respect to the subject matter discussed within the Agreement and supersedes any oral or written agreements or understandings with respect to such subject matter. This Agreement may not be modified in any manner except by a writing signed by the Franchisee and the Undersigned.

17. The Undersigned acknowledges that he has read this Agreement and has had an opportunity to consult with legal counsel, that the Undersigned fully understands and appreciates the provisions of the Agreement and their effect, and that the Undersigned has freely entered into this Agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Confidential Information Nondisclosure and Noncompetition Agreement effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

Natural Awakenings Publishing Corp.

By:____________________________________
Kimberly Whittle, Chief Executive Officer

Date:__________________________________

FRANCHISEE:

COMPANY NAME

By:____________________________________

Print Name:______________________________

Print Title:_______________________________

Date:__________________________________

The Undersigned:

____

Print Name:______________________________

Date:___________________________________

____

Print Name:______________________________

Date:___________________________________

____

Print Name:______________________________

Date:___________________________________

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

EXHIBIT C

LIMITED POWER OF ATTORNEY

STATE OF ___________
COUNTY OF _________

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, _________________________ whose principal address is _______________________________________ does hereby appoint and name NATURAL AWAKENINGS PUBLISHING CORP., a Delaware corporation, with its principal office at 350 Main Street, Building 1 Suite 9B, Bedminster, New Jersey 07921 ("NAPC"), as a true and lawful Attorney-in-Fact to act in its name, place and stead in any way which it could do, following termination or expiration of that certain Franchise Agreement, dated as of the date hereof, by and between the undersigned and NATURAL AWAKENINGS PUBLISHING CORP. (the **"Franchise Agreement"**) with respect to the following matters and to execute such documents to facilitate the performance of the obligations of the undersigned pursuant to Section 19.5 of such Franchise Agreement:

1. to take all necessary action including, but not limited to, the execution of all documents necessary to cancel with federal, state or local governmental authorities any assumed name or equivalent registration which contains the trade name, trademark and service mark "NAPC" or any other trade name, trademark and service mark of NAPC or its affiliates, or any variant, including the execution of all documents necessary to cause the discontinuance of Franchisee's use of the trade name, trademark and service mark "NAPC" or any related trade name, trademark or service mark;

2. to assign and transfer to NAPC (or to another Affiliate or other designee of NAPC's) any and all interests Franchisee may have in, and all website domain names and e-mail addresses subject to the limitations in Section 19.5.7 of the Franchise Agreement;

3. to execute all agreements necessary to effectuate the termination or expiration in a prompt and timely manner;

4. to take all necessary action including, but not limited to, the execution of all documents necessary to direct the appropriate telephone company(ies) to (a) discontinue Franchisee's use of the name "NAPC", or any related name listed in the Yellow Pages or White Pages of any telephone directories under the name "NAPC" or any other confusingly similar name, and/or (b) transfer the telephone numbers listed for Franchisee's business in any telephone directories to NAPC or to any other person, entity, or location as designated by NAPC; and

5. to terminate any other references or identifications that indicate to third parties that Franchisee formerly was associated with NAPC.

This Power of Attorney is irrevocable and is coupled with an interest.

The undersigned does hereby ratify and confirm on behalf of itself, its successors and assigns all such acts that NAPC will lawfully do or cause to be done by virtue hereof. All persons and entities will be entitled to rely upon the within Limited Power of Attorney without further confirmation or validation hereof by the undersigned.

THIS POWER OF ATTORNEY STRICTLY IS LIMITED TO SUCH POWERS AS ARE ENUMERATED ABOVE AND NATURAL AWAKENINGS PUBLISHING CORP. HAS NO AUTHORITY TO ACT AS FRANCHISEE'S ATTORNEY-IN-FACT FOR ANY OTHER PURPOSE.

All capitalized terms not otherwise defined herein have the meanings assigned to them in the Franchise Agreement.

IN WITNESS WHEREOF, Franchisee (if an individual) has executed this Limited Power of Attorney or (if an entity) has caused this Limited Power of Attorney to be executed and attested under seal by its duly authorized officer on ____________________.

FRANCHISEE:

COMPANY NAME

By:____

Print Name:____________________________________

Print Title:_____________________________________

Date:____

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

EXHIBIT D

RENEWAL ADDENDUM

This Renewal Addendum to the Natural Awakenings Publishing Corp. Franchise Agreement is made and entered into by and between NATURAL AWAKENINGS PUBLISHING CORP., a Delaware corporation, with its principal office located at 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921 (**"NAPC"** or **"Franchisor"**), and ________________________ whose principal address ____ its shareholders, partners, proprietors, directors, members, trustee, trustor, and persons having an interest in it (hereinafter, collectively, the **"Franchisee"**).

RECITALS

A. On or about ____________________, Franchisee entered into a Franchise Agreement (the "**Original Franchise Agreement**") with Franchisor pursuant to which Franchisee was granted the right to operate a Natural Awakenings magazine business under the Proprietary Marks and under the NAPC System as well as to receive the training and other assistance provided by NAPC in connection therewith.

B. Franchisee has notified Franchisor of its desire to obtain an additional term granted pursuant to the Original Franchise Agreement to continue to use the NAPC System and Proprietary Marks to operate a Natural Awakenings magazine.

C. Pursuant to the rights granted in the Original Franchise Agreement, Franchisee is willing to enter into a new franchise agreement with Franchisor on the terms and conditions of Franchisor's current form of franchise agreement, as modified by this Addendum (the "**Renewal Franchise Agreement**").

D. Franchisee has had a full and adequate opportunity to be advised thoroughly of the terms and conditions of the Renewal Franchise Agreement, including this Addendum, by legal counsel or other advisors, and has had sufficient opportunity to evaluate and investigate the System, the financial investment requirements and the business risks associated with owning and operating a Natural Awakenings magazine.

In consideration of the foregoing and the covenants and consideration below, Franchisee and Franchisor agree to amend the Renewal Franchise Agreement as follows:

1. Term. Section 3.6 of the Renewal Franchise Agreement is deleted and replaced with the following:

> (i) The renewal term of the Franchise will begin upon the day following the end of the Initial Term if the Original Franchise Agreement and will continue for a period of five (5) years (the "**Renewal Term**"), unless sooner terminated, as described below.
>
> (ii) All references to the "Initial Term" in this Renewal Franchise Agreement will mean "Renewal Term", as defined above.
>
> (iii) If Franchisee continues to operate the Franchise after the end of the Renewal Term, Franchisee will be deemed to be operating on a month-to-month basis under the terms and conditions of this Agreement, and Franchisee may be terminated at any time upon ten (10) days written notice. Franchisee acknowledges that the

circumstances described in this provision will constitute a material breach and good cause for termination.

2. Duties of Franchisor. Franchisor and Franchisee acknowledge that Franchisor has satisfied the obligations in Sections 4.1, 4.2, and 4.6 of the Renewal Franchise Agreement during the Initial Term of the Original Franchise Agreement.

3. Site Selection Requirements; Office Appearance and Signs. Franchisor and Franchisee acknowledge that Franchisor has satisfied the obligations in Sections 5.1 and 5.2, of the Renewal Franchise Agreement during the Initial Term of the Original Franchise Agreement.

4. Renewal Fee.

Franchisee will pay NAPC the renewal fee set forth in Schedule 3 ("**Renewal Fee**").

The Renewal Fee is payable in full when Franchisee signs this Agreement, and is fully earned when paid. Franchisee acknowledges that the Renewal Fee is non-refundable and compensates NAPC for NAPC's legal and administrative expenses in connection with the Renewal. Franchisee waives any right to recover part or all of the Renewal Fee.

5. Duties of Franchisee. Franchisor and Franchisee acknowledge that Franchisee has satisfied the obligations in Sections 7.1 of the Renewal Franchise Agreement during the Initial Term of the Original Franchise Agreement.

6. Release of Claims. Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "**Franchisee Parties**"), hereby releases and forever discharges Franchisor, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "**Franchisor Parties**") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Franchisee may now or in the future own or hold, that in any way relate to the Original Franchise Agreement (collectively, "**Claims**"), including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between Franchisee Parties and Franchisor Parties.

7. Warranties and Representations of Franchisee. Franchisee warrants and represents as follows:

35.4.1.1 During the Initial Term, Franchisee has complied with all, and is not in default of any, of Franchisee's obligations under the Original Franchise Agreement, any amendments to the Original Franchise Agreement, its obligations under any applicable lease for the Franchised Business, the Operations Manual and Supplements to the Operations Manual, and all other agreements then in effect between Franchisee and NAPC (or NAPC's Affiliates), and Franchisee has timely paid or satisfied prior to the end of the Term, all monetary obligations owed by Franchisee to NAPC and its Affiliates, and has substantially timely met these obligations throughout the Initial Term;

35.4.1.2 Franchisee and/or its Responsible Agent has complied with NAPC's then-current qualification and training requirements as set forth in the Operations Manual or otherwise including, but not limited to, attending and satisfactorily completing addendum.

35.4.1.3 a training program for renewing franchisees within the six (6) month period ending on the last day of the Initial Term.

35.4.1.4 Franchisee has made such reasonable expenditures for the appearance, condition, repair, equipment and signage of the Franchised Business as NAPC has required from time to time: (i) under the Operations Manual, and (ii) according to NAPC's judgment as to the condition, state of repair and general appearance of Franchisee's magazine racks, signs and banners compared to the quality standards and appearance which NAPC, in its sole discretion, considers attractive; and

35.4.1.5 Franchisee has executed NAPC's then-current standard franchise agreement being offered to new franchisees by NAPC, which franchise agreement may contain terms and conditions substantially different from those set forth herein, including, but not limited to, the then-current rate for all fees and other payments as such franchise agreement may provide.

8. Capitalized Terms. Capitalized terms not otherwise defined in this Renewal Addendum shall have the same meaning as in the Renewal Franchise Agreement.

9. Addendum Binding. This Renewal Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

10. No Further Changes. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Renewal Franchise Agreement will remain in full force and effect as originally written and signed.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Renewal Franchise Agreement on the date first noted above.

FRANCHISOR:

Natural Awakenings Publishing Corp.

By:_________________________________
Kimberly Whittle, Chief Executive Officer

Effective Date:_________________________

FRANCHISEE:

If a corporation or other entity:

COMPANY NAME

By:____________________________________

Print Name:______________________________

Print Title:______________________________

Date:___________________________________

If an individual:

By:____________________________________

Print Name:______________________________

Date:___________________________________

NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

EXHIBIT E

STATE ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO NATURAL AWAKENINGS PUBLISHING CORP. FRANCHISE AGREEMENT

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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.

ADDENDUM
TO FRANCHISE AGREEMENT DOCUMENT FOR
NATURAL AWAKENINGS PUBLISHING CORP.
STATE OF CALIFORNIA

The following paragraphs are added at the end of Item 17 of the Franchise Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Transfer, Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the respective agreement. This provision may not be enforceable under California law.

Initial Franchise Fees. The Initial Franchise Fee for each Franchise Agreement will not be paid by you until after the franchisor has completed its initial obligations under the Franchise Agreement and the franchise is open for business.

Interest Rates. The Franchise Agreement is amended to provide that the highest interest rate allowed in California is 10% annually.

Applicable Law. The Franchise Agreement requires application of the laws of the State of New Jersey with certain exceptions. This provision may not be enforceable under California law.

Intending to be bound, you and we sign and deliver this Addendum in two (2) counterparts effective on the Agreement Date, regardless of the actual date of signature.

FRANCHISOR	YOU (If an Individual):
By:_______________	By:_______________
Name:_______________	Name:_______________
Title:_______________	Title: _______________
Date:_______________	Date:_______________

If a corporation, limited liability company or partnership

[Name of corporation, limited liability company or partnership:]

By:_____________________________________

Print Name:______________________________

Title:___________________________________

HAWAII ADDENDUM TO
NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

This Addendum is entered into this _______________, (the "**Effective Date"),** between **NATURAL AWAKENINGS PUBLISHING CORP.**, a Delaware corporation, with its principle business address at 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921 **("we", "us", "our" or "Franchisor"),** and _______________________________________, a(n)_________________ (individual, corporation, *etc.*) whose principle business address is ____ (referred to in the Addendum as "you", "your", or "Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "Agreement").

Section 6.1 of the Franchise Agreement is amended by adding the following language:

Based upon the franchisor's financial condition, the Hawaii Securities Compliance Branch has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and franchisee is open for business.

Intending to be bound, you and we sign and deliver this Addendum in two (2) counterparts effective on the Agreement Date, regardless of the actual date of signature.

FRANCHISOR

BY:_____________________________________

Name:___________________________________

Title:____________________________________

Date:____________________________________

YOU (If an Individual):

BY:_____________________________________

Name:___________________________________

Title: ___________________________________

Date:____________________________________

If a corporation, limited liability company or partnership:

[**Name of corporation, limited liability company or partnership**]

By:_____________________________________

Print Name:______________________________

Title:____________________________________

ILLINOIS ADDENDUM TO
NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

This Addendum is entered into this _______________, (the "**Effective Date"),** between **NATURAL AWAKENINGS PUBLISHING CORP.**, a Delaware corporation, with its principle business address 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921 **("we", "us", "our" or "Franchisor"),** and ______________________________________, a(n)_________________ (individual, corporation, *etc*.) whose principle business address is ____ (referred to in the Addendum as "you", "your", or "Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "Agreement").

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. Section 6.1 of the Franchise Agreement is amended by adding the following language:

   Franchisor will defer payment of initial franchise fees until Franchisor has met its initial obligations to Franchisee, and the Franchisee has commenced business operations. The Illinois Attorney General s Office imposed this deferral requirement due to Franchisor's financial status.

3. The Franchise Agreement is amended as follows:

   Illinois law governs the agreements between the parties to this franchise.

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue 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 Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   Section 30 of the Franchise Agreement is amended to add the following: Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.

4. Intending to be bound, you and we sign and deliver this Addendum in two (2) counterparts effective on the Agreement Date, regardless of the actual date of signature.

(Signatures on Following Page)

FRANCHISOR

BY:_______________________________________

Name:_____________________________________

Title:_____________________________________

Date:_____________________________________

YOU (If an Individual):

BY:_______________________________________

Name:_____________________________________

Title: ____________________________________

Date:_____________________________________

If a corporation, limited liability company or partnership:

[**Name of corporation, limited liability company or partnership**]

____

By:_______________________________________

Print Name:________________________________

Title:_____________________________________

MARYLAND ADDENDUM TO
NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

This Addendum (the "Addendum") is entered into this ____________, (the "**Effective Date"),** between **Natural Awakenings Publishing Corp.**, a Delaware corporation, with its principle business address at 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921 **("we", "us", "our" or "Franchisor"),** and ____ a(n)_________________________ (individual, corporation, etc.) whose mailing address is _________________________________.

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. **Initial Franchise Fees.** Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. **General Release.** Pursuant to COMAR 02.03.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise and Disclosure Law (the "**Maryland Law").**

4. **Limitation of Claims.** Provided, however, that any claims arising under the Maryland Law must be brought within three (3) years after the grant of the franchise to you.

5. **Jurisdiction.** Provided, however, that you may bring a lawsuit against us in Maryland for any claims arising under the Maryland Law.

6. **No Waiver.** The Franchise Agreement and the Franchise Compliance Certification are amended to provide that all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. **Effective Date.** This Addendum is effective on the Agreement Date regardless of the actual date of signature.

Intending to be bound, the parties sign and deliver this Addendum to each other as shown below:

FRANCHISOR	YOU (If an Individual):
BY:_______________________________	BY:_______________________________
Name:_____________________________	Name:_____________________________
Title:______________________________	Title: _____________________________
Date:______________________________	Date:______________________________

If a corporation, limited liability company or partnership

[Name of corporation, limited liability company or partnership:]

By:_____________________________________

Print Name:______________________________

Title:___________________________________

MINNESOTA ADDENDUM TO THE
NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE AGREEMENT

This Addendum is entered into this ____________, (the "**Effective Date"),** between **Natural Awakenings Publishing Corp.**, a Delaware corporation, with its principle business address at 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921 **("we", "us", "our" or "Franchisor"),** and ____, a(n)______________________________ (individual, corporation, *etc.*) whose mailing address is: ____.

1. **Background.** You and we are parties to that certain Franchise Agreement dated ________________________, (the "Franchise Agreement") that has been signed concurrently with the signature of this Addendum. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because the **Natural Awakenings** Business to be operated by you pursuant to the Franchise Agreement will be located in the State of Minnesota and/or because you are a resident of the State of Minnesota.

2. **Renewal Rights.** Section 3.6.4.1 is amended to read as follows: "You and your Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under Minnesota Franchise law."

3. **Initial Franchise Fees**. Section 6.1.2 is amended to add the following: "Based upon the franchisor's financial condition, the Minnesota Department of Commerce is requiring financial assurance from the franchisor, therefore, all initial fees and payments owed by franchisee to franchisor shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and franchisee is open for business."

4. **Termination of Agreement.** The following is added at the beginning of Section 19: "Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 subd. 3, 4 and 5 require, except in certain cases, that you be given ninety (90) days' notice of termination (with sixty [60] days to cure) and one hundred eighty (180) days' notice for nonrenewal of the Franchise Agreement."

5. **Governing Law.** The following sentence is added at the end of Section 20:

> MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE FRANCHISE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

5. **Injunctive Relief.** Nothing in the Franchise Agreement is construed to mean that you are consenting to our obtaining injunctive relief. We may, however, seek injunctive relief. The court will determine if a bond is required.

6. **Limitations on Legal Actions.** The Section is amended to add the following to the end of said section: "Notwithstanding any provisions of this Agreement to the contrary, Franchisee will have up to three years after the cause of action accrues to bring an action against the Franchisor pursuant to Minn. Stat §80C.17

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Addendum in two (2) counterparts on the day and year first above written.

FRANCHISOR	YOU (If an Individual):
BY:______________________________	BY:______________________________
Name:____________________________	Name:____________________________
Title:____________________________	Title: ____________________________
Date:____________________________	Date:____________________________

If a corporation, limited liability company or partnership

Name of corporation, limited liability company or partnership:

____

By:______________________________

Print Name:_______________________

Title:____________________________

ADDENDUM REQUIRED BY RHODE ISLAND LAW

The Rhode Island Franchise Investment Act (§ 19-28.1-14) provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforcement under this Act."

The undersigned does hereby acknowledge receipt of this addendum.

Dated ____________________________.

FRANCHISOR

By:______________________________________
Name:____________________________________
Title:_____________________________________
Date:_____________________________________

YOU (If an Individual):

By:______________________________________
Name:____________________________________
Title: ____________________________________
Date:_____________________________________

If a corporation, limited liability company or partnership:

[Name of corporation, limited liability company or partnership:]

Name:____________________________________

By:______________________________________

Print Name:_______________________________

Title:_____________________________________

VIRGINIA FRANCHISE AGREEMENT ADDENDUM

The following statement is added to Section 6.1 of the Franchise Agreement:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The undersigned does hereby acknowledge receipt of this addendum.

Dated ________________________.

FRANCHISOR

By:______________________________________
Name:____________________________________
Title:_____________________________________
Date:_____________________________________

YOU (If an Individual):

By:______________________________________
Name:____________________________________
Title: ____________________________________
Date:_____________________________________

If a corporation, limited liability company or partnership:

[Name of corporation, limited liability company or partnership:]

Name:___________________________________

By:______________________________________

Print Name:______________________________

Title:____________________________________

WASHINGTON FRANCHISE AGREEMENT ADDENDUM

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Section 6.1 of the Franchise Agreement is amended to provide that the collection of the initial franchise fee will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

[*Signatures on Following Page*]

The undersigned does hereby acknowledge receipt of this addendum.

Dated __________________________.

FRANCHISOR

By:_____________________________________

Name:___________________________________

Title:____________________________________

Date:____________________________________

YOU (If an Individual):

By:_____________________________________

Name:___________________________________

Title: ___________________________________

Date:____________________________________

If a corporation, limited liability company or partnership:

[Name of corporation, limited liability company or partnership:]

Name:___________________________________

By:_____________________________________

Print Name:_______________________________

Title:____________________________________

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT E

PROMISSORY NOTE

NATURAL AWAKENINGS PUBLISHING CORP.

PROMISSORY NOTE

$24,500 Bedminster, New Jersey USA
[DATE]

FOR VALUE RECEIVED, the undersigned, **[FRANCHISEE NAME]** ("**Franchisee**") and [**GUARANTOR NAMES]** ("**Guarantors**") (Franchisee and Guarantor(s) are collectively referred to as "**Borrower**"), promises to pay to the order of **NATURAL AWAKENINGS PUBLISHING CORP.** ("**Holder**") or its registered assigns, by wire transfer, or in such other manner as the holder of this Note from time to time specifies by notice in writing to the Borrower, in lawful money of the United States of America, the principal sum of **Twenty-Four Thousand and Five Hundred Dollars ($24,500)**, as set forth below, with interest at the rate of ______ percent (____%) per annum.

This Note is entered into pursuant to a Franchise Agreement between the Borrower and Holder dated on or about [**FRANCHISE AGREEMENT DATE**] (the "**Franchise Agreement**").

The principal balance and all accrued interest will be paid in *forty-eight (48)/sixty (60)* monthly installments of *$*_____, commencing on **[DATE OF FIRST PAYMENT]** and continuing each month until the entire principal balance and all accrued interest is paid in full. At the election of the Holder, all payments will be made by electronic funds transfer to the account to the holder.

Borrower has the right to prepay all or any portion of the outstanding balance of this Note at any time and from time-to-time without penalty.

If any installment of the principal under this Note is not paid in full when due, or Borrower defaults in the performance of its obligations or payments of amounts due pursuant to the Franchise Agreement, whether or not Borrower or any person or entity acting on Borrower's behalf cures the default in the performance of the Franchise Agreement or payment of any amounts due pursuant to the Franchise Agreement; then, thereafter, a fee of One Thousand and Five Hundred Dollars ($1,500) is due every 30 days for a period of 60 days, of which Seven Hundred and Fifty Dollars ($750) will be applied first towards any accrued but unpaid interest and the balance, if any, to the principal balance, and Seven Hundred and Fifty Dollars ($750) will be due as a late fee. If the principal balance and all accrued but unpaid interest is not paid in full by **[DATE LAST PAYMENT IS DUE]**, a late fee of One Thousand and Five Hundred Dollars ($1,500) will be due as of such date and every subsequent 30 days thereafter until payment is made in full and none of such late fee will be applied to the principal balance or any accrued but unpaid interest.

No delay on the part of the holder in exercising any right or remedy hereunder will operate as a waiver of or preclude the exercise of such right or remedy or of any other remedy under this Note or the Franchise Agreement. No waiver by the holder hereof will be effective unless in writing signed by such holder. A waiver on any one occasion will not be construed as a waiver of any such right or remedy on any other occasion.

Presentment or other demand for payment, notice of dishonor and protest are expressly waived.

If this Note is not paid when due, in addition to the late fee that Borrower is required to pay, Borrower will be in default in the performance of its obligations in the Franchise Agreement; and, Holder will have the right to terminate the Franchise Agreement and enforce any and all remedies for non-payment in the Franchise Agreement. The provisions of the Franchise Agreement will govern payment of the principal balance of this Note and will be enforced in accordance therewith.

All capitalized terms not defined in this Note have the same meaning as in the Franchise Agreement.

This Note is governed by the laws of the State of New Jersey, USA.

[FRANCHISEE NAME]

By:______________________________
Name:____________________________
Title:_____________________________

[**GUARANTOR(S)]**

____
Name:____________________________

____
Name:____________________________

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT F

STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
NATURAL AWAKENINGS PUBLISHING CORP.
STATE OF CALIFORNIA

The following paragraphs are added at the end of Item 17 of the Franchise Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Transfer, Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the respective agreement. This provision may not be enforceable under California law.

Initial Franchise Fees. The Initial Franchise Fee for each Franchise Agreement will not be paid by you until after the franchisor has completed its initial obligations under the Franchise Agreement and the franchise is open for business.

Interest Rates. Item 6 is supplemented, and the Franchise Agreement is amended to provide that the highest interest rate allowed in California is 10% annually.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions. This provision may not be enforceable under California law.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
NATURAL AWAKENINGS PUBLISHING CORP.
STATE OF HAWAII

THIS ADDENDUM (the "**Addendum**") amends the Franchise Disclosure Document of **Natural Awakenings Publishing Corp.** for its **Natural Awakenings magazine franchise.**

1. Item 5 of the Franchise Disclosure Document and Section 6.1 of the Franchise Agreement are amended by adding the following language:

   Based upon the franchisor's financial condition, the Hawaii Securities Compliance Branch has required a financial assurance. Therefore, all Initial Franchise Fees and payments owed by franchisee shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and franchisee is open for business.

2. The following Risk Factor is added to the State Cover Page and is stated as follows:

   A REVIEW OF THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS INDICATE THAT THE FRANCHISOR'S LIABILITIES EXCEED ITS ASSETS. THIS IS A NEGATIVE EQUITY SITUATION THAT SHOULD BE CONSIDERED IN YOUR INVESTMENT DECISION.

ILLINOIS ADDENDUM TO
NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE DISCLOSURE DOCUMENT

This Addendum is entered into this ____________________, (the "**Effective Date"),** between **NATURAL AWAKENINGS PUBLISHING CORP.**, a Florida corporation, with its principle business address at 350 Main Street, Building 1, Suite 9B, Bedminster, New Jersey 07921 **("we", "us", "our" or "Franchisor"),** and ________________________________ a(n)____________ (individual, corporation, *etc.*) whose principle business address is ____ (referred to in the Addendum as "you", "your", or "Franchisee") and amends the Franchise Disclosure Document dated as of the Effective Date above.

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the Disclosure Document. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Disclosure Document. Terms not otherwise defined in this Addendum have the meanings as defined in the Disclosure Document.

2. Item 5 of the Franchise Disclosure Document is amended by adding the following language:

Franchisor will defer payment of initial franchise fees until Franchisor has met its initial obligations to Franchisee, and the Franchisee has commenced business operations. The Illinois Attorney General s Office imposed this deferral requirement due to Franchisor's financial status.

3. The Franchise Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

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

Section 15 of the Illinois Franchise Disclosure Act provides that Franchisor will defer payment of initial franchise fees until Franchisor has met its initial obligations to Franchisee, and the Franchisee has commenced business operations. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status.

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 Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. Section 30 of the Franchise Agreement is amended to add the following: Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
NATURAL AWAKENINGS PUBLISHING CORP.
STATE OF MARYLAND

THIS ADDENDUM (the "Addendum") amends the Franchise Disclosure Document of **Natural Awakenings Publishing Corp.** for its **Natural Awakenings magazine franchise.**

1. Item 5 of the Franchise Disclosure Document is amended by adding the following language:

   Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Sections (c) and (m) of Item 17 of the Franchise Disclosure Document are amended by adding the following language:

   *Pursuant to COMAR 02.03.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise and Disclosure Law (the "**Maryland Law").***

3. Item 17 of the Franchise Disclosure Document is amended by adding the following language after the table:

   (a) A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

   (b) The provision of the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.)

   (c) Any claims arising under the Maryland Law must be brought within three (3) years after the grant of the franchise.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
NATURAL AWAKENINGS PUBLISHING CORP.
STATE OF MINNESOTA

Additional Disclosures:

1. Item 5 and 7 of the Franchise Disclosure Document are amended by adding the following language:

   Based upon franchisor's financial condition, the Minnesota Department of Commerce has required financial assurance from the franchisor that requires all initial fees and payments owed by franchisee to franchisor to be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and franchisee is open for business.

2. MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. § 80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASES, THAT YOU BE GIVEN NINETY (90) DAYS' NOTICE OF TERMINATION (WITH SIXTY (60) DAYS TO CURE) AND ONE HUNDRED EIGHTY (180) DAYS' NOTICE FOR NON-RENEWAL OF THE FRANCHISE AGREEMENT.

3. MINN. STAT. §80C.21 AND MINN. RULE 2860.4400j PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE FRANCHISE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED IN THE MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR THE BY THE LAWS OF THE JURISDICTION.

   a. Item 17 is amended by adding the following:

      You and your Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.

   b. Item 17, summary column for (f) is amended to add the following:

      With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.14, subds, 3, 4 and 5 which require, except in certain specified cases, that you be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for nonrenewal of the franchise agreement and that consent to transfer of the franchise will not be unreasonably withheld.

   c. Item 17, summary column for (m) is amended to add the following:

      Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

   d. Item 17, summary columns for (v) and (w) are amended to add the following:

      Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Franchise Disclosure Document or agreement can be abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

NEW YORK ADDENDUM TO THE
NATURAL AWAKENINGS PUBLISHING CORP.
FRANCHISE DISCLOSURE DOCUMENT

NEW YORK

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 THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

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

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

ADDENDUM REQUIRED BY RHODE ISLAND LAW

The Rhode Island Franchise Investment Act (§ 19-28.1-14) provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforcement under this Act."

VIRGINIA FRANCHISE DISCLOSURE DOCUMENT ADDENDUM

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of Virginia:

1. The following statements are added to Item 17.h.:

   Pursuant 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 Franchise Agreement do not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, COMPLIANCE CERTIFICATION, AND RELATED AGREEMENTS

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 of the Franchise Disclosure Document is amended to provide that the collection of the initial franchise fee will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

ITEM 5 of the Franchise Disclosure Document is amended to state:

> "Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State".

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 becourt 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 withthe sale of franchises, or a violation of the Washington Franchise Investment Protection Act, inWashington.

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 whenexecuted 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 unreasonablyrestrict 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 reasonableestimated 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 unlessthe 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) solicitingor hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this____________________day of____.

____	____
FRANCHISOR	FRANCHISEE

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT G

STATE EFFECTIVE DATES

State Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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

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

NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT H

<u>RECEIPTS</u>

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If NAPC offers you a franchise, it must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, NAPC or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that NAPC give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that NAPC give you this Disclosure Document at least 10 business days before the execution of any binding Franchise Agreement or other agreement or the payment of any consideration, whichever occurs first.

If NAPC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in the State Agency Exhibit (Exhibit A).

Issuance Date: July 21, 2023. The effective dates for this Disclosure Document in the franchise registration states are listed in Exhibit G.

The franchise sellers for this offering are: Kimberly Whittle, 350 Main Street, Building 1, Suite 9B, Bedminster, NJ 07921, Joe Dunne, 388 Terrace Lane, Bedminster, NJ 07921, and:____________________ ____ [*Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee]*.

NAPC authorizes the respective state agencies identified in the] State Agency Exhibit to receive service of process for it in the particular state.

I received this Disclosure Document, dated July 21, 2023, that included the following exhibits:

- A. State Authorities & Agents for Service of Process
- B. Financial Statements
- C. Roster of Franchisees
  - C.1 Current Franchisees
  - C.2 Franchisees Who Left the System
- D. Franchise Agreement
- E. Promissory Note
- F. State Specific Addenda
- G. State Effective Dates
- H. Receipts

Franchisee's signature:

____

Print Name:____________________________

Address:_______________________________

City/State/Zip: _________________________

Telephone:_____________________________

Dated:_________________________________

Franchisee's signature:

____

Print Name:____________________________

Address:_______________________________

City/State/Zip:__________________________

Telephone:_____________________________

Dated:_________________________________

Franchisee's Copy – Retain for your records.

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H. Receipts

Franchisee's signature:	Franchisee's signature:
______________________________________	____
Print Name:____________________________	Print Name:______________________________
Address:_______________________________	Address:_________________________________
City/State/Zip: _________________________	City/State/Zip:___________________________
Telephone:_____________________________	Telephone:_______________________________
Dated:_________________________________	Dated:__________________________________

Franchisor's Copy – Send to: Natural Awakenings Publishing Corp., 350 Main Street, Building 1, Suite 9B, Bedminster, NJ 07921 or kbwhittle@naturalawakenings.com