

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 \$59,550 to \$86,275. 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 30, 2024

How to Use This Franchise Disclosure Document

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

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.
- 3.4. **Short Operating History. The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.**

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 a National digital magazine on the NAPC website and digital magazines in states where there is no franchise and offering a co-branded, online subscription magazine that may 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 Franchise Community memberships that include 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, and may include marketing a co-branded, online subscription magazine that may be called

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 maintaining a Natural Awakenings community within 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, 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.

John Voell, Franchise Sales Manager

Mr. Voell has been our Franchise Sales Manager since April 2024. From June 2023 to the present, Mr. Voell, along with his wife, Trina Voell, have been owners of the Volusia and Flagler Counties, Florida (Daytona, Florida) Natural Awakenings Magazine and the Jacksonville, Florida Natural Awakenings Magazine. From December 2023 to the present, Mr. Voell, along with his wife, have also been owners of the Gainesville, Florida Natural Awakenings Magazine. From 2022 to the present, Mr. Voell and his wife have published the Lansing, Michigan Natural Awakenings Magazine. From 2019 to the present, Mr. Voell and his wife have owned the Detroit, Michigan and Traverse City, Michigan Natural Awakenings Magazines. From 2008 to the present, Mr. Voell has owned, along with his wife, the Ann Arbor, Michigan Natural Awakenings Magazine. He resides in Ann Arbor, Michigan.

Trina Voell, Franchise Sales Manager

Mrs. Voell has been our Franchise Sales Manager since April 2024. From June 2023 to the present, Mrs. Voell, along with her husband, John Voell, have been owners of the Volusia and Flagler Counties, Florida (Daytona, Florida) Natural Awakenings Magazine and the Jacksonville, Florida Natural Awakenings Magazine. From December 2023 to the present, Mrs. Voell, along with her husband, have also been owners of the Gainesville, Florida Natural Awakenings Magazine. From 2022 to the present, Mrs. Voell and her husband have published the Lansing, Michigan Natural Awakenings Magazine. From 2019 to the present, Mrs. Voell and her husband have owned the Detroit, Michigan and Traverse City, Michigan Natural Awakenings Magazines. From 2006 to the present, Mrs. Voell has owned, along with her husband (in 2008), the Ann Arbor, Michigan Natural Awakenings Magazine. She resides in Ann Arbor, Michigan.

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 2023, we charged Initial Franchise Fees of \$5,000 to \$10,000 per territory for existing NAPC franchisees. This does not mean we will discount the Initial Franchise Fee for you.

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	<p>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.</p> <p>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.</p>	Payable with your monthly report and due between the 1 st and the 10 th day of the issue month.	Note 1 below
Minimum Layout Services Fee	<p>32 Standard Pages National Print and Digital Layout Only (No Local) is \$165 per month, plus:</p> <ul style="list-style-type: none"> - for 8 Local Pages (40 page magazine), an additional \$230 per month - for 16 Local Pages (48 page magazine), an additional \$427 per month - for 24 Local Pages (56 page magazine), an additional \$582 per month - for 32 Local Pages (64 page magazine), an additional \$773 per month - for 40 Local Pages (72 page magazine), an additional \$965 per month 	Due by the 10 th day of each month, in advance for the following month.	<p>Note 2 below</p> <p>These fees are subject to change.</p>

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
Layout Services Fee (Full Service)	\$3,500 per month for our full service layout services; 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 10 th day of each month, in advance for the following month. For new Franchised Businesses, this fee will not be charged for the first publication of the print magazine	Note 2 below This fee is subject to change.
Technology Fees	Currently, \$557.00 per month	Due by the 10 th day of each month, in advance for the following 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.
National Advertising Fund	If established, 2% of Monthly Gross Revenues	Due by the 10 th 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.	

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
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. <u>Will not exceed \$1,600 per day.</u>	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
Renewal Fee	\$5,000	Upon Renewal	Note Error! Reference source not found. 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

NAME OF FEE	AMOUNT	WHEN DUE	REMARKS
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 \$200.00 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 13 below
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
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 or charge your credit card on file 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 and commissions on sales of memberships, products and services (including, but not limited to Affiliates' memberships, products and services). 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.** You may choose to use full service layout services or the minimum layout services. The Layout Services Fee for full service layout services includes operations management, local magazine production and layout, customer relations coordination and support, which services are subject to change. The Minimum Layout Services Fee for minimum layout services includes layout services only with 3 rounds of revisions and no graphic design, no editing or proofreading, and no coordination. This monthly fee will not be charged for the first publication of your Natural Awakenings digital magazine and the first publication of your first print magazine if your Franchised Business is a new franchise. We require you to use us for at least the minimum layout services and pay us either the Layout Services Fee (for full service) or the Minimum Layout Services 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 NACP 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.** NACP may establish a National Advertising Fund. The purpose of the National Advertising Fund is to pool advertising money of NACP franchisees to achieve greater benefits for all in promoting the Trade Name and Marks.

If established, you will pay a monthly contribution of 2% 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) If established, 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, (ii) thirty (30) days after execution of the Franchise Agreement, or (iii) upon the establishment of the National Advertising Fund. (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 NACP agrees to provide additional training, extended support or additional services at Franchisee's request, NACP 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 NACP 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 NACP), 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 NACP's obligations. If resources are available by NACP at our sole discretion, we may agree to provide support or services beyond the scope of our obligations. You will pay NACP 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 NACP's next scheduled Initial Training Program, and pay NACP \$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.

NACP may in its discretion provide ongoing training to you. NACP requires that you attend and participate in these ongoing trainings. NACP, 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 NACP. 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 \$200 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
Racks & Computer See Note 3	\$2,100	\$6,350	Check on order	Before opening	Vendors
Additional Funds – first 6 months See Note 4	\$5,850	\$24,675	As required	As incurred	Various
Additional Misc. Fees & Expenses See Note 5	\$2,100	\$4,250	As incurred	Before Opening	Various
TOTAL See Note 6	\$59,550	\$86,275			

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:

- 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 a printer, computer, and distribution racks may purchase them from any legitimate distributor. You may not need to purchase any of these items if you already have them and do not need to purchase any signage. You also do not need to purchase racks until the publication of your first print magazine. You have until the thirteenth month of signing your franchise agreement to publish your first print magazine.

4. You will need operating and working capital to support the ongoing expenses of your business, including royalties, the purchase of required services from us, technology fees and other software fees, as well as your living expenses (if your Natural Awakenings magazine is your only source of income) during the first six months. We do not anticipate that you will hire outside writers to write local content during the first 6 months of operations and, therefore, do not include payroll or contractor fees in this estimate. If you do, however, your initial investment will be higher to account for payroll and/or contractor fees. New businesses often generate a negative cash flow. We believe that the amount estimated will be sufficient to cover ongoing expenses of the business 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, 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, technology, 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 Franchise 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: minimum layout services and technology services, including technology licensing, website hosting, customer relationship management (CRM), digital marketing and social media 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 may also be required to market and participate in our subscription-based magazine and mobile app that may be co-branded as *Knatural Awakenings* or another name as we may determine.

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 and social media services, to our franchisees. Our CEO, Kimberly Whittle, and our VP of Operations, Dr. Brian Stenzler, own 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 at least a digital magazine edition within the first 30 days of signing the Franchise Agreement. You have the option of publishing a digital-only magazine for no longer than the first 12 months of signing the Franchise Agreement. Commencing the thirteenth month from signing the Franchise Agreement, 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 thereafter for the remaining Initial Term and each Renewal Term. Your digital magazine and offer to purchase *Knatural Awakenings* (or other named) online subscription-based magazine, must be available on 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 that meets our specifications and our required 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. If you fail to purchase the required insurance and NAPC is forced to purchase the insurance, then you must reimburse NAPC for the full cost of insurance, plus pay a \$200.00 per month administrative fee.

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 2023, 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 2024 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. You can choose a term of 4 years or 6 years to pay the amount financed. The 4 year term will have an interest rate of Prime Rate +1%, and a 6 year term will have a higher interest rate of Prime Rate +2.5%. 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, \$615.52	None	None	Outstanding balance of Note and all accrued and unpaid interest	Termination of Franchise Agreement
Initial Franchise Fee	NAPC	\$25,000	\$24,500	6	Prime Rate +2.5%	Currently, \$656.68	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 Franchise 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 without your consent or approval. As a result of any such sale or assignment of the Promissory Note, you may lose all of your defenses against the lender.

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 distribution racks, computer hardware and software and supplies for your direct purchase, as well as software licensed through NAPC, 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. However, you may choose to publish a digital-only magazine for no more than the first 12 months of operations. 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 twelve (12) months of signing your franchise agreement, which includes publishing your first Natural Awakenings print magazine by the thirteenth month of signing your franchise agreement. (Franchise Agreement, Section 7.1)

During the Operation of your Franchised Business, NAPC will:

1. As further defined in the Operations Manual or elsewhere, NAPC will assist in providing layout services for the first print publication. Thereafter, you must pay us the monthly Minimum Layout Services Fee or the Layout Services Fee (for full service), as applicable. (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 at least the minimum layout services, or if you choose, the full service layout services, for your magazine, for which we will charge you the monthly Minimum Layout Services Fee or Layout Services Fee (for full service), as applicable, and any additional fees based on the current rate card and the number of pages you publish. These services are further detailed in the Operations Manual or elsewhere. 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 2% of your monthly Gross Revenue if we establish the National Advertising Fund. (Franchise Agreement, Section 6.11)

2. We may establish 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. If established, 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 and national advertiser 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 NAPC files its annual income tax returns.

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 2023. 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 or business 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, Canva, 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 \$2,100 and \$3,500. Additionally, we estimate your on-going monthly Software and Internet fees, in addition to your Technology Fees, will range between \$92 and \$315 per month, which are subject to change. These other Software and Internet fees are paid directly to the vendors. NAPC is in the process of developing a proprietary enterprise-wide operations systems, which we expect to rollout in 2024. 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. The ongoing software and upgrade service maintenance is included in your Technology Fees. We do not expect that you will incur additional annual costs for maintenance, repair or updates to the Computer System. However, we estimate that you will need to replace your computer every 5 to 8 years assuming you buy a new computer upon your purchase of the NA franchise.

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* <i>*additional ongoing training/coaching occurs remotely throughout launch period</i>	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 <i>*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</i>	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 was a Certified Public Accountant for 25 years and has 27 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.

John Voell, Franchise Sales Manager, trains on aspects of advertising sales. Mr. Voell has been our Franchise Sales Manager since April 2024. From June 2023 to the present, Mr. Voell, along with his wife, Trina Voell, have been owners of the Volusia and Flagler Counties, Florida (Daytona, Florida) Natural Awakenings Magazine and the Jacksonville, Florida Natural Awakenings Magazine. From December 2023 to the present, Mr. Voell, along with his wife, have also been owners of the Gainesville, Florida Natural Awakenings Magazine. From 2022 to the present, Mr. Voell and his wife have published the Lansing, Michigan Natural Awakenings Magazine. From 2019 to the present, Mr. Voell and his wife have owned the Detroit, Michigan and Traverse City, Michigan Natural Awakenings Magazines. From 2008 to the present, Mr. Voell has owned, along with his wife, the Ann Arbor, Michigan Natural Awakenings Magazine.

Trina Voell, sales trainer, also trains on aspects of advertising sales. Mrs. Voell has been our Franchise Sales Manager since April 2024. From June 2023 to the present, Mrs. Voell, along with her husband, John Voell, have been owners of the Volusia and Flagler Counties, Florida (Daytona, Florida) Natural Awakenings Magazine and the Jacksonville, Florida Natural Awakenings Magazine. From December 2023 to the present, Mrs. Voell, along with her husband, have also been owners of the Gainesville, Florida Natural Awakenings Magazine. From 2022 to the present, Mrs. Voell and her husband have published the Lansing, Michigan Natural Awakenings Magazine. From 2019 to the present, Mrs. Voell and her husband have owned the Detroit, Michigan and Traverse City, Michigan Natural Awakenings Magazines. From 2006 to the present, Mrs. Voell has owned, along with her husband (in 2008), the Ann Arbor, Michigan Natural Awakenings Magazine.

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 14 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 NAPC's Security Director since December 2022 and has over 17 years of industry experience.

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

Section Number & Name	# Pages
Distribution	8
Total Pages in Virtual Operations Manual (if printed in full)	435

ITEM 12 TERRITORY

Each NACP franchise territory carries with it the right and obligation to establish and operate one Natural Awakenings magazine business within a designated geographical area. The Addendum to the Franchise Agreement specifies that you are granted a Territory in which no other NACP 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, telemarketing 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 NACP has set for the administrative process, including, but not limited to, timely reporting, acknowledgement and confirmation processes and invoice reporting. NACP will bill the National Advertiser and remit to you the net of advertising rates charged less 25% sales commission and administrative fee to NACP.

You will receive an exclusive territory. During the term of the Franchise Agreement, provided that you are in compliance with the Franchise Agreement and any other agreements with us and subject to Franchisor's reservation of rights set forth in the Franchise Agreement and below, neither we nor our affiliates will operate, nor will we grant anyone else the right to operate, a NA Business or a business offering the same or similar goods or services (i.e. a free print and digital local magazine that sells advertising) under the same or similar Marks within your Territory. Your territorial rights are not dependent upon achieving any certain sales volume, market penetration or any other contingency.

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 NACP,

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 that sells advertising), 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
	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. You must sell all goods and services authorized by NAPC that NAPC requires you to sell.

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.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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 Pendlings; 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.
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 1 st 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). <i>Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.</i>

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	53	50	-3
	2022	50	47	-3
	2023	47	46	-1
Company-Owned*	2021	1	1	0
	2022	1	0	-1
	2023	0	1	+1
Total Outlets	2021	54	51	-3
	2022	510	47	-4
	2023	47	47	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. 2: Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor or an Affiliate)
For Fiscal Years 2021 to 2023**

State	Year	Number of Transfers
Alabama	2021	1
	2022	0
	2023	0
Connecticut	2021	0
	2022	0
	2023	1
Florida	2021	0
	2022	0
	2023	2
New York	2021	0
	2022	0
	2023	1
Virginia	2021	0
	2022	1
	2023	0

TOTAL	2021	1
	2022	1
	2023	4

**TABLE NO. 3: Status of Franchised Outlets
For Fiscal Years 2021 to 2023**

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	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Colorado	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Connecticut	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
District of Columbia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
Florida	2021	10	0	0	0	0	0	10
	2022	10	1*	0	0	0	1	10
	2023	10	0	0	0	0	0	10
Georgia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Illinois	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Louisiana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Massachusetts	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Minnesota	2021	1	0	0	0	0	0	1

	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	1	0	0
New Jersey	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
New York	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
North Carolina	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Oklahoma	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	0	5
	2023	5	0	0	0	0	0	5
Rhode Island	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
South Carolina	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Texas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Virginia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Washington	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
Wisconsin	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TOTAL	2021	53	0	1	0	0	2	50
	2022	50	1	1	0	0	3	47
	2023	47	0	0	0	1	0	46

*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 2021 to 2023**

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	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	0*
	2023	0	0	0	0	0	0
Minnesota	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1**	0	0	1
TOTAL	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	0
	2023	0	0	1	0	0	1

*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.

**This outlet is for sale by NAPC.

TABLE NO. 5: Projected Openings as of December 31, 2023

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
Connecticut	2	2	0
Florida	1	1	0
Pennsylvania	3	3	0
Nevada	0	1	0
Texas	0	1	0
TOTAL	6	8	0

Exhibit C.1 lists the names of all current franchises and the addresses and telephone numbers of their outlets as of December 31, 2023.

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, 2023, 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 audited financial statements for year ended December 31, 2023 and from September 1, 2022 (inception) to December 31, 2022, as well as NAPC's unaudited balance sheet and statement of operations as of July 31, 2024. **We have not been in business for three years or more, and cannot include all financial statements required by the FTC's Franchise Rule.**

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 SUITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.



NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT C

ROSTER OF FRANCHISEES

EXHIBIT C-1
ROSTER OF FRANCHISEES
As of December 31, 2023

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 Flowing Energy Communications LLC Ariana Fine	Stratford, CT 203-900-4525
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 Healthy Living Michigan LLC John Voell & Trina Voell	P.O. Box 2717 Ann Arbor, MI 48106 (734) 757-7929
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 Healthy Living Michigan LLC John Voell & Trina Voell	P.O. Box 2717 Ann Arbor, MI 48106 (734) 757-7929
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
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 Luck Ton Ella, LLC Erica M. Mills	Buchanan, NY (203) 885-4674

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. 57 th 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. 24 th 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, 2023

CONNECTICUT	
Hartford and Tolland Counties, CT Flowing Energy Communications LLC Ariana Rawls Fine	Stratford, CT 203-900-4525
Windham and New London Counties, CT Flowing Energy Communications LLC Ariana Rawls Fine	Stratford, CT 203-900-4525
FLORIDA	
Alachua and Marion Counties, FL (Gainesville Ocala) Healthy Living Michigan LLC Trina Lynn Voell & John Raymond Voell III	P.O. Box 2717 Ann Arbor, MI 48106 (734) 757-7929
PENNSYLVANIA	
Philadelphia Central PA VYBE Media, LLC Shanan Drabin	Marlton, NJ (867) 797-2227
Philadelphia North PA VYBE Media, LLC Shanan Drabin	Marlton, NJ (867) 797-2227
Philadelphia South PA VYBE Media, LLC Shanan Drabin	Marlton, NJ (867) 797-2227

EXHIBIT C-2

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

As of December 31, 2023

TRANSFERS

Former Franchisee	City/State	Telephone Number
LLJ Enterprises, LLC, Gail Heard	North Branford, CT	203-988-1808
Go Direct Marketeam, LLC, Rebecca Young	Ormond Beach, FL	386-736-3838
Dana Boulanger	Lincolndale, NY	914-617-8750

REAIQUIRED BY FRANCHISOR

Former Franchisee	City/State	Telephone Number
Bold Expressions LLC Candi Broeffle	Moose Lake, MN	(763) 270-8604



NATURAL AWAKENINGS PUBLISHING CORP.

EXHIBIT D

FRANCHISE AGREEMENT



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)/seventy-two (72)* 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.

4. The franchisor 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. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
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.

**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 intends 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.

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

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

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 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.

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

RECEIPTS

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 30, 2024. 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, John Voell and Trina Voell, P.O. Box 2717, Ann Arbor, MI 48106, 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 30, 2024, that included the following exhibits:

- | | |
|--|---------------------------|
| A. State Authorities & Agents for Service of Process | D. Franchise Agreement |
| B. Financial Statements | E. Promissory Note |
| C. Roster of Franchisees | F. State Specific Addenda |
| C.1 Current Franchisees | G. State Effective Dates |
| C.2 Franchisees Who Left the System | 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.

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.

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| C.1 Current Franchisees | G. State Effective Dates |
| C.2 Franchisees Who Left the System | H. Receipts |

Franchisee's signature:

Print Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Dated: _____

Franchisee's signature:

Print Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Dated: _____

Franchisor's Copy – Send to: Natural Awakenings Publishing Corp., 350 Main Street, Building 1, Suite 9B, Bedminster, NJ 07921 or kbwhittle@naturalawakenings.com