under the BeLocal® franchise disclosure document. As of June 30, 2025, 13 Test Publications were in operation. The Test Publication franchises have been offered since November 20, 2017.

The Franchised Businesses, the Neighborhood Publications franchises, the BL Publications franchises, and the Test Publication businesses use operating systems that are substantially similar to one another but are targeted to different markets.

Our affiliate, The N2 Company, owns and publishes the Publication (as defined below) for which you will sell print advertising and facilitate publishing and distribution, as well as the publications managed by other franchisees (referred to herein as “Bridge Publications”). The N2 Company also operates businesses that are the same as or similar to the franchises it offers, and it operates a business that creates digital and print advertising; provides digital advertising services; and publishes magazines, newsletters, and or/directories. The N2 Company has operated Bridge Publications that are the same as or similar to the franchises it offers since 2004.

The N2 Company also owns and operates the business Hyport Digital®, which provides digital marketing services like search engine optimization, search engine marketing, web design, email marketing, social media advertising, organic social media, mobile and display advertising, email newsletters, and other related digital marketing services.

The N2 Company was originally formed as Neighborhood Networks Publishing, Inc., a Missouri corporation, on November 29, 2004. It was converted to a North Carolina corporation on December 27, 2005. It was later converted to a Delaware corporation on January 16, 2009, and its name was changed to The N2 Company on November 25, 2019. Previously, under its original corporate name of Neighborhood Networks Publishing, Inc., The N2 Company entered into agreements similar to the Franchise Agreement, but under arrangements that are different from the Franchised Business offered under this disclosure document. As of June 30, 2025, two people operate RP Businesses under those arrangements in the state of Washington. The N2 Company is a Delaware corporation. The N2 Company’s principal business address is 9151 Currency Street, Irving, Texas 75063.

We do not operate businesses that are the same as or similar to the Franchised Businesses. The RP Business franchises have been offered by N2 Franchising, LLC or us since November 20, 2017. We are not engaged in any other businesses and have never offered franchises in any other line of business other than as described above. Except as described above, we have no parents, predecessors, or affiliates that have offered franchises for this business or any other lines of business.

The Franchise

The franchise agreement attached as Exhibit B to this disclosure document (“Franchise Agreement”) will grant you the right to operate a Franchised Business in which you will sell print advertising for, and facilitate the publishing and distribution of, a REAL PRODUCERS® publication (the “Publication”) to be distributed within a non-exclusive, geographic area (“Territory”); sell digital advertising services; solicit and compile content for the Publication; and organize events for real estate professionals, all while using our System (as defined herein) and Marks.

The Franchise Agreement provides you with the right to sell print advertising for print publications. You will also have the right to sell digital advertising services and organize local events. Currently the only digital advertising services you are authorized to sell are the extended reach (“Extended Reach”) services for print advertisements. As noted below, you may also solicit leads for and facilitate client relationships with Hyport Digital, our digital marketing services business.

digital presence (each an "Online Presence") as we see fit. We have the right to control these Online Presences and use or discontinue any of them in our discretion. An Online Presence includes but is not limited to (1) the website, other webpages, URLs, or domain names; (2) accounts, pages, handles, or profiles on social media sites; social networking sites; news sites and groups; online, internet, or digital directories; video, photography, audio, podcast, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; or (7) any identifiers of an Online Presence; (8) business profile pages accessible online; or (9) a presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed.

We have the right to require you to obtain our consent to create or operate Online Presences that are related to us, the System, the Marks, any publication, or your Franchised Business. For any Online Presence you are permitted (by express consent or by general policy) to create and operate, we reserve the right to be exercised at our option to have the Online Presence directly owned or controlled by us during the term of the Franchise Agreement or to require it to be transferred to us after the expiration or termination of the Franchise Agreement. Similarly, you must provide us, on request, with credentials and login information to any such Online Presence. Your use of any Online Presence must comply with the policies in the Franchise Brand Standards Manual and other brand guidelines. We can revoke your permission to use any Online Presence at any time.

Typically, the types of Online Presences we will permit you to create and operate are social media sites for the Publication. Failure to comply with any social media policies we may establish may be a default under the Franchise Agreement. You must grant us administrative access to each of the social media sites you use, however, we do not regularly monitor or control the content of these social media sites, including the content you post.

Computer Requirements
You must have a working phone and maintain a personal computer or tablet at your Office that is capable of accessing the Internet. You must maintain a high-speed Internet connection (with email capability). We estimate that the cost to acquire these items is $0 to $2,650, depending on whether or not you have to purchase these items or you already have them. We estimate that the annual cost for any optional or required maintenance, updating, upgrading, or support contracts for these items will be $0 to $500.

We will provide you with sales order and commission management software and publication production management software to assist you in the operations of your Franchised Business. We have the right to charge you for this software, but do not currently assess any fee related to your use of such software. If we provide you one or more email addresses containing the name or any part of the name of any N2 publication or any of the Marks or any part of the Marks, then you must use such email address(es), as applicable, when conducting your Franchised Business and as directed in the Franchise Brand Standards Manual. You must not use such email address(es) when conducting personal or any other business not directly connected to the Franchised Business.

You must acquire and use any other computer (including tablets) hardware, cloud systems, artificial intelligence tools, and software for the operation of the Franchised Business that we require, including any enhancements, additions, substitutions, modifications, upgrades, and specific models or versions ("Technology"). We may also require you to license from us, or others we designate, any computer software we develop or acquire for use in connection with the Franchised Business and pay any associated fees. There is no contractual limitation on the frequency or cost of these obligations. If we provide you with any Technology or require you to use specific cloud systems or software, we reserve the right to maintain complete access, at all times, to such Technology or your accounts with cloud systems and software, and you must provide us all passwords and other login credentials associated with

5. The following is hereby added to Section 14. of the Agreement: The site of any mediation or arbitration of the parties' disputes will be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation will be in Fargo, North Dakota.

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

7. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will prevail. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of North Dakota Law are met independently without reference to this Amendment.

8. The following statement is added to the Agreement: The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota FranchiseInvestment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

9. The following statement is added to the Agreement: The State of North Dakota has determined that certain covenants restricting competition may be contrary to Section 9-08-06 of the North Dakota Century Code. Any covenants against competition shall be subject to this section of the North Dakota Century Code. Covenants not to compete such as those mentionedabove are generally considered unenforceable in the state of North Dakota.

10. The following statement is added to the agreement: The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

11. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise DisclosureDocument, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

12. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to be governed by the laws of a state other than North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements.

13. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any

reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee waive a jury trial is deleted.

14. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise DisclosureDocument, Franchise Agreement, and Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.

15. The following statement is added to the agreement: The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

16. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	______________________________
By:______________________________	By: ______________________________
Name:______________________________	Name: ______________________________
Title:______________________________	Title: ______________________________
Date:______________________________	Date:______________________________

MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. The following is added to Item 13 of the disclosure document:

We will protect your right to use the trademarks, service marks, trade names, logos, or other commercial symbols or will indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the marks to the extent required by Minnesota law.

2. The following is added to Item 17 of the disclosure document:

Under Minnesota law, and except in certain specified cases, we must give you 90 days notice of termination with 60 days to cure. We also must give you at least 180 days notice of our intention not to renew a franchise and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with Minnesota law, Minnesota law will control.

3. Under Minnesota Statutes, Section 80C.21, to the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchise Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchise Law.

4. Minnesota Rule 2860.4400(J) prohibits the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. This does not bar an exclusive arbitration clause. In addition, nothing the disclosure document or agreement can abrogate or reduce any of franchisee's right as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Section 80C.01 to 80C.22. This does not bar the voluntary settlement of disputes.

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

7. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)

- that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and
- that consent to the transfer of the franchise will not be unreasonably withheld.

9. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

10. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

11. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

12. The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

13. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

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

NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Item 5 of the Franchise Disclosure Document is hereby supplemented by the following:

   The North Dakota Securities Department has required that we defer your obligation to pay initial fees under the Franchise Agreement until your Franchised Business is open and we have met our initial obligations. Therefore, during the period that such fee deferral requirement is imposed on us ("Fee Deferral Period"), you will not be required to pay the initial fees under the Franchise Agreement until you begin operating your Franchised Business and we have met our initial obligations. Immediately upon notice from us that the Fee Deferral Period has ended, you must pay the full, initial franchise fee and all other initial fees and amounts as provided in the Franchise Agreement.

2. Item 17.w. is amended by adding the following to the "Summary" column opposite category w. "Choice of law":

   If you bring any claims relating to the Franchise Agreement and/or the relationship between you and us, if you independently meet the jurisdictional requirements of North Dakota, then North Dakota will apply to such claims.

3. 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.

4. The following statements are added to the Franchise Disclosure Document:

   The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

   The State of North Dakota has determined that certain covenants restricting competition may be contrary to Section 9-08-06 of the North Dakota Century Code. Any covenants against competition shall be subject to this section of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

   The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

   The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

The State of North Dakota has determined that requiring franchisees to be governed by the laws of a state other than North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements.

The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee waive a jury trial is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.

The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

The State of North Dakota has determined that requiring franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.