

Attachment A
to the Franchise Agreement

PROTECTED TERRITORY

CENTER DEVELOPMENT PACKAGE PROVIDED BY POSTNET

Customer Service Counter

A main customer service counter and two 45 degree angled counters. Two of the main service modules include utility drawers, storage shelves, sliding shelves for POS CPU, and a purse shelf/ledge plant on. All main service counter modules feature "floating top" design and are laminated to match interior decor.

Work Stations

Modular work station situated behind main service counter, equipped with utility drawers and enclosed storage compartments. Features "floating top" design and is laminated to match interior decor.

Rolling Work Station

A custom designed mobile work station featuring "floating top" design and laminated to match interior decor.

Copier Work Counter

Free standing fixture finished to match interior decor.

Computer Work Station

Fixture accommodates computer services rental station, flat screen monitor and keyboard and is finished to match interior decor.

Computer Work Counter

Free standing fixture finished to match interior decor.

Merchandising "T" Units

Two custom designed merchandising units with brushed aluminum edges on casters finished to match interior decor.

Convenience Counter

Free-standing convenience podium finished to match interior decor.

24-Hour Access Gate

Brushed aluminum scissors style gate and hardware to separate Mail box area from rest of Center during closed hours. Sized per PostNet plans.

Custom Interior Departmental Signs

Four proprietary designed department signs including Mailboxes, Self/Full Serve Copies, Supplies, and Digital Services.

PostNet Menu Sign

This large informational sign consists of 3 department panels and a logo plate. The overall dimension of the menu when installed is over 9 ½ feet wide and 6 ½ feet high. The sign features channels for pricing and a pricing kit.

Custom Wall Mural

Depending on store width a high impact 16-20 foot wall mural for the back wall of Center.

Custom Flooring

Commercial grade carpet tiles and ceramic tile entry as designated by plans.

Product Lighting

Brushed aluminum track lighting system to highlight the interior graphics of the store. Includes a minimum of 4 tracks with 3 modern cans each.

Window Signs

Illuminated 18" X 30" product/service signs for store front windows. Includes hanging hardware. "FAX & COPIES," "PACKING & SHIPPING", "INTERNET ACCESS", and PRIVATE MAILBOXES.

Exterior Sign

The PostNet proprietary trademark exterior illuminated (if permitted) sign, manufactured and installed to specifications of client's selected location.

Door Logo & ID Signage

The PostNet proprietary trademark and store hours on a self-adhesive decal for the front door and related interior ID signage.

Muzak Sound System

Install the purchased and leased equipment needed to provide Muzak subscription music programming services in accordance with the Music Service Agreement between Muzak and Store Owner.

Slat wall Display

Color coordinated merchandising slat wall display board in all retail areas per plans.

Slat wall Hardware

Sufficient hardware to accommodate the retail plan-o-grams, to include six-inch peg hooks, shelves, paper display shelves and other basket shelves.

Private Mailboxes

Brushed aluminum front load with approximately eighty five (85) openings, each fitted with a heavy duty, non-corrosive lock.

Packing Peanut Dispenser

Gravity feed flowable dispenser will hold 15 cu. ft. of expanded polystyrene loose fill. 6" diameter flexaust wire reinforced tubing with machined scissors valve.

Free-standing Safe

Class 350, 2 hour U.L. fire rating, along with a 30 foot drop test U.L. rating. 5/8" thick front for excellent pry resistance and protection of 2 locking bolts and 2 deadbolts. Sargent and Greenleaf Group 2 mechanical lock with built-in relocking device and shear point handle offering excellent burglary protection. Safe includes bolt-down kit.

PostNet Store Management System

This user friendly system is a fully integrated hardware and software system.

Software:**Point of Sale System**

This module allows full control at the cash register with full integration with other areas of the management system including the database, accounts receivable, and inventory. Reports include sales summary, cash reports, sales by clerk, sales by item, sales by category, sales by hour, sales by payment type, sales audit, and full archive reporting.

Manifest System

This full feature module fully supports UPS, U.S. Postal, and FedEx rates. Features include shopping screens, dim weight calculation, special service rating, and complete reporting capabilities.

Customer Database

The database includes a comprehensive section on customers and the customer's consignees. Complete sorting capabilities are also included as well as list printing and customer label printing.

Inventory/Bar Coding

Full inventory control and sales/profitability tracking is achieved easily with use of the inventory section. Integration allows for deletion of inventory items as they are sold at the point of sale. Reports include information on pricing, availability, physical inventory, and activity.

Accounts Receivable

Track commercial accounts and customer purchases with ease. Features include monthly statements, payment processing, and automatic aging.

Mailbox Manager

Keeps track of all mailbox rentals, billing and forwarding activities.

POS Front Counter System

Hardware:

- CPU – AMD 3100+ Tower, 80 GIG HD, 512M RAM, 52X CDRW, V.92 Modem, 8 ports (3 parallel, 4 USB, 1 serial), Network Enabled, Optical Mouse
- 15” LCD Flat Panel Monitor
- Magnetic Swipe Keyboard
- Surge Protector
- HP Color Report Printer
- Thermal Receipt Printer
- Electronic Steel Cash Drawer
- 150# Electronic Scale w/ Postal Upgrade
- Barcode Scanner
- 1 Scale Cable, and 3 printer cables (1 usb, 2 parallel)
- 5 Rolls Thermal Receipt Paper

Software:

- Windows XP Pro
- ReSource Partner POS
- UPS WorldShip
- Anti-virus Protection (including 1 year of updates)
- Remote Data Backup (including 1 year of service by RDB)
- POS Based postage printing (with 60 days of service from Endicia)
- ReSource Web Assist Technical Support
- Credit Card Processing Software (single user)

Backroom System

Hardware:

- CPU – AMD 3100+ Tower, 80 GIG HD, 512M RAM, 52X CD Rom, 3.5” Floppy Drive, V.92 Modem, 8 ports (3 parallel, 4 USB, 1 serial), Network Enabled, Optical Mouse
- 104 Key Keyboard
- 15” LCD Flat Panel Monitor
- Power Strip

Software:

- Windows XP Pro
- ReSource Partner POS as Client
- UPS WorldShip as Client
- Anti-virus Protection (including 1 year of updates)

Rental Computer Station

Hardware:

- CPU – AMD 3100+ Tower, 80 GIG HD, 512M RAM, DVD-RW drive , 3.5” Floppy Drive, V.92 Modem, 6 ports (1 parallel, 4 USB, 1 serial), Network Enabled, Speakers, Optical Mouse
- 19” LCD Flat Panel Monitor
- 104 Key Keyboard

- Power Strip

Software:

- Windows XP Pro
- Microsoft Office Professional
- Adobe Photo Shop Elements 4.0
- Anti-virus Protection (including 1 year of updates)

Network

- Network Security Firewall Router: 4 port with DMZ
- 4 port Expansion Switch
- (3) 15 ft network patch cables to go from each computer to wall jack.
- (2) 25 ft network patch cables to go from each copier
- ReSource Multi-machine License
- Complete setup and testing

Plain Paper Facsimile Machine

33.6 Modem Speed, 1 MB Standard Memory (60 pages), 20 page document feeder, 150 Sheet Paper Tray capacity, automatic redial, 64 level gray scale, 18 one touch numbers, 82 auto dial numbers, 3-second quick scan, automatic legal to letter reduction, standard printer interface and software for Windows, scan to PDF, scan to e-mail, print resolution 600 dpi.

Laminator

A 12" pouch laminator, to include an assortment of laminating pouches.

Digital Passport Photo/ID/Image Capture Camera

Able to produce high quality passport photos, ID photos, and capture images digitally for output on special photo stock quickly and easily. Includes printing device, media, and related supplies.

Punch & Binder Starter Package

C-24 legal size punch and bind unit. Starting inventory of covers & binding combs.

UniBind System

Binding system designed for the SteelCover product line. Features two independent 1" binding sections, this system will bind two 1" documents or eight 1/8" documents per minute. With no holes to punch this design insures perfect document binding automatically. Includes starter cover kit, workstation, sample kit, display, and Unibind signage.

Business Card Slitter

Extra workstation allows for scoring & perforating. Slits and cuts 8 1/2 x 11in card into 2 strips of 3 1/2 x 11in in the first pass, then finishes the job by cutting the cards into 5 up 2 x 3 1/2in. Fast and easy adjustment and setup. Adjustable Paper Guides. Pre-spaced Blades. Durable Semi-Self Sharpening Blades. Off and On Feed Control. Friction Feed.

Folding Machine

This high-speed machine automatically feeds and folds a stack of documents up to 11"x 17". There is a precision skew adjustment. This folder creates six different folds: letter, half, z-fold,

double parallel, French, and cross folds and has an operating speed of 10,800 sheets per hour. Handles sheet sizes from 3.5" x 5" to 11" x 17," 16 to 80 lb. bond.

Padding Press

Heavy-duty clamp provides consistent pressure. Flip-up provides easy access to the lay edge of the paper. Accommodates sheets up to 13in x 17 3/4in. Heavy-duty steel construction.

Table Top Paper Cutter

Includes all the heavy-duty features needed to cut large stacks of paper. Cuts a stack of paper up to 15 3/8in wide and 1 1/2in thick. Safety blade latch prevents cutting until released. Adjustable back gauge. Positive clamp holds stack in place, eliminating shifting and tearing. All steel construction. Non-skid feet and Plexiglas safety shield.

Rotary Trimmer

High Precision 18 Inch paper trimmer / cutter. Trims paper stocks, coated stocks, films, and other substrates. Heavy duty 3/4 inch thick wood base. Self sharpening steel rotary blades for cutting up to 10- sheets of 20 lb paper at one time. Fully enclosed rotary blade for safe operation. Non skid feet.

POSTNET 2006 Merchandising Program

This fully integrated program includes the most popular SKUs in the office product, and packaging product lines and has been engineered to maximize retail sales in these categories. Includes reorder tags, pricing labels, and plan-o-grams.

Packaging and Shipping Supplies

Assorted shipping boxes, tape, cushion mailers, bubble wrap for packaging service and retail sales.

Start-up Paper Inventory

Initial inventory of production copy paper, flyer papers, transparencies and premium papers.

Specialty Packaging Trade Equipment and Supplies

Specialty packaging equipment includes XHD glue gun, scoring tool, box sizing tool, hot knife, strapping kit, and related tape dispensers and box cutters. Starting inventory of labels, corner kits, glass and dish packs, and protectors also included.

Greeting Card Inventory

High quality inventory of cards including 60 pockets of 6 cards each, slatwall display hardware, and point of purchase signage.

POSTNET'S RESPONSIBILITIES

PostNet's customary build-out is typically performed in an 800 - 1200 sq. ft. space (secured by Franchisee) that meets the following specifications:

Vanilla Shell

Franchisee's unit is to be delivered to PostNet in "vanilla shell" condition. For the purpose of this Attachment B, "vanilla shell" is outlined as follows:

- Finished interior walls ready for paint.
- Finished ceiling
- Finished floor (ready for floor covering)

Restroom facilities, renovation in the storage or receiving area, electrical outlets, telephone lines, HVAC, lighting and/or sprinkler systems are not within the scope of PostNet's responsibilities.

Mailbox Structure

The mailbox structure will be built according to Franchisee's approved layout and finished according to plan. The typical mailbox structure is approximately ten (10) feet long and three (3) feet wide. Includes installation of 24-hour access gate.

Installation

Services include the installation of the main service counter modules, placement and installation of packaging and equipment stations (hardware included), installation of the private mailboxes, and placement of the convenience counters as called for in the plan.

Slatwall Installation

PostNet provides color coordinated 4' x 8' interior slatwall wall boards. The plan will call for placement of slatwall around the perimeter of the location.

Interior Painting and Signage Installation

PostNet will paint all service and retail areas visible to the customer per PostNet specifications and install the PostNet proprietary signage listed in this Exhibit.

Carpeting, Tile, and Base Molding

PostNet will provide carpet and installation of the carpet and base moldings from the service area behind the counter through the retail area of the store and a tile entryway. PostNet does not carpet the backroom, storage or receiving area, or any areas that would not be exposed to the customer. Carpeting consists of commercial grade carpet tiles that are glued directly to the floor. All carpeted areas will be finished with 4" vinyl base molding.

Electrical/Wiring

PostNet will provide the CAT5 cabling for the networking of the computers listed in this Exhibit (or may opt to utilize a wireless network) and the speaker wiring for the sound system. All electrical work is the Landlord or Store Owner's responsibility.

Assignment of Warranties

PostNet will assign to Store Owner any warranties on equipment included as part of the leasehold improvements provided by PostNet that may be provided by the equipment manufacturer or vendor.

Conformance with Laws and Codes

PostNet will provide all leasehold improvements in compliance with all local building laws and regulations.

STORE OWNER'S RESPONSIBILITIES

- Compliance with all State, County, and Municipal business licenses and applicable taxes and/or fees.
- Compliance with all State, County, and Municipal sales and/or use tax licenses.
- Purchase of business liability and premises insurance.
- Obtaining all building inspections and approvals, occupancy and/or construction permits, and architectural drawings, if required in Franchisee's locale.
- Applicable sign permit costs and final electrical connection to exterior sign.
- Installation of track lighting in compliance with local codes.
- Provision of electrical connection for track lighting and above-ceiling electrical outlets for neon window signs.

Materials and/or equipment identified in this Attachment B may be substituted at the sole and absolute discretion of PostNet with products of equal or greater value or performance.

PostNet's Initials: _____
Store Owner's Initials: _____

GUARANTEE AND COVENANTS

As an inducement to POSTNET INTERNATIONAL FRANCHISE CORPORATION (“PostNet”) to execute the Franchise Agreement with _____ (“Store Owner”) dated _____, 200__, and in consideration of PostNet executing the Franchise Agreement and of the sum of One Dollar (\$1.00) now paid by PostNet to Guarantors, the receipt of which is hereby acknowledged, Guarantors jointly and severally agree as follows:

A. GUARANTEE

1. Guarantors shall pay or cause to be paid to PostNet all monies payable by Store Owner under the Franchise Agreement on the date and in the manner required for payment.

2. Guarantors unconditionally guarantee full performance and discharge by Store Owner of all the obligations of Store Owner under the Franchise Agreement on the date and times and in the manner required.

3. Guarantors shall indemnify and save harmless PostNet and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses which PostNet and its affiliates may sustain, incur, or become liable for by reason of:

a. Store Owner’s failure to pay the monies payable pursuant to the Franchise Agreement or to do and perform any other act, matter, or thing required by the Franchise Agreement; or

b. any action by PostNet to collect money from, or obtain performance by, Store Owner of any act, matter, or thing required by the Franchise Agreement.

4. PostNet shall not be obligated to proceed against Store Owner or exhaust any security from Store Owner or pursue or exhaust any remedy, including any legal or equitable relief against Store Owner, before proceeding to enforce the obligations of the Guarantors herein set out, and the enforcement of such obligations may take place before, after, or contemporaneously with, enforcement of any debt or obligation of Store Owner under the Franchise Agreement.

5. Without affecting the Guarantors’ obligations under this Guarantee and Covenants, PostNet, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Store Owner, or settle, adjust, or compromise any claims against Store Owner. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Store Owner.

6. Guarantors' obligations hereunder shall remain in full force and effect, and shall be unaffected by: (i) the unenforceability of the Franchise Agreement against Store Owner; (ii) the termination of any obligations of Store Owner under the Franchise Agreement by operation of law or otherwise; (iii) the bankruptcy, insolvency, dissolution, or other liquidation of Store Owner, including, without limitation, any surrender or disclaimer of the Franchise Agreement by the trustee in bankruptcy of Store Owner; (iv) PostNet's consent or acquiescence to any bankruptcy, receivership, insolvency, or any other creditor's proceedings of or against Store Owner, or by the winding-up or dissolution of Store Owner, or any other event or occurrence which would have the effect at law of terminating the existence of Store Owner's obligations prior to the termination of the Franchise Agreement; or (v) by any other agreements or other dealings between PostNet and Store Owner having the effect of amending or altering the Franchise Agreement or Store Owner's obligations under the Franchise Agreement, or by any want of notice by PostNet to Store Owner of any default of Store Owner or by any other matter, thing, act, or omission of PostNet whatsoever.

B. CONFIDENTIALITY COVENANT

7. Guarantors shall not communicate, divulge, or use for the benefit of anyone else, any confidential information, knowledge, or know-how concerning the methods of operation of either PostNet's or Store Owner's business which may be communicated to Guarantors, or which Guarantors may learn during their association with Store Owner. Guarantors agree that any PostNet or Store Owner manuals, and any and all matters, information, knowledge, know-how, and techniques which PostNet or Store Owner designate as confidential, shall be deemed confidential for purposes of this Guarantee and Covenants, unless and until Guarantors demonstrate that the information has become public knowledge.

C. NON-COMPETITION COVENANT

8. Guarantors shall not, except as otherwise approved in writing by PostNet, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, persons, or legal entity:

a. During any period that (i) Guarantors are officers, directors, employees of Store Owner, or owners of a legal or equitable interest in Store Owner, while, in either circumstance, the Franchise Agreement is in effect; and (ii) divert or attempt to divert any business or customer of Store Owner's PostNet Center to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with PostNet's trademarks or either PostNet's or Store Owner's business; or (iii) own, maintain, advise, operate, engage in, be employed by, make loans to, have any interest in or relationship or association with, a business which offers the same or similar products or services as those offered by PostNet Centers.

b. For a continuous, uninterrupted one-year period commencing upon the earlier of the date that (i) Guarantors' association with or ownership interest in Store Owner terminates, or (ii) Store Owner's post-term non-competition covenant under its Franchise Agreement with PostNet terminates, either directly or indirectly, for him/herself, or through, on

behalf of, or in conjunction with any person, persons, or legal entity (including legal entities which own, are owned by, or are under common ownership with Store Owner), own, maintain, advise, operate, engage in, lease to, be employed by, make loans to, or have any interest in or relationship or association with a business which offers the same or similar products or services as those offered by PostNet Centers, and which are located in or within a ten-mile radius of the Protected Territory granted to Store Owner under its Franchise Agreement with PostNet.

9. Sections 7 and 8 shall not apply to the ownership by Guarantors of less than five percent of the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

10. Guarantors' obligations under Sections 7 and 8 of this Agreement shall be subject to the following provisions:

a. If all or any portion of either Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which PostNet is a party, Guarantors shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

b. PostNet shall have the right, in its sole discretion, to reduce the scope of any covenant or any portion thereof set forth in either Section, without Guarantors' consent, effective immediately upon receipt by Individual of written notice thereof; and Guarantors agree that they shall comply forthwith with any covenant as so modified.

c. The existence of any claims which Individual may have against PostNet or Store Owner shall not constitute a defense to the enforcement by PostNet or Store Owner of the provisions of this Guarantee and Covenants.

10. Guarantors understand and acknowledge that any failure to comply with the confidentiality and non-competition covenants of this Guarantee and Covenants will result in irreparable injury to PostNet for which no adequate remedy at law may be available, and Guarantors consent to the issuance of, and agree to pay, all court costs and reasonable attorneys' fees incurred by PostNet in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal and/or equitable relief with respect to the requirements of these covenants.

11. The provisions of Section 22 of the Franchise Agreement shall apply as to any interpretation or enforcement of this Guarantee and Covenants, and the provisions of Section 19 of the Franchise Agreement shall apply to any notice to either party, except that notice to Guarantors shall be sent to the address(es) set forth below beneath each Guarantor's signature.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee and Covenants as of the date of the Franchise Agreement.

GUARANTOR:

GUARANTOR:

Signature

Signature

Printed Name

Printed Name

Street Address

Street Address

City and State

City and State

Countersigned:

POSTNET INTERNATIONAL FRANCHISE CORPORATION

By: _____

POSTNET INTERNATIONAL FRANCHISE CORPORATION

CONVERSION ADDENDUM FOR CONVERSION OWNERS

THIS ADDENDUM is entered into on _____, 200__, by and between PostNet International Franchise Corporation (“PostNet”), and _____ (“Conversion Owner”).

WITNESSETH:

WHEREAS, Conversion Owner presently conducts a business which provides postal, business, and communications products and services at the Approved Location (“Current Business”);

WHEREAS, PostNet and Conversion Owner have entered into a Franchise Agreement on _____, 200__, (the “Agreement”) which they wish to modify by this Addendum to provide for the conversion of the Current Business to a Center; and

WHEREAS, all capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Construction of Leasehold Improvements

1.1 Conversion Owner shall modify the Center premises in the manner set forth in Exhibit 1, to conform to PostNet’s prototype plans and specifications.

1.2 PostNet and Conversion Owner agree that time is of the essence in connection with the construction of leasehold modifications. Conversion Owner shall complete such modifications no later than 60 days from the execution of the Addendum. In the event that Conversion Owner fails to complete modifications by such date, PostNet shall have the right to terminate this Agreement in accordance with Section 13.3 of the Agreement.

1.3 Upon completion of the modifications set forth in Exhibit 1, Conversion Owner shall submit a written request to PostNet to conduct a final inspection of the Center premises and, upon receipt of such request, PostNet shall promptly conduct a final inspection. Conversion Owner shall not open the Center for business without PostNet’s written authorization.

1.4 Conversion Owner may at its discretion continue to operate its Current Business during construction of leasehold modifications but shall not identify itself as a PostNet Center

until receipt of PostNet's written authorization to conduct business, as set forth in Section 1.3 of this Addendum.

2. Training

2.1 Prior to the opening of the Center, Conversion Owner (or, if Conversion Owner is a corporation or partnership, a principal of Conversion Owner acceptable to PostNet) may, but is not required to attend the classroom training program for other new Store Owners. PostNet shall provide training, instructors, a training manual, and other materials without charge. Conversion Owner shall be responsible for any and all expenses incurred in connection with the training program including, without limitation, the costs of transportation, lodging and other meals.

2.2 Any reference in the Agreement to obligations by PostNet or Conversion Owner with respect to an initial training program shall be null and void, and of no effect.

3. Delay in Applicability of Conversion Owner Obligations

3.1 Conversion Owner's obligation to pay royalties and make expenditures and contributions for advertising and promotion, as set forth in Sections 3.2 and 3.3 of the Agreement, shall commence 30 days from the date of the Agreement.

4. Deletions from the Agreement

4.1 The following Sections of the Agreement shall be deleted in their entirety, and have no force or effect:

3.1; 3.4, 4.1; 4.3; 4.7; 4.8; 4.10; 5.10, but only to the extent that it applies to Conversion Owner's current lease; 9.7; 13.4; 14.4; and 14.9.

5. Additions to the Agreement

5.1 The following Section 3.1 shall be inserted into the Agreement and made a part thereof:

3.1 PostNet acknowledges receipt from Store Owner of an initial franchise fee of _____, which payment shall be fully earned and non-refundable when paid, in consideration of the administrative and other expenses incurred by PostNet in entering into this Agreement, and for PostNet's lost or deferred opportunity to enter into this Agreement with others.

6. Integration

6.1 This Addendum shall be considered an integral part of the Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject

matter hereof. Except as modified or supplemented by this Addendum, the terms of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Conversion Addendum for Conversion Owners on the day and year first above written.

POSTNET INTERNATIONAL FRANCHISE CORPORATION

By: _____

Title: _____

CONVERSION OWNER

By: _____

Title: _____

CONVERSION OWNER

By: _____

Title: _____

POSTNET INTERNATIONAL FRANCHISE CORPORATION
CONVERSION ADDENDUM FOR CONVERSION OWNERS

EXHIBIT 1

Required Modifications To
Leasehold Premises

PostNet's Initials: _____

Store Owner's Initials: _____