Upon becoming a Goin’ Postal franchisee, the franchisee will own and operate a single Goin’ Postal shipping Store. Through this Goin’ Postal shipping Store, the franchisee will be operating a retail business which primarily involves the packaging and shipping of goods and parcels and offering related postal business services and supplies. We offer two (2) different variations of the Goin’ Postal franchise, as more fully discussed in Item 5, Item 7 and elsewhere in this Disclosure Document: (i) a Standard Goin’ Postal Franchise, and (ii) a Turn-Key Franchise. The total investment necessary to begin operation of a Standard Goin’ Postal Franchise is between $46,750.00 and $109,500.00 (see Item 7 below). This includes the sum of $15,000.00 which must be paid to us as the franchisor for the Initial Franchise Fee. You must also pay to us the sum of $10,000.00 for the purchase of some mandatory start-up supplies and equipment for your Store, which includes two (2) Point of Sale Systems and miscellaneous required minimum purchases (see Item 5 below). The total investment necessary to begin operation of a Turn-Key Goin’ Postal Franchise is between $85,250.00 and $111,500.00 (see Item 7 below). This includes the sum of $75,000.00 which must be paid to us as the franchisor (see Item 5 below).

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

You may have obtained this Franchise Disclosure Document and other disclosure documents by e-mail or other electronic format. 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 either Marcus Price or M.J. Price at 4941 4th Street, Zephyrhills, Florida 33542 and (813) 782-1500.

The terms of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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-FTC-HELP 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: March 21, 2014**
**See State Effective Date Exhibit which follows immediately after the State Cover Page for Registration and Exemption State Effective Dates; the Issuance Date of this Disclosure Document may not be the same as the Effective Date as reflected in the State Effective Date Exhibit.
STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state 
franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A 
STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED 
THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit “E” for information about the franchisor, or 
about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER 
THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT 
TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE 
YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND 
WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this Franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US 
BY MEDIATION (AND IF UNSUCCESSFUL, LITIGATION) ONLY IN FLORIDA. OUT-OF- 
STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS 
FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO 
MEDIATE AND LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE 
AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND 
BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date:*_____

*See State Effective Date Exhibit which follows immediately after this State Cover Page for 
Registration and Exemption State Effective Dates; in all other States the Effective Date is the 
same as the Issuance Date of this Disclosure Document which is March 21, 2014.
**STATE EFFECTIVE DATES EXHIBIT**

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 Franchise Disclosure Document is registered, on file, or exempt from registration in each of the following States having franchise registration and disclosure laws (or requiring an exemption notice under business opportunity laws), with the following Effective Date indicated for each individual State below:

<table>
<thead>
<tr>
<th>State</th>
<th>Registration Effective Date</th>
<th>State</th>
<th>Exemption Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hawaii</td>
<td>N/A [expired]</td>
<td>Nebraska</td>
<td>August 19, 2005</td>
</tr>
<tr>
<td>Illinois</td>
<td>NA [suspended]</td>
<td>Texas</td>
<td>May 10, 2005</td>
</tr>
<tr>
<td>Indiana</td>
<td>March 27, 2013 [renewed]</td>
<td>Utah</td>
<td>June 28, 2013 [renewed]</td>
</tr>
<tr>
<td>Maryland</td>
<td>N/A [expired]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michigan</td>
<td>March 28, 2013 [renewed]</td>
<td></td>
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<tr>
<td>Minnesota</td>
<td>October 4, 2005, as amended April 29, 2013</td>
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</tr>
<tr>
<td>New York</td>
<td>August 18, 2005, as amended May 29, 2013</td>
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<tr>
<td>North Dakota</td>
<td>May 10, 2013 [renewed]</td>
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<tr>
<td>Rhode Island</td>
<td>April 26, 2013 [renewed]</td>
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<tr>
<td>South Dakota</td>
<td>N/A [expired]</td>
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<tr>
<td>Virginia</td>
<td>N/A [expired]</td>
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<tr>
<td>Washington</td>
<td>May 27, 2013 [renewed]</td>
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</tr>
<tr>
<td>Wisconsin</td>
<td>May 4, 2013 [renewed]</td>
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</tbody>
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In all other States where filing for the registration or exemption of Goin’ Postal franchises, or the renewal of such registration or exemption, is not required, the Effective Date of this Disclosure Document is the Issuance Date of March 21, 2014.
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Receipts: Two Receipts appear at the end of this Disclosure Document
ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language used in this Disclosure Document, the words “Goin’ Postal Franchise Corporation”, “GPFC”, “we”, “our” and “us”, and the “Franchisor”, all refer to Goin’ Postal Franchise Corporation, the franchisor. “You” and “your” means the person or entity who buys the Goin’ Postal franchise from us.

The Franchisor and its Predecessor – General Information

Goin’ Postal Franchise Corporation (often referred to in this Disclosure Document simply as “GPFC”) is a Florida corporation which was incorporated in Florida on August 13, 2004. We maintain our principal place of business and corporate headquarters at 4941 4th Street in Zephyrhills, Florida 33542. We conduct business under the name Goin’ Postal, which is part of the trademarks/service marks our predecessor, Zephyr Brands, Inc. (formerly known as Goin’ Postal, Inc.) registered and filed for registration with the United States Patent and Trademark Office and which we purchased from Goin’ Postal, Inc. in January, 2007 (see Item 13 of this Disclosure Document). In conjunction with a separate and independent franchise brand we offer and sell which is totally unrelated and not part of the Goin’ Postal franchise you will own and operate as offered in this Disclosure Document, we also conduct business under the name “Hut No. 8” (the brand name of our separate and independent franchise offering). We have a predecessor, Zephyr Brands, Inc. (formerly known as Goin’ Postal, Inc.), which maintains the same principal business address that we do. We and our predecessor previously maintained our principal address at 38439 5th Avenue, Zephyrhills, Florida 33542. We are not a subsidiary of any entity and as such we do not have a parent.

Agent for service of process in the State of Florida:


Agent for service of process in your State:

Various State regulatory agencies may require that we designate an agent for service of process in that particular State. In those instances, the specific agent will be reflected on the Item 23 RECEIPT and/or in the attached Exhibit “E”.

The Franchisor’s Business

On January 2, 2007, we purchased all of the assets of a prior affiliate of ours, Goin’ Postal Zephyrhills, Inc., consisting of the Goin’ Postal shipping Store in Zephyrhills, Florida, which Goin’ Postal Zephyrhills, Inc. operated since it was incorporated in January 2005. Goin’ Postal Zephyrhills, Inc. was owned by the same individuals who own Goin’ Postal Franchise Corporation. Goin’ Postal Zephyrhills, Inc. was dissolved in mid-2007. The Goin’ Postal shipping Store which we acquired from our former affiliate, Goin’ Postal Zephyrhills, Inc., is now owned and operated by us and is a business of the type being franchised as offered in this Disclosure Document. As a result of our acquisition of the Store previously owned and operated by Goin’ Postal Zephyrhills, Inc., there are currently no affiliate owned Stores. We intend to expand our ownership of Goin’ Postal Stores in the future.

On January 2, 2007, we purchased the assets of Life Size Greetings, Inc., a Florida corporation owned by our Chief Executive Officer (Marcus Price), our President (M.J. Price), and another of our employees (Robert Stephens). Our acquisition of the assets and business of Life Size Greetings, Inc. resulted in our establishment of a merchandise production department for our Goin’ Postal franchise chain. We also continue to conduct the online retail business we acquired
from Life Size Greetings, Inc. (www.lifesizegreetings.com) consisting of the retail sale to the public of life sized yard decorations, greeting cards and stand-up photographs manufactured, produced and sold by our recently established LifeSize Greetings division.

We own and operate one (1) retail consignment store under our trademark “Hut no. 8” which buys and resells barely used brand name clothing aimed at customers within an age range of 13 years through 40 years. We have used the business model of the Company-owned Hut no. 8 store to initiate and offer for sale a separate and independent franchise brand. As of December 31, 2013, we had twenty-nine (29) Hut no. 8 franchises opened and operating, including the one (1) Store owned by us. This separate franchise brand is offered for sale under a separate Franchise Disclosure Document and separate Franchise Agreement and no solicitation or offer for this separate and independent franchise is being made by or in this Goin’ Postal Franchise Disclosure Document.

Special Industry Regulation

Various Federal, State, and local laws may govern or impact the operation of your business. Examples include but are not limited to: The United States Postal Service which requires several forms, including forms 1583 and 1583-A. Laws also regulate the shipment of certain items such as firearms, livestock, produce, alcohol and tobacco products. Notary services require training and bonds as regulated by your state of residence. Selling certain services such as money orders or taking credit cards may be impacted by your credit. While we continually negotiate with carriers on behalf of our franchisees, we cannot guarantee the continuation of any retail shipping program you may offer to national chains or on an individual basis.

The Franchisee’s Business

Goin’ Postal Stores (“Stores”) are retail service businesses which offer packaging, shipping and mailing services and various office services, all provided through a variety of carriers, vendors and service providers. Among the office services provided are fax, copying, notary and the sale of office supplies. Goin’ Postal Stores are targeted at both business and private customers. With Goin’ Postal’s relationship with the major carriers, The United States Post Office, and various freight companies, Goin’ Postal Stores can offer a wide variety of options for consumers.

The market for the services you will be selling is fairly developed and well established, and the goods and services you will offer will be sold to the general public. You will have to compete for a share of this market with other businesses and companies offering the same services, including, for example, UPS Stores and various branch locations of the United States Post Office. Generally, Goin’ Postal Stores do a larger volume of business during the Christmas Holiday Season than during other periods of the year.

You will sign a Franchise Agreement (Exhibit “A”) for a single Goin’ Postal franchise to operate a single Goin’ Postal Store at a location of your choice, subject to any territorial rights of other franchisees. Generally Stores are located in high visibility and high traffic areas. While we may advise you against a certain location, you will have the final decision on any currently unrestricted location. Although, with our prior approval and subject to conditions applicable to all Goin’ Postal Stores, you may be entitled to purchase and own more than one Goin’ Postal Store franchise (See Item 11 and Item 12 of this Disclosure Document), each Goin’ Postal Store will be subject to the fees under Item 5 and Item 6 (see immediately below, however, for current franchise fee arrangements offered to franchisees who open additional Stores), require that you sign the Franchise Agreement and all other agreements then in effect, and otherwise be subject to all the terms and conditions of purchasing, owning and operating a Goin’ Postal franchise as described in this Disclosure Document (as amended from time to time and in effect at the time of purchase). At the present time, we have implemented a program for those of our franchisees who purchase
from us one or more additional Goin’ Postal Store franchises. Under this program, the franchise fee payable to us by a franchisee for each additional Store franchise purchased by that franchisee will not exceed the initial franchise fee such franchisee paid to us for the purchase of their initial Goin’ Postal Store franchise (see Item 5 for more details).

In addition to our “traditional” Goin’ Postal franchise offering (a “Standard Goin’ Postal Franchise”), we offer a Turn-Key Franchise Package to assist those franchisees who are either too busy to personally set-up and establish their own Store, or who for other reasons would prefer having us set-up and establish their Store rather than personally investing the time and labor to do it themselves. Under the Turn-Key Franchise Package, we will assist you in: (a) locating and negotiating the lease for your desired Store location (though we do not serve as legal counsel or in any other professional or advisory capacity); (b) procuring and installing required equipment, furnishings, fixtures, signs and décor as required by us; (c) completing Store build-out consistent with our Standards and preparing the Store for opening for business as required by our Disclosure Document and the Standards, Specifications, Systems and Methods we have established; and (d) training as detailed in our Disclosure Document. If you desire to purchase one of our Turn-Key Franchise Packages, you must complete and sign a Turn-Key Store Agreement (Exhibit “J”) in addition to the other documents you are required to sign under this Disclosure Document. See Item 5 and Item 11 of this Disclosure Document for a detailed description of the Turn-Key Franchise Package and see Item 7 for a description of the current initial investment required for a Turn-Key Franchise Package.

Prior Business Experience of Franchisor, Its Predecessor and Affiliates

We have been offering Goin’ Postal franchises since the beginning of September, 2004, and with the franchised Stores we took over from our predecessor, Zephyr Brands, Inc. (formerly known as Goin’ Postal, Inc.), our Goin’ Postal franchise network, as of December 31, 2013 consisted of 245 franchised Store locations (including the one franchisor owned Store referenced below), but is expected to continue expanding rapidly.

Goin’ Postal Franchises were previously sold starting in the beginning of 2004 by Goin’ Postal, Inc. Our predecessor, Goin’ Postal, Inc. (now known as Zephyr Brands, Inc.) also is a Florida corporation which was incorporated in Florida on September 17, 2002 and was originally formed to own its own Goin’ Postal shipping Stores. Goin’ Postal, Inc. ceased offering Goin’ Postal Franchises around the beginning of September 2004, which is when we took over the Goin’ Postal franchising operations (see detailed discussion of the trademark/service marks we purchased from Goin’ Postal, Inc. under Item 13 of this Disclosure Document). Goin’ Postal, Inc. initially established 9 Goin’ Postal franchises under a pilot program to determine the viability and market acceptance of the Goin’ Postal shipping Stores. The 9 initial pilot franchises each paid a $10,000.00 initial franchise fee, but do not pay royalties, marketing fees nor any other continuing fees. Goin’ Postal, Inc. also established 2 additional Goin’ Postal franchises, each of whom pay royalty and marketing fees. Goin’ Postal, Inc. transferred all 9 of these pilot franchises and the 2 additional franchises to us, and Goin’ Postal, Inc. does not operate any Goin’ Postal franchises or Stores. On January 2, 2007, we purchased from Goin’ Postal, Inc. all rights, title and interest in the trademarks used by us. Goin’ Postal, Inc., which changed its corporate name on May 30, 2008 to Zephyr Brands, Inc., is privately held by the same individual owners of Goin’ Postal Franchise Corporation, and presently conducts no business operations.

Our predecessor, Zephyr Brands, Inc. (previously known as Goin’ Postal, Inc.), operated a shipping Store of the type being franchised as offered in this Disclosure Document for 3 years before that Store became the franchised Store previously operated by our affiliate, Goin’ Postal Zephyrhills, Inc., and now, as of January, 2007 owned and operated by us.

At present, we do not have any affiliates.
Current and Possible Other Future Franchise Lines

We presently offer a separate and independent franchise brand, in a different line of business, and under its own separate and independent Franchise Disclosure Documents. As discussed below, we have plans to expand our franchise brands in the future.

We have developed a retail consignment franchise brand offering under a separate Franchise Disclosure Document, using our registered trademark “Hut no. 8”. This franchise brand involves the resale at retail of slightly used brand name clothing. We do not anticipate that the Hut no. 8 franchise business will compete with your Goin’ Postal franchise.

We hope to offer during the 2014 calendar year one or more variations of a new franchise brand under our trademarks “Monkey Huggers” which we have filed for registration for use with this new brand development. Once developed, Monkey Huggers franchises will involve the resale at retail of slightly used baby clothing, toys and accessories, with variations which may include daycare centers, portrait studios, and/or media broadcasts or presentations. Monkey Huggers franchises will be offered under a separate Franchise Disclosure Document. We do not anticipate the Monkey Huggers franchise business will compete with your Goin’ Postal franchise.

We have no affiliates which have ever conducted business in any other line of business and we have no affiliates which have ever offered franchises in the type of business the franchisee will operate, nor in any other line of business. Our predecessor, Zephyr Brands, Inc. (previously known as Goin’ Postal, Inc.), has never conducted business in any other line of business and has never offered franchises in any other line of business.

ITEM 2: BUSINESS EXPERIENCE

Marcus Price: Chief Executive Officer, Director

Marcus Price served as the President of Goin’ Postal Franchise Corporation since its formation in August of 2004 through December 2006, and has been the President of our predecessor, Goin’ Postal, Inc. since its formation in September of 2002. In December 2006, Marcus Price was elected Chief Executive Officer of Goin’ Postal Franchise Corporation. Marcus Price is responsible for overseeing all aspects of the franchising operation.


MJ Price: President, Director

MJ Price served as the Vice President of Goin’ Postal Franchise Corporation since its formation in August of 2004 through December 2006, and has been the Vice-President of our predecessor, Goin’ Postal, Inc., since its formation in September of 2002. In December 2006, MJ Price was elected President of Goin’ Postal Franchise Corporation. MJ Price is responsible for franchise sales and franchisee relations, and editing and contributing to the Goin’ Postal Store Owners’ Manual, training materials, website materials, and advertising/promotional materials.

ITEM 3: LITIGATION:

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.
ITEM 5: INITIAL FEES

Initial Franchise Fee – Standard Franchise Package

To purchase a Standard Goin’ Postal Franchise, you will pay an initial lump sum franchise fee of $15,000.00 which is due at the time you sign and submit the Franchise Agreement. This initial franchise fee is fully earned and non-refundable unless you are rejected by Goin’ Postal Franchise Corporation as a franchisee as a result of your desired territory and/or location not being available, or for any other reason, in which case Goin’ Postal Franchise Corporation will refund the entire amount. The $15,000.00 franchise fee may be paid by check, credit card (Visa, MasterCard, Amex, Discover), electronic funds transfer or cash. The initial franchise fee is 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 a Franchise Agreement with others. For these reasons, once you have signed your franchise documents, you are bound by the Non-Competition and Non-Solicitation Agreement (see Exhibit “B” to this Disclosure Document) until the end of the non-competition term of that Agreement (subject to any applicable State limits under Item 17 or Exhibit “H” of this Disclosure Document).

Except for certain discounts we may offer as described below, all new purchasers of a Goin’ Postal franchise and all existing franchisees who purchase a new additional Goin’ Postal Store franchise from us pay this uniform initial franchise fee.

Initial Franchise Fee – Turn-Key Franchise Package

We offer a Goin’ Postal Turn-Key Franchise Package. The Turn-Key Franchise Package is structured for those franchisees who wish to purchase a Goin’ Postal Franchise, but do not want to personally set-up and make ready for opening their Goin’ Postal Store. A purchaser of a Turn-Key Franchise Package will pay the same $15,000.00 initial lump sum franchise fee as purchasers of a Standard Goin’ Postal Franchise pay (see general discussion of the initial franchise fee earlier in this Item 5). In addition to the $15,000.00 sum consisting of the initial franchise fee, a purchaser of a Turn-Key Franchise Package must also make a separate payment to us in the sum of $60,000.00 for the purchase of a complete Store set-up service package which is separate from and in addition to your purchase of a Goin’ Postal franchise. The $15,000.00 initial franchise fee required for the purchase of a Turn-Key Franchise Package is due at the time a purchaser of this package signs and submits the Franchise Agreement (Exhibit “A”) and other agreements required under the purchase of a Standard Goin’ Postal Franchise. In addition, a purchaser of a Turn-Key Franchise Package must sign and submit the Turn-Key Store Agreement (Exhibit “J”) and submit a separate payment in the amount of $60,000.00 at the same time as and together with payment of the $15,000.00 sum stated previously and delivery of the signed Franchise Agreement and other required agreements (see Exhibit “G” Instructions). The $15,000.00 initial franchise fee payment is payable by using the same methods of payment available for making payment of the initial franchise fee under a Standard Goin’ Postal Franchise. The separate $60,000.00 Turn-Key payment may be made only by check. The terms of refundability for the Turn-Key Franchise Package initial franchise fee and Point of Sale System costs are the same as with a Standard Goin’ Postal Franchise. The additional $60,000.00 payment required for the purchase of a Turn-Key Franchise Package is broken down into the various categories of services and products provided under Item 11 of the Disclosure Document below and in the Turn-Key Store Agreement itself (Exhibit “J”). Once all or any part of any particular cost is paid or incurred, it is non-refundable.
Franchisee Fee – Additional Stores

At the present time, we have implemented a program for those of our franchisees who purchase from us one or more additional Goin’ Postal Store franchises under which the franchise fee payable to us by such franchisee for each additional Store franchise purchased will not exceed the initial franchise fee such franchisee paid to us for the purchase of their initial Goin’ Postal Store franchise. To qualify for this stable franchise fee program, you must concurrently own another Goin’ Postal Store franchise (the stable franchise fee is not granted based upon former ownership) and the percentage ownership structure of the additional Goin’ Postal Store franchise must be identical to the percentage ownership structure of the initial Goin’ Postal Store franchise.

We may end or change the above policies, impose rules or conditions, or implement other discount programs, as and whenever we choose. We may also, at our discretion, establish discount programs or otherwise offer discounts for franchisees of one of our franchise brands who purchase one or more of our other franchise brands.

Initial Franchise Fee – Conversion

We may offer a discounted initial franchise fee for the conversion of an existing independently owned shipping and packaging (or related) business to a Goin’ Postal Store, at our discretion.

Referral Fees

If after you become a Goin’ Postal franchisee, you complete and send us a “referral form” which clearly identifies you as the party making the referral, and you refer to us a prospective franchisee for a new Goin’ Postal Store (not as part of a transfer), and your referral actually purchases a franchise for a new Goin’ Postal Store, we may (and we reserve the right to or not to, at our discretion) provide you with a referral fee which may consist of cash, merchandise, or, depending upon the circumstances and provided we are legally permitted to do so, common stock in Goin’ Postal Franchise Corporation. We may implement, end or change this policy, and impose rules or conditions, whenever we choose. We do not expect or want you to be involved in the franchise solicitation, offering or sales process, and you are strictly prohibited from doing so. You simply are passing along to us the name of someone you know who might be interested in acquiring a new Goin’ Postal franchise.

Point Of Sale Systems

You must purchase two (2) Point of Sale Systems from us with pre-installed software, both of which are included as part of the mandatory Required Minimum Purchases as detailed below (all Turn-Key Franchise Package purchasers also purchase two Point of Sale Systems). Each Point Of Sale System will be composed of a PC and monitor, Point Of Sale software and hardware (cash drawer, thermal receipt printer and credit card reader), our proprietary software GP Rate Pro 9.0, Intuit QuickBooks Pro, Intuit QuickBooks Point of Sale, UPS shipping software, and FedEx shipping software. As more fully discussed in the disclosures under Item 11 presented later in this Disclosure Document, in order for the Intuit QuickBooks Point of Sale software programmed into each of your ordered Point of Sale Systems to allow for automatic integrated processing of credit card transactions, you will need to fill out, sign and submit directly to Intuit a Merchant Application, and upon qualifying for these services with Intuit, fill out, sign and submit directly to Intuit its Intuit Payment Solutions Merchant Agreement. If Intuit either rejects your Merchant Application, or you decide not to enter into a Merchant Agreement with Intuit, your ordered Point of Sale Systems will not permit automatic integrated credit card processing. Instead, you will need to purchase a separate credit card processing machine and enter into a merchant service agreement with a company other than Intuit, and you will need to manually type in the dollar amount and other transaction information in order to complete the processing of...
credit card transactions. You will have an opportunity to complete the Intuit Merchant Application at the initial training sessions conducted at our Zephyrhills, Florida Headquarters.

Costs for shipping of the Point of Sale Systems to your location will be charged to your credit card on file or must otherwise be paid for in advance, unless you are purchasing the optional Turn-Key Franchise Package, in which case the shipping costs are included in the additional Turn-Key Franchise Package fee. If you choose to purchase additional Point of Sale Systems for your Store at the Location, your total system will consist of your two primary Point of Sale Systems, each additional Point Of Sale System, and all networking equipment and configuration. The total cost for each additional Point of Sale System will currently be approximately $3,350.00 each.

These Point of Sale Systems and Software may be paid for by check, credit card, or through an electronic funds transfer arrangement, and are purchased as part of your Required Minimum Purchases detailed below. Once you pay us the cost for your Required Minimum Purchases, which includes your two Point of Sale Systems (as detailed below), those costs are non-refundable, even if you fail to ultimately open a Goin' Postal Store. Your required Point of Sale Systems, once ordered and paid for, will be shipped to your designated location to arrive just prior to your scheduled dates of the mandatory training session to be conducted by our representative at your Store (see Item 11 later in this Document Disclosure). If you do not open your Store on the date scheduled for it to open, our representative will remove from the Point of Sale Systems our GP Rate Pro 9.0 software or other proprietary information, and all of our proprietary software and data will be deleted from each System.

If we are shipping the equipment to a location in Florida, you will also be responsible for applicable sales tax. You will be billed separately for the applicable amount of sales tax due on these purchases upon execution by you of the Franchise Agreement and once your payment for these items is received and processed by us. The invoice for Florida sales tax is due upon receipt, and we reserve the right to bill your credit card on file with us or withdraw the amount due through the use of the electronic funds transfer arrangement you will establish with us.

All new purchasers of either a Standard Goin’ Postal Franchise or Turn-Key Franchise Package, and all existing franchisees who purchase a new additional Goin’ Postal Store franchise from us, must purchase two Point of Sale Systems from us as described above for each Goin’ Postal Store.

**Required Minimum Purchases**

You must purchase from us for a total cost of $10,000.00 the following items we require you to have at your Store prior to the time of the final on-site training and Store opening. Your order and payment for these items must be received by us at the time you sign and deliver the Franchise Agreement, to be paid to us together with your initial franchise fee at our Headquarters in Zephyrhills, Florida (the items are already included as part of a Turn-Key Franchise Package):

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point of Sale Systems</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Rubber Stamp Set</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1000 Shipping Forms</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Thermal Label Printer</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$10,000.00</strong></td>
</tr>
</tbody>
</table>
The entire $10,000.00 is due in full at the time of payment of the required initial franchise fee, and may be paid by check, credit card or through an electronic funds transfer arrangement. All new purchasers of a Standard Goin’ Postal franchise and all existing franchisees who purchase a new additional Goin’ Postal Store franchise from us must purchase from us these required items. We reserve the right to increase these prices in line with inflation and/or when our costs to purchase these items increases. If you are purchasing the optional Turn-Key Franchise Package, these items are already included as part of that package, and therefore do not need to be purchased separately. If we are shipping the Required Minimum Purchases to a location in Florida, you will also be responsible to pay to us with payment for the Required Minimum Purchases the additional amount necessary for applicable sales tax (see discussion on your payment of sales tax presented earlier in this Item 5 disclosure).

Franchisor’s Surety Bond – States of California, Minnesota and North Dakota

We have procured a Franchisor’s Surety Bond issued by Wachovia Insurance Services, Inc. as agent for Platte River Insurance Company as part of our franchise registration in the States of California, Minnesota and North Dakota. In California, the Bond is issued in favor of the Commissioner of Business Oversight of the State of California (1515 K Street, Sacramento, California 95814; Phone (916) 445-7205). In Minnesota, the Bond is issued in favor of the State of Minnesota (c/o Minnesota Department of Commerce, 85 7TH Place East, Suite 600, St. Paul, Minnesota 55101-3165; Phone (651) 296-4026). In North Dakota, the Bond is issued in favor of the North Dakota Securities Commissioner (600 East Boulevard Avenue, State Capitol 5th Floor, Bismarck, North Dakota 58505-0510; Phone (701) 328-2910).
### Item 6: Other Fees

#### Item 6 Table

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of fee</strong></td>
<td><strong>Amount</strong></td>
<td><strong>Due Date</strong></td>
<td><strong>Remarks</strong></td>
</tr>
<tr>
<td>Royalty¹</td>
<td>$400.00 per month</td>
<td>Payable monthly on the 1st business day of the month</td>
<td>See Note 1 below concerning Royalty payment commencement date. A portion of the Royalty may be used by us for advertising purposes. Payment by electronic funds transfer mandatory</td>
</tr>
<tr>
<td>Transfer¹</td>
<td>$5,000.00</td>
<td>Prior to consummation of transfer</td>
<td>Payable when you sell or transfer your franchise. No charge if franchise transferred to a corporation which you control.</td>
</tr>
<tr>
<td>Conversion¹</td>
<td>$5,000.00</td>
<td>Prior to consummation of conversion</td>
<td>Payable when you convert your independent shipping store to a Goin' Postal Store</td>
</tr>
<tr>
<td>On Site Training at your Location²</td>
<td>Varies per location. Additional $1,000.00 per each additional training scheduled at your Location</td>
<td>Payable by you as incurred by us</td>
<td>Includes airfare, lodging, transportation, $50.00 per day meal expense, etc.</td>
</tr>
<tr>
<td>Relocation¹</td>
<td>$500.00</td>
<td>Prior to consummation of approved relocation</td>
<td>Only required for an approved relocation outside of existing territory</td>
</tr>
<tr>
<td>Audit¹</td>
<td>Cost of audit</td>
<td>Due upon receipt of audit invoice.</td>
<td>Payable only if audit is imposed under Franchise Agreement.</td>
</tr>
<tr>
<td>Renewal Fee¹</td>
<td>None.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Annual Software Update Fee³</td>
<td>$250.00 as of January 1, 2014, but may be increased from time to time</td>
<td>January 1 of each year</td>
<td>Entire fee amount is paid to us per Store (not per POS System)</td>
</tr>
<tr>
<td>Fee/Penalty Description</td>
<td>Fee/Amount</td>
<td>Payable</td>
<td>Minimum Commitment</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------</td>
<td>---------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Website Hosting Fee³</td>
<td>$5.00 per month</td>
<td>Payable monthly on the first business day of the month</td>
<td>Minimum 12-month commitment required</td>
</tr>
<tr>
<td>Classroom Cancellation Penalty¹,⁴</td>
<td>Currently $200.00 per Person</td>
<td>Payable at time of Cancellation</td>
<td>Payable, if you cancel a training week scheduled at our headquarters in Zephyrhills, Florida.</td>
</tr>
<tr>
<td>Location Cancellation Penalty¹,⁴</td>
<td>Currently $1,500.00, plus costs of rebooking</td>
<td>Payable at time of Cancellation</td>
<td>Payable if you cancel a training session scheduled at your Location or if your Store is not ready to open by your scheduled opening date when our rep arrives</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>Varies according to Section 13.5c of Franchise Agreement</td>
<td>Payable upon exercise by us of right to receive</td>
<td>You may be required to pay liquidated damages to us on early termination under Section 13.5 of the Franchise Agreement</td>
</tr>
</tbody>
</table>

¹ All fees are uniformly imposed and collected by and are payable to Goin’ Postal Franchise Corporation (the entire annual software update fee is paid to us for annual updates to the GP Rate Pro and associated software used by your Point of Sale Systems). All fees are non-refundable. Commencing January 1, 2014, all new franchisees purchasing a Goin’ Postal franchise during calendar year 2014 will pay a flat $400.00 per month royalty fee during the entire term of their Franchise Agreement. The monthly royalty fee which will be paid by new franchisees purchasing a Goin’ Postal franchise in any calendar year subsequent to 2014 may increase from the 2014 calendar year rate at our discretion.

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Monthly Royalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$400.00</td>
</tr>
<tr>
<td>2015</td>
<td>$420.00</td>
</tr>
<tr>
<td>2016</td>
<td>$440.00</td>
</tr>
<tr>
<td>2017</td>
<td>$460.00</td>
</tr>
<tr>
<td>2018</td>
<td>$480.00</td>
</tr>
<tr>
<td>2019</td>
<td>$500.00</td>
</tr>
<tr>
<td>2020</td>
<td>$525.00</td>
</tr>
<tr>
<td>2021</td>
<td>$550.00</td>
</tr>
<tr>
<td>2022</td>
<td>$575.00</td>
</tr>
<tr>
<td>2023</td>
<td>$600.00</td>
</tr>
<tr>
<td>2024</td>
<td>$630.00</td>
</tr>
<tr>
<td>2025</td>
<td>$660.00</td>
</tr>
<tr>
<td>2026</td>
<td>$700.00</td>
</tr>
<tr>
<td>2027</td>
<td>$735.00</td>
</tr>
<tr>
<td>2028</td>
<td>$770.00</td>
</tr>
<tr>
<td>2029</td>
<td>$810.00</td>
</tr>
</tbody>
</table>

10 Franchisee’s Initials ______________
Franchisees who purchased a Goin’ Postal franchise between January 1, 2008 and December 31, 2013 will pay during the entire 2014 calendar year the same $400.00 per month royalty fee as paid by new franchisees who purchase a Goin’ Postal franchise during calendar year 2014, but are subject to subsequent annual increases (see Item 11 of the Disclosure Document for further discussion). Franchisees who purchased a Goin’ Postal franchise between January 1, 2006 and December 31, 2007 pay a flat $200.00 per month royalty fee throughout the term of their Franchise Agreement. Prior to January 1, 2006, franchisees were given the option of selecting either a percentage or a $200.00 monthly flat fee royalty payment obligation, and all of those have converted to the flat rate royalty. Your obligation to pay us the monthly Royalty will begin the first (1st) day of the month following the date your Store opens for business. As an example, if your Store opened for business on January 30, 2014, your obligation to begin paying us the initial 2014 calendar year $400.00 per month Royalty would commence on February 1, 2014. Monthly Royalties are required to be paid by means of an electronic funds transfer payment program whereby we electronically debit from your designated bank account the monthly Royalty obligations. If your Store is located within a State which taxes us on franchise fees, royalties and/or other amounts you pay to us, your Royalty will be increased to compensate us for the taxes we are required to pay as a result of the operation of your Goin’ Postal franchised Store in your State. The proportionate amount of any such taxes paid by us in any given calendar year during the Term of your Franchise Agreement attributable to franchise fees, royalties and other amounts paid by you to us will be divided and apportioned equally among and added to those monthly Royalty obligations which remain due from you to us in the immediately following calendar year for the months which follow the month in which we pay those taxes to the appropriate agency in your State.

2 You are responsible for travel expenses incurred by or on behalf of our representative when he or she visits your new location for opening and training. These fees are payable as incurred. Travel expenses include 2-way airfare to and from the closest or most convenient airport, and transportation, which must be either a rental car or taxi (under no circumstances may a personal car be provided by you, the owners of your Store if you are an entity, or their affiliates). A hotel room must be provided to our representative in the vicinity of the location of your Store at your expense. Our representative may not stay at your Store or at a personal residence. You must also pay a $50.00 per diem meal allowance to compensate our representative for meals during the period he or she is in your town to conduct on-site training and assist with opening your Store. All of these fees will vary depending on your location. Upon scheduling your Store opening date and initial on-site training (see Item 11 of this Disclosure Document, under Note 8 of the “Pre-Opening Obligations”), you will be charged a $1,000.00 travel expense deposit which will be applied toward the cost incurred to book airline tickets, car rentals, hotel rooms, and per diems. Once your Store opening is completed, the exact travel expenses actually incurred by our representative will be calculated and you will either be refunded any unused portion of your advance deposit, or you will be charged for any and all travel expenses in excess of the $1,000.00 advance deposit. If you are purchasing the optional Turn-Key Franchise Package, these travel expenses for our representative(s) are included in the additional Turn-Key Franchise Package fee.

3 You have the option, but not the obligation, to maintain an Internet presence for your Store through use of a website which we will create, set up and host. If you choose to exercise this option, we will purchase and retain sole ownership of an Internet domain name which uses our “Goin’ Postal” name and Mark and identifies your particular Store location (such as www.goinpostalsyracuse.com). We will build and then host this website for you on one of our Internet servers, and you will pay to us a $5.00 per month web hosting fee. You must sign the Domain Name License Agreement attached to this Disclosure Document as Exhibit “L”, and you must commit to a minimum 12 month web hosting arrangement in order to use this option. See Item 11 of this Disclosure Document for further Internet restrictions and guidelines.

4 Cancellation Penalties. Any Franchisee who cancels either the classroom training scheduled at our Headquarters in Zephyrhills, Florida or the on-site training and Store opening scheduled at the Franchisee’s Location will be subject to cancellation penalties. A Franchisee who cancels scheduled classroom training at our Headquarters less than one (1) month prior to the scheduled training commencement date will be subject to a $200.00 cancellation fee per each scheduled attendee to
subsidize us for our lost classroom capacity. A Franchisee who cancels on site set up, training and Store opening any time after confirmation of scheduled dates will be subject to a $1,500.00 cancellation fee to reimburse us for expenses incurred in changing travel plans and to compensate our representative whose travel was cancelled; and you will also owe the costs incurred by us to rebook travel and hotel accommodations for the subsequently scheduled on-site training and Store opening activities. If our representative arrives at your Store location for the scheduled Store opening, and you do not have your Store ready for opening as prescribed in the Store Set-Up Manual and Store opening checklist we will provide to you prior to your scheduling of a Store opening date, our representative may be instructed by us to return to our Headquarters (based upon the representative’s report to us on the state of unpreparedness for Store opening), in which case you will be charged the applicable cancellation penalty, you will be required to reimburse us for all travel expenses we incurred for the initial visit to your Store location, and you will be responsible to pay all our travel expenses incurred for a return visit to your Store location.

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## ITEM 7: ESTIMATED INITIAL INVESTMENT

### ITEM 7 TABLE:

**YOUR ESTIMATED INITIAL INVESTMENT WITH STANDARD FRANCHISE PACKAGE**

(Note 1)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TYPE OF EXPENDITURE</strong></td>
<td><strong>AMOUNT</strong></td>
<td><strong>METHOD OF PAYMENT</strong></td>
<td><strong>WHEN DUE</strong></td>
<td><strong>TO WHOM PAYMENT IS TO BE MADE</strong></td>
<td><strong>REFUNDABILITY</strong></td>
</tr>
<tr>
<td><strong>INITIAL FRANCHISE FEE</strong></td>
<td>$15,000 (Note 2)</td>
<td>Check or Credit Card</td>
<td>Lump Sum Due at signing Franchise Agreement</td>
<td>GPFC</td>
<td>See Item 5</td>
</tr>
<tr>
<td><strong>POINT OF SALE SYSTEMS AND OTHER REQUIRED MINIMUM PURCHASES</strong></td>
<td>$10,000.00 (Note 2)</td>
<td>Check or Credit Card</td>
<td>Lump Sum Due at signing of Franchise Agreement</td>
<td>GPFC</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>YOUR TRAVEL AND LIVING EXPENSES WHILE TRAINING IN FLORIDA</strong></td>
<td>$500 - $1,500.00 (Note 3)</td>
<td>Check or Credit Card</td>
<td>As Incurred</td>
<td>Other Vendors</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>TRAVEL AND LIVING EXPENSES OF OUR REPRESENTATIVE AT YOUR LOCATION</strong></td>
<td>$1,000 - $1,500 (Note 4)</td>
<td>Check or Credit Card</td>
<td>Upon booking of our travel arrangements</td>
<td>GPFC</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>REAL ESTATE – LEASEHOLD PROCUREMENT</strong></td>
<td>$750 - $6,000 (See Note 5)</td>
<td></td>
<td>(Note 5)</td>
<td>(Note 5)</td>
<td>(Note 5)</td>
</tr>
<tr>
<td><strong>REMODELING/DECORATING, LEASEHOLD IMPROVEMENTS AND CONSTRUCTION EXPENSES</strong></td>
<td>$4,000 - $40,000 (Note 6)</td>
<td>Payable as incurred to the contractor(s) of your choice. Expenses will vary dependent on amount of work done by you instead of using contractors.</td>
<td></td>
<td></td>
<td>Non-refundable</td>
</tr>
<tr>
<td><strong>SIGNS (EXTERIOR)</strong></td>
<td>$1,000 - $4,000 (Note 6)</td>
<td>As arranged with GPFC or other vendors. The cost of your signs may vary widely depending on your location, lease requirements, landlord and local codes.</td>
<td></td>
<td></td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>OTHER EQUIPMENT</strong></td>
<td>$1,000 - $6,500 (Note 7)</td>
<td>Payable as incurred or at time of sale; GPFC and other vendors.</td>
<td></td>
<td></td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>LEGAL &amp; PERMITS</strong></td>
<td>$500 - $2,000 (See Note 8)</td>
<td>As arranged with vendors, or governmentally imposed.</td>
<td></td>
<td></td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>OPENING INVENTORY</strong></td>
<td>$2,000 - $6,000 (Note 9)</td>
<td>Payable as incurred at the time of sale; GPFC and other vendors.</td>
<td></td>
<td></td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>ADVERTISING</strong></td>
<td>$1,000 - $2,000 (Note 9)</td>
<td>Payable as arranged with vendors and your choice of advertising media. See Advertising restrictions under Item 8 and Item 11.</td>
<td></td>
<td></td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>ADDITIONAL FUNDS – 6 Months (Note 10)</strong> (Note 11)</td>
<td>$10,000 - $15,000</td>
<td>As incurred</td>
<td>As Incurred</td>
<td>Employees, Suppliers, Utilities</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$46,750.00 to $109,500.00 (Note 11) (Note 12)</td>
<td></td>
<td></td>
<td></td>
<td>This will vary upon your location and your preferences. Does not include real estate purchase costs or ongoing operating expenses.</td>
</tr>
</tbody>
</table>

13  Franchisee’s Initials _____________
### ITEM 7 TABLE:
**YOUR ESTIMATED INITIAL INVESTMENT WITH TURN-KEY FRANCHISE PACKAGE**

<table>
<thead>
<tr>
<th>NAME OF FEE</th>
<th>AMOUNT</th>
<th>METHOD OF PAYMENT</th>
<th>WHEN DUE</th>
<th>TO WHOM PAYMENT IS TO BE MADE</th>
<th>REFUNDABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>INITIAL FRANCHISE FEE</td>
<td>$15,000 (Note 2)</td>
<td>Check or Credit Card</td>
<td>Lump Sum Due at signing of Franchise Agreement.</td>
<td>GPFC</td>
<td>See Item 5</td>
</tr>
<tr>
<td>YOUR TRAVEL EXPENSES</td>
<td>$1,000 - $1,500 (Note 3)</td>
<td>Check or Credit Card</td>
<td>As Incurred</td>
<td>Other Vendors</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>TURN-KEY FRANCHISE PACKAGE FEE (Note 5) (Note 13)</td>
<td>$60,000</td>
<td>Check and/or Credit Card</td>
<td>Lump Sum Due at signing of Franchise Agreement</td>
<td>GPFC</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>REAL ESTATE-LEASEHOLD PROCUREMENT</td>
<td>$750-$6,000 (Note 5)</td>
<td>Check or Credit Card</td>
<td>As Incurred per Contract</td>
<td>Landlord or Seller</td>
<td>Non-Refundable (unless contract with Landlord or Seller provides otherwise)</td>
</tr>
<tr>
<td>LEGAL &amp; PERMITS</td>
<td>$500 - $2,000 (See Note 8)</td>
<td>As arranged with vendors, or governmentally imposed.</td>
<td>Non-Refundable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNS (EXTERIOR)</td>
<td>$1,000 - $4,000 (Note 5)</td>
<td>As arranged with GPFC or other vendors. The cost of your signs may vary widely depending on your location, lease requirements, landlord and local codes.</td>
<td>Non-Refundable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER EQUIPMENT</td>
<td>$1,000- $6,000 (Note 7)</td>
<td>Check or Credit Card</td>
<td>As Incurred</td>
<td>GPFC and Other Vendors</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>ADVERTISING</td>
<td>$1,000- $2,000</td>
<td>Payable as arranged with vendors and your choice of advertising media. See Advertising restrictions under Item 8 and Item 11.</td>
<td>Payable as arranged with vendors and your choice of advertising media. See Advertising restrictions under Item 8 and Item 11.</td>
<td>Payable as arranged with vendors and your choice of advertising media. See Advertising restrictions under Item 8 and Item 11.</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>ADDITIONAL FUNDS - 6 months</td>
<td>$5,000 - $15,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Employees, Suppliers, Utilities</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>(Note 10) (Note 11)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$85,250 to $111,500</td>
<td>This will vary upon your location and your preferences. Does not include real estate purchase costs or ongoing operating expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

(1) This particular Item 7 chart estimates the start-up expenses for the first three months of each newly established Standard Goin’ Postal Franchise Store (see separate chart under this Item 7 for estimated start-up expenses under a Turn-Key Franchise Package).
(2) The Initial Franchise Fee is $15,000.00. See Item 5 for the conditions when this fee is refundable. Except for the limited refund conditions on the Initial Franchise Fee as described in Item 5 of this Disclosure Document, all other expense items listed in this Item 7 are non-refundable from us. Payments to third party vendors are either non-refundable by such vendor or subject to the particular third party vendor’s terms and conditions of refund. Goin’ Postal Franchise Corporation does not finance any fee but your fees can be paid by credit card. You also have the option of ordering additional Point of Sale Systems at your discretion (see Item 5). The payment to Goin’ Postal Franchise Corporation for your Point of Sale Systems and other Required Minimum Purchases is non-refundable. Should you order and pay us for your Required Minimum Purchases (which includes two (2) Point of Sales Systems), such items will be shipped to you once you have scheduled your required training to be conducted at your Store. Should you not complete your purchase of a Goin’ Postal franchise or should you otherwise fail to open a Goin’ Postal Store subsequent to the time we ship to you the Point of Sale Systems you ordered, all of our proprietary and copyrighted software will be deleted from each Point of Sale System by our representative conducting your on-site training prior to his or her departure from your Store location. You will also be required to remove all of our Marks and logos from your business premises and from all goods, products, equipment, printed materials and other items used or intended to be used in connection therewith, and then return all such items to us. In any event, you will not receive any refund of the amount we received from you for the applicable cost for these items you ordered.

(3) If your Store location is outside the State of Florida or if you will otherwise be required to incur airfare and hotel expenses to attend the required training in Florida, you can expect to incur between approximately $1,000.00 to $1,500.00 to travel to and attend the required one week training program at our Headquarters in Zephyrhills, Florida. Some franchisees located within the State of Florida have paid as low as $100.00 to attend the training at our Headquarters in Zephyrhills, Florida. You will not be permitted to attend this training unless you have first signed and delivered to us the Non-Competition and Non-Solicitation Agreement attached as Exhibit “B” to this Disclosure Document and have ordered and paid for your Required Minimum Purchases (see Item 5 of this Disclosure Document).

(4) This line item pertains to those expenses you will pay for our representative to conduct the on-site training at your Store location. The expenses you should expect to incur for traveling to Florida for training at our headquarters in Zephyrhills, Florida are reflected in the line item of this Item 7 table which immediately precedes this line item (see also Note 3 immediately above). These costs include airfare, automobile rental, per-diem meal allowance and hotel expenses.

(5) You will require between 1,000 to 2,000 square feet for your Store location, which you can either lease or purchase. If you do not own adequate retail space, you must lease or purchase the location for your Store. This cost could vary widely from location to location. Rent could vary significantly per year depending on factors such as size, condition and location of the leased premises, and your particular credit standing. These figures do not represent costs you would incur to purchase a location (which could be significantly higher), but represent costs you might expect to incur in securing leasehold premises under a typical landlord/tenant relationship (which could also vary significantly from market to market), such as security deposit and first and last month’s rent. Most landlords require an advance payment of first and last months’ rent and a security deposit. The initial costs to procure leasehold premises in the nature of first and last months’ rent and security deposit are not factored into the $60,000.00 additional Turn-Key Franchise Fee required for the purchase of a Turn-Key Franchise Package. Under both a Standard Franchise Package and Turn-Key Franchise Package, you will pay your landlord directly for any rent and other lease payments when due, including any advance, upfront payments of first and last month’s rent and security deposit.

(6) Included in our estimate for build-out improvements are costs for minor improvements, painting, counters, interior signs, walls, lighting, flooring and for mailboxes. These prices will vary depending upon how much of the work you do yourself and how much you contract out to professionals. Our budget for your mailboxes is based on used boxes from a variety of sources.

Franchisee’s Initials ______________
including eBay. New boxes will be significantly more expensive. Counters and walls can be built very inexpensively if you do them yourself. Using contractors could add significantly to your expenses and set up time, and must only involve licensed and bonded companies. If you will require the services of a licensed contractor to complete the necessary interior improvements at your Store, you may incur between $4,000.00 and $40,000.00 for these services, depending on the extent and nature of interior improvements necessary to make your location operational as a Goin’ Postal Store. Some franchisees who have been able to perform most of the interior improvements at their Store by themselves other than some basic electrical and/or plumbing work have incurred as little as $500.00 for such basic services. Purchasing materials and tools required to build-out the Store yourself could cost around $5,000.00. You will also need to purchase exterior signage for your Store both for the building façade and for the roadside pylon or marquis sign if one is available. The signage may be purchased from an approved vendor of your choice (see Item 8 of this Disclosure Document for approval requirement).

(7) In addition to your Point of Sale Systems and other Required Minimum Purchases (see Item 5 of this Disclosure Document), other equipment necessary for operation of your Store such as fax machine, printers, laminators, copiers, etc. can be purchased or leased (using our guidelines found in our Manuals) from your preferred vendor. It will be necessary for you to purchase at least one (1) 150 lb. postal/parcel scale. You will find helpful information on purchasing one (1) or more of these scales in our Manuals. You are required to purchase from us the basic start-up equipment, supplies and promotional items designated in this Disclosure Document as the Required Minimum Purchases to assist you with the set-up and opening of your Store (see Item 5 and Item 11 of this Disclosure Document for further details; see also Note 9 of this Item 7 below). The Required Minimum Purchases a purchaser of a Standard Franchise Package is required to purchase are included in the cost of a Turn-Key Franchise Package, as are many of the initial start-up equipment needs. However, not included in the cost of a Turn-Key Package is the cost to provide for your copier needs, and we recommend you purchase a copier with a 25 page per minute color copier capacity with automatic document feeder and booklet finisher.

(8) Includes incorporation fee, DBA costs and possible permit fees. The range of costs envision some franchisees who may utilize a low cost service provider to provide these services, and those franchisees who may choose to use a lawyer and incur legal fees to incorporate or establish a business entity (if applicable).

(9) This payment is payable directly to vendors for boxes, stamps, tape, packing materials, etc and is generally non-refundable. Please see the Owners’ Section of our website for a list of available vendors and their websites. You must purchase, as part of the Required Minimum Purchases, a minimum quantity of some basic supplies and inventory to assist you with the opening of your Store (see Item 5 and Item 11 of this Disclosure Document for further details).

(10) You should also anticipate and set up a reserve for miscellaneous ongoing expenses as part of your initial start up expenses, including rent, utilities, telephone, and start-up employment needs. Because these expenses vary considerably depending on your location and the personal features or requirements you establish for your individual Store, estimating the additional requirements is difficult. Anticipated payroll costs alone will vary depending upon the number of employees and compensation arrangements you establish for your Store. We recommend, however, that you establish a reserve of at least six (6) months worth of operating expenses after establishing and preparing your Store to open (more of a reserve may be necessary in high rent markets). It is advisable to establish an operating expense budget and reserve with a professional business advisor.

(11) Goin’ Postal Franchise Corporation relied on its own experience in setting up stores on a small budget to compile these estimates. Your ability to duplicate these estimated costs depends on your business experience, personal desires concerning your Store, and the extent to which you follow the same methods and procedures we used in setting up our own and other Goin’ Postal Stores. You should review these figures carefully with a professional business advisor before making any decision to purchase the franchise. These figures are estimates and Goin’
Postal Franchise Corporation cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow Goin' Postal Franchise Corporation’s recommended methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our product and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

(12) Goin’ Postal Franchise Corporation does not offer direct or indirect financing to franchisees for any items.

(13) Under a Turn-Key Franchise Package, your initial direct expenses generally consist of your initial franchisee fee, the Turn-Key Franchise Package fee (startup rental expenditures of first and last months' rent and security deposit are not factored into this fee, nor are the costs to form an entity, establish necessary utility accounts, procure liability/hazard insurance, procure exterior signage or obtain a copier; you may incur rental/lease expenditures for your location and equipment needs beyond those included as part of the Turn-Key Franchise Package; see Item 11 and Exhibit “J”), and your personal travel expenses (and related accommodations) you incur to attend the mandatory training at our Headquarters in Zephyrhills, Florida. Most of the other direct expenditures to set up and establish your Store in a condition ready for opening are paid for by us out of the $60,000.00 Turn-Key Franchise Package fee (except to the extent of costs and overages for which we are not responsible – see Item 11 and the specific terms and conditions under the Turn-Key Store Agreement attached to this Disclosure Document as Exhibit “J”). Due to the additional salary requirements, the purchase and installation of premium furniture and fixtures, full permitting and business licensing, additional travel related expenses, and use of licensed contractors as part of a Turn-Key Franchise Package, a purchaser of a Turn-Key Franchise Package may expect to pay more of an initial investment than a purchaser of a Standard Goin’ Postal Franchise. If you purchase a Turn-Key Franchise Package, you will be required to sign the additional agreement designated as the Turn-Key Store Agreement attached to this Disclosure Document as Exhibit “J”, and be bound by the additional restrictions and requirements of that additional agreement.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The internal color and paint schemes for your Store must be red, white and blue in accordance with our Store Set-Up Manual. You must follow these required color and paint schemes explicitly and may not deviate from them without our prior written approval.

As part of the Required Minimum Purchases (see Item 5 of this Disclosure Document) you must purchase at least two (2) Point Of Sale Systems from Goin’ Postal Franchise Corporation for the cost stated in Item 5 above, from which Goin’ Postal Franchise Corporation derives approximately $1,000.00 in profit, which is in exchange for the time it takes to install the software and configure the system. Between January 1, 2013 and December 31, 2013 (the "Current Period"), we received approximately $36,128.00 of revenues from our sale of Point of Sale Systems, or approximately 1.6% of our total revenues of $2,299,097.00 for the Current Period. For the balance of the Required Minimum Purchases, we received during the Current Period approximately $3,640.00 of revenues, or approximately .16% of our total revenues for the Current Period. You are also required to pay an annual software update fee to update our GP Rate Pro 9.0 software which is part of your Point of Sale System (see Item 11 for a detailed discussion of this annual software update fee). Our annual software update is generally completed in January of each year. In January 2013, we received approximately $43,750.00 (approximately 2.0% of our total revenue for the Current Period) in update fees for our GP Rate Pro 9.0 Software, which is used in the development of the software over the course of the year.

You must purchase all merchandise and other items bearing the Goin’ Postal Marks, including trademarks, service marks and/or logos, whether for resale, advertising, promotional and/or personal use, from Goin’ Postal Franchise Corporation or from one or more of our approved vendors which we
specifically designate for these purchases. This merchandise and other items includes but is not limited to staff uniforms, shirts and miscellaneous clothing, interior signs, and promotional items including stuffed dolls, figures, mugs, drinking cups, license plates, bumper stickers, buttons, pins, pens, pencils and mouse pads, and business cards, flyers, and other promotional printed materials. No advertising or promotional items or materials may bear the Goin’ Postal Marks unless you first obtain our approval for those items and materials and then we order them for you, and at your cost, directly from the manufacturer or other supplier. You are not allowed under any circumstance to purchase from any manufacturer, supplier or other vendor not expressly designated and approved by us in writing for these purposes, any goods, items or materials which bear, contain or display the Goin’ Postal Marks, nor are you permitted to create or produce them for yourself. During the Current Period, we received approximately $14,454.41 of revenues from our sale of Goin’ Postal uniforms and other merchandise, or approximately .63% of our total revenues for the Current Period.

Your purchase of two Point of Sale Systems and the other Required Minimum Purchases, Goin’ Postal uniforms and other Goin’ Postal merchandise will represent approximately 9% to 21% of the total cost to establish your Store. Your payment of the annual GP Rate Pro 9.0 Software update fees, and your purchase of Goin’ Postal uniforms and other Goin’ Postal merchandise will represent approximately .50% of the total cost to operate your Store annually.

Each of your ordered Point of Sale Systems will come loaded with the Intuit QuickBooks Point of Sale software. In order to be able to conduct automatic integrated credit card transactions through use of your Point of Sale Systems, you will need to fill out, sign, and submit directly to Intuit a Merchant Application for Intuit Merchant Services. If, upon submitting such Application, Intuit determines you to be qualified to participate in its Merchant Services program, you will be required to then sign up for such services by completing, signing and submitting directly to Intuit an Intuit Payment Solutions Merchant Agreement and pay to Intuit all associated fees and costs it charges to participate in the Intuit Merchant Services program. Should you either be determined by Intuit not to qualify for its Merchant Services program or you choose not to use those services provided by Intuit, you must arrange for alternative merchant services, purchase your own credit card swipe machine and associated software/hardware to process credit card transactions (which will not integrate with the Intuit QuickBooks Point of Sale software programmed in your Point of Sale Systems), and you will not be able to access the automatic credit card processing features of your Point of Sale systems but will instead be required to manually type in the dollar amount of each credit card transaction.

As a Goin’ Postal franchisee, you obviously must feature and offer to your customers shipping services in operating your Store, which must include at a minimum FedEx and the United States Postal Services and we prefer that you additionally offer UPS and DHL; or those of the four designated carriers whose services are available to your Store and Location. You will need to set up an account with these required shipping service suppliers and sign agreements with each supplier in order to offer and sell their respective shipping services. We receive no revenues from your use of these required shipping service suppliers.

We do not provide any material benefit to you (example: granting additional franchises) based upon your use of required, approved or recommended sources of supply. We do, however, negotiate purchase arrangements with several suppliers (including price terms and discounts) for the benefit of our franchisees.

Goin’ Postal Franchise Corporation must pre-approve any sign design by an independent sign maker. You may e-mail your sign requests to us for approval. In order to be approved, the independent sign maker must possess all licenses required by such independent sign maker’s State and/or local governments, must possess the necessary experience, must not have any outstanding complaints with the Better Business Bureau, and must maintain a website to allow us to verify any information you provide us concerning the sign maker. This is the same approval criteria we will use for evaluating all vendors. All requests for sign design approval must also be accompanied with a proof of such
design for our approval. We will evaluate each sign design based upon our adopted color schemes, quality of workmanship and our other specifications we have implemented as set out in our Manuals. We generally respond to sign approval requests by e-mail within 2 to 3 business days following our receipt of the required information and design proofs. You are not required to pay any fee to us in order to secure sign maker approval. You are solely responsible for ensuring that sign designs which are approved by us comply with all lease and applicable legal requirements. We no longer operate a sign manufacturing division. Nor do we still offer a franchising brand concept under our protected “einSigns” trademark. An independent sign manufacturer (Skywatch Signs, LLC) owned in part by one of our key employees, is one of our approved vendors from whom franchisees may purchase directly a significant portion of the signs which will be used in and at their Store. We do not receive any revenues or other payments resulting from your use of Skywatch Signs, LLC.

You must follow the same approval process outlined above for sign designs and sign makers when requesting approval of any artwork you desire to use for advertising or display purposes and which was not furnished to you by us via the Owners’ Section of our website. All advertising and promotional materials must be approved by us in advance and prior to being released to the public, including items such as apparel (of any sort), print ads, balloons, banners, baseball caps, billboards, brochures, bumper stickers, business cards, buttons and pins, coloring books, flyers, “Frisbees”, jackets, magnets and magnetic signs, radio spots/ads, shirts, signage of any sort, sweatshirts, T.V. ads, vinyl decals, websites (see website and Internet restrictions and guidelines in Item 11 of this Disclosure Document), and any and all other materials and items of any sort and in any medium whatsoever which are intended to advertise, market or promote your franchised Store. You must submit a proof of all desired artwork and/or advertising (we will evaluate these items in a manner similar to our evaluation of any proposed sign designs you submit to us as described above) and you must provide proof that the advertising/artwork vendor meets our approval criteria reflected above. We generally respond to advertising/artwork approval requests by e-mail within 2 to 3 business days following our receipt of the required information and advertising/artwork proofs. You are not required to pay us a fee for securing any advertising/artwork supplier or vendor approval.

All requests for general product/service vendor approval other than those previously discussed above must be submitted in writing (e-mail requests are acceptable) and must provide information supporting such vendor’s compliance with our vendor approval criteria described above. We must be able to review a Better Business Bureau report and access a website or other publicly disseminated information to assess the basic strength and credibility of each prospective vendor or supplier. We generally respond to general vendor approval requests by e-mail within 7 business days following our receipt of the required information. You are not required to pay us a fee for securing these approvals.

We will not unreasonably withhold our approval of a vendor so long as the vendor meets our vendor approval criteria described above and will provide you with a brief explanation of the reasons for any disapproval; however, we do reserve the right to limit the number of approved vendors servicing our franchise network and the types of products sold by our franchisees (see Item 16 of this Disclosure Document for restrictions pertaining to products and services you may sell at your Store). You must not order or sell any products or services of the proposed vendor until you receive our written approval of the proposed vendor. Once a vendor or supplier has been approved, we generally will not revoke such previous approval unless we receive continued complaints against such vendor which remain unresolved following notice to the vendor concerning the complaints, or unless we receive other credible information reflecting adversely on such vendor’s strength or credibility.

You have the opportunity, but not the obligation, to purchase directly from us and sell in your Store life size custom made cut-out stand-ups and standees (made from a customer’s photos) and giant greeting cards which we in turn will produce and manufacture through the business (now conducted as our production and merchandising division) we purchased at the beginning of 2007 from Life Size Greetings, Inc. If you decide to purchase these products from us for resale in your Store, a portion of the price you pay to us for your order of any of these products will be retained by us as a mark-up or profit. During the
Current Period, we did not receive any revenues from the sale of LifeSize Greetings products to our Franchisees.

We no longer receive any commissions from BizFilings, Inc. if a franchisee uses the services of that company. We no longer receive any referral fees from Konica Minolta.

We currently have entered into a contract with Mark Camara of American Property Exchange, Inc., 4491 W. Whitewater Avenue, Westin, Florida 33332 (phone: 954/389-1885, Ext. 111) primarily to assist with locating sites for those persons who purchase a Turn-Key Franchise Package and to assist with lease negotiations once a location is selected. Mark Camara/American Property Exchange, Inc. will also assist franchisees who have not purchased a Turn-Key Franchise Package (but who have submitted their signed Franchise Agreement and other required contracts and have paid in full their Initial Franchise Fee) in finding a suitable Store location. Mark Camara/American Property Exchange will not assist any franchisee in finding a Store location unless and until we have received the signed Franchise Agreement (and other required contracts) from such franchisee, together with all fees required to be submitted to us at the time of delivery of the signed Franchise Agreement. Mark Camara/American Property Exchange, Inc. is compensated by the particular listing broker of the particular location chosen for the Store of a Turn-Key Franchise Package purchaser, and we not receive any portion of these commissions.

We do not currently have, nor do we participate in, a purchasing or distribution cooperative. We do on occasion negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Except for the ownership interests of Marcus Price, our CEO, and M.J. Price, our President, in the Franchisor, Goin’ Postal Franchise Corporation, as previously disclosed in this Disclosure Document, and except for the ownership interest of one of our key employees in Skywatch Signs, LLC, as previously disclosed in this Disclosure Document, none of our executive officers own an interest in any supplier from whom you may or are required to purchase any goods or services.
ITEM 9: FRANCHISEE’S OBLIGATIONS

ITEM 9 TABLE: FRANCHISEE’S OBLIGATIONS

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

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<td>Section 5 and Section 9 of Franchise Agreement</td>
<td>Items 6 and 11</td>
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ITEM 10:  FINANCING

Goin’ Postal Franchise Corporation does not offer direct or indirect financing for any part of the fees or other monetary obligations due or to be incurred by you under the Franchise Agreement or in connection with your purchase of a Goin’ Postal franchise. Goin’ Postal Franchise Corporation does not back or guarantee any note or lease you may sign with any third party, or any of your other obligations. We do make available to franchisees upon request, but only after they have become a franchisee, actual sales records from our company-owned Zephyrhills, Florida Store for use by said franchisees in developing a sales forecast or business plan to present to the particular lender of their choice in procuring financing arrangements. However, any franchisee requesting a copy of such financial data must sign some disclaimers associated with the use of our Zephyrhills, Florida Store data, including an acknowledgment that such Store data was not provided to such franchisee in advance of such franchisee’s decision to purchase a Goin’ Postal franchise, that such data only reflects the results of operations from a Franchisor-owned Store of the type the franchisee will own and operate but it is not a representation or warranty, or even necessarily indicative, of the actual results the franchisee will experience at their particular Store, and that such data was not presented to the franchisee as an “Earnings Claim” or otherwise used by the franchisee or relied upon in making their decision to purchase a Goin’ Postal franchise.

You should know, however, that the majority of the financial requirements you will incur as part of this Franchise Agreement, including the initial franchise fee, and equipment, may be financed through many 3rd party means, including credit cards, bank loans or business grants. Goin’ Postal Franchise Corporation does not recommend putting your home or any other personal assets at risk by obtaining a home equity or guaranteed loans to finance your new business. Even the best run business can fail due to a wide variety of circumstances.

ITEM 11:  FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, Goin’ Postal Franchise Corporation is not required to provide you with any assistance.
Pre-Opening Obligations

After you sign the Franchise Agreement and submit your initial franchise fee and before you open your new Goin’ Postal business, Goin’ Postal Franchise Corporation will:

1) If you have not already supplied us with a specific physical address which you desire for your Store location, we will assist you in selecting a business location. Your retail location should have between 1,000 to 2,000 square feet of useable area, and must have adequate parking spaces. We may advise you of any concerns we have about your chosen location, and/or we may recommend a location, but you will have the final decision (subject to territorial rights of other franchisees) and under no circumstances do we guarantee the success of any location you select, whether recommended or approved by us or not, nor will we be held responsible should any chosen location prove to be unsuccessful. Your location decision should take into account factors such as proximity of adequate parking, high traffic and high visibility factors, amount of rent, nature of surrounding businesses, proximity to competitive businesses, rear access, physical characteristics of location and building (including aesthetics and other appearance features), and similar factors. We do not purchase any location for and then lease it to a franchisee, nor do we lease a location for and sublease it to a franchisee. (Franchise Agreement – Section 1 and Section 3). As discussed previously under Item 8 of this Disclosure Document, we have an arrangement with Mark Camara of American Realty Exchange, Inc. to assist those franchisees who have not purchased one of our Turn-Key Franchise Packages but who have submitted a signed Franchise Agreement (and other required contracts) and have paid all fees required to be paid with delivery of the signed Franchise Agreement with finding a suitable location.

2) Evaluate your desired Store location, and upon our approval of such location (using those factors outlined in “Pre-Opening Obligation #1” immediately above), designate your exclusive territory. (Franchise Agreement - Section 1; see Item 12 for territory disclosures).

3) Within 7 days of our receipt of your signed Franchise Agreement and your payment of the initial fees required under Item 5 of this Disclosure Document, Goin’ Postal Franchise Corporation will provide you with access to the Owners’ Section of the Goin’ Postal Franchise Corporation website which contains training materials, artwork and other resources for both setting up and operating your franchised business. This information will be sent to you via e-mail (Franchise Agreement – Section 4.2). Included in these materials will be our Store Set-Up Manual and New Franchisee Primer which contains vital information you will need to successfully set-up your Store and prepare it to open for business, including detailed and precise diagrams, photos, floor plans and instructions for the interior build-out of your Store (including our required red, white and blue color and paint schemes, from which you may not deviate in any respect without our advance written approval), and instructions on how to set up UPS, FedEx and other accounts. Our Store Set-Up Manual and New Franchisee Primer are confidential and proprietary to us, are only loaned to you while you are our franchisee, and remains our property. The current Table of Contents of Our Store Set-Up Manual as of December 31, 2013 is set out below:

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Commercial Check And Permits
Bank Accounts
Credit Card Merchant Account
Business Cards
Electricity
Water
Phone
Internet Access
Garbage
Equipment List
Rental Mailboxes
Signage
Point Of Sale System
Scales
Thermal Label Printer
Office Machines
Copier
Fax Machine
Networking
Wired Is Best!
Surge Protectors And Ups
Laminating Machine
Printer
Shipping Supplies
Initial Stamp Order
Setting Up Your Cash Drawer
Doing Your Build-Out

Franchisee’s Initials ______________
Tools 29
Miter Saw 29
Skill Saw 30
Power Drill 30
Laminate Trimmer 30
Drill Bits & Screwdriver Bits 30
Hammer, Screwdrivers, And Pliers 30
Steel Ruler, Tape Measures, And Level 30
Utility Knives 30
Shopvac 30
Dry-Walling Tools 30
Build-Out Supplies 30
Lumber 31
Laminate 31
Drywall & Drywall Mud 31
Paint 31
Floor Plan 32
Customer Area 32
Customer Counter 32
Flooring 33
Employee Area 33
Construction Photos 33
Goin’ Postal Assisted Build-Outs 36
Our Representative’s Travel Arrangements 37
Booking The Dates For Your Store Set-Up 37
Rental Car 37
Per Diem Meal Expense 37
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Listen To Our Rep! 38
Grand Openings &Ribbon Cuttings 38
What To Have At A Grand Opening 38
Radio Broadcasts 38
Prize Giveaways 39
Advertise “Smart”, Not “Expensive” 39
Coupons, Coupons, Coupons And More Coupons…. 39
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Cheap And Free Displays (Our Favorite) 68
Window Displays 70
Signs 71
Using The Carrier’s Logos 73

*Contents of Store Set-Up Manual and page numbers are subject to change, without notice, but any revised Manuals will be available to you via the Owners’ Section of our website.

4) Within 7 days of our receipt of a floor plan for your chosen business location, we will provide you with our suggestions and any required changes we advise. Your floor plan must (i) separate the customer area from the employees only area by a counter; (ii) position the packing table within the employees only area but in plain view from the customer area; (iii) strictly adhere to our red, white and blue color and paint schemes; (iv) clearly set apart from the Goin’ Postal Store functions and from all Goin’ Postal Marks and in a separate specially designated section of your Store which does not impede or interfere with the Goin’ Postal Store business operations any approved adjunct business operation which you are required to operate under another third party’s marks as a condition to the approval to conduct such other business within your Store Location (See Item 16 and Exhibit “F” of this Disclosure Document); and (v) otherwise be in compliance with our Store Set-Up Manual (see “Pre-Opening Obligation #3” immediately above). (Franchise Agreement – Section 3). Although our Store Set-Up Manual provides vital and useful information on matters such as: (i) conforming the Store premises to local ordinances and building codes, and obtaining required permits; (ii) constructing, remodeling and decorating the Store premises; (iii) providing for necessary equipment, signs, fixtures, opening inventory, and supplies; and (iv) scheduling the necessary and required training sessions for your owners, manager(s) and primary operator(s), unless you are purchasing one of our Turn-Key Franchise Packages, these are primarily your responsibilities, and our assistance is principally provided through e-mail and limited telephone contact, and through the required training sessions.

5) After our receipt of your payment for the Required Minimum Purchases, which includes two (2) Point of Sale Systems (see Item 5 of this Disclosure Document), your ordered Point of Sale Systems will be assembled and programmed by us, and available to be shipped to the address you have designated for these items to be shipped prior to the scheduled date of your Store opening. Each Point of Sale System you order from us will consist of the following components:

-PC and Monitor (from independent manufacturer(s) of our choice)
-Cash Drawer (misc. independent manufacturers)
-Credit Card Swipe (misc. independent manufacturers)
-Receipt Printer (misc. independent manufacturers)
-Software (some proprietary to us and some proprietary to independent third parties: see Item 5 discussion and discussion under this Note 5 and Note 6 immediately below).

Two (2) Point of Sale Systems must be purchased from us as part of the Required Minimum Purchases. We make approximately $1,000.00 profit from the two (2) Point of Sale Systems purchased as part of the $10,000.00 Required Minimum Purchases, which is used to offset our costs for assembly, programming, set up and the expenses incurred by us in the initial development of our proprietary software. If you desire additional Point of Sale Systems, you can buy them from us at a cost of $3,350.00 (this current price for additional Point of Sale System is subject to change without prior notice) per each additional system. All Point of Sale Systems must be programmed with our proprietary software and any third party software as
necessary (see discussion of Intuit QuickBooks Point of Sale software later in this Note 5). Any updating or improvements to the software occurring between your initial purchase and the next ensuing annual upgrade will be at no cost to you. At the first of each year during the term of the Franchise Agreement, your credit card on file (or, at our discretion, your designated account under an electronic funds transfer payment program we have established with you) will be charged for the cost of performing an annual software update and maintenance to program current carrier rates, shipping information and related data into your System. This annual upgrade cost is currently $250.00 (but may be increased from time to time) and is paid entirely to us for your continued use of our proprietary “GP Rate Pro 9.0” software for us. For those Point of Sale Systems you purchase from us, we provide for the replacement, at no cost to you, of any parts or components which become defective within the first twelve months from the date of your purchase and which are reported to us to be defective within that time period. After that initial twelve month period, individual Point of Sale System components or entire Point of Sale Systems needing to be replaced may be purchased from us at our then advertised prices or otherwise replaced or repaired by you at your cost. We provide both phone and online support for software related issues, and provide both phone and online support for problems associated with equipment which we supply to you. You are responsible for all costs to repair, replace, maintain and remedy all equipment which you purchase from someone other than us. Although you are not contractually obligated to upgrade the hardware components of the Point of Sale Systems, such as the cash register, computer system, etc., it may become necessary for you to do so at some time in the future if any of the annual software upgrades you are required to make (as previously discussed) cause any of your hardware components to be incompatible or otherwise ineffective.

Our proprietary software, GP Rate Pro 9.0, has been in use by us for approximately nine years. The Quick Books Point of Sale and Quick Books Pro software forming a part of the Point of Sale System you will purchase from us are both made and developed by Intuit, have been on the market for between eleven to sixteen years and have been used by us for approximately seven years, and was used by our predecessor for close to two years. The UPS proprietary software and FedEx proprietary software components of your Point of Sale System have been used by those independent companies for approximately twelve years and have been used by us for approximately nine years and by our predecessor for close to two years. Each Point of Sale System will be used by you to “ring up” sales, price shipping rates, price products, track inventory, collect and maintain customer information, access our website, receive and send franchise related e-mails and for related functions. We will only have direct access to the information and data stored in your Point of Sale System(s) when you have granted such access to us as part of any request you make for us to provide technical support with respect to any of your Point of Sale Systems. However, your access to use our GP Rate Pro 9.0 software is controlled by your use of an activation code which we provide you. This activation code is what validates your rights to access and use, and receive updates to, our proprietary software.

In order for you to fully utilize the automatic credit card features associated with the Intuit QuickBooks Point of Sale software programmed into each Point of Sale System you order from us, you must submit a Merchant Application directly to Intuit, be accepted by Intuit, and then sign a Merchant Agreement with Intuit. Your acceptance under the Intuit merchant services program is entirely controlled by and within the discretion of Intuit. Your failure to apply for or to be accepted in the Intuit merchant services program will result in you having to purchase a separate credit card swipe machine, enter into alternative merchant service arrangements, and manually type and enter the dollar amount of each credit card transaction processed as part of the business of your Store.

(For provisions covering the Point of Sale System, see Franchise Agreement – Section 4.2 and Section 5.1).
6) At the time we ship you your ordered Point of Sale Systems, we will also ship to you the mandatory start-up equipment, supplies, promotional items, and items of retail inventory you are required to purchase from us as part of the Required Minimum Purchases (see discussion under Item 5 of this Disclosure Document), to assist you with the set-up and opening of your Store. You will incur an additional charge for the actual items we supply to you, and you will be responsible for the costs to ship them to you. These items will be shipped using the same carrier used to ship you your Point of Sale Systems and will either be charged to your UPS or FedEx account established for your Store, or if no such account has been set up by you at that time, we will either bill your credit card on file or perform an electronic funds transfer for the purchase costs and shipping costs incurred to send you these mandatory Store set-up items.

7) Within 1 to 2 weeks from the time you have purchased or signed a lease for your chosen business location (or sooner if you already own your approved location), you will need to schedule with us the dates for your mandatory initial training session at our Zephyrhills, Florida Headquarters (Franchise Agreement Section 4.1). Initial training dates are booked on a “first-come, first-served” basis and you must request a desired initial training date reservation by e-mail sent to training@goinpostal.com. No initial training dates are established or otherwise available to you unless and until confirmed by us in writing by means of e-mail sent from us to you specifying the dates of your initial training. You will not be able to attend this initial training unless you have ordered and paid for your Required Minimum Purchases (see discussion under Item 5 of this Disclosure Document) and unless you first sign the Non-Competition and Non-Solicitation Agreement (Exhibit “B” to this Disclosure Document) and deliver it to us before your scheduled training dates or unless you sign the Non-Competition and Non-Solicitation Agreement when you arrive at our headquarters for your scheduled training and before the start of training. You will not be permitted to participate in the training at our headquarters unless all owners, managers and primary operators have signed the Non-Competition and Non-Solicitation Agreement. If you cancel your scheduled training at our headquarters less than one (1) month prior to your scheduled training commencement date, you will be subject to a $200.00 cancellation fee per each scheduled attendee to subsidize us for our lost classroom capacity. At the one week initial training session you are required to schedule and attend at our Headquarters in Zephyrhills, Florida, you will receive approximately 40 hours of classroom training (8 hours M, Tu, W and F; & 10 hours Th) in all aspects of your new business including:

(The Training Program Table appears on the next page)
<table>
<thead>
<tr>
<th>Subject</th>
<th>Column 1</th>
<th>Column 2 Hours of Classroom Training</th>
<th>Column 3 Hours of On-The-Job Training</th>
<th>Column 4 Location</th>
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</thead>
<tbody>
<tr>
<td>Introductory Matters</td>
<td></td>
<td>0.5</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
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<td>-0-</td>
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</tr>
<tr>
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</tr>
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<td>Shipping Basics</td>
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<td>Our Headquarters</td>
</tr>
<tr>
<td>Insurance</td>
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<td>1.0</td>
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</tr>
<tr>
<td>Shipping Forms</td>
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<td>1.0</td>
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<td>Our Headquarters</td>
</tr>
<tr>
<td>GP Rate Pro</td>
<td></td>
<td>1.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>POS Systems</td>
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</tr>
<tr>
<td>GP Owners' Website</td>
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<td>3.0</td>
<td>-0-</td>
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<td>DHL Processing</td>
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<td>-0-</td>
<td>Our Headquarters</td>
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<tr>
<td>USPS Processing</td>
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<td>1.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>Freight</td>
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<td>3.0</td>
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<tr>
<td>eBay</td>
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<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>Copiers</td>
<td></td>
<td>2.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>International Shipping</td>
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<td>3.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
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<tr>
<td>Mailboxes</td>
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<td>1.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>Quick Books Pro</td>
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<td>1.0</td>
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<td>Our Headquarters</td>
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<tr>
<td>Pitney Bowes</td>
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<td>0.5</td>
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<td>Our Headquarters</td>
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<tr>
<td>Merchant Services</td>
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<td>1.0</td>
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<td>Our Headquarters</td>
</tr>
<tr>
<td>Packaging and Box Building</td>
<td></td>
<td>2.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>Shipping Accounts</td>
<td></td>
<td>3.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>Role Play/ Customer Care</td>
<td></td>
<td>3.0</td>
<td>-0-</td>
<td>Our Headquarters</td>
</tr>
<tr>
<td>Actual Customer Interaction</td>
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<td>4.0</td>
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<td>Company Owned Store</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>36.0</td>
<td>4.0</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: All times and training subjects are subject to adjustment by our trainer based on personal needs of franchisees as deemed necessary by our trainer.

Goin' Postal Franchise Corporation does not charge you for your initial training at our Headquarters, but you are responsible for the costs of your travel, lodging, meals, etc. for attending your training in Florida and for the costs outlined above in Item 6 OTHER FEES for our representative when he or she is on-site to conduct the second required training session at your Store location. The initial training at our Headquarters in Zephyrhills, Florida is conducted by Mike Bork, who has been employed with us since 2004, initially, as manager of our Company owned Store, then as our national representative responsible for assisting franchisees with setting up and getting their Stores open for business as part of the on-site training we provide, and now as our head trainer for the past year. While at the training at our Headquarters, you will take a series of tests which you must pass to move on to the next section of the training. If you are unable to pass these tests by the end of training at our Headquarters, you must establish competency to operate your Store during the on-site training at your Store, and our representative who conducts the training at your Store must sign off on your competency prior to you being able to open your Store without supervision (see Note 8 below).

While your main training will be at our Headquarters in Zephyrhills, Florida, our rep will also go over the training again while on-site at your Store.

8) Within 1 to 2 weeks after you inform us that your Store at your chosen location is substantially set up and ready to open for business, you will need to schedule with us a 5 to 6 day period during which a Goin’ Postal Franchise Corporation representative will be at your chosen location to help you with opening your Store and training your staff. It is our standard practice to schedule the training at your location during a period which is 2 to 3 weeks subsequent to completion of your training at our Headquarters in Zephyrhills, Florida (Franchise Agreement – Section 4.1). Final on-location training and Store opening dates are booked on a “first come, first-served” basis and you must request a final on-location training and Store opening date reservation by e-mail sent to training@goinpostal.com. No final on-location training and Store opening dates are established or otherwise available to you unless and until confirmed by us in writing by means of e-mail sent from us to you specifying the dates of your final on-location training and Store opening. This on-site training consists of approximately 53 hours of on-the-job training at your Store, including approximately 30 hours of actual live customer interaction and processing actual customer transactions, and is generally conducted Monday through Friday, for approximately 8 to 10 hours per day. See the Table below which highlights the training which will be conducted on-site at your Store. If you fail to show the level of competency necessary to open and run your Store without supervision, you will not be permitted to open your Store for business at that time and you will be required to attend a second week of training at our Headquarters in Zephyrhills, Florida at your sole cost. We have not yet needed to impose upon any franchisee this second week of training at our Headquarters. Do not book final on-location training dates and Store opening dates unless and until you are absolutely certain that you can keep those specific dates. In the case of your Store opening dates, your location must be ready to receive the GPFC representative and be suitable to serve customers during the week of the GPFC representative’s visit, unless arrangements have been made in advance to have GPFC do your build-out. Be advised that if you cancel final on-location training dates and/or Store opening dates after you have booked them and after those specific dates have been confirmed by GPFC in writing, a $1,500.00 penalty may be levied at GPFC’s discretion for the resultant necessary alterations in scheduling, traveling, and lodging (the various GPFC representatives’ schedules and flights, car rentals, and lodging plans will have to be canceled and rearranged). You will also be responsible for all the costs necessary to rebook travel and living accommodation for our representative to make a return or alternate visit to your Store location. Should your Store not be in a ready-to-open condition and it therefore becomes necessary for our representative to make a return trip to your Store to oversee the opening of it, you will be assessed and

Franchisee’s Initials ______________
charged the $1,500.00 penalty, plus all travel and living expenses of our representative to make both the initial trip and this return trip.
## ITEM 11 TABLE

**TRAINING PROGRAM – AT YOUR STORE**

<table>
<thead>
<tr>
<th>Subject</th>
<th>Column 2 Hours of Classroom Training</th>
<th>Column 3 Hours of On-The-Job Training</th>
<th>Column 4 Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory Matters</td>
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<td>Your Store</td>
</tr>
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<td>UPS, FedEx, DHL</td>
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<tr>
<td>Insurance</td>
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<tr>
<td>Shipping Forms</td>
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</tr>
<tr>
<td>GP Rate Pro</td>
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</tr>
<tr>
<td>POS Systems</td>
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</tr>
<tr>
<td>GP Owners’ Website</td>
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<tr>
<td>USPS Processing</td>
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<td>Role Play/ Customer Care</td>
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<td>TOTAL</td>
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</tr>
</tbody>
</table>

32 Franchisee’s Initials ______________
NOTE: All times and training subjects are subject to adjustment by our trainer based on personal needs of franchisees as deemed necessary by our trainer.

9. Franchisees, on average, typically open their franchised Stores for business 6 to 10 weeks after they have signed both a Franchise Agreement and have signed a lease on their chosen location. The factors which may affect this time period are your ability to procure a location and sign a lease, scheduling conflicts or other matters which affect the scheduling of your required training, your ability to procure any necessary financing, construction related delays (including obtaining required building permits), zoning and local ordinances, weather conditions, and installation of equipment, fixtures, signs and similar items. However, your obligation to begin paying the monthly Royalty to us may actually commence sooner than the date you open your Store for business (see explanation under Note 1 of Item 6 of this Disclosure Document), so it is incumbent upon you to proceed expeditiously to both initiate and complete the required steps to establish your Store location, set-up your Store, complete your mandatory training and schedule your Store opening date. Under a Turn-Key Franchise Package, a Turn-Key Franchisee’s Store is generally ready to open for business 2 to 3 months after they sign a Franchise Agreement and Turn-Key Store Agreement, subject to the Turn-Key Franchisee’s full cooperation in all phases of the Turn-Key Franchise Package, and depending further on the availability of a suitable location for the Turn-Key Franchisee’s Store and the time it takes to locate and secure suitable premises. A Turn-Key Franchisee’s obligation to begin paying Royalties generally begins the first month during which Goin’ Postal Franchise Corporation approves the Turn-Key Franchisee’s Store for opening, unless the Turn-Key Franchisee has failed to approve any proposed locations forwarded by Goin’ Postal Franchise Corporation, in which case Royalties will be payable to us under the same procedures applicable to a purchaser of a Standard Goin’ Postal franchise.

Post-Opening Obligations

Once your Goin’ Postal Store is open for business and during the operation of your Store, Goin’ Postal Franchise Corporation will:

1) Develop new products and methods and provide you with information about developments (Franchise Agreement – Section 4.2).

2) Give you online access by means of a password to our Operations Manual which contains mandatory and suggested specifications, standards and procedures (Franchise Agreement – Section 4.2). This Operations Manual is confidential and proprietary to us, is only loaned to you while you are our franchisee, and remains our property. Goin’ Postal Franchise Corporation will modify this manual from time-to-time and you will be expected to follow the evolving guidelines, methods, and policies as they appear in this manual, but the modifications will not alter your status and rights under the Franchise Agreement. The current Table of Contents of our online Operations Manual as of December 31, 2012 is set out below:

Goin’ Postal Operations Manual

Chapter 1 Company Policies 2
Chapter 2 Day-to-Day Basics 17
Chapter 3 Shipping Basics 20
Chapter 4 HAZMAT, Restricted and Prohibited Items 28
Chapter 5 Packaging 33
Chapter 6 GP Shipping Forms 56
Chapter 7 United States Postal Service 62
3) Goin’ Postal Franchise Corporation will provide a reasonable level of telephone support during our normal business hours (Eastern Standard Time) to assist with resolving operating problems and for any general or technical questions you may have (Franchise Agreement – Section 4.2). As part of our ongoing quality assurance measures, and in order to both advance and enhance the overall productivity, efficiency and continuing training of the Goin’ Postal Franchise System, we may from time to time schedule a network wide telephone conference call between us and all Goin’ Postal franchisees. You will be given at least a one (1) week advance notice by email of the time and date of any scheduled conference call, as well as the phone number and connection codes needed for you to participate in the conference call. In addition to discussing updates and information regarding the Goin’ Postal Franchise System, you will have the opportunity at the time you register for a particular conference call to place on the conference call agenda any concerns or updates which you would like to be discussed during that call. Your participation in each scheduled conference call is mandatory and we will record and maintain a list of franchisee participation for each call. We anticipate at present conducting between one (1) to two (2) telephone conference calls per month, though we reserve the right to change the timing and frequency of these conference calls at our discretion. However, your Operations Manual (including updates posted within the Owners’ Section of our website) is your primary source of information concerning your Store operation and you are responsible for reading and becoming familiar with the Operations Manual. You may, subject to room and availability, and at your sole cost and expense schedule additional training for one or more of your employees at our Headquarters in Zephyrhills, Florida. We have no obligation or responsibility to train your employees once those individuals you sent for the two (2) “Pre-Opening” training sessions (see discussion under “Pre-Opening Obligations #7” and “Pre-Opening Obligation #8” above) have completed such training. We do not provide assistance in the actual hiring of your employees.

4) Goin’ Postal Franchise Corporation will make available via a password all its resources via the secure, password protected Owners’ Section of the Goin’ Postal Franchise Corporation website (Franchise Agreement – Section 4.2). This secure, password protected Owners’ Section may only be accessed through use of a password which we provide you. You may not provide your password and may not provide access to, or copies of any materials within, our Owners’ Section without our prior written and informed consent. Within this Owners’ Section, you will find a variety of materials aimed at assisting you in improving and developing your franchised business (including concepts for community events and related activities to foster the reputation and goodwill of your franchised business within your locality), as well as various materials we
have prepared to improve and develop the Goin’ Postal chain as a whole. Most of the information you will need concerning administrative, bookkeeping, accounting and inventory control procedures are covered for you in the Operations Manual and were covered in your training sessions.

5) Advertising Assistance; Compliance:

(a) General Advertising Assistance: Goin’ Postal Franchise Corporation will provide artwork for your advertising which may be downloaded via the Owners’ Section of the Goin’ Postal Franchise Corporation website or which may otherwise be ordered directly from us. Goin’ Postal Franchise Corporation must approve any and all advertising materials not developed or provided by us in advance and in writing (Franchise Agreement – Section 4.2, Section 5.1 and Section 8). See Item 8 of this Disclosure Document for information on obtaining approval for use of advertising and artwork which has not been furnished to you by us. Currently, we charge all our franchisees a Royalty (excluding the 9 pilot franchisees; see further discussion later in this Note 5). This Royalty must be paid to us by you solely by means of an electronic funds transfer payment program we will require you to establish with us, and a portion of the Royalty may be used by us, as described in Section 8 of the Franchise Agreement, for public relations, advertising, testing and marketing new programs, product and services, promotional programs and related items. Currently, all advertising materials available to you on our website have been prepared by us in-house. All franchisees agree as part of becoming a Goin’ Postal franchisee that they, their employees and their Stores may be photographed and used by us in our website, advertising and promotional materials. The portion of Royalties of all franchisees allocated by us for advertising, marketing and promotional purposes will be pooled and once a sufficient level of funds have been allocated for such purposes, are intended to be used to produce TV, radio and print ads on a national level, which ads will also be available to you free of charge on the Owners’ Section of our website for you to download and use or run at your discretion, at your cost, in your own markets. We provide you with free access to the Owners’ Section of our website, by use of a password we provide you, where you will be provided various advertising materials and resources. The use of all Royalties and the administration of the use of those funds will be determined by us, and the expenditure of funds for advertising and marketing purposes will be reflected on the annual audited financial statements prepared by our independent CPA as part of the yearly updates we make to this Disclosure Document. A copy of any particular annual audit will be made available within a reasonable amount of time following your written request. Currently, we have no money accumulated in an advertising fund out of prior Marketing Fees and Royalties received by us in the past. As the total amount of Royalties which we would generally allocate for advertising and other marketing purposes have been insufficient to provide for any significant media production, we did not establish or maintain an advertising fund for any national marketing during the 2013 calendar year. We have found that the in-house advertising materials we currently make available to you at no charge have proven both adequate and successful. From January 1, 2013 through December 31, 2013, we expended approximately $72,510.00 to develop network-wide franchisee advertising materials such as website design, pay per click advertising, and print advertising. These expenditures have been out of general sales revenues received by us which are separate from the franchisee advertising fund and these expenditures have been in addition to the small amount of the advertising fund established in prior years by franchisee Marketing Fees and Royalties. Beginning January 1, 2006, we implemented a flat $200.00 per month fee which was paid by all new franchisees instead of the separate percentage Royalty and Marketing Fee payments. Commencing January 1, 2008, this flat monthly Royalty was increased to $300.00 per month during the 2008 calendar year, with an approximate 5% increase each subsequent calendar year through the term of the Franchise Agreement (see Item 6). Commencing January 1, 2014, we ceased implementing a year-by-year Royalty increase, and for new Goin’ Postal franchises purchased during calendar year 2014, a flat monthly Royalty of $400.00 per month is imposed during the entire initial term of the Franchise Agreement. Prior to January 1, 2006, we provided our existing and new franchisees with an election to either pay a $200.00 per month Royalty, or to pay a percentage Royalty and percentage Marketing Fee. All of those franchisees have elected to pay the flat fee Royalty. If your Store is located in a State which
imposes an income tax or other tax on the franchise fees and Royalties you pay to us, your monthly Royalty obligations to us will increase on a pro rata basis commensurate with the amount of taxes we pay to your State (see discussion under Item 6 above). We will allocate as we deem necessary or appropriate a portion of such monthly flat fee Royalty payments for advertising and marketing purposes. Once allocated, no portion of the advertising or marketing fund will be paid to us or any affiliate for providing any goods or services related to the advertising fund. Any monies allocated by us to the advertising fund in any year which are not spent for advertising and marketing purposes during such year will remain in such advertising fund and continue to accrue for future advertising and marketing functions. No monies in the advertising fund are used by us to promote the sale of additional Goin’ Postal franchises (though a portion of the Initial Franchise Fee and/or Royalty Fees not allocated to the advertising fund may be used for such purposes). You are not required to join or participate in any local, regional or national advertising cooperative. You are not required to participate in any other advertising fund beyond any advertising fund we determine to establish from and out of a portion of the monthly Royalties you pay us. We do not maintain any advertising council, and all decisions on how best to use the advertising fund and the methods and modes of advertising are made solely by us. Upon and with our prior review and approval, you may develop and use your own local advertising material. All advertising materials you develop and desire to use must be submitted to us prior to your use for our review and approval (see Item 8 of this Disclosure Document above; see also the “Internet and Franchisee Website Restrictions which appear in this Item 11 below). All franchisees, except the 9 pilot franchisees initially started by our predecessor and our one (1) company owned Store, pay the $200.00 per month flat fee Royalty presently being charged to those franchisees who became Goin’ Postal franchisees prior to December 31, 2007, or pay the $400.00 per month flat fee Royalty (with calendar year increases of approximately 5% for those franchisees purchasing a Goin’ Postal franchise between January 1, 2008 and December 31, 2013) currently being charged to all new franchisees from and after January 1, 2014. All franchisees who submit Franchise Agreements commencing January 1, 2014 through December 31, 2014 to establish a new Goin’ Postal Store or to purchase an existing Goin’ Postal Store will pay a flat $400.00 per month Royalty during the entire initial term of the Franchise Agreement (see Item 6 of this Disclosure Document above).

(b) Franchisee Advertising and Marketing

All marketing and promotion of your Goin’ Postal Store must conform to our standards and specifications. You must submit samples of all advertising and promotional materials that we have not prepared or have not previously approved. Your Store must participate in promotions we institute from time-to-time.

We will have the sole discretion in determining the form of advertising, any particular advertising media, and the location and territorial coverage of such advertising, and we are not obligated to spend any amount on advertising in the Territory where your particular Goin’ Postal Store is or will be located. Upon and with our prior review and approval, you may develop and use your own local advertising material. All advertising materials you develop and desire to use must be submitted to us prior to your use for our review and approval (see Item 8 of this Disclosure Document above; see also the “Internet and Franchisee Website Restrictions” which appear in this Item 11 below). You shall obtain our prior written approval of all advertising or other marketing or promotional programs regarding your Goin’ Postal Store, including, without limitation, “Yellow Pages” advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, Internet advertising, including sites on the worldwide web (see Internet and Franchisee Website Restrictions below), specialty and novelty items and radio and television advertising. You shall also obtain our prior written approval before using any promotional materials as may be provided by other vendors (see Item 8 of this Disclosure Document above for vendor approval requirements). You acknowledge that advertising and promoting your Goin’ Postal Store in accordance with our standards and specifications is an essential aspect of the Goin’ Postal Franchise System, and you agree to comply with all advertising...
standards and specifications. You shall display all required promotional materials, signs, point of purchase displays and other marketing materials in your Goin’ Postal Store in the manner prescribed by us. You shall participate in any promotions we may institute from time-to-time (Sections 6 and 8 of the Franchise Agreement).

(c) Internet Advertising

We intend to advertise the Goin’ Postal Franchise System and the products and services which all Goin’ Postal Stores offer on the website we maintain at www.goinpostal.com (the “Goin’ Postal Website”). We have set up a “Store location” page on the Goin’ Postal Website which shows the name, addresses and other contact information of all Goin’ Postal franchisees and their respective Store locations. At your request, and upon our prior written approval, you can design interior pages that feature and promote your Goin’ Postal Store in your Location and link them to the Store location internal link within the Goin’ Postal Website. If you do, you must use a template which we provide, submit your pages for our approval before you post them, agree to abide by our terms of use, you must strictly abide by our Internet guidelines which we establish from time-to-time, and you must sign a Domain Name License Agreement in form and substance as Exhibit “L” attached to this Disclosure Document. You may not use the Goin’ Postal name or Goin’ Postal Marks on the Internet in any way other than in strict accordance with our Internet guidelines and the Domain Name License Agreement you must sign in order to maintain a website for your Store. You must pay to develop and maintain your own web pages. You will pay us a website hosting fee in the amount of $5.00 per month for the Goin’ Postal Website’s maintenance and improvement and for maintaining the links and locator page for you and your Goin’ Postal Store (Sections 5, 6 and 8, Franchise Agreement).

You are restricted from independently establishing a presence on, or independently marketing your Goin’ Postal Store using, the Internet without our prior written consent. The Goin’ Postal Website we maintain at the uniform resource locator (“URL”) www.goinpostal.com and the additional Internet website we maintain at URL www.goingpostalfranchisecorporation.com provide information about the Goin’ Postal Franchise System, Goin’ Postal franchises, and the products and services that each of the Goin’ Postal Stores provide. We retain the sole right to market on the Internet, including, without limitation, the use of websites, domain names, URL’s, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content on our Internet marketing programs and you must follow our intranet and Internet usage rules, policies and requirements as contained in the Operations Manual and in the Domain Name License Agreement you must sign in order to set up a web page for your Goin’ Postal Store and Location (see Exhibit “L” attached to this Disclosure Document). We retain the sole right to use the Goin’ Postal Marks and our copyrighted materials on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the Goin’ Postal Website and the additional Internet website at URL www.goingpostalfranchisecorporation.com.

(d) Internet and Franchisee Website Restrictions

You may maintain a web page for your Goin’ Postal Store and the specific aspects of the products and services available at your Store only if it is contained within the templates we have developed and approved and only if it resides on and is hosted on one of the Goin’ Postal Franchise Corporation web servers. Your home page must reside on and within the Goin’ Postal Website (http://www.goinpostal.com,) and must comply with our trademark, service mark, logo and advertising requirements, as well as all of our applicable policies and procedures. All links in and links out of your approved website must be pre-approved by us in writing. We must purchase the domain name for your website, build your web pages (with your input as requested), and then host your web pages on one of our servers in accordance with the Domain Name License Agreement you will be required to sign as evidenced by Exhibit “L” to this Disclosure Document. Prior to you having and...
maintaining a website on the Internet to advertise and promote your Goin’ Postal Store and which features one or more of the Goin’ Postal Marks, or any part of any of the Goin’ Postal Marks, you must strictly comply with the following:

1) You must enter into our standard Domain Name License Agreement attached to this Disclosure Document as Exhibit “L” by which you will license from us a domain name we acquire and register in our own name, and which we will continue to own and then license to you. This domain name will serve as the URL for the website we will develop for you (with your input as requested) and then host on one of our servers. The URL for your particular Store website will be accessed through a link from and within the Goin’ Postal Website; and

2) You must obtain our prior written approval for the form and content of your Store’s website before it is used on the Internet so that we can maintain the common identity of the Goin’ Postal Franchise Network. You will not use any of the Goin’ Postal Marks or similar words as part of your domain name except to the extent such domain name is registered in the name of Goin’ Postal Franchise Corporation and then licensed to you in accordance with the Domain Name License Agreement (see Exhibit “L” of this Disclosure Document); and

3) You shall provide on your website a hyperlink to the Goin’ Postal Website. Prior to placing any hyperlinks to third party websites, you must obtain our prior written approval of such hyperlinks. You will not indulge in deblinking, framing, word stuffing, or other unlawful or unethical activities, including any activities which may be detailed in the Operations Manuals; and

4) You must include within your web pages a clear and conspicuous disclaimer of any direct affiliation with us other than that of a franchisee. Such disclaimer should read in similar fashion as “Goin’ Postal of _______________ [insert your city of Store location] is an independently owned and operated Goin’ Postal franchise”; or similar to “Goin’ Postal _______________ [city of Store location] is an independently owned and operated franchisee of Goin’ Postal Franchise Corporation”; and

5) You should never refer to yourself within your web pages solely as “Goin’ Postal”. Rather, as an independent owner and operator of a Goin’ Postal franchised business, you should refer to yourself by your registered fictitious name, such as “Goin’ Postal [city of Store location]” or “Goin’ Postal of [city of Store location]”; and

6) Under no circumstances should you, within the content of your web pages, make any modifications, alterations or additions to any of the Goin’ Postal Marks, including any of our slogans or tag lines; and

7) You may not use on any approved website for your Goin’ Postal Store any or all, or any part of, the Goin’ Postal Marks, or any other mark we own or will own, without our prior written consent or direction, or except in strict accordance with the provisions of the Domain Name License Agreement (see Exhibit “L” attached to this Disclosure Document). With our approval, you shall use and display the Goin’ Postal Marks, and/or any other trademark, service mark, or trade name adopted by us, only in the form, manner, design, verbiage, and appearance as exactly so adopted by us (see Item 13 of this Disclosure Document below) or as otherwise instructed by us in writing, including in form and manner and with appropriate legends as may be prescribed by us from time-to-time. You may not use or display on any approved website for your Goin’ Postal Store any other trademark, service mark or trade name in combination with any of the Goin’ Postal Marks without our prior written consent. You may not use the Goin’ Postal Marks, or any other mark we own or will own, in any advertising which has not been provided to you by us or previously approved in writing by us. You shall not use or associate in any way the Goin’ Postal Marks with any products or services not approved by us in writing. All uses and depictions of the Goin’ Postal Marks on or within your website must properly depict and portray the appropriate
trademark symbol (TM or SM for unregistered trademarks or service marks, as the case may be, owned by us; and the symbol ® for all of our registered trademarks and service marks). All uses and depictions of the Goin’ Postal Marks on or within any approved website(s) for your Goin’ Postal Store must give proper attribution of our ownership of each of the Goin’ Postal Marks using a format such as the following: “Goin’ Postal” and all associated, related and connected drawings, designs, slogans, tag-lines, deliveryman characters and characterizations, and other depictions used with or as part of “Goin’ Postal” are registered trademarks of Goin’ Postal Franchise Corporation.

8) You should never refer to us in your website as “parent”, “corporate”, “company” or any other designation giving a connotation of ownership affiliation or parent/subsidiary relationship between you and us. Any and all references in your approved website to us should use our corporate name, Goin’ Postal Franchise Corporation, or should refer to us as your Franchisor.

9) You may not offer or solicit the sale of Goin’ Postal franchises or any of our other franchise brands on your website. The only reference you are permitted to make on your website concerning franchise opportunities is as follows: “All franchise inquiries should be directed to the Franchisor at www.goingpostal.com, www.goinpostalfranchisecorporation.com or 1-800-504-6040”.

10) You may not, on any approved website for your Goin’ Postal Store, speak for, or make any representations on behalf of, us or the Goin’ Postal Franchise Network. You may not include on any approved website any information on costs to acquire or operate a Goin’ Postal franchise, or make any comparisons between Goin’ Postal franchises or competitive businesses.

11) Any approved website for your Goin’ Postal Store should be limited to furnishing information specific to your particular Goin’ Postal Store such as (i) location and contact information; (ii) hours of operation; (iii) specific services and products available at your particular Store franchise location; (iv) your specific ownership information; (v) community events which you are sponsoring or in which you are participating; and (vi) any approved specials or promotions being offered by your particular Goin’ Postal Store franchise location.

12) You may not advertise or promote on any approved website for your Goin’ Postal Store any independent business which is not an approved component of your Goin’ Postal Store without our prior written approval and, even with such approval, without having a conspicuous disclaimer of affiliation with us, with the Goin’ Postal Franchise Network and with your Goin’ Postal Store such as the following: “________________________ [name or title of such independent business] is not sponsored or endorsed by, or affiliated with, Goin’ Postal Franchise Corporation, the Goin’ Postal Franchise Network, or this independently owned and operated Goin’ Postal Store franchise”.

13) You understand and agree that we own all domain names, Internet addresses, Internet sites and all texts, graphics, photographs, data, information and other content of all Internet sites used by you in connection with the operation of your Goin’ Postal Store. On termination of the Franchise Agreement you will enter into with us (see Exhibit “A” to this Disclosure Document), or, if sooner, on termination of the Domain Name License Agreement you must enter into with us in order to use and maintain a website for your Goin’ Postal Store, you will immediately assign ownership of all domain names and websites, including all website content, operated or maintained by you under the Domain Name License Agreement to Goin’ Postal Franchise Corporation or to another person or entity as directed by Goin’ Postal Franchise Corporation, and you will undertake all such actions as we require of you to dissociate yourself from and with the website and the domain name.
14) You will indemnify us against any and all claims made against you relating to your use and maintenance of an approved website for your Goin’ Postal Store; and

15) You acknowledge that we have the right to maintain the Goin’ Postal Website, as well as the Goin’ Postal Franchise Corporation website and the LifeSize Greetings website, via the Internet without any territorial restrictions.

**Turn-Key Store Obligations**

If you purchase a Turn-Key Franchise Package (see Item 5 of this Disclosure Document), in addition to the other Pre-Opening and Post-Opening obligations reflected above, Goin’ Postal Franchise Corporation will, within the limits of responsibility reflected in the table below and in the Turn-Key Store Agreement, provide the following additional services (the following is only intended to be a general summary of these services; for these services, you must sign a separate Turn-Key Store Agreement, Exhibit “J”, and you must carefully read and understand this separate Turn-Key Store Agreement in its entirety):

1) **Site Location.** A Turn-Key Franchise Package purchaser (throughout this portion of this Item 11, such a purchaser will be referred to as a “Turn-Key Franchisee”) will have the exclusive responsibility of choosing a specific city, town, or locality within which they desire to locate their Goin’ Postal Store (the more specific and more confined the area chosen by the Turn-Key Franchisee, the longer it may take to locate and secure a suitable Store location within that limited area). Primarily through use of a real estate professional with whom we have entered into a contract for these purposes (see Item 8 of this Disclosure Document), as well as contacts with various real estate brokers within the vicinity of your desired location, we will use our best efforts to locate suitable premises for a Store in the area chosen by the Turn-Key Franchisee. The real estate professional with whom we presently have a contract to assist in locating suitable premises, as well as undertaking lease negotiations for the benefit of Turn-Key Franchisees, is Mark Camara, American Property Exchange, Inc., 4491 W. Whitewater Avenue, Westin, Florida 33332 (phone: 954/389-1885, Ext. 111). If a Turn-Key Franchisee has a specific desired location for the Store, this information must be provided to us at the time of completing and submitting the Turn-Key Store Agreement (Exhibit “J”). The Turn-Key Franchisee may also assist us by scouting the general area for potential locations and then providing this information to us. Once one or more suitable locations have been found, one of our representatives will visit the location(s) and approve a particular location from among the location possibilities. It is strongly recommended that the Turn-Key Franchisee attend these visits to the location possibilities to provide personal input on final approval of the chosen location, particularly since the Turn-Key Franchisee will be required as part of this particular franchise package to sign off on the final location as both acceptable and approved by the Turn-Key Franchisee. We do not in any way or under any circumstances warrant any location to be fit for the Turn-Key Franchisee’s business or guarantee that the Turn-Key Franchisee’s Store will be successful at the chosen location. Any Store may fail due to a variety of reasons totally unrelated to the specific location of such Store.

2) **Lease Negotiations.** Once the location of a Turn-Key Franchisee’s Store has been chosen and the location is approved by us, presently through the services of Mark Camara, a lease will be negotiated on behalf and for the benefit of the Turn-Key Franchisee. Although, through the services of Mark Camara, lease terms will be negotiated which are as favorable to the Turn-Key Franchisee as possible, the Turn-Key Franchisee will have the ultimate responsibility to review and approve the lease terms, and it is recommended that the Turn-Key Franchisee utilizes the services of independent legal counsel or a separately retained real estate broker to advise and counsel the Turn-Key Franchisee on the meaning and effect of the various lease terms. We do not in any manner whatsoever act as legal counsel or in any other advisory capacity to any Turn-Key Franchisee and we do not provide any Turn-Key Franchisee with any opinion, advice or counsel as to whether the Turn-Key Franchisee should accept or reject any particular lease terms, or whether such lease terms are favorable or
beneficial to the Turn-Key Franchisee. Each Turn-Key Franchisee may choose to personally negotiate the particular terms of the lease for the location of their Store, but if a Turn-Key Franchisee so chooses to undertake lease negotiations, neither Goin’ Postal Franchise Corporation nor Mark Camara will be involved in those negotiations. Further, the extent of any lease negotiations undertaken by us or Mark Camara on behalf of a Turn-Key Franchisee will be determined by the Turn-Key Franchisee’s particular credit standing and other relevant personal information, and we do not sign, counter-sign, or act as a guarantor on any lease(s) for or on behalf of a Turn-Key Franchisee. We do not and will not pay any of the costs of securing the particular premises chosen for the Turn-Key Franchisee’s Store location which become due or payable by Turn-Key Franchisee under the terms of the lease for such premises, including, without limitation, those consisting of standard leasehold costs such as leasehold security deposits, and any upfront advance rent payments (i.e., first and last months’ rent). All costs and fees to either locate suitable premises or establish a lease for the chosen location will be paid for directly by the Turn-Key Franchisee and will not be paid for by us.

3) **Incorporation and Business License.** If the Turn-Key Franchisee desires to incorporate or form another type of business entity to own the the Store and franchised business, Turn-Key Franchisee will be solely responsible for paying the expenses to form such entity, as well as to procure any required federal identification number, state sales tax number, and local business licenses. The Turn-Key Franchisee is solely responsible for timely providing GPFC with any desired entity name (which may not include any of our protected Marks, logos, taglines or related intellectual and proprietary rights), entity form, and all required officer, director, member, manager or partner (as the case may be) names, social security numbers, addresses, and other information necessary to proceed with the lease negotiations as described under Turn-Key Note 2 immediately above. The Turn-Key Franchisee will also be responsible for signing all documents necessary to proceed with the entity formation. Turn-Key Franchisee will either personally act as the agent for service of process with respect to such entity formation or designate someone else to serve in that capacity. We do not act as registered agent for any Turn-Key Franchisee’s business entity.

4) **Insurance.** Turn-Key Franchisee will be solely responsible for procuring basic liability and hazard insurance coverage in the Turn-Key Franchisee’s name, and will also have sole responsibility to pay all insurance premiums on such policy(ies). The Turn-Key Franchisee will be responsible for signing any and all applications and other documents necessary to obtain such insurance coverage, to make certain such coverage complies with the mandates of the lease for its Store location, and to ensure that all policies are in any applicable business entity name for Turn-Key Franchisee.

5) **Utilities.** Turn-Key Franchisee is solely responsible to procure all utility accounts in the Turn-Key Franchisee’s name for electricity, telephone, garbage, water and sewer, and to pay any initial upfront deposits on such accounts. Turn-Key Franchisee is also solely responsible for complying with all utility requirements under the lease for its Store location and to make certain all utility contracts are in the entity name for Turn-Key Franchisee, as applicable.

6) **Store Build-out.** We will arrange and pay for the build-out and Store set-up costs for the Turn-Key Franchisee’s Store, to include materials, furniture, and equipment, and pay the cost to hire a licensed contractor to perform interior finishing details. This cost allocation is based upon a standard 1,200 square foot location already in a “vanilla box” condition (see the particulars within the Turn-Key Store Agreement). If the Turn-Key Franchisee wishes to have a larger Store, or if the chosen premises are not already in a vanilla box condition, the Turn-Key Franchisee will be billed for the costs of the additional materials, furniture, equipment and labor necessary to convert the premises to a vanilla box condition and/or build-out, furnish and equip a location larger than the standard 1,200 square footage Store upon which our fees for a Turn-Key Franchise Package were based. In such circumstances, the Turn-Key Franchisee will to the extent possible be informed of an estimate of these additional charges.
prior to our approving and securing this particular “non-standard” location for you. The Store build-out will include the following services:

- Carpeting and tile
- Painting and decorating
- Wall units with lighting
- Counter and cash wrap
- Slat wall
- Rear Wall
- Box shelves and storages
- Two units of mailboxes (60 boxes total)
- Packaging table and area
- Peanut hopper
- Shelves
- Interior signage

The build-out and Store set up will be in accordance with our Standards and Specification for Store set-up as reflected in our Store Set-Up Manual, including internal color and paint schemes.

7) **Exterior Signs.** Though we will assist you with locating an approved sign vendor to arrange for the manufacture and installation of your exterior signs (see Item 8 of this Disclosure Document for approval process), Turn-Key Franchisee will be solely responsible to pay for exterior signage at the Turn-Key Franchisee’s Store location. All exterior signs will be based on and in accordance with the specific lease requirements for the Turn-Key Franchisee’s Store location. If a monument or pylon sign is available at the roadside entrance to the Turn-Key Franchisee’s Store location, Turn-Key Franchisee will pay the costs of panels for this roadside sign.

8) **Copier.** We do not supply a copier as part of the initial start-up items of equipment we supply to Turn-Key Franchisees. You are solely responsible to purchase or lease any copier(s) you desire for your Store. For maximum copying benefit, we recommend a copier with a 25 page per minute color copier capacity with automatic document feeder and booklet finisher. The Turn-Key Franchisee will also be solely responsible to pay the costs for procuring and then maintaining a maintenance agreement on any copier the Turn-Key Franchisee purchases or leases.

9) **Stock and Inventory.** We will provide the stock and inventory detailed in the table reflected below in order to have the Turn-Key Franchisee’s Store ready for opening.

10) **Inspections.** We will have all necessary inspections carried out to obtain appropriate authority to open the Turn-Key Franchisee’s Store for business.

11) **Limitations.** The table reflected below provides a detailed listing of our responsibilities with respect to a Turn-Key Franchise Package. Any deviations which the Turn-Key Franchisee wishes to make to their Store from those reflected in the table below are the Turn-Key Franchisee’s sole responsibility and will be at the Turn-Key Franchisee’s sole cost and expense. The Turn-Key Franchisee must provide us with either a credit card account authorization or with an electronic funds transfer arrangement, as we choose, so that any overages incurred above and beyond those to which we have agreed to be responsible as shown below may be appropriately paid as they are incurred. The Turn-Key Franchisee must be available to sign any and all documents required as part of this Turn-Key Franchise Package, and we do not act as an agent, partner, power of attorney or other representative for or on behalf of any Turn-Key Franchisee. For the total sum of $75,000.00, a Turn-Key Franchisee receives the following as part of a Turn-Key Franchise Package:
### INCLUDED ITEMS UNDER TURN-KEY FRANCHISE PACKAGE

<table>
<thead>
<tr>
<th>Included in $75,000.00</th>
<th>Description</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise Fee</td>
<td>Standard Franchise Fee</td>
<td>1</td>
</tr>
<tr>
<td>Point of Sale systems</td>
<td>Two complete Point of sale systems</td>
<td>2</td>
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</tbody>
</table>

**Build out**

- Carpet, tile, pre-fabricated fixture walls, counters, shelves, islands, mailboxes, display lighting. This is based on a vanilla box. If your location needs structured walls, HVAC, bathrooms, ceilings etc you will be responsible for these costs.
- For internal finishing details. Franchisee solely responsible for all costs to conform location to a completed vanilla box state.
- For internal finishing details. Franchisee solely responsible for all costs to conform location to a completed vanilla box state.

**Contractor**

- For internal finishing details. Franchisee solely responsible for all costs to conform location to a completed vanilla box state.

**Permits**

- For internal finishing details. Franchisee solely responsible for all costs to conform location to a completed vanilla box state.

**Fax**

- 1

**Phone System**

- 1

**Printers**

- All necessary printers
- 1

**Furniture (desks, filing)**

- Desk, Filing cabinets etc.
- 1

**Various Salaries**

- All GPFC salaries to establish location
- 1

**Packaging Office Supplies Stock**

- Panes, paper, tape, knives, CDs etc.
- 1

**Greeting Cards/Gifts**

- Cards, racks and various gift wrap items.
- 1

**Boxes**

- Startup package
- 1

**Stamps**

- Startup package
- 1

**Retail Office Supplies**

- Start-up package of ink, toner and other office supplies inventory
- 1

**GPFC Travel expenses**

- Location selection, buildout, reps visit. Turn-Key Franchisee responsible for travel expenses to Zephyrhills and all related accommodations.
- 1

- 48" Steel Rule
- 1

- 3 Tier Plastic Display
- 1

- Utility Knives
- 4

- Tape Measurers
- 2

- Business Cards
- 1

- Card Holders
- 3

- Stapler
- 1

- Receipt Spikes
- 2

- Pouches starter kit
- 1

- Scotch Tape
- 2

- Paper
- 1

- Scissors
- 2
12) **Turn-Key Store Agreement.** In order to participate in a Turn-Key Franchise Package, a Turn-Key Franchisee must sign and return the Turn-Key Store Agreement (Exhibit “J”), together with the Franchise Agreement (Exhibit “A”), Non-Competition and Non-Solicitation Agreement (Exhibit “B”) and all other agreements and writings required to be completed, signed and returned under this Disclosure Document, and together with full payment of the total required $75,000.00 (paid to Goin’ Postal Franchise Corporation in two separate checks, one for $15,000.00 and the other for $60,000.00) advance payment for the purchase of a Turn-Key Franchise Package. The specific obligations and agreements of both Goin’ Postal Franchise Corporation and the Turn-Key Franchisee are reflected in the Turn-Key Store Agreement, and the above is intended to be a general summary of those terms. Items included in the above Table are intended to indicate the factors upon which we arrived at the internal budget we have established for specific components of the Turn-Key Franchise Package and the basis for the 75,000.00 package price. Any overages or underages on any estimated budget item(s) will be absorbed by or accrue to the benefit of Goin’ Postal Franchise Corporation.

13) Turn-Key Franchisee will be solely responsible for (i) all costs, expenses and services associated with formation of any desired entity form of owning and operating Turn-Key Franchisee’s Store and franchised business, (ii) all business licenses, (iii) all utility connections, (iv) all insurance coverage and (v) permits as may be required to lease the premises for Turn-Key Franchisee’s Store and to conduct its franchised business at and within those leased premises.

Franchisor’s obligations under this Item 11 are applicable to each new Goin’ Postal Store you purchase from us in accordance with our Disclosure Document, and the ongoing obligations of Franchisor applicable to operating Goin’ Postal Stores will also apply to any Goin’ Postal Store we authorize you to purchase from one of our other franchisees.

**ITEM 12: TERRITORY**

Once you have furnished to us in writing a specific physical address for your desired Store location and we have notified you in writing that we approve such Store location, GPFC will provide you with a protected territory outlined by geographical features such as roads and state, city and county lines, or by

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<td>1000 Shipping Forms</td>
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<tr>
<td>Thermal Label Printer</td>
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</tr>
<tr>
<td>150lb Scale</td>
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</table>
means of a designated circular area defined by an established radius allocated to you by us at our discretion. Currently, franchise territorial boundaries are established by a one (1) mile radius within city/metropolitan/urban areas and a five (5) mile radius in rural areas, with a minor +/- variance (to the extent reasonably practical) so as to make use of existing streets or other well known landmarks lying at the outer perimeters of such radius to provide a more easily recognizable and supportable territorial description.

The standard territory allocation may be reduced by us if your desired Store location is in an area of extremely high population density, such as Manhattan (New York City), New York, downtown Los Angeles, California, downtown Seattle, Washington, downtown Boston, Massachusetts, downtown Chicago, Illinois or Washington, D.C. If GPFC receives a signed Franchise Agreement from a prospective Franchisee residing (or wanting to locate their franchised Store) within one of those areas of extremely high population density, the prospective Franchisee must approve in writing the reduced territory assigned by GPFC prior to GPFC accepting the Franchise Agreement and accepting the prospective Franchisee as a Goin' Postal Franchisee.

GPFC will not allow another Franchisee to open a Goin' Postal Store under its Goin’ Postal Marks or under another competing trademark owned by GPFC or one of our affiliates within your territory.

GPFC will not open any Franchisor owned Shipping Stores which sells shipping and packaging services to the general public or small businesses (and would therefore compete with your Store), either under our Mark or under another mark, within your territory.

You may open additional Stores within and up to the boundaries of your protected territory only upon the prior written approval of GPFC and, if so approved, only by executing the Franchise Agreement in effect at that time and by paying the full franchise fee and other fees (including the cost to purchase the two Point of Sale Systems and other Required Minimum Purchases) in effect at such time for each additional Store (see Item 5 for a discussion of current discounts on franchise fees for additional Stores). Upon opening of additional Stores, we will endeavor to expand your protected territory around the new Store(s) as long as it doesn’t encroach on another franchisee’s protected territory or that territory associated with a Franchisor owned (or affiliate owned) Store. You may not open another shipping Store under our trademark or another competing name or mark owned by us within or outside of your territory without our prior approval and without executing the GPFC Franchise Agreement in effect at that time for that Store and paying all fees required by us at that time.

Franchisor owned and/or Franchisor affiliate owned Stores exist with their own protected territory as do other franchisee owned Stores. Franchisor owned Stores abide by the same rules and obligations as laid out in this UFDD.

We may not modify the protected territory assigned to you without your prior permission (although you forfeit and lose all such territorial rights upon the occurrence of any default or other action resulting in termination of the Franchise Agreement – see Item 17 and Exhibit “A” of this Disclosure Document). You may, at the request of Goin’ Postal Franchise Corporation, allow another franchisee to open a Store within your territory. If you approve the request, the protected territory will be reapportioned to provide protection for both you and the new franchisee.

Your territory is granted by us based on the specific Store location address you provide us on signing the Franchise Agreement, or shortly thereafter, and which we in turn approve and assign to you with the granted territory. You do not have a protected territory or any rights to any specific territory unless and until you have submitted to us, in writing, a specific physical address for your Store, and we, in turn, submit to you, in writing, our approval of that specific physical address. Your protected territory will be established using the criteria described earlier in this Item 12 based upon and around the approved specific physical Store address. You will operate from that one approved location and must receive our permission before relocating. Should the location cease to be available, we will use our best efforts to
reassign an amended territory around a new location within your territory, subject to limitations imposed by existing territories which may then be established for other Stores owned by other franchisees, by the Franchisor or by Franchisor affiliates. Once your territory has been assigned, the only conditions you must meet in order to keep these territorial rights is to be a Goin’ Postal franchisee in good standing and otherwise be in compliance with your obligations under the Franchise Agreement (see Item 9, Item 17 and Exhibit “A” of this Disclosure Document), under the Non-Competition and Non-Solicitation Agreement (see Exhibit “B” of this Disclosure Document) and under each of the other agreements you are required to sign as part of becoming a Goin’ Postal franchisee (see Item 22 for a list of those agreements).

We may, at our sole discretion, approve a relocation of your business within your territory without your incurring a relocation fee. Should you require relocation outside of your territory, a $500 relocation fee will be assessed to provide you with a new one; provided a territory is reasonably available and not already protected. All relocations selected by you and approved by us are subject to the then existing territorial rights of other franchisees and Franchisoraffiliate owned Stores.

You will have no restrictions on soliciting business from outside your territory by direct or indirect contact such as telephone, or mail. A Standard or Turn-Key Goin’ Postal franchisee may operate a Goin’ Postal “mobile shipping store” (a vehicle outfitted with a Point of Sale System, a scale and the ability to serve customers and receive payment for shipping services at a remote location) within the protected territory assigned to such franchisee. You may not under any circumstance operate a pick up or delivery service within the protected territory of another franchisee.

We will not solicit orders for our companyaffiliate owned Stores within your or another franchisee’s territory. Except through conducting our online stores as more fully explained later, we will not establish other channels of distribution of the goods and services which we franchise to you under the Franchise Agreement using the Marks except through franchised Goin’ Postal Stores, including affiliate-owned Stores and those Goin’ Postal Stores we may establish ourselves (subject to the restrictions described above). However, we do intend to continue the business operations which we purchased from Life Size Greetings, Inc. consisting primarily of the sale of giant sized greeting cards and custom stand-ups replicated from photographs submitted by a customer. These business activities will primarily be handled through the online store operated from the website we maintain at www.lifesizegreetings.com. We may in the future develop a new and separate franchise concept designed around the giant sized greeting card and custom stand-up business, which will primarily consist of the rental of these items, but may also involve the retail sale of such products as well. Both our operation of the giant sized greeting card and custom stand-up business and the possible future franchising of these activities may be competitive with a Goin’ Postal franchisee’s business solely to the extent such Goin’ Postal franchisee has chosen to include these “Life Size Greeting” products as part of their approved Goin’ Postal products and services.

You have the right to purchase other non-protected territories by signing our then current franchise agreement and paying to us the franchise fees (including the Required Minimum Purchases) in effect at the time for each new territory you intend to purchase (see Item 5 for a discussion of current discounts on franchise fees for additional Stores). By purchasing this option, you are agreeing to establish, in each new territory you have acquired per the requirements in the immediately preceding sentence, an approved Store location and then open an additional Store at such approved location within the new territory within 6 months of the signing of the then current franchise agreement. Failure on your part to establish and open such additional Store in such new territory within said 6 month period will result in a forfeiture of both the territory and the franchise fees you paid to us for that territory. No franchisee has any contractual option or right of first refusal to acquire the franchise of any other franchisee or to acquire additional franchises, whether in your territory, contiguous territories, or elsewhere, other than the ability to purchase a non-protected territory as expressed in the preceding sentences. You may also negotiate with us the expansion and enlargement of the specific territory applicable to an existing Store owned by you (in instances where you do not desire or intend to open an additional Store), and any such territorial
expansion approved by us will require as a condition to such approval that you first pay to us such additional fee as we determine reasonable based upon the scope and extent of the desired expansion and the level of existing territorial protection we have already allocated to other of our Goin’ Postal franchisees in the general vicinity of your existing Store and your desired new territorial expansion.

Territories do not transfer with the sale of an existing Store. Upon the sale of an existing Goin’ Postal Store, the existing territory allocated to that Store will no longer be valid or applicable, and the new owner(s) of such Store will be assigned and allocated a new territory having the defined limits and parameters prescribed in this Disclosure Document and the Franchise Agreement (as then in effect; see Exhibit “A” of this Disclosure Document). No purchaser of an existing Store may move or otherwise relocate the Store from its current Location or outside of the current territory assigned to such Store without the prior written approval of Goin’ Postal Franchise Corporation and without executing the then current Franchise Agreement and paying the applicable initial franchise fee and other costs and fees associated with procuring such an approved new territory.

ITEM 13: TRADEMARKS

Goin’ Postal Franchise Corporation grants you the right to operate a Goin’ Postal shipping Store under our current and future “Marks”. By “Marks”, GPFC means trademarks, service marks, names, slogans, taglines and logos owned (now and in the future) by us, including in particular, but not limited to, the registered Marks “Goin’ Postal” (see class distinctions for this Mark described below), the registered Mark “Goin’ Postal Your Friendly Neighborhood Shipping Center” and associated design as shown below (and each separate element of such Mark), the registered Mark depicted by our Goin’ Postal parcel deliveryman and associated design as shown below (and each separate element of such Mark), the registered Mark “Delivering the Best of America” and associated design as shown below (and each separate element of such Mark), the registered Mark “Postage for Patriots” and associated design as shown below (and each separate element of such Mark), and the presentation of our composite Mark appearing on the Cover Page of this Disclosure Document and enlarged immediately below (and each separate element of our composite Mark). The predecessor of GPFC, Goin’ Postal, Inc., registered the Mark “Goin’ Postal Your Friendly Neighborhood Shipping Center” and associated design on the United States Patent and Trademark Office principal register effective April 18, 2006 (see detailed information of this registered Mark below). Other than the Mark we filed with the United States Patent and Trademark Office principal register on October 7, 2009 (see detailed information below for the Mark bearing Registration Number 3887679), our predecessor, Goin’ Postal, Inc. also filed registration applications for each of the other Marks described below on the United States Patent and Trademark Office principal register. On January 2, 2007, we purchased from Goin’ Postal, Inc. all of the Marks initially filed for registration by Goin’ Postal, Inc., and we are now the sole owner of them. All Marks owned by us and which we will license to you under the Franchise Agreement you will sign (see Exhibit “A” to this Disclosure Document) and which you will use to identify your Store as a Goin’ Postal franchised business are now registered (see dates of registration for each reflected below) on the United States Patent and Trademark Office principal register. There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, The Trademark Administrator of your or any other State or any Court; no pending infringement, opposition or cancellation; and no pending material litigation involving the principal trademarks to be used by you in owning and operating a Goin’ Postal franchised Store. We have filed all required affidavits for each of the Marks filed with the United States Patent and Trademark Office and none of our registered Marks have yet required renewal or are required to be renewed at this time. If our right to use the trademark, “Goin’ Postal”, in the designated classes of services for which it is registered is challenged, you may have to change to an alternative trademark, which may increase your expenses. On January 2, 2007, our predecessor, Goin’ Postal, Inc. (see Item 1 of this Disclosure Document for disclosures pertaining to Goin’ Postal, Inc.) entered into an Assignment of Trademark with us, and GPFC is now the sole and exclusive owner of the Marks and has the exclusive rights to establish Goin’ Postal franchises through use of the Marks depicted and/or described below.
Our composite Mark is depicted as follows:
Our registered Marks are described and depicted as follows:

**Word Mark**

**GOIN' POSTAL YOUR FRIENDLY NEIGHBORHOOD SHIPPING CENTER**

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Serial Number**

78372054

**Filing Date**

February 23, 2004

**Registration Number**

3083574

**Registration Date**

April 18, 2006

**Owner**

(REGISTRANT) Goin' Postal Inc CORPORATION FLORIDA 4941 4th Street, Zephyrhills FLORIDA 33542

(LAST LISTED OWNER) Goin' Postal Franchise Corporation, CORPORATION FLORIDA, 4941 4th Street, Zephyrhills, FLORIDA 33542 (Assignment Recorded)

**Type of Mark**

SERVICE MARK

**Register**

PRINCIPAL

**Live/Dead Indicator**

LIVE

---

**GOIN' POSTAL**

**Word Mark**

**GOIN' POSTAL**

**Mark Drawing Code**

(4) STANDARD CHARACTER MARK

**Serial Numbers**

78856562 (Class 16),

**Filing Date**

April 7, 2006

**Registration Number**

3274805

**Registration Date**

August 7, 2007

**Owner**

(REGISTRANT) Goin’ Postal Franchise Corporation, CORPORATION FLORIDA 4941 4th Street
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**GOIN' POSTAL**

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GOIN' POSTAL

Word Mark: GOIN' POSTAL

Mark Drawing Code: (4) STANDARD CHARACTER MARK

Serial Numbers: 78978229 (Class 35)
Filing Date: April 7, 2006
Registration Number: 3302660
Registration Date: October 2, 2007

Owner: (REGISTRANT) Goin’ Postal Franchise Corporation, CORPORATION FLORIDA 4941 4th Street Zephyrhills FLORIDA 33542 (Assignment Recorded)

Type of Mark: TRADEMARK, SERVICE MARK
Register: PRINCIPAL
Live/Dead Indicator: LIVE

Word Mark: GP

Mark Drawing Code: (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Serial Number: 78856614
Filing Date: April 7, 2006
Registration Number: 3279690
Registration Date: August 14, 2007
Delivering the Best of America

Word Mark

DELIVERING THE BEST OF AMERICA

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Serial Number

78856660

Filing Date

April 7, 2006

Registration Number

3360732

Registration Date

December 25, 2007

Owner

(REGISTRANT) Goin' Postal Franchise Corporation, CORPORATION FLORIDA 4941 4th Street Zephyrhills FLORIDA 33542 (Assignment Recorded)

Type of Mark

TRADEMARK. SERVICE MARK

Register

PRINCIPAL

Live/Dead Indicator

LIVE
GOIN' POSTAL

Word Mark: GOIN' POSTAL
Goods and Services: IC 039. US 100 105 G & S: Transportation services, namely arranging and managing shipping and delivery of goods and parcels for others by air and motor vehicle; packing of goods for others for transport by air and motor vehicle; arranging and managing postal services, namely, arranging and managing mail and parcel delivery; arranging delivery of documents, packages, and other freight for others by air or motor vehicle; transportation and delivery services, namely, arranging and managing same day shipment services; private mailbox rental. FIRST USE: 20031001. FIRST USE IN COMMERCE: 20031001

Mark Drawing Code: (4) STANDARD CHARACTER MARK
Serial Number: 78978230
Filing Date: April 7, 2006
Registration Number: 3654805
Registration Date: July 14, 2009

Owner: (REGISTRANT) GOIN' POSTAL FRANCHISE CORPORATION, FLORIDA 4941 4th STREET ZEPHYRHILLS FLORIDA 33542 (Assignment Recorded)

Type of Mark: SERVICE MARK
Register: PRINCIPAL
Live/Dead Indicator: LIVE

Postage for Patriots

Word Mark: POSTAGE FOR PATRIOTS
Goods and Services: IC 036. US 100 101 102. G & S: Charitable fundraising services, namely organizing and conducting fundraising events and clothing drives and using proceeds to provide free postage and shipping for sending packages and mail to military overseas.
Mark
Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77843152
Filing Date October 7, 2009
Registration Number 3887679
Registration Date December 7, 2010
Owner (APPLICANT) Goin' Postal Franchise Corporation; CORPORATION FLORIDA 4941 4th Street Zephyrhills Florida 33542
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

We do not claim as part of our registered trademark/service mark the use or depiction of the United States flag. Our postal deliveryman drawing and our slogan, “Delivering the Best of America”, both of which are part of our composite Mark, are part of our registered trademark/service mark. Our Mark, “Goin’ Postal” is registered under international classes IC16, IC 25, IC 35 and IC39. However, we do claim at this time the specific use of the United States flag as part of our composite Mark depicted above, and in our slogans, “Don’t Go it Alone…Go with Goin’ Postal”, “Sometimes, Goin’ Postal is the Only Way” and “Relieve Stress by Goin’ Postal”. We also claim as part of our Marks all trademark/service mark rights in and to each separate element of our Marks, including the text only elements of our Marks as they exist without any design elements, each independent design element of our composite Mark depicted above (other than the United States flag as used independent of our composite Mark), and all trademark/service mark rights resulting from any future amendments to any registered Marks filed with the United States Patent and Trademark Office or to any common law Marks.

We have also filed two (2) separate registration applications on the United States Patent and Trademark Office principal register for the trademark “Monkey Huggers” (Serial Number 85492351: Words and Designs; Serial Number 85803917: Words, Letters and Designs), and we have trademarks registered on the United States Patent and Trademark Office principal register for the trademark “Hut No. 8 Est. 2008” (Registration Number 4375928), the trademark “It’s Not Just A Style, It’s A Lifestyle…” (Registration Number 3660769), the trademark “ein Signs” (Registration Number 3591852), the trademark “Hut no. 8” (Registration Number 3663326), the trademark “Sir Face Lift/Sir Face Lift Give Your Cutting Board a New Sir-Face!” (Registration Number 3912338), and for the trademark “Brand Name Clothing Exchange” (Registration Number 4089220), all of which are unassociated with and inapplicable to your Goin’ Postal franchise and in which you will not have or possess any rights under this Disclosure Document or as part of your purchase of a Goin’ Postal franchise. You will, however, be subject to the same restrictions concerning your duplication or infringing misappropriations of such trademarks.

You must follow our rules when you use these Marks. You cannot use our name or Marks as part of a corporate name or with modifying words, designs or symbols except for those which GPFC licenses to
you as part of a franchise grant in accordance with this Disclosure Document and the Franchise Agreement. You may not use GPFC’s name or Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not use GPFC’s name, the “Goin’ Postal” name or any of GPFC’s Marks in a domain name, “URL” or as part of a website or other Internet presence except by entering into a Domain Name License Agreement with GPFC in form and content as Exhibit “L” attached to this Disclosure Document.

No agreements limit GPFC’s right to use or license the use of GPFC’s Marks in a manner material to Goin’ Postal franchises.

You must notify GPFC immediately when you learn about an infringement of or challenge to your use of our Marks. GPFC will take the action we think appropriate, and we have the right to control any administrative proceedings or litigation involving our Marks. While GPFC is not required to defend you against a claim against your use of our Mark, GPFC will reimburse you for your liability and reasonable costs in connection with defending, or participating in our defending, GPFC’s Marks. To receive reimbursement you must have notified GPFC immediately when you learned about the infringement or challenge.

You must modify or discontinue, at your expense, the use of a Mark if GPFC modifies or discontinues it. If this happens, you must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business.

GPFC does not know of any superior prior rights or infringing uses that could materially affect your use of GPFC’s Marks in connection with the operation of your Goin’ Postal Store within your State. When we refer to “our Marks/marks”, “our Marks/marks filed for registration” or a similar phrase, we are also including all non-registered trademarks and service marks, all trade names, and all common law marks, and rights therein, we have by virtue of our using them in interstate commerce (together with the associated rights to exclude others from using the same or confusingly similar marks for similar products or services within the area of geographic and market influence of us, our affiliates and/or our franchisees).

ITEM 14: PATENTS AND COPYRIGHTS

GPFC currently holds no patents to its business or to the Goin’ Postal franchises we offer, nor do we have any pending patent applications. You do not receive the right to use apart from your operating a Goin’ Postal franchise under this Disclosure Document or the Franchise Agreement any copyrighted materials produced for Goin’ Postal Stores, including proprietary information that is published in our confidential manuals and other materials and our proprietary computer software. We claim a copyright in numerous materials, including, without limitation, our Goin’ Postal deliveryman drawing, our Manuals, our website addresses www.goinpostal.com, www.goinpostalfranchisecorporation.com, www.sirfacelift.com, www.hutno8.com, www.monkeyhuggers.com, and www.einsigns.com, and all materials maintained by us in, on and at such website addresses (including advertising materials), and our GP Rate Pro 9.0 proprietary software. You must treat the information contained in the software, websites, Manuals and other manuals or supplemental material supplied by us as confidential trade secrets and must use all reasonable efforts to maintain this information as secret and confidential. The software, websites, and Manuals are our property and you may not duplicate, copy, disclose or disseminate the contents of the software, websites and Manuals at any time, without our prior written consent. We may modify or supplement the software, websites and Manuals upon notice or delivery to you. Upon the termination or non-renewal of your franchise, you must return all Manuals, website materials and software to us. All information about our Methods or Systems revealed in the Manuals or in our websites (including in particular but not limited to our password protected website Owners’ Section) constitutes confidential trade secrets, and you must at all times maintain, protect and safeguard the confidential nature of those materials.

You must not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for your personal benefit or for the benefit of any other person, partnership, association or corporation, any confidential information, knowledge or know-how concerning the method of operation of your Store which
may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Franchise Agreement, including information, knowledge, or know-how regarding our Systems and Methods. You may divulge this confidential information during the term of the Franchise Agreement only to those of your employees who must have access to it in order to operate your Store.

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

As an individual franchisee or as an “Owner” (an “Owner” is anyone owning an equity interest in a franchisee which is a business entity) of a franchisee which is a business entity (such as a corporation, partnership, or limited liability company), you have no obligation to personally participate in the everyday running of your franchised business, although it is your personal obligation to see that the franchise obligations and responsibilities under this Disclosure Document and the Franchise Agreement are performed. We do require on-site supervision of your Store by at least one primary operator. Your designated primary operator(s) must be a manager, an Owner or an employee, who has successfully completed all of our required franchise training programs. Your designated primary operator does not have to be an Owner if franchisee is a business entity. Irrespective of who serves as your designated primary operator(s), and irrespective of the fact that each person you designate to serve as a primary operator must successfully complete all of our required franchise training programs, you are personally responsible for any reports of service problems or violations of this Disclosure Document or the Franchise Agreement, no matter who actually commits the breach.

As your representatives, your chosen manager or other primary operator, as well as any 10% or greater percentage Owner in the franchisee entity (if applicable), must sign an agreement assuming and agreeing to be bound by this Disclosure Document and the Franchise Agreement, and the Non-Competition and Non-Solicitation Agreement (or other agreement to not disclose any sensitive or confidential information to any third party). You will sign the Non-Competition and Non-Solicitation Agreement irrespective of whether you are a primary operator.

If you are a partnership, limited liability company or corporation, all of your Owners (partners, members or shareholders, as the case may be), and their respective spouses, must personally guaranty payment and performance of your obligations under the Franchise Agreement, Non-Competition and Non-Solicitation Agreement and, if applicable, the Domain Name License Agreement. Those individuals may also be required to sign a confidentiality and non-disclosure agreement upon our request.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell and offer all services designated by GPFC to be core services of your Goin’ Postal franchise Store business and required of all franchisees (see Item 8 and Item 9). These core services are UPS, FedEx (or whatever combination of UPS and/or FedEx we may specify at any time), and The United States Postal Service shipping and mailing services. You must also provide as a core service both fax and copy service on site. Since our principal business is the franchising of Goin’ Postal Stores as outlined in this Disclosure Document, we will not change these core authorized goods and services absent a cessation of our conduct of this business. We may add to or suggest additional goods and services to the list of pre-approved services and products, but do not anticipate at this time adding to the list of mandatory core services.

You must receive approval for the sale of any services and products not on our pre-approved list of services and products and for those services and products on our pre-approved list which specify “with our approval”. Upon our approval of any new service or product, we will make the information available to other franchisees for the expansion of the chain and product offerings.

Though you are not required to use Intuit as your provider of merchant services such as credit card transactions, debit card transactions, electronic check services and related merchant services, your purchased Point of Sale Systems will not be able to automatically process and account for credit card transactions, debit card transactions, electronic check services and related merchant services.
transactions if you do not use Intuit (due to each Point of Sale System being programmed with Intuit’s QuickBooks Point of Sale software), and in addition to procuring alternate merchant service arrangements, you will need to purchase a separate credit card swipe machine (and any associated items) and manually type the dollar purchase amount into your Point of Sale System for each credit card transaction.

You will see a current list of our Pre-Approved Services and Products in Exhibit “F” attached to this Disclosure Document. A clear distinction is reflected on the Exhibit “F” list of Pre-Approved Services and Products between those services and products you may offer in connection with your Goin’ Postal Store and through use of our Marks, and those which you may only offer, with our prior written approval, as a separately delineated and independent adjunct business which you may not offer or conduct through use of our Marks or offer or conduct as part of the products and services available as part of your Goin’ Postal Store operations. Any approved independent business offering which you may not offer or conduct under the Goin’ Postal name or through use of any of our Marks must be located in a separate clearly delineated section of your Store, may not comprise more than 49% of the total revenues generated from all business activities conducted at your Store Location, and must have a clear and conspicuous disclaimer in form and content as the following: “_____________________________________________________[name or title of such independent business] is not sponsored or endorsed by, nor is it affiliated with, Goin’ Postal Franchise Corporation, the Goin’ Postal Franchise Network, or this independently owned and operated Goin’ Postal Franchised Store”.

You may under the limitations stated in this paragraph, sell ink and toner supplies and a larger scale selection of office supplies as an adjunct aspect of your Goin’ Postal Shipping Store and solely to the extent your inventory of such items for resale to your customers are purchased from and supplied by a vendor specified or approved in writing by GPFC.

You must use the approved location solely as a Goin’ Postal Store in strict accordance with the Franchise Agreement, the Store Set-Up Manual, the Operation Manuals, our Standards and Specifications, our Systems and Methods, and with any other agreements you will enter into with us as part of your being granted a Goin’ Postal franchise.

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

Item 17 Table:

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. See Exhibit “H” (if applicable) attached to this Disclosure Document for important information concerning the application of many of the provisions set out in the table below in your particular State.

<table>
<thead>
<tr>
<th>Provision</th>
<th>Section in Franchise or Other Agreement</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Length of the franchise term</td>
<td>Section 2</td>
<td>15 years (see, however, Section 2.1 and Section 12 of Franchise Agreement)</td>
</tr>
<tr>
<td>b. Renewal or extension of the term</td>
<td>Section 2</td>
<td>If you are in good standing, you can renew for successive periods of 15 years each as stated in the Franchise Agreement.</td>
</tr>
</tbody>
</table>

57 Franchisee’s Initials ______________
<p>| c. Requirements for franchisee to renew or extend | Section 2 | Sign new franchise agreement. <strong>By signing the then current franchise agreement on renewal, franchisees may be asked to sign an agreement with materially different terms and conditions than their original agreement.</strong> No renewal fee required to renew. No existing uncured defaults and must be current with all financial obligations to us and to third parties. Sample “Release” you may have to sign appears in Exhibit “H” under “Maryland” heading. |
| d. Termination by franchisee | Section 12.1 | Franchisor must be in material default; you must give us notice and opportunity to cure |
| e. Termination by Goin’ Postal Franchise Corporation without cause | Not Applicable | Not Applicable |
| f. Termination by Goin’ Postal Franchise Corporation with cause | Section 12.2 Section 12.3 Section 12.4 Section 12.5 | Goin’ Postal Franchise Corporation can terminate only if you default |
| g. &quot;Cause&quot; defined - curable defaults | Section 12.3 | You have 30 days to cure: any default not listed in Sec. 12.4 (“two strike” grace limit) |
| h. &quot;Cause&quot; defined – non-curable defaults | Section 12.4 | Non-curable defaults: conviction of felony, abandonment, trademark misuse and unapproved transfers; exceeding “two strike” grace on repeated curable defaults (even if cured); non-payment of fees and/or failure to file reports; see other non-curable defaults under Section 12.4 of Franchise Agreement |
| i. Franchisee’s obligations on termination/ non-renewal | Section 13 and Section 14 – See Exhibit “B” – Non-Competition and Non-Solicitation Agreement | Obligations include complete deidentification and dissociation and payment of amounts due (also see “r”, below) and you must cease use of our Marks and proprietary items; cease further involvement in any retail shipping business; payment of liquidated damages, if applicable |
| j. Assignment of contract by Goin’ Postal Franchise Corporation. | Section 11.1 | No restriction on Goin’ Postal Franchise Corporation’s right to assign Franchise Agreement |
| k. “Transfer” by franchisee – defined | Section 11.2 | Includes transfer of Franchisee Agreement or assets or ownership change |
| l. Goin’ Postal Franchise Corporation’s approval of transfer by franchisee | Section 11.2 and Section 11.3 – see also required Addendum attached as Exhibit “B” to Franchise Agreement | Goin’ Postal Franchise Corporation has the right to approve all transfers, but will not unreasonably withhold approval when conditions for transfer are met |</p>
<table>
<thead>
<tr>
<th></th>
<th>Conditions for Goin' Postal Franchise Corporation’s approval of transfer</th>
<th>Section 11.3 - see also required Addendum “B” to Franchise Agreement</th>
<th>New franchisee qualifies, transfer fee paid, purchase agreement approved, existing franchisee and new franchisee sign required Addendum (Exhibit “B” to Franchise Agreement), training arranged, release signed by you and current franchise agreement signed by new franchisee (also see “r”, below). Upon approved transfer, new franchisee receives a new 15 year term. A sample “Release” you must sign appears in Exhibit “H” under “Maryland” heading.</th>
</tr>
</thead>
<tbody>
<tr>
<td>m.</td>
<td>Goin’ Postal Franchise Corporation’s right of first refusal to acquire franchisee’s business</td>
<td>Section 11.5</td>
<td>Goin’ Postal Franchise Corporation has the right to match any offer for your business</td>
</tr>
<tr>
<td>n.</td>
<td>Goin’ Postal Franchise Corporation’s option to purchase franchisee’s business</td>
<td>Section 13.2 Section 14.6</td>
<td>Goin’ Postal Franchise Corporation can acquire tangible assets of franchised Store upon termination of Franchise Agreement</td>
</tr>
<tr>
<td>o.</td>
<td>Death or disability of franchisee</td>
<td>Section 11.4</td>
<td>Franchise must be assigned by estate to approved buyer or heir who qualifies as a franchisee within 6 months and new franchise agreement must be signed</td>
</tr>
<tr>
<td>p.</td>
<td>Non-competition covenants during the term of the franchise</td>
<td>Section 10.2 Section 12.4 – See Exhibit “B” – Non-Competition and Non-Solicitation Agreement</td>
<td>No involvement in competing business anywhere in U.S.</td>
</tr>
<tr>
<td>q.</td>
<td>Non-competition covenants after the franchise is terminated or expires</td>
<td>Sections 13 and 14 See Exhibit “B” – Non-Competition and Non-Solicitation Agreement</td>
<td>No competing business for 2 years (including after assignment or transfer) anywhere in U.S.</td>
</tr>
<tr>
<td>r.</td>
<td>Modification of the agreement</td>
<td>Section 18 and Section 21</td>
<td>No modifications generally, but Operations Manual and training are subject to change</td>
</tr>
<tr>
<td>t.</td>
<td>Integration/merger clause</td>
<td>Section 21</td>
<td>Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable</td>
</tr>
<tr>
<td>u.</td>
<td>Dispute resolution by arbitration or mediation</td>
<td>Section 20</td>
<td>Except for certain claims involving our intellectual property rights, all disputes must be mediated in Florida (see Exhibit “H” if applicable)</td>
</tr>
<tr>
<td>v.</td>
<td>Choice of forum</td>
<td>Section 20</td>
<td>Litigation must be in Florida (see Exhibit “H” if applicable)</td>
</tr>
<tr>
<td>w.</td>
<td>Choice of law</td>
<td>Section 20</td>
<td>Florida law applies (see Exhibit “H” if applicable)</td>
</tr>
<tr>
<td></td>
<td><strong>ITEM 18: PUBLIC FIGURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goin’ Postal Franchise Corporation does not use any public figure to promote its franchise.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee’s 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 Marcus Price, CEO, at 4941 4th Street, Zephyrhills, Florida 33542 or (813) 782-1500, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2010 to 2012

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
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<tbody>
<tr>
<td>Outlet Type</td>
<td>Year</td>
<td>Outlets at the Start of the Year</td>
<td>Outlets at the End of the Year</td>
<td>Net Change</td>
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<tr>
<td>Franchised</td>
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<td>235</td>
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<tr>
<td></td>
<td>2013</td>
<td>239</td>
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<td>Company-Owned</td>
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<tr>
<td></td>
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<td>Total Outlets</td>
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<td></td>
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<td></td>
<td>2013</td>
<td>240</td>
<td>245</td>
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Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2010 to 2012

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<tr>
<th>Column 1</th>
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<tbody>
<tr>
<td>State</td>
<td>Year</td>
<td>Number of Transfers</td>
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<tr>
<td>WI</td>
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</table>
### Table No. 3
**Status of Franchised Outlets**
For years 2010 to 2012

<table>
<thead>
<tr>
<th>Col. 1</th>
<th>Col. 2</th>
<th>Col. 3</th>
<th>Col. 4</th>
<th>Col. 5</th>
<th>Col. 6</th>
<th>Col. 7</th>
<th>Col. 8</th>
<th>Col. 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>Year</td>
<td>Outlets at Start of Year</td>
<td>Outlets Opened</td>
<td>Terminations</td>
<td>Non-Renewals</td>
<td>Reacquired by Franchisor</td>
<td>Ceased Operations Other Reasons</td>
<td>Outlets at End of Year</td>
</tr>
<tr>
<td>AK</td>
<td>2011</td>
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<td>0</td>
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### Table No. 4

**Status of Company-Owned Outlets**

**For Years 2010 to 2012**

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Table No. 4

**Status of Company-Owned Outlets**

**For Years 2010 to 2012**

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<th>Col. 3</th>
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<td>Outlets Closed</td>
<td>Outlets Sold to Franchisee</td>
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### Projected Openings As Of December 31, 2012

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**LIST OF CURRENT GOIN’ POSTAL FRANCHISEES AS OF DECEMBER 31, 2013**

**AL**
Bobbi L K Hanson, 2036 Cherokee Road, Alexander City AL 35010
Mongsters Ink LLC, 5850 Hwy 53, Suite J, Harvest AL 35749
Prasheel R Gukanti, 1593 Hughes Road STE D, Madison AL 35758
Sue Turrentine, 388 Summerford Orr Road, Falkville, AL 35622
Craig Carter, 1001 Martin Street South, Pell City AL 35128

**AR**
Mike Montgomery, 1305 W. Kings Highway Suite 3, Paragould AR 72450
Mike Montgomery, Scott Stewart, 112 West Elm, Walnut Ridge AR 72476

**AZ**
Amy & Tim Pettigrew, 6832 South Kings Ranch Rd. STE 2, Gold Canyon AZ 85228

**CA**
Gary Young, 11000 Brimhall Rd., Bakersfield CA 93312
Margarita Esparza, 4550 Coffee Road, Bakersfield CA 93308
Debra Stewart, 5480 Philadelphia Street, Chino CA 91710
Fadi Bedoosh, 1840 Shaw Ave STE 105, Clovis CA 93611
Kevin & Liz Gregory, 187 E Polk St., Coalinga CA 93210
Sharri Sesslin, 1433 Meredith Road, Fallbrook, CA 92028
Harold & Patricia Kern, 11310 Prospect Drive, Jackson CA 95642
Kevin Tonn & Roy Macy, 11310 Prospect Drive, Jackson CA 95642
Paul Aliman, 22641 Lake Forest Drive STE B5, Lake Forest CA 92630
Benjamin Carranza, 1166 Glendale Blvd., Los Angeles CA 90026
Israel, Jonathan & Cristhia Olguin, 24559 Alessandro Blvd STE O, Moreno Valley CA 92553
Elizabeth & Alba Lew, 1748 Toulumne Street, Vallejo CA 94589
Donald & Elizabeth Thompson, 58080 29 Palms Highway STE H, Yucca Valley CA 92284-2957

**CO**
Christopher T & Maria Susan R Ventura, 5225 W 80th Ave, Arvada CO 80003

**FL**
Goin’ Postal Franchise Corporation, 4941 4th Street, Zephyrhills, FL 33542; Ph: 813-783-1315
Ronak A. Limbachia, 3030 Est. S.R 436 Ste. 184, Apopka FL 32703
Shane Robb, Shane Wallace & Annette R Tomlinson, 10020 Coconut Road, Bonita Springs FL 34135
Megan Andersen, 416 S Broad Street., Brooksville, FL 34601.
Wayne & Karen Stumpf, 1285 Seminola Blvd STE 117, Casselberry FL 32707
Albert Mallett, 1550 McMullen Booth RD, Clearwater FL 33759
Steve & Luz Hage, 1730 E. Hwy 50, Clermont FL 34711
Steven & Luz Hage, 16745 Cagan Crossings Blvd , Clermont FL 34714
Jennifer Waller, 14247 7th Street, Dade City FL 33523
Margaret Digan, 42625 Highway 27 N STE C1, Davenport FL 33837-6802
Charles & Robin Allen, 11150 N. Williams St, Suite 108, Dunnellon FL 34432
Joseph Wilson, 1101 N US Hwy 1, Port Pierce FL 34950
Craig Lindberg & Elizabeth Lindberg, 7789 South Suncoast Blvd, Homosassa FL 34446
Sarah and Shanon Wood, 7643 Gate Parkway , Jacksonville FL 32256
Paul McArthur, 6271 St. Augustine Road, Jacksonville FL 32217
Rosemary McCoy, 1523 Chaffee Rd., Jacksonville FL 32221
Shane Husbands & Dale Husbands, 2307 Boggy Creek Road, Kissimmee FL 34744
Joanne & James Richie, 248 N. Kentucky Avenue, Lakeland FL 33801
Margaret Digan, 2945 Duff Rd, Lakeland FL 33810
James Highsmith, 4672 E. CR 540A, Lakeland FL 33813
Margaret Digan, 2945 Duff Rd, Lakeland FL 33810
James Highsmith, 4672 E. CR 540A, Lakeland FL 33813
Roberto Valdes Daussa, 4234 SW 152nd Ave., Miami FL 33185
 Mildred Chacon, 7550 Mission Hills Drive, Naples FL 34119
Gina and Ed Metz, 4888 Davis Blvd., Naples FL 34104
David Richards, 7550 Mission Hills Drive, Naples FL 34119
Bob Kyle and Rob Kyle, 9113 Ridge Road, New Port Richey FL 34654
Robert J Kyle, & Tracy Harrelson, 6432 Massachusetts Ave, New Port Richey FL 34653-2532
Kathy List, 3777 NE 163rd St, North Miami Beach FL 33160
John Phillip, 13624 Tamiami Trail, North Port FL 34287
Bret and Cindy Bush, 2659 NE 35th St., Ocala FL 34479
Richard Morales & Angel Martinez, 9145 Narcossee Road, Orlando FL 32827-5768
Joe Broadus, Jim Hensel & Shannon Ivey, 1334 Tampa Road, Palm Harbor FL 34683
Nancy & Richard Thornton, 9753 66th Street North, Pinellas Park FL 33782
David Singh, 378 SE Port St. Lucie Blvd., Port St. Lucie FL 34984
Alan & Gale Decker, 3609 Sebring Parkway, Sebring FL 33870
Alan & Gale Decker, 6223 US 27 N (Next to Subway in the Sun N’ Lake Plaza), Sebring FL 33870
Ed C. Jones, 2398 Commercial Way, Spring Hill FL 34606
David & Jun P. Tankersley, 2465 US HWY 1 S, St. Augustine FL 32086
Shannon Ivey, Joe Broadus & Jim Hensel, 1700 66th Street North, St. Petersburg FL 33710
Michael B Sullivan, 5810 N Monroe St, Tallahassee FL 32303
James E. & Joanne J. Lemuel, 5811 S. Dale Mabry Hwy., Tampa FL 33611
Michelle Zacharias, 14849 N. Dale Mabry Highway, Tampa FL 33618
Lynn & Tom Geng, 27221 State Road 56 (Next to Sports & Field), Wesley Chapel FL 33544
John Outland, 402 Cypress Gardens Blvd, Winter Haven FL 33880
Roja Settles, 3305 Acworth Oaks Drive NW STE 200, Acworth GA 30101
John & Elliott Ware, 2825 Washington Rd STE A, Augusta GA 30909
Arthur H. Priest, 1408 Tallahassee Hwy, Bainbridge GA 39819
Dale & Ronda McCarty, 106 East Hwy 80 Ste. 80, Bloomington IL 31302
Goerge Hohnke & Alisha Howard, 115 Village @ Glynn Place, Brunswick GA 31525
Trey Sharpton and Dr. Bill Sharpton, 24 Chechero St STE 3, Clayton GA 30525
Donna & John Gayden, 1851 Riverside Parkway, Douglasville GA 30135
Bruce and Grace Plantzer, Ingles Plaza on 515 170 Old Orchard Square, East Ellijay GA 30540
Gary & Beatrice Campbell, 7433 Spout Springs Rd, Flowery Branch GA 30542
Anthony Bailey, 426 N. Expressway, Griffin GA 30223
John E. Ware, Michael B. Ware, Rudy Card, 5108 Wrightsboro Road STE A, Grovetown GA 30813-2876
James R. Murray, 101 S. Main St., Hiawassee GA 30546
Robert Aderholt, Carolyn Aderholt, Tom Aderholt, 745 Chastain Road, STE 1140, Kennesaw GA 30144
Verlez L. Wells, 2325 Powder Springs Road STE 1000, Marietta GA 30064
Daniel Alvin, 147 Shady Grove Lane, Savannah GA, 31419
Joy Tyler & Marcie Craig, 40 Villa Rosa Road STE A, Temple GA 30179
Tina Ford, 1325 Hwy 19 North Ste. A, Thomaston GA 30286
Jason & Ingrid Varn, 1109 E. First Street, Vidalia GA 30474
Joshua Lee & Donna Lee, 6424 Bells Ferry Road, STE 136, Woodstock GA 30189
Tim & Laurie Burns, 9853 North Alpine, Machesney Park IL 61115
Mike, Misty & Jaxin Reed, 210 Hartman Lane, STE 300, O Fallon IL 62269
Phillip & Jo Ann Grismer, 352 w state street, Sycamore IL 60178
Larry & Sharon Gilbert, 206 W. North Street, Columbia City IN 46725
Eric Linton & Mark Levenda, 1913 N. Greensburg Crossing, Greensburg IN 47240
John & Kim Ragusa, 1670 W McClain Avenue, Scottsburg IN 47240
Kenneth and Christina Elkins, 816 N. Main St., Lansing KS 66043
Earl Wetzel & Sharon Chancy Croans, 21890 S. Webster Street Suite A, Spring Hill KS 66083
James Michael Jones, 1965-B Brandenburg Road, Brandenburg KY 40108
Robyn Thomas, 601 RobinBrooke Blvd., Suite 100, Elizabethtown KY 42701
Jennifer McClain, 3801 Dylan Place, Suite 116, Lexington KY 40514
Jerome L Bussey, 1679 N. Wilson Rd, Suite 108, Radcliff KY 40160
William Lowery & Frank Sicuro, 3770 Monroe Hwy, 165 Suite C, Pineville LA 71360
Edward Allen, 2916 Cypress Street, West Monroe LA 71291
Frank & Fumie Brooks, 375 College Street, Amherst MA 01002
Frank & Fumie Brooks, 1271 Memorial Drive, Chicopee MA 01020
Frank & Fumie Brooks, 137 Damon Road, Northampton MA 01060
Jigesh Patel, 2505 Lord Baltimore Dr, STE A, Windsor Mill MD 21244
Scott Peacock / Cindy Mouliston, 120 Center Street, Auburn ME 04210
Bill Holmquist / Scott Peacock, 231 Main Street, Norway ME 04268
Tamia Gildden, 26 North Street, Presque Isle ME 04769
Dale Crafts, 7 Center Park Rd, Topsham ME 04086
Samson Kebede & Samuel Nigussie, 4860 Washtenaw Ave, STE I, Ann Arbor MI 48108
Kimberly Perez & Steve Allen, 42807 Ford Road, Canton MI 48187
William C Drake, 39011 Harper Ave, Clinton Twp MI 48036
Mike Clabuesch & Lucia Valeriano, 1421 N. Leroy St., Benton MI 48430
Eddie Barash & Gerald Voss, 1079 E. 9 Mile Road, Hazel Park MI 48030
Holly Liu, 30755 Grand River Ave., Novi MI 48375
Victor Hui-Wee, 409 Oaks Crossing, Plainwell/Otsego/Kalamazoo MI 49080
Talal Mukhtar, 16970 E. 13 Mile Road Suite C, Roseville MI 48066
Suzanne Weinberg, 25590 York Road, Royal Oak, MI 48067
Roy Hodge, 8057 Miller Road, Swartz Creek MI 48473
Gregory Gabbara, 4301 Orchard Lake Rd., West Bloomfield MI 48323

MN
Brian Edlund, 5585 LaCentre Ave NE, Albertville MN 55301
Guy & Maureen Ramsey, 1402 Broadway St STE 5, Alexandria MN 56308
Carol & Jeffrey Saltzwedel, 103 Holmes Street East, Detroit Lakes MN 56501
Jesse & Julie Swenson, 825 North Tower Road, Fergus Falls MN 56537

MO
Danial J. & Beverly G. Dirck, 7701 NW Prairie View Rd, Kansas City MO 64151
Larry & Angela Reed, 649 C. W. 92 Hwy., Kearney MO 64060
Mark & Tina Wiegard, 6311 Ronald Reagan Drive, Lake St Louis MO 63367
Pride & Catherine Fox, 1302 Platte Falls Rd STE D, Platte City MO 64079
Josh L Paschall & Renee L Paschall, 2001 North 7 Hwy., Pleasant Hill MO 64080
Jeanne Desmond, 9849 Manchester Rd STE 5, Rock Hill MO 63119

NC
LYFE Enterprise, 1370 Hwy 24/87, Cameron NC 28326
Sujal Patel, 860 Vandalia Drive, Cary, NC 27519
Vic and Shirley Bragman, 6255 TownCenter Drive, Clemmons NC 27012
Robert & Louise Brothers, 1166 Perkins Lane, Elizabeth City, NC 27909
Adrian S Bryson, 353 Carolina Mountain Drive, Franklin NC 28734
April Epps and Samuel Harris, 3101 Esteswood Court, Greensboro, NC 27406
Leslie & Bob Servicky, 14562 US Highway 17 N STE 8, Hampstead NC 28443
Manisha & S.K. Patel, 2620 S Main Street STE 132, High Point NC 27263
Sabrina Bentley-Thompson, 3059 N. Main Street, Hope Mills NC 28348
Michael Fink, 6640-I Old Monroe Road STE I, Indian Trail NC 28079
Phoebe Mayberry / Leon Mayberry, 6640-I Old Monroe Road STE I, Indian Trail NC 28079
Nathan Wooten, Jill Cooper & Justin Hooker, 124 Five Forks St., King NC 27021
Bob Black, 510 Liberty Hill Rd., Lumberton NC 28358
Tasha P. Brown, 195 Cooper Creek Dr STE 101, Mocksville NC 27028
Billy Dean Oakley, 707 West Pine Street, Mount Airy NC 27030
Levi Samuels, 1155 N Bragg Blvd, Spring Lake NC 28390
Mark & Nicole Burnham, 440 White Horse Pike, Atco NJ 08004
Young Jun Kim, 463 Livingston Street, Norwood NJ 07648
Tom Goodwin, 410 Route 57 East, Washington NJ 07882

ND
Andrea Hoffner, Dawn & Nick Michaels, 4265 45th Street South #111, Fargo ND 58104

NE
Chuck Lewis, 4211 S. 33rd St., Lincoln NE 68506
Dr. Bennett Achigbui, 13535 Paul Circle, Omaha, NE 68184
Dan L. & Wanda Martin, 663 N. 132nd Street, Omaha NE 68154

NJ
Mark & Nicole Burnham, 440 White Horse Pike, Atco NJ 08004
Young Jun Kim, 463 Livingston Street, Norwood NJ 07648
Tom Goodwin, 410 Route 57 East, Washington NJ 07882

NV
Traci Haslam, 171 Silver Street, Elko NV 89801
Amy & Bryan Lawe, 6955 N Durango Drive, STE 1115, Las Vegas NV 89149
Bruce & Susan Weber, 6365 Simmons St, Las Vegas NV 89031

NY
Katie & Rick Kegresse, 101 Main Street, Penn Yan NY 14527

OH
Tony Yancey, 2458 N Gettysburg Ave, Dayton OH 45406
Jan, Roy & Trey MacDonald, Bud & Dorothy Jackson, 925 S. Clinton St., Defiance OH 43512
Donald and Linda Merryman, 29 Edgewood Drive, Grafton, OH 44044
Emad A. Shenouda, 2344 Shewee Rd, Lima OH 45805
David & Linda Westgerdes, 1268 East Ash Street, Piqua OH 45356

OK
Desiree McGarty, 720 N Commerce, Ardmore OK 73401

OR
Patty Davenport, 630 Hickory Street NW, Albany OR 97321
Matthew Boyd, 729 South Main Street, Myrtle Creek OR 97457
Dave Smith, 4880 Grange Road, Roseburg OR 97471

PA
George Butler, 250 South Duffy Road, Butler PA 16001
Hitendra Patel & Harsh Zaveri, 4755 W Tilghman St, Allentown PA 18104
milan dalsania, 6366 Hamilton Blvd, Allentown PA 18106
Shane D Kilmore & V Eugene Kilmore, 247 S. Spring Garden St., Carlisle PA 17013
Brian J Marra, 406 Painter Ave, Natrona Heights, PA, 15065
Gayle Gavin, 822 Vanderbilt Rd., Connellsville PA 15425

73 Franchisee’s Initials ______________
Shane & Gene Kilmore, 844 N. US Route 15 STE 9, Dillsburg PA 17019-1617
Karen Ann Adams, 279 Kindig Rd., Littlestown, PA 17340
Denise Lapsansky, 2430 Butler Street, Easton PA 18042
Kevin Mauk, 210 Crossings Blvd., Elverson PA 19520
John Perrott & Dave Westwood, 5360 Lincoln Highway STE 3, Gap. PA 17527
Karen Ann Adams, 1863 Gettysburg Village Dr., Gettysburg PA 17325
Christine Malcom, 136 Creamery Road, Elverson, PA, 19520
Oleg Gapon, 2030 County Line Rd , Huntingdon Valley PA 19006
Rebecca Brittain, 129 S. Main Street, Lewistown PA 17044
Nancy Cusack, Goin’ Postal Brodheadsville, 309 Big Ridge, East Stroudsburg, PA 18301
Gayle Gavin, 324 Countryside Plaza, Mt. Pleasant PA 15666
Michelle V Pugliese, 76 Highlands Mall Shoppes, Natrona Heights PA 15065
Bernice and Sean Skelton, 139 Roboda Blvd, Royersford PA 19468
SC
Darryl W Gardner, 864 Parris Island Gateway, #F, Beaufort SC 29906
Phil & Leigh Hemingway 140 Ben Sawyer Blvd., Suite 1101, Mount Pleasant SC 29464-5525
Nat & Chris Jones, 3022 South Morgan’s Point Rd, Mt Pleasant SC 29466
Jim & Dee Struchen, 111 East Marion Ave., North Augusta SC 29841
David Jackson, 7740 Augusta Road, Piedmont SC 29673
TN
James Levins, 6688 Nolensville Rd., Brentwood TN 37027
Cathy Sorter & Gayle Anderson, 1289 Northfield Dr., STE 1, Clarksville TN 37040
Michael Porter, 111 Durkee Road NE, Cleveland TN 37323
Donald Sundquist, Jr., 377 West Jackson St., STE 1B, Cookeville TN 38501
Robert K Sloan, 11803 Kingston Pike, Farragut TN 37934
Kenneth Leeth, 188 Front St, Ste 116, Franklin TN 37064
Randy & Lisa Johnston, 9050 Carothers Parkway STE 104, Franklin TN 37067
George Climer, 1441 New Highway 96 West, Franklin TN 37064
Jennifer Shrum, Mike Marshall, 632 Highway 52 By Pass W, Lafayette TN 37083
Robert & Inessa Sloan, 1776 W Lamar Alexander Pkwy, Maryville TN 37801-3784
Audrey McKinney, 4899 Summer Ave, Memphis TN 38122
Michael & Terry Bogen, 425 N. Thompson Lane, Murfreesboro TN 37129
Kerry Tang & Scott Brewer, 5612 Nolensville Road, Nashville TN 37211
TX
Viresh Patel, 9300 South IH35 STE A-500, Austin TX 78748
Donald ‘Don’ Haygood, 10716 Sierra Oaks, Austin, TX, 78759
Mark & Renee Gray, 201 Hunters Crossing Blvd STE 10, Bastrop TX 78602
Deborah & Lane Triesch, PO Box 514, Blanco, TX 78606
Manuel & Karen Treviño, 836 E Renfro St, Burleson TX 76028-5018
Suzanne Drucker & Jeffrey Drucker, 18382 FM 306, Canyon Lake TX 78133
Wall Family, 9201 Warren Parkway, Frisco TX 75035
Narciso & Esmeralda Solis, 8205 N Doffing Rd., STE C, Mission TX 78574
Bhaakar Patel & Tejal Patel, 5614 W Grand Parkway South, Richmond TX 77406
Christiane Pitzen, 4500 E. Palm Valley Blvd., Round Rock TX 78665
Debbra & Tanya Lewis, 9827 Potranco Road, San Antonio TX 78251
K. Frank Lin, 18868 Stone Oak Pkwy, San Antonio TX 78258
Rick Black and Jerry Becker, 609 N. Hwy 175 (S.E. of Hall Rd.), Seagoville TX 75159
Patty Pena, 1205 Melrose, Victoria, TX 77901
Brian & Tamara Scherry, 111 North Main Street, Vidor TX 77662
Dennis Gioux, 114 N. 4th Street, Wills Point TX 75169
UT
Kary Smith, 124 S Main, Cedar City UT 84720
Marsha A. Pensis, 13 South Main Suite E, Parowan UT 84761
VA
Steve and Marty Weir, 236 Carmichael Way, Suite 300, Chesapeake VA 23322
Ernest & Cynthia Parrish, 1188 Big Bethel Road, Hampton VA 23666
Brenda & Rhonda, 1414 E. Pembroke Ave, Hampton VA 23663
John F Wilson, 1414 E Pembroke Ave, Hampton, VA 23663
Pamela Murphy, 620 Stoney Creek Lane STE 19, Newport News VA 23608
Todd & Margie Curtis, 458-C Wythe Creek Rd, Poquoson VA 23662
Cynthia Parrish, 2973 Shore Drive, Virginia Beach VA 23451
WA
Michelle Arousia, 1102 Supermall Way, Auburn WA 98001
Jerome Gunarso, 14725 NE 20th St STE D, Bellevue WA 98007
Sara J Fahy, 9013 Key Penninsuila Hwy N Lakebay, WA 98349
Thomas & Kris Taylor, 1616 S Gold Street Suite #5, Centennial WA 98531
Trish Nelson, 1105 Basin Street SW, Ephrata WA 98823
Charles Ellis, 9013 Key Penninsuila Hwy N, Lakebay WA 98349
WI
Andrew Perfetti, 816 Tower Ave., Superior WI 54880
Rebecca Loomans, 607 24th Ave , Wausau WI 54401
Terrence R Doyle, 300 S Koeller St, Oshkosh WI 54902
WV
Brian & Janette Woofter, 4000 State Route 34, Suite 2, Hurricane WV 25526
74  Franchisee’s Initials ______________
FRANCHISE TERMINATIONS INCLUDING NONRENEWALS AND TRANSFERS

The name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every Franchisee who has had a Store franchise terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the period from January 1, 2013 through December 31, 2013, or who has not communicated with us within ten (10) weeks of December 31, 2013, are as follows:

If you buy this franchise, your contact information may be disclosed in the future to other buyers when you leave the franchise system.

Terminations

Keith S Pederson, 515-240-6669, 118 SW. Arlan Dr., Ankeny, IA, 50023
Bruce & Susan Weber, 702-240-3011, 3704 Treasure Bluff ct, Las Vegas, NV, 89129
Sing (Mary) Chen, 239-567-9263, 1961 Corona Del Sire Drive, North Ft. Myers, FL 33917
Roderick Wada, 408-218-9313, 3671 Satinwood Drive, San Jose, CA, 95148

Transfers

Gary Young, 3101 Victoria Way, Bakersfield, CA 93309, Ph:661-979-0786
Donald & Elizabeth Thompson and Yvonne Rohr, 6577 Quail Springs Avenue, Twenty-nine Palms, CA 92277, Ph:760-413-6473
Rosemary McCoy, 1523-12 Chaffee Road S, Jacksonville, FL 32221, Ph:904-631-5906
Richard Morales & Angel Martinez, 2550 Cheval st st 106, Orlando, FL 32828, Ph:4074593642
Gary & Beatrice Campbell, 2265 Democracy Drive, Burford, GA 30519, Ph:678 361-6947
James R. Murray, 3615 Fodder Creek Road, Hiawassee, GA 30546, Ph:706-781-5432
Jason & Ingrid Varn, 107 boulevard Dr, Vidalia, GA 30474, Ph:9122450822
Lisa L. Pyeatt, 125 Sterritt Run, Waterloo, IL 62298, Ph:618-447-7245
William C Drake, 29340 Grandview, Harrison Township, MI 48045, Ph:586-615-7130
Jesse & Julie Swenson, 24670 W. Rivers Bend Rd., Fergus Falls, MN 56537, Ph:218-205-8750
Gary & Stacey Williams, 707 West Pine Street #600, Mount Airy, NC 27030, Ph:704-363-3157
Christianne Pitzen, 149 Justin Leonard Dr., Round Rock, TX. 78664, Ph:512-970 -5566
Stacy & Vicki Smith, 925 Forrest Lane, Vidor, TX 77662, Ph:409-460-1679
Trish Nelson, 126 E Street SW, Ephrata, WA 98823, Ph:509-797-5130

Except for confidentiality obligations pertaining to our trade secrets and other confidential and proprietary properties, and except for covenants within the Franchise Agreement and Non-Competition and Non-Solicitation Agreement prohibiting franchisees from engaging in any business practice or conduct or doing anything else injurious or prejudicial to the goodwill or reputation associated with our Marks, Method or Goin’ Postal Franchise Chain, no franchisee has signed or is requested to sign a confidentiality agreement restricting their ability to speak openly about their experience with the Goin’ Postal Franchise System. There exists no trademark-specific franchisee organization associated with the Goin’ Postal Franchise System.
Goin' Postal Franchise Corporation’s audited financial statements for its most recent three fiscal years of operations appear within Exhibit “I” attached to this Disclosure Document, including the balance sheets at December 31, 2013 and December 31, 2012, and the related statements of operations, shareholders’ [deficit] equity and cash flows for the fiscal years ended December 31, 2013, December 31, 2012 and December 31, 2011.
ITEM 22: CONTRACTS

Attached to this Disclosure Document are copies of the following agreements you will be required to sign and deliver to Goin’ Postal Franchise Corporation at 4941 4th Street, Zephyrhills, Florida 33542 as part of your purchase of a Goin’ Postal franchise:

A. Franchise Agreement
B. Non-Competition and Non-Solicitation Agreement
C. Personal Data Disclosure and Franchisee Ownership Information Form
D. Credit Card and Designated Account Authorization Form
E. Listing of State Administrators, and Agents for Service of Process
F. Pre-Approved Products and Services
G. Instructions: Steps to Becoming a Goin’ Postal Franchisee
H. State Specific Addendum (as applicable)
I. Financial Statements
J. Turn-Key Store Agreement (as applicable)
K. Continuing Personal Guaranty (as applicable)
L. Domain Name License Agreement (as applicable)

(This space intentionally left blank; Item 23 appears on the next page)
ITEM 23: RECEIPTS

NOTE: Two Receipts are attached and appear as the last pages at the end of this Disclosure Document which, if interested in purchasing a Goin’ Postal franchise, you are to complete, sign and return per the Instructions appearing as Exhibit “G” to this Disclosure Document. On one of the Receipt pages, you must enter the exact date you received this Disclosure Document from us (which date you enter must be at least 14 calendar days before you sign the Franchise Agreement or make any payment to us). You must then sign that particular Receipt and return it to us per the Exhibit “G” Instructions attached to this Disclosure Document. The other Receipt page you should complete and retain for your records.
THIS AGREEMENT IS ENTERED INTO EFFECTIVE ON THE DATE OF FRANCHISOR’S SIGNATURE APPEARING AT THE END OF THIS AGREEMENT (THE “EFFECTIVE DATE”), BY AND BETWEEN GOIN’ POSTAL FRANCHISE CORPORATION, A FLORIDA CORPORATION, WHOSE PRINCIPAL ADDRESS IS 4941 4TH STREET, ZEPHYRHILLS, FLORIDA 33542 (HEREINAFTER REFERRED TO AS “GPFC” OR SOMETIMES REFERRED TO AS “FRANCHISOR”) AND THE PERSON OR PERSONS OR LEGAL ENTITY LISTED BELOW DESCRIBED AS “FRANCHISEE” (HEREINAFTER REFERRED TO AS “FRANCHISEE”, WHICH, FOR PURPOSES OF THE OBLIGATIONS OF FRANCHISEE DESCRIBED IN THIS AGREEMENT, SHALL INCLUDE EACH AND EVERY INDIVIDUAL SIGNING ON BEHALF OF FRANCHISEE HEREBEFLOW).  IF THE DISCLOSURE DOCUMENT WHICH WAS FURNISHED TO FRANCHISEE AND WHICH INCLUDED THIS FRANCHISE AGREEMENT ALSO INCLUDED AN ATTACHED EXHIBIT “H”, THIS AGREEMENT IS MADE SUBJECT TO ANY APPLICABLE PROVISIONS OF ANY EXHIBIT “H” ATTACHED TO THE DISCLOSURE DOCUMENT WHICH SPECIFICALLY AND EXPRESSLY RELATE TO THE STATE OF FRANCHISEE’S RESIDENCY (SEE SECTION 20.6 OF THIS AGREEMENT).

FRANCHISOR (“GPFC”):  GOIN’ POSTAL FRANCHISE CORPORATION, A FLORIDA CORPORATION

FRANCHISEE:  FULL LEGAL NAME
*Should be the same entity/individuals listed in Exhibit “C” to the Disclosure Document, Part II, Franchise Ownership Information Form.

LOCATION OF FRANCHISEE’S GOIN’ POSTAL STORE (THE “LOCATION”):

(street address)

(city)       (state)       (zip code)

GOIN’ POSTAL STORE #:  ___________ (THE “FRANCHISEE’S STORE”)
RECITALS

WHEREAS, GPFC is the owner of all rights, title and interest in and to those certain trademarks, service marks, logos, indicia of origin and trade names, and all related registrations and applications for registrations as more particularly described in the registration files designated by Registration Number 3083574, Registration Number 3274805, Registration Number 3283156, Registration Number 3302660, Registration Number 3279690, Registration Number 3360732, Registration Number 3654805, and Registration Number 3887679, together with any and all amendments thereto, including, in particular, but not limited to, “Goin’ Postal”, “Goin’ Postal Your Friendly Neighborhood Shipping Center”, “Delivering the Best of America”, “Postage for Patriots”, and all similar, related, comparable and derivative names, marks and logos, and all registered and common law trademark, service mark and trade name rights and interests reflected in the depiction of the composite mark appearing on Exhibit “A” attached to this Agreement and incorporated in this Agreement by this reference, and GPFC owns, and will own, as applicable, any and all other current and future trade names, trademarks, service marks and logos associated with Goin’ Postal franchises, including our website addresses (www.goinpostal.com; and www.goinpostalfranchisecorporation.com); and all website materials, and our current advertising slogans, “Don’t Go it Alone…Go with Goin’ Postal”, “Sometimes Goin’ Postal is the Only Way”, and “Relieve Stress by Goin’ Postal” (collectively, all of the foregoing, including each separate text only element and each separate design element, being referred to in this Agreement as the “Marks”);

WHEREAS, GPFC owns and has the rights to license and franchise the Marks, including “Goin’ Postal”, the distinctiveness and value of which are acknowledged by the Franchisee;

WHEREAS, GPFC has developed and continues to develop know-how and a comprehensive method for establishing, equipping, designing, marketing, managing and operating franchised stores under the Marks which provide authorized postal, packaging, shipping, business services, and other authorized goods and services through retail locations (hereinafter, the “Method”);

WHEREAS, Franchisee acknowledges substantial goodwill and business value in the Marks and Method and Franchisee understands and accepts the importance of GPFC’s standards and specifications (hereinafter, the “Standards”) for quality, appearance, and service to the value of the Marks and the Method, and the necessity of operation of Franchisee’s business activities in conformity with the Method and with the services, sales development programs and other related business practices GPFC has developed as part of the Method for use by all franchisees in the Goin’ Postal franchise chain (“GPFC’s Goin’ Postal Franchise Chain”) as it exists from time to time during the “Term” hereof; and

WHEREAS, Franchisee desires to acquire from GPFC, and GPFC is willing to grant Franchisee, a Goin’ Postal franchise upon the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE FEES AND OTHER SUMS PAYABLE BY FRANCHISEE AND THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF FRANCHISE

1.1 Store Location

a. GPFC hereby grants Franchisee, and Franchisee hereby accepts, the right and license during the Term (i) to use and display the Marks; (ii) to operate solely one (1) Goin’ Postal franchised store designated as Goin’ Postal Store No._____ (hereinafter such Store No. being referred to as the “Franchisee’s Store”, and the individual Goin Postal franchised stores within GPFC’s Goin’ Postal Franchise Chain, in general (including any owned or operated by GPFC or one of its affiliates), being referred to as a “Store”); and (iii) to exercise such rights as
specified in (i) and (ii) immediately preceding at, and only at the Location, all upon the terms and subject to provisions of this Agreement and all ancillary documents to this Agreement, and all in accordance with and through authorized use of the Standards and Method.

b. Franchisee may relocate the Franchisee’s Store (even within the Franchisee’s own protected territory) only with the prior written consent from GPFC. Should any approved relocation be outside of Franchisee’s Territory, Franchisee will be assessed a $500.00 relocation fee. All relocation requests are subject to GPFC’s sole discretion and subject to reasonable availability of non-protected territories.

1.2 Territory

During the Term:

a. Once Franchisee has submitted to GPFC in writing a specific physical address for the Location of Franchisee’s Store and such Location has been approved in writing by GPFC and Franchisee’s Store has been allocated a Store No., Franchisee shall be allocated a protected territory consisting of an area approximately one (1) mile in radius (5-mile radius if the Location is in a rural area) with the Location being at the center (such protected territory specifically allocated to Franchisee by GPFC being referred to throughout this Agreement as the “Territory”). The perimeter of the outer boundaries of the Territory assigned to Franchisee by GPFC based upon the applicable radius may be slightly more or less at any given point than the established mile radius in order to make use of existing streets and other well known landmarks to provide a more easily recognizable and supportable Territory. Unless and until Franchisee has submitted to GPFC in writing a specific physical address for the Location of Franchisee’s Store and that Location has been approved by GPFC in writing, neither a Territory for Franchisee’s Store nor any rights of Franchisee to claim or possess any territory (protected or otherwise) shall exist. The standard Territory allocation may be reduced by GPFC if the Location Franchisee has chosen for Franchisee’s Store is in an area of extreme high population density, such as Manhattan (New York City), New York, downtown Los Angeles, California, downtown Seattle, Washington, downtown Boston, Massachusetts, downtown Chicago, Illinois or Washington, D.C. This reduced Territory must be mutually agreed upon by GPFC and Franchisee before GPFC will proceed with counter-signing this Agreement (as reflected in this Agreement, this Agreement is not effective until GPFC countersigns it). If Franchisee refuses to accept such a reduced Territory under the circumstances permitting GPFC to assign a reduced Territory, GPFC will refund Franchisee any and all monies paid and Franchisee shall not become a Goin’ Postal franchisee or have any rights or entitlements under this Agreement.

b. Except as reflected in this Section 1.2, GPFC will neither own or operate a Store, as that term is specifically defined in this Agreement, nor license or franchise others to do so, at any site located within the Territory.

c. GPFC expressly reserves for itself or its designee, the unrestricted right to produce, franchise, license, sell, distribute and market any products or services (under any brands, including but not limited to the Marks) from any Stores the physical premises of which are located outside of the Territory, regardless of (i) the proximity of the Franchisee’s Store, or (ii) whether or not such products or services are purchased by customers whose residences or places of business are located within the Territory.
d. GPFC may engage in any activities, without any restrictions whatsoever, outside of the Territory that is not specifically prohibited by this Section of the Agreement.

e. So long as Franchisee is not in default of this Agreement, and provided GPFC has given its prior written approval to do so, Franchisee shall have the right during the Term to open additional Stores within the Territory by execution of another franchise agreement, as in existence at such time, and payment of all fees required under the franchise agreement in existence at such time, for each approved additional Store. Franchisee’s Territory will be expanded to include and protect the new location(s), provided that it does not interfere with another franchisee’s protected territory.

f. Franchisee may operate an unrestricted mobile shipping store van (a “mobile shipping store” is a vehicle outfitted with a Point of Sale System, a scale and the ability to serve customers and receive payment for shipping services at a remote location) within the Territory. Franchisee may operate a mobile shipping store van outside of the Territory but not within the protected territory of another franchisee. Franchisee may not under any circumstances operate either a pick-up or delivery service within the protected territory of another franchisee’s Store.

g. Franchisee acknowledges that customers, including customers located in Franchisee’s Territory, are free to patronize any Store within GPFC’s Goin’ Postal Franchise Chain of their choosing, and no Store (including those owned or operated by GPFC or one of its affiliates) shall be precluded from serving or transacting business with any customer who chooses to patronize that particular Store.

h. With GPFC’s prior written consent, and provided Franchisee first signs the then current Franchise Agreement and pays both the then current franchise fee and the then current cost for the Required Minimum Purchases (see Section 5.1(d) below) for each new territory intended to be so purchased, Franchisee may expand Franchisee’s Territory through the purchase of one or more (as approved by GPFC) non-protected territories equal in area to Franchisee’s initial Territory assigned hereunder (subject to any reduction in the new territory resulting from its potential encroachment into another franchisee’s protected territory). Should Franchisee purchase another non-protected territory in accordance with these provisions, Franchisee must, within this new territory, and within six (6) months of the date Franchisee signed the Franchise Agreement and paid the franchise fee and the then existing cost for the two (2) Point of Sale Systems and other Required Minimum Purchases with respect to such new territory, (i) submit a specific physical address for the location of the new Store to GPFC in writing, and receive written approval from GPFC for such location; (ii) complete all necessary Store build-outs and improvements; (iii) complete all required training; and (iv) open a Store within this new territory. Failure on the part of Franchisee to so open a Store within the new territory within the allotted six (6) month time period shall cause the option to acquire such new territory to lapse and terminate, in which case Franchisee shall forfeit the franchise fee and other fees paid to acquire such new territory and Franchisee shall have no further rights, claims or interests in or to such new territory. Should Franchisee only desire to expand the Territory allocated to Franchisees’ Store without opening another Store within that region, GPFC will have the sole discretion to grant any such expansion, and if granted, Franchisee will be required to pay such additional fee as GPFC deems appropriate in light of the scope and extent of expansion requested and the level of
competition from other Stores within the general vicinity of Franchisee’s desired expanded Territory.

2. TERM AND RENEWAL

2.1 The term of this Agreement shall begin on the Effective Date of this Agreement and shall continue for a period of fifteen (15) years, unless terminated as provided in this Agreement (the “Term”). As indicated in the introductory provisions of this Agreement, the “Effective Date” of this Agreement is the date it has been signed by GPFC as such date appears adjacent to the signature of GPFC appearing at the end of this Agreement. In the event Franchisee fails to renew or GPFC elects not to renew this Agreement (in accordance with Sections 2.2, 2.3 and 2.4 below), this Agreement will expire at the end of the Term. Expiration shall constitute a termination of this Agreement for all purposes and effects.

2.2 Provided that Franchisee shall have complied with all the terms of this Agreement, and subject to prior fulfillment of the terms and conditions of renewal provided in Section 2.3 below, Franchisee shall have the right and option to renew the Goin’ Postal franchise granted to Franchisee under this Agreement for successive period(s) of 15 years each. Each 15 year renewal period shall be an independent Term, and the conditions of renewal must be met and satisfied with respect to each independent 15 year renewal opportunity.

2.3 As conditions to renewal, Franchisee must first meet and satisfy each of the following:

a. Provide GPFC with written notice of Franchisee’s intent to renew this Agreement not less than 2 months and not more than 12 months before the end of the Term then in effect.

b. Sign the then-current franchise agreement being utilized by GPFC for new Stores, and all other documents required by GPFC, and comply with GPFC’s then current Standards and Specifications and GPFC’s then current Manuals.

c. Be in compliance with this Agreement, including payment of all fees due, and with the requirements provided in Manuals and other agreements between GPFC and/or its affiliates and Franchisee.

d. Be in compliance with all financial obligations to third parties, including Franchisee’s landlord and other vendors of products or services of Franchisee’s Store at the Location.

e. Provide GPFC with a signed lease and other written confirmation satisfactory to GPFC that Franchisee maintains the right to possess, occupy and use the Franchisee’s Store at the Location for the applicable fifteen (15) year term of the renewal.

f. Sign a general release in favor or GPFC from any claims, known or unknown, arising during the Term of this Agreement.

2.4 If and when GPFC receives Franchisee’s timely renewal notice, and all other terms of this Agreement and renewal conditions are met, GPFC agrees to give Franchisee notice, not later than 30 days after the receipt of the renewal notice, of the renewal of the Franchise Term for an additional 15 year period. Alternatively, should, upon receipt of Franchisee’s timely renewal notice, the terms of this Agreement and renewal conditions not be met,
2.5 Upon any such grant by GPFC of a renewal of the Term of this Agreement, Franchisee shall be required, as a condition to the continued effectiveness of such renewal authorization, upgrade, remodel, refurbish and redesign, prior to the conclusion of the Term intended to be renewed, or within twenty (20) days of receiving GPFC’s notice that renewal has been granted, whichever date is later, Franchisee’s Store, both exterior and interior, as well as Point of Sale Systems and associated hardware and software, as mandated by GPFC to comply with GPFC’s then current Standards and Specifications as described in the Manuals.

3. **SITE LOCATION AND CONSTRUCTION OF STORE**

3.1 **Store Location.** The Location of Franchisee’s Store reflected on the first page of this Agreement (or to be reflected on the first page of this Agreement upon Franchisee’s decision of Location), has been accepted by GPFC upon GPFC’s counter-execution of this Agreement (provided, acceptance shall not be deemed given by GPFC if the first page of this Agreement is not completed in its entirety upon Franchisee’s execution and delivery of this Agreement; in such event, acceptance will occur when GPFC counter-signs and delivers a counterpart original with the Location information appearing on the first page of this Agreement completed or when GPFC subsequently initials and delivers to Franchisee a completed first page of this Agreement). Nevertheless, GPFC’s acceptance of the Location shall in no way constitute a guarantee, representation nor an express or implied warranty as to the viability or success of a Store at such Location. Upon GPFC’s acceptance, the Location inserted on the first page of this Agreement shall be deemed to be the “Location”, as defined in this Agreement. For purposes of applying this Section 3.1, the “first page of this Agreement” is the page at the beginning of this Franchise Agreement designated by **Exhibit “A” to Uniform Franchise Disclosure Document.**

3.2 **Store Design.** GPFC or its representative will act in a consultant capacity to advise Franchisee upon a suggested layout of the Franchisee’s Store. Franchisee may accept or disregard this advice upon the suggested layout, except to the extent Franchisee’s desired design would violate GPFC’s principles of accepted business practices, would violate any OSHA regulations or any other applicable laws (including the Americans with Disabilities Act), would deviate from the uniformity of GPFC’s Method and Standards for the general appearance of all Stores within GPFC’s Goin’ Postal Franchise Chain, or would create any safety or health risks. Further, any Store layout or alterations which deviate from GPFC’s suggested layout may not be implemented by Franchisee without GPFC’s prior written approval. Any suggested layout from GPFC does not guarantee the viability or success of said layout or compliance with any applicable laws, and Franchisee shall, at Franchisee’s sole cost and expense, ensure that the Store design complies with all applicable laws, including the Americans with Disabilities Act and any OSHA regulations. If Franchisee chooses to disregard GPFC’s suggested layout without receiving GPFC’s prior written approval, Franchisee will be responsible for making any necessary changes when the GPFC representative arrives for Store set up and training so as to bring Franchisee’s Store into uniformity with the Method and general appearance of all Stores within GPFC’s Goin’ Postal Franchise Chain.

3.3 **Store Construction.** The Franchisee, at Franchisee’s sole cost, shall be solely responsible for obtaining local permits, contractors, and constructing the Franchisee’s Store in a timely manner. Construction shall be completed within six (6) months of the Effective Date of this Agreement. All internal and external signs shall be uniform with the Marks and the Standards and Method, and shall be subject to GPFC’s prior approval.
3.4 Store Appearance. Franchisee shall maintain the appearance and condition of the Franchisee's Store in a “Like New” level of cosmetic appearance to maintain the cosmetic appearance of the Store as attractive, clean and efficiently operated, offering high quality products and services. The internal color and paint schemes of Franchisee’s Store must be red, white and blue and shall be uniform with the Standards and Method as detailed in GPFC’s Store Set-Up Manual. Any deviations from these required color and paint schemes are subject to, and prohibited without, GPFC’s prior written approval.

3.5 Turn-Key Store Agreement. If Franchisee has signed and paid the additional costs associated with a Turn-Key Store Agreement (Exhibit “J” to GPFC’s current UFDD to which this Agreement was a part), it is acknowledged that GPFC will perform the majority of the above Store construction responsibilities on behalf of Franchisee.

4. TRAINING AND FRANCHISOR’S CONTINUING OBLIGATIONS

4.1 Initial Training

a. GPFC provides its franchisees with two phases of initial training. The first week (and first phase) of Franchisee’s training will be conducted at GPFC’s headquarters located at 4941 4th Street, Zephyrhills, Florida 33542 (“GPFC’s Headquarters”), where the Franchisee or its designee(s) will undergo one week (generally Monday through Friday) of classroom training. The second phase of Franchisee’s training will be completed by a GPFC representative on-site at the Franchisee’s Store at the Location. The GPFC staff at the first phase of training conducted at GPFC’s Headquarters, and the GPFC representative while conducting the second phase of training on-site at the Franchisee’s Store, will train the Franchisee or its designee(s) in all aspects of the shipping business developed and utilized by GPFC under its Standards and Method, including but not limited to: UPS, FedEx, DHL, USPS, Freight, Rate Shopping, Point Of Sale, QuickBooks Pro and packaging.

b. GPFC shall determine the content and manner of conducting the Franchisee’s training program at its sole discretion; however, the program shall be structured to provide practical training in the day to day operation of the Franchisee’s Store in accordance with the Standards and Method. Franchisee shall pay all travel and accommodation expenses incurred (if any) by GPFC’s representative. Expenses shall include airfare, car rental, hotel accommodation, per diem meal expenses (currently $50.00 per day), transport to and from the originating airport (or, if applicable, parking expenses at the originating airport), and transport to and from the Franchisee’s Store daily. While conducting the on-site training at Franchisee’s Store, Franchisee will be responsible to pay the costs for the GPFC representative to stay at a commercial accommodation such as a hotel, motel or motor lodge, and the GPFC representative will not be permitted to stay at the Store or at the residence of Franchisee or its owners, representatives or employees. The Franchisee will also be responsible to pay the costs to provide the GPFC representative with a rental vehicle, and the GPFC representative will not be permitted to use or borrow the personal vehicle of Franchisee or its owners, representatives or employees.

c. Franchisee may, with GPFC’s prior permission, send additional manager(s) for a one week on-site course at GPFC’s Headquarters. Franchisee will be responsible for all expenses of Franchisee’s manager(s) while at training.
d. The initial training at GPFC’s Headquarters and the subsequent training at Franchisee’s Store at the Location are both mandatory training sessions for both original franchise Store purchases and for Store transfers. Franchisee must attend and successfully complete both phases of training to the satisfaction of GPFC before opening Franchisee’s Store. If Franchisee will not be the primary operator (the person managing the day-to-day Store operation) of the Store, then Franchisee's primary operator(s) must attend and successfully complete the two phases of the Franchisee training before assuming the responsibility as the primary operator of the Store. If the primary operator of the Store is ever replaced, then the new primary operator must attend and successfully complete the two phases of the Franchisee training program (i) before assuming the responsibility of Store manager, or, at a minimum (ii) by no later than 90 days after such replacement. Franchisee, and all of Franchisee’s Owners, managers and primary operators, as the case may be, must each sign that certain Non-Competition and Non-Solicitation Agreement attached as Exhibit “B” to GPFC’s “UFDD” (as defined in Section 12.1 of this Agreement) prior to, and as a condition for any of them to attend and participate in, the first phase of training at GPFC’s Headquarters.

e. In the event Franchisee cancels the first phase of training scheduled at GPFC’s Headquarters less than one (1) month prior to the scheduled training commencement date, Franchisee will be subject to a $200.00 cancellation fee per each scheduled attendee to subsidize GPFC for lost classroom capacity. In the event Franchisee cancels the second phase of training which has been scheduled on-site at Franchisee’s Store, Franchisee will be assessed a cancellation penalty in the amount of $1,500.00 to cover ticket cancellation charges and associated administration expenses to cancel and re-schedule this training at Franchisee’s Store. Franchisee will, upon any cancellation of the second phase of training, additionally be responsible for all travel, living, and other costs and expenses incurred by GPFC and its representative to reschedule, attend and conduct their second phase of training at Franchisee’s Store. The $1,500.00 cancellation fee will also apply if at the time of arrival of GPFC’s representative, Franchisee’s Store is not setup and ready to become operational in accordance with the mandatory procedures outlined in the Store Setup Manual and any checklist provided by GPFC to Franchisee prior to GPFC’s visit to conduct the second phase of training and Store opening.

f. In the event GPFC requires or otherwise deems it necessary, in its sole discretion, Franchisee or, if Franchisee is an entity, it’s Owners, of, if Owners do not manage the Store’s day-to-day operations, then Franchisee’s primary operator, shall attend supplemental or additional training programs to be conducted on-site at Franchisee’s Store. Franchisee shall pay all travel, living, per diem meal allocation (currently $50.00 per day), compensation (currently $1,000.00, but subject to modification as provided in the Operations Manual), and other expenses incurred by GPFC’s representative in connection with attending and conducting such additional training at Franchisee’s Store.
g. In the event Franchisee converted an independently owned shipping business to a Goin’ Postal Store, Franchisee must attend and successfully complete both a one week first phase of mandatory training at GPFC’s Headquarters (the cost of this training, exclusive of Franchisee’s travel/airfare, hotel/living accommodations, meals and related personal expenses to attend such training, are included within the mandatory $5,000.00 transfer/conversion fee) as well as a second phase of training at Franchisee’s Store conducted during the Franchisee’s initial week of operation of Franchisee’s Store (travel expenses for GPFC’s representative are included in the $5,000.00 conversion fee). In the event Franchisee is a purchaser of an existing Store, Franchisee may, but is not obligated, to attend and successfully complete a one week first phase of training at GPFC’s Headquarters, but must successfully complete the phase of training conducted at the Franchisee’s Store. Franchisee’s ability to attend such an optional training session at GPFC’s Headquarter shall be on a first come, first served basis and shall be subject to space and availability.

4.2 Franchisor’s Continuing Obligations

From time to time during the Term of this Agreement, GPFC, or its designee, may provide the following assistance to Franchisee:

a. GPFC may provide, at its discretion, proprietary and non-proprietary software licenses and updates. Should GPFC insist that Franchisee update existing purchased software systems, GPFC will provide this initial software at no charge to Franchisee. Franchisee will still be responsible for yearly update costs. This update cost shall initially be $250.00 per year (but may be increased from time to time by GPFC) for Goin’ Postal proprietary software and at the rate set by the vendor for non-Goin’ Postal software.

b. Provide, upon Franchisee’s request, reasonable continuing consultation and training in the operation of the Franchisee’s Store via telephone, e-mail, fax, the GPFC website and other means of GPFC’s choosing.

c. Make available, via password access to the Owners’ Section of the GPFC website, GPFC’s Store Set-Up Manual, GPFC’s Operations Manuals, training materials and, in the near future, video clips that can be downloaded at Franchisee’s discretion.

d. Make available, via password access to the Owners’ Section of GPFC website, various advertising materials and resources.

e. As part of GP F’s ongoing quality assurance measures, and in order to both advance and enhance the overall productivity, efficiency and continuing training of the Goin’ Postal Franchise Chain, GPFC may from time to time schedule a network wide telephone conference call between GPFC and all franchisees within GPFC’s Goin’ Postal Franchise Chain. Franchisee will be given at least a one (1) week advance notice by email of the time and date of any scheduled conference call, as well as the phone number and connection codes needed for Franchisee to participate in the conference call. In addition to discussing updates and information regarding the Goin’ Postal Franchise Chain, Franchisee will have the opportunity at the time Franchisee registers for a particular conference call to place on the conference call agenda any concerns or updates which Franchisee would like to be discussed during that call. Franchisee’s participation in each
scheduled conference call is mandatory and GPFC will record and maintain a list of Franchisee’s participation for each call.

5. FEES AND OTHER PAYMENTS

5.1 Franchisee shall, in accordance with the following, pay to GPFC the following fees:

a. An initial franchisee fee of $15,000 shall be due and payable by Franchisee to GPFC on the date of Franchisee’s execution of this Agreement. The initial franchise fee is fully earned and non-refundable upon receipt unless Franchisee is not accepted by GPFC as a Franchisee, in which case it will be fully refunded. The initial $15,000 is due with submission of this Franchise Agreement and shall be paid by check or credit card.

b. The initial franchise fee shall not apply if the Franchisee is:

i. signing this Agreement as a renewal of a previous franchise agreement at the end of a completed Term. In such case the initial franchise fee for the renewal shall be waived.

ii. signing this Agreement in connection with the purchase of an existing Goin’ Postal franchise and Store from another franchisee. In such case the transfer fee due to GPFC shall be $5,000.00.

iii. signing this Agreement in connection with an approved relocation of Franchisee’s Store; provided if such approved relocation is outside of the Territory, a relocation fee of $500.00 shall be due to GPFC.

iv. Subject to the conditions of this subsection iv pertaining to time duration of Franchisee’s existing business operations, and subject to satisfactory completion by Franchisee of the mandatory training requirements imposed under Section 4.1g of this Agreement, GPFC may discount, at its discretion, the initial franchise fee due from any Franchisee signing this Agreement as part of converting an existing shipping/packaging store from either a recognized competing chain (no such conversion will in any way or under any circumstances be permitted if Franchisee is subject to any agreement which would restrict, prohibit or otherwise limit the conversion of Franchisee’s existing store to a Goin’ Postal Store) or from an independent store owned and operated by Franchisee. In such a case, in addition to the initial franchise fee (discounted or otherwise), Franchisee will pay GPFC a conversion fee of $5,000.00, which will cover the first phase of training, if elected by Franchisee, and will also cover the costs of conducting the second phase of training at Franchisee’s Store in like manner as a purchaser of an existing Store. The foregoing notwithstanding, in order to be considered for any discount of the full initial franchise fee then in effect on converting an existing shipping/packaging store, the Franchisee must have operated their existing store for a period of no less than two (2) years, if an independently owned and operated store, or for a period of no less than one (1) year if converting from a recognized chain of franchised shipping stores (subject to the prohibition on this type of conversion if Franchisee and/or Franchisee’s existing store is subject to any form or manner of restriction or prohibition which would preclude the lawful conversion to a Goin’ Postal Store). Franchisee shall disclose to GPFC upon any desired conversion of an existing shipping/packaging store to a
Goin’ Postal shipping Store whether Franchisee and/or Franchisee’s existing store is/are subject to any form or manner of restriction or prohibition which would preclude the lawful conversion to a Goin’ Postal Store, and Franchisee shall be solely liable for any breach of any such restrictions or prohibitions and shall indemnify, defend and hold harmless GPFC, its officers, directors and shareholders therefrom.

c. At the time of signing this Agreement and concurrent with payment of the initial franchise fee required under Section 5.1(a) immediately above, Franchisee must also pay and remit to Franchisor, using the same mode of payment as with the initial franchise fee, the sum of $10,000.00 (plus any and all applicable sales taxes if Franchisee’s Store is located in the State of Florida, which will be billed by separate invoice) for the purchase of the following required items (the “Required Minimum Purchases”) which GPFC mandates as part of Franchisee’s set up and establishment of Franchisee’s Store (this separate payment is not required under a Turn-Key Franchise):

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point of Sale Systems</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Rubber Stamp Set</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1000 Shipping Forms</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Thermal Label Printer</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$10,000.00</strong></td>
</tr>
</tbody>
</table>

d. Should Franchisee desire to purchase additional Point of Sale Systems for Franchisee’s Store at the Location, the cost for each shall be $3,350.00 and shall also be due with payment of the initial franchise fee. Once paid, the cost(s) for each Point of Sale System you order from us is (are) non-refundable.

e. A continuing royalty in the initial amount of $400.00 per month (referred to in this Agreement as the “Royalty” or “Royalties”), shall be paid by Franchisee in accordance with the provisions of this Agreement each month commencing with the date specified in this Agreement and continuing during the initial Term of the Goin’ Postal franchise granted hereby (this period of time being referred to in this Agreement as the “Royalty Payment Period”). Franchisee’s obligation to pay monthly Royalties shall commence the first business day of the calendar month following the month in which Franchisee opens Franchisee’s Store for business. For instance, if Franchisee has opened Franchisee’s Store on January 30th, the obligation to pay Royalties would commence February 1st of that same year. This Royalty rate applies to all new Goin’ Postal franchisees who purchase a new Goin’ Postal franchise during calendar year 2014, and is subject to change for Goin’ Postal franchise purchases made after 2014. For example, a franchisee whose Store is purchased in 2014 would pay a monthly Royalty of $400.00 per month, whereas a franchisee whose Store is purchased in 2015 might pay a higher monthly Royalty per month based upon the Royalty rate implemented by GPFC for that particular calendar year.

f. If Franchisee enters into a Domain Name License Agreement with Franchisor (see Exhibit “L” attached to GPFC’s Disclosure Document to which this Agreement is attached as Exhibit “A”) for a minimum term of twelve (12) months, Franchisee shall pay to Franchisor a monthly web hosting fee in the amount of $5.00 per month which shall be due on the first business day of each month commencing
with the effective date of such agreement and shall be payable in the same manner as the payment by Franchisee of Royalties.

g. Any and all other applicable fees and sums due to GPFC as provided in GPFC’s then current Franchise Disclosure Document, the current version of which is accessible via password in the Owners’ Section of GPFC’s website.

5.2 Method of Payment

a. Franchisee shall pay the Royalty on a monthly basis as instructed in the Owners’ Section of the GPFC website. Payment of a particular month’s Royalty is due on the 1st business day of such month.

b. As mandatorily imposed by GPFC, Franchisee is required to make all Royalty payments by the electronic funds transfer payment program established by GPFC whereby GPFC will electronically debit from Franchisee’s designated bank account(s) (as designated by Franchisee in Exhibit “D” to GPFC’s Franchise Disclosure Document to which this Agreement is attached as Exhibit “A”) the Royalties and any other amounts due from or owed by Franchisee to GPFC hereunder which GPFC requires to be paid by electronic funds transfer. If GPFC permits, Franchisee may make payments due to GPFC other than Royalty payments by credit card or other approved method other than GPFC’s automated electronic funds transfer program.

5.3 Auditing

In order to maintain the strength and integrity of GPFC’s Goin’ Postal Franchise Chain, Standards and Method, GPFC may, at its discretion, order an audit of Franchisee and Franchisee’s Store by GPFC’s designated auditor, at GPFC’s expense. Franchisee will provide GPFC’s designated auditor with Franchisee’s complete cooperation.

5.4 Other payments

In addition to all other payments provided in this Agreement, it shall be a material requirement for Franchisee to pay to GPFC, its affiliates, designees, and others promptly when due:

a. All obligations, including Royalties, trade accounts, promissory notes, financing agreements and equipment purchase and lease payments, arising out of the operation of Franchisee’s Store. Royalties owed by Franchisee to GPFC shall be paid electronically as previously provided hereinabove. Unless GPFC requires otherwise, all monetary obligations owed by Franchisee to GPFC other than Royalties may be paid by use of Franchisee’s designated credit card.

b. All lease and rental payments for Franchisee’s Location.

c. All amounts advanced by GPFC or which GPFC has paid on behalf of or became obligated to pay for the Franchisee.

d. The amount of all sales taxes, use taxes, personal property taxes and similar taxes which shall be imposed on Franchisee or in connection with Franchisee’s Store at the Location. If Franchisee’s Store is located outside of the State of Florida, Franchisee shall pay any applicable sales tax due on Franchisee’s purchase of the Required Minimum Purchases (see Section 5.1c of this Agreement) directly to the applicable taxing authority. Franchisees whose Store is located in the State of Florida shall pay any applicable sales taxes on the purchase of Required Minimum
Purchases to GPFC immediately upon being invoiced for such taxes. Any sales taxes not paid within fifteen (15) days of invoice date will be charged to Franchisee’s credit card on file with GPFC or through electronic funds transfer from Franchisee’s designated bank account.

e. In order to have access to and use the automatic credit card processing features of each Point of Sale System Franchisee orders from GPFC, it will be necessary for Franchisee to apply for, qualify and enter into the applicable application agreement with Intuit. Failure by choice or by inability to qualify on the part of Franchisee to procure merchant services from Intuit will require Franchisee to buy the additional card reading equipment and enter into a merchant services agreement with an alternate provider. In either event, Franchisee will incur the costs to procure required merchant services.

f. Any amounts due on account of the purchase of goods, supplies, or services relating to the operation of the Franchisee’s Store, including all amounts due for the purchase of at least one (1) 150 lb. postal/parcel scale.

5.5 Finance Charges and Late Fees on Delinquencies Owed to GPFC.

a. If Franchisee fails to pay to GPFC the entire amount of any payment due to GPFC hereunder promptly when due, Franchisee shall pay to GPFC, in addition to all other amounts that are due but unpaid (including the late fee described below), finance charges on the unpaid amounts, for the period beginning on the day after the original due date and continuing until the date of actual payment, at a rate equal to the highest annual rate allowed by applicable law.

b. The parties stipulate that the finance charges and late fees provided within this Section represent reasonable estimates of the additional administrative costs that will be incurred by GPFC and shall be in addition to and not in lieu of any other remedies available to GPFC at law or at equity.

c. In addition to the interest amounts previously described, GPFC shall be entitled to charge a late fee of $35.00 for each and every month of delinquent fees.

d. GPFC will invoice Franchisee for these late fees and interest and such invoice is payable upon receipt. GPFC will either charge these amounts to Franchisee’s credit card or conduct an electronic funds transfer payment from Franchisee’s designated account if not paid in full within 15 days of invoice date.

5.6 Personal Guaranty

If Franchisee, as designated in Exhibit “C” attached to GPFC’s Franchise Disclosure Document to which this Agreement is attached as Exhibit “A” and as first depicted in the “Franchisee” designation appearing on the initial page of this Agreement, is an entity as opposed to one or more individuals, each of the equity Owners of Franchisee (as required to be disclosed in Part II, Paragraph 3 of said Exhibit “C”) must sign and deliver to GPFC concurrent with Franchisee’s execution of this Agreement the Continuing Personal Guaranty attached as Exhibit “K” to GPFC’s Franchise Disclosure Document to which this Agreement is attached as Exhibit “A”.

5.7 State Tax Gross-Up

Any taxes, duties or fees of any type whatsoever (collectively, “taxes”) imposed upon GPFC by the State where Franchisee’s Store is located on or with respect to any franchise fees, royalties
or other payments made to GPFC by Franchisee as a result of the operation by Franchisee of the Store within such State, shall be paid by Franchisee to the extent of Franchisee’s proportionate share of such taxes. Franchisee shall pay to GPFC an amount equal to Franchisee’s proportionate share of any excise tax, license tax, franchise tax, income tax or similar taxes which are imposed, directly or indirectly, by Franchisee’s State with respect to any payments made by Franchisee to GPFC. Franchisee’s proportionate share of such taxes in any given calendar year during the Term shall be determined by first dividing Franchisee’s payments so subject to tax for that calendar year by the total amount of all payments so subject to tax within the same calendar year from all Goin’ Postal franchisees whose Goin’ Postal store(s) are located within Franchisee’s State, and then multiplying such fraction by the total taxes GPFC paid to Franchisee’s State during such calendar year as a result of receiving franchise fees, royalties and other payments from Goin’ Postal franchised stores conducting business with Franchisee’s State. Franchisee’s proportionate share of such taxes for any particular calendar year during the Term shall be paid to GPFC in as many equal monthly installments during the ensuing calendar year as there are months within that ensuing calendar year for which Royalty obligations remain due once GPFC has calculated and paid such taxes. The equal monthly installments of such taxes shall be added to and paid with each monthly Royalty obligation still owed by Franchisee to GPFC during the year in which they are due. Franchisee shall not be entitled to see or review a copy of any tax returns filed by GPFC, but may, upon written request, receive a copy of GPFC’s independent accountant’s calculation of Franchisee’s payments subject to such taxes in Franchisee’s State, the amount of such taxes, and Franchisee’s proportionate share of those taxes.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Franchisee hereby acknowledges and agrees that all right, title and interest (including goodwill) in and to GPFC’s Goin’ Postal Franchise Chain, the Marks, the Standards, the Method, the Manuals, GPFC’s websites (including, without limitation, the Owners’ Section and all confidential materials located within GPFC’s website maintained at URL www.goinpostal.com), the GP Rate Pro 9.0 Software and the Goin’ Postal name, are and shall remain vested solely in GPFC. Franchisee hereby disclaims any right, title, claim or interest in GPFC’s Goin’ Postal Franchise Chain, the Marks, the Standards, the Method, the Manuals, GPFC’s websites (including the Owners’ Section and all confidential materials located within GPFC’s website maintained at URL www.goinpostal.com), the GP Rate Pro 9.0 Software, the Goin’ Postal name, or the goodwill derived therefrom. Upon termination or expiration of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with the Franchisee’s use, and discontinuation of use, of GPFC’s Goin’ Postal Franchise Chain, Marks, Standards, Method, Manuals, GPFC’s websites (including the Owners’ Section and all confidential materials located within GPFC’s website maintained at URL www.goinpostal.com), the GP Rate Pro 9.0 Software or Goin’ Postal name.

6.2 Franchisee agrees not to contest at any time, either directly or indirectly, the validity of the Marks or GPFC’s ownership, right, title or interest in the Marks and/or GPFC’s sole right to register, use, franchise or license others to use the same.

6.3 Franchisee understands that any use of the Marks other than as expressly authorized by this Agreement, without GPFC’s prior written consent, constitutes infringement and/or counterfeit of GPFC’s rights in the Marks, and that Franchisee’s right to use the Marks does not extend beyond the termination and/or expiration of this Agreement and does not extend beyond the rights granted by this Agreement during the Term in relation to Franchisee’s Store at the Location in accordance with the Standards and Method and as part of GPFC’s Goin’ Postal Franchise Chain.
6.4 If Franchisee is an entity, Franchisee shall not use any of the Marks or any abbreviations or variations of any of the Marks, or any words deemed by GPFC to be confusingly similar to the Marks as part of the name of any entity or Franchisee’s name, including any of the words “Goin’ Postal” or “Goin’” or “Postal”.

6.5 Franchisee is restricted from independently establishing a presence on, or independently marketing Franchisee’s Store using, the Internet without Franchisor’s prior written consent and then by only maintaining a website in strict accordance with the Domain Name License Agreement attached as Exhibit “L” to GPFC’s Franchise Disclosure Document to which this Agreement is attached as Exhibit “A”. Franchisee may not use the Goin’ Postal name or any of the Goin’ Postal Marks or similar words as part of an Internet domain name except to the extent of a domain name registered in the name of GPFC and then licensed to Franchisee in accordance with the Domain Name License Agreement. Franchisee may not use within the content of any approved website any or all, or any part of, the Goin’ Postal Marks, or any other mark GPFC owns or will own, without GPFC’s prior written consent or direction, and only in strict accordance with the provisions of the Domain Name License Agreement. With GPFC’s approval, Franchisee shall use and display the Goin’ Postal Marks, and/or any other trademark, service mark, or trade name adopted by GPFC, only in the form, manner, design, verbiage, and appearance as exactly adopted by GPFC (see Exhibit “A” attached to this Agreement) or as otherwise instructed by GPFC in writing, including in form and manner and appropriate legends as may be prescribed by GPFC from time-to-time. Franchisee may not use or display on any approved website for Franchisee’s Store any other trademark, service mark or trade name in combination with any of the Goin’ Postal Marks without GPFC’s prior written consent. Franchisee may not use or display the Goin’ Postal Marks, or any other mark GPFC owns or will own, in any advertising which has not been provided to Franchisee by GPFC or previously approved in writing by GPFC. Franchisee shall not use or associate in any way the Goin’ Postal Marks with any products or services not approved by GPFC in writing. All uses and depictions of the Goin’ Postal Marks on or within Franchisee’s approved website must properly depict and portray the appropriate trademark symbol (TM or SM for unregistered trademarks or service marks, as the case may be, owned by GPFC; and the symbol ® for all of GPFC’s registered trademarks and service marks). All uses and depictions of the Goin’ Postal Marks on or within Franchisee’s approved website for Franchisee’s Store must give proper attribution of GPFC’s ownership of each of the Goin’ Postal Marks using a format such as the following: “Goin’ Postal” and all associated, related and connected drawings, designs, slogans, tag-lines, deliveryman characters and characterizations, and other depictions used with or as part of “Goin’ Postal” are registered trademarks of Goin’ Postal Franchise Corporation”.

6.6 Franchisee shall immediately notify GPFC of any infringements or imitations of the Marks, and of any challenges to Franchisee’s use of any of the Marks, of which Franchisee becomes aware. GPFC shall have sole discretion to take any action, administrative proceeding or litigation affecting the Marks. Franchisee shall cooperate in the prosecution or defense of any such action as requested by GPFC. GPFC will (provided Franchisee has notified GPFC immediately upon becoming aware of an infringement of or challenge to Franchisee’s use of the Marks) reimburse Franchisee any reasonable costs Franchisee incurs in its defense or participation in the defense of GPFC’s Marks.

6.7 GPFC reserves the right, in its sole discretion to designate one or more new, modified or replacement Marks for use by Franchisee and, upon written notice from GPFC, Franchisee shall implement such new, modified or replacement Marks, as prescribed by GPFC. Any expense or costs associated with the use by Franchisee of any such new Marks shall be the sole responsibility of the Franchisee.
7. STANDARDS AND SPECIFICATIONS; CONFIDENTIAL OPERATIONS MANUAL

7.1 Operating Standards and Specifications

a. Throughout the Term, the Franchisee shall adhere to the methods and practices developed by GPFC for the operation of the Franchisee’s Store, including the Method established by GPFC for postal, packaging, shipping, business and communication services as provided in this Agreement and in the GPFC Operations Manuals.

b. Throughout the Term, Franchisee shall operate the Franchisee’s Store at the Location as specified in this Agreement and in compliance with GPFC’s Store Set-Up Manual and current Standards and Specifications for internal and external Store image specifications, Store design, advertising, computer hardware and software, and products and services.

c. Franchisee shall do business under Franchisee’s legal name followed by the initials “d/b/a” and the business name “Goin’ Postal of [City of Location].” If Franchisee is required by applicable law, Franchisee shall promptly upon execution of this Agreement, file a notice of intent to conduct business under the name “Goin’ Postal of [City of Location]” and file any associated state or local registration. Promptly upon an expiration or termination of this Agreement, Franchisee shall file such documents as are necessary by local law to terminate such assumed name, and if Franchisee shall fail to do so, Franchisee hereby appoints GPFC as its attorney-in-fact to do so for and on behalf for Franchisee. An example of the proper format for designating a business name for a corporate Franchisee whose Store Location is in Austin, Texas would be, “XYZ, Inc., d/b/a Goin’ Postal of Austin”.

d. GPFC may revise its Standards and Specifications for all franchisees from time to time. Consequently, Franchisee may be required to upgrade or update its computer hardware and software system, or its Store image and trade dress consistent with the then existing Standards and Specifications adopted by GPFC as part of the Method. There are no limitations on the frequency of these upgrades, though GPFC’s industry reflects an update or upgrade every 3 to 4 years. If Franchisee is required to upgrade, Franchisee must purchase and utilize these upgrades as specified in the GPFC Manuals. If at any time GPFC shall mandate a software change to replace (as opposed to updating) currently approved Point of Sale System and/or accounting software, GPFC shall provide this software at no charge to existing franchisees. GPFC’s proprietary GP Rate Pro software, as well as various third party software program, require annual updating, and Franchisee is solely responsible for the costs to do so (presently, $250.00 annually for GPFC’s GP Rate Pro software).

e. Franchisee shall timely submit reports and Royalty payments as required in Section 5 of this Agreement.

f. Throughout this Agreement, the term Standards shall include GPFC’s Standards and Specifications.

7.2 Confidential Manuals

a. Upon execution of this Agreement, GPFC shall furnish the Franchisee, via password access to the Owners’ Section of the GPFC website, with one copy of the GPFC Store Set-Up Manual and New Franchisee Primer (referred to throughout this Agreement as the “Store Set-Up Manual”) and with one copy of the GPFC Operations Manual
(referred to throughout this Agreement as the “Operations Manual”), both of which may be printed by Franchisee and used in the operation of Franchisee’s Store (sometimes in this Agreement the Store Set-Up Manual and the Operations Manual may be referred to collectively as the “Manuals”). GPFC will periodically update the Store Set-Up Manual and/or Operations Manual and make these updates available on the GPFC website. Once Franchisee’s Store is open and operational, Franchisee shall be required, on a schedule as prescribed by GPFC, to download and print any new updated Operations Manual, and either destroy all prior versions of the Operations Manual by shredding, or alternatively they must be returned to GPFC.

b. Franchisee shall strictly adhere to the Standards and Specifications (referred to throughout this Agreement as the “Standards” or as the “Standards and Specifications”) laid out in the GPFC Store Set-Up Manual and GPFC Operations Manual, or as included in the secure password protected Owners’ Section of the GPFC website. If Franchisee cannot lawfully or practically adhere to any of such Standards and Specifications, Franchisee must immediately notify GPFC in writing advising of such inability and the reasons therefore, and asking for a waiver of the specific Standards and Specifications at issue. GPFC shall have the sole discretion to determine whether any such waiver request is justifiable and whether or not to issue any such waiver.

c. As GPFC continues to develop additional confidential information and other trade secrets associated with the Method and GPFC’s Goin’ Postal Franchise Chain, GPFC will make this information available to Franchisee as and to the extent it is needed for the operation of Franchisee’s Store. Franchisee will use GPFC’s Store Set-Up Manual, Operations Manual, online website materials (including, specifically, but not to limited to, all materials and information contained within the secure password protected Owners’ Section), and other confidential information and trade secrets created by GPFC and provided or made available to Franchisee only in connection with the operation of Franchisee’s Store at the Location as part of GPFC’s Goin’ Postal Franchise Chain and Franchisee will keep this information confidential and will not disclose, disseminate or distribute it to any third party for any reason.

d. Franchisee’s duty not to disclose to any unauthorized third party, and not to use for any unauthorized purpose, the confidential information outlined in this Section 7 shall survive the expiration or termination of this Agreement.

7.3 Purchase and Sale Of Goods and Services

a. At all times throughout the Term, Franchisee shall offer, sell and provide in connection with the Franchisee’s Store, only those goods and services that are authorized by Goin’ Postal Franchise Corporation. Franchisee shall only purchase authorized goods and services from GPFC approved suppliers.

b. If Franchisee should desire to purchase a product or service from a supplier other than one already pre-approved by GPFC, Franchisee must first obtain approval from GPFC. The request must be made in writing via e-mail to GPFC and, if approved, GPFC will e-mail approval to Franchisee authorizing Franchisee to proceed with the purchase.

c. Franchisee may not offer for sale any goods or services using the “Goin’ Postal” name or by using any of the Marks unless expressly authorized in writing by GPFC to do so.
7.4 Trained Staff

Franchisee shall at all times during the Term designate and retain as a primary operator to direct the operation and manage Franchisee’s Store at the Location a Manager, an Owner, the Franchisee (if an individual) or another employee of Franchisee who has successfully completed to the satisfaction of GPFC all training conducted at GPFC’s Headquarters and at the Franchisee’s Store at the Location. Franchisee shall immediately notify GPFC of any change in this designated person and Franchisee shall be responsible for the training of any replacement designee within 60 days of any such change; provided, however, should there be space available in a particular training session at GPFC’s Headquarters scheduled by Franchisee for any additional designee(s) of Franchisee which is not otherwise filled with new franchisees, there will be no additional charge imposed by GPFC upon Franchisee for its new designee(s) to attend this training (but Franchisee shall be solely responsible for all travel expenses, meals, lodging and living expenses for the designee(s) to attend such training in Zephyrhills, Florida), with the understanding that the new designee(s)’ scheduled dates may be cancelled upon reasonable notice to make space for any new franchisee(s) wanting to schedule their initial training during such period.

8. ADVERTISING AND MARKETING

The parties acknowledge the value of standardized advertising and marketing programs to the growth and public awareness of GPFC’s Goin’ Postal Franchise Chain and the goodwill and public image toward it, and, as such, the following terms and conditions shall govern the scope of, and conditions and limitations on, all advertising and marketing of Stores, the Method, and GPFC’s Goin’ Postal Franchise Chain:

8.1 A portion of the Royalty received by GPFC from all Goin’ Postal franchisees may be expended by GPFC, in its sole discretion, for public relations, advertising, testing and marketing new programs, products and services, promotional programs and other related undertakings pertaining to the entire Method and GPFC’s Goin’ Postal Franchise Chain. GPFC shall have complete discretion as to the use and allocation of these funds.

8.2 GPFC has the final decision as to all advertising, marketing and promotional decisions and activities, as well as the use of the funds in the marketing fund generated by Royalties paid by all franchisees.

8.3 GPFC shall make available to Franchisee all advertising, marketing and promotional materials produced by or at the direction of GPFC through use of the marketing fund, at no cost to the Franchisee. Franchisee agrees that GPFC shall have the right and ability during all training sessions and during reasonable business hours of Franchisee’s Store operation to photograph Franchisee, Franchisee’s owners and employees, and Franchisee’s Store and use those photographs in GPFC’s website, advertising and promotional materials.

8.4 Franchisee may not independently advertise Franchisee’s Store on the Internet. Any Internet presence which Franchisee desires to maintain for Franchisee’s Store must comply with GPFC’s strict Internet quality standards, must be approved by GPFC in advance of any use or dissemination of such advertising materials, and must be in strict accordance with the Domain Name License Agreement entered into between Franchisee and Franchisor. All website designs must be approved by GPFC before being made available to the public. Any approved website for Franchisee’s Store should be limited to furnishing information specific to Franchisee’s Store such as (i) location and contact information; (ii) hours of operation; (iii) specific services and products available at Franchisee’s particular Location; (iv) Franchisee’s specific ownership information; (v)
community events which Franchisee is sponsoring or in which Franchisee is participating; and (vi) any approved specials or promotions being offered by Franchisee’s particular Store Location. Franchisee may not advertise or promote on any approved website for Franchisee’s Store any independent business which is not an approved component of Franchisee’s Store without GPFC’s prior written approval and, even with such approval, without having a conspicuous disclaimer of affiliation with GPFC, with the Goin’ Postal Franchise Network and with Franchisee’s Store such as the following: “________________ [name or title of such independent business] is not sponsored or endorsed by, or affiliated with, Goin’ Postal Franchise Corporation, the Goin’ Postal Franchise Network, or this independently owned and operated Goin’ Postal Franchise Store”.

8.5 Franchisee shall use the Marks, trade styles, color combinations, designs, and slogans of GPFC only in the form and manner adopted by GPFC and only in a manner only as expressly permitted by this Agreement or by GPFC in writing.

8.6 Franchisee shall not use the Marks or slogans of GPFC in any Internet domain name, Internet home page or other website or Internet accessible materials without prior written consent of GPFC and without being in accordance with the provisions of the Domain Name License Agreement entered into between Franchisee and GPFC.

9. RECORDS, STATEMENTS, INSPECTIONS AND AUDITS.

9.1 Statements and Records
   a. Franchisee shall at all times keep, maintain, and retain for a period of at least 3 calendar years, true and accurate accounts and records concerning the yearly operation of the Franchisee’s Store in accordance with the recordkeeping procedures specified in the GPFC Operations Manual.
   b. Franchisee hereby authorizes GPFC to publish and/or include Franchisee’s reports for use in promoting GPFC’s Goin’ Postal Franchise Chain. If GPFC chooses to publish any information provided by Franchisee, it will be in an anonymous form not linked in any way to the Franchisee.

9.2 Inspections
   GPFC or its representative(s) shall have the right to enter and inspect the Location and Franchisee’s Store at any time with or without notice. GPFC shall also be permitted to photograph the Franchisee’s Store, and make copies of any books or records relating to the operation of the Franchisee’s Store. GPFC shall use its rights under this Section of the Agreement to minimize interference with the operation of the Franchisee’s Store.

10. REPRESENTATIVES, WARRANTIES, AND COVENANTS

10.1 During the Term of this Agreement, Franchisee, and its Owners and/or Managers signing below, covenant and represent that they and each of them shall:
   a. use their best and continuing efforts to promote and develop the Goin’ Postal shipping business at the Franchisee’s Store;
   b. devote their full time and attention to the running of the Franchisee’s Store, or have the Franchisee’s Store operated by a well trained and competent manager who has successfully completed all training requirements under Section 4.1 of this Agreement above, has signed this Agreement below, and has signed the Non-
Competition and Non-Solicitation Agreement (Exhibit “B” to GPFC’s Franchise Disclosure Document);

c. maintain a sufficient number of well trained and competent staff to operate the Franchisee’s Store efficiently;

d. comply with all applicable laws;

e. not disclose or disseminate to anyone other than the Franchisee’s Store staff, on a need to know basis, any confidential information or trade secrets of GPFC (as more fully described in Section 7 hereinabove) provided by GPFC for the operation of the Franchisee’s Store, including, without limitation, any materials contained within the secure password protected Owners’ Section of GPFC’s website;

f. not use any of GPFC’s confidential information or trade secrets (as described in this Agreement) provided for the operation of the Franchisee’s Store in any other business venture or endeavor;

g. operate and keep open to the public for business the Franchisee’s Store at least 50 hours per week; and

h. operate Franchisee’s Store in such a way that will promote a first class and professional appearance and reputation of GPFC and of the Marks, the Standards, the Method and GPFC’s Goin’ Postal Franchise Chain, and refrain from any business practice or conduct which would defame, damage or otherwise injure the reputation, goodwill or desirability of the Franchisee’s Store, GPFC, the Method, the Standards, the Marks, or GPFC’s Goin’ Postal Franchise Chain.

10.2 If, and only if, GPFC provides prior written consent to Franchisee’s proposal to engage in a business other than the operation of the Franchisee’s Store, and provided such business does not violate Franchisee’s covenants within the Non-Competition and Non-Solicitation Agreement signed by Franchisee in connection herewith, then GPFC’s consent as just described shall be subject to the additional following conditions:

a. Such other business authorized to be conducted shall not be operated at the Location without GPFC’s prior written consent (which may be withheld at GPFC’s sole and absolute discretion) and shall not interfere with the operation of the Franchisee’s Store at the Location;

b. No other authorized business, and no combination of other authorized business, may be conducted in or out of Franchisee’s Store or at the Location which generate(s) total sales or revenues greater than forty-nine percent (49%) of the sum of all sales and revenues generated by all such other authorized business operations plus all sales and revenues generated by the Franchisee’s Goin’ Postal Store business operations.

c. Franchisee shall maintain separate books, records and a distinct different image for the other business, and shall not commingle income, expenses or funds with those pertaining to the operations of the Franchisee’s Store;

d. Such other business does not damage, infringe upon, diminish or interfere with the validity, value or reputation of GPFC’s Marks, Method, Standards or GPFC’s Goin’ Postal Franchise Chain, or goodwill associated therewith. Under no circumstances may Franchisee use the Goin’ Postal name, any of GPFC’s Marks, or GPFC’s
Goin’ Postal Franchise Chain as part of or in connection with any other authorized business for which such use is prohibited as designated on Exhibit “F” to GPFC’s Franchise Disclosure Document, or in order to sponsor, endorse, market or promote such other authorized business for which such use is so prohibited;

e. Such other business does not directly or indirectly interfere or compete with the Franchisee’s Store or any other Store; and

f. If approval has been given by GPFC to operate such other business at the Location, such other business does not violate any of the UPS, FedEx, DHL or other carrier’s regulations on types of businesses that may be operated out of the Location.

10.3 As of the date of signing of this Agreement by Franchisee, the information provided in the Personal Data Disclosure and Franchisee Ownership Information Form (Exhibit “C” to GPFC’s Franchise Disclosure Document) by the Franchisee is true, accurate and complete. Should any data not be available at the time of signing this Agreement, such as Store telephone numbers etc., Franchisee will forward this information immediately to GPFC when it is available, but no later than the date Franchisee’s Store opens for business.

10.4 Franchisee affirms that all information provided to GPFC is, and all future submissions of information shall be, true, factual and complete. Franchisee acknowledges that GPFC relies on the truthfulness, accuracy and completeness of all information provided by the Franchisee.

10.5 Franchisee shall display in Franchisee’s Store any promotional materials as supplied by preferred vendors and/or GPFC in the manner instructed when supplied with said materials. GPFC shall not require Franchisee to promote any service or product that would not generate to Franchisee’s Store additional income if sold.

10.6 Franchisee and its Owners and Managers signing below, if any, represent, warrant and covenant that they received a copy of GPFC’s current Franchise Disclosure Document at least fourteen (14) calendar days before any of them signed this Agreement or paid any money to GPFC, that they read and reviewed a copy of GPFC’s current Franchise Disclosure Document in its entirety, and that this Agreement which has been signed by each of them is in all material respects identical to that Franchise Agreement which was attached as Exhibit “A” to the specific copy of GPFC’s current Franchise Disclosure Document which was so received, read and reviewed; and to the extent any material alterations were unilaterally made by GPFC to this Agreement as compared to the Franchise Agreement which was attached as Exhibit “A” to the specific GPFC Franchise Disclosure Document each of them received, read and reviewed, they received and reviewed a copy of this Agreement at least seven (7) calendar days before any of them signed this Agreement.

11. TRANSFER AND ASSIGNMENT

11.1 By GPFC

GPFC may assign all of its rights, title and interests in this Agreement, and the rights hereunder shall inure to the benefit of its successors and assigns, provided that any such successors and assigns shall agree in writing to assume all of GPFC’s obligations hereunder. Such assignment shall discharge GPFC from any further obligation hereunder. In addition, upon such terms as GPFC may determine, GPFC may assign all or part of its
responsibilities and rights under this Agreement to an agent, a Regional Director whose territory includes all or part of Franchisee’s Territory, or such other Regional Director as selected by GPFC.

11.2 By Franchisee

a. The Franchisee is not permitted to pledge, encumber, or otherwise give any third party a security interest in this Agreement (or the Franchisee’s rights associated with this Agreement), unless, and only if, such third party agrees in writing issued to and in favor of GPFC that if and when it seeks to pursue its rights related to the security interest in this Agreement via a repossession or similar remedy, it shall not be permitted, without the prior written consent of GPFC, to operate the Franchisee’s Store associated with this Agreement, nor resell to a third party the franchise rights associated with the Franchisee’s Store under this Agreement. GPFC shall apply its standard selection criteria when determining whether to grant its consent just as if the third party were a candidate to open a new Store or purchase an existing Store.

b. The rights and duties created by this Agreement are personal to Franchisee, and GPFC has entered into this Agreement in reliance on certain factors, including the character, skill, aptitude and financial capacity of Franchisee and its Owners, if it is an entity. Accordingly, neither Franchisee’s (or any Owner’s) interest in this Agreement, nor any of his/her/its rights or privileges hereunder, shall be sold, conveyed, assigned, transferred, disposed of or divided, voluntarily or involuntarily, by operation of law or otherwise (including division of community property in a divorce proceeding), in any manner (all such described means of transfer or disposition being referred to simply as an “Assignment”), without GPFC’s prior written consent as provided in Section 11.3 below. Any such Assignment occurring by operation of law or otherwise, including any Assignment by a trustee in a bankruptcy, without GPFC’s prior written consent, shall be null and void and be a material default of this Agreement and grounds for an immediate termination requiring no notice or opportunity to cure.

c. Any sale, assignment, transfer, conveyance, gift, pledge, mortgage, encumbrance or other disposition, of a substantial portion of the assets of Franchisee’s Store, or of more than 50% of the outstanding and issued stock, membership interests, partnership rights or other ownership interest of Franchisee, by one or more transfers, by operation of law, or any other event or transaction which, directly or indirectly, effectively changes the ownership of the business operations (or assets essential to continue such business operations) of Franchisee’s Store or the management or voting control of Franchisee shall constitute an “Assignment” hereunder. It shall be assumed for all purposes in applying this provision that Franchisee’s management and voting control is determined under its governing documents by simple majority decision.

d. It shall also constitute an “Assignment” hereunder if less than 50% of the ownership interest in Franchisee effectively changes the management or voting control of Franchisee. Example: If A owns 40%, B owns 30%, and C owns 30%, and C sells his or her shares to B, then B would be able to assume voting and management control, and as such, C’s transfer would constitute an “Assignment”.

11.3 Franchisee acknowledges the vital importance of Franchisee and Franchisee’s Store to the market position and overall image of GPFC, the Marks, the Standards, the Method and GPFC’s Goin’ Postal Franchise Chain. Franchisee also recognizes that there are
many objective and subjective factors that comprise the process by which GPFC selects a suitable Franchisee; therefore, GPFC may impose any reasonable condition to its consent to an Assignment, which shall include without limitation, the satisfaction of all of the following conditions:

a. Proposed transferee must complete, sign and comply with all requirements of the then current Franchise Agreement and GPFC’s then current Franchise Disclosure Document, including satisfactory completion of all mandatory training then required by GPFC for new franchisees (currently provided in Section 4.1 of this Agreement above).

b. Proposed transferee must be a person or entity that meets GPFC’s then current standards and qualifications for new franchisees.

c. The proposed Assignment shall be on commercially reasonable terms, and shall include as part of the documentation otherwise entered into between Franchisee and the transferee an Addendum identical in form and substance as that attached to this Agreement as Exhibit “B” and incorporated in this Agreement by this reference (such Addendum being hereinafter referred to as the “Required Transfer Addendum”). The Required Transfer Addendum, fully completed and signed by both Franchisee and the transferee, must be forwarded to GPFC with the required notice of intended Assignment required under Section 11.5 of this Agreement immediately below. For purposes of defining the specific transfer arrangements applicable to any approved Assignment, the Required Transfer Addendum is incorporated into and made a part of this Franchise Agreement, of any new Franchise Agreement to be signed by the transferee, and of those particular agreements pursuant to which the approved Assignment is structured, contemplated and consummated. GPFC’s consent to the Assignment does not constitute a guarantee of, and does not ensure, the transferee’s success as a franchisee, nor should any approved transferee rely upon GPFC’s consent to the Assignment in determining whether to acquire the Franchisee’s Store or not, or in determining the soundness of such transferee’s investment in purchasing the Franchisee’s Store. Under no circumstances shall GPFC’s consent to any Assignment be deemed or considered to be an acknowledgment or representation on the part of GPFC in favor of either the Franchisee or Franchisee’s intended transferee that the Location of Franchisee’s Store is marketable, profitable, promising, or otherwise has the characteristics or potential for generating a customer and income stream to support the financial needs or requirements of the Store, the transferee, or the obligations due to GPFC under the new Franchise Agreement or to Franchisee under the sale arrangements.

d. As of the effective date of the proposed Assignment, all obligations of Franchisee hereunder and under all agreements between GPFC or any of its affiliates and Franchisee shall be fully satisfied and not be in default.

e. The transferee must sign a new Franchise Agreement in form and substance of GPFC’s then current Agreement, for a new Term, and all associated documents, including, but not limited to, the then current Non-Competition and Non-Solicitation Agreement, and, if applicable, the then current Continuing Personal Guaranty.

f. At or prior to the Assignment, GPFC must receive payment from Franchisee (also known, for these purposes as the “transferor” or “seller”) and/or from the Franchisee’s “buyer” or “transferee” of a “Transfer Fee” in the amount of $5,000.00.
g. Franchisee shall enter into a general release (in a form prescribed by GPFC) that will release GPFC and its affiliates from any and all suits, claims or causes of action arising from or in any way connected with this Agreement, the operation by Franchisee of Franchisee’s Store, and/or the sale of Franchisee's ownership of both the Franchisee’s Store and the Goin’ Postal franchise granted to Franchisee under this Agreement.

h. GPFC may withhold its consent to any proposed Assignment even upon compliance with the above conditions, and GPFC shall not incur any liability on account of withholding any consent of any proposed Assignment.

11.4 Death or Incapacity of Franchisee or Controlling Owner(s)

a. In the event of the death or incapacity of Franchisee or any of its Controlling Owner(s), GPFC may, upon the written request of the heirs or representatives of Franchisee or its Controlling Owner(s), subject to this Section 11.4, allow such heirs or representatives a period of six (6) months from the date of death or incapacity to:

i. Demonstrate that such heirs or representatives meet GPFC’s Standards and Specifications for new Store franchisees and sign and agree to the terms of the then current Franchise Agreement (except that the term shall be the remaining Term of this Agreement and that no initial franchise fee or Transfer Fee shall be payable); or

ii. Assign this Agreement to a third party acceptable to GPFC who meets GPFC’s Standards and Specifications for new Store Franchisees.

b. GPFC may impose reasonable conditions as to the rights granted under this Section 11.4, including the following which shall be deemed reasonable: (i) the Franchisee’s Store at the Location must continue to be operated in conformity with this Agreement, the Method and GPFC’s Manuals; and (ii) if GPFC determines that the Franchisee’s Store is not being operated properly, GPFC may assign a manager to the Franchisee’s Store (at Franchisee’s expense) until such time as the new owners are in a position to properly manage and operate the Franchisee’s Store.

11.5 GPFC’s Right of First Refusal.

a. If Franchisee desires to make any Assignment for value, including any Assignment consisting of a sale of the assets of Franchisee’s Store or the equity ownership interests of Franchisee, as applicable, at least forty-five (45) days prior to the scheduled date to close and consummate such proposed Assignment for value, Franchisee shall notify GPFC in writing of such intended Assignment. Such notice shall disclose the name of the proposed purchaser or other transferee, all terms and conditions of the proposed Assignment for value, and must be accompanied by a fully signed purchase and sale agreement or other signed agreement which reflects the terms and conditions of the proposed Assignment for value, and by a complete set of all the documents required under Section 11.3 hereinabove (including the Required Transfer Addendum). The effectiveness of the purchase and sale agreement or other agreement providing for the proposed Assignment must be expressly contingent upon GPFC’s waiver in writing of its rights of first refusal provided in this Section 11.5 and also upon GPFC’s written consent to the
proposed Assignment. GPFC shall have a period of thirty (30) days within which to exercise its rights of first refusal granted in this Section 11.5, with such 30 day period commencing upon receipt by GPFC of all required notices, documents and information stated in this Section 11.5.

b. Within the thirty (30) day period provided for GPFC to act upon its rights of first refusal, GPFC may elect to purchase or otherwise acquire Franchisee’s rights under this Agreement and the assets of Franchisee’s Store (or, as applicable, the ownership interests of Franchisee) on the same terms and conditions reflected in the notice required under Section 11.5(a) immediately above. In the event that GPFC exercises its rights of first refusal provided in this Section 11.5, the closing on GPFC’s purchase or other acquisition of Franchisee’s rights under this Agreement and the assets of Franchisee’s Store (or, as applicable, the ownership interests in Franchisee) shall take place on the later of the closing date stated in the notice of the proposed Assignment or ninety (90) days following GPFC’s receipt of all required documents as described in Section 11.3 and Section 11.5(a) hereinabove.

c. If GPFC does not exercise its right of first refusal provided for in this Section 11.5, GPFC shall, within the 30 day period provided for hereinabove, notify Franchisee whether it consents to the proposed Assignment, which approval shall not be unreasonably withheld upon Franchisee’s strict compliance with GPFC’s Assignment requirements provided in Sections 11.2 and 11.3 hereinabove.

12. DEFAULT AND TERMINATION

12.1 Termination by Franchisee.

Franchisee may terminate this Agreement due to a material default by GPFC of its obligations hereunder, which is not cured by GPFC within 60 days of prompt written notice by Franchisee to GPFC outlining the alleged default with specificity; provided, that if the default is such that cannot be reasonably cured within such 60 day period, GPFC shall not be deemed to be in default for so long as it commences to cure such default within 60 days and diligently continues to prosecute such cure to completion. Such notice of material default must be given by Franchisee to GPFC within 60 days of the date upon which the alleged default occurs. Failure to give such notice shall constitute a waiver of any such alleged default. If Franchisee terminates this Agreement under this Section 12.1, Franchisee shall comply with all of the terms and conditions of Section 14 and Section 7.2 of this Agreement, and Franchisee (and if applicable, Owners and Managers) shall fully comply with the Non-Competition and Non-Solicitation Agreement signed by Franchisee, its Owners, and Managers, as the case may be, in connection with the execution and delivery of this Agreement and as evidenced by Exhibit “B” to GPFC’s Franchise Disclosure Document (such Disclosure Document being sometimes referred to in this Agreement as the “UFDD”), and Franchisee’s Owners, as applicable, shall continue to be bound by the provisions of the Continuing Personal Guaranty evidenced by Exhibit “K” to GPFC’s UFDD.

12.2 Termination by GPFC

GPFC has the right to terminate this Agreement only for “cause”. “Cause” is hereby defined as a material breach of this Agreement.
12.3 Termination With Notice and Opportunity to Cure

Except for any default under Section 12.4, and as otherwise expressly provided elsewhere in this Agreement or by applicable laws, Franchisee shall have 30 days after GPFC’s written notice of default in which to remedy any default under this Agreement and to provide evidence of such remedy to GPFC. If any such default is not cured within that time period, or such longer time period as applicable law may require or as GPFC may specify in the notice of default, such failure shall constitute a material breach hereunder and this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

12.4 Termination by GPFC Without Notice or Opportunity to Cure.

Subject to any controlling applicable laws to the contrary, Franchisee shall be deemed to be in material breach and default and GPFC may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon delivery or attempted delivery to Franchisee of notice by GPFC of the occurrence of any of the following events:

a. Failure on the part of Franchisee (or, as applicable, on the part of any of Franchisee’s Owners under the Continuing Personal Guaranty signed by such Owner’s as evidenced by Exhibit “K” to GPFC’s UFDD) to pay any Royalty or any other sum or monetary amount due from Franchisee to GPFC under the terms of this Agreement or any other agreement between Franchisee and GPFC (or any of its affiliates) on the designated date due, or any failure, refusal or rejection of payment or payment authorization in connection with any established credit card, electronic funds transfer or other automatic payment arrangement established by and between Franchisee and GPFC for purposes of transacting and effecting Franchisee’s payments of Royalties and/or other obligations due and owing from Franchisee to GPFC under this Agreement or any such other agreements;

b. Franchisee or any Controlling Owner(s) (throughout this Agreement, “Controlling Owner(s)” shall mean any person(s) or entity(ies) owning alone or in combination 50% or more of the ownership interests of Franchisee) of Franchisee is adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary applicable state or federal laws), or fails to meet his/her/its financial obligations as they become due, or makes a disposition for the benefit of his/her/its creditors;

c. Franchisee or any of its Owners allows a judgment against it or them in the amount of $10,000 to remain unsatisfied for a period of more than 30 days (unless a supersedeas or appeal bond has been filed);

d. The Franchisee’s Store, the Location (including the real property or building thereon), or the Franchisee’s assets are seized, taken over, or foreclosed by a government official in exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder, provided that the final judgment remains unsatisfied for a period of 30 days or more (unless a supersedeas or appeal bond has been filed);

e. A levy of execution or attachment has been made or attempted to be made upon the Franchisee’s Store and/or the franchise granted by this Agreement or upon any of the assets used in the Franchisee’s Store, and it is not discharged within 5 days of such levy or attachment;
f. Franchisee allows or permits any judgment to be entered against GPFC or its subsidiaries or affiliated corporations, arising out of or relating to the operation of the Franchisee’s Store;

g. A condemnation or Assignment in lieu of condemnation of, affecting or involving the Franchisee’s Store and/or the Location;

h. If Franchisee abandons the Franchisee’s Store at the Location. For purposes of this Agreement, “abandon” shall mean (i) Franchisee’s failure, at any time during the Term of this Agreement, to keep the Franchisee’s Store open and operating for a period of three (3) consecutive business days, except as provided for in any written permission by GPFC, (ii) Franchisee’s failure to keep the Franchisee’s Store open and operating for any period, or any act or statement by Franchisee, after or from which it is not unreasonable under the facts and circumstances for GPFC to conclude that the Franchisee does not intend to operate the Franchisee’s Store, unless such failure is due to fire, flood, earthquake or similar events beyond the control of Franchisee; or (iii) the withdrawal of permission or termination of lease by the applicable landlord that results in Franchisee’s inability to operate the Franchisee’s Store at the Location or any other forced or mandated closure of Franchisee’s Store;

i. If Franchisee receives at least 3 written notices of default from GPFC in any 12 consecutive month period (i.e. a “two strike” grace limit), concerning any breach of this Agreement by Franchisee, whether or not such breaches are curable or have or have not been cured after receipt of notice, such repeated course of conduct itself shall be considered an incurable material breach and grounds for termination of this Agreement at the same time or any time after GPFC notifies Franchisee of the third material default (nothing in this subsection shall be deemed to impose upon GPFC a duty or obligation to provide Franchisee with notice where no such notice is otherwise mandated or required under the provisions of this Agreement, nor does it restrict or prohibit GPFC from terminating this Agreement on the occurrence of a single breach under this Section 12.4);

j. If Franchisee or any of its Owners, officers, directors, members, managers, partners or key employees is convicted of a felony or pleads guilty or nolo contendere to a felony or any other crime or offense which GPFC considers likely to adversely affect GPFC’s reputation, the Method, the Standards, the Marks, GPFC’s Goin’ Postal Franchise Chain, the goodwill associated with any of the foregoing or GPFC’s interest therein;

k. If Franchisee purports to make any Assignment without GPFC’s prior written consent or otherwise violates section 11 of this Agreement;

l. If Franchisee materially misuses or makes any unauthorized use of the Marks (including, without limitation, establishing a website without entering into the required Domain Name License Agreement as attached as Exhibit “L” to GPFC’s UFDD, or violating the provisions of any such applicable Domain Name License Agreement) or otherwise materially impairs the goodwill associated therewith or GPFC’s rights therein, or takes any action that reflects materially and unfavorably upon the operation or reputation of the Franchisee’s Store, GPFC’s network of Stores, the Method, the Standards, the Marks, or GPFC’s Goin’ Postal Franchise Chain, or initiates, engages or participates in, or otherwise make any unauthorized use, disclosure, dissemination, distribution, or duplication of any of GPFC’s Marks or Manuals or other confidential information or trade secrets (as described in this
Agreement; and including, without limitation, any materials contained within the password protected Owners’ Section of GPFC’s website);

m. If Franchisee makes any material misrepresentations in connection with the execution of this Agreement or the acquisition of the Franchisee’s Store at the Location and/or the franchise granted hereunder in connection therewith;

n. If Franchisee’s lease is terminated and the Franchisee’s Store at the Location is lost, whether for or as a result of default on or expiration of any term of the lease agreement; or

o. If Franchisee (or, if applicable any Owner), or any of Franchisee’s officers, directors, stockholders, members, managers, partners or employees, shall violate the in in-term non-competition or non-solicitation covenants of that certain Non-Competition and Non-Solicitation Agreement signed by Franchisee in connection herewith, as attached as Exhibit “B” to GPFC’s UFDD.

12.5 Any material default by Franchisee under the terms of this Agreement, or any other agreement between GPFC (or its affiliates) and Franchisee, or under Franchisee’s lease, shall be a material default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties, GPFC may, at its option, terminate any or all of said agreements.

12.6 Notwithstanding anything to the contrary contained in this Section 12, in the event any valid applicable law of a competent governmental authority having jurisdiction over this Agreement and the parties to this Agreement shall limit GPFC’s rights of termination hereunder or shall require longer notice or cure periods than those provided above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. GPFC shall not, however, be precluded from contesting the validity, enforceability or applicability of any such laws or regulations.

12.7 GPFC’s rights as stated in this Section 12 shall be without prejudice to any other rights or remedies provided by law or under this Agreement, which include, but are not limited to, injunctive relief, damages or specific performance. GPFC’s failure to enforce or terminate this Agreement or any other agreement upon the occurrence of one or more of the above events shall not constitute a waiver of or otherwise affect GPFC’s rights to terminate or enforce this Agreement or any other agreement because of any other occurrence of one or more of the events described above.

13. GPFC’S RIGHTS UPON FRANCHISEE’S TERMINATION

Upon the termination of this Agreement as provided above, in addition to all other rights and remedies of GPFC (including those contained in Section 14), GPFC may, at its option:

13.1 Commence proceedings for damages, injunctive relief and/or specific performance.

13.2 Purchase from Franchisee, or assign such right to a third party, the tangible assets (equipment, décor, etc.) of Franchisee’s Store at a purchase price equal to such assets’ appraised fair market value, from which shall be deducted the following, in the following order:
a. All outstanding and unpaid obligations of Franchisee to GPFC, including all unpaid fees, late payment fees and interest, and any promissory notes and equipment leases;

b. All of GPFC’s costs of collection (including attorneys’ fees) of unpaid obligations, if any;

c. The cost of upgrading Franchisee’s Store to GPFC’s then current Standards and Specifications for Stores; and

d. All outstanding claims of Franchisee’s creditors and all accrued but unpaid amounts owed to Franchisee’s lessor for the Franchisee’s Store as of the date of the termination.

If GPFC exercises its right to receive liquidated damages in accordance with Section 13.5, GPFC shall then be prohibited from exercising its rights under this Section 13.2 to purchase the tangible assets of Franchisee’s Store.

13.3 Because the termination of Franchisee’s Agreement extinguishes all intangible franchise rights which were formally held by Franchisee, Franchisee acknowledges that the purchase described in Section 13.2 would not be in exchange for any such intangible assets or intangible rights which were formerly held by Franchisee.

13.4 If this Agreement is terminated due to Franchisee’s abandonment of Franchisee’s Store as described in Section 12.4(h) above, Franchisee has thereby abandoned any rights to the former business, including but not limited to, any potential proceeds from a potential purchase or sale as described above, or any payment or remuneration of any kind. Franchisee shall not upon any abandonment of Franchisee’s Store remove any fixtures, equipment, furnishings, inventory, Point of Sale Systems or any other assets of Franchisee’s Store not belonging to or otherwise required under this Agreement to be returned to GPFC unless and until all amounts owed to GPFC under this Agreement (including any “Liquidated Damages” due to GPFC) have been satisfied in full and until Franchisee has complied with all of Franchisee’s obligations under Section 14 immediately below.

13.5 Payment of Liquidated Damages

a. If this Agreement terminates prior to its expiration (i) by GPFC in accordance with the terms of this Agreement, or (ii) by Franchisee not in accordance with Section 12.1 of this Agreement, GPFC has the right, but not the obligation, to require that Franchisee pay GPFC liquidated damages (“Liquidated Damages”) as provided in Section 13.5(c) below. Franchisee’s payment of Liquidated Damages to GPFC shall not be considered a penalty for Franchisee’s breaching this Agreement, but rather a reasonable estimate of GPFC’s damages and lost future fees GPFC would have received from Franchisee under this Agreement had Franchisee not prematurely terminated.

b. Franchisee acknowledges that its obligation to pay to GPFC Liquidated Damages is in addition to, not in lieu of (i) Franchisee’s obligations to pay any amounts then due to GPFC, (ii) Franchisee’s obligation to fully comply with all of its post-termination duties provided in this Agreement, including those contained in the Non-Competition and Non-Solicitation Agreement signed by Franchisee in connection herewith, and (iii) any other post-termination remedies that may be available to GPFC under the law. However, if GPFC exercises its right to receive Liquidated Damages in accordance with this provision, GPFC shall then be
prohibited from exercising its rights, under Section 13.2 of this Agreement, to purchase the tangible assets of the Franchisee’s Store.


**c.** “Liquidated Damages” shall mean the amount of Royalty revenue that GPFC would have earned during the period of time from the date of termination until the Agreement’s expiration date, but in no event greater than three (3) years (“Liquidated Damages Period”). Liquidated Damages shall be calculated by adding together the total amount of the monthly Royalty payments which would have been required to be paid by Franchisee under the terms of this Agreement (per the table in Section 5.1(e) above) during the Liquidated Damages Period. Any Liquidated Damages Period days in addition to full months shall be pro-rated appropriately. Franchisee acknowledges that the preceding formula for calculating such damage amounts is applicable and reasonable.

13.6 Enforce Franchisee’s obligations under the Non-Competition and Non-Solicitation Agreement signed by Franchisee in connection with this Agreement, including any violation by Franchisee of those obligations.

13.7 Enforce the obligations of Franchisee’s Owners, as applicable, under the Continuing Personal Guaranty evidenced by Exhibit “K” to GPFC’s UFDD.

13.8 Enforce the obligations of Franchisee, as applicable, under the Domain Name License Agreement evidenced by Exhibit “L” to GPFC’s UFDD.

**14. FRANCHISEE’S OBLIGATIONS UPON EXPIRATION AND/OR TERMINATION**

14.1 Upon expiration and/or termination (subject to Section 13) of this Agreement, Franchisee shall immediately:

**a.** Cease to operate the former Store at Franchisee’s Location, cease to use the Method, the Standards and Marks in any form, cease to hold itself out as a Franchisee of GPFC or of GPFC’s Goin’ Postal Franchise Chain, and Franchisee shall not use or identify in any business name any of the words “Goin’ Postal”, “Goin’”, “Postal”, “Going Postal”, “Going”, “Go Postal”, “Your Friendly Neighborhood Shipping Center”, “Neighborhood Shipping Center”, “Shipping Center”, “Delivering the Best of America”, or “Postage for Patriots” in any combination, form or fashion, or any words or letters confusingly similar to any of the words listed above. Franchisee shall take such action(s) as GPFC may require to accomplish the foregoing;

**b.** Pay all sums due to GPFC. Franchisee must immediately upon expiration and/or termination provide GPFC with a detailed written itemized list of all fixtures, furnishings (including all those bearing or portraying any of the Marks), equipment, signs, computer systems (including Point of Sale Systems and all hardware and software), inventory and other assets which are a part of Franchisee’s Store. Except for returning to GPFC all items required to be returned per this Agreement, including the attached Exhibit “C” Checklist, Franchisee shall be prohibited from removing any of these assets from the Location of Franchisee’s Store until all amounts due to GPFC at the time of termination and/or expiration (including any and all Liquidated Damages) have been satisfied in full. GPFC shall hold, possess and retain a security interest in all assets of Franchisee’s Store, including the bank account(s) Franchisee has designated for all electronic funds transfer arrangements, effective on and as of the Effective Date of this Agreement and continuing until Franchisee pays in full all sums due to GPFC.
c. Return to GPFC or its designee the GPFC Store Set-Up Manual, the GPFC Operations Manual, proprietary hardware and software, computer disks, and all other trade secrets and other confidential information delivered to Franchisee, and all copies of each and every one of those designated items and materials, and certify the deletion of all electronic copies of the above;

d. Surrender to GPFC any stationery, printed matter, signs, promotional items and advertising materials containing the Marks, as may be requested by GPFC.

e. Take such action as may be required by GPFC, including:

i. Transfer and assign the business telephone number, fax number, business Internet e-mail address, and any website or other Internet presence for Franchisee's Store to GPFC or its designee;

ii. Cease using, disconnect and transfer all such telephone numbers and Internet services to GPFC or its designee;

iii. Transfer to GPFC or its designee “white” and “yellow” page telephone listings, references and advertisements and all trade and similar name registrations and business licenses and cancel any interest which Franchisee may have in the same; and

iv. Implement all additional actions listed on GPFC’s “Franchisee De-Identification Checklist” attached to this Agreement as Exhibit “C” and incorporated in this Agreement by this reference; provided, if GPFC elects its option to purchase the tangible assets of Franchisee's Store, some of these actions may not be necessary;

f. Provided that GPFC, or its designee, does not take possession of the Franchisee’s Store, make such changes to signs, décor, furniture, and equipment at Franchisee’s Store at the Location as GPFC may require to distinguish and make readily clear that the premises (and business conducted at the premises) is not only no longer a Store under GPFC’s Goin’ Postal Franchise Chain, but is also no longer a retail shipping store under any chain or brand or under independent operation; and

g. Strictly comply with Franchisee’s obligations under the Non-Competition and Non-Solicitation Agreement signed by Franchisee in connection herewith, and, if applicable, Franchisee’s obligations under this Domain Name License Agreement signed by Franchisee in connection with this Agreement.

14.2 In the event of termination and/or expiration of this Agreement, Franchisee hereby authorizes and appoints GPFC to act as attorney-in-fact for Franchisee to transfer any “white” and “yellow” pages listings, e-mail addresses, and Internet presence relating to Franchisee’s Store.

14.3 In the event of the termination and/or expiration of this Agreement, Franchisee hereby authorizes GPFC to notify Franchisee’s customers, vendors, suppliers, and any other appropriate party or parties that this Agreement and all Franchisee’s rights and entitlements as a franchisee in GPFC’s Goin’ Postal Franchise Chain expired and /or have been terminated.
14.4 Termination and/or expiration of this Agreement shall be without prejudice to any other rights or remedies that GPFC or Franchisee, as the case may be, shall have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages. In no event shall a termination and/or expiration of this Agreement affect Franchisee’s obligations to take or abstain from taking any actions in accordance with this Agreement, or, if applicable, affect GPFC’s rights to enforce the Continuing Personal Guaranty (Exhibit “K” to GPFC’s UFDD). The provisions of this Agreement which constitute post-term covenants, including those contained in the Non-Competition and Non-Solicitation Agreement and the obligation of GPFC and Franchisee to resolve any and all disputes, shall survive the termination and/or expiration of this Agreement.

14.5 Franchisee acknowledges and agrees that the goodwill and other rights, interests and title in and to the Marks, the Method, the Standards, the Store Set-Up Manual, the Operations Manual, the Owners’ Section of GPFC’s website, any website established or used by Franchisee for Franchisee’s Store and the domain name and address for such website, GPFC's confidential information and trade secrets, and GPFC's Goin' Postal Franchise Chain, and the exclusive ownership and use of each and every one of those designated items and materials, shall be and remain the sole and exclusive property of GPFC.

14.6 Upon expiration and/or termination of the Term, if Franchisee does not renew under Sections 2.2 and 2.3, GPFC shall have the right and the option, but not the obligation, to purchase the tangible assets (equipment, furnishings, inventory, décor, etc.) of Franchisee’s Store at the Location at a purchase price equal to such assets’ appraised fair market value, from which the following shall be deducted:

a. All outstanding and unpaid obligations of Franchisee to GPFC, including all unpaid fees, late payment fees and interest, promissory notes and equipment leases, if any;

b. All of GPFC’s costs of collection (including attorneys’ fees) of unpaid obligations, if any;

c. The cost of upgrading Franchisee’s Store to GPFC’s then current standards and specifications for Stores; and

d. All outstanding claims of Franchisee’s creditors and all accrued but unpaid amounts owed to Franchisee’s lessor for the Franchisee’s Store as of the date of the termination.

14.7 Because the expiration and/or termination of Franchisee’s Agreement extinguishes all intangible franchise rights that were formerly held by Franchisee, Franchisee acknowledges that the purchase described in Section 14.6 would not be in exchange for any such intangible assets or intangible rights which were formerly held by Franchisee as a result of this Agreement.

15. INSURANCE

15.1 Franchisee shall obtain and maintain throughout the Term of this Agreement, a minimum of one million dollars ($1,000,000.00) in general liability insurance coverage, including premises liability and property and casualty, shall expressly name GPFC as an additional insured or loss payee, shall contain a waiver of all subrogation rights against GPFC and its successors and assigns, and shall furnish a copy of such policy or policies initially upon the opening of the Franchisee’s Store, and subsequently within 10 days of request in writing by GPFC.
15.2 In the event that damage to Franchisee’s Store at the Location is covered by insurance, Franchisee shall use the proceeds from said insurance to return Franchisee’s Store to operational status unless said repair is prohibited by Franchisee’s lease.

15.3 If required by specific vendors and agencies, Franchisee shall purchase necessary bonds to offer certain services at the Franchisee’s Store.

15.4 If Franchisee fails to comply with this Section, GPFC may, but is not obligated to, obtain and maintain insurance for Franchisee, for which Franchisee will be responsible for all costs and fees involved and will pay GPFC these costs and fees upon demand. GPFC is hereby authorized by Franchisee to charge on Franchisee’s credit card any such fees and costs paid by GPFC and not reimbursed by Franchisee upon demand.

16. COMPLIANCE WITH LAWS AND OBLIGATIONS

16.1 Franchisee shall comply with all applicable laws and timely obtain and maintain any and all permits, certificates and licenses for the full and proper conduct of business at Franchisee’s Store at the Location, including all laws which impact the design and interior layout and improvements of Franchisee’s Store.

16.2 Franchisee shall operate the Franchisee’s Store in conformity with all U.S. Postal Service regulations and shall implement any and all changes in U.S. Postal Service regulations as instructed or notified by The United States Postal Service and shall follow all guidelines of the local post office in the general locality of Franchisee’s Store at the Location.

17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

17.1 Franchisee shall, at Franchisee’s sole cost, defend and indemnify GPFC, its affiliates and their respective owners, directors, officers, agents, representatives, employees, successors and assigns, and hold each of them harmless from and against, and reimburse them for, all losses, claims, liabilities, obligations, damages, attorneys’ fees, costs, settlement amounts, judgments, lost profits, charges, expenses, and taxes based upon, arising out of, or in any way related to the operation of the Franchisee’s Store at the Location, Franchisee’s acts or omissions, or the breach by Franchisee of any provision of this Agreement or any agreement signed by Franchisee in connection herewith. GPFC and its affiliates shall have the right to defend and/or settle any such matter in such a manner as they deem appropriate, in their sole discretion, and without the consent of Franchisee. Franchisee shall also reimburse each of the foregoing indemnified parties for any and all costs reasonably incurred in investigating and defending any such matter, including without limitation, attorneys’ fees and court costs. This Section shall continue in full force and effect notwithstanding the termination and/or the expiration of this Agreement.

17.2 In all dealings with third parties, including but not limited to, employees, suppliers and customers, Franchisee shall disclose that it is in an independently owned and operated entity licensed by GPFC to operate a Store under a Goin’ Postal franchise granted by this Agreement. Nothing in this Agreement is intended by the parties to create a fiduciary relationship between them, nor to constitute Franchisee an agent, legal representative, subsidiary, joint venturer, partner or employee of GPFC for any purpose whatsoever. It is understood and accepted that Franchisee is an independent contractor, and is in no way authorized to make any contract, warranty, or representation, or to create any obligation on behalf of GPFC. Neither GPFC nor Franchisee shall guarantee the obligations of the other or in any way become obligated for the debts or expenses of the other.
18. WAIVERS, FORMS OF AGREEMENT AND AMENDMENT

18.1 No failure of GPFC to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of GPFC’s right to demand exact compliance with any of the terms in this Agreement. No waiver or acceptance by GPFC of any particular breach or default by Franchisee, nor any delay, forbearance, or omission by GPFC to act or give notice of default or to exercise any power or right arising by reason of default hereunder, nor acceptance by GPFC of payments due hereunder, shall be considered a waiver or acceptance by GPFC of any preceding or subsequent breach or default by Franchisee of any term, covenant or condition of this Agreement.

18.2 No warranty or representation is made by GPFC that all franchise agreements heretofore or hereafter issued by GPFC for Stores do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that GPFC may, in its reasonable business judgment, due to local business conditions, or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other franchisees of GPFC in a non-uniform manner.

18.3 No amendment, change or variance from the terms and conditions in this Agreement shall be binding on either GPFC or Franchisee except by mutual written agreement signed by both parties to this Agreement.

19. NOTICES

All notices and other communications (including notices of default or termination) permitted or required to be given under this Agreement shall be deemed to be delivered: (a) at the time personally delivered to GPFC’s Headquarters (if delivered to GPFC) or Franchisee’s address for the Franchisee’s Store at the Location as described in this Agreement (if to Franchisee); (b) on the next day after placing in the hands of a commercial courier service or the United States Postal Service for Express Next Day Delivery; or (c) five days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid and addressed to the GPFC’s Headquarters (if to GPFC) or Franchisee’s address for the Franchisee’s Store at the Location (if to Franchisee), or on the date of actual receipt, whichever is earlier.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Validity, Choice of Law, Venue and Jurisdiction

a. This Agreement shall become valid and effective when counter-signed and accepted by GPFC. The Effective Date of this Agreement shall be the date when signed and accepted by GPFC. This Agreement shall be deemed made and entered into in the State of Florida and shall be governed and construed under and in accordance with the laws of the State of Florida without giving effect to any conflict of laws, except: (i) that the Non-Competition and Non-Solicitation Agreement (Exhibit “B” to GPFC’s UFDD) shall be deemed made and entered into, and governed and construed under and in accordance with, the laws of the State that is determined by the “Choice of Law” provision (Section 10) of such Non-Competition and Non-Solicitation Agreement; and (ii) to the extent governed by such federal laws protective of GPFC’s or GPFC’s affiliates’ intellectual property rights in the Marks, in the Method, in the Standards, in the Store Set-Up Manual, in the Operations Manual, in the GP Rate Pro Software, and/or in any of GPFC’s other intellectual properties, including but not limited to, the Federal Trademark Act, the Federal
Copyright Act, the Federal Lanham Act and the Federal Uniform Trade Secrets Act.

b. Exclusive venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of Florida, located in Tampa, Florida or within the courts of the United States of America located within the Middle District of Florida.

20.2 Mediation
a. Subject to the limitation provided in the last sentence of this Section 20.2(a), and subject to Section 20.2(b), before either party may initiate suit or action against the other, the parties pledge to first attempt to resolve the controversy or claim arising out of or relating to this Agreement (a “Dispute”) through mediation conducted in accordance with the Commercial Mediation Rules of The American Arbitration Association, unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of such Dispute (the “Mediation Notice”). Mediation shall be conducted at GPFC’s Headquarters or at the office of GPFC’s attorney, at the option of GPFC. The fees and expenses charged by the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida and other applicable laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views, and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence that is otherwise discoverable or admissible shall not be excluded from discovery as a result of its use in the mediation. Mediation shall be deemed completed 30 days after the date of the Mediation Notice unless extended by mutual consent of the parties.

b. GPFC shall not be required to attempt to first mediate a controversy or claim against Franchisee through mediation as provided in Section 20.2(a) if such claim or controversy concerns an allegation or allegations by GPFC that Franchisee has violated (or threatens to violate or poses an imminent risk of violating) any of GPFC’s federally protected intellectual property rights in the Marks, in the Method, in the Standards, in the Store Set-Up Manual, in the Operations Manual, in the GP Rate Pro Software, or in any of GPFC’s other intellectual properties, in which case GPFC shall reserve (and hereby reserves) the right to immediately seek injunctive relief, civil damages, ex parte seizure and other available remedies within the courts of the State of Florida or United States of America located within Tampa, Florida or the Middle District of Florida, as the case may be.

20.3 GPFC may be granted injunctive relief without the necessity of a bond, but upon notice; provided no prior notice shall be required in the event Franchisee counterfeits the Marks, the Standards, or the Method and GPFC pursues available ex-parte remedies.

20.4 IN ALL CASES EXCEPT WHERE EXPRESSLY PROHIBITED BY APPLICABLE STATUTORY LAW, FRANCHISEE AND GPFC EACH WAIVES ANY RIGHT TO A TRIAL BY JURY.

20.5 If GPFC institutes any action at law or in equity against Franchisee to secure or protect GPFC’s rights under or to enforce this Agreement, in addition to any judgment entered in its favor, GPFC shall be entitled to recover such reasonable attorneys’ fees and costs as may be allowed by the court, together with court costs and expenses of litigation.
20.6 To the extent the UFDD of GPFC which included this Agreement which has been signed by Franchisee, also included a state-specific Addendum as Exhibit “H” which contained additions, modifications or other changes to this Agreement mandated by the laws of the State of residency of Franchisee (hereinafter any such state-specific Addendum being referred to as the “Applicable State-Specific Addendum”), such Applicable State-Specific Addendum is incorporated in this Agreement and shall, to the extent required by the laws of the State of Franchisee’s residency, supersede and take precedence over any contrary, conflicting or inconsistent provisions in this Agreement.

21. SEVERABILITY AND CONSTRUCTION

21.1 Every part of this Agreement will be considered severable as provided below.

a. If, after application of any Applicable State-Specific Addendum, a court of competent jurisdiction declares any provision of this Agreement (or any exhibit or other document referred to in this Agreement) pertaining to the subject matters referenced in Section 21.1(b) to be invalid or unenforceable, but such provision could be rendered valid and enforceable if modified, then Franchisee and GPFC hereby agree that such provision shall be deemed modified to the extent required to make it valid and enforceable to the fullest extent under applicable state law and public policy.

b. The subject matters that are made subject to Section 21.1(a) are any provisions of this Agreement (or any exhibit or other document referred to in this Agreement) pertaining to (i) termination of this Agreement, (ii) non-renewal of this Agreement, (iii) designation of jurisdiction and venue for dispute resolution proceedings, (iv) waivers of right to a jury trial, (v) “choice of law” provisions that specify which state’s law would apply in a dispute resolution proceeding, (vi) certain types of mandatory franchisee “releases” or “waivers”, and (vii) any other provision that is governed by any Applicable State-Specific Addendum or is otherwise inconsistent with a valid and applicable state law that was specifically intended to protect the rights of franchisees.

c. If a mediator, arbitrator or court of competent jurisdiction declares any provision of this Agreement (or any exhibit or other document referred to in this Agreement), other than the provisions corresponding to the subject matters referenced in Section 21.1(b), to be invalid or unenforceable, but such provision could be rendered valid if modified, then Franchisee and GPFC hereby agree that GPFC shall have the right, in its sole discretion, to modify such invalid or unenforceable provision(s) to the extent necessary to render such provision(s) valid and enforceable, including, without limitation, the right to delete the provision in its entirety.

d. Should any provision of this Agreement be found invalid or unenforceable as presented in the above provisions of this Section 21.1, the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties to this Agreement declaring that they would have signed this Agreement without inclusion of such provision. In the event that such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section 21.1 shall operate only upon such provision to the extent that the laws of such jurisdiction are applicable to such provision. Each party shall sign and deliver to the other any
further documents that may be reasonably required to effectuate fully the provisions hereof.

21.2 This Agreement and all other agreements and writings referred to in this Agreement, including but not limited to the Exhibits, the Non-Competition and Non-Solicitation Agreement, the Turn-Key Store Agreement (to the extent applicable), the Continuing Personal Guaranty (to the extent applicable), the UFDD, the Store Set-Up Manual, the GPFC Operations Manual, the Method, and the Standards and Specifications referred to in this Agreement, contain the entire agreement of the parties pertaining to the subject matter hereof and no prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties not expressly provided in this Agreement shall be of any force and effect. The terms of all Exhibits to this Agreement and, to the extent not inconsistent with or contrary to the provisions hereof, all agreements and writings referred to in this Agreement, including in particular, but not limited to, GPFC's UFDD (and all supplements and amendments thereto made by GPFC throughout the Term), are hereby incorporated into and made a part of this Agreement as if the same had been expressly recited in this Agreement in full.

21.3 The table of contents, headings and captions contained in this Agreement are for the purpose of convenience and reference only and are not to be construed as part of this Agreement. All terms used in this Agreement shall be construed to include the number and gender as the context of this Agreement may require. As used in this Agreement the words “include”, “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided in this Agreement to the contrary, any consent, acceptance, approval or authorization by GPFC which Franchisee may be required to obtain hereunder may be given or withheld by GPFC in its sole discretion, and on any occasion where GPFC is required or permitted hereunder to make any judgment or determination, including any decision as to whether any condition or circumstance meets GPFC’s Standards and Specifications or GPFC’s satisfaction, GPFC may do so in its sole subjective judgment. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. To the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement. GPFC and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provisions unenforceable, then the provision shall be given the meaning that renders it enforceable. The parties agree that each Section of this Agreement shall be construed independently of any other section or provision of this Agreement.

22. MISCELLANEOUS

22.1 In addition to all other remedies granted in this Agreement, if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, GPFC may at its sole discretion, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to Franchisee, cure such default for the account and on behalf of Franchisee, and the cost to GPFC of effecting any such cure shall be due and payable on demand and shall be deemed to be additional compensation due to GPFC hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of GPFC, and may be charged against any credit card Franchisee has allocated toward payment of Royalties or paid out of any bank account Franchisee has designated under any electronic funds transfer arrangement between the parties established hereunder for payment of Royalties.
22.2 This Agreement may be signed in any number of counterparts and copies, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

22.3 The submission of this Agreement does not constitute an offer or acceptance by GPFC and this Agreement shall not be deemed valid, effective or binding upon GPFC until such time as GPFC accepts it and it is signed by an authorized officer on behalf of GPFC.

22.4 Franchisee and its Owners jointly and severally acknowledge that they have carefully read and understand this Agreement and all other related documents to be signed concurrently or in conjunction herewith (including in particular the UFDD, the Non-Competition and Non-Solicitation Agreement attached as Exhibit “B” to the UFDD, and, if applicable, the Continuing Personal Guaranty attached as Exhibit “K” to the UFDD and the Domain Name License Agreement attached as Exhibit “L” to the UFDD), that they have had the opportunity to consult with legal counsel, accountants and financial advisors in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and to be bound hereby. Franchisee and its Owners and Managers signing below, if any, represent, warrant and covenant that they received a copy of GPFC’s current Franchise Disclosure Document at least fourteen (14) calendar days before any of them signed this Agreement or paid any money to GPFC, that they read and reviewed a copy of GPFC’s current Franchise Disclosure Document in its entirety, and that this Agreement which has been signed by each of them in all material respects identical to that Franchise Agreement which was attached as Exhibit “A” to the specific copy of GPFC’s current Franchise Disclosure Document which was so received, read and reviewed; and to the extent any material alterations were unilaterally made by GPFC to this Agreement as compared to the Franchise Agreement which was attached as Exhibit “A” to the specific GPFC Franchise Disclosure Document each of them received, read and reviewed, they received and reviewed a copy of this Agreement at least seven (7) calendar days before any of them signed this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be signed effective as of the date of counter execution by GPFC’s authorized signing officer shown as follows:

“FRANCHISEE”

If the “Franchisee” is a legal entity (corporation, limited liability company, partnership, etc.) then (i) enter the name of the entity Franchisee in the following space: ____________________________, (ii) each equity owner of the Franchisee must sign below (attach additional sheet if necessary) and must sign the Continuing Personal Guaranty (attached as Exhibit “K” to GPFC’s UFDD), and (iii) in the lines appearing below each signature line, print the name(s) of the person(s) that are signing this Agreement, and print their title within such entity (president, partner, manager, member, etc.). If the Franchisee is not a legal entity at the time of signing, but rather one or more individual persons, then do not fill in the title lines below.

1: ___________________________________________ 20__

Signature of Franchisee or equity owner if Franchisee is a legal entity Date Year

______________________________________________

Printed name of person that signed above

______________________________________________

Title of person that signed above

117 Franchisee’s Initials ______________
118 Franchisee’s Initials ______________

2: ______________, 20__
Signature of Franchisee or equity owner if Franchisee is a legal entity

____________
Date

____________, 20__
Signature of Franchisee or equity owner if Franchisee is a legal entity

Printed name of person that signed above

Title of person that signed above

3: ______________, 20__
Signature of Franchisee or equity owner if Franchisee is a legal entity

____________
Date

____________, 20__
Signature of Franchisee or equity owner if Franchisee is a legal entity

Printed name of person that signed above

Title of person that signed above

“GPFC”
FOR GOIN’ POSTAL FRANCHISE CORPORATION

GOIN’ POSTAL FRANCHISE CORPORATION
A Florida Corporation

BY: ________________________________ _______________, 20__
Authorized Signing Officer

*Date *Year

"Date of Goin’ Postal Franchise Corporation’s Counter Signature is “Effective Date” of this Franchise Agreement"

Print Name of Officer: ________________________________
Title of Officer: ________________________________
EXHIBIT “A”

TO

GOIN’ POSTAL FRANCHISE CORPORATION

FRANCHISE AGREEMENT
EXHIBIT “B” TO GOIN’ POSTAL FRANCHISE CORPORATION
FRANCHISE AGREEMENT

ADDENDUM TO CONTRACT/AGREEMENT
FOR SALE AND PURCHASE

THIS ADDENDUM is made and entered into by and between [insert name of individual or entity who is selling the business] with a principal address of [insert name of individual or entity who is buying the business] with a principal address of (hereinafter for purposes of this Addendum such party being referred to as the “Seller”), and [insert name of individual or entity who is buying the business] (hereinafter for purposes of this Addendum such party being referred to as the “Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner and operator of a packaging and shipping business located at [insert the business address for the location of the business being sold by Seller to Buyer]:

WHEREAS, such business is being operated by Seller as a Goin’ Postal franchise (hereinafter for purposes of this Addendum such franchised business being referred to as the “Goin’ Postal Store”);

WHEREAS, this Addendum is being entered into for purposes of both Seller and Buyer recognizing and acknowledging that Seller does not have the rights, without the approval and consent of Goin’ Postal Franchise Corporation (hereinafter referred to as the “Franchisor”), and without Buyer satisfactorily completing all conditions precedent imposed by the Franchisor on such transfer, to transfer to Buyer the Goin’ Postal franchise or any of the rights or entitlements thereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, warranties and promises contained in this Addendum, the parties to this Addendum agree as follows:

1. Both Seller and Buyer recognize, agree, acknowledge and understand that, without the prior written consent of Franchisor and without Buyer satisfactorily complying with all conditions imposed by the Franchisor to both issue such consent and to accept and approve Buyer as a Goin’ Postal franchisee, Seller does not have any rights to transfer, and Buyer does not have any rights or entitlements to receive, use or operate any of the following: (i) to continue operating the Goin’ Postal Store; (ii) to any of the rights and benefits under the Goin’ Postal Franchise Agreement under which Seller is a party, or to be or become a Goin’ Postal franchisee; (iii) to continue using the Goin’ Postal name or any of the other trademarks, service marks, logos, slogans, color schemes or other property rights of the Franchisor and/or of Goin’ Postal, Inc.; (iv) to any territorial rights Seller possesses under the Goin’ Postal Franchise Agreement to which Seller is a party; (v) to continue using the proprietary copyrighted software of the Franchisor or any of the copyrighted manuals of Franchisor; (vi) to use any of the Goin’ Postal advertising or promotional materials; and (vii) to implement, use or otherwise benefit from any of the other entitlements of a Goin’ Postal franchisee.

2. It is further recognized, agreed, acknowledged and understood by both Seller and Buyer that, in addition to those other requirements imposed upon Seller under the Goin’ Postal Franchise Agreement to which Seller is a party, including payment of all transfer fees and other monetary obligations due thereunder, the following requirements and conditions must be met to the full satisfaction of Franchisor as a condition to any transfer of Seller’s Goin’ Postal franchise and to any acceptance and approval of Buyer as a Goin’ Postal franchisee:
(a) The Buyer and its owners and principals shall receive, duly receipt for, and return a fully initialed and signed current Goin’ Postal Franchise Disclosure Document, in strict compliance with all requirements of such Disclosure Document;

(b) The Buyer and its owners and principals shall demonstrate to Franchisor’s satisfaction that the Buyer and its owners and principals meet Franchisor’s educational, managerial, and business standards; possess a good moral character, business reputation, and credit rating; have the aptitude and ability to conduct the Goin’ Postal franchise and the business conducted at the Goin’ Postal Store (as may evidenced by prior related business experience or otherwise); have adequate financial resources and capital net worth to operate the Goin’ Postal franchise and associated Goin’ Postal Store business; and otherwise meet the Franchisor’s then current criteria for new Goin’ Postal franchisees;

(c) The Buyer (and, if the Buyer is other than an individual, such principals and/or owners of a beneficial interest in the Buyer as Franchisor may request) shall sign, for a new fifteen (15) year term, the standard, current form of Franchise Agreement currently being offered to new Goin’ Postal franchisees and all such other ancillary and associated documents and agreements as Franchisor may require, including, but not limited to, the current Non-Competition and Non-Solicitation Agreement and the current Continuing Personal Guaranty (as applicable), which agreements shall supersede Seller’s Goin’ Postal Franchise Agreement in all respects and may differ from the terms of Seller’s Goin’ Postal Franchise Agreement; nevertheless, Buyer will continue to be bound to the terms, and be bound by the other obligations of Seller, under Seller’s Goin’ Postal Franchise Agreement;

(d) The Buyer, at Buyer’s expense, shall perform any upgrades and renovations of and to the Goin’ Postal Store to conform to the current standards and specifications of Franchisor for new Goin’ Postal franchisees;

(e) At the Buyer’s expense, the Buyer, and, if applicable, the Buyer’s principals, owners, managers and designated primary operator(s), must attend and satisfactorily complete all training programs currently in effect for Goin’ Postal franchisees and upon such terms and conditions as Franchisor may reasonable require;

(f) The Buyer shall agree to and enter into a sublease or an assignment and assumption of the Lease of Seller’s Goin’ Postal Store site and shall obtain the landlord’s approval, if required, prior to any such transfer or sublease, if applicable; and, unless otherwise agreed to in advance in writing by Franchisor, Buyer shall continue to operate Seller’s Goin’ Postal Store at the business premises Location under said Lease and as reflected hereinabove. Both Buyer and Seller recognize and acknowledge that the Franchise Agreement to be signed by Buyer, if approved by Franchisor as a Goin’ Postal franchisee, provides for the possibility of relocating a franchisee’s Goin’ Postal Store with the prior written approval of Franchisor. Any approved relocation by Buyer of Seller’s Goin’ Postal Store, and any approval or assistance by Franchisor in connection with any relocation by Buyer of Seller’s Goin’ Postal Store, shall not result in any liability or culpability, of any nature whatsoever, on the part of Franchisor (either to Buyer or Seller) in connection with any such relocation (it being acknowledged by both Buyer and Seller that Franchisor’s rights under the Franchise Agreement signed by Buyer are superior to and take precedence over any of the rights of Buyer and Seller under the particular contract/agreement between them providing for the sale of the Goin’ Postal Store from Seller to Buyer);

(g) Franchisor shall have received timely notice of the intended sale of the Goin’ Postal franchise business and Franchisor shall have effectively waived its rights of first refusal to purchase Seller’s Goin’ Postal business;

(h) The Seller shall have otherwise complied with all conditions precedent provided in Seller’s Goin’ Postal Franchise Agreement for the consent and approval of Franchisor for the transfer of the Goin’ Postal franchise; and

(i) Buyer and Seller shall have each have completed, initialed (where applicable), signed and delivered to Franchisor, together with a signed copy of this Addendum, the Franchise Transfer Acknowledgment attached to this Addendum as Exhibit “A” and incorporated in this Addendum by this reference.
3. This Addendum and the Franchise Agreement and other agreements signed by Buyer in order to become a Goin’ Postal Franchisee, and all rights and entitlements thereunder, shall control and supersede any contrary or conflicting provisions within the particular contract/agreement between Seller and Buyer pertaining to Seller’s sale of the Goin’ Postal Store and associated packaging and shipping business to Buyer to which this Addendum is made a part.

<table>
<thead>
<tr>
<th>“Buyer”</th>
<th>“Seller”</th>
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<td>Name: ______________________</td>
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EXHIBIT “A” TO ADDENDUM
Franchise Transfer Acknowledgment

This Acknowledgment is made between ________________________________ (hereinafter known as the “Seller”) and ________________________________ (hereinafter known as the “Buyer”).

The Seller has agreed to sell, and the Buyer has agreed to purchase, the Goin’ Postal Shipping Store Franchise located at ___________________________________________________________________________ (address), ______________ (city), ____________ (state), ______ (zip) (hereinafter known as the “Goin’ Postal Store”).

Buyer acknowledges that he, she or it must sign the currently effective Franchise Agreement and Non-Competition and Non-Solicitation Agreement applicable to all new Goin’ Postal franchisees, but will nevertheless be bound by the terms and conditions provided in the original Franchise Agreement signed by the Seller. The expiration date of the new Franchise Agreement shall be 15 years from the “Effective Date” of the new Franchise Agreement to be signed by the Buyer. ______ [Buyer’s Initials]

Buyer will pay a non-refundable transfer fee of US$5,000.00 (five thousand dollars) with the submission of this Acknowledgment and the Addendum to which it is attached to Goin’ Postal Franchise Corporation (the “Franchisor”). This payment must be made either by check or credit card. ______ [Buyer’s Initials]

Buyer accepts sole responsibility for the continuing customer service at the Goin’ Postal Store. Buyer understands that he, she or it may attend a one (1) week training class at the Franchisor’s headquarters in Zephyrhills, Florida. While there is no charge for this training apart from the $5,000.00 transfer fee, the Buyer is solely responsible for all Buyer’s personal travel and related expenses. ______ [Buyer’s Initials]

Buyer agrees to continue to pay on a monthly basis all royalties as specified in the new Franchise Agreement at the then established monthly rate under Franchisor’s currently effective Franchise Agreement actually signed by Buyer in connection with the transfer (commencing January 1, 2014, $400.00 per month, with projected increases planned for each calendar year thereafter). Buyer acknowledges and understands that this monthly royalty obligation continues uninterrupted even during any transitional period occurring in connection with any approved relocation of the Goin’ Postal Store. ______ [Buyer’s Initials]

Buyer understands the $5,000.00 transfer fee covers the costs for a Goin’ Postal representative to visit the Goin’ Postal Store for its initial week of operation to conduct Buyer’s on-site training. This fee is all inclusive and includes the salary of the representative who visits the Goin’ Postal Store plus such representative’s travel and accommodation expenses. This transfer fee is non-refundable and must be paid to Franchisor by check or credit card contemporaneously with delivery of the “Addendum” (as defined below) and this Franchise Transfer Acknowledgment. ______ [Buyer’s Initials]

Buyer understands that he, she or it is not purchasing any rights to any Goin’ Postal Marks, copyrights or proprietary materials, and that they are only licensed through and in accordance with the terms and limitations of the Franchise Agreement. ______ [Buyer’s Initials]

Buyer understands that he, she or it is not purchasing any rights to any existing territory which may have been assigned or allocated to the Goin’ Postal Store under Seller’s original Franchise Agreement, and that Franchisor will provide a newly assigned and allocated territory for the Goin’ Postal Store upon Buyer’s purchase of it, the size, dimensions and limits of which will be as prescribed in Franchisor’s then current UFDD and the Franchise Agreement Buyer will be required to sign in order to become a Goin’ Postal franchisee. ______ [Buyer’s Initials]

Buyer, if an entity, shall as a condition to any transfer to Buyer of the Goin’ Postal Store, have each of its equity Owners sign the then current Continuing Personal Guaranty applicable to all new entity Goin’ Postal franchisees. _______ [Buyer’s Initials]
**Buyer & Seller** both acknowledge and agree that this Franchise Transfer Acknowledgment, the Addendum to which this Franchise Transfer Acknowledgment was attached as **Exhibit “A”** (the “Addendum”), the Franchise Agreement and other agreements Buyer will sign upon becoming a Goin’ Postal franchisee (such Franchise Agreement and other agreements being referred to as the “Franchise Documents”), and all of the rights, entitlements, benefits and protections of Franchisor under and/or protected by the foregoing, are superior to and take precedence over any rights, benefits, duties and obligations of Buyer and Seller under the particular contract/agreement between them which provided for the sale by Seller to Buyer of the Goin’ Postal Store and the shipping and packaging business conducted at such Store (such contract/agreement being referred to as the “Buyer/Seller Sale Agreements”). In enforcing, exercising or protecting any of its rights, entitlements, benefits, or protections under the Franchise Documents, Franchisor shall have no duty or responsibility to determine, ascertain, comply with or abide by, nor shall Franchisor be liable or accountable to either Buyer or Seller for any resulting interference with or resulting breach of, any of the specific terms, provisions, duties or prohibitions under the Buyer/Seller Sale Agreements. In particular, but without limitation of the foregoing, Franchisor shall have no liability or accountability to Buyer or Seller for any interference with, or resulting breach of, the Buyer/Seller Sale Agreements associated with any communications between Franchisor and Buyer concerning a relocation of the Goin’ Postal Store, as is permitted by the Franchise Documents, or by virtue of any approval of or assistance with such a relocation by Franchisor (it being understood, however, that Buyer shall have no right to change the Location of the Goin’ Postal Store without Franchisor’s prior written approval).

[Buyer’s Initials] [Seller’s Initials]

**Seller** accepts and continues to be bound by the Non-Competition and Non-Solicitation Agreement signed by Seller in conjunction with the original Franchise Agreement. The time period stated in the Non-Competition and Non-Solicitation Agreement begins upon the date of Closing of the sale of the Goin’ Postal Store to Buyer.

[Seller’s Initials]

**Seller & Buyer** both release Goin’ Postal Franchise Corporation, it affiliates, and their respective officers, directors, agents, representatives, owners and employees from any and all claims and liabilities that may have arisen during the Term of the Seller’s original Franchise Agreement.

[Seller’s Initials] [Buyer’s Initials]

**Buyer Personal Information**

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<thead>
<tr>
<th>Name: [if an entity, provide all requested information for the entity and for all owners, officers and directors/managers]</th>
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<tbody>
<tr>
<td>Home Address:</td>
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**Execution**
We the undersigned agree to and accept to be bound by this Acknowledgment, the Addendum to which it is attached and the original Franchise Agreement and Non-Competition and Non-Solicitation Agreements. Buyer agrees in addition to be bound by the newly signed Franchise Agreement and Non-Competition and Non-Solicitation Agreement.

_________________________________ ____________________________
Buyer Date

_________________________________ ____________________________
Seller Date

Please send this Acknowledgment, the Addendum to which it is attached, transfer fee payment of $5,000.00, fully completed (including all initials and signatures) UFDD/Franchise Agreement/Non-Competition and Non-Solicitation Agreement/Continuing Personal Guaranty (as applicable)/Domain Name License Agreement (as applicable), and a copy of the signed Buyer/Seller Sale Agreements to:

Attn: Transfers
Goin’ Postal Franchise Corporation
4941 4th Street
Zephyrhills, FL 33542
(813) 782-1500

Received and accepted Date: ____________________________

_________________________________
Officer for Goin’ Postal Franchise Corporation
EXHIBIT “C”
TO
GOIN’ POSTAL FRANCHISE CORPORATION
FRANCHISE AGREEMENT
GOIN’ POSTAL
FRANCHISEE DE-IDENTIFICATION CHECKLIST

1. Return all confidential manuals and materials, including Store Set-Up Manual and New Franchisee Primer and Operations Manual;

2. Remove, replace, cover, or alter so as to delete GPFC’s Marks, all items from your Store which bear GPFC’s Marks and design logo and which are not required to be returned to GPFC, including signs, brochures, flip charts, business cards, name tags, stationery, invoices, and any other forms or documents, and cease using the Marks and design logo for any purpose;

3. Cease using any of GPFC’s computer software, including GPFC’s GP Rate Pro Software, and return without making or retaining any copy all associated disks, CD’s and manuals to GPFC;

4. Take reasonable steps to inform all clients, customers, vendors and others with whom you do business that the Store is no longer affiliated with GPFC or GPFC’s Goin’ Postal Franchise Chain, and that you no longer offer any retail shipping or postal services at your Location, including:
   a. change name of the Store and cease using the Goin’ Postal name or any of GPFC’s Marks;
   b. distribute notices to the customers, vendors, etc., including those customers maintaining post office boxes, informing them that as of a certain date, the business will be operated independently from the Goin’ Postal Franchise Chain and there will no longer be any affiliation with GPFC or GPFC’s Goin’ Postal Franchise Chain and the business will no longer offer retail shipping or postal services;
   c. inform them that the new business will cancel all existing contracts and will provide refunds to those who are terminated (customers who rent post office boxes should be notified to pick up mail, close out the post office box and submit a change of address notice to the applicable local United States Post Office); and
   d. post a conspicuous notice in the reception area which states that this is an independently operated business and not affiliated with GPFC or GPFC’s Goin Postal Franchise Chain, and no longer offers retail shipping or postal services.

5. Notify the local telephone company(ies) of the change in name of Franchisee’s business operations, advise telephone company(ies) to change the directory assistance listing, cancel white and yellow page listings and advertisements and replace them with a listing under a new name if there is a permitted continuation of the business and inform the telephone company(ies) that future yellow page advertisements should no longer bear the name Goin’ Postal or contain any other of GPFC’s Marks. In addition to the above steps, take other steps imposed by GPFC to ensure that no “likelihood of confusion” exists;

6. Since GPFC uses a particular set of colors which is unique to it, change the color scheme of the Store. Redecoration, at Franchisee’s expense, may also be required;

7. If GPFC does not assume the lease obligation of the Store, notify the landlord that the new business is no longer affiliated with GPFC or GPFC’s Goin’ Postal Franchise Chain. At GPFC’s request, an amended lease must be signed which will remove the right to conduct a retail shipping and postal business at the leased premises;
8. Cease, desist and refrain from using, and discontinue any further use of, any of GPFC’s Marks, including the name Goin’ Postal, the Goin’ Postal trademarks, or any related, similar, comparable, or derivative name or mark and immediately proceed to change the business name of your Store by removing any and all signs, posters, displays, advertisements and every other form or manner of name reference or usage of any of GPFC’s Marks, including the name Goin’ Postal and the Goin’ Postal trademark and registered logo “your friendly neighborhood shipping center”, the slogan and tag line “Delivering the Best of America”, and any and all related, similar, comparable or derivative names, logos, slogans, tag lines or marks, including the cartoon depiction of a Goin’ Postal parcel carrier or any other aspect or reproduction of any of GPFC’s Marks;

9. Cease, desist and refrain from using, and discontinue any further use of, any and all materials bearing or containing any of the GPFC’s Marks, as well as GPFC’s Store Set-Up and Operations Manuals and Materials, including all webpage materials, e-mail addresses, fictitious name (i.e. d/b/a) registrations, stationery, business cards, checks and banking records, advertisements, computer data systems and electronic forms and any and all other similar or related items or materials which bear or contain any of GPFC’s Marks or which are part of GPFC’s Store Set-Up Manual, Operations Manuals, website materials (including those within the secure password protected Owners’ Section) or other Materials. All such proprietary items must be returned to GPFC within 15 days of the Termination;

10. Return to GPFC within 15 days of the Termination all GPFC Store Set-Up Manuals, Operations Manuals and other Materials, including any computer programs, computer hardware and software, or computer disks developed by or belonging to GPFC, training materials, all materials pertaining to the establishment and set up of a Goin’ Postal franchise and Store, and other of GPFC’s Methods, Standards and Systems, and all other written materials, computer oriented materials and similar materials and documentation developed by or related to or otherwise pertaining to the Goin’ Postal franchising system and Goin’ Postal franchises, and immediately discontinue all further use of each and every one of those designated items and materials;

11. The Franchisee must immediately cease, desist and refrain from holding itself out as a franchisee of GPFC or of the Goin’ Postal Franchise Chain, cease using all advertising materials, displays, forms and other materials bearing the name Goin’ Postal or any of the other GPFC’s Marks, discontinue any and all indicia of any nature whatsoever of any association with GPFC or the operation of a Goin’ Postal franchise, including changing the internal and external color schemes at the Store, and cease conducting any retail shipping and/or postal business at Franchisee’s Store or at the Location;

12. Notify all other vendors, suppliers, lenders, creditors, utility companies and other third parties with whom Franchisee does business of the name change of the business operation at the Store and that Franchisee is no longer part of the Goin’ Postal Franchise Chain and no longer doing business under the Goin’ Postal name or doing business as a retail shipping and postal business; and

13. Strictly abide by and refrain from violating in any way all covenants and agreements contained within the Non-Competition and Non-Solicitation Agreement signed by Franchisee in conjunction with this Agreement.

14. Strictly abide by and refrain from violating in any way, if applicable, all covenants and agreements contained within the Domain Name License Agreement (Exhibit “L” to GPFC’s FDD), including immediate cessation of use of all domain names, websites, website materials and other entitlements licensed to Franchisee under said Domain Name License Agreement, taking all steps to disable such website(s), assigning to GPFC all rights of Franchisee in and to all such
domain names and websites, and taking all steps GPFC requires to dissociate Franchisee with such website(s) and domain name(s).
EXHIBIT “B” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

NON-COMPETITION AND NON-SOLICITATION AGREEMENT
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement ("Agreement") is entered into by and between Goin’ Postal Franchise Corporation ("GPFC") and ("Covenantor"), and becomes effective on the Effective Date of the Franchise Agreement once counter-signed by GPFC. THIS AGREEMENT IS MADE SUBJECT TO ANY PROVISIONS OF ANY EXHIBIT “H” ATTACHED TO THE DISCLOSURE DOCUMENT WHICH INCLUDED THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT PRESENTED TO AND SIGNED BY COVENANTOR AND WHICH SPECIFICALLY AND EXPRESSLY RELATE TO THE STATE OF FRANCHISEE’S RESIDENCY.

RECITALS

WHEREAS, Covenantor is either (1) the “Franchisee” named in the Franchise Agreement ("Franchise Agreement") that is being signed in conjunction with this Agreement and from and as a result of which this Agreement is being signed, and/or (2) an equity owner of the legal entity that is named as the Franchisee in the Franchise Agreement ("Covenantor" shall for all purposes under this Agreement mean and refer to the entity (if Franchisee is an entity), all equity owners of such entity, and all managers and/or primary operators of Franchisee’s “Store”);

WHEREAS, Covenantor acknowledges that GPFC has a legitimate business interest in protecting its franchise and franchisees from unfair competition by an existing or former franchisee that has had special, intimate knowledge of GPFC’s methods and trade secrets and confidential information for the operation of a Goin’ Postal shipping store;

WHEREAS, Covenantor acknowledges that GPFC has a legitimate business interest in protecting its franchises and franchisees from unfair competition by an existing or former franchisee that transfers (without GPFC’s permission) the goodwill associated with GPFC’s proprietary and protected marks and business practices to a business that competes with GPFC’s franchisees;

WHEREAS, Covenantor acknowledges that GPFC has a legitimate business interest in protecting its franchises and franchisees from unfair competition by an existing or former franchisee that is able to take advantage of the knowledge and experience gained in running a Goin’ Postal shipping store, and use such knowledge and experience in operating a new competing business without having to continue to pay royalties and other fees for such information, thereby placing other franchisees at a competitive disadvantage;

WHEREAS, Covenantor acknowledges that GPFC has a legitimate business interest in re-franchising the formerly protected territory of a former franchisee, and GPFC would suffer irreparable damage absent this Agreement because it would be unable to attract new franchisees to the area served by its former franchisee;

WHEREAS, Covenantor acknowledges that GPFC has a legitimate business interest in protecting its franchises and franchisees from unfair competition by an existing or former franchisee who (1) diverts business and customers from a current or former Goin’ Postal store to a competitor of GPFC, or (2) induces or attempts to induce an employee of any Goin’ Postal store to discontinue their employment with the store;

WHEREAS, Covenantor acknowledges that GPFC requires the execution of this Agreement as an ancillary requirement to GPFC’s simultaneous grant of a franchise to Covenantor or a legal entity of which Covenantor is an equity owner.
NOW, THEREFORE, in express acknowledgement and recognition of the importance of the foregoing recitals, the parties agree as follows:

1. Consideration In Exchange for Covenantor’s Covenants in This Agreement

Covenantor hereby expressly acknowledges and confirms that all of the valuable benefits, advantages and opportunities enjoyed by Covenantor immediately upon (and solely as a result of) Covenantor’s (or as applicable, Covenantor’s legal entity) becoming a franchisee under the Franchise Agreement (which occurs simultaneously and corresponding with, the execution of this ancillary Agreement), and the additional protection provided by this Agreement being signed by all other new franchisees, serve as valuable and adequate consideration received in simultaneous exchange for all of Covenantor’s promises and covenants made in this Agreement below.

2. Covenantor’s In-Term Non-Competition and Non-Solicitation Covenants

During the term of the Franchise Agreement corresponding to this Agreement, and without geographic limits, Covenantor shall not, directly or indirectly (such as through corporations or other entities controlled by the Covenantor or by or through or in conjunction with any other individual person or persons including, but not limited to, Covenantor’s spouse (if any) and employees):

a. divert or attempt to divert any business or customer of any Store to any competitor or do anything injurious or prejudicial to the goodwill associated with GPFC’s Marks, Standards, Method, GPFC’s Goin’ Postal Franchise Chain, or GPFC’s business practices; and

b. persuade, entice, or attempt to persuade or entice, any employee of any Goin’ Postal Store to discontinue their employment with such Store; and

c. own, maintain, engage in, be associated with, be employed by, advise, assist, invest in, be landlord to, franchise, or have any interest in any business which is the same or substantially similar to or competitive with any Goin’ Postal shipping Store; and

d. use, communicate, disseminate, provide access, or divulge to anyone at any time any confidential information or trade secrets of GPFC, or at any time copy, duplicate, record or otherwise reproduce any confidential information or trade secrets of GPFC, including without limitation those materials contained within the secure password protected Owners’ Section of GPFC’s website, except as expressly permitted in the Franchise Agreement.

3. Covenantor’s Post-Term Non-Competition and Non-Solicitation Covenants

a. For purposes of this Section 3, the word “Conclusion” means the termination/expiration of the Franchise Agreement corresponding to this Agreement, regardless of whether such termination/expiration occurs prior to, or at the end of, such Franchise Agreement’s 15 year term.

b. Upon the Conclusion of the Franchise Agreement corresponding to this Agreement, and for the stated time period thereafter and geographic restriction provided below, Covenantor shall not, directly or indirectly (i.e. see explanation of indirectly in Section 2 above):

(i) for a two (2) year period following the Conclusion of the Franchise Agreement corresponding to this Agreement and without geographic limitation, divert or attempt to divert any business or customer of any Store to any competitor, or do
anything injurious or prejudicial to the goodwill associated with GPFC’s Marks, Standards, Method or GPFC’s Goin’ Postal Franchise Chain; and

(ii) for a two (2) year period following the Conclusion of the Franchise Agreement corresponding to this Agreement and without geographic limitation, own, maintain, engage in, be associated with, be employed by, advise, assist, invest in or have any interest in any business which is the same as, or substantially similar to or competitive with any Goin’ Postal shipping Store; and

(iii) for a two (2) year period following the Conclusion of the Franchise Agreement corresponding to this Agreement and without geographic limitation, persuade, entice or attempt to persuade or entice any employee of any Goin’ Postal Store to discontinue their employment with such Store.

C. Upon the Conclusion of the Franchise Agreement corresponding to this Agreement, Covenantor shall not, at any time, directly or indirectly (see Section 2 above for explanation of indirectly):

(i) communicate, disseminate, provide access, reveal or divulge to anyone, in whole or in part, any of the confidential information or trade secrets of GPFC; and

(ii) use, copy, duplicate, record or otherwise reproduce at any time any of the confidential information or trade secrets of GPFC; and

(iii) use in any manner whatsoever any of the Marks, the Standards, the Method, GPFC’s Operations Manuals, GPFC’s Store Set-Up Manuals, GPFC’s GP Rate Pro Software, any of the materials contained within the secure password protected Owners’ Section of GPFC’s website, or any other proprietary or intellectual property rights of GPFC and GPFC’s Goin’ Postal Franchise Chain, including, without limitation, any domain name(s) or website(s) licensed to Covenantor in connection with a Domain Name License Agreement (as evidenced by Exhibit “L” attached to GPFC’s Franchise Disclosure Document to which this Agreement was attached as Exhibit “B”), or any content maintained within such website(s) or at such domain name(s).

(iv) Violate any of the obligations imposed upon Covenantor by the Franchise Agreement (including Section 14) from and after the Conclusion of the Franchise Agreement.

d. Upon the Conclusion of the Franchise Agreement corresponding to this Agreement, Covenantor shall immediately return to GPFC all Operations Manuals, all Store Set-Up Manuals, all training materials, all GPFC proprietary software (including GP Rate Pro software) and printed matters, all website materials, all other confidential information and trade secrets, and all of GPFC’s advertising and promotional signs and similar items.

4. Definitions

The following terms (and any other capitalized terms used in this Agreement which are not defined by this Agreement) shall have the meanings and definitions assigned to them in the Franchise Agreement unless otherwise expressly provided in this Agreement: “Store”, “Marks”, “Method”, “Standards”, “GPFC’s Goin’ Postal Franchise Chain”, “GPFC’s Operations Manual”, “GPFC’s Store Set-Up Manual”, “GPFC’s GP Rate Pro Software”, “Owners’ Section of GPFC’s website”, “confidential information” and “trade secrets”.

133 Franchisee’s Initials ______________
5. Severability

It is the parties desire and intention that the covenants contained in this Agreement shall be construed as agreements severable and independent from each other, except that any violation of Section 2 of this Agreement shall constitute a material breach and default of the Franchise Agreement associated with this Agreement and "cause" for immediate termination of the Franchise Agreement without opportunity to cure. It is also the intention of the parties that if any Section of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, then the maximum legally allowable restriction permitted by applicable law shall control and bind Covenantor.

6. Enforcement Costs

Covenantor agrees to pay to GPFC all of the costs and expenses (including reasonable attorneys’ fees) incurred by GPFC in connection with its enforcement of this Agreement.

7. Counter-Parts, Entire Agreement, Amendments

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be one and the same instrument. The parties may sign such counterparts via fax. This Agreement, together with the Franchise Agreement associated with this Agreement, contains the entire agreement of the parties pertaining to the subject matter hereof and no prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties not expressly included in this Agreement shall be of any force and effect. Any modifications to this Agreement must be accomplished by a written agreement signed by both parties.

8. Suspension of Non-Compete Time Periods During Dispute Resolution Proceedings.

In the event that this Agreement or this Agreement’s corresponding Franchise Agreement become the subject of any mediation, arbitration or litigation, then the applicable post-term time periods referenced above in Section 3 (or as may be determined by any mediator, arbitrator or judge) shall (a) be suspended during the entirety of any such dispute resolution proceedings; and to the maximum extent found enforceable in such proceedings, (b) begin to run from the date following such proceedings upon which Covenantor first complies with this Agreement.

9. Injunction.

Covenantor recognizes and agrees that the injury that GPFC and certain of its franchisees will suffer in the event of Covenantor's breach of any covenant contained in this Agreement cannot be compensated by monetary damages alone, and Covenantor therefore agrees that in the event of a breach or threatened breach by Covenantor of this Agreement, GPFC (and its affiliates, successors and assigns), in addition to and not in limitation of, any other rights, remedies, or damages available to GPFC (and/or its affiliates, successors, and assigns) at law, in equity, under this Agreement or otherwise, shall be entitled to seek an injunction from any court of competent jurisdiction in order to prevent or restrain any such breach by Covenantor or by Covenantor’s agents, representatives, employees, partners, co-owners, or any and all other persons directly or indirectly acting for or with him/her/it.

10. Choice of Law, Venue and Jurisdiction.

This Agreement shall be (a) deemed made and entered into, and (b) construed and governed under and in accordance with the laws of the State of Florida, except to the extent that the laws of the State where the Store associated with the Franchise Agreement (that is owned and operated by Covenantor or, as applicable, Covenantor’s legal entity) is located requires in order for the Franchise
Agreement and this Agreement to be enforceable against the Covenantor or Covenantor’s legal entity that such State’s laws apply. Exclusive venue and jurisdiction of any suit arising under this Agreement shall lie within the federal or state courts within the State of Florida, except to the extent that the laws of the State where the Store (as previously described) is located requires in order for the Franchise Agreement and this Agreement to be enforceable against the Covenantor or Covenantor’s legal entity that venue and jurisdiction lie in such State.

AGREED TO AND ACCEPTED BY
COVENANTOR:

Print your name: ________________________________________________________

Signature: ________________________________________________________________
Print Title (if applicable): _________________________________________________
Date of Signature: ________________________________________________________

*If the “Franchisee” named in the Franchise Agreement is an entity, or if there is more than one equity owner of “Franchisee”, or if “Franchisee” consists of more than one person, or if someone other than “Franchisee” or an equity owner of an entity “Franchisee” will serve said “Franchisee” as a manager or primary operator, complete and sign the additional COVENANTOR SIGNATURES below for the entity, for each equity owner of the entity, for each person included as part of “Franchisee”, or for each manager or primary operator, or alternatively submit separate signed originals of this Agreement for the entity and for each of said persons.

ADDITIONAL COVENANTOR SIGNATURES:

Print Name of Entity of Franchisee (if applicable): _____________________________

Signature: ______________________________________________________________

Print Name: _____________________________
Print Title: ______________________________
Date of Signature: ______________________

Print your name: _______________________
Signature: ____________________________
Print Title (if applicable): _____________________________
Date of Signature: ______________________

Print your name: _______________________
Signature: ____________________________
Print Title (if applicable): _____________________________
Date of Signature: ______________________

Print your name: _______________________
Signature: ____________________________
Print Title (if applicable): _____________________________
Date of Signature: ______________________
GOIN' POSTAL FRANCHISE CORPORATION:

Signature of Signing Officer: ____________________________________________

Printed Name of Signing Officer: _______________________________________

*Date of Counter Signature: ____________________________________________
(*Effective Date of Agreement)
EXHIBIT “C” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

II. PERSONAL DATA DISCLOSURE

III. FRANCHISE OWNERSHIP INFORMATION FORM
EXHIBIT "C" TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT
PERSONAL DATA DISCLOSURE

This information will be kept strictly confidential and will only be used for setting up accounts for your new business, including but not limited to, UPS, FedEx, USPS, DHL and Pitney Bowes. These accounts must be activated prior to the scheduled time of our arrival at your Location due to limited time available to train you and your staff in the use of these services. Certain information may be updated by you once your Store is operational. You will be given all account names and passwords necessary and as part of your training, and you will be shown how to accomplish each task. Please provide all available information. Should certain information not be available at this time such as your new Store telephone number, please provide it immediately upon its availability, but no later than your scheduled Store opening date.

Your Name _____________________________________________________
Home Address _____________________________________________________
City/State/Zip Code _____________________________________________________
SSN _____________________
Phone _____________________________________________________
   Home _____________________________________________________
   Work _____________________________________________________
   Cell _____________________________________________________
E-mail Address _____________________________________________________
Tax ID Number _____________________________________________________
Store Address _____________________________________________________
City/State/Zip Code _____________________________________________________
Credit Card Info Visa/MC:_____ Discover:_____ AmEx:_____
   Number _____________________________________________________
   Ex Date _____ / _____
   CCV Number _____ (This is the number on the back of your card (or front for Amex)
Billing Address _____________________________________________________
   City _____________________________________________________
   Billing Zip ______________________
Designated Bank Account for ETF arrangements ________________________________
   Bank Name _____________________________________________________
   Bank Address _____________________________________________________
   Check Routing Number __________________________
   Desired Account Password ______________________ Please make password eight characters including at least 1 number.

I authorize my Goin' Postal Franchise Corporation representative to set up necessary accounts for my Goin' Postal Store using the above information, including setting up an electronic funds transfer ("ETF") arrangement through my designated account. I also authorize GPFC to investigate and verify any of the above information and to perform a credit check (you may wish to provide GPFC with a printout of your current credit report [within the last 60 days] from Equifax.com).

Signed:_____________________________________________  Date:_______________
Print Name:_____________________________________________________

Franchisee’s Initials _____________
II. FRANCHISEE OWNERSHIP INFORMATION FORM

1. FULL NAME(S) OF FRANCHISEE [If this franchise is owned by a legal entity, only insert the name of the legal entity; if this franchise is owned by one or more individuals, only insert the name(s) of such individual(s):

Entity Name: __________________________________________

Individual Owner(s): ________________________________

__________________________________________________

__________________________________________________

2. THE FRANCHISE WILL BE OWNED BY (Check which one applies):

SOLE PROPRIETOR  _____  Fed. Tax I.D. #________________________

PARTNERSHIP   _____  Fed. Tax I.D. #________________________

CORPORATION   _____  Fed. Tax I.D. #________________________

LIMITED LIABILITY COMPANY   _____  Fed. Tax I.D. #________________________

OTHER BUSINESS ENTITY   _____  Fed. Tax I.D. #________________________

(Please explain on a separate piece of paper)

3. FULL NAMES OF ALL OWNERS, PARTNERS, SHAREHOLDERS OR MEMBERS AND PERCENTAGE OF OWNERSHIP INTEREST: (Please print names, use separate sheet if necessary)

<table>
<thead>
<tr>
<th>NAME</th>
<th>% OF OWNERSHIP (*)</th>
<th>SOCIAL SECURITY NUMBER</th>
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</table>

*All Partners, Shareholders, Members or other Equity Owners of an Entity Franchisee must also sign a Continuing Personal Guaranty (see Exhibit “K” to the Franchise Disclosure Document to which this particular Exhibit “C” is attached).
4. LIST OF DIRECTORS, MANAGERS OR GENERAL PARTNERS

(Please print names, use separate sheet if necessary)

__________________________________________  ________  __________
__________________________________________  ________  __________
__________________________________________  ________  __________
__________________________________________  ________  __________

6. LIST OF OFFICERS (Please print names, use separate sheet if necessary)

(Name)  (Title)  (S.S.#)

(Name)  (Title)  (S.S.#)

(Name)  (Title)  (S.S.#)

(Name)  (Title)  (S.S.#)

6. DESIGNATED CONTACT PERSON (Please print name)

(Name)

(Title)

______________________________

(Address)

(Telephone Number)
EXHIBIT “D” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT
Credit Card and Designated Account Authorization Form

Credit Card Information:

Card Type (check one): Amex:___ Discover:___ Visa:___ MasterCard:___
Card Number:____________________________________________ Exp Date:____/____
CCV Number (on back of card or front if Amex):______________________________

Name on card:____________________________________________________
(Must be exactly as Name appears on Card)
Billing Address:___________________________________________________
Billing City and State:_________________________ Billing Zip:____________

ETF Designated Account Information

Bank Name:____________________________________________________
Bank Address:__________________________________________________
Bank Telephone:___________________________________________________
Bank Account No.:_______________________________________________
Account/Check Routing No.:________________________________________

You are hereby authorized to bill these charges (I understand only those charges applicable to the
particular Franchise Package I choose to purchase will in fact be charged or withdrawn) either to my
credit card or through an electronic fund transfer arrangement using any designated account, at your
discretion with prior notification of which payment method you impose:

1. Initial Franchise Fee $15,000.00
2. Minimum Required Purchases $10,000.00 (together with applicable shipping expenses and any applicable sales taxes)
4. Future Royalties currently in the amount of $400.00 per month, together with all increases in those monthly Royalties as prescribed by the Franchise Agreement. Your monthly Royalty obligations will be automatically withdrawn from your designated account above, per the Franchise Agreement. You agree that this electronic funds transfer arrangement is the only means by which you are permitted to pay your monthly Royalty obligations. You may only change your designated account by entering replacement bank account information on the Owners’ Section of the GPFC website no later than 20 days prior to the next required monthly Royalty payment.

I further authorize Goin’ Postal Franchise Corporation to charge my credit card or designated account, at its election, designated above for the above charges and for all additional equipment and services necessary to facilitate my Store set up, including charges due to Goin’ Postal Franchise Corporation for training, for all Point of Sale Systems ordered by me, and for all other amounts which become due to Goin’ Postal Franchise Corporation under the Franchise Agreement, including any proportionate share of any taxes which I am required to pay or reimburse GPFC under the provisions of the Franchise Agreement. If I purchased a Turn-Key Franchise Package, I also authorize GPFC to charge my credit card or withdraw from my designated account, at its election, the additional costs due for any overages GPFC incurs due to my particular specifications or circumstances per the terms of the Turn-Key Store Agreement.

Signed (Cardholder and Account Owner):______________________________ Date:___________

Print Name: ___________________________________________ Print Title (if any): ____________________
## EXHIBIT “E” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT
## LISTING OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

### STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS:

#### CALIFORNIA

**Administrator:**
Commissioner of Business Oversight  
Department of Business Oversight  
1515 K Street  
Sacramento, CA  95814
1-866-ASK-CORP  
(1-866-275-2677)

**Agent for Service of Process:**
Commissioner of Business Oversight  
1515 K Street  
Suite 200  
Sacramento, CA  95814-4052
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609

#### FLORIDA

**Administrator:**
Florida Department of Agriculture & Consumer Services  
Room 110 – Mayo Building  
Tallahassee, FL  32301
(850) 488-2221

**Agent for Service of Process:**
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, Florida 33609

#### HAWAII

**Administrator:**
Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii  96813
(808) 586-2722

**Agent for Service of Process:**
Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii  96813
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609

#### ILLINOIS

**Administrator:**
Franchise Division  
Office of Attorney General  
500 South Second Street  
Springfield, IL 62706
(217) 782-4465

**Agent for Service of Process:**
Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609
INDIANA

Administrator: 
Franchise Division  
Office of Secretary of State  
302 W. Washington St., Rm E111  
Indianapolis, IN 46204  
(317) 232-6681

Agent for Service of Process: 
Indiana Secretary of State  
201 State House  
Indianapolis, Indiana 46204  
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609

MARYLAND

Administrator: 
Office of the Attorney General  
Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202-2020  
(410) 576-6360

Agent for Service of Process: 
Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609

MICHIGAN

Administrator: 
Consumer Protection Division  
Franchise Section  
P.O. Box 30213  
Lansing, MI 48909  
(517)373-7117

Agent for Service of Process: 
Department of Labor & Economic Growth  
Bureau of Commercial Service  
Corporate Division  
P.O. Box 30054  
Lansing, MI 48909  
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609

MINNESOTA

Administrator: 
Franchise Division  
Department of Commerce  
133 East Seventh Street  
St Paul, MN 55101  
(651) 296-6328

Agent for Service of Process: 
Commissioner of Commerce  
Department of Commerce  
85 7th Place East  
Suite 500  
St. Paul, Minnesota 55101-2198  
Copy to:  
Robert W. Bible, Jr., Esq.  
Lopez, Kelly & Bible, P.A.  
4100 W. Kennedy Blvd., Suite 114  
Tampa, FL 33609
NEBRASKA

Administrator: Dept. of Banking and Finance
P.O. Box 95006
Lincoln, NE 68509
(402) 471-2171

Agent for Service of Process: Nebraska Dept. of Banking & Finance
Commerce Court
1230 "O" Street, Suite 400
P.O. Box 95006
Lincoln, Nebraska 68509-5006
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

NEW YORK

Administrator: Franchise & Securities Division
State Department of Law
120 Broadway – 23rd Floor
New York, NY 10271
(212) 416-8211

Agent for Service of Process: Secretary of State
41 State Street
Albany, New York 12231
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

NORTH DAKOTA

Administrator: North Dakota Securities Department
600 East Boulevard Avenue, 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910

Agent for Service of Process: Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, 5th Floor
Bismarck, ND 58505-0510
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

OREGON

Administrator: Corporate Securities Section
Department of Insurance & Finance
Labor & Industries Building
Salem, OR 97310
(503) 378-4387

Agent for Service of Process: Director of Department of Consumer and Business Services
350 Winter Street NE
P.O. Box 14480
Salem, OR 07309-0405
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609
RHODE ISLAND

Administrator:
Director
Department of Business Regulation
Securities Division
John O. Pastore Complex – Bldg. 69-1
1511 Pontiac Avenue
Cranston, R.I. 02920
(401) 462-9587

Agent for Service of Process:
Director
Department of Business Regulation
Securities Division
John O. Pastore Complex – Bldg. 69-1
1511 Pontiac Avenue
Cranston, R.I. 02920
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

SOUTH DAKOTA

Administrator:
Division of Securities
Department of Revenue and Regulation
445 East Capitol Avenue
Pierre, SD 57501-3185
(605) 773-4823

Agent for Service of Process:
Director of Division of Securities
Department of Revenue and Regulation
445 East Capitol Avenue
Pierre, SD 57501-3185
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, Florida 33609

TEXAS

Administrator:
Secretary of State’s Office
Statutory Documents Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

Agent for Service of Process:
Secretary of State
P.O. Box 12887
Austin, Texas 78711-2887
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

UTAH

Administrator:
Department of Commerce
Division of Consumer Protection
160 East 300 South
SM Box 146704
Salt Lake City, Utah 84114-6704

Agent for Service of Process:
Department of Commerce
Division of Consumer Protection
160 East 300 South
SM Box 146704
Salt Lake City, Utah 84114-6704
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609
VIRGINIA

Administrator:
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street/9th Floor
Richmond, Virginia 23219
(804) 371-9051

Agent for Service of Process:
Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

WASHINGTON

Administrator:
The Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, WA 98507-9033
Voice: (360) 902-8760
Fax: (360) 586-5068

Agent for Service of Process:
Administrator of Securities
P.O. Box 9033
Olympia, Washington 98507-9033
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

WISCONSIN

Administrator:
Department of Financial Institutions
Division of Securities
P. O. Box 1768
Madison, WI 53701-1768
(608) 266-8557

Agent for Service of Process:
Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Suite 300
Madison, Wisconsin 53703
Copy to:
Robert W. Bible, Jr., Esq.
Lopez, Kelly & Bible, P.A.
4100 W. Kennedy Blvd., Suite 114
Tampa, FL 33609

A copy of any service of process served on any of the above-referenced Agents for Service of Process should also be served with our attorney, Robert W. Bible, Jr., Esquire, Lopez, Kelly & Bible, P.A., 4100 W. Kennedy Blvd., Suite 114, Tampa, Florida 33609. Our Agent for Service of Process in all States other than those listed above is our attorney, Robert W. Bible, Jr., Esq., Lopez, Kelly & Bible, P.A., 4100 W. Kennedy Blvd., Suite 114, Tampa, Florida 33609.
This a list of pre-approved products and services. Other products may be added to your line up with pre-approval by GPFC. Once a new product or service is pre-approved for a Franchisee it will be added to this list of pre-approved products and services. Only those products and services expressly reflected below as being approved for your sale or distribution as part of your Goin’ Postal Store business and through use of the Goin’ Postal name and Marks may be so sold, offered or distributed under the Goin’ Postal name and through use of the Goin’ Postal Marks.

**APPROVED PRODUCTS AND SERVICES FOR SALE UNDER GOIN’ POSTAL MARKS:**

**Shipping and Mailing Services(*)**

- UPS (United Parcel Service)
- FedEx (Federal Express)
- DHL International
- USPS (United States Postal Service)
- Freight Shipping
- Stamps (including customized photo stamps)

*The above services require that you procure accounts from third party shippers. Though GPFC will endeavor to assist you in procuring these accounts, we do not and cannot guaranty that you will be able to qualify for or obtain some or all of them.

**Other Products and Services [GPFC does not provide training or support for many of these services]**

- Fax Services
  
  Fax services require you to purchase a fax machine and add an additional phone line, both of which may be available to you at extra charge from various vendors. The cost of a fax machine is included in the cost of a Turn Key Franchise Package.

- Copy Services
  
  Copy services require you to purchase copy machine equipment and supplies which may be available to you at extra charge from various vendors. Your ability to purchase copy machine equipment and make payments over time may be impacted by your credit.

- Lamination Services
  
  Lamination services require a laminating machine which is available to you at extra charge from various vendors.

- Full Printing Services
  
  Printing of business cards, flyers, brochures, stationery, photo printing, invitations, and calendars, may be offered as part of your Goin’ Postal Store Franchise, and may be done in house with your own equipment (which you may purchase at extra charge from various vendors) or contracted out to various printing vendors.

- EBay / Craig’s list
- Package pickups
You may offer a pickup service from your Goin’ Postal Store, but you must have appropriate commercial auto insurance, and you may need to purchase or lease a vehicle and extra equipment to perform those pickups (see Territory restrictions in Item 12 of GPFC’s Disclosure Document and Section 1.2 of the corresponding Franchise Agreement).

- **Mailboxes**
  
  To offer mailboxes for rent to handle customers’ mail, you will be required to execute various items of required paperwork by the United States Postal Service.

- **Binding**

  Offering this service requires the purchase of additional equipment at additional cost not controlled by Goin’ Postal Franchise Corporation.

- **Shipping Supplies (boxes, tape, knives, paper, bubble wrap, etc.)**

  You may offer shipping supplies from various vendors. GPFC reserves the right to assign approved vendors to supply your Store with these supplies.

- **Office Supplies (pens, paper, staplers, scissors, etc.)**

  You may offer office supplies from various vendors. GPFC reserves the right to assign approved vendors to supply your Store with these supplies.

- **Ink and Toner**

  You may offer ink and toner, either new or remanufactured, through various vendors. GPFC reserves the right to assign approved vendors to supply your Store with these supplies.

- **Gift wrapping services**

- **Recycling Packaging material such as bubble wrap, air packs, and packing peanuts**

- **Greeting Cards**

- **Limited Gift Items**

- **Phone Cards**

- **Key Duplication**

  Key duplication services require duplication machine equipment which may be available to you at extra charge from various vendors. GPFC does not provide training or support for this service.

- **Internet Access**

  To provide Internet access to your customers via sit down terminals or wirelessly through their own laptops, you will require additional equipment that is available to you through various vendors. You may not under any circumstances give your customers access to the wireless or wired network that your GP Point of Sale Systems are on. GPFC does not provide training or support for this service.
• Turning pictures into C.D’s and Scan to e-mail

Creating CD’s and emails from your customers’ information may require additional equipment which is available from various vendors. GPFC does not provide training or support for these services.

PRODUCTS AND SERVICES PROHIBITED FROM BEING OFFERED OR SOLD UNDER THE Goin’ POSTAL NAME OR THROUGH USE OF ANY Goin’ POSTAL MARKS [YOU MUST OBTAIN OUR PRIOR WRITTEN CONSENT BEFORE OFFERING FOR SALE ANY OF THE FOLLOWING PRODUCTS OR SERVICES]:

The following products and services may be offered in your Store upon our prior written approval, but you must conspicuously display the independent logo and marks of the vendor that provides those products or services to inform your customers that those products and services are not offered as part of your Goin’ Postal Store franchise. These products and services may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for these services.

• Web Design & Web Hosting

You may offer web design and hosting services from your Store under a separate business name and not from or as part of the business of your Goin’ Postal Store. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

• Ad design

You may offer ad design services from your Store under a separate business name and not from or as part of the business of your Goin’ Postal Store. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

• Shredding Services

You may offer document shredding services from your Goin’ Postal Store franchise but they must be part of a separate licensed document shredding service and promoted separate from and independent of your Goin’ Postal Store franchise. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

• Cell Phone and Communications Services

You may offer for sale cell phone equipment and plans under the separate and independent trademark of a licensed provider of such services, such as AT&T or Verizon. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

• Satellite TV
You may offer satellite TV equipment and plans under the separate and independent trademark of a licensed provider of such services, such as DISH Network or DirecTV. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

- Notary

Providing notary services involves various state rules and regulations. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

- ATM

You are permitted to offer ATM services through your Store under the separate and independent trademark of the vendor supplying the equipment. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

- Lottery

While you may offer for sale the specific tickets and games of state approved and sanctioned lotteries through your Store, this service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

- Money Order & Money Transfer

You may offer money order and wire transfer services through your Store which are licensed and backed by a national provider such as Wells Fargo or Moneygram; but you may be subject to various background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service. Offering these services may increase the insurance premiums for required loss and risk coverage beyond those payable on your Goin’ Postal Store franchise operated at the same Location.

- Finger printing

You may offer finger printing services through a licensed service under a separate and independent trademark. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

- Passport services

Various third parties offer expedited passport services which you may offer in your Store under the separate and independent trademarks of those third parties. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.
• Tax preparation

You may section off a small space in your Store to prepare income taxes for your customers; but all tax preparations done at your Store Location must be billed separately from products and services offered and sold to your Goin’ Postal customers, and must be performed under a separate and independent license and trademark such as H & R Block or Jackson Hewitt. This service may require background checks, credit checks, and bonding and insurance requirements not controlled or researched by Goin’ Postal Franchise Corporation. Goin’ Postal Franchise Corporation provides no training or support for this service.

• Customized items such as t-shirts, mugs, mouse pads, and life-sized photographic stand-ups

You may offer customized items from your Store, either as a Life Size Greetings dealer, or from another supplier of your choice. All such items furnished by a supplier other than our LifeSize Greetings division must be offered under a separate trademark and not as part of the products and services available from your Goin’ Postal Store franchise. “LifeSize Greetings” products may be offered as part of your general Goin’ Postal Store business operations.
EXHIBIT “G” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT
INSTRUCTIONS: STEPS TO BECOMING A GOIN’ POSTAL FRANCHISEE
EXHIBIT “G” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

INSTRUCTIONS: STEPS TO BECOMING A GOIN’ POSTAL FRANCHISEE

If you are interested in opening a Goin’ Postal Shipping Store and becoming a Goin’ Postal Franchisee, you must follow each of these steps exactly:


2. Download and print (if you requested that disclosure documents be provided to you electronically), and Read the Uniform Franchise Disclosure Document and all Exhibits.

3. Read The Franchise Agreement and all Exhibits. IF you are purchasing a Turn-Key Franchise Package, you also need to give additional attention to reading the Turn-Key Store Agreement. If the Franchisee is an entity (for example, a corporation or a partnership) you also need to give additional attention to reading the Continuing Personal Guaranty (Exhibit “K” to the UFDD).

4. Consult an attorney with any legal issues or questions you may have. Consult an accountant or other financial advisor with any financial issues or questions you may have.

5. Call us with any specific questions you may have. We’ll be happy to answer them on the phone.

6. Print two copies of the UFDD and all Exhibits.

7. Complete all blank information on, and then sign and date both copies of the “Receipt” attached at the very end of this Disclosure Document (identical to the Receipt appearing in sequential order which is under Item 23 in the Uniform Franchise Disclosure Document) and then mail 1 original signed and dated “Receipt” to Goin’ Postal Franchise Corporation at the address provided in instruction #14 below. The “Date Received” line must be dated at least 14 calendar days before both your payment of the initial franchise fee and your signed Franchise Agreement are sent to Goin’ Postal Franchise Corporation for processing per instructions #14 and #15 below. The “Name of Franchisee” should be your individual name unless Franchisee is a corporation, partnership or other entity, in which case you will print the name of the entity. Keep an extra copy of your signed Receipt as you will need it in instruction #12 below. Make sure to insert the date of the Disclosure Document (from the State Effective Dates Exhibit to the UFDD which follows immediately after the State Cover Page appearing at the beginning of this Disclosure Document) in the blank space provided in the text appearing above the listing of Exhibits.

8. Sign and date the Franchise Agreement which is Exhibit “A” to the UFDD, and initial all pages. This Agreement must be signed by an authorized agent of Franchisee (if an entity; i.e. president, general partner, LLC manager) and by each Owner listed in Item #3 of Part II of Exhibit “C” (see instruction #10 below). You must have your desired Store Location approved by us and once approved, insert on the first page of the Franchise Agreement both the address of the approved Location and the Store # allocated by us for the approved Location.

8. Sign and date the Non-Competition and Non-Solicitation Agreement which is Exhibit “B” to the UFDD, and initial all pages. This Agreement must be signed by an authorized agent of Franchisee (if an entity; i.e. president, general partner, LLC manager) and by each Owner listed in Item #3 of Part II of Exhibit “C” (see instruction #10 below). You will therefore need to make as many copies of this Agreement as necessary for one
separate original signed Agreement to be submitted with your packet for the entity Franchisee (as applicable) and for each Owner.

10. Fill out, as completely as possible, and sign and date the Personal Data Disclosure (Part I) and Franchisee Ownership Information Form (Part II) which is Exhibit “C” to the UFDD. If any of the information is not currently available, you may send us the missing information as soon as it is available.

11. Fill out and sign and date the Credit Card and Designated Account Authorization Form which is Exhibit “D” to the UFDD.

12. Initial all pages of the UFDD and all Exhibits. Franchisees residing in any of the States listed in Exhibit “H” must enter the name of their State of residency in the space provided at the end of Exhibit “H” and must sign Exhibit “H” in the same manner as you are required to sign the Franchise Agreement (Exhibit “A”) under instruction #8 above. Franchisees purchasing a Turn-Key Franchise Package must also sign, date and complete all required information on the Turn-Key Store Agreement (Exhibit “J” to the UFDD), and initial all pages (if applicable, the Turn-Key Store Agreement must be signed in the same manner as you are required to sign the Franchise Agreement under instruction #8 above). Franchisees who are an entity must also have each Owner listed in Item #3 of Part II of Exhibit “C” to the UFDD sign, date and complete all required information on the Continuing Personal Guaranty (Exhibit “K” to the UFDD), and initial all pages. Franchisees who desire or intend to have a website for their Store must also sign, date and complete all required information on the Domain Name License Agreement (Exhibit “L” to the UFDD), and initial all pages (if applicable, the Domain Name License Agreement must be signed in the same manner as you are required to sign the Franchise Agreement under instruction #8 above). For the page of the UFDD containing the Receipt (Item 23), use a copy of your signed and dated Receipt (from instruction #7 above), but place your initials where provided. Make sure all appropriate areas are completed, all pages requiring your signature are signed, and each page is initialed where appropriate.

13. Enclose with your returned packet under instruction #14 below the appropriate deposit check for the $15,000.00 initial franchise fee and the $10,000.00 for the Required Minimum Purchases if you do not intend to charge these fees and costs to your designated credit card or have them automatically withdrawn by and electronic funds transfer from your designated account. Check (if applicable) should be payable to Goin’ Postal Franchise Corporation. Purchasers of a Turn-Key Franchise Package are required to remit the $15,000.00 initial franchise fee, plus an additional sum of $60,000.00 by separate check made payable to Goin’ Postal Franchise Corporation.

14. Upon expiration of fourteen (14) calendar days from the date you entered on the “Date Received” line on your signed Receipt (Item 23 of UFDD; see instruction #7 above), BUT NO EARLIER THAN SUCH DATE, send the entire packet (see instruction #15 below) to:

New Franchises
Goin’ Postal Franchise Corporation
4941 4th Street
Zephyrhills, FL 33542
(813) 782-1500

15. The entire packet must consist of:

- UFDD, signed and initialed where applicable (Receipt, Item 23, should be an initialed copy of original Receipt sent per Instruction #7 above);
- Franchise Agreement (Exhibit “A” to UFDD), signed and initialed where applicable, and all blank areas completed and filled in, including Store information on cover page if available (see instruction #8 above for required signatures);

- Non-Competition and Non-Solicitation Agreement (Exhibit “B” to UFDD), signed and initialed where applicable and all blank areas completed and filled in (see instruction #9 above for required signatures and number of separate Agreements required);

- Personal Data Disclosure and Franchisee Ownership Information Form (Exhibit “C” to UFDD), fully completed, signed and dated, and initialed where applicable – all blank areas must be completed with all available information;

- Credit Card and Designated Account Authorization Form (Exhibit “D” to UFDD), fully completed, signed and dated, and initialed where applicable – all blank areas must be completed in their entirety;

- Exhibits “E”, “F”, “G”, “H” (if applicable) and “I” to the UFDD with your initials on the bottom of each page where indicated (residents of any of the States listed in Exhibit “H” must also complete and sign Exhibit “H” per instruction #12 above);

- If purchasing a Turn-Key Franchise Package, Turn-Key Store Agreement (Exhibit “J” to UFDD), signed and initialed where applicable, and all blank areas completed and filled in (see instruction #12 and instruction #8 above for required signatures). If you are not purchasing a Turn-Key Franchise Package, do not sign the Turn-Key Store Agreement, but simply initial the bottom of each page of the Turn-Key Store Agreement and return it with the other parts of the UFDD you are required to return;

- If Franchisee is an entity, Continuing Personal Guaranty (Exhibit “K” to UFDD), signed by each equity Owner of Franchisee and initialed where applicable, and all blank areas completed and filled in (see instruction #12 above for required signatures). If Franchisee is not an entity, do not sign the Continuing Personal Guaranty, but simply initial the bottom of each page of the Continuing Personal Guaranty and return it with the other parts of the UFDD you are required to return;

- If desiring or intending to have a website set up for your Store, Domain Name License Agreement (Exhibit “L”) to UFDD, signed and initialed where applicable, and all blank areas completed and filled in (see instruction #12 and instruction #8 above for required signatures). If you do not desire or intend to have a website set up for your Store, do not sign the Domain Name License Agreement but simply initial the bottom of each page of the Domain Name License Agreement and return it with the other parts of the UFDD you are required to return; and

- Check (as applicable, if not charging to your designated credit card or paying through electronic funds transfer from your designated account)) for $15,000.00 initial franchise fee (for all purchasers), plus (for Standard Franchise Package purchasers only) $10,000.00 for the Required Minimum Purchases, plus (for Turn-Key Franchise Package purchasers only) a separate check for $60,000.00 made payable to Goin’ Postal Franchise Corporation. Upon acceptance as a franchisee, GPFC will deposit and cash the check(s), or, if applicable, charge your designated credit card for or automatically withdraw from your designated account the $15,000.00 initial franchise fee, the $10,000.00 for Required Minimum Purchases, and, if applicable, $60,000.00 Turn-Key Franchise Package cost. Shipping costs and any applicable sales taxes associated with delivering your Point of Sale Systems and other Required Minimum Purchases must be
paid in advance with your initial franchise fee or they will be charged to your designated credit card or automatically withdrawn from your designated account.

16. We will call or e-mail you when we receive your complete packet to inform you of its review and our decision of acceptance. If you are not accepted, we will return any check(s) you may have sent for the initial franchise fee and Required Minimum Purchases ordered (provided, see Franchise Agreement on terms of refund on Point of Sale Systems), and, if applicable, for the purchase of a Turn-Key Franchise Package. If any part of your packet is incomplete or not properly signed or not submitted, we will reject you as franchisee unless the incomplete items or omissions are corrected within five (5) days of our notice to you of the incomplete status of your packet.

17. Once you have been notified that you have been accepted as a franchisee, check your e-mail regularly as this will be our main form of communication during the set up process for transmitting many details and instructions to you. We will also then assign to you a new e-mail address through our Goin’ Postal Internet domain which will become our primary mode of contact with you, and we will also then provide you with a confidential password, which is the only lawful means of access to the Owners’ Section of our website.
ADDITIONAL STATE DISCLOSURES

If applicable, this Exhibit “H” of this Disclosure Document may contain information regarding your particular State’s laws which may limit application of one or more of the provisions listed in Item 17. If the Franchisee is a resident of any of the following States, then the designated provisions in the Disclosure Document and all Exhibits attached thereto, including the Franchise Agreement, will be amended in accordance with the provisions applicable to Franchisee’s State of residency as provided below:

CALIFORNIA

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE CALIFORNIA FRANCHISE INVESTMENT LAW

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

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

The Franchise Agreement provides for termination upon bankruptcy, insolvency or reorganization. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.), but will be enforced to the extent enforceable.

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

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires mediation. The mediation will occur at Zephyrhills, Florida or Tampa, Florida with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professional Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.

Section 31125 of the California Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.
You must sign a release of claim if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the California Franchise Investment Law (California Corporations Code Section 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Section 20000 through 20043).

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


ILLINOIS

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE ILLINOIS FRANCHISE DISCLOSURE ACT

Notwithstanding anything to the contrary provided in the Disclosure Document, or in any of the agreements to be signed by you as evidenced by Exhibits “A” and “B” to this Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

1. Item 17 of the Disclosure Document is amended by the addition of the following language at the beginning of said Item 17:

   “Notice Required by Law

   THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19-705/20.”

2. The provisions of the Illinois Franchise Disclosure Act of 1987 (the “Act”) shall supersede any provisions of the Franchise Agreement or Florida law which are in conflict with the Act.

3. The provisions of Section 20 of the Franchise Agreement which designate jurisdiction or venue in a forum outside of the State of Illinois and which direct that the Franchise Agreement shall be governed by Florida law shall not be effective for Franchise Agreements entered into in Illinois to the extent required by the Act. When and as required by the Act, Illinois law shall govern the Franchise Agreement and jurisdiction and venue shall be in the State of Illinois. Our registered agent authorized to receive service of process in Illinois for actions arising under the Act is: Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706.

4. Any condition, stipulation or provision of the Franchise Agreement or any other agreement entered into by you in connection with your purchase of a Goin’ Postal franchise purporting to bind you to waive compliance with any provision of the Act or any other law of the State of Illinois shall not be effective or applicable for Franchise Agreements entered into in Illinois to the extent required by Section 41 of the Act.
5. The provisions of the Act provide that it is unlawful to offer or sell any franchise which is required to be registered under the Act without first providing to you at least 14 calendar days prior to your execution of any binding franchise or other agreement, or at least 14 calendar days prior to our receipt from you of any consideration, whichever occurs first, a copy of a disclosure statement meeting the requirements of this Act and registered by the Illinois Attorney General, together with a copy of all proposed agreements relating to the sale of the franchise. All provisions of this Disclosure Document, including the Item 23 Receipt, and all provisions of the Franchise Agreement (including, without limitation, Section 22.4 of the Franchise Agreement) and other agreements evidenced by Exhibits to this Disclosure Document, including the Instructions attached to this Disclosure Document as Exhibit "G", are appropriately amended to the extent necessary to comply with the above time requirements and to substitute the phrase “14 calendar days” where and as required by the Act.

6. THE FACT THAT THIS DISCLOSURE DOCUMENT AND THE GOIN’ POSTAL FRANCHISE DISCLOSED IN THIS DISCLOSURE DOCUMENT HAS BEEN REGISTERED BY THE ILLINOIS ATTORNEY GENERAL IS NOT A FINDING BY THE ILLINOIS ATTORNEY GENERAL THAT THIS DISCLOSURE DOCUMENT AND OTHER DISCLOSURES FILED WITH THE ILLINOIS ATTORNEY GENERAL IN CONNECTION WITH SUCH REGISTRATION IS IN ANY WAY TRUE, ACCURATE OR COMPLETE IN SUBSTANCE OR ON ITS FACE, OR TO BE HELD TO MEAN THAT THE ILLINOIS ATTORNEY GENERAL HAS IN ANY WAY PASSED UPON THE MERITS OR GIVEN APPROVAL TO SUCH FRANCHISE. IT IS UNLAWFUL FOR US TO MAKE, OR CAUSE TO BE MADE, TO YOU ANY EXPRESS OR IMPLIED REPRESENTATION CONTRARY TO THE FOREGOING OR TO ADVERTISE OR REPRESENT THAT THE ILLINOIS ATTORNEY GENERAL APPROVES OF OR RECOMMENDS ANY FRANCHISE.

INDIANA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT UNDER THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

Notwithstanding anything to the contrary contained in the Disclosure Document, The Franchise Agreement, or any agreement signed by you in connection with your purchase of a franchise from us, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement, the other agreements you sign, or Florida law, if such provision(s) are in conflict with Indiana law.

2. The prohibition by Indiana Code §23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall supersede the provisions of Section 12 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language contained in the Disclosure Document or Franchise Agreement, including, but not limited to, Item 17 of the Disclosure Document, or Sections 2.3 and 11.3 of the Franchise Agreement, respectively, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. Section 20 of the Franchise Agreement is amended to provide that such agreement will be construed in accordance with the laws of the State of Indiana when such construction pertains to any action under the laws concerning franchising of the State of Indiana.
7. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is inapplicable in any Franchise Agreement issued in the State of Indiana when involving any action under the laws concerning franchising of the State of Indiana.

8. The State of Indiana has a statute which may supersede the Franchise Agreement in your relation with us including the areas of termination and renewal of your franchise: [Rev. Stat. Section 23-2-2.7].

9. The State of Indiana has a statute which may limit our ability to restrict your activity after your Franchise Agreement has ended: [Indiana Code Section 23-2-2.7-1(9)].

MARYLAND

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

The general release language contained in the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release to which you (as franchisee) are required, by the Franchise Agreement, to sign will not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law or to the extent otherwise prohibited by the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides that it may be terminated immediately upon, among other things, the franchisee commencing any cause, proceeding or other action seeking reorganization, etc. under any law relating to bankruptcy, etc. This provision may not be enforceable under current U.S. Bankruptcy laws or other applicable federal law relating to bankruptcy.

Litigation must be in Florida, except that this does not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Our registered agent authorized to receive service of process in Maryland for actions arising under the Maryland Franchise Registration and Disclosure Law is: Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202-2020.

Notwithstanding anything to the contrary in Item 17 of the Disclosure Document or in the Franchise Agreement, claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Item 22 of the Disclosure Document is amended to include, as a document you may be required to sign and deliver as part of your purchase of a Goin’ Postal franchise, a sample copy of the “General Release Upon Renewal, Transfer or Termination of Franchise.” The General Release which appears below and is made a part of the Maryland Section of this Exhibit “H” may be required to be signed by you as one of the conditions to you being able to renew or transfer your Goin’ Postal franchise, or as part of the termination of the Franchise Agreement.

REGISTRATION OF THIS DISCLOSURE DOCUMENT WITH THE MARYLAND DIVISION OF SECURITIES DOES NOT CONSTITUTE AND SHOULD NOT BE INTERPRETED AS APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE MARYLAND SECURITIES COMMISSIONER.
AUTHORIZATION OF DISCLOSURE OF FINANCIAL RECORDS

Under Section 14-216(c)(24) of the Maryland Franchise Registration and Disclosure Law (Business Regulation Article, Title 14, Subtitle 2, Annotated Code of Maryland), any financial institution, wherever situated, possessing financial records of the sale of “Goin’ Postal” franchises by Goin’ Postal Franchise Corporation is hereby authorized to disclose to the Maryland Securities Commissioner financial records of the sale of said franchises, and authorization is hereby given for the Maryland Securities Commissioner to examine Goin’ Postal Franchise Corporation’s financial records that relate to the sale of franchises.
Sample General Release in the State of Maryland:

**General Release Upon Renewal, Transfer or Termination of Franchise**

This General Release (the “General Release”) is made and entered into this _____ day of _______________, 20___ (the “Execution Date”), by _______________________________, with a principal place of business at ________________________________________ (hereinafter referred to as the “Franchisee”), and is delivered to and in favor of Goin’ Postal Franchise Corporation, a Florida corporation with its principal place of business at 4941 4th Avenue, Zephyrhills, Florida 33542 (hereinafter referred to as the “Franchisor”).

**Recitals**

Whereas, Franchisor and Franchisee entered into that certain Franchise Agreement dated ________________, 20___ (as to Franchisee) and dated ________________, 20___ (as to Franchisor) (hereinafter referred to as the “Goin’ Postal Franchise Agreement,” which term shall refer not only to the referenced agreement, but also to any and all other agreements entered into by and between the Franchisor and Franchisee for purposes of enabling Franchisee to open and operate a Goin’ Postal franchise);

Whereas, under to the Goin’ Postal Franchise Agreement, Franchisee opened and operated a Goin’ Postal Franchise located at __________________________________________________________ (the “Franchisee’s Goin’ Postal Store”);

Whereas, as a condition under the Goin’ Postal Franchise Agreement to the renewal, transfer and/or termination of the Goin’ Postal Franchise Agreement and the Goin’ Postal franchise established by the Goin’ Postal Franchise Agreement, Franchisee is required to sign and deliver to Franchisor a general release in a form acceptable to Franchisor; and

Whereas, this General Release has been approved by Franchisor and is being delivered in connection with either the renewal, transfer or termination of the Goin’ Postal Franchise Agreement and the Goin’ Postal franchise established by the Goin’ Postal Franchise Agreement, as applicable.

Now, therefore, in consideration of the premises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby agrees as follows:

1. **Acknowledgment of Effect of General Release:** This General Release is signed and delivered by Franchisee in accordance with conditions and requirements established under the Goin’ Postal Franchise Agreement, and is a part of either the renewal, transfer or termination of the Goin’ Postal Franchise Agreement and the Goin’ Postal franchise established by the Goin’ Postal Franchise Agreement, as applicable. This General Release neither serves to amend, alter or modify the Goin’ Postal Franchise Agreement, and Franchisee shall continue to be subject to all terms, conditions, covenants and obligations in, to and under the Goin’ Postal Franchise Agreement, as applicable, including those pertaining to a renewal, transfer and termination of said Franchise Agreement.

2. **Waiver and Release of Claims:**

   (a) Franchisee hereby represents, covenants and agrees that as of the Execution Date, Franchisee is unaware of any claims, actions or causes of action which Franchisee has or might have against Franchisor under, as a result of or in connection with the Goin’ Postal Franchise Agreement
and/or the operation by Franchisee of Franchisee’s Goin’ Postal Store. Further, Franchisee is not aware, as of the Execution Date, of any violations by Franchisor under the Maryland Franchise Registration and Disclosure Law or any regulations issued under the Maryland Franchise Registration and Disclosure Law (collectively, the “Maryland Franchise Law”), and Franchisee is unaware, as of the Execution Date, of any claim or any basis for any claim which Franchisee has or might have against Franchisor under the Maryland Franchise Law.

(b) By executing this General Release, Franchisee does hereby forever release, relinquish, discharge, abandon and waive any and all claims, causes of action, demands, liabilities, obligations, complaints, penalties, remedies, damages, costs and any and all other entitlements, rights or benefits, in law or in equity, of any kind whatsoever, whether presently known or unknown, whether now existing or previously existing (collectively referred to as the “Claims”) that the Franchisee has or might have as of the Execution Date against Franchisor, its parent companies, subsidiaries and affiliates, and each of its and their respective agents, employees, officers, directors, stockholders, attorneys and other representatives (collectively, the “Franchisor Parties), relating to, in connection with, arising under or as a result of or with respect to the Goin’ Postal Franchise Agreement and Franchisee’s operation of the Franchisee’s Goin’ Postal Store, except that this waiver and release does not apply to any Claims against Franchisor which may arise under the Maryland Franchise Law, and nothing in this General Release serves to waive or release the Franchisor from liability for Claims that may arise under the Maryland Franchise Law.

3. **Binding Effect:** This General Release shall be binding upon the Franchisee and, as applicable to the classification of Franchisee as individual or entity, all of Franchisee’s parents, subsidiaries and affiliates, each of its and their respective agents, directors, officers, employees, stockholders, attorneys and other representatives, and Franchisee’s heirs, administrators, executors, partners, members, successors and assigns. This General Release shall be for and inure to the benefit of and may be enforced by Franchisor and all of the Franchisor Parties.

**IN WITNESS WHEREOF,** the Franchisee has duly signed this General Release effective on and as of the Execution Date:

“FRANCHISEE”

If the “Franchisee” is a legal entity (corporation, limited liability company, partnership, etc.) then (i) enter the name of the entity Franchisee in the following space: ____________________________________________, (ii) each equity owner of the Franchisee must sign below (attach additional sheet if necessary), and (iii) next to the name of the persons that are signing this General Release, insert their title within such entity (president, partner, manager, member, etc.). If the Franchisee is not a legal entity at the time of signing, but rather one or more individual persons, then do not fill in the title lines below.

1: ____________________________________________  ____________, 20__
   Signature of Franchisee or equity owner if Franchisee is a legal entity  Date  Year

   Printed name of person that signed above  Title of person that signed above

2: ____________________________________________  ____________, 20__
   Signature of Franchisee or equity owner if Franchisee is a legal entity  Date  Year

   Printed name of person that signed above  Title of person that signed above

167  Franchisee’s Initials ______________
MICHIGAN

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE MICHIGAN FRANCHISE INVESTMENT LAW

The Michigan Franchise Investment Law (the “Act”) requires, among other things, that every UFDD contain a notice to each franchisee that certain provisions contained in a UFDD may be void and enforceable. Therefore, every UFDD delivered in the state of Michigan should contain a notice or statement similar in format to that reflected below:

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL 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 A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE’S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME,
LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

   (i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

   (ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

   (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

   (iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE 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 SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * * *
THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR SHALL, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE FRANCHISOR'S OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER TERMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE SECTION, P.O. BOX 30213, LANSING, MICHIGAN 48909; (517) 373-7117; www.michigan.gov/ag

MINNESOTA

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE MINNESOTA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary provided in the Disclosure Document and/or Franchise Agreement, as applicable, the following provisions shall supersede and apply to all franchises offered and sold in the State of Minnesota:

1. The Cover Page is amended to include the following statement:

   THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

   THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. The following language is added to Item 13 of the Disclosure Document and Section 6 of the Franchise Agreement:
“The Franchisor will protect the Franchisee’s right to use the Franchisor’s “Marks”, including our trademarks, service marks, trade names, logotypes and our other commercial symbols and/or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name “Goin’ Postal”. Franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.”

3. Item 17 of the Disclosure Document and the corresponding Sections of the Franchise Agreement are amended as follows:

“With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.”

4. In accordance with Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400 D, no waiver or release language included in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, including the Minnesota Franchise Investment Law. To the extent that any such provisions exist under the Disclosure Document or Franchise Agreement, they are hereby rendered void with respect to all Franchisees governed under the laws of Minnesota.

5. Item 17 of the Disclosure Document is amended to add the following and the following language will apply in any Franchise Agreement issued in the State of Minnesota:

“Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws or the jurisdiction. Nothing contained in the Disclosure Document or Franchise Agreement shall limit Franchisee’s right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Min. Rule 2860.4400J.”

6. Minn. Rule Part 2860.4400J prohibits a Franchisee from waiving his rights to a jury trial or consenting to liquidated damages, termination penalties or judgment notes. Further, although we may seek injunctive relief, Minn. Rule Part 2860.4400D and Part 2860.4400J prohibit a Franchisee from consenting to the Franchisor obtaining injunctive relief or from waiving any bond requirement in any injunctive proceedings or waiving any other rights provided to Franchisees under the laws of Minnesota. To the extent that any such provisions as described above exist under the Disclosure Document or Franchise Agreement, they are hereby rendered void with respect to all Franchisees governed under the laws of Minnesota.

7. To the extent that any Limitations of Claims sections exist under our Disclosure Document or Franchise Agreement, such sections are hereby revised to comply with Minn. Stat. Section 80C.17, Subdivision 5.
NEW YORK

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE NEW YORK FRANCHISE ACT

The Cover page of the Disclosure Document is amended to add the following statements:

REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, N.Y. 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE PROVIDED IN THIS PROSPECTUS.

THE FRANCHISOR HAS BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME (SINCE AUGUST 2004). THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.

Item 3 of the Disclosure Document is amended by adding the following:

“Neither we, our predecessor, nor a person identified in Item 2, or an affiliate offering franchises under our principal trademark:

A. 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, or fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations. Moreover, there are no 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge, or, within the ten 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, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunction 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 injunction 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.”
Item 4 of the Disclosure Document is amended by adding the following:

“Neither we, our affiliate, our predecessor nor our officers during the 10 year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debt under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.”

Item 5 of the Disclosure Document is amended by adding the following to the subsection entitled “Initial Franchise Fee”:

“We will use the Initial Franchise Fee to cover our costs and expenses associated with fulfilling our obligations under the Franchise Agreement to provide training to you at our Zephyrhills, Florida headquarters and to provide you with all written training materials and related items.”

Item 17 of the Disclosure Document is amended by deleting the first sentence and second sentence of the first paragraph and substituting the following:

“THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THESE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.”

Item 17 of the Disclosure Document is further amended by adding the following statements to the summary columns:

(i) The “Summary” section of Item 17(d) of the Disclosure Document is amended by adding the following:

You also may terminate the Agreement on any grounds available by law.

(ii) The “Summary” section of Item 17(j) of the Disclosure Document is amended by adding the following:

However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Agreement.

(iii) The “Summary” section of Item 17(m) of the Disclosure Document is amended by adding the following:

; provided, however, that all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

(iv) The “Summary” section of Item 17(s) of the Disclosure Document is amended by adding the following:

Modifications to the Manual will not unreasonably affect your obligations, including economic requirements, under the Agreement.

173 Franchisee’s Initials ______________
(v) The “Summary” sections of Items 17(v) and (w) of the Disclosure Document are amended by adding the following:

This section should not be considered a waiver of any right conferred upon you by the GBL of the State of New York, Article 33.

(vi) The “Summary” section of Item 17(w) of the Disclosure Document is amended by adding the following:

“The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon the Franchisee by the General Business Law of the State of New York.”

MISCELLANEOUS DISCLAIMERS CONCERNING REGISTRATION OF THIS DISCLOSURE DOCUMENT (“PROSPECTUS”):

1. This registered Disclosure Document does not knowingly omit any material fact or contain any untrue statement of a material fact.

2. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW.

3. Neither the fact that an application for registration of this Disclosure Document has been filed with the New York State Department of Law, nor the fact that such registration has become effective, constitutes a finding by the Department of Law that any document filed with the Department, including the registered Disclosure Document, is true, complete or not misleading. Neither any such fact nor the fact an exemption is available for a transaction means that the Department has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, franchise, or transaction.

4. The filing of an application for registration of this Disclosure Document or the acceptance and filing thereof by the Department of Law as required by the New York Franchise Act does not constitute approval of the offering or the sale of such franchise by the Department of Law or the Attorney General of the State of New York.

Item 23, the Receipt, is hereby amended by adding the particular State of New York agency you should contact if you determine a possible violation of State law may have occurred: The New York State Department of Law, 120 Broadway, 23rd Floor, New York, NY 10271.

AGENT FOR SERVICE OF PROCESS IN NEW YORK:

Our registered agent authorized to receive service of process in New York for actions arising under the New York Franchise Act is: New York Secretary of State, 41 State Street, Albany, NY 12231.

NORTH DAKOTA

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):
A. **Restrictive Covenants**: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute. Application of the Non-Competition and Non-Solicitation Agreement and similar covenants contained in the Disclosure Document and Franchise Agreement will be subject to Section 9-08-06, N.D.C.C., to the extent applicable with respect to any North Dakota franchisee.

B. **Situs of Arbitration Proceedings**: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee’s business. Application of any arbitration provisions under the Franchise Agreement shall require such arbitration to be conducted at such place within North Dakota or as otherwise mutually agreed by the parties as will not constitute a violation of Section 51-19-09, N.D.C.C.

C. **Restrictions on Forum**: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota. To the extent any cause of action under the Franchise Agreement, Disclosure Document, or any exhibits thereto involves application of the laws of North Dakota, such action will be arbitrated, tried, heard and decided within the jurisdiction of courts in the State of North Dakota.

D. **Liquidated Damages and Termination Penalties**: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties. To the extent any provision of the Franchise Agreement would, under the provisions of the laws of North Dakota, be determined as liquidated damages or a termination penalty, such provision(s) is amended or deleted to the extent necessary to make such provision no longer in violation of the laws of North Dakota.

E. **Applicable Laws**: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota. Laws of North Dakota shall prevail and apply as and with respect to any cause of action under the Franchise Agreement, the Disclosure Document, or any exhibits thereto involves application of the laws of North Dakota.

F. **Waiver of Trial by Jury**: Requiring North Dakota Franchisees to consent to the waiver of a trial by jury. Any provision under the Franchise Agreement requiring North Dakota franchisees to waive a trial by jury are inapplicable to causes of action involving application of the laws of North Dakota.

G. **Waiver of Exemplary & Punitive Damages**: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damages. Any provision under the Franchise Agreement requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages are inapplicable to causes of action involving application of the laws of North Dakota.

H. **General Release**: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement. Any provision under the Franchise Agreement requiring North Dakota franchisees to sign a general release upon renewal of the Franchise Agreement are inapplicable to renewals of franchise agreements entered into by residents of the State of North Dakota to the extent so mandated by the laws of North Dakota.

I. **Limitation of Claims**: Franchise Agreements that require the franchisee to consent to a limitation of Claims. The statute of limitations under North Dakota law applies to causes of action which arise under and which are to be enforced in accordance with the laws of North Dakota.

J. **Enforcement of Agreement**: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.
To the extent this North Dakota Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Disclosure Document or exhibits or attachments thereto, the terms of this North Dakota Addendum shall govern.

RHODE ISLAND

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT.

The following provisions apply to any Franchise Agreement issued in the State of Rhode Island:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act (the “Act”) dictates 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 enforceable under this Act”.

2. Section 19-28.1-15 of the Act dictates that “a condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act”.

VIRGINIA

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE VIRGINIA RETAIL FRANCHISING ACT

The Commonwealth of Virginia has adopted the Retail Franchising Act and has implemented Retail Franchising Act Rules which may supersede the Franchise Agreement in your franchise relationship with us, including the areas of termination and renewal of your franchise. The Retail Franchising Act is found in Chapter 8 (Sections 13.1-557 et. seq.) of Title 13.1 of the Code of Virginia; the Retail Franchising Act Rules are found in Chapter 110, under Agency 5 of Title 21 of the Virginia Administration Code.

Under 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 does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Any condition, stipulation or provision binding you to waive compliance with any of the above laws shall be void; provided, however, nothing contained in those laws shall bar you and us from agreeing to binding arbitration of disputes consistent with the provisions of the above laws.
WASHINGTON

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT

Notwithstanding anything to the contrary contained in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington:

The State of Washington has a statute, RCW 19.100.180 which 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 involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights signed by you as franchisee shall not include rights under the Washington Franchise Investment Protection Act except when signed as part of 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 unreasonable.

Transfer fees are collectable to the extent that they reflect the Franchisor’s reasonable estimated or actual costs in effecting a transfer.

If any of the provisions in this Disclosure Document or in the Franchise Agreement you will sign in connection herewith are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of this Disclosure Document and the Franchise Agreement with respect to any franchise sold in Washington.

WISCONSIN

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary contained in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIVISION OF SECURITIES OF THE STATE OF WISCONSIN.

2. The Registered Agent for the Franchisor authorized to receive service of any lawful process in the State of Wisconsin in any civil action against the Franchisor that arises under the Wisconsin Franchise Investment Law or any rule or order therein is the Administrator, Wisconsin Division of Securities, P.O. Box 1768, Madison, WI 53701-1768 (Telephone: (608) 266-8557).

3. The following shall apply to Franchise Agreements in the State of Wisconsin:
(a) The Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 (the “Law”), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

(b) The Law’s requirements, including that in certain circumstances a Franchisee receive ninety (90) days notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of the Franchise Agreement to the extent they may be inconsistent with the Law’s requirements.

(c) Item 17 of the Disclosure Document and the corresponding Sections of the Franchise Agreement are superseded by the Law to the extent any provisions in the Franchise Agreement are inconsistent with the Law.

**MISCELLANEOUS STATE LAW DISCLOSURES**


We reserve the right to challenge the enforceability of any State law listed above that declares void or unenforceable any provision in the Franchise Agreement by bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you initiate.

A provision in the Franchise Agreement that terminates such agreement on your bankruptcy may not be enforceable under Title 11, United States Code Section 101.
“FRANCHISEE”

If the “Franchisee” is a legal entity (corporation, limited liability company, partnership, etc.) then (i) enter the name of the entity Franchisee in the following space: ____________________________________, (ii) each equity owner of the Franchisee must sign below (attach additional sheet if necessary), and (iii) next to the name of the persons that are signing this Exhibit “H” Addendum, insert their title within such entity (president, partner, manager, member, etc.). If the Franchisee is not a legal entity at the time of signing, but rather one or more individual persons, then do not fill in the title lines below. **By signing below, the undersigned hereby acknowledge receipt of this Exhibit “H” Addendum.**

ENTER APPLICABLE STATE OF RESIDENCY FROM ABOVE LIST: __________________________

1: ____________________________________________   ____________, 20__  
   Signature of Franchisee or equity owner if Franchisee is a legal entity   Date   Year  
   Printed name of person that signed above   Title of person that signed above

2: ____________________________________________   ____________, 20__  
   Signature of Franchisee or equity owner if Franchisee is a legal entity   Date   Year  
   Printed name of person that signed above   Title of person that signed above

3: ____________________________________________   ____________, 20__  
   Signature of Franchisee or equity owner if Franchisee is a legal entity   Date   Year  
   Printed name of person that signed above   Title of person that signed above
“GPFC”
FOR GOIN’ POSTAL FRANCHISE CORPORATION

GOIN’ POSTAL FRANCHISE CORPORATION
A Florida Corporation

BY: ________________________________ ________________, 20__
Authorized Signing Officer*Date*Year
*Date of Goin’ Postal Franchise Corporation’s Counter Signature on Franchise Agreement is
“Effective Date” of this Exhibit “H” Addendum.

Print Name of Officer:______________________________

Title of Officer:______________________________
EXHIBIT “I”

TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

Goin’ Postal Franchise Corporation

FINANCIAL STATEMENTS
GOIN’ POSTAL FRANCHISE CORPORATION

Zephyrhills, Florida

Financial Statements and Supplemental Information

For the Twelve Months Ended
December 31, 2013 and 2012

Baggett, Reutimann & Associates CPAs, PA Certified Public Accountants

Franchisee’s Initials ______________
GOIN’ POSTAL FRANCHISE CORPORATION

Zephyrhills, Florida

FINANCIAL STATEMENTS

For the Twelve Months Ended December 31, 2013 and 2012
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Report of Independent Auditor

Board of Directors and Stockholders
Goin' Postal Franchise Corporation
Zephyrhills, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Goin' Postal Franchise Corporation, which comprise the balance sheets as of December 31, 2013 and 2012, and the related statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

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

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goin' Postal Franchise Corporation as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information on pages 17 through 20 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of the Company’s management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information presents comparative financial information for the years ended December 31, 2013, 2012, and 2011. We have previously audited Goin’ Postal Franchise Corporation’s 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 23, 2013. In our opinion, the summarized comparative information presented in the accompanying supplementary information is consistent, in all material respects, with the audited financial information from which it has been derived.

Bagger, Reutimann & Associates, CPAs, PA
March 22, 2014
GOIN’ POSTAL FRANCHISE CORPORATION
BALANCE SHEET
December 31, 2013 and 2012

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>December 31</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013</td>
<td>2012</td>
</tr>
<tr>
<td>CURRENT ASSETS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$19,789</td>
<td>$49,730</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>$79,189</td>
<td>$128,539</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>$98,978</td>
<td>$178,269</td>
</tr>
<tr>
<td>PROPERTY AND EQUIPMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET OF ACCUM. DEPRECIATION</td>
<td>$1,044,650</td>
<td>$1,071,755</td>
</tr>
<tr>
<td>OTHER ASSETS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advances due from officer</td>
<td>$26,862</td>
<td>$426</td>
</tr>
<tr>
<td>Other Assets</td>
<td>$624</td>
<td>$345</td>
</tr>
<tr>
<td>Intangible assets, net of amortization</td>
<td>$91,031</td>
<td>$93,031</td>
</tr>
<tr>
<td>Total Other Assets</td>
<td>$118,517</td>
<td>$93,802</td>
</tr>
</tbody>
</table>

TOTAL ASSETS $1,262,145 $1,343,826

LIABILITIES AND STOCKHOLDERS’ EQUITY

| CURRENT LIABILITIES |       |       |
| Accounts payable and accrued expenses | $282,228 | $258,303 |
| Line of credit | $95,959 | $95,959 |
| Current maturities of long term debt | $72,636 | $62,143 |
| Total Current Liabilities | $450,823 | $416,405 |

LONG TERM LIABILITIES

Advances from officer |       |       |
Notes payable, secured by property, net of current portion | $660,483 | $715,198 |
Total Long Term Liabilities | $660,483 | $715,198 |

STOCKHOLDERS’ EQUITY

Common stock: $.000005 par value; 500 million shares authorized; 20 million shares issued and outstanding | 100 | 100 |
Additional paid in capital | $549,336 | $549,336 |
Accumulated deficit | $(398,597) | $(337,213) |
Total Stockholders’ Equity | $150,839 | $212,223 |

TOTAL LIABILITIES AND STOCKHOLDERS’ EQUITY $1,262,145 $1,343,826

See accompanying notes and auditor’s report.

187 Franchisee’s Initials __________
GOIN' POSTAL FRANCHISE CORPORATION  
STATEMENT OF OPERATIONS  
Twelve Months Ended December 31, 2013 and 2012

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
</tr>
<tr>
<td>Franchise fees, net</td>
<td>$1,756,730</td>
</tr>
<tr>
<td>Store sales</td>
<td>439,275</td>
</tr>
<tr>
<td>Other fees</td>
<td>103,092</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>2,299,097</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES</strong></td>
<td></td>
</tr>
<tr>
<td>Franchise expenses</td>
<td>290,826</td>
</tr>
<tr>
<td>Cost of sales, store</td>
<td>343,330</td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>1,669,854</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>2,304,010</td>
</tr>
<tr>
<td><strong>NET INCOME (LOSS) FROM OPERATIONS</strong></td>
<td>(4,913)</td>
</tr>
<tr>
<td><strong>OTHER INCOME (EXPENSE)</strong></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous income</td>
<td>6,536</td>
</tr>
<tr>
<td>Loss on disposal of equipment</td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>(63,007)</td>
</tr>
<tr>
<td><strong>Total Other Income (Expense)</strong></td>
<td>(56,471)</td>
</tr>
<tr>
<td><strong>NET INCOME (LOSS) BEFORE TAXES</strong></td>
<td>(61,384)</td>
</tr>
<tr>
<td><strong>PROVISION FOR INCOME TAX</strong></td>
<td></td>
</tr>
<tr>
<td>Income tax expense</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Income Tax Effect</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>NET INCOME</strong></td>
<td>$ (61,384)</td>
</tr>
<tr>
<td><strong>NET INCOME/(LOSS) PER COMMON SHARE</strong></td>
<td></td>
</tr>
<tr>
<td>Basic and Diluted</td>
<td>$ (0.003)</td>
</tr>
<tr>
<td><strong>WEIGHTED AVERAGE SHARES OUTSTANDING</strong></td>
<td></td>
</tr>
<tr>
<td>Basic and Diluted</td>
<td>20,000,000</td>
</tr>
</tbody>
</table>

See accompanying notes and auditor’s report.
<table>
<thead>
<tr>
<th>Common Stock</th>
<th>Additional Paid in Capital</th>
<th>Accumulated Deficit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, December 31, 2011</td>
<td>20,000,000 $100</td>
<td>$428,644</td>
<td>$(387,759)</td>
</tr>
<tr>
<td>Additional paid in capital</td>
<td></td>
<td>120,692</td>
<td></td>
</tr>
<tr>
<td>Net Income, 2012</td>
<td></td>
<td></td>
<td>50,546</td>
</tr>
<tr>
<td>Balance, December 31, 2012</td>
<td>20,000,000 $100</td>
<td>549,336</td>
<td>$(337,213)</td>
</tr>
<tr>
<td>Net Income (Loss), 2012</td>
<td></td>
<td></td>
<td>(61,384)</td>
</tr>
<tr>
<td>Balance, December 31, 2013</td>
<td>20,000,000 $100</td>
<td>549,336</td>
<td>$(398,597)</td>
</tr>
</tbody>
</table>

See accompanying notes and auditor’s report.
GOIN’ POSTAL FRANCHISE CORPORATION
STATEMENTS OF CASH FLOWS
Twelve Months Ended December 31, 2013 and 2012

<table>
<thead>
<tr>
<th>Operating Activities:</th>
<th>Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
<td>$(61,384)</td>
</tr>
<tr>
<td>Adjustments to reconcile net income to cash provided (used) by operating activities:</td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization expense</td>
<td>51,438</td>
</tr>
<tr>
<td>Decrease (Increase) in:</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable and prepaid expenses, net</td>
<td>49,071</td>
</tr>
<tr>
<td>Increase (Decrease) in:</td>
<td></td>
</tr>
<tr>
<td>Accounts payable, deposits and accrued expenses</td>
<td>23,925</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td></td>
</tr>
<tr>
<td>Total Adjustments</td>
<td>124,434</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>63,050</td>
</tr>
</tbody>
</table>

| Investing Activities:                                    |            |            |
| Purchase of property, plant, equipment and improvements  |            |            |
|                                                          | (22,333)   | (116,511)  |
| Net cash provided (used) by investing activities         | (22,333)   | (116,511)  |

| Financing Activities:                                    |            |            |
| Net proceeds on line of credit                           | -          | (1,675)    |
| Net advances to shareholder and officer                 | (26,436)   | (20,467)   |
| Payments of long term debt                              | (66,555)   | (67,200)   |
| Proceeds of debt                                        | 22,333     |            |
| Additional paid in capital from shareholders            |            | 120,692    |
| Net cash provided (used) by financing activities         | (70,658)   | 31,350     |

| Net increase (decrease) in cash                         | (29,941)   | (141,588)  |

| Cash at beginning of year                                | 49,730     | 191,318    |

| Cash at end of year                                      | $ 19,789   | $ 49,730   |

Supplemental disclosures of cash flow information and non-cash investing and financing activities:
Cash paid during period for interest

<table>
<thead>
<tr>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 63,007</td>
<td>$ 69,919</td>
</tr>
</tbody>
</table>

See accompanying notes and auditor's report.

Franchisee’s Initials ___________
NOTES TO FINANCIAL STATEMENTS
GOIN' POSTAL FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
Year Ended December 31, 2013

NOTE 1: Background Information, Organization, and Basis of Presentation

Goin' Postal Franchise Corporation (the "Company"), a Florida corporation, was incorporated on August 13, 2004. The Company’s headquarters is located in Zephyrhills, Florida, and operates under the name "Goin' Postal", which is part of the trademark filed with the United States Patent and Trademark Office. The Company franchises packaging, shipping, and mailing services that utilize a variety of shipping carriers, vendors, and service providers. As of December 31, 2013, the company had 244 open and operating franchised stores throughout the United States, up from 240 stores in 2012.

During 2009, the Company purchased the assets and intellectual property rights of Hut 8, Inc., a used clothing retail store for the purpose of franchising stores. The assets purchased included tangible items made up of fixtures, furniture and equipment, and the intellectual property rights of Hut 8, Inc. (see note 12). As of December 31, 2013, twenty-nine Hut 8, Inc. franchises were open.

NOTE 2: Significant Accounting Policies

The significant accounting policies are as follows:

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The most significant estimate relates to the useful lives of fixed assets. Actual results could differ from those estimates.

Revenue Recognition
Revenue from initial franchise and point of sale fees are recognized when the initial obligations required by the Company and enumerated in the agreements are met. These obligations consist of signed franchise agreement, completed training, and completed point of sale system installation, and all material and operating manuals being provided. A final walk-through or evaluation of the above, which generally coincides with the opening of the store, occurs after all training and other services are complete. The initial franchise fee per franchise is generally $15,000; the Company typically receives the initial fees upon initiation of the agreement. The Company recognizes $10,000 of revenue when all training, point of sale system installation, and materials have been provided. Additional revenue from initial fees is deferred until the final walk-through or evaluation, as previously described. There was no deferred revenue as of December 31, 2013 or 2012.

Turnkey revenues relate to income the Company receives from respective franchisees for the build-out of the franchisee store. Costs include tangible property such as signs, computer, copiers, and various other build-out costs related to the franchisee’s store. The Company recognizes revenue as it is received and costs as incurred. The Company had no stores at December 31, 2013 for which the build-out has not been completed.

The Company enters into royalty and advertising agreements with the respective franchisees, which are recognized over the life of the agreement. These fees are due monthly; for Goin’ Postal franchises purchased before 2009 the fees are $200 per month. The monthly fee for a franchise purchased in 2009 is $300, and will increase by 5% each year during the life of that franchise’s royalty and advertising agreement. Those fees for Hut 8 franchises are $360 per month. Store revenue consists of merchandise and shipping services, and is recognized at the time of the transaction.
NOTE 2: Significant Accounting Policies (continued)

Fair Value of Financial Instruments
The Fair Value Measurements Topic of the FASB Accounting Standards Codification defines fair value, establishes a consistent framework for measuring fair value and expands disclosure requirements for fair value measurements.

The Company measures the fair value of assets and liabilities as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market in an orderly transaction between market participants at the measurement date. The fair value hierarchy distinguishes between independent observable inputs and unobservable inputs used to measure fair value as follows:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2: Inputs other than quoted market prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.

Level 3: Unobservable inputs for an asset or liability. Level 3 inputs should be used to measure fair value to the extent that observable level 1 or 2 inputs are not available.

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. The Company’s significant financial instruments are cash, accounts receivable, accounts payable, short-term borrowings, and other short-term assets and liabilities. For these financial instruments (level 1), carrying values approximate fair value because of the short maturity of these instruments.

Cash
All cash is maintained with major financial institutions in the United States. Deposits may exceed the amount of insurance provided on such deposits. The Company does not believe it is exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable
The Company has elected to record bad debts using the direct write-off method. Generally accepted accounting principles require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. Bad debt expense for the period ending December 31, 2013 and 2012 was $57,251 and $433, respectively.

Property and Equipment
Property and equipment are carried at cost, less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets, ranging between 3 and 40 years. Maintenance and repairs are charged to operations when incurred. Betterments and renewals are capitalized. When property and equipment are sold or otherwise disposed of, the asset account and related accumulated depreciating account are relieved, and any gain or loss is included in operations.
NOTE 2: Significant Accounting Policies (continued)

Income Taxes
Beginning January 1, 2008, the Company has elected to be taxed under subchapter S of the Internal Revenue Code. Under subchapter S, the Company will pay no income tax on its earnings; income for tax purposes will be reported directly on the shareholders’ tax returns, and all associated tax is paid by the shareholders.

Management of the Company considers the likelihood of changes by tax authorities in its filed income tax returns and recognizes a liability for or discloses potential significant changes that management believes are more likely than not to occur upon examination by tax authorities, including changes to the Company’s status as an S-Corporation. Management has not identified any uncertain tax positions in filed income tax returns that require recognition or disclosure in the accompanying financial statements. The Company’s income tax returns for the past three years are subject to examination by tax authorities, and may change upon examination.

Advertising
Advertising is expensed as incurred. Advertising expenses for the twelve months ended December 31, 2013 and 2012 were approximately $72,510 and $62,238, respectively.

Impairment of Long-lived Assets
The Company accounts for long lived asset impairments under SFAS No. 144, “Accounting for the Impairment or Disposal of Long Lived Assets.” Consistent with prior guidance, SFAS No. 144 requires a two-step approach for recognizing and measuring the impairment of assets to be held and used. The Company recognizes impairment losses on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than the assets’ carrying amounts. The impairment loss is measured by comparing the fair value of the asset based on discounted future cash flows to its carrying amount. Assets to be sold are classified as discontinued operations and are stated at the lower of the carrying amount of the assets or fair value. No impairment of long-lived assets was recognized as of December 31, 2013.

Impairment of Intangible Assets
The Company evaluates the recoverability of identifiable intangible assets whenever events or changes in circumstances indicate that an intangible asset’s carrying amount may not be recoverable. Such circumstances could include, but are not limited to (1) a significant decrease in the market value of an asset, (2) a significant adverse change in the extent or manner in which an asset is used, or (3) an accumulation of costs significantly in excess of the amount originally expected for the acquisition of an asset. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds its fair value. The fair value is measured based on quoted market prices, if available. If quoted market prices are not available, the estimate of fair value is based on various valuation techniques, including the discounted value of estimated future cash flows. The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. No impairment of intangible assets was recognized as of December 31, 2013.
NOTE 2: Significant Accounting Policies (continued)

Earnings Per Common Share
Basic earnings per common share excludes dilution and is computed by dividing the net earnings (loss) available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted earnings per common share is calculated by dividing net income by the weighted average number of common shares outstanding for the period, adjusted for the diluted effect of common stock using the treasury stock method and the "if converted" method as it relates to convertible preferred stock (see Note 10).

Subsequent Events
Management has evaluated subsequent events through March 15, 2014, the date the financial statements were available to be issued.

NOTE 3: Franchise Revenue

Franchise revenue for the year ending December 31 consists of the following:

<table>
<thead>
<tr>
<th></th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Franchise Fees</td>
<td>$186,000</td>
<td>$517,178</td>
</tr>
<tr>
<td>Turnkey Sales</td>
<td>662,602</td>
<td>796,312</td>
</tr>
<tr>
<td>Point of Sale Fees</td>
<td>66,783</td>
<td>31,032</td>
</tr>
<tr>
<td>Royalty Fees</td>
<td>700,093</td>
<td>630,096</td>
</tr>
<tr>
<td>Store Transfer Fees</td>
<td>84,000</td>
<td>48,300</td>
</tr>
<tr>
<td>Rate Program</td>
<td>49,500</td>
<td>46,500</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>7,752</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,756,730</td>
<td>$2,069,418</td>
</tr>
</tbody>
</table>

NOTE 4: Related Party Transactions

Advances from/to officer represent amounts advanced from/to the president of the Company. The officer loaned miscellaneous amounts to the company during 2013 and 2012, which amounted to $26,862 due to the officer as of December 31, 2013, and $426 as of December 31, 2012. These amounts are secured by a promissory note due on demand. Interest was charged at a blended rate of 2.40%. No interest was charged during 2013 or 2012.

The amounts and terms of the above transactions are not necessarily indicative of the amounts and terms that may have been incurred had comparable transactions been entered into with independent parties.
GOIN' POSTAL FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
Year Ended December 31, 2013

NOTE 5: Property and Equipment

Property and equipment at December 31 consists of:

<table>
<thead>
<tr>
<th></th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Furniture</td>
<td>$309,413</td>
<td>$287,080</td>
</tr>
<tr>
<td>Vehicles</td>
<td>75,516</td>
<td>75,516</td>
</tr>
<tr>
<td>Buildings</td>
<td>690,363</td>
<td>690,363</td>
</tr>
<tr>
<td>Land</td>
<td>170,841</td>
<td>170,841</td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td>179,751</td>
<td>179,751</td>
</tr>
<tr>
<td></td>
<td>1,425,884</td>
<td>1,403,551</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(381,234)</td>
<td>(331,796)</td>
</tr>
<tr>
<td></td>
<td>1,044,650</td>
<td>1,071,755</td>
</tr>
</tbody>
</table>

Property and equipment are carried at cost, less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets, ranging between 3 and 40 years.

NOTE 6: Lines of Credit

Lines of Credit at December 31 consist of:

<table>
<thead>
<tr>
<th></th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000 line of credit from a bank; interest payable monthly at prime plus 3.75% (3.35% at December 31, 2012); unsecured; guaranteed by the controlling stockholder; due on demand</td>
<td>$95,959</td>
<td>$95,959</td>
</tr>
</tbody>
</table>
NOTE 7: Long Term Debt

Long-term debt at December 31 consists of:

<table>
<thead>
<tr>
<th>Description</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promissory note payable; monthly payments of $3,636.85, including interest of 8.0%; final payment due in 2023; secured by real property.</td>
<td>$292,844</td>
<td>$312,152</td>
</tr>
<tr>
<td>Promissory note payable; monthly payments of $2,765.12, including interest of 7.4%; final payment due in 2023; secured by real property.</td>
<td>223,122</td>
<td>239,140</td>
</tr>
<tr>
<td>Promissory note payable; monthly payments of $3,655.70, including interest of 8.1%; final payment due in 2019; secured by real property and guaranteed by majority shareholders.</td>
<td>199,104</td>
<td>226,049</td>
</tr>
<tr>
<td>Capital lease payable to finance company; monthly payments of $274.54, including interest at 13.24%; secured by equipment.</td>
<td>10,270</td>
<td>-</td>
</tr>
<tr>
<td>Capital lease payable to finance company; monthly payments of $326.34, including interest at 8.55%; secured by equipment.</td>
<td>7,779</td>
<td>-</td>
</tr>
<tr>
<td>Less current maturities</td>
<td>(72,636)</td>
<td>(62,143)</td>
</tr>
<tr>
<td></td>
<td><strong>$ 660,483</strong></td>
<td><strong>$ 715,198</strong></td>
</tr>
</tbody>
</table>

Principal maturities on long-term debt at December 31, 2013 are as follows:

<table>
<thead>
<tr>
<th>Period Ending December 31, 2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$ 72,636</td>
</tr>
<tr>
<td>2015</td>
<td>78,692</td>
</tr>
<tr>
<td>2016</td>
<td>81,966</td>
</tr>
<tr>
<td>2017</td>
<td>88,159</td>
</tr>
<tr>
<td>2018</td>
<td>91,882</td>
</tr>
<tr>
<td>Thereafter</td>
<td>319,784</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 733,119</strong></td>
</tr>
</tbody>
</table>
NOTE 8: Income Taxes

The company has elected to be taxed under subchapter S of the Internal Revenue Code for 2013 and 2012; no deferred tax liability or asset has been recorded at December 31, 2013 and 2012 (see also Note 2).

NOTE 9: Net Income Per Share

Basic earnings per share are computed by dividing earnings available to common stockholders by the weighted average number of common shares outstanding during the period.

The following table sets forth the computation of basic and diluted net loss per share at December 31:

<table>
<thead>
<tr>
<th>Numerator</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net income (loss) applicable to common shareholders</td>
<td>$ (61,384)</td>
<td>$ 50,546</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Denominator</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Weighted average shares outstanding - basic and diluted</td>
<td>20,000,000</td>
<td>20,000,000</td>
</tr>
</tbody>
</table>

Net income (loss) per share applicable to common shareholders - basic and diluted $ (0.003) $ 0.003

NOTE 10: Stockholders’ Equity

The Company currently has 550,000,000 authorized shares of capital stock, which includes 500,000,000 shares of common stock with a par value of $.000005 per share and 50,000,000 shares of preferred stock with a par value of $.001 per share. Common stock in the amount of 20,000,000 shares and no shares of preferred stock were outstanding as of December 31, 2013 and 2012.
GOIN' POSTAL FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
Year Ended December 31, 2013

NOTE 11: Intangible Assets

As of December 31, 2013 and 2012, the Company has the following amounts related to intangible assets:

<table>
<thead>
<tr>
<th></th>
<th>December 31, 2013</th>
<th>December 31, 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Carrying</td>
<td>Accumulated</td>
</tr>
<tr>
<td></td>
<td>Amount</td>
<td>Amortization</td>
</tr>
<tr>
<td>Amortized Intangibles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trademarks</td>
<td>$20,000</td>
<td>$5,555</td>
</tr>
<tr>
<td>Other intangibles</td>
<td>10,000</td>
<td>2,778</td>
</tr>
<tr>
<td>Total</td>
<td>30,000</td>
<td>8,333</td>
</tr>
<tr>
<td>Unamortized Intangibles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>69,364</td>
<td>-</td>
</tr>
<tr>
<td>Total Intangibles</td>
<td>$99,364</td>
<td>$8,333</td>
</tr>
</tbody>
</table>

Intangibles are initially measured based on their fair market values. Trademarks and other amortizable intangibles are amortized using straight-line method over a period of 15 years. Amortization for intangibles amounted to $2,000 during the years ending December 31, 2013 and 2012.

NOTE 12: Contingencies

In the normal course of business, the Company may be subject to involvement to legal actions. In the opinion of management and the Company’s legal counsel, there are no outstanding matters that will have a material adverse effect on the Company’s financial position and results of operations.
SUPPLEMENTARY INFORMATION
GOIN’ POSTAL FRANCHISE CORPORATION
SUPPLEMENTARY INFORMATION
COMPARATIVE BALANCE SHEETS

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>December 31</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013</td>
<td>2012</td>
<td>2011</td>
</tr>
<tr>
<td>CURRENT ASSETS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>19,789</td>
<td>$49,730</td>
<td>$191,318</td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>79,189</td>
<td>128,539</td>
<td>74,017</td>
</tr>
<tr>
<td>Advances due from officer</td>
<td>26,862</td>
<td>426</td>
<td></td>
</tr>
<tr>
<td>Total current assets</td>
<td>125,840</td>
<td>178,695</td>
<td>265,335</td>
</tr>
<tr>
<td>PROPERTY AND EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET OF ACCUMULATED DEPRECIATION</td>
<td>1,044,650</td>
<td>1,071,755</td>
<td>999,791</td>
</tr>
<tr>
<td>OTHER ASSETS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intangible assets, net of amortization</td>
<td>91,031</td>
<td>93,031</td>
<td>95,031</td>
</tr>
<tr>
<td>Other assets</td>
<td>624</td>
<td>345</td>
<td></td>
</tr>
<tr>
<td>Total other assets</td>
<td>91,655</td>
<td>93,376</td>
<td>95,031</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>$1,262,145</td>
<td>$1,343,826</td>
<td>$1,360,157</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND STOCKHOLDERS’ EQUITY</th>
<th>December 31</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013</td>
<td>2012</td>
<td>2011</td>
</tr>
<tr>
<td>CURRENT LIABILITIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>$282,229</td>
<td>$258,303</td>
<td>$136,356</td>
</tr>
<tr>
<td>Line of credit</td>
<td>95,959</td>
<td>95,959</td>
<td>97,634</td>
</tr>
<tr>
<td>Other current notes payable</td>
<td>18,049</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred revenue, franchise fees</td>
<td>67,197</td>
<td>62,143</td>
<td>220,600</td>
</tr>
<tr>
<td>Current maturities of long term debt</td>
<td></td>
<td></td>
<td>67,604</td>
</tr>
<tr>
<td>Total current liabilities</td>
<td>463,434</td>
<td>416,405</td>
<td>522,194</td>
</tr>
<tr>
<td>LONG TERM LIABILITIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advances from officer</td>
<td></td>
<td></td>
<td>20,041</td>
</tr>
<tr>
<td>Obligation under capital lease, net of current portion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long term debt, net of current portion</td>
<td>647,872</td>
<td>715,198</td>
<td>776,937</td>
</tr>
<tr>
<td>Total long term liabilities</td>
<td>647,872</td>
<td>715,198</td>
<td>776,937</td>
</tr>
<tr>
<td>STOCKHOLDERS’ EQUITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common stock: $.000005 par value; 500 million shares authorized:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 million shares issued and outstanding</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Additional paid in capital</td>
<td>549,336</td>
<td>549,336</td>
<td>428,644</td>
</tr>
<tr>
<td>Retained earnings/(Accumulated deficit)</td>
<td>(398,597)</td>
<td>(337,213)</td>
<td>(387,759)</td>
</tr>
<tr>
<td>Total stockholders’ equity</td>
<td>150,839</td>
<td>212,223</td>
<td>40,985</td>
</tr>
<tr>
<td>TOTAL LIABILITIES AND STOCKHOLDERS’ EQUITY</td>
<td>$1,262,145</td>
<td>$1,343,826</td>
<td>$1,360,157</td>
</tr>
</tbody>
</table>

17
See auditor’s report.

Franchisee’s Initials ______________
GOIN' POSTAL FRANCHISE CORPORATION  
SUPPLEMENTARY INFORMATION  
COMPARATIVE STATEMENTS OF OPERATIONS  

<table>
<thead>
<tr>
<th></th>
<th>For the year ended December 31</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013</td>
<td>2012</td>
<td>2011</td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise fees, net</td>
<td>$1,756,730</td>
<td>$2,069,418</td>
<td>$1,469,710</td>
<td></td>
</tr>
<tr>
<td>Store sales</td>
<td>439,275</td>
<td>480,312</td>
<td>443,415</td>
<td></td>
</tr>
<tr>
<td>Other fees</td>
<td>103,092</td>
<td>60,578</td>
<td>48,927</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$2,299,097</td>
<td>$2,610,308</td>
<td>$1,962,052</td>
<td></td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise expenses</td>
<td>290,826</td>
<td>307,818</td>
<td>349,399</td>
<td></td>
</tr>
<tr>
<td>Cost of sales, store</td>
<td>343,330</td>
<td>356,619</td>
<td>292,068</td>
<td></td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>1,669,854</td>
<td>1,831,841</td>
<td>1,331,946</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$2,304,010</td>
<td>$2,496,278</td>
<td>$1,973,413</td>
<td></td>
</tr>
<tr>
<td><strong>NET INCOME (LOSS) FROM OPERATIONS</strong></td>
<td>(4,913)</td>
<td>114,030</td>
<td>(11,361)</td>
<td></td>
</tr>
<tr>
<td><strong>OTHER INCOME (EXPENSE)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous income</td>
<td>6,536</td>
<td>6,435</td>
<td>4,553</td>
<td></td>
</tr>
<tr>
<td>Gain (Loss) on disposal of equipment</td>
<td>(63,007)</td>
<td>(69,919)</td>
<td>(95,334)</td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>(56,471)</td>
<td>(63,484)</td>
<td>(91,343)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Income (Expense)</strong></td>
<td>(56,011)</td>
<td>(63,933)</td>
<td>(91,887)</td>
<td></td>
</tr>
<tr>
<td><strong>NET INCOME (LOSS) BEFORE TAXES</strong></td>
<td>(61,384)</td>
<td>50,546</td>
<td>(102,704)</td>
<td></td>
</tr>
<tr>
<td><strong>PROVISION FOR INCOME TAX</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income tax expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Income Tax Effect</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NET INCOME</strong></td>
<td>$ (61,384)</td>
<td>$ 50,546</td>
<td>$ (102,704)</td>
<td></td>
</tr>
<tr>
<td><strong>NET INCOME/(LOSS) PER COMMON SHARE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BASIC AND DILUTED</td>
<td>$ (0.003)</td>
<td>$ 0.003</td>
<td>$ (0.005)</td>
<td></td>
</tr>
<tr>
<td><strong>WEIGHTED AVERAGE SHARES OUTSTANDING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BASIC AND DILUTED</td>
<td>20,000,000</td>
<td>20,000,000</td>
<td>20,000,000</td>
<td></td>
</tr>
</tbody>
</table>

18 See auditor’s report.
## GOIN’ POSTAL FRANCHISE CORPORATION
### SUPPLEMENTARY INFORMATION
### COMPARATIVE STATEMENTS OF Stockholders’ EQUITY

<table>
<thead>
<tr>
<th></th>
<th>Common Stock</th>
<th></th>
<th>Retained Earnings / (Accumulated Deficit)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Shares</td>
<td>Amount</td>
<td>Paid in Capital</td>
<td></td>
</tr>
<tr>
<td>Balance, December 31, 2010</td>
<td>20,000,000</td>
<td>$ 100</td>
<td>307,752</td>
<td>22,797</td>
</tr>
<tr>
<td>Additional paid in capital</td>
<td></td>
<td></td>
<td>120,892</td>
<td>120,892</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(102,704)</td>
<td>(102,704)</td>
</tr>
<tr>
<td>Net Income, 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, December 31, 2011</td>
<td>20,000,000</td>
<td>100</td>
<td>428,644</td>
<td>40,985</td>
</tr>
<tr>
<td>Additional paid in capital</td>
<td></td>
<td></td>
<td>120,692</td>
<td>120,692</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Income, 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, December 31, 2012</td>
<td>20,000,000</td>
<td>100</td>
<td>549,336</td>
<td>212,223</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Income, 2013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, December 31, 2013</td>
<td>20,000,000</td>
<td>$ 100</td>
<td>$ 549,336</td>
<td>$ (98,597)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150,839</td>
</tr>
</tbody>
</table>

See auditor’s report.
GOIN' POSTAL FRANCHISE CORPORATION  
SUPPLEMENTARY INFORMATION  
COMPARATIVE STATEMENTS OF CASH FLOW

<table>
<thead>
<tr>
<th>Operating Activities:</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Income (Loss)</td>
<td>$(61,384)</td>
<td>$50,546</td>
<td>$(102,704)</td>
</tr>
<tr>
<td>Adjustments to reconcile net income to cash provided (used)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>by operating activities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization expense</td>
<td>51,438</td>
<td>46,547</td>
<td>54,218</td>
</tr>
<tr>
<td>(Gain)/Loss on disposal of assets</td>
<td>-</td>
<td>-</td>
<td>561</td>
</tr>
<tr>
<td>Decrease (Increase) in:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable and prepaid expenses, net</td>
<td>49,071</td>
<td>(54,867)</td>
<td>(39,506)</td>
</tr>
<tr>
<td>Increase (Decrease) in:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>23,925</td>
<td>121,947</td>
<td>(90,452)</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>(220,600)</td>
<td>220,600</td>
<td></td>
</tr>
<tr>
<td>Total Adjustments</td>
<td>124,434</td>
<td>(106,973)</td>
<td>145,421</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>63,050</td>
<td>(56,427)</td>
<td>42,717</td>
</tr>
</tbody>
</table>

| Investing Activities: | | | |
| Proceeds from sale of property, plant and equipment | - | - | 6,594 |
| Purchase of property, plant, equipment and improvements | (22,333) | (116,511) | (944) |
| Net cash provided (used) by investing activities | (22,333) | (116,511) | 5,650 |

<table>
<thead>
<tr>
<th>Financing Activities:</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net proceeds on line of credit</td>
<td>-</td>
<td>(1,675)</td>
<td>(6,783)</td>
</tr>
<tr>
<td>Net advances to shareholder and officer</td>
<td>(26,436)</td>
<td>(20,467)</td>
<td>13,242</td>
</tr>
<tr>
<td>Payments of long term debt</td>
<td>(66,555)</td>
<td>(67,200)</td>
<td>(71,814)</td>
</tr>
<tr>
<td>Additional paid in capital from shareholders</td>
<td>-</td>
<td>120,692</td>
<td>120,892</td>
</tr>
<tr>
<td>Proceeds from new debt issuance</td>
<td>22,333</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net cash provided (used) by financing activities</td>
<td>(70,658)</td>
<td>31,350</td>
<td>55,537</td>
</tr>
</tbody>
</table>

| Net increase (decrease) in cash | (29,941) | (141,588) | 103,904 |

| Cash at beginning of year | 49,730 | 191,318 | 87,414 |
| Cash at end of year | $19,789 | $49,730 | $191,318 |

Supplemental disclosures of cash flow information and non-cash investing and financing activities:
Cash paid during period for interest | $63,007 | $69,919 | $95,018 |

See auditor's report.
EXHIBIT “J” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

GOIN’ POSTAL TURN-KEY STORE AGREEMENT
GOIN’ POSTAL TURN-KEY STORE AGREEMENT

THIS AGREEMENT IS ENTERED INTO EFFECTIVE ON THE DATE OF FRANCHISOR’S SIGNATURE APPEARING AT THE END OF THIS AGREEMENT (THE “EFFECTIVE DATE”), BY AND BETWEEN GOIN’ POSTAL FRANCHISE CORPORATION, A FLORIDA CORPORATION, WHOSE PRINCIPAL ADDRESS IS 4941 4TH STREET, ZEPHYRHILLS, FLORIDA 33542 (HEREINAFTER REFERRED TO AS “GPFC” OR SOMETIMES REFERRED TO AS “FRANCHISOR”) AND THE PERSON OR PERSONS OR LEGAL ENTITY LISTED BELOW DESCRIBED AS “FRANCHISEE” (HEREINAFTER REFERRED TO AS “FRANCHISEE”, WHICH, FOR PURPOSES OF THE OBLIGATIONS OF FRANCHISEE PROVIDED IN THIS AGREEMENT, SHALL INCLUDE EACH AND EVERY INDIVIDUAL SIGNING ON BEHALF OF FRANCHISEE HEREINBELOW).

FRANCHISOR (“GPFC”): GOIN’ POSTAL FRANCHISE CORPORATION, A FLORIDA CORPORATION

FRANCHISEE: FULL LEGAL NAME [*should be the same entity/individuals listed in Exhibit “C” to the Disclosure Document, Part II, Franchise Ownership Information Form]

Approximate desired location of franchisee’s goin’ postal store (the “LOCATION”):

Please provide as much detail; as possible, especially if you already have a location picked out.

(street address)

(city) (state) (zip code)

This turn-key store agreement is entirely optional. By executing this agreement and paying the additional “turn-key fee”, GPFC will set-up and establish your store, ready for you to open after you complete both your classroom training at GPFC’s headquarters in Zephyrhills, Florida and your on-site training at your store.
RECITALS

WHEREAS, Franchisee has signed a Franchise Agreement and has paid the initial franchise fee and costs for two Point of Sale Systems required for the purchase of a Goin’ Postal franchise; and

WHEREAS, GPFC has the rights to determine the approved location of the Franchisee’s Goin’ Postal Store; and

WHEREAS, GPFC has the right to define the design, layout, color schemes and other appearance factors of the Franchisee’s Goin’ Postal Store; and

WHEREAS, Franchisee desires GPFC to assist in finding and securing a location for Franchisee’s Store within the area of the Location and to also assist with the build-out, set up and establishment of Franchisee’s Store to get it ready to open for business.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE FEES AND OTHER SUMS PAYABLE BY FRANCHISEE AND THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. SECURING LOCATION FOR FRANCHISEE’S STORE

1.1 Location Development

GPFC will perform the following steps to establish and secure a location for the Franchisee’s Store within the designated Location chosen by Franchisee:

a. Once Franchisee has submitted to GPFC in writing a specific area for the Store Location as reflected on the first page (the document title page) of this Agreement, GPFC will begin the process of finding and securing a specific location for Franchisee’s Store within that area.

b. Using Franchisee’s desired Location as a starting point, GPFC will attempt to locate an available retail space suitable for use as a Goin’ Postal Shipping Store. GPFC will make use of brokers in the general vicinity of the Location to locate the required space. Franchisee may also visit the local area and help locate a site where Franchisee desires to locate the Store, and Franchisee may provide GPFC with any leads or possibilities they discover. If Franchisee wishes to have their Store in a specific retail space location, GPFC will use this location as the basis from which to proceed.

c. A GPFC representative will evaluate the suitability of the selected location. GPFC recommends that the Franchisee is present for this site inspection. GPFC does not warrant or guarantee that any selected location will result in the success of Franchisee’s Store. Franchisee will be required to sign an acceptance acknowledgment once a site has been chosen.

d. Once the location is approved as the site for Franchisee’s Store, GPFC will proceed with lease negotiations through use of the services of an independent real estate professional. GPFC will make its best efforts to negotiate a lease favorable to the Franchisee, but GPFC is not liable for any lease deficiencies or unfavorable lease terms. GPFC does not act as an attorney or other professional advisor, and Franchisee is solely responsible for procuring the services of an attorney or other
professional to advise and counsel Franchisee on the merits (or lack of merits) of the lease. Franchisee will be presented for execution for the premises selected for Franchisee’s Store location. All lease negotiations will be made using Franchisee as the signer and Franchisee’s credit as the basis for negotiations. The Franchisee is also permitted to negotiate their own lease with the landlord for the location, but GPFC will not be involved in Franchisee/Landlord negotiations.

e. Once an acceptable lease has been negotiated, it will be presented to Franchisee for signing and Franchisee will sign the lease. GPFC will conclude once Franchisee signs such lease that Franchisee’s attorney or other professional advisor advised Franchisee that the lease was acceptable, or that Franchisee elected not to utilize the services of a professional advisor.

f. If Franchisee fails to sign the lease for the selected premises, Franchisee will be solely responsible for finding an alternate location, and negotiating and signing the lease on a location of their choice.

g. Franchisee will pay directly to the landlord of Franchisee’s selected premises the initial upfront advance rents (i.e., first and last month) and lease security deposits required under the lease to secure the selected premises for Franchisee’s Store location. Real estate costs vary widely from area to area, and GPFC will inform Franchisee of the anticipated expenses as soon as information on prevailing lease costs is known. Franchisee will be solely responsible for all further and ongoing rent and other monetary obligations under the applicable lease.

h. Unless and until Franchisee has a signed lease for the specific location chosen by Franchisee for Franchisee’s Store, neither a Territory for Franchisee’s Store nor any rights of Franchisee to claim or possess any Territory (protected or otherwise) shall exist.

2. BUSINESS SET-UP AND FORMATION SERVICES

Franchisee will be solely responsible for performing and/or procuring the following services pertaining to the set-up and formation of the particular form of business entity through which Franchisee intends to operate Franchisee’s Store:

2.1 If Franchisee desires to own and operate its Store as a corporation or other business entity, Franchisee will have the sole responsibility to arrange for those entity formation services and pay all associated costs. Franchisee will also need to obtain a Federal Employer Identification Number (FEIN) and a Sales Tax number, if applicable. Franchisee must sign all documents required for obtaining these items, and Franchisee will be solely responsible for ordering an entity book, preparing bylaws (or other applicable entity governance documentation) and minutes, issuing entity ownership certificates, and performing other organizational formalities. Franchisee must furnish GPFC with such entity information for use in GPFC’s lease negotiations and to make certain the lease for Franchisee’s Store provides for any such entity as the tenant.

Franchisee will have sole responsibility to initiate the necessary contacts to establish required utility accounts in Franchisee’s name including electricity, telephone, gas, garbage, water and sewer. Franchisee will pay the initial upfront deposits to establish these accounts. Franchisee must sign all necessary documents to set up those accounts.
2.3 Franchisee will initiate the necessary contacts to procure in Franchisee’s name basic liability and hazard insurance from a local insurance carrier for Franchisee’s Store, and Franchisee will be solely responsible for all premium payments. Franchisee will be required to sign all applications and provide all required information.

2.4 Franchisee will have sole responsibility to initiate the necessary contacts to procure in Franchisee’s name any city or county business/occupational licenses for Franchisee’s Store, and will pay the required license fees. Franchisee will be required to sign all applications and provide all required information.

3. CONSTRUCTION OF STORE

3.1 Store Design. GPFC will design Franchisee’s Store using GPFC’s standard layout, adjusted as necessary for the actual dimensions of the space.

3.2 Store Build-Out. GPFC will pay the costs of materials and furnishings, the costs to obtain local permits (as necessary) and, subject to the exceptions below, the costs to procure a licensed contractor to build-out Franchisee’s Store interior to GPFC’s Standards and Specifications. The materials and furnishings budget and contractor budget GPFC has factored into its costs for a Turn-Key Franchise Package are based upon the leased premises being already supplied and finished as a 1,200 square foot “vanilla box”. A vanilla box includes finished drywall, concrete floor, drop ceiling, lighting, HVAC (with associated delivery systems), electrical switches and outlets and handicap accessible restroom. If a location is chosen that does not meet the vanilla box requirement, Franchisee will be solely responsible for all costs incurred to bring the location up to vanilla box condition, including all contractor and permitting costs. The Store furniture, flooring and decorating package is also based on a Store size of 1200 square feet. If the location is larger and requires more furniture and flooring, Franchisee will be responsible for these extra costs. Franchisee will be informed by GPFC of an estimate of any additional costs which GPFC determines to be necessary under this Section 3.2 prior to the time Franchisee will sign any lease for the Location of Franchisee’s Store.

3.3 Included Services. GPFC will provide all materials, labor, and permits (within the limits of its agreed responsibility reflected in the attached Exhibit “A”) necessary to ready the Franchisee’s Store to open for business. These services will include the following:

- Carpet and tile
- Painting and decorating
- Wall units with lighting
- Counter and cash wrap
- Slat-wall
- Rear Wall
- Box shelves and storage
- 2 units of mailboxes
- Packaging table and area
- Peanut hopper
- Shelves
- Interior signage

Should Franchisee wish to install more than two sections of mailboxes, Franchisee will be responsible for additional expenses incurred. The total build-out budget allocation is based on a Store of approximately 1200 square feet. Stores of much larger sizes may incur additional expenses payable solely by Franchisee.
3.4 **Store Appearance.** Franchisee’s Store will be delivered to Franchisee with the interior renovations in an “as new” condition, ready for business, clean and fully stocked with the items of supplies, furniture, equipment and inventory reflected in the table of included items and responsibility limits attached to this Agreement as Exhibit “A” and included in this Agreement by this reference.

3.5 **Exterior Signage.** Franchisee will pay all costs for furnishing one exterior sign for Franchisee’s Store. Signage must be designed based on lease requirements, local ordinances, the existing appearance of the Store location, and GPFC’s Standards and Specifications for sign appearance. If applicable, Franchisee will pay all costs for panels for any existing pylon or monument roadside sign for the plaza or strip center where Franchisee’s Store is located. Franchisee will be solely responsible for all costs and expenses incurred in the design, permitting, production and installation of exterior signage and for complying with lease and governmental sign requirements and restrictions.

4. **OTHER SERVICES AND PRODUCTS**

4.1 **Copier.** GPFC will not purchase or otherwise provide Franchisee with a copier as part of a turn-key package. Franchisee will be solely responsible for determining and then fulfilling its own copier needs at the Franchisee’s Store. It is suggested, though, for maximum benefit Franchisee obtain a network ready color copier capable of producing 25 pages per minute, with an automatic duplexing document feeder, hole punch unit and booklet finisher. Franchisee will also be responsible at its sole cost to sign up for any maintenance agreement for the specific copy machine(s) Franchisee determines to purchase for Franchisee’s Store.

4.2 **Other.** Within the specified limits reflected in the attached Exhibit “A”, GPFC will furnish or provide the other items included in said Exhibit “A”.

5. **FEES AND OTHER PAYMENTS**

5.1 Franchisee shall, in accordance with the following, pay to GPFC the following fees:

a. A turn-key store fee of $60,000.00 shall be due and payable by Franchisee to GPFC on the date of the execution of this Agreement. This fee is separate from and in addition to the Initial Franchise Fee and is solely for the development of the Franchisee’s Store by GPFC as an extra service. This fee, together with the $15,000.00 for the Initial Franchise Fee, shall cover those costs involved with the development of the Franchisee’s Store in accordance with the various included items as delineated on Exhibit “A” attached to this Agreement, except to the extent Franchisee’s personal desires or Store size or condition factors cause additional expenses and costs to be incurred.

b. In the event of overages or excess expenses incurred for the above items and services, GPFC will make payments on behalf of Franchisee and invoice Franchisee immediately via email. Payment of any overages or excess costs will be due immediately, and GPFC will not make any more expenditures until all such overages and/or excess costs are fully satisfied. Franchisee may, or GPFC may require Franchisee to, place a credit card on file with GPFC for immediate payment of these outstanding amounts, or establish an electronic funds transfer payment arrangement with GPFC for these overages or excess costs.

c. This Agreement will only be accepted when submitted with full payment of the required turn-key store fee, a fully signed Goin’ Postal Franchise Agreement and
full payment of the additional $15,000.00 for the Initial Franchise Fee. The Franchise Agreement and Turn-Key Store Agreement are separate agreements, and the payments under each agreement must be made separately, one payment of $15,000.00, and another separate payment of $60,000.00.

5.2 Method of Payment

a. Franchisee shall pay the initial turn-key store fee of $60,000.00 due with this Agreement by check. Additional fees for overages may be paid via credit card or electronic funds transfer arrangements.

5.3 Travel Expenses

GPFC will pay the travel expenses for its representative(s) incurred in performing the various services in establishing Franchisee’s Store, including the costs for GPFC’s representative(s) training visit to Franchisee’s Store for the Franchisee’s Store opening week. Franchisee is responsible for Franchisee’s own travel expenses to visit Zephyrhills, Florida for training as provided in the UFDD and Franchise Agreement.

5.4 Delinquencies Owed to GPFC. If Franchisee fails to pay to GPFC the entire amount of any payment due to GPFC hereunder promptly when due, Franchisee shall be deemed to be in default of Franchisee’s Franchise Agreement and all progress on the establishment of Franchisee’s Store shall cease until such time as full payment is made.

6. LIMITATIONS

6.1 The table included on the attached Exhibit “A” provides a detailed listing of GPFC’s responsibilities with respect to a Turn-Key Franchise Package toward its establishment of a Franchisee’s Store under this Turn-Key Store Agreement (several of the entries, such as “Paper Clips”, reference the number of start up packages you will receive which include a various number of such items, as opposed to the actual number of the listed items themselves). Any deviations which the Franchisee wishes to make to their Store from those reflected in the Exhibit “A” table are the Franchisee’s sole responsibility and will be at the Franchisee’s sole cost and expense. The Franchisee must provide GPFC with either a credit card account authorization or with an electronic funds transfer arrangement, as GPFC chooses, so that any overages incurred above and beyond those to which GPFC has agreed to be responsible as reflected on the attached Exhibit “A” may be appropriately paid as they are incurred. The Franchisee must be available to sign any and all documents required as part of this Turn-Key Store Agreement, and GPFC does not act as an agent, partner, power of attorney or other representative for or on behalf of any Franchisee. Many of the cost allocations for the items reflected in the Exhibit “A” table may be higher than those budgeted by GPFC in arriving at the $60,000.00 turn-key store fee as a result of the particular credit standing of Franchisee or as a result of other conditions or circumstances beyond the control of GPFC. Franchisee will be responsible and will be charged for overages resulting from conditions of Franchisee’s Store different from those upon which the Exhibit “A” budget was established, such as the total costs to build out an oversized Store larger than the anticipated 1,200 square foot size Store or one which was not delivered by the landlord or owner as a “vanilla box”, and for any additional equipment, furniture or furnishings which Franchisee orders beyond those to which GPFC has agreed to provide under this Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Validity, Choice of Law, Venue and Jurisdiction
a. This Agreement shall become valid and effective when counter-signed and accepted by GPFC. The Effective Date of this Agreement shall be the date when signed and accepted by GPFC. This Agreement shall be deemed made and entered into in the State of Florida and shall be governed and construed under and in accordance with the laws of the State of Florida without giving effect to any conflict of laws.

b. Exclusive venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of Florida, located in Tampa, Florida or within the courts of the United States of America located within the Middle District of Florida.

7.2 Mediation

a. Subject to the limitation provided in the last sentence of this Section 7.2(a), and subject to Section 7.2(b), before either party may initiate suit or action against the other, the parties pledge to first attempt to resolve the controversy or claim arising out of or relating to this Agreement (a “Dispute”) through mediation conducted in accordance with the Commercial Mediation Rules of The American Arbitration Association, unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of such Dispute (the “Mediation Notice”). Mediation shall be conducted at GPFC’s Headquarters or at the office of GPFC’s attorney, at the option of GPFC. The fees and expenses charged by the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida and other applicable laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views, and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence that is otherwise discoverable or admissible shall not be excluded from discovery as a result of its use in the mediation. Mediation shall be deemed completed 30 days after the date of the Mediation Notice unless extended by mutual consent of the parties.

b. GPFC shall not be required to attempt to first mediate a controversy or claim against Franchisee through mediation as provided in Section 7.2(a) if such claim or controversy concerns an allegation or allegations by GPFC that Franchisee has violated (or threatens to violate or poses an imminent risk of violating) any of GPFC’s federally protected intellectual property rights in the Marks, in the Standards, in the Method, in the Store Set-Up Manual, in the Operations Manual, in the GP Rate Pro Software, or in any of GPFC’s other intellectual properties, in which case GPFC shall reserve (and hereby reserves) the right to immediately seek injunctive relief, civil damages, ex par te seizure and other available remedies within the courts of the State of Florida or United States of America located within Tampa, Florida or the Middle District of Florida, as the case may be.

7.3 GPFC may be granted injunctive relief without the necessity of a bond, but upon notice; provided no prior notice shall be required in the event Franchisee counterfeits the Marks or the Method and GPFC pursues available ex-parte remedies.

7.4 IN ALL CASES EXCEPT WHERE EXPRESSLY PROHIBITED BY APPLICABLE STATUTORY LAW, FRANCHISEE AND GPFC EACH WAIVES ANY RIGHT TO A TRIAL BY JURY.
7.5 If GPFC institutes any action at law or in equity against Franchisee to secure or protect GPFC’s rights under or to enforce this Agreement, in addition to any judgment entered in its favor, GPFC shall be entitled to recover such reasonable attorneys’ fees and costs as may be allowed by the court, together with court costs and expenses of litigation.

7.6 To the extent the UFDD of GPFC which included this Agreement which has been signed by Franchisee, also included a state-specific Addendum as Exhibit “H” which contained additions, modifications or other changes to this Agreement mandated by the laws of the State of residency of Franchisee (hereinafter any such state-specific Addendum being referred to as the “Applicable State-Specific Addendum”), such Applicable State-Specific Addendum is incorporated in this Agreement and shall, to the extent required by the laws of the State of Franchisee’s residency, supersede and take precedence over any contrary, conflicting or inconsistent provisions in this Agreement.

8. SEVERABILITY AND CONSTRUCTION

8.1 Every part of this Agreement will be considered severable as described below.

a. If, after application of any Applicable State-Specific Addendum, a court of competent jurisdiction declares any provision of this Agreement (or any exhibit or other document referred to in this Agreement) pertaining to the subject matters referenced in Section 8.1(b) to be invalid or unenforceable, but such provision could be rendered valid and enforceable if modified, then Franchisee and GPFC hereby agree that such provision shall be deemed modified to the extent required to make it valid and enforceable to the fullest extent under applicable state law and public policy.

b. The subject matters that are made subject to Section 8.1(a) are any provisions of this Agreement (or any exhibit or other document referred to in this Agreement) pertaining to (i) termination of this Agreement, (ii) non-renewal of this Agreement, (iii) designation of jurisdiction and venue for dispute resolution proceedings, (iv) waivers of right to a jury trial, (v) “choice of law” provisions that specify which state’s law would apply in a dispute resolution proceeding, (vi) certain types of mandatory franchisee “releases” or “waivers”, and (vii) any other provision that is governed by any Applicable State-Specific Addendum or is otherwise inconsistent with a valid and applicable state law that was specifically intended to protect the rights of franchisees.

c. If a mediator, arbitrator or court of competent jurisdiction declares any provision of this Agreement (or any exhibit or other document referred to in this Agreement), other than the provisions corresponding to the subject matters referenced in Section 8.1(b), to be invalid or unenforceable, but such provision could be rendered valid if modified, then Franchisee and GPFC hereby agree that GPFC shall have the right, in its sole discretion, to modify such invalid or unenforceable provision(s) to the extent necessary to render such provision(s) valid and enforceable, including, without limitation, the right to delete the provision in its entirety.

d. Should any provision of this Agreement be found invalid or unenforceable as presented in the above provisions of this Section 8.1, the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties to this Agreement declaring that they would have signed
this Agreement without inclusion of such provision. In the event that such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section 8.1 shall operate only upon such provision to the extent that the laws of such jurisdiction are applicable to such provision. Each party shall sign and deliver to the other any further documents that may be reasonably required to effectuate fully the provisions hereof.

8.2 This Agreement and all other agreements and writings referred to in this Agreement or signed in connection herewith, including but not limited to the exhibits, the Franchise Agreement, the Non-Competition and Non-Solicitation Agreement, the UFDD, the Continuing Personal Guaranty (if applicable), the Domain Name License Agreement (if applicable), the Store Set-Up Manual, the GPFC Operations Manual, the Method, and the Standards and Specifications referred to in this Agreement, contain the entire agreement of the parties pertaining to the subject matter hereof and no prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties not expressly included in this Agreement shall be of any force and effect. The terms of all Exhibits to this Agreement and, to the extent not inconsistent with or contrary to the provisions of this Agreement, all agreements and writings referred to in this Agreement, including in particular, but not limited to, GPFC’s UFDD (and all supplements and amendments thereto made by GPFC throughout the Term), are hereby incorporated into and made a part of this Agreement as if the same had been recited in full in this Agreement.

9. MISCELLANEOUS

9.1 This Agreement may be signed in any number of counterparts and copies, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

9.2 The submission of this Agreement does not constitute an offer or acceptance by GPFC and this Agreement shall not be deemed valid, effective or binding upon GPFC until such time as GPFC accepts it and it is signed by an authorized officer on behalf of GPFC.

9.3 Franchisee and its Owners jointly and severally acknowledge that they have carefully read and understand this Agreement and all other related documents to be signed concurrently or in conjunction herewith, that they have had the opportunity to consult with legal counsel, accountants and financial advisors in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and to be bound hereby. Franchisee and its Owners and Managers signing below, if any, represent, warrant and covenant that they received a copy of GPFC’s current Franchise Disclosure Document at least fourteen (14) calendar days before any of them signed this Agreement or paid any money to GPFC, that they read and reviewed a copy of GPFC’s current Franchise Disclosure Document in its entirety, and that this Agreement which has been signed by each of them is in all material respects identical to that Turn-Key Store Agreement which was attached as Exhibit “J” to the specific copy of GPFC’s current Franchise Disclosure Document which was so received, read and reviewed; and to the extent any material alterations were unilaterally made by GPFC to this Agreement as compared to the Turn-Key Store Agreement which was attached as Exhibit “J” to the specific GPFC Franchise Disclosure Document each of them received, read and reviewed, they received and reviewed a copy of this Agreement at least seven (7) calendar days before any of them signed this Agreement.
IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be signed effective as of the date of counter execution by GPFC’s authorized signing officer shown as follows:

“FRANCHISEE”

If the “Franchisee” is a legal entity (corporation, limited liability company, partnership, etc.) then (i) enter the name of the entity Franchisee in the following space: ________________________________, (ii) each equity owner of the Franchisee must sign below (attach additional sheet if necessary), and (iii) next to the name of the persons that are signing this Agreement, insert their title within such entity (president, partner, manager, member, etc.). If the Franchisee is not a legal entity at the time of signing, but rather one or more individual persons, then do not fill in the title lines below.

1:

Signature of Franchisee or equity owner if Franchisee is a legal entity, ____________________________ 20________

Printed name of person that signed above ________________________________

Title of person that signed above ________________________________

2:

Signature of Franchisee or equity owner if Franchisee is a legal entity, ____________________________ 20________

Printed name of person that signed above ________________________________

Title of person that signed above ________________________________

“GPFC”
FOR GOIN’ POSTAL FRANCHISE CORPORATION

GOIN’ POSTAL FRANCHISE CORPORATION
A Florida Corporation

BY: ________________________________, 20________
Authorized Signing Officer  *Date  *Year

*Date of Goin’ Postal Franchise Corporation’s Counter Signature is “Effective Date” of this Turn-Key Store Agreement

Print Name of Officer: ________________________________

Franchisee’s Initials __________
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise Fee</td>
<td>Standard Franchise Fee</td>
<td>1</td>
</tr>
<tr>
<td>Point of Sale systems</td>
<td>Two complete Point of sale systems</td>
<td>2</td>
</tr>
<tr>
<td>Build out</td>
<td>Carpet, tile, pre-fabricated fixture walls, counters, shelves, islands,</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>mailboxes, display lighting. This is based on a vanilla box. If your location</td>
<td></td>
</tr>
<tr>
<td></td>
<td>needs structural walls, HVAC, bathrooms, ceilings etc you will be</td>
<td></td>
</tr>
<tr>
<td></td>
<td>responsible for these costs.</td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>For internal finishing details. Franchisee solely responsible for all costs</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>to conform location to a completed vanilla box state</td>
<td></td>
</tr>
<tr>
<td>Permits</td>
<td>For internal finishing details. Franchisee solely responsible for all costs</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>to conform location to a completed vanilla box state</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Phone System</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Printers</td>
<td>All necessary printers</td>
<td>1</td>
</tr>
<tr>
<td>Furniture (desks, filing)</td>
<td>Desk, Filing cabinets etc.</td>
<td>1</td>
</tr>
<tr>
<td>Various Salaries</td>
<td>All GPFC salaries to establish location</td>
<td>1</td>
</tr>
<tr>
<td>Packaging Office Supplies Stock</td>
<td>Panes, paper, tape, knives, CDs etc.</td>
<td>1</td>
</tr>
<tr>
<td>Greeting Cards/Gifts</td>
<td>Cards, racks and various gift wrap items.</td>
<td>1</td>
</tr>
<tr>
<td>Boxes</td>
<td>Startup package</td>
<td>1</td>
</tr>
<tr>
<td>Stamps</td>
<td>Startup package</td>
<td>1</td>
</tr>
<tr>
<td>Retail Office Supplies</td>
<td>Start-up package of ink, toner and other office supplies inventory</td>
<td>1</td>
</tr>
<tr>
<td>GPFC Travel expenses</td>
<td>Location selection, buildout, reps visit. Turn-Key Franchisee responsible</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>for travel expenses to Zephyrhills and all related accommodations.</td>
<td></td>
</tr>
<tr>
<td>48&quot; Steel Rule</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>3 Tier Plastic Display</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Utility Knives</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Tape Measurers</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Business Cards</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Card Holders</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Stapler</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Receipt Spikes</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Pouches starter kit</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Scotch Tape</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Paper</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Scissors</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Markers</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Tape Guns</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Bubble Mailers</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Power Strips</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Pens</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Paper Clips</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Set Up Box</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Slatwall Hooks 6&quot;</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Slatwall Brackets</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Window Sign (Interior)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>15' Banner</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Stamp Set</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1000 Shipping Forms</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Thermal Label Printer</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>150lb Scale</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
CONTINUING PERSONAL GUARANTY

Each of the undersigned (the “Guarantor(s)”), in order to induce Goin’ Postal Franchise Corporation, a Florida corporation (“GPFC”) to enter into that certain Goin’ Postal Franchise Agreement dated __________________________, 20_____ (“Franchise Agreement”) by and between GPFC and __________________________________________ (“Franchisee”), hereby jointly and severally, unconditionally, absolutely and unequivocally personally guaranty to GPFC, its successors, or its assigns, prompt full payment and performance of all obligations of Franchisee to GPFC which are or may become due and owing to GPFC, including, but not limited to, all obligations arising out of the Franchise Agreement or any other agreement between GPFC and Franchisee, including any and all extensions or renewals of such Franchise Agreement and other agreements, in the same manner as if those agreements were signed between GPFC and the undersigned Guarantors directly. Such obligations include, but are not limited to, Royalty Fees, Marketing Fees, software update fees, taxes imposed or charge upon the Franchisee, and any and all other obligations now or hereafter due to GPFC or hereafter incurred by Franchisee in favor of GPFC.

The undersigned Guarantor(s) expressly waive: (a) notice of the acceptance by GPFC for the benefit of Franchisee; (b) all presentments, demands for performance, notices of non-performance, protests, and all other notices, including but not limited to, notices of protest, dishonor, any default, partial payment or non-payment of all or any part of the obligations guaranteed hereunder, and the existence, creation, or incurring of new or additional obligations guaranteed hereunder; (c) any right to require GPFC to proceed against Franchisee or any other persons, to proceed against or exhaust any security held by GPFC or any other person for the obligations guaranteed hereunder or to pursue any other remedy in GPFC’s power whatsoever; (d) any defense arising by reason of the invalidity, illegality or lack of enforceability of the obligations guaranteed hereunder or any part of those obligations, or by reason of any incapacity, lack of authority, death, disability, or other defense of Franchisee or any other person, or by reason of the failure of GPFC to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of Franchisee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Franchisee or any other person with respect to all or any part of the obligations guaranteed hereunder, or by reason of any act or omission of GPFC or others which directly or indirectly results in a discharge or release of Franchisee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Franchisee or any other person with respect to all or any part of the obligations guaranteed hereunder or any security therefore, whether by operation of law or otherwise; (e) any defense arising by reason of GPFC’s failure to obtain, perfect, or maintain a perfected or prior security interest in, lien or encumbrance upon, any property of Franchisee or any other person, or by reason of any interest of GPFC in any property, whether as owner of such property or the holder of a security interest therein or lien or encumbrance thereon, being invalidated, avoided, declared void, fraudulent or preferential or otherwise set aside, or by reason of any impairment of GPFC of any right, recourse or collateral; (f) any right to require GPFC to marshal any assets in favor of the undersigned Guarantors; (g) any defense based upon any failure of GPFC to give Franchisee or the undersigned Guarantors notice of any sale or other disposition of any property securing any or all of the obligations guaranteed hereunder or any guaranty of said obligations, or any defect in any notice that may be given in connection with any sale or other disposition of any such property, or any failure of GPFC to comply with any provision of applicable law in enforcing any security interest in or lien upon any such property, including any failure by GPFC to dispose of any such property in a commercially reasonable manner; and (h) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, re-adjustment of debt, liquidation or dissolution proceeding commenced by or against Franchisee or any other person, including any discharge of, or bar against collecting, any of the obligations guaranteed hereunder (including any interest thereon), in or as a result of any such proceeding.

This Continuing Personal Guaranty will not be affected by the modification, extension, or renewal of the Franchise Agreement or any other agreement between GPFC and Franchisee, the granting of an extension of time for payment by GPFC to Franchisee of any obligation guaranteed hereunder, or any termination of the Franchise Agreement or any other agreement between GPFC and Franchisee or any release of Franchisee of any of its obligations thereunder.
This is an irrevocable, unconditional and absolute guaranty of payment and performance, not of collection, and the undersigned Guarantors agree that his, her, or their liability under this Continuing Personal Guaranty will be immediate and will not be contingent upon the exercise or enforceability by GPFC of whatever remedies it may have against the Franchisee or others.

The undersigned agree that any current or future indebtedness by Franchisee to any of the undersigned Guarantors will always be subordinate to any indebtedness or obligations owed by Franchisee to GPFC.

The undersigned Guarantors further agree that as long as the Franchisee owes any money to GPFC, the Franchisee will not pay and the undersigned will not accept payment of any part of any indebtedness owed by Franchisee to any of the undersigned Guarantors, either directly or indirectly, without the consent of GPFC.

Each of the undersigned Guarantors further agree to be personally bound by and to perform the obligations, and to refrain from performing all acts prohibited by, all of the provisions of the Franchise Agreement, including, in particular, but without limitation to, the provisions of Section 14 (Franchisee’s Obligations Upon Expiration and/or Termination), that certain Domain Name License Agreement between GPFC and Franchisee (if applicable), and that certain Non-Competition and Non-Solicitation Agreement between GPFC and Franchisee. The undersigned Guarantors consent to be bound by the provisions of Article 20 of the Franchise Agreement for purposes of resolving any dispute or controversy arising out of or in connection with the undersigned’s alleged performance of or failure to perform the obligations of Franchisee under the Franchise Agreement, Domain Name License Agreement and/or Non-Competition and Non-Solicitation Agreement.

In connection with any litigation to determine or enforce the undersigned Guarantors’ liability under this Continuing Personal Guaranty, each of the undersigned Guarantors expressly waive his or her right to trial by jury and agree to pay all costs and expenses incurred by GPFC in such proceedings, including reasonable attorneys’ fees.

If this Continuing Personal Guaranty is signed by more than one individual, each person signing this Continuing Personal Guaranty below will be jointly and severally liable for all obligations created in this Continuing Personal Guaranty. This Continuing Personal Guaranty is a continuing personal guaranty and it shall remain in full force and effect during and after the term of the Franchise Agreement, including any renewals or extensions of the Franchise Agreement, until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, owed by Franchisee to GPFC are fully paid and satisfied.

Should any one or more provisions of this Continuing Personal Guaranty be determined to be illegal, invalid, or unenforceable, all other provisions shall nevertheless remain effective. This Continuing Personal Guaranty shall inure to the benefit of and bind, as the case may require, GPFC, its successors and assigns, and all heirs, legal representatives, successors and assigns of each of the undersigned Guarantors. Each of the undersigned Guarantors specifically acknowledge that he or she has read all the terms of this Continuing Personal Guaranty, have received a true copy of it, and agree to be fully bound by its terms.
“Guarantor”

Signature: ________________________________
Print Name: ______________________________
Soc. Sec. #: ______________________________
Home Address: ____________________________

____________________________
Date:

“Guarantor”

Signature: ________________________________
Print Name: ______________________________
Soc. Sec. #: ______________________________
Home Address: ____________________________

____________________________
Date:

“Guarantor”

Signature: ________________________________
Print Name: ______________________________
Soc. Sec. #: ______________________________
Home Address: ____________________________

____________________________
Date:
EXHIBIT “L” TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

DOMAIN NAME LICENSE AGREEMENT
DOMAIN NAME LICENSE AGREEMENT

Domain Name: ___________________________ Effective Date: __________

Franchisee Name and Address: ______________________________________
_________________________________________________________________
Telephone: __________________________ Facsimile: _____________________

Background:

By reason of a request to establish a website submitted to Goin’ Postal Franchise Corporation (“GPFC”), GPFC has approved the right for the above-designated Goin’ Postal Franchisee (“Franchisee”) to use the domain name above (“Domain Name”) in connection with the establishment of a website (the “Website”) promoting Franchisee’s franchised Goin’ Postal Store (the “Franchisee’s Goin’ Postal Store”) and Franchisee’s operation of a Goin’ Postal franchise by virtue of the certain franchise agreement between Franchisee and GPFC (the “Franchise Agreement”).

As a condition to its use of the Domain Name in connection with the Website, Franchisee is required to sign this Domain Name License Agreement (the “License Agreement”) and to, at all times relevant to its operation of the Website, fully and completely comply with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the promises, covenants, representations and warranties in this License Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GPFC and Franchisee agree as follows:

1. GPFC hereby grants to Franchisee a non-exclusive and limited license to use the Domain Name in accordance with the terms and conditions in this License Agreement. The effective date of this license will be the Effective Date reflected above.

2. Franchisee must use the Domain Name solely in connection with the Website and in accordance with any guidelines, directives or specifications (collectively, the “Standards”) issued by GPFC from time to time during the term of this License Agreement. In issuing any such Standards, GPFC will reference this License Agreement and, upon such issuance, the Standards will be deemed incorporated into this License Agreement. Any rights with respect to the Domain Name not expressly granted in this License Agreement shall be deemed reserved to GPFC. Franchisee shall have no right to create or use any formation or derivative of the Domain Name or establish, use, operate or maintain any other Internet presence other than the Website having the Domain Name as its “URL” under and in accordance with the provisions of this License Agreement.

3. Franchisee understands and agrees that the Website may not contain “Website Content” (as defined in Paragraph 5 of this License Agreement below) which references any other Goin’ Postal Store or other shipping or postal establishment other than the Franchisee’s Goin’ Postal Store.

4. Franchisee will not upload, publish, display, or otherwise include or use any Website Content on the Website without receiving the prior written approval of GPFC. Accordingly, once the initial Website Content of the Website is approved by GPFC, Franchisee must submit any desired
changes to such Website Content to GPFC for its prior written approval. GPFC’s review and approval of the Website Content shall not be construed as GPFC’s approval, recommendation or endorsement of Franchisee or GPFC’s representation or warranty that such Website Content is accurate, complete, truthful or correct.

5. Franchisee acknowledges and understands that GPFC, and not Franchisee, will register the Domain Name in the name of GPFC or its designee and that GPFC, not Franchisee, will be the sole and exclusive owner of the Domain Name, the Website, and all text, graphics, photographs, video, audio, data, information and other content (the “Website Content”) displayed, exhibited, broadcast, depicted, shown, made available, accessible, or otherwise used on or in connection with the Website, and Franchisee shall have no title, right (including intellectual property rights), claim or interest in or to the Domain Name, Website or the Website Content except for and to the extent of the limited license rights granted to Franchisee in association with the terms of this License Agreement.

6. Franchisee acknowledges and understands that its license of the Domain Name and its use, operation and maintenance of the Website shall at all times be bound and subject to, and conditioned upon, Franchisee’s strict compliance with, each of the following “Internet and Franchisee Website Restrictions”:

   (a) Franchisee is restricted from independently establishing a presence on, or independently marketing Franchisee’s Goin’ Postal Store using, the Internet without GPFC’s prior written consent and then by only maintaining a Website in strict accordance with this License Agreement; and

   (b) The Website Content of Franchisee’s Website shall be limited to information pertaining to Franchisee’s Goin’ Postal Store and the specific aspects of the products and services available at Franchisee’s Goin’ Postal Store, shall be contained within the templates GPFC develops and approves, and must reside and be hosted on one of the GPFC’s web servers; and

   (c) The Domain Name will serve as the “URL” for the Website which GPFC will develop for Franchisee (with Franchisee’s input as requested), and the Website will be hosted on one of GPFC’s servers. The URL for the Website will be accessed through a link from and within GPFC’s website. Franchisee will pay to GPFC each month during the initial mandatory twelve (12) month term of this License Agreement a web hosting fee in the amount of $5.00 per month, which web hosting fee may be increased by GPFC at any time and from time-to-time after said initial mandatory twelve (12) month term; and

   (d) Franchisee may submit desired designs, format and layout of the Website for GPFC’s review and approval. However, Franchisee must obtain GPFC’s prior written approval for the form, structure and Website Content of the Website before it is used on the Internet so that GPFC can maintain the common identity of the Goin’ Postal Franchise Network; and

   (e) Franchisee may not use the Goin’ Postal name or any of the Goin’ Postal trademarks or service marks (the “Goin’ Postal Marks”) or similar words as part of an Internet domain name except to the extent of the Domain Name registered in the name of GPFC and then licensed to Franchisee in accordance with this License Agreement; and

   (f) Franchisee shall provide on the Website a hyperlink to GPFC’s website (www.goinpostal.com) (the “Goin’ Postal Website”). Prior to placing any hyperlinks to third party websites, Franchisee must obtain GPFC’s prior written approval of such hyperlinks. Franchisee will not indulge in deblinking, framing, word stuffing, or other unlawful or
unethical activities, including any activities which may be detailed in the Operations Manuals; and

(g) Franchisee must include within the Website a clear and conspicuous disclaimer of any direct affiliation with GPFC other than that of a franchisee. Such disclaimer should read in similar fashion as “Goin’ Postal of _______________________ [insert city of Franchisee’s Goin’ Postal Store location] is an independently owned and operated Goin’ Postal franchise”; or similar to “Goin’ Postal ________________________[city of Franchisee’s Goin’ Postal Store location] is an independently owned and operated franchisee of Goin’ Postal Franchise Corporation”; and

(h) Franchisee should never refer to itself within the Website solely as “Goin’ Postal”. Rather, as an independent owner and operator of a Goin’ Postal franchised business, Franchisee should refer to itself by its registered fictitious name, such as “Goin’ Postal [city of Franchisee’s Goin’ Postal Store location]” or “Goin’ Postal of [city of Franchisee’s Goin’ Postal Store location]”; and

(i) Under no circumstances should Franchisee, within the Website Content of the Website, make any modifications, alterations or additions to any of the Goin’ Postal Marks, including any of GPFC’s slogans or tag lines; and

(j) Franchisee may not use within the Website Content of the Website any or all, or any part of, the Goin’ Postal Marks, or any other mark GPFC owns or will own, without GPFC’s prior written consent or direction, and even then only in strict accordance with the provisions of this License Agreement. With GPFC’s approval, Franchisee shall use and display the Goin’ Postal Marks, and/or any other trademark, service mark, or trade name adopted by GPFC, only in the form, manner, design, verbiage, and appearance as exactly adopted by GPFC (see Composite Goin’ Postal Mark depicted as Exhibit “A” to the Franchise Agreement) or as otherwise instructed by GPFC in writing, including in form and manner and appropriate legends as may be prescribed by GPFC from time-to-time. Franchisee may not use or display on any approved Website for Franchisee’s Goin’ Postal Store any other trademark, service mark or trade name in combination with any of the Goin’ Postal Marks without GPFC’s prior written consent. Franchisee may not use or display the Goin’ Postal Marks, or any other mark GPFC owns or will own, in any advertising which has not been provided to Franchisee by GPFC or previously approved in writing by GPFC. Franchisee shall not use or associate in any way the Goin’ Postal Marks with any products or services not approved by GPFC in writing. All uses and depictions of the Goin’ Postal Marks on or within Franchisee’s Website must properly depict and portray the appropriate trademark symbol (TM or SM for unregistered trademarks or service marks, as the case may be, owned by GPFC; and the symbol ® for all of GPFC’s registered trademarks and service marks). All uses and depictions of the Goin’ Postal Marks on or within the Website for Franchisee’s Goin’ Postal Store must give proper attribution of GPFC’s ownership of each of the Goin’ Postal Marks using a format such as the following: “Goin’ Postal” and all associated, related and connected drawings, designs, slogans, tag-lines, deliveryman characters and characterizations, and other depictions used with or as part of “Goin’ Postal” are registered trademarks of Goin’ Postal Franchise Corporation; and

(k) Franchisee should never refer to GPFC within the Website Content of the Website as “parent”, “corporate”, “company” or any other designation giving a connotation of ownership affiliation or parent/subsidiary relationship between Franchisee and GPFC. Any and all references in Franchisee’s approved Website to GPFC should use GPFC’s
corporate name, Goin’ Postal Franchise Corporation, or should refer to GPFC as Franchisee’s “Franchisor”; and

(l) Franchisee may not offer or solicit the sale or purchase of Goin’ Postal franchises, or any of GPFC’s other franchise brands, on Franchisee’s Website. The only reference Franchisee is permitted to make on Franchisee’s Website concerning franchise opportunities is as follows: “All franchise inquiries should be directed to the Franchisor at www.goingpostal.com, www.goinpostalfranchisecorporation.com or 1-800-504-6040”; and

(m) Franchisee may not, on any approved Website for Franchisee’s Goin’ Postal Store, speak for, or make any representations on behalf of, GPFC or the Goin’ Postal franchise network. Franchisee may not include on any approved Website any information on costs to acquire or operate a Goin’ Postal franchise, or make any comparisons between Goin’ Postal franchises and any competitive businesses; and

(n) Any approved Website for Franchisee’s Goin’ Postal Store should be limited to furnishing information specific to Franchisee’s Goin’ Postal Store such as (i) location and contact information; (ii) hours of operation; (iii) specific services and products available at Franchisee’s Goin’ Postal Store; (iv) Franchisee’s specific ownership information; (v) community events which Franchisee is sponsoring or in which Franchisee is participating; and (vi) any approved specials or promotions being offered by Franchisee’s Goin’ Postal Store; and

(o) Franchisee may not advertise or promote on any approved Website for Franchisee’s Goin’ Postal Store any independent business which is not an approved component of Franchisee’s Goin’ Postal Store without GPFC’s prior written approval and, even with such approval, without having a conspicuous disclaimer of affiliation with GPFC, with the Goin’ Postal Franchise Network and with Franchisee’s Goin’ Postal Store such as the following: “________________ [name or title of such independent business] is not sponsored or endorsed by, or affiliated with, Goin’ Postal Franchise Corporation, the Goin’ Postal Franchise Network, or this independently owned and operated Goin’ Postal Store franchise”; and

(p) Franchisee understands and agrees that GPFC owns all Domain Names, Internet addresses, Internet sites (including the Website) and all Website Content of all Internet sites used by Franchisee in connection with the operation of Franchisee’s Goin’ Postal Store. Nevertheless, on termination of the Franchise Agreement Franchisee will enter into with GPFC (“see Exhibit “A” to the Disclosure Document to which this License Agreement was attached as Exhibit “L”), or, if sooner, on termination of this License Agreement, Franchisee will immediately assign to GPFC ownership of all Domain Names and Websites, including all Website Content thereof, operated or maintained by Franchisee by virtue of this License Agreement or to another person or entity as directed by GPFC, and Franchisee will undertake all such actions as GPFC requires of Franchisee to dissociate itself from and with the Website, the Domain Name and the Website Content; and

(q) Franchisee will indemnify GPFC against any and all claims made against Franchisee relating to Franchisee’s use and maintenance of an approved Website for Franchisee’s Goin’ Postal Store; and

(r) Franchisee acknowledges that GPFC has the right to maintain the Goin’ Postal Website, to establish and maintain other websites, including websites promoting, advertising or
furnishing information regarding GPFC’s other franchise brands, and to conduct advertising, marketing and e-commerce via the Internet without any territorial restrictions.

7. The term of this License Agreement shall commence on the Effective Date and shall continue in existence for a minimum period of twelve (12) consecutive months; and thereafter, this License Agreement will continue until terminated as provided herein. GPFC may terminate this License Agreement for any reason (and regardless of whether Franchisee is in breach hereof) and at any time by providing written notice to Franchisee. This License Agreement will terminate automatically upon termination of the Franchise Agreement.

8. Franchisee agrees that its actions under this License Agreement, including, without limitation, use of the Domain Name and operation of the Website, shall be considered conduct relating to Franchisee’s operation of Franchisee’s Goin’ Postal Store such that Franchisee’s indemnification under the Franchise Agreement shall apply to any claims or actions against GPFC, its affiliates and its and their respective officers, directors, employees, agents, representatives, successors and assigns, arising out of, or relating to, this License Agreement.

9. Upon termination of this License Agreement, Franchisee will immediately cease all use of the Domain Name, the Website, and the Website Content, and all other materials containing the Domain Name. Franchisee will also take all steps necessary to assist GPFC in disabling the Website.

10. Franchisee acknowledges GPFC’s or its designee’s exclusive right, title and interest in and to the Domain Name, the Website, and the Website Content, and further acknowledges that nothing in this License Agreement shall give Franchisee any right, title or interest in the Domain Name, the Website, or the Website Content. Franchisee will not, at any time, challenge GPFC’s or its designee’s ownership of the Domain Name, the Website and the Website Content, challenge the validity of the Domain Name, or impair any right, title or interest of GPFC or its designee in the Domain Name, the Website, and the Website Content. Franchisee will assist GPFC in securing, preserving and protecting GPFC’s or its designee’s rights in and to the Domain Name, the Website, and the Website Content. Franchisee agrees to execute all documents requested by GPFC or its designee or by the Registrar through which the Domain Name is registered, that are necessary to obtain protection of the Domain Name or to maintain its continued validity or enforceability.

11. If a third party violates GPFC’s right, title and interest in and to the Domain Name, Franchisee will cooperate with GPFC, at the Franchisee’s expense, to terminate such violations. Franchisee will notify GPFC of any violations of GPFC’s or its designee’s right, title or interest in and to the Domain Name of which Franchisee has notice. Franchisee acknowledges that GPFC has the exclusive right to prosecute and defend at its own expense all suits or proceedings which involve in any way the validity of, title to, or infringement of the Domain Name and that all damages recovered in any such suits or proceedings are the sole property of GPFC.

12. In the event of any litigation relating to the Domain Name, Franchisee will execute any and all documents and do such acts as may, in the opinion of GPFC or its designee, be necessary to carry out such litigation.

13. Franchisee’s rights and duties hereunder may not be transferred or assigned by Franchisee without the prior written consent of GPFC, which consent may be withheld for any reason or no reason.

14. Any and all notices required or permitted hereunder will be in writing and will be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of
delivery or attempted delivery, by one party to the other at its address reflected above (as to Franchisee) or as reflected below (as to GPFC). Any notice by a means which affords the sender evidence of delivery or attempted delivery shall be deemed to have been given and received at the date and time of receipt or attempted delivery.

15. This License Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida.

16. Nothing in this License Agreement shall be deemed or construed to constitute or create between the parties to this License Agreement a partnership, joint venture, agency, or employment arrangement. The failure of GPFC at any time to require performance by Franchisee of any provision of this License Agreement shall not affect in any way the full right to require such performance at anytime thereafter; nor shall the waiver by GPFC of a breach of any provision hereof be held to be a waiver of the provision itself. The covenants contained in this License Agreement are severable and should be so interpreted and construed. If any court or other tribunal of competent jurisdiction determines that any covenant, taken in its entirely as a whole, is invalid or unenforceable under applicable law because it is deemed unreasonable or against public policy, it is the intention of the parties to abide by those provisions or portions of the covenants as such competent authority deems would have imposed a reasonable restriction or restriction compatible with public policy. Moreover, if any clause or provision contained in this License Agreement is invalid or unenforceable under applicable law, then the remainder of this License Agreement is to remain operative and in full force and effect. The parties may execute this License Agreement in any number of multiple counterparts, each of which is to be deemed an original, and all such counterparts taken together constitute one and the same instrument.

17. The terms and conditions in this License Agreement comprise the entire agreement between the parties with respect to all matters contained in this License Agreement and supersede any prior understanding or agreement between them respecting the establishment and use of the Domain Name, the Website and the Website Content. This License Agreement is intended to supplement the rights granted to, and the restrictions imposed upon, Franchisee under the Franchise Agreement, including, without limitation, those with respect to the Goin’ Postal Marks, as defined in the Franchise Agreement, and the provisions of this License Agreement do not in any respect serve to replace or supersede such rights or restrictions. These terms and conditions may not be modified, altered or amended, except by an express written declaration which is signed by a duly authorized corporate officer or representative of each party.

REVIEWED, ACCEPTED AND AGREED TO:

FRANCHISEE

By:________________________________________
Name:_______________________________________
Title:________________________________________

As Guarantors of the Franchise Agreement and in consideration of the license granted to Franchisee to use the Domain Name, we, the undersigned jointly and severally, hereby absolutely and unconditionally agree to be personally bound by each and every covenant, term, condition, agreement and understanding contained in this License Agreement. We, the undersigned, further agree that the
Guaranty we signed in connection with the Franchise Agreement shall apply with equal force and effect to this License Agreement.

________________________
Guarantor

________________________
Guarantor

ACCEPTED BY:

Goin’ Postal Franchise Corporation (“GPFC”)
4941 4th Street, Zephyrhills, Florida 33542

By: ____________________________
Name: __________________________
Title: __________________________

Franchisee’s Initials _____________
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 Goin’ Postal Franchise Corporation offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. See the bracketed provisions in bold print which follow immediately after this paragraph to determine whether your State requires delivery of these materials sooner than the referenced 14 calendar-day period.

New York and Rhode Island require Goin’ Postal Franchise Corporation to provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon and Washington require Goin’ Postal Franchise Corporation to provide this Disclosure Document to you at least 10 business days before the execution of any binding franchise or other agreement of the payment of any consideration, whichever occurs first.]

If Goin’ Postal Franchise Corporation does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and, if applicable, to your State agency on Exhibit “E” to this Disclosure Document.

The name, principal business address, and telephone number of each “franchise seller” offering the franchise are as follows: Marcus Price, CEO and M.J. Price, President; 4941 4th Street, Zephyrhills, Florida 33542, (813) 782-1500.

Issuance Date: March 21, 2014**

**The Effective Date of this Disclosure Document in your particular State may be reflected in the State Effective Date Exhibit which follows immediately after the State Cover Page. The Effective Date of this Disclosure Document in your State may be different than the March 21, 2014 Issuance Date applicable in States which do not require registration.

Goin’ Postal Franchise Corporation, authorizes Robert W. Bible, Jr., Esq., Lopez, Kelly & Bible, P.A., 4100 W. Kennedy Blvd., Suite 114, Tampa, Florida 33609 to receive service of process (i.e. service of summons or litigation pleadings) for Goin’ Postal Franchise Corporation in the State of Florida. Your State may require that we designate an agent in your State who is authorized to receive service of process in connection with actions arising under your State’s laws. See Exhibit “E” attached to this Disclosure Document (if applicable) to determine if we have appointed an agent authorized to receive process in your State. Goin’ Postal Franchise Corporation authorizes the respective designated agents identified on Exhibit “E” to receive service of process for it in the particular identified State.

I received on the date appearing adjacent to my signature below a Franchise Disclosure Document of Goin’ Postal Franchise Corporation dated March 21, 2014 which included the Exhibits (Exhibits “A” through “L”) listed below:

A. Franchise Agreement Exhibit “A”
B. Non-Competition and Non-Solicitation Agreement Exhibit “B”
C. Personal Data Disclosure Franchisee Ownership Information Form Exhibit “C”
D. Credit Card and Designated Account Authorization Form Exhibit “D”
E. Listing of State Administrators, and Agents for Service of Process Exhibit “E”
F. Pre-Approved Products and Services  
G. Instructions: Steps to Becoming a Goin’ Postal Franchisee  
H. State Specific Addendum (as applicable)  
I. Financial Statements  
J. Turn-Key Store Agreement (as applicable)  
K. Continuing Personal Guaranty (as applicable)  
L. Domain Name License Agreement (as applicable)

Franchisee Signature ________________________________ Date You Received UFDD ____________________________

Print Name of Franchisee: ________________________________ [Do Not Leave Blank]

[if a corporation, etc., print name of entity]

Print Name of Person signing as or for Franchisee: ________________________________

Print Title, if any: ________________________________

NOTE: See Exhibit “G” Instructions for Returning the Receipt and Sign Two Receipts Appearing At Back of this Disclosure Document.
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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Exhibit “A”
Exhibit “B”
Exhibit “C”
Exhibit “D”
Exhibit “E”

Franchisee’s Initials__________
F. Pre-Approved Products and Services  
G. **Instructions: Steps to Becoming a Goin’ Postal Franchisee**  
H. State Specific Addendum (as applicable)  
I. Financial Statements  
J. Turn-Key Store Agreement (as applicable)  
K. Continuing Personal Guaranty (as applicable)  
L. Domain Name License Agreement (as applicable)

Franchisee Signature ____________________________________________  Date You Received UFDD [Do Not Leave Blank]

Print Name of Franchisee: ________________________________________  [if a corporation, etc., print name of entity]
Print Name of Person signing as or for Franchisee: ____________________________
Print Title, if any: ________________________________________________

NOTE: See Exhibit “G” Instructions for Returning the Receipt and Sign Two Receipts Appearing At Back of this Disclosure Document.