

## FRANCHISE DISCLOSURE DOCUMENT



# REAL PRODUCERS

N2 Franchising, Inc.  
a Delaware corporation  
9151 Currency Street  
Irving, Texas 75063  
844-353-5378  
legal@n2co.com  
www.realproducersmag.com

You will operate a business that sells advertising to businesses that wish to advertise in print magazines, newsletters, and/or directories for companies, individuals, and/or organizations interested in or connected to the real estate industry using our business system and the publication name REAL PRODUCERS®, sells digital advertising services, organizes local events, solicits and compiles content for a publication, and facilitates the publishing of a REAL PRODUCERS® publication (“RP Business”).

The total investment necessary to begin operation of a ~~Franchised Business ranges from~~ REAL PRODUCERS franchise is \$1,925 to \$11,910. This includes \$735 that must be paid to us or our affiliates.

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

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

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

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

Date of Issuance: October 12, 2024, as amended February 5, 2025

### 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 Texas. 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 Texas than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, or loss of your investment. Failure to meet the minimum number of Qualified Sales is grounds for termination of your Franchise Agreement.
3. **Turnover Rate.** From July 1, 2021 through June 30, 2024, 176 franchised outlets were transferred, terminated, acquired by the franchisor, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.
4. **Franchisor ControlPricing of Customer Accounts.** The franchisor determines the amount to be charged for your services. You have no say in that determination. If the franchisor prices a customer's account too low, even by mistake, you still must service the customer under the price the franchisor negotiatesnegotiated, even if you will lose money doing so.

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.

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

Our affiliate, The N2 Company owns and publishes the Publication for which you will sell print advertising and facilitate publishing and distribution, as well as the publications managed by other franchisees (“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, 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, mobile and display advertising, 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 became a North Carolina corporation on December 27, 2005. It later became a Delaware corporation on January 16, 2009 and changed its name to The N2 Company on November 25, 2019. Previously, under its original corporate name of Neighborhood Networks Publishing, Inc., The N2 Company entered into agreements for the RP business, but under arrangements that are different from the franchises offered under this disclosure document. As of the June 30, 2024, 2 persons 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 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 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.

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

### **Competition**

The commercial, professional, retail, and special interest publications industry is highly fragmented, ranging from small local companies to mid-size regional companies to very large, national organizations. You will compete with all of these providers, as well as other types of publications seeking to attract advertisers and other types of businesses seeking to sell advertising services. You may compete with publications that we, our affiliates, or our franchisees may control. Some of these competitors will have substantial financial, marketing, and other resources and they may be well established in your market. The ability of your Franchised Business to compete depends on your ability to identify prospective advertisers, complete the sales process, and develop relationships with your advertisers and the target audience of the Publication. Changing local market and economic conditions and many other factors both within and outside your control or our control may also impact your Franchised Business.

### **Industry-Specific Regulation**

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

### **Franchise Referral Program**

We may pay a referral fee of \$10,000 to the first of our franchisees that introduces a new prospective franchisee to us who is not associated with us, The N2 Company, or any of our affiliated businesses and is identified to us as referred by the franchisee on their initial application if: (a) we approve the new prospect, (b) we and the prospect sign a Franchise Agreement within 6 months after the referral is made, (c) the prospect pays us the full initial franchise fee applicable to that franchisee, (d) the prospect timely begins operation of its business, (e) the publication managed by the prospect goes to print, and (f) the prospect earns at least one qualified commission (currently a qualified commission is at least \$3,000 (excluding fees charged by the franchisee to the client for ad management services) within 12 months of the date the prospect begins operations of its business. If we pay the referral fee, we will pay the fee after all of the above conditions are met. The franchisee must also be in good standing under its franchise agreement at the time. You must be in full compliance with all Franchise Agreements between you and us (or our affiliates) in order to receive a referral fee. This referral fee is available only if the new prospect's Franchised Business manages a new publication or acquires the rights to manage Bridge Publication; it is not available for transfers of existing Franchised Businesses. This referral program is subject to all state and local laws and regulations. We reserve the right to terminate, cancel, or modify such referral program at any time. Franchisees should refer to the Referral Program Policy document for additional rules and information. No more than one referral fee will be paid to franchisees living in or operating a Franchised Business within the state of Washington, and no franchisee, regardless of location, will receive more than one referral fee for referrals made to franchisees living in or operating a Franchised Business in Washington.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Duane Hixon: ~~Chief Executive Officer~~ Director**

Since October 2016, Duane Hixon has served as one of our CEO since our formation in Directors. From October 2016 to January 2025, he served as our CEO. He is has also been one of the Directors of The N2 Company since December 2005. From December 2005 to January 2025, he was the CEO of The N2 Company and has served in that role since its inception in December 2005. Duane is based in Wilmington, North Carolina.

### **Earl Seals: ~~President~~ Director**

Since October 2016, Earl Seals has served as one of our President since our formation in Directors. From October 2016 to January 2025, he served as our President. He ishas also been one of the Directors of The N2 Company since December 2005. From December 2005 to January 2025, he was the President of The N2 Company and has served in that role since its inception in December 2005. Earl is based in Zionsville, Indiana.

**JP Hamel: Chief Revenue Executive Officer and President**

Since January 2025, JP Hamel has served as been our CEO and President. From September 2022 to January 2025, he was our Chief Revenue Officer since September 2022. From January 2020 to August 2022, he served as Head of Franchise Development. From November 2019 to January 2020, he served as Head of Franchise Coaching and from October 2012 to January 2020 he served as Vice President of Sales for The N2 Company. JP is based in Scotch Plains, New Jersey.

**Matthew B. Davis: Chief People and Legal Officer | General Counsel**

Matthew B. Davis has served as Chief People and Legal Officer and General Counsel for The N2 Company since September 2022. He has served as General Counsel since July 2017. Additionally, from May 2022 to August 2022, he served as Head of Legal, Human Resources, and Franchise Administration and Compliance for The N2 Company. From July 2021 to August 2022, he served as Head of Legal and Human Resources. Matthew is based in Wilmington, North Carolina.

**Domenique Schmitt: Legal and Franchise Operations Manager**

Domenique Schmitt has served as Legal and Franchise Operations Manager for The N2 Company since July 2024. She served as Legal Operations Manager for The N2 Company from January 2019 to July 2024. Dominique is based in Fredericksburg, Virginia.

**Doug Couillard: Senior Director of Franchise Development**

Doug Couillard has been our Senior Director of Franchise Development since August 2023. Prior to that role, he was the Director of Field Operations for N2 Franchising from January 2021 to August 2023. Doug was an Area Director from November 2014 to December 2020. Doug is based in Marshfield, Massachusetts.

**Bethany Mascena Tracy: National Director of Franchise Recruitment**

Bethany has served as our National Director of Franchise Recruitment since May 2022. Prior to this role, she was our Launch Manager from December 2019 to May 2022. From March 2017 to October 2019, she served as one of our Region Coaches. Bethany is based in Warwick, Rhode Island.

**Bobby Wright: Director of Real Producers and BeLocal Product Growth**

Bobby Wright has served as our Director of Real Producers Product Growth since July 2022 and Director of BeLocal Product Growth since August 2024. Bobby served as a Real Producers Recruiting and Launch specialist for N2 Franchising from 2017 through 2019. He lives in Newark, Ohio.

### ITEM 3. LITIGATION

**Administrative Actions**

In the Matter of Neighborhood Networks Publishing, Inc., State of California Department of Financial Protection and Innovation, Order I.D. 337865. On or about December 15, 2016, the registration of our FDD for the offer and sale of our N2 Publishing franchises (now STROLL and GREET franchises) was approved by the state of California. On October 16, 2019, we applied to renew our registration. After cooperating with the state of California's requests for information relating to our affiliate's, Neighborhood Networks Publishing, Inc. (now known as The N2 Company), business activities in California prior to our initial registration in California, the state of California determined that

and associated costs that may apply in your area. You should review these figures carefully with your business advisor before deciding to acquire the franchise.

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

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

### **Purchases According to Specifications; Approved Suppliers**

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

### **Required Purchases**

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

### **Optional Purchases**

Our affiliate, The N2 Company, is approved to supply you with optional services for your Franchised Business. Currently, these optional services include client ad strategy services.

The service offerings are subject to change. Additional services may become approved while others may be discontinued. To receive these optional services, you must enter into an AD Services Agreement with our affiliate. The current form of AD Services Agreement is attached to this disclosure document as Exhibit F. There are additional fees associated with these optional services. Future optional services may include premium versions of the client ad strategy services, content services, writing and editing services, business strategy coaching, social media management services, administrative services, consulting services, or client care services. This is not an exhaustive list of potential optional services and neither we nor our affiliate is obligated to make them available to our franchisees. Our affiliate may establish and change the prices for current and future services in its discretion.

The N2 Company is also approved to supply you with optional lead generation services.

### **Revenue Derived**

Our ~~CEO~~Directors, Duane Hixon, and our ~~President~~, Earl Seals, are the owners of The N2 Company, which is approved to supply you with optional services. Neither we, our affiliate, nor any of our officers owns an interest in any other privately held suppliers or a material interest in any publicly held suppliers of our franchise system. During our fiscal year July 1, 2023 through June 30, 2024, we received no revenue or other material consideration from required purchases or leases by franchisees. During its fiscal year July 1, 2023 through June 30, 2024, The N2 Company received no revenue from our

sites; social networking sites; news sites and groups; online, internet, or digital directories; video, audio, photography, 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 them. 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 Online Presences 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 maintain a personal computer or tablet at your Office that is capable of accessing the Internet and have a working phone. You must maintain a high-speed Internet connection (with email capability). We estimate that the cost to acquire these items is \$0 to \$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 client relationship management, sales order and commission management, 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 it. If we provide you one or more email addresses that contain the Marks or any part of the Marks, then you must use such email address(es), as applicable, when conducting your Franchised Business and as directed in the 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 the associated fee. 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 at our request. Otherwise, we do not have independent access to your personal computer or the information generated or stored on your computer and do not have a contractual right to access it. The types of data generated and stored on the required Technology include advertiser information, advertising content, Publication

**N2 FRANCHISING, INC.  
FRANCHISE AGREEMENT**

\_\_\_\_\_  
**Name of Franchisee**

\_\_\_\_\_  
**Street Address**

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Franchisee ID Number**

Form dated: October 12, 2024, as amended February 5, 2025

FDD dated: October 12, 2024, as amended February 5, 2025



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

**FRANCHISOR:**

N2 Franchising, Inc.

**FRANCHISEE:**

[Insert name of Franchisee entity here]

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

~~Duane Hixon~~ JP Hamel, CEO

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

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

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

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

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

**ATTACHMENT B**  
**PUBLICATION DESCRIPTION, TERRITORY & INITIAL FRANCHISE FEE**

Franchisee has the right to operate the Franchised Business only for the Publication described below and in compliance with the Agreement and the information provide below:

1. The Territory for the Real Producers® Publication is:  
.  
.
2. Franchisee has the right to use the following Marks, as set forth in the Agreement:  
Real Producers®
3. Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name, www.realproducersmag.com.

Check one:

- ☐ The Initial Franchise Fee of \$735 is waived.
- ☐ The Initial Franchise Fee is due and payable upon execution of the Franchise Agreement because Franchisee is purchasing a franchise for a Bridge Publication. The Initial Franchise Fee is not refundable upon any circumstances.

**FRANCHISOR:**  
N2 Franchising, Inc.

By: \_\_\_\_\_  
~~Duane Hixon~~ JP Hamel, CEO  
Date: \_\_\_\_\_

**FRANCHISEE:**  
[Insert name of Franchisee entity here]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**FRANCHISOR:**

N2 Franchising, Inc.

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

~~Duane Hixon~~ JP Hamel, CEO

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

**COVENANTOR:**

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

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

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

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

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

**FRANCHISOR:**

N2 Franchising, Inc.

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

~~Duane Hixon~~ JP Hamel, CEO

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

**COVENANTOR:**

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

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

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

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

powers, including full power of substitution and execution or completion of any documents required or requested by any Provider to transfer or modify such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration or termination of Franchisee's rights under the Franchise Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

5. The parties agree that the Providers may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings upon such termination or expiration of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon a Providers' receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Providers require that the parties execute the Providers' assignment forms or other documentation at the time of termination expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

6. The validity, construction and performance of this Assignment is governed by the laws of Texas. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Assignment. All Franchisor's rights inure to Franchisor's benefit and to the benefit of Franchisor's successors and assigns.

**FRANCHISOR:**

N2 Franchising, Inc.

**FRANCHISEE:**

[Insert name of Franchisee entity here]

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

~~Duane Hixon~~ JP Hamel, CEO

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

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

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

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

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

## ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Illinois law governs the Franchise Agreement.
2. In conformance with section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.
3. 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. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of Illinois** is void.
5. 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.
6. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	October 21, 2024
Hawaii	October 12, 2024
Illinois	<del>pending</del> October 11, 2024
Indiana	October 18, 2024
Maryland	pending
Michigan	October 18, 2024
Minnesota	<del>pending</del> January 2, 2025
New York	November 12, 2024
North Dakota	October 11, 2024
Rhode Island	October 24, 2024
South Dakota	October 11, 2024
Virginia	October 17, 2024
Washington	Not Registered
Wisconsin	October 11, 2024

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

**ITEM 23  
RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If N2 Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, and (c) Iowa requires us to provide you the disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If N2 Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and any applicable state agency (as listed in Exhibit I to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is provided in the attached Franchise Sellers' Information document.

Issuance Date: October 12, 2024, as amended February 5, 2025

Our agents for service of process are identified on Exhibit J to this disclosure document. Our agent for service of process in Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware, 19801.

I received a disclosure document dated October 12, 2024, as amended February 5, 2025. The disclosure document included the following Exhibits:

Exhibit A – Financial Statements  
Exhibit B – Franchise Agreement (with Attachments and State Specific Amendments)  
Exhibit C – List of Franchised Outlets  
Exhibit D – List of Franchisees Who Have Left the System  
Exhibit E – Franchise Brand Standards Manual  
Table of Contents  
Exhibit F – AD Services Agreement

Exhibit G – Form of General Release  
Exhibit H-1 – Sample Transfer Agreement and Consent  
Exhibit H-2 – Sample Assignment and Assumption Agreement  
Exhibit I – List of State Administrators  
Exhibit J – Agents for Service of Process  
Exhibit K – State Specific Addenda to Franchise Disclosure Document

Dated: \_\_\_\_\_

\_\_\_\_\_  
Individually and as an Officer of the company  
designated below or of a company to be formed and  
designated below on formation

\_\_\_\_\_  
Printed Name

of \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

(a \_\_\_\_\_ Limited Liability Company)

**(Keep this page for your records.)**



## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If N2 Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, and (c) Iowa requires us to provide you the disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If N2 Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and any applicable state agency (as listed in Exhibit I to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is provided in the attached Franchise Sellers' Information document.

Issuance Date: October 12, 2024, as amended February 5, 2025

Our agents for service of process are identified on Exhibit J to this disclosure document. Our agent for service of process in Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware, 19801.

I received a disclosure document dated October 12, 2024, as amended February 5, 2025. The disclosure document included the following Exhibits:

Exhibit A – Financial Statements  
Exhibit B – Franchise Agreement (with Attachments and State Specific Amendments)  
Exhibit C – List of Franchised Outlets  
Exhibit D – List of Franchisees Who Have Left the System  
Exhibit E – Franchise Brand Standards Manual  
Table of Contents  
Exhibit F – AD Services Agreement

Exhibit G – Form of General Release  
Exhibit H-1 – Sample Transfer Agreement and Consent  
Exhibit H-2 – Sample Assignment and Assumption Agreement  
Exhibit I – List of State Administrators  
Exhibit J – Agents for Service of Process  
Exhibit K – State Specific Addenda to Franchise Disclosure Document

Dated: \_\_\_\_\_

\_\_\_\_\_  
Individually and as an Officer of the company  
designated below or of a company to be formed and  
designated below on formation

\_\_\_\_\_  
Printed Name

of \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

(a \_\_\_\_\_ Limited Liability Company)

**(Sign and return this page to N2 Franchising, Inc.)**