



**LICENSING, CONSULTING
AND
RELATED SERVICES AGREEMENT**

Between

PNM, Inc. DBA P.A.S.S.

Packaging And Shipping Specialists

and



AGREEMENT

THIS AGREEMENT (“the AGREEMENT”) is made and entered into this 7th day of January 2018 by and between PNM Inc., DBA Packaging And Shipping Specialists, with its principal offices at 5211 85th Street, Suite #104, Lubbock, Texas 79424 (COMPANY), and _____ (“LICENSEE”).

Whereas, the LICENSEE is desirous of purchasing from the COMPANY, consulting services in connection with owning and operating a packaging, shipping and communications business with said business being wholly owned by the LICENSEE is in no way considered an employee or franchisee of Packaging And Shipping Specialists (“SYSTEM”).

COMPANY has developed a concept for stores offering a variety of packaging, shipping, and mailing and communications services that operate under system specifications, which COMPANY may further develop or modify from time to time. Individuals and entities who qualify and undertake the Investment and effort to open and operate a store are granted a license for a CENTER providing the products and services COMPANY approves, utilizing the SYSTEM and MARKS. Licensee understands in no way is the COMPANY considered a franchise and is not selling it’s Marks or Logo to LICENSEE.

ARTICLE I ACKNOWLEDGMENTS AND GRANT OF LICENSE

A. ACKNOWLEDGMENTS

LICENSEE acknowledges that he has read this AGREEMENT and that he understands and accepts the terms contained in this AGREEMENT as being reasonable to maintain COMPANY Standards of quality and service and to thereby protect and preserve the integrity of the SYSTEM. LICENSEE acknowledges that he has conducted an independent investigation of the business venture outlined by this AGREEMENT and recognizes that, like any other business, the nature of the business may change from time to time, that business risks are involved and that the success of the business venture is largely dependent upon the LICENSEES efforts and abilities to conduct business. Actual results vary from LICENSEE to LICENSEE, and we cannot estimate the results of a particular LICENSEE. We recommend that prospective LICENSEES make their own independent investigation to determine whether or not the opportunity may be profitable, and consult with an attorney and other advisors prior to executing of AGREEMENT. LICENSEE further acknowledges that he has not received or relied on any representation about the opportunity, SYSTEM, COMPANY or its program or policies made by COMPANY, its officers, directors, employees or agents that are contrary to the statements made in this AGREEMENT or to the terms herein. LICENSEE further represents to the COMPANY, as an inducement into this AGREEMENT, that LICENSEE has made no misrepresentations in obtaining the LICENSE.

B. GRANT of LICENSE

LICENSEE has applied to own and operate a packaging, shipping and related service (“the CENTER”) business at the address and location set forth in Exhibit A attachment and herein referenced by (“PREMISES”). If, at the time of execution of this AGREEMENT, the PREMISES are not designated as a specific address because a location has not been selected and/or approved, LICENSEE shall move promptly to choose and acquire a location for this business within the following City, County and other geographical area: (“DESIGNATED AREA”).

In these circumstances, LICENSEE shall submit to COMPANY for approval, a specific location for PREMISES, which will be set forth in Exhibit A, attached hereto.

COMPANY hereby grants to LICENSEE upon all his representations, a license to establish and operate a CENTER at the PREMISES for a five (5) year term commencing on the date of this AGREEMENT, unless terminated referenced to in Article X hereof. COMPANY shall not operate or grant any licenses to operate other CENTERS to be located within the geographic area set forth in Exhibit A attached



hereto (“EXCLUSIVE AREA”), provided, however, that COMPANY retains the right in its sole discretion: (a) to operate or license others to operate a CENTER at any location outside the EXCLUSIVE AREA; (b) to use MARKS or trademarks in connections with other services and products, promotional and marketing efforts or related items or in alternative channels of distribution, without regard to location.

LICENSEE agrees that he will at all times honestly and faithfully perform his obligations hereunder, that he will put forth his best efforts continuously to promote the business of the CENTER. LICENSEE may not operate another full or partial CENTER at any site other than the PREMISES without COMPANY’S prior written consent, WHEREAS, each additional CENTER opened by LICENSEE shall be entitled to operate under this AGREEMENT and will be governed by its terms except that the COMPANY will not provide for additional training to the LICENSEE. LICENSEE will be charged an additional fee of Twenty thousand (\$20,000.00) dollars per each CENTER payable to the COMPANY. Said fee shall be payable before CENTER opens for business.

C. RE-EXECUTION

At the conclusion of the first term or any subsequent term thereafter, the LICENSEE may renew this AGREEMENT for an additional five (5) year consecutive term by notifying the COMPANY in writing of the intent to renew. LICENSEE agrees to renew the AGREEMENT every five (5) years for a non-refundable fee of Five-Thousand (\$5,000.00) dollars for each 5 year term, if they have been in compliance with our code of ethics and have proven themselves as upstanding business owners. In the event LICENSEE sells this store, this contract will stay enforced to the new owners. LICENSEE must notify COMPANY, in writing, at least sixty (60) days, but not more than One-Hundred-Eighty (180) days, prior to any sale of its business and pay transfer fee or renewal fee prior to any sale of Center.

ARTICLE II SITE SELECTION, LEASING AND DEVELOPMENT

A. SITE SELECTION

LICENSEE will agree to reimburse COMPANY for any expenses incurred and for travel expenses associated with any visit to LICENSEE’S area for purposes of site investigation. If LICENSEE has received the COMPANY’S manuals, any deposit would be non-refundable.

LICENSEE acknowledges and agrees that COMPANY will assist in locating a site for the business hereof, and further acknowledges that approval of a site and information regarding the site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for a CENTER or for any other purpose. COMPANY’S approval of the site indicates only that COMPANY believes that a site falls within the acceptable criteria established by COMPANY as of that time. LICENSEE acknowledges that criteria applied to other sites may not be predictive of potential for all sites and that subsequent to COMPANY’S approval of a site, demographic and/or economic factors included in or excluded from criteria could change, thereby altering the potential of a site. The uncertainty and instability of such criteria are beyond COMPANY’S control and COMPANY shall not be responsible for the failure of a site approved by COMPANY or COMPANY officials to meet expectations as to potential revenue or operational criteria. LICENSEE further acknowledges and agrees that his acceptance of a license for operation of a CENTER at the site is based on his own independent investigation of the suitability of the site and that the final decision regarding a site shall be made by the LICENSEE.

B. LEASE OF PREMISES

LICENSEE acknowledges that COMPANY will assist in negotiations of a lease or sublease (“the LEASE”) for the PREMISES of the CENTER prior to its execution and further acknowledges that COMPANY approval of the LEASE for the PREMISES does not constitute a guarantee or warranty by COMPANY, express or implied, of the successful operation of profitability at the PREMISES and



indicates only that COMPANY believes that the terms of the LEASE fall within acceptable criteria as of that time, and are wholly accepted by the LICENSEE.

C. DEVELOPMENT

LICENSEE acknowledges that he shall be responsible for developing the CENTER. COMPANY will furnish suggested specifications and layouts, to include design, image, interior layout, signage, color scheme, fixtures and equipment requirements. LICENSEE shall have prepared all required construction plans and specifications to fit the shape and dimensions of the PREMISES to comply with applicable laws and the LEASE. COMPANY will assist LICENSEE in obtaining necessary preparation and LICENSEE shall submit construction plans and specifications to COMPANY before construction is commenced and submit all revised plans and specifications during construction for review.

LICENSEE agrees, at his sole expense, to do or cause to be done the following with respect to developing the CENTER at the PREMISES; (a) secure required financing; (b) obtain all required permits and licenses; (c) construct all required improvements and decorate CENTER with approved plans and specifications and colors as set forth by COMPANY; (d) purchase and install required fixtures and equipment and signage (as per designated equipment defined in Section D hereto); and (e) purchase an opening inventory of materials and supplies (see Vendors/Operations Manual).

D. INITIAL PURCHASE OF SUPPLIES, EQUIPMENT, FIXTURES AND SIGNAGE

LICENSEE agrees to use in the development and operation of the CENTER (only fixtures, equipment including cash registers, computer equipment, fax machines, photo copiers, scale systems, mail boxes and signage) the COMPANY has approved as meeting its specifications and performance. LICENSEE shall purchase or lease approved equipment, types of fixtures and signs only from designated or approved suppliers of the COMPANY. LICENSEE agrees to display (interior and exterior) signs, emblems, lettering, logos and display material that COMPANY has approved. LICENSEE shall comply with and furnish all insurance policies to who required doing business at the PREMISES noted.

**ARTICLE III
FEES**

In consideration of the License granted herein, and in consideration of Administrative other expenses incurred by COMPANY in entering into this AGREEMENT and in consideration of COMPANY's lost or deferred opportunity to enter into an AGREEMENT with others, LICENSEE shall pay COMPANY nonrecurring, non-refundable license fee in the amount of Thirty-Four-Thousand-Nine-Hundred (\$34,900.00) dollars at its principle place of business office with a non-refundable deposit for exclusive area due and payable by Cashier's Check as follows:

\$34,900.00 payable not less than 14 business days prior to Company Representative dispatch for site selection/approval. Training fees are also due in full at this time.

**ARTICLE IV
TRAINING, GUIDANCE AND OPERATIONS MANUAL**

A. TRAINING

Prior to LICENSEE's commencement of operations at PREMISES, COMPANY shall provide a training program on operations of the CENTER. Two possible options exist for completing this training program. LICENSEE may choose which option they prefer, provided availability exists for either option at time of LICENSEE's request for training. Either option must be scheduled at a minimum of 22-day notice to make every effort to keep travel costs reasonable. Training fee due at time of final payment for P.A.S.S. contract.



Up to fourteen (14) days of training, or fewer if requested by LICENSEE (no less than 10 days), will be furnished to LICENSEE and one other person (**mandatory**) designated by LICENSEE, at a Company designated training center for an additional fee of \$2,000.00. Fee paid by LICENSEE directly to the designated training center. COMPANY shall bear the cost of maintaining all required materials and programs and LICENSEE shall bear the cost of any travelling, living, compensation or other expenses incurred by LICENSEE and LICENSEE's employee in connections with said training program. (Average expense for this option typically may range for training & travel for two from \$5,500 - \$7,500.00+ depending on length of stay).

- 1) Up to five (5) days of training will be furnished to LICENSEE by a COMPANY designated "trainer" on site at LICENSEE's store location for an additional fee of \$5,500.00 plus "trainer's" travel expenses (not to exceed an additional \$1,500.00). Five (5) days include trainer's travel time, but every effort will be made to be sure LICENSEE receives 5 full training days on-site. The advantage to having a COMPANY representative on-site will allow customized training and assistance with your actual store setup, including merchandising, Point of Sale setup, troubleshooting any issues prior to start-up.

A COMPANY representative will provide at least three (3) days of additional training at the LICENSEE's principal business address during normal business hours prior to or after opening of the CENTER. LICENSEE is required to have COMPANY'S representative complete the final three-day training no later than 60 days from opening date or forfeit the 3 days of additional training and there will be no refund of Grand Opening Fee. LICENSEE shall pay a onetime Grand Opening fee to COMPANY in the amount of \$2,500.00, twenty-two (22) days prior to the opening of the store for any representative arriving to the destination of the Grand Opening. LICENSEE will provide COMPANY with a minimum of twenty-two (22) days advance notice prior to the start of the site based training which shall occur any three days Monday through Saturday, inclusive.

COMPANY agrees to provide such advice and assistance to LICENSEE as COMPANY deems necessary in the form and manner COMPANY deems necessary, with respect to the management and operation of the CENTER. If COMPANY provides to LICENSEE extraordinary advice or assistance, including additional site based training or consultation, LICENSEE shall reimburse COMPANY for its out-of-pocket costs and expenses in providing such advice or assistance.

B. GUIDANCE

COMPANY shall furnish to LICENSEE guidance in connection with methods and operating procedures, purchasing required from approved vendors only, all equipment such as copiers, computer systems, mailboxes, furniture and fixtures, outside sign and interior sign package, and supplies; advertising and promotional programs; merchandising services; build-out specifications for PREMISES; administration, general operational and management procedures. Guidance may be furnished by telephone consultations, written materials, personal visitations, and the COMPANY'S Operations Manual.

C. OPERATIONS MANUAL

COMPANY will loan to LICENSEE during the term hereof one- (1) copy of the Operations Manual. The Operations Manual shall contain suggested specifications, standards and operating procedures that COMPANY sets forth from time to time and information relating to LICENSEE obligations. The Operations Manual may be modified from at COMPANY's discretion to reflect changes in management, procedures, products, vendors, standards and specifications, provided that no such addition or modification shall alter LICENSEE's fundamental status and rights hereunder. LICENSEE shall keep his copy of the Operations Manual current. In the event of a dispute relating to the Operations Manual, the master copy that COMPANY maintains at its principal office shall be controlling. LICENSEE may not at any time copy any part of the Operations Manual. In the event LICENSEE's copy of the Operations Manual is lost, destroyed or damaged, LICENSEE shall be obligated to obtain from COMPANY a replacement copy at COMPANY's then applicable charge.



D. REFERENCE MANUALS

COMPANY will provide Reference Manuals (in addition to the Operations Manual) to LICENSEE “on loan” and shall notify LICENSEE of Manuals available for distribution. Reference Manuals are the sole property of the LICENSOR.

ARTICLE V MARKS

LICENSEE acknowledges that his right to use the MARKS is at his sole discretion, and provided he does use the MARKS, his right is limited to his operation pursuant to and in compliance with this AGREEMENT and SYSTEM standards and LICENSEE must identify himself as the independent owner of the CENTER in the manner COMPANY requires. Unauthorized use of the MARKS shall constitute a breach of COMPANY’s rights in and to the MARKS. LICENSEE shall not use any MARK as a part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than the logo), LICENSEE may not use the MARK in connections with unauthorized services or products or in any other manner not expressly authorized in writing by the COMPANY. In no way is the COMPANY selling the Marks or Logo to the LICENSEE. They are on loan only.

ARTICLE VI STANDARDS

LICENSEE agrees, at all times during the term hereof, to maintain and operate the CENTER in accordance with SYSTEM standards. LICENSEE acknowledges and agrees that the CENTER store colors will conform to COMPANY colors, which are Black, Brown, Tan, Silver and Burgundy. Colors, other than these designated, are subject to approval by COMPANY.

LICENSEE further recognizes and acknowledges that store and employee appearance, lighting, periodic maintenance, cleaning and sanitation, replacement of obsolete or worn out leasehold improvements, fixtures, equipment, and signs; periodic painting, redecorating and remodeling of PREMISES; illumination of signs, emblems, lettering and logos; product and service development; advertising and promotional activities; and participation in market research are required to preserve or enhance the efficient operation, image or goodwill of the CENTER.

ARTICLE VII ADVERTISING AND PROMOTION

LICENSEE agrees that any brochures, fliers or other publicly distributed information distributed by LICENSEE in print or media will conform to standards set forth by COMPANY. LICENSEE is not required to purchase materials from COMPANY, but acknowledges it is **mandatory** that COMPANY approve all proofs or script before LICENSEE has item produced. Said approvals shall not be unreasonably withheld.

ARTICLE VIII CONFIDENTIAL INFORMATION

LICENSEE and controlling PRINCIPALS hereby acknowledge that the license granted by this AGREEMENT constitutes valuable assets and trade secrets of COMPANY, which are revealed to LICENSEE to enable LICENSEE and controlling PRINCIPALS to operate the CENTER. Confidential information and Trade Secrets include not only written information, but information transferred orally, visually, electronically or by any other means. Trade Secrets also include, without limitation, all memoranda, notes, documents and other writings prepared by COMPANY or COMPANY’s employees or representatives containing in whole or in part of the SYSTEM. Any information designated by COMPANY including, without limitation, Manuals, marketing and research reports, training materials, catalogs, promotional aids, advertising materials and aids, software, or the like are confidential information of the SYSTEM.



**ARTICLE IX
COVENANT NOT TO COMPETE**

LICENSEE and controlling PRINCIPALS covenant that, except as otherwise approved in writing by COMPANY, neither LICENSEE nor the controlling PRINCIPALS shall, for a continuous uninterrupted period of ten (10) years after any transfer, termination or expiration of this AGREEMENT, directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person or legal entity, own, manage, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in, as owner or otherwise, any business that is in competition with any facility operated under the SYSTEM or is similar to the CENTER.

The covenant contained shall be construed as severable and independent, and shall be interpreted and applied consistent with the requirements and equity.

**ARTICLE X
TERMINATION
PROCEDURES AND OBLIGATIONS ON TERMINATION OR EXPIRATION
EFFECTS OF TERMINATION OR EXPIRATION
DE-IDENTIFICATION**

A. TERMINATION

LICENSEE shall be deemed to be in default under this AGREEMENT, and hereby become automatically terminated without notice, if LICENSEE shall become insolvent or make a general assignment for benefit of creditors; if a petition in bankruptcy is filed by LICENSEE or such petition is filed against and not opposed by LICENSEE; if LICENSEE is adjudicated as bankrupt or insolvent; if proceedings for the appointment of a receiver for LICENSEES business or assets if it is filed and consented to by LICENSEE, if LICENSEE is dissolved; if execution is levied against business property is instituted and not dismissed within thirty (30) days; or if LICENSEES business or property shall be sold after levy thereupon by sheriff, Marshall or constable.

A1. Upon occurrence of any of the following events, COMPANY may, as its option, terminate this AGREEMENT and all rights grated hereunder, such termination to be effective immediately upon receipt of notice by LICENSEE.

- (a) If LICENSEE ceases to operate or otherwise abandons the PREMISES at any time, or ceases to transact business in, the jurisdiction where CENTER is located, for a period exceeding seven (7) days, unless such closing is through no fault of LICENSEE.
- (b) If LICENSEE shall have its License to do business revoked or suspended or fail to obtain or maintain any license or permit required to operate the CENTER;
- (c) If LICENSEE or any controlling PRINCIPAL is convicted of a felony, a crime of moral infamy or any other crime or offense that COMPANY believes is reasonably likely to have an adverse effect on the SYSTEM, MARKS or goodwill associated therewith;
- (d) If a threat or danger to public health or safety results from the maintenance or operation of the CENTER.
- (e) If LICENSEE does not pay the association fee of \$5,000.00 every five years, any new owner will be obligated to pay this fee.
- (f) If any major service offered by other mail stores is discontinued by Licensee.

B. PROCEDURES AND OBLIGATIONS ON TERMINATION OR EXPIRATION

On termination or expiration of this AGREEMENT, whether by termination under Article X (A1), by mutual consent of the parties, by operation of law, or any other manner, all rights grated herein to



LICENSEE shall immediately terminate. LICENSEE agrees to immediately cease to operate the CENTER; immediately and permanently discontinue use of COMPANY Proprietary MARKS, including the trade name, if used, and cancel any assumed name registration or equivalent registration obtained by LICENSEE which contains the MARK or trade name, with evidence to COMPANY of compliance within five (5) days after termination or expiration of this AGREEMENT. LICENSEE agrees to immediately surrender and return to COMPANY all materials, policy directives, forms, written instructions and copyrighted materials by COMPANY.

C. EFFECT OF TERMINATION OR EXPIRATION

Termination or Expiration of this Agreement shall not, under any circumstances, abrogate, impair, release, or extinguish any liability, obligation, or debt of LICENSEE or its controlling PRINCIPALS. All covenants and AGREEMENT of LICENSEE and controlling PRINCIPALS are to be performed, in whole or in part, after termination or expiration of this AGREEMENT, including, but not limited to, LICENSEES and controlling PRINCIPALS' obligation to maintain confidentiality of Trade Secrets, as described in Article VIII hereof and covenants set forth in Article IX.

LICENSEE agrees that, upon termination or expiration of this AGREEMENT, LICENSEE will:

- (a) not directly or indirectly at any time or in any manner, identify himself or business as a current Licensed Center or LICENSEE, use any MARK, and colorable imitation thereof or other indicia of COMPANY or for any purpose any trade name, trade or service mark or commercial symbol that suggests or indicates a connection with COMPANY;
- (b) remove all signs, sign-faces, sign-cabinets, advertising materials, forms, and other materials containing any MARK or identification relating to COMPANY immediately
- (c) make such changes to appearance of exterior and interior;
- (d) destroy all materials and supplies identified by MARKS and return all Manuals on loan by COMPANY;
- (e) furnish COMPANY, within thirty (30) days after the effective date of termination or expiration, with evidence satisfactory to COMPANY of compliance with foregoing obligations.

ARTICLE XI TRANSFER OR ASSIGNMENT

LICENSEE shall have the right to transfer or assign this AGREEMENT and all or any part of its rights or obligations herein to any person or legal entity, and shall give COMPANY thirty (30) days advance written notice setting forth all the terms and conditions of any proposed sale or transfer. Upon receiving LICENSEE's request, COMPANY shall have right of first refusal to acquire such sale at the same price offered by the prospective purchaser. If COMPANY elects not to exercise this right of first refusal, then COMPANY's consent to the proposed transfer shall not be unreasonably withheld. No sale, assignment, transfer, conveyance, gift, pledge, mortgage, encumbrance or other disposition to a party other than the COMPANY shall take place until such time and all related documents required to be executed at the time by COMPANY are executed and LICENSEE pays One-Thousand, Five Hundred (\$1,500.00) dollars transfer fee to COMPANY **prior to sale**. Upon such transfer or assignment, any designated transferee or assignee shall become solely responsible for all obligations, terms, and conditions under this AGREEMENT from the date of the transfer or assignment. COMPANY may require any sale, assignment, transfer, conveyance, gift or other disposition restricted by this AGREEMENT, that the PRINCIPAL owner or PRINCIPAL office manager of the purchaser of transferee complete the Training Course. Any new owner will be obligated to this contract and terms.



**ARTICLE XII
GOVERNING LAW**

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS AGREEMENT, INCLUDING ALL MATTERS RELATING TO ITS VALIDITY, PERFORMANCE, AND ENFORCEMENT. In the event of any conflict of law, the laws of Texas shall prevail. Nothing contained herein shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages under the usual equity rules, including the applicable rules for obtaining preliminary injunctions; provided, however, that such relief must be sought only from a court of competent jurisdiction which is located in Lubbock County, Texas.

**ARTICLE XIII
SEVERABILITY**

IF any provisions of this AGREEMENT is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this AGREEMENT shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

**ARTICLE XIV
COMPLETE AGREEMENT**

This AGREEMENT and Exhibits constitute the entire AGREEMENT between the parties, hereto, and all promises, covenants and conditions in connection with the SYSTEM are merged in this AGREEMENT. There are no prior oral AGREEMENTS hereto affecting this AGREEMENT, and this AGREEMENT reigns over any and all previous negotiations, arrangements, AGREEMENTS and understandings, if any, between the parties hereto with respect to the AGREEMENT hereof, and shall not be sued to interpret or construe this AGREEMENT. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the parties except by written instrument duly executed by the parties hereto.

**ARTICLE XV
BINDING EFFECT**

This AGREEMENT is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest and shall not be modified except by written agreement signed by both LICENSEE and COMPANY.

**ARTICLE XVI
COST OF LITIGATION**

In the event COMPANY or LICENSEE is required to employ legal counsel or to incur any expense to enforce any obligation of this AGREEMENT, the prevailing party shall be entitled to recover as part of its costs, expenses of litigation and reasonable attorney's fees with Texas laws prevailing.

**ARTICLE XVII
NON-WAIVER**

NO waiver of any breach of this AGREEMENT by either party shall be considered to be a waiver of any other or subsequent breach.

**ARTICLE XVIII
LIMITATION OF LIABILITY**

A. The success of the business venture contemplated to be undertaken by LICENSEE by virtue of this AGREEMENT is speculative and depends, to a large extent, upon the ability of LICENSEE as an independent business person, as well as other factors. COMPANY does not make any representations or warranties as to the potential success of the venture contemplated hereby.



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- B.** LICENSEE and controlling PRINCIPALS agree that they have entered into this AGREEMENT after making an independent investigation of COMPANY operations and that COMPANY nor any of its employees or agents have made any representations as to profits, or potential profits, which LICENSEE and controlling PRINCIPALS acknowledge, warrant and represent to COMPANY that, no representations or warranties have been made by COMPANY or its agents to induce LICENSEE or controlling PRINCIPALS to enter into this AGREEMENT. As part of LICENSEES and controlling PRINCIPALS' agreements hereunder, LICENSEE AND THE CONTROLLING PRINCIPALS HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL ACTUAL OR POTENTIAL RIGHT EITHER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, OR ARISING BY OPERATION OF LAW, RELATING TO THIS AGREEMENT, THE LOCATION, THE CENTER, THE SYSTEM, OR THE DOCUMENTATION, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- C.** IN NO EVENT SHALL COMPANY BE LIABLE TO LICENSEE OR THE CONTROLLING PRINCIPALS FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ANY OBLIGATION UNDER THIS AGREEMENT OR FOR ANY CLAIM MADE AGAINST LICENSEE OR THE CONTROLLING PRINCIPALS BY ANY OTHER PARTY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.
- D.** COMPANY shall not be liable to LICENSEE or the controlling PRINCIPALS or any other person or entity for any damages caused by delay in delivery, installation or furnishing of the Licensed SYSTEM or Documentation, or its approved vendors.
- E.** Notwithstanding anything herein to the contrary, all of the terms and provisions of this Article shall survive the termination and transfer of this AGREEMENT.



Executed this the _____ Day of _____ 2018

COMPANY:

PNM, Inc. DBA

PACKAGING AND SHIPPING SPECIALISTS

BY:

NAME: _____
Mike Gallagher

TITLE: _____
President

AGREED AND ACCEPTED:

LICENSEE:

BY:

NAME: _____

TITLE: _____



WITNESS OUR HAND IN DUPLICATE ORIGINALS THIS _____ DAY OF _____ 2018.

FOR PNM, Inc.DBA PASS

Michael A. Gallagher

THE STATE OF TEXAS
COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Michael A. Gallagher, know to me to be the person whose signature appears at the instrument for the purpose and consideration there expressed.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2018.

Notary Public, State of Texas

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____

known to me to be the person(s) whose signature(s) appears at the instrument for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2017.

Notary Public, State of _____



EXHIBIT A

**PREMISES AND EXCLUSIVE AREA
ADDENDUM**

1. The Premises referred to in Article I of this Agreement shall be:

TBD

2. The Exclusive Area referred to in Article I of this Agreement shall be:

TBD

Political boundaries described above shall be considered fixed as of the date of this Addendum and shall not change for the purpose hereof notwithstanding a political reorganization or change to such boundaries or regions. All street boundaries shall be deemed to end at the street centerline unless otherwise specified above. The location of the Premises for the CENTER and the boundaries of the Exclusive Area shall be inserted in Paragraphs 1 and 2 above, respectively, upon approval by COMPANY and LICENSEE.

Fully executed this _____ day of _____ 2018.

PNM, Inc. DBA
PACKAGING AND SHIPPING SPECIALISTS

LICENSEE

BY: _____

BY: _____

TITLE: President

TITLE: _____



**EXHIBIT B
STATEMENT OF OWNERSHIP**

Licensee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

Individual	Partnershi	X	Corporatio	Limited Liability Co.
_____	p	_____	n	_____

If a Partnership, provide name and address of each partner and state in which partnership was formed. If a Corporation, give the state and date of incorporation and, the names of each officer and director. If a Limited Liability Company, give the state and date of formation and the name and address of the manager.

Licensee acknowledges that this Statement of Ownership applies to the Center authorized under the License Agreement.

BY _____

DATE _____



**EXHIBIT C
RECEIPT OF DEPOSIT FEE**

Licensee: _____

Site Location Selected: TBD

Received of _____ on this _____ day of _____

a non-refundable deposit in the amount of _____ to be applied to the License Fee for the

Purpose of establishing a Packaging And Shipping Specialists store.

Licensee acknowledges that this Receipt of Deposit applies to the location selected herein authorized under the License Agreement. In the unlikely event that the location should change prior to the signing of the License Agreement, this Receipt of Deposit is transferable to another site location providing it is contained under initial License Agreement.

LICENSEE

DATE

BY (Corporate officer)

DATE