

## issFRANCHISE DISCLOSURE DOCUMENT



PBC, LLC  
d/b/a PackageHub Business Centers  
A Texas limited liability company  
1475 Richardson Drive Ste. 270 Richardson,  
Texas 75080  
866-774-4748  
[www.packagehub.net](http://www.packagehub.net)

The PackageHub Business Center® franchise is offered to pre-existing, independently owned retail shipping and business centers. As a franchisee, you will participate in programs that offer collective purchasing, methods for enhancing and streamlining the experience for your customers, and advertising and marketing programs to help promote your business.

The initial investment for a new Package Hub Business Center franchise ranges from \$565 to \$6,853. This includes \$475 to \$765 that must be paid to us or our affiliate.

For an existing retail shipping and business center that is an RS Basic Member and currently subscribes to a PBC-approved POS software system, the initial investment ranges from \$385-\$6,878. This includes \$385 to \$850 that must be paid to us or our affiliate.

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, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Brandon Gale, PBC, LLC, 1475 Richardson Drive, Suite 270, Richardson, Texas 75080. Telephone: 866-774-4748.

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, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: December 27, 2023**

## How to Use This Franchise Disclosure Document

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

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

## **What You Need to Know about Franchising *Generally***

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risks to Consider about *This Franchise*

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

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

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

## MICHIGAN NOTICE

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

- (a) A prohibition on the right of 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 provision 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 franchise business are not subject to compensation. This subsection applies only if: (i) 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 transferee 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 franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

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

PBC, LLC is the franchisor. To simplify matters, the franchisor will be referred to in this disclosure document as “PBC”, “we”, “us” or “our.” “You” or “Member” means a person or legal entity who buys a franchise from us. If you are a corporation, limited liability company, or other entity, the terms and conditions of our PBC Membership Agreement will also apply to your owners, LLC members, and corporate shareholders who will be required to sign the Membership Agreement.

We are a Delaware limited liability company formed on June 6, 2019. Our principal business address is 1475 Richardson Drive Ste. 270, Richardson, Texas 75080. We conduct business under our corporate name and under the trade and service mark “PackageHub Business Centers” and associated logos and designs, and all additional, different or replacement trade names, trademarks, service marks, logos and slogans that we adopt from time to time (collectively called “Marks”). Our agents for service of process in various states are listed on Attachment 2.

We have not previously offered franchises for PackageHub Business Centers. We do not offer franchises in any other line of business.

Our Parents, Predecessors and Affiliates

Our affiliate, Retail Shipping Partners, Inc. d/b/a Retail Shipping Associates (“RSA”), is a Texas corporation incorporated on February 15, 2007, with its principal place of business at 1475 Richardson Drive Ste. 270, Richardson, Texas 75080. RSA provides membership management, accounting services, customer service, software development, website administration, marketing services, and training course materials to PBC.

RSA operates as a trade association for independently owned retail shipping and business centers throughout the United States, whereby members are offered a variety of services. Depending on the member’s level of participation, members benefit from discounts on shipping rates, discounts from select suppliers, website setup and maintenance, and certification training. RSA does not engage in any other business activities and does not offer or operate franchises.

We do not have a parent organization. We have never had any predecessors.

Our Franchise Program

The PackageHub Business Centers franchise offers franchises that provide an integrated bundle of programs and services, including programs and services for collective purchasing and advertising, which enhance, streamline and improve the efficiencies of independently owned retail shipping and business centers. We may manage the distribution of related materials, supplies, and merchandise under the Marks.

Our franchise is offered to existing independent retail shipping and business centers which have been in operation for a minimum of three months. You have the right to terminate the agreement at any time with 30 days' written notice without cause.

To be eligible to participate in our program, you must meet the following minimum requirements:



2. Operate an existing independent retail shipping and business center which has been in operation for a minimum of three months.
3. Offer private mailbox rentals, package receiving, domestic and international shipping, professional packing services, and general office services including print, copy, and fax.
4. Be a current RSA Premium Member in good standing and maintain your RSA Premium Membership throughout the term of the franchise agreement.
5. Consistently maintain a retail store location that is clean, organized, and secure.
6. Be open to the public Monday through Friday opening no later than 9:00 am and closing no earlier than 6:00 pm, and open for a minimum of 4 hours on Saturdays. Certain locations may qualify for an exception to this requirement based on local market conditions.

You will use the methods, procedures, services, and products developed under the Marks in accordance with the terms and conditions of the PackageHub Business Centers Membership Agreement and the standards we establish (“Program Standards”) described in the PBC Operations Manual, which we will revise from time to time. The standards pertain to the use of the Marks, training and certification, store aesthetics, security, uniform standards, days and hours requirements, reporting and insurance requirements, and other business best practice recommendations.

#### The Market

We consider the market for PackageHub Business Centers to be very well developed. Our members offer most of their products and services to all types of consumers and small businesses on a walk-in retail basis. Some member stores also serve local small businesses on a contract or monthly billing account basis. You will be competing with other walk-in retail shipping and business centers including national and internationally branded stores.

#### Regulations

You must adhere to all applicable federal and state regulations relating to the receipt and delivery of mail, including all regulations regarding Commercial Mail Receiving Agencies (“CRMA”) as outlined in the United States Postal Service Domestic Mail Manual (“DMM”) available online at [https://pe.usps.com/text/dmm300/dmm300\\_landing.htm](https://pe.usps.com/text/dmm300/dmm300_landing.htm).

You must comply with all international, federal, state, and local regulations regarding shipping of certain materials or items (alcohol, tobacco, hazardous materials, etc.). You must follow all federal, state and local regulations related to any other product or service you offer.

### **ITEM 2 BUSINESS EXPERIENCE**

#### Brandon Gale, President

Mr. Gale has served as President of PBC since its inception. Mr. Gale is also co-founder and President of our affiliate, RSA, since 2007. Mr. Gale serves in these capacities in our office in Richardson, Texas.

#### Rutledge Scarborough, Vice President & IT Director

Mr. Scarborough has served as Vice President and IT Director of PBC since its inception. Mr. Scarborough is also co-founder and has served as Vice President and IT Director for our affiliate, RSA, since 2007. Mr. Scarborough serves in these capacities in Marvin, North Carolina.

#### Steven S. Weigman, Chief Financial Officer & Business Development

Mr. Weigman has served as Chief Financial Officer of PBC. since its inception. Mr. Weigman has served as Chief Financial Officer of RSA since 2012. Mr. Weigman serves in these capacities in our office in Richardson, Texas.

Peter Wixson, Creative Director

Mr. Wixson has served as the Creative Director of PBC. since its inception. He has served as Creative Director for RSA since 2007. Mr. Wixson serves in these capacities in Maple Valley, Washington.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item

**ITEM 4  
BANKRUPTCY**

No bankruptcy information required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

We do not charge an initial fee if you are a new franchisee. If you are an existing franchisee and you did not sign a new agreement within 30 days after expiration of your existing agreement, you must pay us a \$500 reinstatement fee when you sign the new franchise agreement. The reinstatement fee is charged uniformly and is nonrefundable.

Payments to Affiliates

Prior to signing the PBC Membership Agreement, you must become a Premium Member of Retail Shipping Associates (RSA) and pay the RSA Premium membership fee of \$30, purchase signage from RSA in the amount of \$150, and either successfully complete a certification test or complete training through RSA which will range in cost from \$10 to \$300. None of the payments to RSA are refundable under any circumstances.

Certification Training

Before you may begin operating under the PACKAGE HUB service mark, your Designated Manager must demonstrate they have certain industry specific knowledge in each of the following subjects:

- Private Mailbox Management (CMRA)
- Professional Packing
- Domestic Shipping
- International Shipping
- Customer Service

Industry specific knowledge can be demonstrated by any combination of the following:

- Proof of completion of an RS Academy Certification course and passing the test
- Proof of completion of a PBC Certification course and passing the test
- Proof of completion of a PBC approved third-party training course and passing the test
- Passing the corresponding module(s) of the PBC Knowledge Exam

The following are the fees charged for certification training:

In-person classroom training - \$60 per person per class, plus travel and lodging expenses  
 Live Webinar Training - \$60 per person per class, subject to change based on timing, scale, and complexity of the training.  
 Online eLearning Modules - \$30 per person per class

The PBC Knowledge Exam modules will be provided online for a total fee not to exceed \$50. PBC may, in the future, extend the above-referenced certification requirement to employees of Member that perform certain tasks unsupervised. Such employee certification requirements will be outlined in the PBC Operations Manual.

**ITEM 6  
OTHER FEES**

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
PBC Membership Fee (1)	\$75.00 per month	In advance each month	This fee must be paid monthly throughout the term of the PBC Membership Agreement.
RSA Premium Membership Fee (2)	\$30.00 per month	In advance each month, or annually on the anniversary of membership start date.	This membership must be maintained throughout the term of the PBC Membership Agreement.
Advertising Fee (3)	None currently	Not applicable	Not applicable
Training (4)	\$10 to \$300	Before training	Required certification training costs are detailed in Item 7. We may charge a fee for additional training for new products or services to be offered by you.
Additional Assistance	None currently	Not applicable	Not applicable
Transfer of Franchise (5)	\$250	Before transfer	Our written approval is required for any transfer. See Item 17 for other conditions.
Renewal Fee	Not applicable	Not applicable	We do not charge a renewal fee.
Liquidated Damages	\$100/day	As incurred	Payable if you terminate or do not renew the PBC Membership Agreement and you do not surrender to us all property (if any) belonging to us and cease using the Marks.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if you fail to comply with the PBC Membership Agreement and we have to enforce it.

Type of Fee	Amount	Due Date	Remarks
Indemnification and Insurance (6)	Will vary under circumstances	As incurred	You must carry liability insurance that covers PBC as an additional insured and you must indemnify us for any fees, costs and expenses resulting from any claim or legal action resulting from or related to the operation of your PackageHub Business Center, you must pay for the cost to defend us.
Master Account Agreement Fees/Commissions	None currently. Will vary based on vendor	As arranged	We may receive commissions or rebates as part of any master account agreement entered into by us.
Vendor/Supplier Collection Fees	None currently. Will vary based on vendor/supplier	As arranged	As part of any master account we enter, we may guaranty payment to the vendor/supplier for products, services or supplies ordered by you at our sole discretion. We may collect sums charged for products, services or supplies directly from you and pay them to the vendor/supplier.
Late Fee	An amount that we determine, currently \$20 per late payment	On demand	We assess a late charge on any recurring payment not made within 30 days of the applicable due date.

**NOTES:**

Except as otherwise indicated in the charts and notes, all fees and expenses described in this Item 6 are uniformly imposed and collected and are non-refundable.

Note 1. You will pay us a non-refundable membership fee (“Membership Fee”) equal to \$75.00 per month. This fee will be due and payable in advance each month on the same calendar day as your PBC Effective Date. Monthly payments must be made through automatic debit/credit card charge, EFT or ACH payment. This membership fee includes the monthly hosting and maintenance cost of your PBC Store Website, which will replace your RSA Store Website, if you have one. We have the right to increase the Membership Fee upon providing you with 30 days’ prior notice; however, we have no present intention to increase the Membership Fee.

Note 2. You are required to maintain a Premium Membership with Retail Shipping Associates (RSA). The Premium Membership Fee is \$30 per month. The fee is due and payable in advance each month on the same calendar day as your RSA Premium Membership start date. The monthly fee must be paid through automatic debit/credit card charge, EFT or ACH payment, The fee may be paid on an annual basis. If the Membership Fee is paid on an annual basis, the annual fee is \$330. Annual payments must be made through automatic debit/credit card charge, EFT or ACH payment, or by check. Your RSA Premium membership must be maintained throughout the term of the PBC Membership Agreement.

Note 3. We do not currently charge an advertising fee but reserve the right to do so in the future. The amount of any advertising fee charged in the future has not been determined but may include offers for co-op advertising or advertising channels that are specific to local markets.

Note 4. We do not charge an initial training fee. However, prior to operating as a PBC, a minimum of one person who actively manages the store, the (“Designated Manager”) is required to: (a) attend a PBC Onboarding session by phone or webinar, which will introduce you to the required and optional programs related to the PBC program. There is no cost for this session and (b) demonstrate they have certain industry specific knowledge. This knowledge may be demonstrated or obtained by taking the corresponding PBC Knowledge Exam modules or attending in-person or online training classes. Costs of this training is detailed in the notes of Item 7. We will also offer additional training classes and assistance to you by our staff and other industry experts on the operation or presentation of new products and services. In most cases, additional training is not mandatory; however, if you fail to maintain our performance standards and we notify you of the required training, or, if we enter into an agreement with a third party which requires additional training, you must participate. Training costs will vary based on the requirements of the program.

Note 5. If you sell your store, or otherwise transfer all or partial ownership, you must notify PBC of the change(s), we must grant approval, and a new PBC Membership Agreement must be executed. If any organizational change impacts the day-to-day management of the store location, we require that the Designated Manager demonstrate that they can meet the then current standards and requirements for becoming a Member of PBC before approval will be granted.

Note 6. Before you will be authorized to begin operating as a PackageHub Business Center, you must purchase insurance with the policy minimum limits described in the PBC Operations Manual. The cost of this insurance will vary, depending on factors that include the charges established by the insurer, terms of payment, prior loss history and the geographic location of the franchise operations.

As part of your business insurance policy, you must sign a waiver of subrogation in favor of PBC, LLC. and name PBC, LLC as Additional Insureds on a Primary and Non-Contributory basis for both on-going and completed operations, in the minimum amounts specified in the PBC Operations Manual.

You must provide proof of insurance by delivering to us a declaration page produced by the insurance company which has issued the required insurance showing the policy limits of each required type of insurance as specified in the PBC Operations Manual. We may increase these limits or require new types of coverage be added, as circumstances dictate, from time to time. You may choose to purchase additional insurances coverages beyond what is listed in the PBC Operations Manual, based on your circumstances.

## **ITEM 7 ESTIMATED INITIAL INVESTMENT**

The following outlines the expected amount of money an existing location will spend to participate in the PackageHub Business Center program during the first three months (90 days) of operation. Note: For established retail shipping and business centers, there will be minimal, or no incremental investment needed to become a PBC location.

### YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Fee (1)	\$0	Debit/Credit card, or ACH	Upon signing of the franchise agreement	PBC
Membership Fee (3 months) (2)	\$225	Debit/Credit card or ACH	In advance each month.	PBC
Retail Shipping Associates Premium Membership Fee (3 months)	\$90	Debit/Credit card, or ACH	In advance each month, or annually on the anniversary of membership start date.	Retail Shipping Associates
Real Property Lease/Ownership (3)	See Note 2	Not applicable	Not applicable	Not applicable
Leasehold Improvements (3)	\$0 - \$2,500	As arranged	As agreed	Third-party contractors
Furniture, Fixtures, and Equipment (3)	\$0 - \$2,500	As arranged	As agreed	Vendors
Supplies (4)	\$0 - \$500	As arranged	As agreed	Vendors
Signage & Marketing Materials (5)	\$150	Debit/Credit Card or ACH	At time of order	PBC. or an authorized equipment provider
Software Licensing Fees (6)	\$0-\$540	As arranged	As agreed	Vendor
Online Postage Subscription	\$0-\$48	As arranged	As agreed	Vendor
Insurance (7)	See Note 6	As arranged	As agreed	Third Party Insurance Company
Business licenses, tax registrations, and permits (8)	\$0	As arranged	Before operating as a PackageHub Business Center	State and Local Municipalities and filing agents
Business Entity Establishment Fees (9)	\$0	As arranged	Before operating as a PackageHub Business Center	State and Local Municipalities and filing agents
Certification Training (10)	\$10-\$300	As incurred	As incurred	PBC or RSA

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional Funds (3 month period) (11)	\$0	As incurred	As incurred	Vendors, Employees
TOTAL	\$565 - \$6,853			

The above figures are estimates, and we cannot guarantee that you will not have additional expenses operating the business.

Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill; experience and business capability; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during the initial phase.

We relied on our experience in retail shipping and business center operations to compile these estimates based on the typical store. You should review these figures carefully with a business advisor before making any decision to invest in the PackageHub Business Center program.

Unless otherwise indicated, the amounts disclosed in Item 7 are non-refundable.

Neither we nor any of our affiliates offer financing for the initial investment.

**NOTES:**

Note 1. If you were an existing franchisee and your franchise agreement has expired and you did not renew the agreement within 30 days of the date of expiration or you have previously terminated your franchise agreement with us, you will be charged a \$500 reinstatement fee that is due and payable at the time you sign your new franchise agreement

Note 2. We reserve the right to increase the Membership Fee upon providing you with 30 days' prior notice.

Note 3. The total cost for deposits, updates, and monthly rent will depend on factors such as the size, condition, and location of the leased premises. Because you have an existing store, depending on the design and layout of your store, you may not need to incur any additional leasehold costs. The cost of leasehold improvements will depend on the location and condition of your existing store. Your costs may also vary if the landlord agrees to incur the costs and allocate them over the term of the lease. If you do not need leasehold improvements, your furniture and fixtures do not need to be upgraded, and if you already have the required equipment, you will not incur any additional expenses for these items.

Leasehold improvements may include:

1. Install new flooring or carpeting
2. Paint interior
3. Paint exterior
4. Upgrade lighting

Furniture and fixtures that you may need to upgrade or purchase include:

- Exterior and/or interior signage
- Retail display fixtures
- Mailboxes, lockers or secure package storage
- Security gate (if you offer 24-hour access to mailboxes)
- Countertops and/or retail display fixtures

Equipment that you may need to purchase or upgrade include:

Computer workstation(s) and monitors  
Commercial grade postal mailing scale  
Bar code scanner(s)  
Shipping label printer(s)  
Mailboxes or mail storage system  
Dedicated or multi-function office machine(s)—print, copy, fax  
Security system that complies with specifications outlined in the PBC Operations Manual

Note 4. As an existing retail shipping location, we anticipate you will incur little or no additional investment in supplies or inventory. You are expected to carry a representative assortment to meet consumer demand, taking into account, among other things, your store's size and market. Types of supplies may include general office supplies (pens, paper, etc.), mailing supplies, postage (stamps), packing materials, including a variety of boxes and cushioning material, packing tape, and janitorial supplies.

Note 5. You must meet or exceed our specifications for signage as outlined in the PBC Operations Manual unless you are restricted by local ordinance or lease provisions from meeting our specifications. At your discretion, you may use the PBC Marks in interior or exterior signage. The Marketing Kit includes the minimum signage required as defined in the operations manual. Other sign options will be available for purchase from us. Or, you may have signs created by third parties, as long as they follow the brand standards as outlined in the PBC Operations Manual. The cost of marketing materials depends on the quantity and specific items you choose to purchase. Some print materials may be produced in-house by you provided you follow brand guidelines and printing standards as outlined in the PBC Operations Manual.

Note 6. You are required to utilize a PBC-approved POS software system to operate your business. These software packages are typically subscription based and you are required to maintain an active licensing agreement with the vendor and pay their corresponding fees which include a one-time administrative set up fee and a monthly subscription fee. You are also required to offer mail and package postage through a U.S. Postal Service (USPS) online postage provider that is supported by a PBC-approved POS software system. Approved systems are defined in the PBC Operations Manual.

Note 7. If you have an existing location with business insurance that covers all the requirements, you may not incur incremental expense for required insurance coverage. See Item 8 for a more detailed description of insurance requirements. Costs for insurance may vary substantially based on the geographic location of your store.

Note 8. In order to purchase this franchise, you are required to be the operator/owner of an existing independent retail shipping and business center which has been in operation for a minimum of 3 months. You must obtain all proper business licenses, tax registrations, and permits from various state and local agencies before engaging in business. As an existing store, we assume you have all required licenses and, as such, will have minimal or no incremental expenses. Filing fees and other costs vary greatly based on the type of business entity formed and the jurisdiction in which it is formed.

Note 9. You may operate your business as any entity you choose (sole proprietorship, partnership, corporation, or Limited Liability Company) provided you comply with federal, state and local laws and regulations. Filing fees and other costs vary greatly based on the type of business entity formed and the jurisdiction in which it is formed.

Note 10. Prior to operating as a PBC, your Designated Manager must demonstrate they have certain industry specific knowledge in each of the following subjects:



Private Mailbox Management (CMRA)  
Professional Packing  
Domestic Shipping  
International Shipping  
Customer Service

Industry specific knowledge can be demonstrated by any combination of the following:

Proof of completion of an RS Academy Certification course and passing the test  
Proof of completion of a PBC Certification course and passing the test  
Proof of completion of a PBC approved third-party training course and passing the test  
Passing the corresponding module(s) of the PBC Knowledge Exam

The following are the fees charged for certification training:

In-person classroom training - \$60 per person per class, plus travel and lodging expenses  
Live Webinar Training - \$60 per person per class subject to change based on timing, scale, and complexity of the training.  
Online eLearning Modules - \$30 per person per class

The PBC Knowledge Exam modules will be provided online for a total fee not to exceed \$50. PBC may, in the future, extend the above-referenced certification requirement to employees of Member that perform certain tasks unsupervised. Such employee certification requirements will be outlined in the PBC Operations Manual.

Note 11. Because you have an existing store, we anticipate that you will have no significant additional expenses to operate as a PackageHub Business Center, and you will incur little or no additional investment.

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

### Required Purchases

You must use a PBC-approved POS software system and a USPS online postage provider that integrates with your POS software. Approved systems are defined in the PBC Operations Manual. Currently, you are required to use one of two approved software systems by entering into a license agreement with one of the vendors. The monthly license fee currently ranges from \$90 to \$95 per month. You are also required to use an approved online postage subscription service. Currently, the only approved online postage subscription services is Endicia. The monthly subscription price is currently \$15.95 for this service.

For the POS (Point of Sale) software system, you will be required to use one of the two approved software systems provided by third parties (PostalMate or ShipRite). For ShipRite, the license fee is \$90 per month. For PostalMate, the license fee is \$95 per month. The franchisee will also be required to open an online postage subscription provided by a third party (Stamps.com/Endicia). The Stamps.com/Endicia monthly fee is \$15.95.

As part of our program, we may enter into agreements with certain carriers, vendors and suppliers using our network's geographic and size footprint. You may be required to participate in some of these agreements unless we make participation optional. The decision to grant an exemption from joining in any agreement will be made at our sole discretion.

Certain vendor/supplier agreements may require us to guarantee payment on behalf of all members. In the event of such a requirement, we reserve the right to centralize the invoices from a vendor/supplier and collect from you your portion of the payment. We may require you to maintain a deposit and/or provide payment through the use of a debit or credit card, or via ACH.

We reserve the right to assign or transfer any accounts payable balances. Except as disclosed in the information above about the limited guaranty we provide to designated suppliers, we do not guarantee your obligations to third parties.

Approved Suppliers

Except for the requirement that you use a PBC-approved POS software system and a USPS online postage provider that integrates with the POS software, you are not currently required to purchase any products or services from a specific vendor or supplier. However, we will continually endeavor to negotiate agreements with vendors and suppliers. Neither we nor anyone affiliated with us are currently approved suppliers.

Some agreements may require you to utilize or purchase exclusively from a specific vendor or supplier. We will only consider exclusive agreements when there will be a significant benefit to the PBC members and the exclusivity was required to obtain the benefit. We will provide you with 30 days’ written notice each time we enter into any agreement that will require you to use the vendor exclusively. In the event you do not agree to the exclusive use, you may exercise your right to terminate the franchise by providing the required notice.

If you are an existing franchisee of another retail shipping and business center franchise and we negotiate an exclusive agreement with a third party that is in conflict with your agreement with the other franchise, you will have the opportunity to opt out of the conflicting PBC agreement.

PBC will continually endeavor to negotiate purchase arrangements with designated and approved vendors and suppliers who will provide preferred pricing to you and other members in the program. Our criteria for supplier approval are based on quality controls, the capacity to supply your needs promptly, reliability, price management, and product knowledge and support. If a supplier fails to maintain the criteria required for designated status, we reserve the right to revoke such status and provide notification of any such change.

Revenue from Franchisee Purchases or Leases

In our fiscal year ending December 31, 2022, neither we nor our affiliates derived any revenue as a result of franchisee purchases or leases.

Insurance

Insurance is required in the following minimum amounts:

Type	Limits
General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000,000 aggregate
Property Insurance	
Commercial property insurance (physical property and assets)	Based on value of property and assets
Business personal property and tenant improvements/betterments	Based on value of improvements/betterments
Property of others in your care, custody and control	Limit applicable to highest estimated values at any one given time of 50% of your business personal property limit
Workers Compensation Insurance	Statutory Limit
Auto Liability Insurance – owned autos with hired and non-owned coverage	Minimum liability coverage of \$1,000,000

Such insurance must be underwritten on an occurrence basis, covering activities and errors and omissions of your Retail Shipping store and your personnel, naming PBC, LLC and our affiliates as additional insureds and requiring at least 30 days' written notice to PBC if such insurance is canceled or coverage is reduced. You will provide PBC, with a copy of such policies upon request. We reserve the right to change the type of required insurance and the minimum policy limits of each type.

Marketing Materials

You may purchase advertising brochures, flyers, and other promotional materials from us or produce materials yourself as long as all advertising or promotional materials that you or third parties create that contain PackageHub Business Center marks are in accordance with the terms of this Agreement and the brand standards documented in the PBC Operations Manual

Website

To maintain brand consistency nationwide, you are required to use the co-branded PBC Store Website, hosted by us, as your primary store website.

Member agrees to use the co-branded PBC Store Website, hosted by PBC, as their primary store website. Member is responsible for maintaining the content on their individual store website and content must be in compliance with standards specified in the manual. The cost of the PBC Store website is included in the monthly membership fee.

Store Standards

You must maintain your office and all fixtures, furnishings, signs, and equipment in good order and condition, and in conformity with our Program Standards, as described in the PBC Operations Manual.

Other

With the exception of our affiliate, RSA, none of our officers own an interest in any privately-held suppliers or any material interest in any publicly-held suppliers of our franchise network; however, from time to time, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise network.

We do not derive revenue, rebates, or other material benefits from required purchases or leases from us, our affiliates, or any third-party suppliers. We or our affiliates expect to derive revenue from required purchases in the future. We estimate that the purchase and lease of all goods and services you must make in accordance with our specifications, or that you purchase or lease from us, our affiliates, or from unaffiliated suppliers from whom we receive rebates, represents 100% of your total purchases in connection with the establishment of your franchise business, and 100% of your overall purchases in connection with the operation of the business.

We do not provide any material benefits to you if you buy from sources we approve.

**ITEM 9  
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.

Obligation	Section in Agreement	Disclosure Document Item
a Site selection and acquisition/lease	Not Applicable	Not Applicable
b Pre-opening purchase/leases	Not Applicable	Not Applicable
c Site development and other pre- opening requirements	Not Applicable	Not Applicable

Obligation	Section in Agreement	Disclosure Document Item
d Initial and ongoing training	Sections 5	Item 11
e Opening	Section 5	Item 7
f Fees	Sections 2	Items 6 and 7
g Compliance with standards and Policies/Operating Manual	Section 4	Item 11
h Trademarks and proprietary information	Sections 4	Item 13
i Restrictions on products/services offered	Not Applicable	Not Applicable
j Warranty and customer service requirements	Not Applicable	Not Applicable
k Territorial development and sales quotas	Not Applicable	Not Applicable
l On-going product/service purchases	Not Applicable	Not Applicable
m Maintenance, appearance and remodeling requirements	Section 4	Items 11
n Insurance	Section 4	Items 6
o Advertising	Sections 6	Items 11
p Indemnification	Sections 4	Item 6
q Owner's participation/ management/staffing	Section 4	Items 6
r Records and reports	Sections 4	Item 17
s Inspections and audits	Sections 4, 10	Items 11
t Transfer	Section 9	Items 17
u Renewal	Section 3	Items 17
v Post-termination obligations	Sections 7	Item 17
w Non-competition covenants	Not Applicable	Not Applicable
x Dispute resolution	Section 11	Item 17
y Other: Guaranty of franchisee obligations	Not Applicable	Not Applicable

## ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

## ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, PBC, LLC is not required to provide you with any assistance:

### Pre-Conversion Obligations

Before you begin actively promoting your business as a PackageHub Business Center we will:

1. Grant you the right to operate as a PackageHub Business Center and a license to use the PackageHub Business Center's marks in a specific store location. (PBC Membership Agreement: 1. Grant, Territory)
2. Provide you with access to the PBC Operations Manual in electronic format. This manual contains mandatory and suggested specifications, standards, operating procedures and rules ("Program Standards") that we prescribe from time to time. The manual may be modified periodically to reflect changes in Program Standards.. (PBC Membership Agreement: 4.25).

The Table of Contents for the PBC Operations Manual are included in Attachment 3. As of the date of this disclosure document, our Operations Manual consists of a total of 50 pages.

3. Provide a PBC Onboarding session developed by us, via webinar, phone call, or a combination thereof. This onboarding is described later in this Item. (PBC Membership Agreement: 5.2).
4. Certify you as an authorized PackageHub Business Centers member after you complete the required certification training and/or exams, comply with all operating requirements, and provide proof of required insurance. (PBC Membership Agreement: 4.20, 5).
5. Set up a new PBC store website for you. If you are currently using an RS Store Website, we will convert your existing RS Store Website to the PBC format. It is your responsibility to maintain your website domain name and to confirm the accuracy and completeness of the content on your PBC store website.
6. Confirm that your store has corrected any deficiencies and complies with all PackageHub Business Centers appearance and branding standards.

The typical length of time between the signing of the PBC Membership Agreement and when you begin actively promoting your business as a PackageHub Business Center is 30 days.

#### Post-Conversion Obligations

After you are authorized to begin promoting your business as a PackageHub Business Center, we will:

1. Make accessible to you all additions, modifications and supplements to the PBC Operations Manual in electronic format, as they become available (PBC Membership Agreement: 4.25).
2. Actively seek vendor and supplier relationships that are intended to provide preferred pricing for products and services to all members in the network.
3. Handle accounting functions (collection from you and payment to the vendor or supplier) for any vendors or suppliers who have contracted with us to provide certain services or products to members in the network and who require such financial requirements.
4. Provide you with marketing assistance, and consultation and advice on operating procedures. This guidance will, at our discretion, be furnished in the PBC Operations Manual, bulletins or other written materials and/or during telephone consultations, electronic mail, training programs, meetings and conferences.
5. At our discretion, make available to you at a reasonable cost, promotional materials and other materials as they are developed that are relevant to the operation of your franchise.
6. Perform periodic quality control which may include on-site reviews, telephone interviews, e-mail surveys, online and in-person mystery shoppers, and requests for site photographs. We may make recommendations on how to correct deficiencies, improve techniques, and enhance the efficiency of the services provided by you which are covered under the franchise agreement. (PBC Membership Agreement: 4.19).
7. Issue, modify, and supplement Program Standards for your franchise. We may periodically modify Program Standards and procedures, which may accommodate regional or local variations as we determine, and these modifications may require you to invest additional capital in your franchise business and/or incur higher operating costs. However, these

modifications will not alter your fundamental status and rights under the PBC Membership Agreement. (PBC Membership Agreement: 4.25).

8. Establish, amend, or revise company policies and/or procedures pertaining to the operation of your franchised business and distribute them through the PBC Operations Manual, policy directives, or memos. (PBC Membership Agreement: 4.25).

We will not provide any other supervision, assistance, or service during the operation of the franchise business.

### Advertising

At our sole discretion, we will create, manage and direct all national and/or regional PackageHub Business Centers advertising programs in the following manner:

1. We will direct all national and regional advertising programs and will have sole discretion to approve or disapprove the creative concepts, materials and media used in the programs. The national and regional advertising program will be designed to maximize general public recognition and acceptance of the registered trademarks and enhance the collective success of all members operating under the PackageHub Business Centers network. We and our designees are not required to make expenditures for you or for your benefit. We, or our designees, are also not required to advertise in the area where you are located. The volume and type of advertising will be at our sole discretion.
2. We may advertise for PackageHub Business Centers in various forms of media. We intend to use internet and digital media as our primary focus. However, other media such as radio, TV, magazine, newspaper, direct mail and billboard advertising may be used. We may use members of our staff and outside advertising agencies to create our advertising programs.
3. Although we are not obligated to do so, we may provide optional advertising programs including local advertising and cooperative advertising. You are not currently required to participate in or contribute to any local or regional advertising cooperatives. If we choose to provide such advertising, we reserve the right to charge a fee. No fee structure has been created for this type of advertising program at this time.
4. Although we do not currently charge an advertising fee, we reserve the right to implement and charge an advertising fee in the future. In the event we do implement an advertising fee, you will be given a notice of not less than 30 days.

You may use your own advertising materials (including internet advertising) so long as the materials comply with our Program Standards.

You are not currently required to participate in or contribute to an advertising fund. Currently, there is no advertising council composed of franchisees that advises us on advertising policies.

### Computer Systems

We require you to have a computer system and Internet access. We estimate the cost of purchasing or leasing of the system and service to range from \$0 to \$1,000. We do not specify specific computer hardware or an Internet supplier.

You are required to utilize a PBC-approved POS software system and a USPS online postage provider that integrates with your POS software. Approved systems are defined in the PBC Operations Manual. Currently, you are required to use one of two approved software systems by entering into a license agreement with one of the vendors. The monthly license fee currently ranges from \$90 to \$95 per month. You are also required to

use an approved online postage subscription service. Currently, the only approved online postage subscription service is Endicia. The monthly subscription price is currently \$15.95 for this service.

For the POS (Point of Sale) software system, you will be required to use one of the two approved software systems provided by third parties (PostalMate or ShipRite). For ShipRite, the license fee is \$90 per month. For PostalMate, the license fee is \$95 per month. The franchisee will also be required to open an online postage subscription provided by a third party (Stamps.com/Endicia) The Stamps.com/Endicia monthly fee is \$15.95.

We reserve the right to collect and aggregate industry-specific data from your POS provider to be used in negotiating discounted pricing with shipping carriers and to establish network metrics. The information we collect will not include any personal information about you, your employees or the retail prices you charge for services provided by you. We will not have independent access to the computer system, but you give us permission to request the information and receive the data from your POS provider and further agree to submit any authorization forms required by your POS provider in order for us to receive the information. There is no contractual limitation on our right to receive this information. We will have the right to use the data in any way that we deem appropriate without compensating you.

You may also be required to purchase additional software in order to participate in any programs offered by us that require the use of certain software. Although we do not require you to update or upgrade your computer system, your computer and internet connection must be in good repair, with sufficient speed and memory to carry out ordinary business functions and to run the required software. You are responsible for maintaining your computer and internet connection and will solely decide what, if any, maintenance updating, upgrading or support contracts you choose or enter into with third party providers.

### Manuals

We will provide you access to the PBC Operations Manual in an online format. This manual contains mandatory and suggested specifications, standards, and procedures. This manual is confidential and remains our property. We will modify this manual from time to time, but the modification will not alter your status and rights under the PBC Membership Agreement (PBC Membership Agreement, Paragraph 4.25.) The table of contents is attached as Attachment 3. As of the date of this disclosure document, our Operations Manual consists of a total of 50 pages.

### Training

Before becoming authorized to use PBC branded materials and operating as a PackageHub Business Center, a minimum of one person who actively manages the store, known as the “Designated Manager” is required to demonstrate industry specific knowledge. Areas of knowledge will include but are not limited to:

- Private Mailbox Management (CMRA)
- Professional Packing
- Domestic Shipping
- International Shipping
- Customer Service

Industry-specific knowledge can be demonstrated by one of these three means:

- a) Successfully completing to our satisfaction RS Academy Certification course and passing the test on the subject matter, or
- b) Successfully completing to our satisfaction PBC Online Certification course and passing the test on the subject matter, or
- c) Passing the corresponding module(s) of the PBC Knowledge Exam to our satisfaction for any topics on which you are not already certified.
- d) Proof of completion of a PBC-approved third-party training course and passing the test to our satisfaction.

Certification training will be licensed from our affiliate, RSA, under the program “RS Academy” or through comparable licensed training using the PBC name. Qualifying classes that can be taken to satisfy this requirement will be specified in the PBC Operations Manual.

Certification training will be offered to PBC member owners, managers and employees through these avenues:

- In-person classroom training
- Live Webinar Training
- Online eLearning Modules

The following are the fees charged for certification training:

- 7. In-person classroom training - \$60 per person per class, plus travel and lodging expenses
- 8. Live Webinar Training - \$60 per person per class subject to change based on timing, scale, and complexity of the training.
- 9. Online eLearning Modules - \$30 per person per class
- 10. PBC Knowledge Exam - \$10

You will be responsible for any travel or living expenses associated with certification training.

Training will be conducted on an as needed basis. Training generally will be held in our offices in Richardson, Texas, but all or a portion of the training program may be conducted via virtual classroom.

Training will be led by persons who have at least two years industry-specific experience. We also expect to draw on the substantial experience of our management and from other experienced members. We may provide additional training, seminars and refresher courses to you that you may attend at your option.

Typical in-person training course durations are listed below:

**TRAINING PROGRAM**

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Mailbox Management	3	0	Richardson, Texas
Domestic Shipping	3	0	Richardson, Texas
International Shipping	3	0	Richardson, Texas
Professional Packing	3	0	Richardson, Texas
Customer Service	3	0	Richardson, Texas
<b>TOTAL</b>	<b>15</b>	<b>0</b>	



We will also offer additional training classes and assistance to you by our staff and other industry experts on the operation or presentation of new products and services. In most cases, additional training is not mandatory; however, if you fail to maintain our performance standards and we notify you of the required training, or, if we enter into an agreement with a third-party which requires additional training, you must participate. Training costs will vary based on the requirements of the program.

#### Packing Guarantee

Member agrees to abide by our packing guarantee, as described in the PBC Operations Manual, which requires that the Member take responsibility for compensating the customer for their loss in the case that a claim made on a package/shipment packed by the Member store owner or employees is denied by the carrier or insurer due to “inadequate packing” or failure to follow terms or conditions established by the carrier or insurer.

### **ITEM 12 TERRITORY**

You will not receive an exclusive territory or any minimum territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will have no competitive protection at all. We reserve the right to allow others to establish and operate PackageHub Business Center locations without compensation to you, regardless of proximity to or competitive impact on you.

We will grant you the right to operate a PackageHub Business Center under the Marks at specific location described in the Agreement.

Your use of the Marks or any element of our franchise program in the operation of a business at any other address or in any other channel of distribution without our express prior written authorization is prohibited and will constitute willful infringement of our rights in the Marks and violation of the franchise agreement. In the event that you choose to change the location of your store or open an additional location, you must complete the same approval process used to establish your current PBC location(s).

We have no obligation or duty to insulate or protect your revenues from erosion as the result of competition from unrelated third parties or other PBC locations.

We do not have any current plans to, nor do we retain any rights, to use other channels of distribution, including the Internet, using our Marks or other marks. You are not restricted from soliciting or accepting orders from customers outside your territory including the use of other channels of distribution.

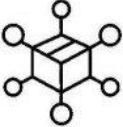
You will not have any options, rights of first refusal, or similar rights to acquire additional franchises or other rights under the Franchise Agreement. The Franchise Agreement does not give you a right to relocate your franchise to another territory, and you do not receive the right to acquire additional franchises within or outside of your territory unless you sign another Franchise Agreement with us.

We do not intend to establish any other franchise with similar services or products under a different trademark.

### **ITEM 13 TRADEMARKS**

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your franchise. Our primary service mark is PackageHub. We own the PackageHub Business Centers mark and the associated icon.

PBC registered the marks on the Principal Register of the United States Patent and Trademark Office and has filed all required affidavits and renewals:

Mark	Federal Registration Number	Registration Date
PackageHub Business Centers	6154475	September 15, 2020
	619982	September 22, 2020

You must follow our rules when you use these Marks. You may not use the marks as part of your corporate or other legal name, but the forgoing does not preclude the Member from registering a fictitious name, also known as the d/b/a, doing business as, trade name or assumed name that contains the Marks.

You must use the Marks only for the operation of your franchise as specified in the PBC Membership Agreement, and you cannot use any of the marks for the performance or sale of any unauthorized services or products or in any other manner we do not authorize in writing.

There are no currently effective material determinations by the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or of any court, nor are there any pending infringement, opposition or cancellation proceedings or any pending material litigation involving our principal marks, which are relevant to their use in this state or in any other state in which the franchise business is to be located.

There are no currently effective agreements that significantly limit our rights to use or license the use of our principal trademarks that are material to the franchise. We know of no superior prior rights or infringing uses that could materially affect your use of these marks in any state where your franchise business will be located.

You must promptly notify us of any infringement of the Marks or of any challenge to the use of any of the Marks or claim by any person of any rights in any of the Marks. You must agree not to communicate with any person other than us, any designated affiliate, and our or their counsel about any infringement, challenge or claim. We, or our affiliates, have sole discretion to take any action we deem appropriate and the right to exclusively control any litigation, or Patent and Trademark Office (or other) proceeding, from any infringement, challenge or claim concerning any of the Marks. You must sign all instruments and documents and give us any assistance that, in our counsel’s opinion, may be necessary or advisable to protect and maintain our interests or those of our affiliates in any litigation or proceeding or to otherwise protect and maintain our or their interest in the Marks.

We are not obligated to protect your rights to use these marks or to protect you against claims of infringement or unfair competition that result from your use of the marks within the terms of the PBC Membership Agreement, although we intend to do so when that action is in the best interest of the PackageHub Business Center program. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the Marks if the proceeding is resolved unfavorably to you.

We may change the program and may require you, among other things, to adopt and use new or modified trademarks. You must promptly accept, implement, use and display these additions, modifications and changes in the operation of the franchise business at your sole cost and expense.

## **ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

### **Patents and Copyrights**

We do not own any right in or to any patent, patents pending, or registered copyrights, and we do not have any pending patent applications, that are material to the franchise.

You may use the Marks in connection with advertising on the internet, subject to your compliance with the PBC Operations Manual, our Program Standards and applicable law. Although we do not require that you get our prior approval for any internet domain name, home page or other web address or internet content, we may restrict use that includes a Mark (or require a separate license for its use), limit your use of hyperlinks or require use of hyperlinks or other material (including required links to our advertising on the internet for consumers), and restrict use of material in which any third party has any interest. You must discontinue any use if we notify you that any use or material is disapproved. You are responsible for the accuracy of all content. We require that you follow the rules for domain name usage as detailed in Brand guidelines in the PBC Operations Manual.

We claim copyrights in the manual; advertising, training and marketing materials; and the business methods and processes used in the operation of the franchise. These copyrights have not been registered with the United States Registrar of Copyrights.

In the event we require you to modify or discontinue using any subject matter covered by a patent or copyright, you will have the right to cancel your franchise agreement without penalty by providing 30 days notice. This is the sole remedy you have and you will have no rights to compensation.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. No agreements are currently in effect which significantly limit our right to use or authorize our members to use the copyrighted materials. We do not know of any infringing uses which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights, patents, or confidential information, although we intend to do so when that action is in the best interest of the PackageHub Business Centers network.

### **Confidential Manuals**

You must operate the franchise according to the standards, policies, and procedures specified in the operating manual. We will provide you access to the PBC Operations Manual online for the term of the PBC Membership Agreement. You must treat the manual and any other materials we create or approve for use in the operation of your franchise, and the information in them, as confidential.

We may revise the contents of the manual and you must comply with each new or changed standard. If there is a dispute as to the contents of the manual, the terms of the master copy published and available to members on the PBC support website will be controlling.

### **Confidential Information**

We claim property rights in all the information about the operational, sales, promotional methods and techniques, and marketing methods and techniques of the PackageHub Business Centers program.

We claim proprietary trade secret rights in information like lists and files, agreements and other compilations created by us, which may include:

11. PackageHub Business Centers manuals and forms, the information contained and compiled in the manuals and forms, and the updates and memoranda relating to the manuals and forms
12. The contractual arrangements between PackageHub Business Centers and our agents and suppliers
13. The financial details (including but not limited to credit and discount terms) of PackageHub Business Centers' relationship with our agents and suppliers
14. Information concerning and presented at PackageHub Business Centers meetings
15. Information provided through initial and ongoing specialized training
16. PackageHub Business Centers' business plans and strategies

All such lists, files, other compilations of information, and the information contained in such materials (whether or not denoted, labeled, or marked as confidential) is considered confidential and will be and remain our exclusive property.

You and your principals must not use or communicate, either during or after the term of the PBC Membership Agreement, the contents of any confidential manuals or forms, or any other trade secrets or confidential information about the operation of the franchise or of the PackageHub Business Centers program, except as provided for in the PBC Membership Agreement. You must also use all reasonable efforts to maintain this information as secret and confidential, and you must not duplicate, copy, record, or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person without our written permission.

You must also promptly tell us when you learn about the unauthorized use of this proprietary information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we think appropriate. We will indemnify you for any loss you sustain as a result of any action brought by a third party concerning your use of this proprietary information.

If you (including your officers, directors, managers, and/or members, if you are a corporation or limited liability company), your principals, or any of your employees develops any new concept, process, or improvement to the PBC Program, PBC may, at our sole discretion, make such improvement available to all Members without any obligation for PBC to compensate the Member who develops the new concept, process or improvement to the PBC Program.

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

We do not require that you must personally manage, supervise or participate personally in the direct operation of the franchise business. However, if you do not personally manage your franchise, you will be solely responsible for the services you perform for your customers, and you must designate one person who will be primarily responsible for the ongoing management of the retail shipping and business center's operation (the "Designated Manager"). The Designated Manager is not required to hold an equity interest in the ownership of your franchise. You must also provide all labor, management, materials, tools and supplies necessary to provide such service. You are responsible for the billing, accounting and other financial management obligations associated with running a company unless certain billing and accounting functions are performed by us as a requirement for certain agreements with vendors or suppliers.

You will have sole authority and control over the day-to-day management and operations of your franchise business and its employees. At no time will you or your employees be deemed to be employees of us or any of our affiliates. The people you retain to work in your franchise business will be your agents and employees. They are not our agents or employees and we are not a joint employer of those persons. We do not have any

right to exercise, and do not exercise, control over your labor relations matters, including without limitation, hiring, firing, supervision, discipline, compensation, benefits, hours of work, working conditions, or unionization or collective bargaining.

Each owner, partner, LLC member and corporate shareholder will be required to sign the Membership Agreement in which each will agree to be bound by the terms and conditions of the agreement, including maintaining confidentiality of the proprietary information described in Item 14, among other things.

If you employ any individual in a managerial position, you must also obtain an agreement to maintain the confidentiality of information they receive, or have access to, based on their relationship with you relating to the Confidential Information and the Marks.

**ITEM 16  
RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL**

You are not limited in the products and services you offer to the public so long as these offerings do not negatively impact the PBC Program Standards. You must offer for sale certain products, and perform certain services that we require for the PackageHub Business Centers franchise program. We have the right to change any products or services we require without limitation. These products and services are defined in the PBC Operations Manual. We are the sole arbiters of what may potentially harm the brand.

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

The Franchise Relationship

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in PBC Membership Agreement	Summary
a Length of the franchise term	Section 3	Three years with the right to terminate the franchise agreement by providing 30 days' advance written notice
b Renewal	Section 3	If you are in good standing, you can renew your franchise for additional one-year periods.
c Requirements for the member to renew	Section 3	We will allow you to renew your franchise and remain as a member after the initial term of your PBC Membership Agreement expires if you meet the criteria set forth in the PBC Membership Agreement. However, to remain a member, you must meet all required conditions to renewal, including signing our then-current PBC Membership Agreement, which may be materially different than your original agreement.
d Termination by the franchisee	Section 7	You may terminate the PBC Membership Agreement by providing us at least 30 days written notice of your intent to terminate and comply with all termination provisions listed in the PBC Membership Agreement (subject to your state law).

<b>Provision</b>	<b>Section in PBC Membership Agreement</b>	<b>Summary</b>
e Termination by franchisor without cause	Section 7	We may terminate the PBC Membership Agreement by providing you with 30 days' prior written notice.
f Termination by franchisor with cause	Section 7	We may terminate the PBC Membership Agreement with cause. (See g and h below)
g "Cause" defined – curable defaults	Section 7	Certain events will not be considered "defaults" if they are cured within 15 days of written notice, specifically: failure to comply with any provisions of the PBC Membership Agreement or other agreement; failure to pay any monies when due; failure to maintain the standards that we require in the PBC Membership Agreement, or in the PBC Operations Manual; failure to obtain any required approvals; misuse of the Marks; insolvency or bankruptcy; failure to maintain proper books and records regarding sales and customer metrics as defined in the Manual, failure to maintain full, complete and accurate books, records and accounts as required by law; failure to maintain your business as duly existing and in good standing or otherwise ceasing qualifications to transact business.
h "Cause" defined – non-curable defaults	Section 7	Non-curable defaults include: conviction of or guilty plea or no contest plea of a felony, crime of moral turpitude, or certain other crimes or a plea down to a lesser crime when initially charged with a felony; disclosure of confidential information; abandonment; unauthorized transfer; material misrepresentations of the information submitted in the PBC application process; repeated failure to comply with PBC Membership Agreement or PBC Operations Manual requirements; conducting business in violation of safety standards; engaging in business or advertising practices that may injure our business or reputation; or making or publishing rude or abusive statements to or about our employees.

Provision	Section in PBC Membership Agreement	Summary
i Franchisee’s obligations on termination/ non-renewal	Section 7	You must immediately cease use of all PackageHub Business Centers trademarks, trade secrets, and all aspects of the PackageHub Business Centers system; You must immediately destroy or discard all advertising matter, products or writing that contain PackageHub Business Centers’ trade name, logo, or copyright, as well as any information of a proprietary nature; all of the preceding terms are subject to \$100 per day liquidated damages; You must pay us all sums due; You must continue to keep Confidential Information confidential; You must continue to indemnify us for claims based on your actions.
j Assignment of contract by franchisor	Section 9	The Franchise Agreement is fully assignable by us.
k “Transfer” by franchisee-defined	Section 9	Includes transfer of rights under the PBC Membership Agreement or a change in ownership or control of your business. Prior notification required. (9.1)
l Franchisor approval of transfer by franchisee	Section 9	We have the right to approve or reject all transfers. (9.2)
m Conditions for franchisor approval of transfer	Section 9	The assignee must satisfactorily demonstrate to PBC that it meets all PBC’s then current standards and requirements for becoming a Member of PBC (which standards and requirements need not be in writing). PBC will require that the current Agreement be terminated, and a new Agreement be executed. (9.3 & 9.4)
n Franchisor’s right of first refusal to acquire franchisee’s business	No provision	Not applicable.
o Franchisor’s option to purchase franchisee’s business	No provision	Not applicable.
p Death or disability of franchisee	Section 9	Subject to Transfer rules.
q Non-competition covenants during the term of the franchise	No provision	Not applicable.

<b>Provision</b>	<b>Section in PBC Membership Agreement</b>	<b>Summary</b>
r Non-competition covenants after the franchise is terminated or expires	No provision	Not applicable.
s Modification of the agreement	Section 12	No modifications generally except by written agreement, but we may change the PBC Operations Manual and Program Standards at any time. You may be required to implement these changes at your own cost.
t Integration/ merger clause	Section 12	Only the terms of the PBC Membership Agreement (including the PBC Operations Manual) are binding (subject to state and federal law). Any other promises may not be enforceable.
u Dispute resolution by arbitration or mediation	Section 11	Except for certain claims, all disputes must first be mediated through non-binding mediation. In the event mediation is not successful, the claim must be arbitrated in McKinney, seat of Collin County, Texas (subject to your state law).
v Choice of forum	Section 11	Litigation must be in Collin County, Texas (subject to your state law).
w Choice of law	Section 11	Texas law applies without reference to choice of law principals (subject to your state law).

See state addenda to the PBC Membership Agreement and disclosure document for special state disclosures.

### **ITEM 18 PUBLIC FIGURES**

We do not have any public figures involved our franchise program.

### **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 Brandon Gale, PBC, LLC, 1475 Richardson Drive, Suite 270, Richardson, Texas 75080. Telephone; 866-774-4748, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**  
System Wide Outlet Summary  
2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	364	+364
	2021	364	454	+90
	2022	454	720	+266
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total	2020	0	364	+364
	2021	364	454	+90
	2022	454	720	+266

**TABLE NO. 2**  
Transfers of Outlets from Franchisees to New Owners  
(Other than the Franchisor)  
2020 to 2022

State	Year	Number of Transfers
Total	2020	0
	2021	0
	2022	0

**TABLE NO. 3**  
Status of Franchised Outlets  
2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2020	0	4	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	3	0	0	0	0	8
Arizona	2020	0	9	0	0	0	0	9
	2021	9	1	2	0	0	0	8
	2022	8	6	0	0	0	0	14

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arkansas	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
California	2020	0	62	3	0	0	0	59
	2021	59	25	7	0	0	0	77
	2022	77	41	3	0	0	2	113
Colorado	2020	0	6	1	0	0	0	5
	2021	5	6	0	0	0	0	11
	2022	11	7	0	0	0	0	18
Connecticut	2020	0	4	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Delaware	2020	0	1	0	0	0	0	1
	2021	0	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
District of Columbia	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	0	31	1	0	0	0	30
	2021	30	18	3	0	0	0	45
	2022	45	31	3	0	0	2	71
Georgia	2020	0	10	1	0	0	0	9
	2021	9	7	0	0	0	0	16
	2022	16	11	0	0	0	1	26
Hawaii	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	2	0	0	0	0
Illinois	2020	0	7	0	0	0	0	7
	2021	7	3	0	0	0	0	10
	2022	10	11	0	0	0	2	19
Indiana	2020	0	3	0	0	0	0	3
	2021	3	2	2	0	0	0	3
	2022	3	5	0	0	0	0	8
Iowa	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	2	1	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Kansas	2020	0	3	0	0	0	0	3
	2021	3	1	1	0	0	0	3
	2022	3	0	1	0	0	0	2
Kentucky	2020	0	2	0	0	0	0	2
	2021	2	1	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Louisiana	2020	0	6	0	0	0	0	6
	2021	6	3	2	0	0	0	2
	2022	7	0	0	0	0	1	6
Maine	2020	0	5	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Massachusetts	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Michigan	2020	0	5	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	5	0	0	0	0	10
Minnesota	2020	0	6	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	2	0	0	0	1	7
Mississippi	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Missouri	2020	0	5	0	0	0	0	5
	2021	5	4	0	0	0	0	9
	2022	9	2	0	0	0	0	11
Montana	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Nevada	2020	0	6	1	0	0	0	5
	2021	5	2	1	0	0	0	6
	2022	6	6	0	0	0	0	12
New Hampshire	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
New Jersey	2020	0	6	0	0	0	0	6
	2021	6	4	2	0	0	0	8
	2022	8	8	0	0	0	0	16
New Mexico	2020	0	1	0	0	0	0	1
	2021	1	1	1	0	0	0	1
	2022	1	3	0	0	0	0	4
New York	2020	0	15	0	0	0	0	15
	2021	15	13	0	0	0	0	28
	2022	28	44	2	0	0	0	70
North Carolina	2020	0	16	1	0	0	0	15
	2021	15	4	3	0	0	0	16
	2022	16	8	1	0	0	0	23
Ohio	2020	0	6	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Oklahoma	2020	0	8	0	0	0	0	8
	2021	8	2	0	0	0	0	10
	2022	10	2	0	0	0	0	12
Oregon	2020	0	12	0	0	0	0	12
	2021	12	2	1	0	0	0	13
	2022	13	10	2	0	0	0	21
Pennsylvania	2020	0	8	0	0	0	0	8
	2021	8	2	0	0	0	0	10
	2022	10	8	0	0	0	1	17
Rhode Island	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
South Carolina	2020	0	4	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	1	0	0	0	4
Tennessee	2020	0	5	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	4	0	0	0	2	8
Texas	2020	0	78	3	0	0	0	75
	2021	75	20	10	0	0	0	85
	2022	85	36	0	0	0	0	121

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Utah	2020	0	1	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	6	2	0	0	3	1
Virginia	2020	0	4	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	5	0	0	0	0	9
Washington	2020	0	13	0	0	0	0	13
	2021	13	2	2	0	0	0	13
	2022	13	9	0	0	0	0	22
West Virginia	2020	0	2	0	0	0	0	2
	2021	2	1	1	0	0	0	1
	2022	2	0	0	0	0	0	2
Wisconsin	2020	0	7	0	0	0	0	7
	2021	7	2	0	0	0	0	9
	2022	9	2	0	0	0	0	11
Totals	2020	0	375	11	0	0	0	364
	2021	364	130	40	0	0	0	454
	2022	454	299	18	0	0	15	720

**TABLE NO. 4**  
Status of Company-Owned Outlets  
2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

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

State	PBC Membership Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	3	0
Arkansas	0	1	0
Arizona	0	5	0

State	PBC Membership Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	37	0
Colorado	0	6	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	27	0
Georgia	0	9	0
Hawaii	0	0	0
Iowa	0	0	0
Idaho	0	1	0
Illinois	0	7	0
Indiana	0	3	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	1	0
Massachusetts	0	1	0
Maryland	0	7	0
Michigan	0	0	0
Minnesota	0	2	0
Missouri	0	1	0
Mississippi	0	0	0
Montana	0	0	0
North Carolina	0	7	0
Nebraska	0	1	0
New Hampshire	0	1	0
Nevada	0	4	0
New Jersey	0	5	0
New Mexico	0	1	0
New York	0	35	0
Ohio	0	1	0
Oklahoma	0	1	0
Oregon	0	7	0
Pennsylvania	0	5	0
Rhode Island	0	0	0
South Carolina	0	1	0
Tennessee	0	3	0
Texas	0	33	0
Utah	0	2	0
Vermont	0	0	0
Virginia	0	3	0
Washington	0	7	0
Wisconsin	0	1	0
West Virginia	0	0	0
Wyoming	0	0	0
Total	0	234	0

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

Attached as Attachment 7 is a list of the names of all current franchisees in the state in which your business will be located and the address and telephone number of each of their outlets. If there are fewer than 100 outlets operating in the state in which your business will operate, Attachment 7 reflects this information for outlets in your state and in contiguous states and then the next closest states until at least 100 franchised outlets are listed.

Also included in Attachment 7 is a list of 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 an outlet terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the membership agreement **as of December 31, 2022**, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

As of the issuance date of this disclosure document, there were no current or former franchisees who had signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the PackageHub Business Centers franchise network.

As of the issuance date of this disclosure document, no independent trademark-specific franchisee organizations have asked to be included in this disclosure document and there are no franchisee organizations sponsored or endorsed by us.

#### **ITEM 21**

#### **FINANCIAL STATEMENTS**

Attached to this disclosure document as Attachment 4 are the following financial statements:

1. Unaudited balance sheet as of September 30, and the related profit and loss statement for the period of January 1, 2023 through September 30, 2023.
2. Audited balance sheets as of December 31, 2022, December 31, 2021, and December 31, 2020, and the related statements of income, cash flows, and members' equity for the periods then ended and notes to the financial statements.

The franchisor's fiscal year end is December 31.

#### **ITEM 22**

#### **CONTRACTS**

Attached to this disclosure document as Attachment 2 is a copy of the Membership Agreement that you will sign.

#### **ITEM 23**

#### **RECEIPT**

Two copies of a Receipt page appear as Attachment 9. Please return one signed and dated copy to us and retain the other for your records.

**ATTACHMENT 1**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**STATE APPENDIX**



## State Appendix

### CALIFORNIA

Item 3 is supplemented by the following:

Neither we, nor any person or franchise broker disclosed in Item 2 of the 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 these persons from membership in this association or exchange.

Item 5 is supplemented by the following:

The franchisor does not demonstrate a present financial ability to meet obligations stated in the FDD without relying on the proposed franchisee's funds. Franchisor will postpone payment of the initial franchise fee (membership fees) until after the franchisor's initial obligations are complete and the franchise is open for business.

Item 17 is supplemented by the following:

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

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

The Membership Agreement requires application of the law of Texas. This provision may not be enforceable under California law.

Section 31125 of the California Corporation Code requires us to give you a disclosure document, in the form and containing the information as the Commissioner may by rule or order require, before we ask you to consider a proposed material modification of your Membership Agreement.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The highest interest rate allowed by law in California is 10% annually.

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

The following paragraphs are added to the disclosure document:

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Commissioner.**

## **HAWAII**

The following is added to the Cover Page:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY YOU, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY YOU, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE MEMBERSHIP AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.**

## **ILLINOIS**

Item 17 is supplemented by the following:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Notwithstanding the provisions of the Membership Agreement that Texas law shall govern, Illinois law shall apply to and govern any claim between the parties under the Membership Agreement that alleges violation of the Illinois Franchise Disclosure Act.

## **MARYLAND**

Item 17 of the disclosure document is amended by the following:

Our termination of the Membership Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Membership Agreement (our franchise agreement) provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

## **MINNESOTA**

Item 13 is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.12, Subd. 1(g), which requires us to protect your right to use the trademarks, service marks, and trade names, and indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of same.

Item 17 is supplemented by the following:

With respect to franchises governed by Minnesota Law, we will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Membership Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause. In addition, nothing in the disclosure document or Membership Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

Minn. Rule 2860.4400J prohibits us from requiring you to consent to a franchisor obtaining injunctive relief. We may seek injunctive relief. In addition, a court will determine if a bond is required.

Minn. Stat. Section 80C.17, Subd. 5 provides that no action may be commenced for violation of the Minnesota Franchises Act more than three (3) years after the cause of action accrues.

## **NEW YORK**

1. The following information is added to the cover page of the franchise disclosure document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SOURCES OF

INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21<sup>ST</sup> FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such person has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c) titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following is added to the end of the "Summary" sections of Item 17(d) titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v) titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

### **NORTH DAKOTA**

Item 17 is supplemented by the following:

Any provision in the Membership Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota or providing for resolution of disputes to be outside North Dakota may not be enforceable under North Dakota law.

Any provision in the Membership Agreement requiring you to arbitrate or mediate disputes may require you to consent to a waiver of trial by jury. A waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Membership Agreement requiring that such agreement is to be construed according to the laws of a state other than North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision requiring you to sign a general release upon renewal of the Membership Agreement may not be enforceable North Dakota law.

Any provision in the Membership Agreement requiring you to consent to termination or liquidated damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Membership Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to the statute, have been determined to be unfair, unjust, or inequitable in North Dakota and may not be enforceable.

### **RHODE ISLAND**

Item 17 is supplemented by the following:

Under § 19-28.1-14 of the Rhode Island Franchise Investment Act 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.

### **VIRGINIA**

Item 17(h) is supplemented by the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Membership 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.

The following paragraph is added to the disclosure document:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Membership Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

## **WASHINGTON**

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Membership Agreement or franchise disclosure document, and (b) is open for business.

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

RCW § 19.100.180 may supersede the Membership 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 Membership Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the Membership Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

## **WISCONSIN**

Item 17 is supplemented by the following:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement and the Multi-unit Area Development Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, The Wisconsin Fair Dealership Law. SEC 32.06(3), Wis. Adm. Code.

**ATTACHMENT 2**

**PBC, LLC,  
d/b/a PACKAGEHUB BUSINESS CENTERS**

**MEMBERSHIP AGREEMENT AND STATE ADDENDA**

**PackageHub Business Center™ (PBC)**  
**Membership Agreement**  
**SUMMARY**

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This PackageHub Business Center Membership Agreement (“Agreement”) is made and entered into on the date appearing next to PBC’s signature on the signature page (“Effective Date”) herein by and between PBC, LLC, 1475 Richardson Drive Ste. 270, Richardson, Texas 75080, a Delaware Limited Liability Company (“PBC”) and Member (identified below).

Legal Name: <Member Business Entity Name>  
Address1: <Street Address1>  
Address 2: <Street Address2>  
City: <City> State: <ST> Zip Code: <Zip Code>  
Telephone Number: (<Area Code>) <XXX>-<XXXX>  
E-mail: <Email Address>  
Federal Tax Identification Number: <Federal Tax ID>  
State Tax Identification Number (if applicable): <State Tax ID>  
PBC Store Number: <PBC ID>



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## PBC MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the “Agreement”), made and entered into at Richardson, Texas, by and between PBC, LLC dba PackageHub Business Centers, a Delaware Limited Liability Company with its principal offices at 1475 Richardson Drive Ste. 270, Richardson, Texas 75080 (hereinafter referred to as “**PBC**”), and

<Member Business Entity Name>

hereinafter referred to, singularly or collectively, as “**Member**”, doing business as a:

<Business Entity Type>

for the purposes of allowing Member to operate a business as a Member of the PBC Network. Member and PBC may be jointly referred to as the “**Parties**.”

WHEREAS, PBC, with expenditure of time, skill, effort and money, has developed an integrated bundle of programs and services, including programs and services for collective purchasing and advertising, which enhance, streamline and improve the efficiencies and experience for customers of independently owned retail shipping and business centers (the “**PBC Program**”), and

WHEREAS, in connection with the PBC Program, PBC is the owner of the federally registered service marks **PackageHub Business Centers**™ and other trade names, trademarks, service marks, logos, designs, slogans and marks now or hereafter used by PBC, either alone or in conjunction with other words or phrases, to identify the PBC Program (collectively, the “**Marks**”); and

WHEREAS, Member owns and operates one or more independently owned retail shipping and business center(s) and desires to obtain the right to use the PBC Program in operating a specific retail shipping and business center, as identified by its address in the Summary (the “**Retail Shipping and Business Center**”) pursuant to this Agreement, which right PBC is willing to grant.

WHEREAS, Member acknowledges that Member entering into this Agreement will not violate any other contract provision under which Member is bound and that any such violation may constitute termination of this Agreement. Specifically, if Member is currently operating as a Franchisee of another Franchisor, Member must provide written permission from such Franchisor as a condition to entering into this Agreement.

WHEREAS, Member has had full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement by counsel of Member’s own choosing, and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

### Section 1

#### Grant, Territory

1. Use of PBC Program and Marks. Subject to the terms and conditions of this Agreement and the continuing good faith performance thereof by Member, PBC licenses to Member the non-exclusive right to use the PBC Program and the Marks in conjunction with the operation of the Retail Shipping and Business Center and to advertise and promote the Retail Shipping and Business Center using the Marks. Member’s use of the Marks is subject to the conditions set forth in Section 4 of this Agreement. PBC reserves all rights not specifically granted to Member hereunder.

2. Restriction of Use to Retail Shipping and Business Center Location. Pursuant to this Agreement, Member's use of the PBC Program is restricted to the Retail Shipping and Business Center only and may not be used at any other locations. In granting rights under this Agreement, PBC makes no assurance, express or implied, about suitability of such location for the use of the PBC Program or for any other reason, and PBC will not be responsible if the Retail Shipping and Business Center does not meet Member's expectations for revenue, operations or other criteria.
3. Territory. There is no defined territory, either exclusive or non-exclusive granted in this Agreement.
4. Unapproved Operations. Member may not use any of the Marks or other distinctive or unique elements of the PBC Program in conjunction with the operation of any business other than the Retail Shipping and Business Center without PBC's express prior written approval. Such use constitutes willful infringement of the Marks and the PBC Program.
5. Non-Exclusivity. Member's rights with respect to the PBC Program are not exclusive. PBC may, among other things, grant the right to use the PBC Program to others, including other PBC franchisees, and offer related products and services, in each case regardless of proximity to or competitive impact on the Retail Shipping Center.

## **Section 2**

### **Fees**

- 2.1. Initial Fee. PBC does not charge an initial fee associated with the rights granted in this Agreement. However, if this Agreement is not renewed within 30 days following the expiration of the Agreement or notice of the right to renew the Agreement, a reinstatement fee of \$500 will be charged which is due and payable at the time of the renewal.
- 2.2. Monthly Fees. In consideration for Member's continuing use of the Marks and the PBC Program, Member agrees to pay PBC the monthly fee of \$75.00 ("Monthly Fee"). The Monthly Fee is non-refundable, and PBC reserves the right to increase the Monthly Fee upon 60 days' notice to Member.
- 2.3. Late Fee. PBC has the right to assess a late charge on any recurring payment not made within 30 days of the applicable due date.

## **Section 3**

### **Term**

- 3.1. Initial and Renewal Terms. The initial term of this Agreement begins on its Effective Date and, subject to earlier termination, ends on the third anniversary of the Effective Date unless earlier terminated pursuant to the terms of this Agreement ("Term"). Thereafter, the Term can be renewed for additional one-year periods. Such renewal is contingent upon PBC's approval and the member executing a new membership agreement.

## **Section 4**

### **PBC Member Obligations**

- 4.1. Member must use the PBC Program in the operation of its Retail Shipping and Business Center.
- 4.2. Member must offer private mailbox rentals, package receiving, domestic and international shipping, professional packing services, and general office services including print, copy, and fax.
- 4.3. Member must be an RSA Premium Member in good standing throughout the term of the membership agreement.

- 4.4. Member must consistently maintain a retail store location that is clean, organized, and secure.
- 4.5. Member must be open to the public Monday through Friday opening no later than 9:00 am and closing no earlier than 6:00 pm, and open for a minimum of 4 hours on Saturdays. Certain locations may qualify for an exception to this requirement based on local market conditions.
- 4.6. Member must adhere to all applicable federal and state regulations relating to the receipt and delivery of mail, including all regulations regarding Commercial Mail Receiving Agencies (“CRMA”) as outlined in the United States Postal Service Domestic Mail Manual (“DMM”) available online at [https://pe.usps.com/text/dmm300/dmm300\\_landing.htm](https://pe.usps.com/text/dmm300/dmm300_landing.htm).
- 4.7. Member must comply with all international, federal, state, and local regulations regarding shipping of certain materials or items (alcohol, tobacco, hazardous materials, etc.) and must follow all federal, state and local regulations related to any other product or service offered at the location.
- 4.8. Member is not authorized and agrees not to use the trademarks “PackageHub”, “PackageHub Business Center” or “PBC” in any part of a corporate name or other legal name of an entity used to enter into this agreement. The foregoing does not preclude the Member from registering a fictitious name, also known as the d/b/a, doing business as, trade name or assumed name that contains the Marks.
- 4.9. PBC has developed and continues to develop, in connection with the PBC Program, certain brand standards, guidelines, recommendations, and advice containing confidential information, programs, devices, methods, techniques, and/or processes which are not generally known to the public including, but not limited to, the PBC Program, which includes but is not limited to (a) PBC’s, manuals, forms, the information contained and compiled therein, and the updates and memoranda thereto; (b) names of agents and suppliers; (c) the contractual arrangements with agents and suppliers; (d) the financial details (including but not limited to credit and discount terms) of relationships with its agents and suppliers; (e) certain information provided through training; and (f) PBC’s business plans and strategies (collectively, the “**Confidential Information**”). All use of the Marks and Confidential Information by Member must be in accordance with the terms of this Agreement and the brand standards in the PBC Operations Manual (“the **Manual**”) and inure to the benefit of PBC and all such Marks and Confidential Information will remain the sole property of PBC. Member will maintain in confidence all PBC Confidential information and take all necessary action to ensure that its employees and other representatives do not disclose any PBC Confidential information,
- 4.10. Member will comply with PBC brand standards, as they may be amended from time to time, and agrees not to deviate there from without prior written consent of PBC.
- 4.11. Each owner, partner, LLC member, and corporate shareholder of Member (each, a “**Principal**” and collectively, the “**Principals**”) are required to execute this Agreement and be bound by all terms and conditions of the Agreement.
- 4.12. Member will designate one person who will be primarily responsible for the ongoing management of the Retail Shipping and Business Center’s operations (the “**Designated Manager**”).
- 4.13. Successful completion of the prescribed PBC Certification Courses or passing the Knowledge Exam is mandatory for the Designated Manager. PBC reserves the right, in its sole discretion, to extend the above-referenced certification requirement to certain employees of Member.
- 4.14. Except as otherwise noted herein, all fees due under this Agreement are non-refundable. Member agrees to make all payments due to PBC promptly in accordance with the terms of this

Agreement and recognizes that any failure on the part of the Member to do so will be deemed a material breach of this Agreement.

- 4.15. Member agrees to record and maintain all sales and customer metrics as defined in the Operations Manual and maintain and preserve full, complete and accurate books, records, and accounts as required by law and is solely responsible for the integrity of such books, records, and accounts.
- 4.16. During the term of this Agreement and any renewal term, Member agrees to maintain a license and actively use a PBC-approved POS software system as their primary shipping platform and point of sale (POS) system. Approved systems are defined in the Operations Manual.
- 4.17. To support the negotiation of volume-based discount agreements with shipping carriers and suppliers and to establish network metrics, PBC will collect and aggregate industry-specific data from Member. Member grants PBC, LLC. access to data from Member's POS system provider. The data collected will not include any personal information about Member, Member's employees or the retail prices Member charge for services provided by Member. Member also agrees to submit any authorization forms required by Member's POS provider in order for PBC to receive the information. If Member records any sales outside of the prescribed POS system, member agrees to provide summary reports of such sales as requested by PBC, LLC.
- 4.18. Member agrees to maintain a clean and safe place of business in compliance with OSHA and other governmental and industry standards. Member also agrees to conduct business in a manner that would bring goodwill and public approval to Member and the PBC Program. In all dealings with customers, with suppliers, with the public, and with us and our personnel, Member shall adhere to the highest standards of honesty, integrity, ethical conduct and professionalism. This includes refraining from engaging in any business or advertising practice which may injure our business or reputation, and refraining from making or publishing any rude or abusive statements to or about our employees.
- 4.19. Member is solely responsible for any leases of real or personal property in connection with the operation of Member's Business. Member must at all times during the term of this Agreement maintain office fixtures, furnishings, signs, and equipment located thereon in good order and condition, and in a manner which will portray the goodwill and a positive image of the Marks and reputation as such may be prescribed by PBC from time to time. These standards apply to the entire premises in which Member will operate Member's business.
- 4.20. Member will procure and maintain general comprehensive liability (and business automobile liability insurance, if applicable), with policy limits in amounts specified by PBC in the Manual. To the extent available, PBC requires Member to obtain insurance, from an insurer carrying an A.M. Best Rating of A- or better, for contractual liability; errors and omissions; property of others in care, custody, and control, and employer's liability (workers' compensation), with policy limits in amounts specified by PBC in the Manual. Member will ensure that all insurance policies name PBC and its members, officers, directors and employees as additional insureds (on a primary and non-contributory basis), and contain a waiver of subrogation in favor of PBC and its shareholders, officers, directors and employees. PBC is permitted to establish reasonable minimum standards for coverage to be met by underwriters for insurance, which PBC will state in the Manual. Before opening for business as a PackageHub Business Center, Member will provide PBC with certificates of insurance for all policies and will obtain any other insurance required by law. Member will maintain in good standing all required insurance during the Term of this Agreement, and will immediately notify PBC of any lapse, alteration, or cancellation or any policy or coverage. PBC is entitled to make any reasonable revision to any insurance requirements herein upon reasonable notice to Member. Member is required to notify their

insurance carrier that the insurance carrier will provide any cancellation notice directly to PBC no less than 30 days prior to cancellation.

- 4.21. Failure to secure the above listed insurance to the satisfaction of PBC is a material breach of this Agreement.
- 4.22. Member agrees to hold PBC harmless and to indemnify PBC for all losses or damages caused by the direct or indirect action or inactions of Member or any of the Principals of Member. Member agrees to defend PBC in any lawsuit based on such loss or damage and to pay all costs and reasonable attorneys' fees associated with such defense. If PBC wishes to retain their own counsel to defend any such action, Member agrees to reimburse PBC for all reasonable costs and legal fees incurred by PBC for such defense. Said reimbursement must be made to PBC in a timely manner as such fees are incurred by PBC and billed to Member.
- 4.23. Member warrants and represents Member is registered with all taxing authorities to which Member will be responsible for paying taxes. Member agrees to pay all personal property, sales, excise, use and other taxes, regardless of type or nature, which may be imposed, levied, assessed or charged, on, against or in connection with any services sold or furnished by Member, whether from any state, municipality, county or parish, or other governmental unit or agency, which may have jurisdiction over such products, service and equipment. Member must also pay all personnel performing services for Member in full compliance with all Federal, state, local, and municipal laws, statutes, and regulations. Failure to pay taxes will result in termination of this Agreement.
- 4.24. To protect the reputation of the Marks, PBC may visit and inspect any premises or communicate with Member from time to time to ensure that the Member meets PBC's brand standards. Any visits made by PBC may be scheduled or unscheduled and may be made through the use of anonymous sources.
- 4.25. PBC reserves the right to establish brand standards pertaining to the use of the Marks relating to the operation of Member's Business or this Agreement. PBC also reserves the right to provide guidelines, recommendations, and advice for the Member to adopt, modify, or reject in Member's operation of the Business. PBC will keep a current, updated Manual of all such brand standards and guidelines, recommendations, and advice available to all members via a secure online portal. The brand standards maintained by PBC and published online will be controlling. The Manual will, among other things, set forth PBC's brand standards and guidelines, recommendations, and advice for operating Member's Business when, where, and to what extent PBC deems appropriate. Member agrees to be bound by the brand standards upon receipt of same by Member, and to operate in strict compliance with brand standards in the Manual. PBC has the right to prescribe additions to, deletions from or revisions of the Manual (the "***Supplements to the Manual***"), all of which will be considered a part of the Manual. All references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the brand standards in the Manual will become binding on Member as if originally set forth in the Manual, upon Member being notified of updates. The Manual and any Supplements to the Manual are material in that they will affect the operation of certain aspects of the Franchised Member's business, but they will not conflict with or materially alter Member's rights and obligations under this Agreement.
- 4.26. Member agrees to use the co-branded PBC Store Website, hosted by PBC, as their primary store website. Member is responsible for maintaining the content on their individual store website and content must be in compliance with standards specified in the manual. The cost of the PBC Store website is included in the monthly membership fee.

- 4.27. Member acknowledges that the PBC Program must continue to evolve in order to reflect the changing market and to meet new and changing customer demands, and that accordingly, variations and additions to the PBC Program and brand standards may be required from time to time in order to preserve and enhance the public image of the PBC name and the Marks. Accordingly, Member agrees that PBC may, from time to time, hereafter or otherwise, change the PBC Program and brand standards, including, without limitation, the adoption and use of new or modified Proprietary Marks, Confidential Information, Products, and Services; and Member agrees to be bound by these changes. Member agrees to promptly comply with all such additions, modifications and changes at Member's sole cost and expense.
- 4.28. Member agrees that if Member develops any new concept, process or improvement to the PBC Program, PBC may, at our sole discretion, make such improvement available to all Members without any obligation for PBC to compensate the Member who develops the new concept, process or improvement to the PBC Program.
- 4.29. Member agrees to maintain a valid and operational email address at which Member may receive communications from PBC. Member agrees to update PBC as to any changes to such email address.
- 4.30. Member is solely responsible for maintaining accurate, complete and current payroll records, and to abide by all applicable wage and hour laws, rules and regulations, and any other federal, state or local laws applicable to Member's relationship with its employees.
- 4.31. Member agrees to participate in any agreements PBC enters into with carriers, vendors or suppliers which require the participation of all members in the system and to be bound by the terms of any such agreements.
- 4.32. Notwithstanding Section 4.31, if Member is an existing franchisee of another franchise, and if the case arises that PBC negotiates an exclusive agreement that is in conflict with Member's agreement with the other franchise, Member can opt out of the conflicting PBC exclusive agreement.
- 4.33. Member understands that certain vendor/supplier agreements may require PBC to guarantee payment on behalf of all members. In the event of such a requirement, PBC may centralize the invoices from the vendor/supplier and collect from you your portion of the payment. We may require you to maintain a deposit and/or provide payment through the use of a debit or credit card, or via ACH.
- 4.34. Member agrees to abide by our packing guarantee, as described in the PBC Operations Manual, which requires that the Member take responsibility for compensating the customer for their loss in the case that a claim made on a package/shipment packed by the Member store owner or employees is denied by the carrier or insurer due to "inadequate packing" or failure to follow terms or conditions established by the carrier or insurer.

## **Section 5**

### **Proof of Industry Knowledge and Onboarding Session**

- 5.1. Proof of Industry Knowledge. Prior to operating as a PBC, the Designated Manager must demonstrate they have certain industry specific knowledge in each of the following subjects:
  - Private Mailbox Management (CMRA)
  - Professional Packing
  - Domestic Shipping
  - International Shipping

- Customer Service

Industry specific knowledge can be demonstrated by any combination of the following:

- Proof of completion of an RS Academy Certification course and passing the test on the subject matter,
- Proof of completion of a PBC Certification course and passing the test on the subject matter
- Proof of completion of a PBC approved third-party training course and passing the test on the subject
- Passing the corresponding module(s) of the PBC Knowledge Exam

- 5.2. Onboarding Session. Member's Designated Manager is required to complete the PBC Onboarding, as defined in the PBC Operations Manual, prior to operating as a PBC.

## **Section 6**

### **Advertising**

- 6.1. Member has the right to advertise in accordance with the terms of this Agreement and the brand standards in the Manual. Member may conduct its own advertising campaigns using such items as direct mail, flyers, newspaper ads, digital ads, and other approved forms of advertising so long as any and all such advertising refers specifically to Members' location. Member's advertising materials may not contain any statement or material which, in PBC's sole business judgment may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with the public image of the PBC Program. Member acknowledges that these advertising terms and conditions are essential to protect the goodwill toward the PBC Program and the Marks. Member will promptly discontinue any advertising if PBC notifies Member that such use is disapproved.
- 6.2. Member acknowledges and agrees that Member may not claim any copyright on advertising materials developed by Member or on Member's behalf which contain any of the Marks or derivations of the Marks which is or will be PBC's sole property.
- 6.3. Member may promote store and sell products using the Marks on the internet pursuant to the Manual. Any such internet operation will clearly identify Member's local business and be incidental to and an extension of such business. Internet operations must comply fully with applicable federal and state laws. PBC may (i) restrict use of an internet domain name, home page or other web address that includes a Mark (or require a separate license for such use); and (ii) limit or require use of hyperlinks or other material (including required links to PBC websites), including material such as text, images, photographs, video and sound that a third party owns or has the right to use or limit the use of. Member must promptly discontinue any use if PBC notifies Member it is disapproved.



## Section 7

### Termination

- 7.1. Mutual Termination. Either party may terminate this Agreement, with or without cause, upon 30 days' prior written notice to the other party. Termination of this Agreement will not, by itself, terminate any other agreement between the Parties.
- 7.2. Termination for Breaching PBC Obligations. PBC may terminate this Agreement immediately upon notice to Member and without providing Member the opportunity to cure if Member or any Principal of Member (i) breaches its obligations to protect Confidential Information (ii) commits a material breach of this Agreement; (iii) provides false or incomplete information on the PBC application or (iv) is convicted of or pleads guilty or no contest to a felony or any other offense that PBC determines may adversely affect the goodwill or reputation of PBC, related programs or goodwill of the Marks, including fraud, sexual harassment, battery, drug possession and crimes of moral turpitude. PBC may terminate this Agreement for failure to perform any other material obligation of this Agreement and such failure continues for 15 days after it receives notice of such breach. PBC also may terminate this Agreement without an opportunity to cure if Member conducts business or acts in violation of Section 4.18. of this Agreement.
- 7.3. Cessation of Use. Upon termination or non-renewal of this Agreement for any reason, Member, at Member's sole expense, must immediately and permanently cease all use of the Marks, Confidential Information, and all aspects of the PBC Program, including but not limited to removing all signage containing the Marks, cease indicating verbally or in writing to customers and any other Member that Member is a PBC Member or associated with PBC, and cancel registration of any fictitious name, also known as the d/b/a, doing business as, trade name or assumed name that contains the Marks. All Confidential Information will remain the exclusive property of PBC. Member agrees to pay PBC \$100.00 per day for each day that it has not complied with this paragraph.
- 7.4. Surrender of Property. If this Agreement is terminated or not renewed for any reason, Member must surrender to PBC all property belonging to PBC (if any). Member must also pay, in full, all amounts owed to PBC at the date of termination or non-renewal. If Member has proclaimed to have terminated or not renewed the Agreement and refused to surrender the items described herein, Member agrees to pay PBC \$100.00 per day for each day that it has not complied with this paragraph. The Parties acknowledge that damages for Member's failure to adhere to the foregoing paragraph are difficult to ascertain and therefore agree that this amount will be payable as liquidated damages and not as a penalty.

## Section 8

### Independent Contractor

- 8.1. The Parties agree and understand that Member will be at all times an independent contractor under this Agreement and will not, at any time, directly or indirectly, hold itself out as an agent, servant, or employee of PBC. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of Member's employees will be considered to be PBC's employees. Neither Member nor any of Member's employees whose compensation Member pays may in any way, directly or indirectly, expressly or by implication, be construed to be PBC's employee for any purpose. Member may not, without our prior written approval, have any power to obligate PBC for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement.

## Section 9

### Assignment and Transfer

- 9.1. Member will notify PBC in writing of changes in ownership, name, business form (e.g., sole proprietorship, partnership, corporation or limited liability company), state of incorporation or formation, or any intent to sell, close, move, or modify its operations prior to such change, sale, closure, or modification, and provide other information PBC reasonably requests.
- 9.2. For the Member to stay in good standing, PBC must pre-approve such changes and approval will not be unreasonably withheld. Failure to obtain pre-approval will be deemed a material breach of this Agreement.
- 9.3. The assignee must satisfactorily demonstrate to PBC that it meets all PBC's then current standards and requirements for becoming a Member of PBC as defined in the Manual.
- 9.4. PBC requires that the current Agreement be terminated, and a new Agreement be executed as a result of the changes covered in this section.
- 9.5. This Agreement is fully assignable by PBC.

## Section 10

### Enforcement

- 10.1. Compliance. To ensure compliance with this Agreement and to provide consultation with Member, Member agrees that PBC and its designated agent(s) shall, upon reasonable prior notice to Member, be permitted full and complete access during business hours to inspect Member's business location. Member shall cooperate fully with PBC and its designated agents requesting such access.
- 10.2. Injunctive Relief. PBC or its designee shall be entitled to apply for, without bond, declarations, temporary and permanent injunctions, and orders of specific performance, in order to enforce the provisions of this Agreement relating to: (1) Member's use of the Marks; (2) the obligations of Member upon termination or expiration of this Agreement and assignment of the Franchise and ownership interests in Member; or (3) to prohibit any act or omission by Member or its employees that constitutes a violation of any applicable law or regulation, that damages the goodwill or reputation of PBC or the Marks.
- 10.3. Costs of Enforcement. If PBC secures any declaration, injunction or order of specific performance pursuant to the terms of this Agreement, or, if any provision of this Agreement is enforced at any time by PBC, or, if any amounts due from Member to PBC are, at any time, collected by or through an attorney at law or collection agency, Member shall be liable to PBC for all costs and expenses of enforcement and collection including, but not limited to, court costs and reasonable attorneys' fees.
- 10.4. Conflicting Laws. If a conflicting state law prevents the performance of any of Member's obligations under this Agreement, Member shall immediately notify PBC and work with PBC to reach a mutually agreeable alternative.

## Section 11

### Dispute Resolution, Jurisdiction & Venue, Service of Process

- 11.1. THE PARTIES AGREE AND INTEND THIS INSTRUMENT TO BE EXECUTED, INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. TEXAS LAW WILL APPLY TO ALL CLAIMS, DISPUTES, AND DISAGREEMENTS

BETWEEN THE PARTIES, WHETHER ARISING FROM ALLEGED BREACHES OF THE CONTRACT OR AGREEMENT OR OTHER CLAIMS ARISING IN ANY WAY FROM THE PARTIES' DEALINGS. JURISDICTION AND VENUE IS DECLARED TO BE EXCLUSIVELY IN COLLIN COUNTY, IN THE STATE OF TEXAS.

- 11.2. Service of Process. In all lawsuits relating to or arising out of the Agreement, Member consents and agrees that it may be served with process outside the State of Texas in the same manner as service may be made within the State of Texas by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction, and Member hereby waives any defense it may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.
- 11.3. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrator(s) shall be a licensed attorney and who has substantial experience in franchise law. The place of arbitration shall be in Collin County Texas. The arbitration shall be governed by the Federal Arbitration Act except as otherwise provided in this Agreement.

In making determinations regarding the scope of exchange of electronic information, the arbitrator(s) and the Parties agree to be guided by The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The standard provisions of the Commercial Rules shall apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the Parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Notwithstanding any language to the contrary in the contract documents, the Parties hereby agree: that the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office.

Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

## Section 12

### General

- 12.1. With the exception of agreements entered into with certain carriers, vendors or suppliers, which may dictate uniform pricing, nothing in this Agreement may be construed to prevent Member from freely setting Member's own prices and discounts for services and products which Member may render or sell, provided such actions do not adversely affect the business of PBC.
- 12.2. Should any part of this Agreement for any reason be declared invalid or unenforceable, such decision will not affect the validity of the remaining portion, which remaining portion will remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion eliminated, and the Parties to this Agreement agree that they would have executed the remaining portion of this Agreement without including any such part, parts, or portion which may, for any reason, hereafter be declared invalid or unenforceable.
- 12.3. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of the Agreement or any requirement prescribed by PBC is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions hereof, and PBC will have the right to modify such invalid or unenforceable provision or requirement to the extent required to be valid and enforceable. Member agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is comprehended within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or any requirement prescribed by PBC, any portion or portions which a court may hold to be unenforceable in a final decision to which PBC is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement will be effective only in such jurisdiction, unless PBC elects to give them greater applicability, and will be enforced as originally made and entered into in all the jurisdictions.
- 12.4. This Agreement and the Attachments and Exhibits hereto constitute the entire Agreement between PBC and Member concerning the subject matter hereof and supersede all prior agreements, negotiations, representations, and correspondence concerning the same subject matter; *provided, however*, that nothing in this Agreement or any related agreement is intended to disclaim the representations PBC has made in the Franchise Disclosure Document that was furnished to Member. All transactions between Member and PBC regarding any operation of a PBC business granted under any membership agreement dated prior to this Agreement will be controlled by this Agreement and the most current publication of the PBC Operations Manual. Any amendment or modification to this Agreement is invalid unless made in writing and signed by the Parties.
- 12.5. Member acknowledges that neither PBC nor anyone on PBC's behalf has made any representations, promises or agreements, orally or otherwise, respecting the subject matter of this Agreement which is not embodied herein. Member specifically acknowledges that no officer, director, employee, agent, representative or independent contractor of PBC is authorized to furnish Member or the Principals with any financial performance information; that, if they nevertheless do, neither Member nor the Principals will rely on any such financial performance information provided by any such individual; and, that if any such individual attempts to or

actually does give Member or the Principals any such financial performance information in contravention of this provision, Member will immediately communicate such activity to PBC. For the purpose of this Agreement, “financial performance information” means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised units.

- 12.6. Member acknowledges that Member has carefully read this Agreement, that ample opportunity has been provided for Member to obtain the services of an independent legal and financial advisor, and that Member has had the opportunity to have this Agreement and all supporting disclosure documentation, as well as any other information gathered by the Member, reviewed by an attorney and/or financial advisor of Member’s own choice.
- 12.7. Member further acknowledges that PBC does not authorize any representative of PBC to make any oral, written, visual or other claim or representation that is not contained in the Franchise Disclosure Document provided to Member by PBC and does not permit any promises, agreements, contracts, commitments, or representations to be made to Member except those stated in this Agreement.
- 12.8. Member acknowledges that all documents and information Member receives from PBC relating to the operation of the PBC business, including the Manual and communication tools and the training will be presented to Member in the English language. Member is solely responsible for ensuring that a representative of Member that is fluent in the English language is present during any training provided by PBC and available for any translating necessary during the operation of Member’s PBC business.
- 12.9. No waiver by PBC of any default in performance on the part of Member, time being of the essence, or like waiver by PBC of any breach or series of breaches, of any of the terms, covenants and conditions of this Agreement will constitute a waiver of any subsequent breach or waiver of said terms, conditions or covenants.
- 12.10. Any notice required or permitted under this Agreement must be in writing and delivered by e-mail, provided sender maintains a record of transmission, personal delivery service, by deposit in the U.S. mail, certified, return receipt requested, by a recognized express delivery service providing written receipt of delivery at the address listed for the Member in the Summary or to PBC at the following address:

PBC, LLC  
1475 Richardson Drive Ste. 270  
Richardson, Texas 75080

- 12.11. A Party to this Agreement may change its notice information by providing written notice to the other Party pursuant to the notice requirements stated above, and such change will be effective as to each other Party on the 10<sup>th</sup> day after delivery to such other Party.
- 12.12. The submission of this Agreement does not constitute an offer to license, and this Agreement becomes effective only upon execution thereof by PBC and Member.
- 12.13. **THE PARTIES AGREE THAT ANY DAMAGES SOUGHT BY OR AWARDED TO MEMBER WILL BE LIMITED TO MEMBER’S TOTAL INVESTMENT WITH PBC, AND NO PUNITIVE OR EXEMPLARY DAMAGES WILL BE AWARDED TO MEMBER.**
- 12.14. This Agreement will not be binding on PBC unless and until it has been accepted and signed by an officer or director of PBC at PBC’s home office in Richardson, Dallas County, Texas.
- 12.15. The numbers and headings of paragraphs used herein are for convenience only and do not affect the substance of the paragraphs themselves.

PBC, LLC

\_\_\_\_\_  
Signature of Brandon Gale, President

\_\_\_\_\_  
Date

MEMBER

\_\_\_\_\_  
Signature of Owner or Authorized Agent

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date Signed

**Illinois Addendum to Membership Agreement**

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994), PBC, LLC (“**PBC**”) and \_\_\_\_\_ (“**Member**”), hereby amend the Membership Agreement between them dated \_\_\_\_\_ (the “**Membership Agreement**”) as follows:

1. The following sentence is added to the end of Section 11.1, concerning choice of law:

To the extent that this provision conflicts with Illinois law, Illinois law will control.

2. The following sentence is added to the end of the Membership Agreement:

Section 41 of the Illinois Franchise Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

3. The following sentence is added to the end of Section 3 (Term) and Section 9 (Assignment and Transfer):

Section 705/19 and 705/20 of the Illinois Franchise Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 applicable to the provisions are met independent of this Addendum.

5. All other provisions of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum, intending for it be effective on the “Effective Date” identified in the Membership Agreement.

**PBC, LLC**

**[Member]**

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

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

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

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

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

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

**Maryland Addendum to Membership Agreement**

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., Bus. Reg. §§ 14-201 – 14-233 (2004 Repl. Vol.) (the “Maryland Franchise Registration and Disclosure Law”), PBC (“**PBC**”) and \_\_\_\_\_ (“**Member**”), hereby amend the Membership Agreement (our franchise agreement) between them dated \_\_\_\_\_ (the “**Membership Agreement**”) as follows:

1. Any provision requiring Member to sign a general release of any and all claims against PBC shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any provision requiring PBC to bring an action against Member in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. Member may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. All representations requiring prospective franchisees to asset to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Notwithstanding anything to the contrary contained in the Membership Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Maryland law applicable to the provisions are met independent of this Addendum.

6. All other provisions of the Membership Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum, intending for it be effective on the “Effective Date” identified in the Membership Agreement.

**PBC, LLC**

**[Member]**

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

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



## Minnesota Addendum to Membership Agreement

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchises Act, Minn. Stat. Section 80.01 et seq. and rules and regulations promulgated thereunder, PBC, LLC (“PBC”) and \_\_\_\_\_, (“Member”), hereby amend the Membership Agreement between them dated \_\_\_\_\_ (the “Membership Agreement”) as follows:

1. Section 7 of the Franchise Agreement is amended so that Section 7.6 is added and will state:

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logos or other commercial symbols (“Marks”) or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), PBC will reimburse Member for any costs that Member incurs in the defense of its right to use the Marks, so long as Member was using the Marks in the manner that PBC authorized, and so long as PBC is timely notified of the claim and given 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.

2. Minnesota Law. The following paragraphs are added to the end of the Membership Agreement:

With respect to franchises governed by Minnesota law, PBC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

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

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

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

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Minnesota Franchises Act applicable to the provisions are met independent of this Addendum.

4. All other provisions of the Membership Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum, intending for it be effective on the “Effective Date” identified in the Membership Agreement.

**PBC, LLC**

**[Member]**

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

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

## Washington Addendum to Membership Agreement

For purposes of complying with the requirements of Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 – 19.100.940 (1991) (the “WFIPA”), PBC, LLC (“PBC”), and \_\_\_\_\_ (“Member”), hereby amend the Membership Agreement between them dated \_\_\_\_\_ (the “Membership Agreement”) as follows:

1. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

2. The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with 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 PBC including the areas of termination and renewal of your franchise.

3. The following paragraphs are added to the end of the Membership Agreement:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Membership 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 Membership Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

In the event of a conflict between the Washington Franchise Investment Protection Act (the “Act”) and the law chosen in the Membership Agreement, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise 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, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

You have the right to terminate the Membership Agreement on any grounds permitted by law.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained

in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

4. This Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the WFIPA applicable to the provisions are met independently without reference to this Addendum.

5. All other provisions of the Membership Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum, intending for it be effective on the "Effective Date" identified in the Membership Agreement.

**PBC, LLC**

**MEMBER**

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

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

**ATTACHMENT 3**  
**PBC, LLC, d/b/a PACKAGEHUB BUSINESS CENTERS**  
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Operations Manual  
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**ATTACHMENT 4**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**FINANCIAL STATEMENTS**

**These Financial Statements Have Been Prepared Without An Audit. Prospective Franchisees or Sellers of Franchises Should Be Advised That No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion With Regard to their Content or Form.**



# **PBC, LLC**

## **Financial Statements**

*As of September 30, 2023  
and for the nine months then ended*

PBC, LLC

Financial Statements

As of September 30, 2023  
and for the nine months then ended

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## Independent Accountant's Compilation Report

To the Members  
PBC, LLC  
Richardson, Texas

Management is responsible for the accompanying financial statements of PBC, LLC, which comprise the balance sheet as of September 30, 2023 and the related statements of operations and changes in members' equity for the nine months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and equity. Accordingly, the financial statements are not designed for those who are not informed about such matters.

**A+G LLP**

Dallas, Texas  
December 14, 2023

**Balance Sheet**

As of September 30,

2023

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**Assets**

Current assets:

Cash and cash equivalents	\$	237,820
Accounts receivable		46,153
Total current assets		<hr/> 283,973

Property and equipment, net 1,455

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**Total assets** \$ 285,428

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**Liabilities and Members' Equity**

Current liabilities:

Accounts payable and accrued expenses	\$	98,657
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Members' equity 186,771

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**Total liabilities and members' equity** \$ 285,428

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**Statement of Operations**

For the nine months ended September 30,

2023

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Revenue

Membership fee revenue	\$	524,625
Other revenue		61,975
Total revenues		<hr/> 586,600

General and administrative expenses:

Advertising and marketing		95,642
Personnel costs		131,840
Professional fees		240,509
Facilities costs		20,146
Depreciation		188
Other general and administrative expenses		47,741
Total general and administrative expenses		<hr/> 536,066

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<b>Net income</b>	\$	<b>50,534</b>
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**Statement of Changes in Members' Equity**

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Balance at December 31, 2022	\$	226,237
Net income		50,534
Members' distributions		(90,000)
<b>Balance at September 30, 2023</b>	<b>\$</b>	<b>186,771</b>

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# **PBC, LLC**

## **Financial Statements**

*As of December 31, 2022 and 2021*

*and for the years ended December 31, 2022, 2021 and 2020*

PBC, LLC

Financial Statements

As of December 31, 2022 and 2021  
and for the years then ended December 31, 2022, 2021 and 2020

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**Dallas Office**  
2425 N Central Expy.  
**Suite 200**  
Richardson, TX 75080  
Phone 972 238 5900  
Fax 972 692 5357

[www.agllp-cpa.com](http://www.agllp-cpa.com)

## **Independent Auditor's Report**

To the Members  
PBC, LLC  
Richardson, Texas

### **Report on the Financial Statements**

#### ***Opinion***

We have audited the financial statements of PBC, LLC (the "Company"), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in members' equity and cash flows for the years ended December 31, 2022, 2021 and 2020, and related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of PBC, LLC as of December 31, 2022 and 2021, and the results of its operations, changes in members' equity and cash flows for the years ended December 31, 2022, 2021 and 2020 in conformity with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of PBC, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about PBC, LLC ability to continue as a going concern within one year from the date the financial statements are issued.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness PBC, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used, and the reasonableness of, significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about PBC, LLC 's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

**A+G LLP**

A&G, LLP  
Dallas, Texas  
April 30, 2023

**Balance Sheets**

As of December 31,

**2022**

2021

**Assets**

Current assets:

Cash and cash equivalents	\$ 282,214	\$ 140,144
Accounts receivable, net	<u>64,654</u>	<u>-</u>
Total current assets	<b>346,868</b>	140,144

<b>Total assets</b>	<b>\$ 346,868</b>	<b>\$ 140,144</b>
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**Liabilities and Members' Equity**

Current liabilities:

Accounts payable and accrued expenses	\$ 120,631	\$ 7,003
Total current liabilities	<u>120,631</u>	<u>7,003</u>

Members' equity	<b>226,237</b>	133,141
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<b>Total liabilities and members' equity</b>	<b>\$ 346,868</b>	<b>\$ 140,144</b>
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**Statements of Operations**

For the years ended December 31,	2022	2021	2020
<b>Revenues:</b>			
Membership fee revenue	\$ 551,850	\$ 348,980	\$ -
Other revenue	63,626	-	-
Total revenues	615,476	348,980	-
<b>General and administrative expenses:</b>			
Advertising and marketing	188,570	116,938	54,119
Personnel costs	169,384	-	-
Management fee	-	49,500	-
Professional fees	63,405	54,674	72,605
Facilities costs	18,751	7,774	-
Other general and administrative expenses	32,270	22,651	7,156
Total general and administrative expenses	472,380	251,537	133,880
<b>Net income (loss)</b>	<b>\$ 143,096</b>	<b>\$ 97,443</b>	<b>\$ (133,880)</b>

**Statements of Changes in Members' Equity**

For the years ended December 31,

	<b>2022</b>	2021	2020
Balance at beginning of year	\$ 133,141	\$ 35,698	\$ 39,578
Net income (loss)	143,096	97,443	(133,880)
Contributions from members	-	-	130,000
Distributions to members	(50,000)	-	-
<b>Balance at end of year</b>	<b>\$ 226,237</b>	<b>\$ 133,141</b>	<b>\$ 35,698</b>

**Statements of Cash Flows**

For the years ended December 31,

**2022**

2021

2020

**Operating Activities**

Net income (loss)	\$ 143,096	\$ 97,443	\$ (133,880)
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Changes in operating assets and liabilities:

Accounts receivable	(64,654)	-	-
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Accounts payable and accrued expenses	113,628	(912)	(15,056)
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Net cash provided (used) by operating activities	192,070	96,531	(148,936)
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**Investing Activities**

Net cash provided by investing activities	-	-	-
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**Financing Activities**

Contributions from members	-	-	130,000
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Distributions to members	(50,000)	-	-
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Net cash provided (used) by financing activities	(50,000)	-	130,000
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Net increase (decrease) in cash and cash equivalents	142,070	96,531	(18,936)
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Cash and cash equivalents, beginning of year	140,144	43,613	62,549
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Cash and cash equivalents, end of year	\$ 282,214	\$ 140,144	\$ 43,613
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**NOTES TO FINANCIAL STATEMENTS**

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**1. Organization and Operations****Description of Business**

PBC, LLC (the “Company”) is a limited liability company operating under the laws of the State of Delaware. References in these financial statement footnotes to “Company”, “we”, and “us” and “our” refer to the business of PBC, LLC. The Company was formed and began operations on June 6, 2019.

The Company offers franchises which provide an integrated bundle of programs and services, including programs and services for collective purchasing and advertising for customers of independent mailing centers and the distribution of related supplies under the trade name and service mark “PackageHub Business Centers”.

**Going Concern**

Management has evaluated our ability to continue as a going concern as of December 31, 2022. Due to the positive earnings and cash flows from operations, we have concluded that there is not significant doubt about our ability to continue as a going concern.

**COVID-19**

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption. The full impact of the pandemic will continue to depend on future developments, including the continued spread and duration of the pandemic, the emergence of future variant strains of COVID-19, the availability and distribution of effective medical treatments or vaccines as well as any related federal, state or local governmental orders or restrictions. Accordingly, the Company cannot reasonably determine the ultimate impact the COVID-19 pandemic will have on its future results of operations due to the continuing uncertainty surrounding the pandemic’s magnitude and duration.

**2. Significant Accounting Policies****Basis of Accounting**

The Company uses the accrual basis of accounting in accordance with the accounting principles generally accepted (“GAAP”) in the United States. Under this method, revenue is recognized when earned and expenses are recognized as incurred.

**Use of Estimates**

The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition and allowance for doubtful accounts. Actual results could differ from those estimates.

**Comparative Financial Statements**

Certain prior period amounts have been reclassified to conform to current year presentation.

## NOTES TO FINANCIAL STATEMENTS

**2. Significant Accounting Policies (continued)****Fair Value**

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses. The carrying values of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

**Level 1:** Quoted market prices in active markets for identical assets and liabilities.

**Level 2:** Observable market-based inputs or unobservable inputs that are corroborated by market data.

**Level 3:** Unobservable inputs that are not corroborated by market data

**Cash and Cash Equivalents**

For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

**Accounts Receivable**

The balance in accounts receivable consists of other fees due from Pitney Bowes, less an allowance for doubtful accounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Accounts aged longer than thirty days are considered past due. No interest is charged on outstanding receivables. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for doubtful accounts.

**Revenue Recognition**

The Company recognizes revenue in accordance with FASB ASC 606-10-25, *Revenue from Contracts with Customers*.

The Company generates revenues and earns fees from PackageHub Business Centers. The Company provides the use of trademarks, system, training, opening assistance and center operating assistance in exchange for membership fees when a franchised center is opened. Initial franchise fees are not required in this contract. A franchise agreement establishes a PackageHub Business Center developed in one or multiple defined geographic area and provides for one calendar years (1 years) initial term with renewal of additional one-years periods.

Membership fees are recorded and recognized as revenue on monthly basis throughout the term of the franchise agreement, when a PackageHub Business Center is opened. Transfer and renewal fees will not be required, but approval must be granted.

In January 2022, the Company entered into a master services agreement with Pitney Bowes Global Logistics LLC ("Pitney Bowes" or "PB") in which the Company will provide the returns processing services for PB client customers. Other revenue consists of other fee revenue earned from each qualified returns from PB client customers through the Company's locations.



## NOTES TO FINANCIAL STATEMENTS

**2. Significant Accounting Policies (continued)****Advertising**

All costs associated with advertising and marketing are expensed in the period incurred. The advertising and marketing expense for the years ended December 31, 2022, 2021 and 2020 was \$188,570, \$116,938 and \$54,119, respectively.

**Income Taxes**

The Company is a limited liability company and has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, effective October 10, 2019. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the members are taxed on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. The company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

**Recent Accounting Pronouncements**

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments", and subsequent amendments to the initial guidance, ASU 2019-10. This accounting standard changes the methodology for measuring credit losses on financial instruments, including trade accounts receivable, and the timing of when such losses are recorded. ASU No. 2016-13 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2022. The Company is currently evaluating the impact of adopting ASU No. 2016-13 on its financial statements.

We reviewed all other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

**3. Certain Significant Risks and Uncertainties**

The Company maintains its cash in a bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

**4. Revenue****Disaggregation of Revenue**

The following table disaggregates revenue by source for the years ended December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Over Time:			
Membership fee revenue	\$ 551,850	\$ 348,980	\$ -
Point in Time:			
Other revenue	63,626	-	-
Total revenues	<u>\$ 615,476</u>	<u>\$ 348,980</u>	<u>\$ -</u>

## NOTES TO FINANCIAL STATEMENTS

**5. Accounts Receivable**

Accounts receivable consisted of the following at December 31:

	<b>2022</b>	2021
Accounts receivable	\$ 64,654	\$ -
Less: allowance for doubtful accounts	-	-
Accounts receivable, net	<u>\$ 64,654</u>	<u>\$ -</u>

For the years ended December 31, 2022, 2021 and 2020, bad debt expense was \$0.

**6. Income Taxes**

The Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the members are liable for individual federal income taxes on the taxable income.

The Company files income tax returns in the U.S. federal jurisdiction and the state jurisdictions in which it operates. The Company is subject to routine audits; however, there are currently no audits for any tax periods in progress.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Management's determination of the taxable status of the entity, including its status as an S Corporation, a pass through entity, is a tax position that is subject to consideration of uncertainty. The Company believes it has complied with all regulations required to maintain its status as an S Corporation and more likely than not, this status would hold up under examination. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2022 and 2021.

**7. Related Party Transactions**

The Company's affiliate, Retail Shipping Partners, Inc. ("RSA"), allocates a portion of its monthly expenses to the Company starting in August 2021. The Company's expenses allocated from its affiliate for the years ended December 31, 2022, 2021 and 2020 are included in the following table:

	<b>2022</b>	2021	2020
Management fee	\$ -	\$ 49,500	\$ -
Facilities costs	18,751	7,774	
Other general and administrative expenses	1,272	530	-
Total	<u>\$ 20,023</u>	<u>\$ 57,804</u>	<u>\$ -</u>

NOTES TO FINANCIAL STATEMENTS

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**8. Commitments and Contingencies**

**Litigation**

Various legal actions and claims which may arise in the normal course of business may be pending against the Company from time to time. It is the opinion of management, based on consultation with counsel, that the ultimate resolution of these contingencies will not have a material effect on the financial condition, results of operations or liquidity of the Company.

**9. Subsequent Events**

The Company has evaluated subsequent events through April 30, 2023, the date the financial statements were available to be issued.

**ATTACHMENT 5**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**LIST OF STATE ADMINISTRATORS**

## LIST OF STATE ADMINISTRATORS

### California

Commissioner of Financial Protection and  
Innovation  
320 West 4th Street, Suite 750  
Los Angeles, California 90013  
(866) 275-2677  
[www.dfpi.ca.gov](http://www.dfpi.ca.gov)  
Ask.DFPI@dfpi.ca.gov

### Hawaii

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

### Illinois

Office of Attorney General  
500 S. Second Street  
Springfield, Illinois 62701  
(217) 782-4465

### Indiana

Franchise Section  
Securities Division  
302 W. Washington St., Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

### Maryland

Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202  
(410) 576-6360

### Michigan

Consumer Protection Division  
Antitrust and Franchise Unit  
Department of Attorney General  
525 W. Ottawa St.  
G. Mennen Williams Bldg., 1<sup>st</sup> Floor  
PO Box 30212  
Lansing, Michigan 48909  
(517) 335-7622

### Minnesota

Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

### New York

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
212-416-8222

### North Dakota

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol – 5<sup>th</sup> Floor Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

### Rhode Island

Securities Division  
Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 68-2  
Cranston, Rhode Island 02920  
(401) 462-9527

### South Dakota

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

### Virginia

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

### Washington

Department of Financial Institutions  
Securities Division  
P.O. Box 9033  
Olympia, Washington 98507  
(360) 902-8760

### Wisconsin

Franchise Administrator  
Division of Securities  
Department of Financial Institutions  
345 West Washington Avenue  
Madison, Wisconsin 53703  
(608) 266-8557

**ATTACHMENT 6**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**LIST OF AGENTS FOR SERVICE OF PROCESS**

## LIST OF AGENTS FOR SERVICE OF PROCESS

### California

Commissioner of Financial Protection and Innovation  
Department of Financial Protection and Innovation  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013  
[www.dfpi.ca.gov](http://www.dfpi.ca.gov)  
Ask.DFPI@dfpi.ca.gov

### Hawaii

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

### Illinois

Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62701

### Indiana

Indiana Secretary of State  
Securities Division  
302 W. Washington Street., Room E-111  
Indianapolis, Indiana 46204

### Maryland

Maryland Securities Commissioner  
Maryland Division of Securities  
200 St. Paul Place  
Baltimore, Maryland 21202-2021

### Michigan

Michigan Department of Attorney General  
Consumer Protection Division  
Attn: Franchise Section  
525 West Ottawa Street  
G. Mennen Williams Bldg., 1<sup>st</sup> Floor  
Lansing, Michigan 48913

### Minnesota

Minnesota Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101-2198

### New York

Secretary of the State of New York  
One Commerce Plaza  
99 Washington Avenue  
Albany, New York 12231

### North Dakota

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, Fifth Floor Dept 414  
Bismarck, North Dakota 58505

### Oregon

Division of Consumer and Business Services  
Finance and Corporate Securities  
350 Winter Street N.E.  
Labor and Industries Building, Room 21  
Salem, Oregon 97310

### Rhode Island

Director, Department of Business Regulation  
Securities Division  
1511 Pontiac Avenue, Bldg. 68-2  
Cranston, Rhode Island 02920

### South Dakota

Division of Insurance  
Securities Regulation  
124 South Euclid, Suite 104  
Pierre, South Dakota 57501

### Texas

Elise S. Barajas  
1601 Elm Street, Suite 4600  
Dallas, Texas 75201

### Virginia

Clerk of the State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor  
Richmond, Virginia 23219

### Washington

Director of Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98501

### Wisconsin

Administrator, Division of Securities  
Department of Financial Institutions  
345 West Washington Street, 4<sup>th</sup> Floor  
Madison, Wisconsin 53703

**LIST OF CURRENT FRANCHISEES**  
**Current as of December 31, 2022**

**ATTACHMENT 7**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**LIST OF CURRENT AND FORMER FRANCHISEES**



**LIST OF CURRENT FRANCHISEES**  
**Current as of December 31, 2022**

<b>LegalName</b>	<b>Address1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Telephone</b>
HDAH Inc.	206 E Upham St	Marshfield	WI	54449	715.384.6967
Pack and Ship, LLC	905 George St	De Pere	WI	54115-2917	920.337.9280
EZ Pack N Ship Etc., Inc.	8032 22nd Ave	Kenosha	WI	53143-6208	262.654.8000
St. Croix Shipping and Handling, LLC.	2163 US Highway 8, Suite 100	Saint Croix Falls	WI	54024	715.483.2677
Isthmus Foods, LLC	200 E Verona Ave	Verona	WI	53593-1223	608.845.1430
Pack and Ship and More Store	1366 E Sumner St	Hartford	WI	53027-1614	262.673.2217
Grant Endeavors, LLC	117 Watson St	Ripon	WI	54971-1326	920.273.3044
Pack & Ship LTD.	333 W Brown Deer Rd, Unit G	Bayside	WI	53217-2372	414.228.8131
The Shipping Mill, llc	3434 Mill Rd	Sheboygan	WI	53083-2058	920.803.5065
Postal & Office Express LLC	4380 67th Dr	Union Grove	WI	53182	262.864.4044
Pack Ship International LLC	N168W20379 Main St	Jackson	WI	53037-9370	262.888.7447
Postal Dispatch Business Center	5123 W 98th St	Bloomington	MN	55437	952.345.1879
POST-HASTE Business Solutions LLC	38868 12th Ave	North Branch	MN	55056	651.237.1115
Cloquet Mail Station Inc.	1110 Cloquet Ave	Cloquet	MN	55720	218.879.6776
Trinity Corporation Inc.	14870 Granada Ave	Apple Valley	MN	55124-5514	952.432.4880
R And D Enterprises of Northfield LLC	204 7th St W	Northfield	MN	55057	507.645.1610
TNT Stores ll LLC	507 Minnesota Ave. West	Walker	MN	56484	218.547.7771
Gentner Enterprises, Inc.	1416 S Main St, Suite 220	Adrian	MI	49221	517.265.4072
Custom Box Company LLC	1098 Ann Arbor Rd W	Plymouth	MI	48170-2129	734-453-0808
Post Express Inc	6659 Schaefer Rd	Dearborn	MI	48126	313.457.0280
Best Way Pack & Send	15001 Kercheval Ave	Grosse Pointe Park	MI	48230-1361	313.882.4325
The Shipping Department LLC	430 E 8th St	Holland	MI	49423-3751	616.396.2642
Mailbox City Inc.	40315 Michigan Ave	Canton	MI	48188-2908	734.275.0075
Postal Plus Prints LLC	7050 Dexter Ann Arbor Rd Ste 300	Dexter	MI	48130-8659	734.253.2439
Gentner Enterprises, Inc.	1440 W Chicago Blvd	Tecumseh	MI	49286-1580	517-301-3012
Joi Business Center LLC	1643 Holmes Rd	Ypsilanti	MI	48198-4155	7343402692
Shaheen Import & Export Inc.	21366 Hall Rd	Clinton Township	MI	48038-1539	586.421.4767
Total Choice Shipping and Printing	800 4th Ave	Grinnell	IA	50112-2041	641-236-7447
Granneman - Brown Enterprises Inc.	619 Church St	Ottumwa	IA	52501	641-682-7374
MBIC, LLC	308 E Burlington St	Iowa City	IA	52240-1602	319-354-2113
Baltek Innovations Inc.	809 W 8th St	Pella	IA	50219-2302	641-628-4888
Sai Kuber Corp.	244 S Randall Rd, South of Rt. 20	Elgin	IL	60123	847.468.7678

**LIST OF CURRENT FRANCHISEES**  
**Current as of December 31, 2022**

Deva Deva Inc/ Dba Postal Shoppe	1643 N Alpine Rd Ste 104	Rockford	IL	61107-1464	8153977301
Eagle Express Mail, LLC	333 W Bethalto Dr Ste C	Bethalto	IL	62010-1916	618.377.6245
The Boxes etc.	790 Royal Saint George Dr, Suite 141	Naperville	IL	60563-1499	630-717-1351
Eagle Express Mail	637 W Highway 50	O Fallon	IL	62269-1941	618.632.0022
The Shipping Point, Inc	6615 Grand Ave	Gurnee	IL	60031-4591	847.336.6000
Deva Deva Inc/ Dba Postal Shoppe	2205 S Perryville Rd	Rockford	IL	61108-8209	815.484.0940
Gracie Inc.	3309 Robbins Rd	Springfield	IL	62704	217-862-2060
Bramkomack Enterprises	5343 Belleville Crossing St	Belleville	IL	62226-3108	618.235.6080
Eagle Express Mail LLC	12603 State Route 143 Ste G	Highland	IL	62249-1199	618.651.4700
Gordon Services Depot, LLC	2405 Essington Rd Ste B	Joliet	IL	60435-1204	(815) 436-5050
Inbox & More, LLC.	2515 Waukegan Rd	Bannockburn	IL	60015-1569	847.607.8873
4 MONTROSE INC	4000 W Montrose Ave	Chicago	IL	60641-2140	7737257000
Grace DeKalb Inc.	1005 W Lincoln Hwy	DeKalb	IL	60115-3019	815.517.1738
COPY N SHIP SERVICES LLC	1624 Carlyle Ave	Belleville	IL	62221-4558	618.416.3600
The Custom Press LLC	3833 E Main St	Saint Charles	IL	60174-2424	630.940.2418
JL Shipping LLC	2000 W Addison St	Chicago	IL	60618-6364	773.697.8743
TMBS of Naperville LLC	2735 Hassert Blvd, Suite 135	Naperville	IL	60564-5205	331.231.2050
Insuredway Insurance Agency INC	7012 W 111th St	Worth	IL	60482-1827	708.840.8400
Presse Enterprises, Inc	1048B Sagamore Pkwy W	West Lafayette	IN	47906-1446	765-497-1133
United Postal Express, Inc.	8063 Madison Ave	Indianapolis	IN	46227-6001	317.885.8081
SK Renascent Ventures, Inc.	4084 Pendleton Way	Indianapolis	IN	46226-5224	317.541.1940
R and D of Marion, Inc.	1408 S Western Ave	Marion	IN	46953-1540	765.662.0707
MDS Pack2Ship LLC	3639 Nichol Ave	Anderson	IN	46011-3064	765.374.3825
Hoosier Postal Plus, LLC	13115 Wicker Ave, Unit A	Cedar Lake	IN	46303-7401	219-401-8145
BG Express Shipping Packing and More LLC	17 N 5th Ave	Beech Grove	IN	46107-1325	317.220.8682
EM Global, LLC.	326 E Court Ave	Jeffersonville	IN	47130-3412	812.590.8090
Teeshot Enterprises, LLC	4496 Mahoning Ave	Youngstown	OH	44515-1601	330.792.2627
The Neighborhood Office LLC	8584 Washington St Ste B	Chagrin Falls	OH	44023-5305	440.708.0101
Pack & Post	925 S Clinton St	Defiance	OH	43512-2798	419-782-5309
The Village Post LLC	6809 Main St	Cincinnati	OH	45244-3470	513-873-3330

**LIST OF CURRENT FRANCHISEES**  
**Current as of December 31, 2022**

Beach Box Etc. Inc.	46 Shopping Plz	Chagrin Falls	OH	44022-3022	440.247.9340
Walsh Investments Inc	2606 Hilliard Rome Rd	Hilliard	OH	43026-9468	614.541.9907
Spenicole LLC	5517 N Farmer Branch Rd	Ozark	MO	65721-5315	417.582.6245
Pack 'N' Mail, Mailing Center Inc.	540 E Young Ave Ste A	Warrensburg	MO	64093-1250	660.747.2799
Courtright Jones LLC	7827 Town Square Ave Ste 104	O Fallon	MO	63368-7199	636.561.3366
MNG Enterprises LLC	305 S Kyler St	Monett	MO	65708-2603	417.236.8672
Mailbox It LLC	426 W Fir Rd	Carthage	MO	64836	417.359.0200
American Development Services Corporation	1400 Forum Blvd Ste 7A	Columbia	MO	65203-1997	573-446-0447
MACS Postal LLC	2131 W Republic Rd	Springfield	MO	65807-5705	417-886-6245
Greenfield & Company LLC	213 Saint Robert Blvd Ste 3	Saint Robert	MO	65584-3323	573-336-5555
UNLIMITED MAILING SOLUTIONS, LLC.	770 Market St	Farmington	MO	63640-1951	573.915.5233
SVS Holdings, LLC	4050 Pennsylvania Ave, #115	Kansas City	MO	64111-3041	8167052244
Rapid Ship Republic, LLC.	513 US Highway 60 E	Republic	MO	65738-1320	417.647.5000
Packages Plus	117 E 18th St	Owensboro	KY	42303-3752	270.684.8000
Bluehawk Shipping Company, Inc.	11709 Roe Ave Ste D	Leawood	KS	66211	913.469.4115
47th Mail & Print LLC	4925 S Broadway Ave	Wichita	KS	67216	316.636.7200
Erie Pack & Ship LLC	5148 Peach St	Erie	PA	16509-2475	814.864.8454
YCP Shipping Solutions, LLC dba Postal Connections of	211 Pauline Dr	York	PA	17402-4637	717.718.1773
RDR Investments, Inc.	1653 Lititz Pike	Lancaster	PA	17601-6507	717.399.9076
Nerno, Inc.	4387 W Swamp Rd	Doylestown	PA	18902	215-345-4930
Paris Green Solutions LLC	5246 Simpson Ferry Rd	Mechanicsburg	PA	17050-3514	717.766.0335
Mail Dock Business Center LLC	1594 Cumberland St	Lebanon	PA	17042	717-274-6600
Hosang Direct LLC	744 South St	Philadelphia	PA	19147-2023	215-592-8000
US Mailroom	45 E City Ave	Bala Cynwyd	PA	19004-2421	(610) 668-4181
RDR Red Lion LLC	3151 Cape Horn Rd	Red Lion	PA	17356-9071	717.246.3570
RDR Ephrata LLC	848 E Main St Ste 800	Ephrata	PA	17522-2835	717.466.2323
MAYFAIR HUB LLC	7201 Frankford Ave	Philadelphia	PA	19135-1010	215.613.8976
D J & P Venture Inc.	4607 Library Rd Ste 220	Bethel Park	PA	15102-6909	412.283.4046
The Postal Suite, LLC.	12121 Frankstown Rd	Pittsburgh	PA	15235-3403	412.793.3330
Lehigh Valley Mailbox	526 N Saint Cloud St	Allentown	PA	18104-5041	484.268.2874
Mail Package & Print LLC	4712 Penn Ave	Sinking Spring	PA	19608-9672	484.709.2674
Modern Imprint LLC	1993 Hummel Ave, Suite 202	Camp Hill	PA	17011	717-736-7023
Lancaster Shipping LLC.	146 E King St	Lancaster	PA	17602-2832	717.740.5725

**LIST OF CURRENT FRANCHISEES**  
**Current as of December 31, 2022**

PDQ Mail Plus Inc	2005 Palmer Ave	Larchmont	NY	10538-2437	914.833.1133
Boxes And Bytes	1930 Veterans Hwy, Suite 12	Islandia	NY	11749-1599	631.630.3917
Saratoga Classics LLC	641 Grooms Road, Unit 1	Clifton Park	NY	12065-5912	518.371.1560
RJJ of East Setauket, Inc.	248 Route 25A	East Setauket	NY	11733-2954	631-689-8095
ALIF 1 LLC	442 Lorimer St, Ste D	Brooklyn	NY	11206	718.599.5700

**LIST OF FORMER FRANCHISEES**  
**As of December 31, 2022**

<b>Store Name</b>	<b>Store Address</b>	<b>City</b>	<b>State</b>	<b>PostalCode</b>
MailDropSA	6923 W Loop 1604 N Ste 115	San Antonio	TX	78254-2628
Liberty Postal Business Center	2560 King Arthur Blvd Ste 124	Lewisville	TX	75056
Ecafe Business Center	10650 Roe Ave	Overland Park	KS	66207-3907
Porter's Pack & Ship	119 Mount Vernon Ave	Mount Vernon	NY	10550-2459
Postal Depot & Gifts	270 Shaw Ave	Clovis	CA	93612-3806
Capital Postal & Mail Box Service	4409 Elkhorn Blvd	Sacramento	CA	95842-3778
Express Shipping and Services	309 NE 167th St	N Miami Beach	FL	33162-2304
Space Coast Pack & Ship +	190 Malabar Road SW, Suite 120	Palm Bay	FL	32907
Mountainside Parcel & Post	1352 Main St, Suite 4	Young Harris	GA	30582
Pack, Ship & More	335 E Geneva Rd	Carol Stream	IL	60188
United Mail Service	1935 Springbrook Square Dr, Unit 105	Naperville	IL	60564-5948
Oak Street Postal	8710 Oak St	New Orleans	LA	70118-1224
The Shipping Center	2570 7th Ave E, Suite C	North Saint Paul	MN	55109-3055
PackShip USA	7 Hess Rd	Leola	PA	17540-9511
Post & Ship	2509 Ocoee St N Ste A	Cleveland	TN	37312
Post & Ship Ooltewah	5032 Ooltewah Ringgold Rd Ste 120	Ooltewah	TN	37363-7091
MAIL & PRINT Frisco LLC	15922 Eldorado Pkwy Ste 500	Frisco	TX	75035-5880
Lone Star Ship-N-Print	310 S Virginia St	Terrell	TX	75160-3718
The Mail Box Store of Porter Texas	21898 FM 1314 Rd Ste C	Porter	TX	77365-7061
Pack and Go	710 Pondella Rd Ste 7	North Fort Myers	FL	33903-5730
ShipOnSite of Pembroke	707 Union Chapel Rd, 1B	Pembroke	NC	28372-8689
Mission Wrap & Mail	32158 Camino Capistrano Ste 104	San Juan Capistrano	CA	92675-3711
MAIL TO GO	427 E 17th St Ste F	Costa Mesa	CA	92627-4748
Eugene Mailbox Inc	1436 Willamette St	Eugene	OR	97401
Eugene Mailbox Inc	4257 Barger Dr	Eugene	OR	97402-1310
Aloha Ship and Pack	98-820 Moanalua Rd., I5-1	Aiea	HI	96701-5318
Aloha Ship and Pack Mililani	95-390 Kuahelani Ave Ste 3AC	Mililani	HI	96789-1190
The Mail Room	5335 N Kings Hwy	Myrtle Beach	SC	29577
Postal & Printing	11150 Okeechobee Blvd Ste P	Royal Palm Beach	FL	33411-1353
Postal Plus	11024 Balboa Blvd	Granada Hills	CA	91344-5007
Global Groups LLC	3114 Merle Hay Rd	Des Moines	IA	50310
VS Print & Ship +	205 Rockaway Ave	Valley Stream	NY	11580-5825
My Pack & Ship	15271 McGregor Blvd Ste 16	Fort Myers	FL	33908-1900

**EXHIBIT 8**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**STATE EFFECTIVE DATES**

## STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

**ATTACHMENT 9**  
**PBC, LLC d/b/a PACKAGEHUB BUSINESS CENTERS**  
**RECEIPTS**



**RECEIPT**

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

If PBC, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed sale. New York requires that we give you this disclosure document 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 requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If PBC, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the state agencies listed in Attachment 5 to this disclosure document.

**Issuance Date: December 27, 2023**

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number

I received a disclosure document **dated** December 27, **2023** (or the date shown on the State Effective Dates Page) that included the following attachments:

- Attachment 1 State Appendix
- Attachment 2 Membership Agreement and State Addenda
- Attachment 3 Table of Contents for Manual
- Attachment 4 Financial Statements
- Attachment 5 List of State Administrators
- Attachment 6 List of Agents for Service of Process
- Attachment 7 List of Franchisees and Former Franchisees
- Attachment 8 State Effective Dates
- Attachment 9 Receipts

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

\_\_\_\_\_  
Name of corporation or limited liability company (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State where corporation or limited liability company was formed (if applicable)

\_\_\_\_\_  
Print Name/Title

**PLEASE SIGN AND KEEP THIS COPY FOR YOUR RECORDS**

**RECEIPT**

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

If PBC, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed sale. New York requires that we give you this disclosure document 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 requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If PBC, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the state agencies listed in Attachment 5 to this disclosure document.

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- Attachment 8 State Effective Dates
- Attachment 9 Receipts

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

\_\_\_\_\_  
Name of corporation or limited liability company (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State where corporation or limited liability company was formed (if applicable)

\_\_\_\_\_  
Print Name/Title

**PLEASE SIGN AND RETURN THIS COPY TO US**