Department of
Business Oversight

OCT 31 2016

Sacramento Office

FRANCHISE DISCLOSURE DOCUMENT

The Local Door Coupons Franchise, Inc
13190 SW 134th Street. Unit# 108
Miami, Florida 33186
Phone (305) 233-1117
Email brian@localdoorcoupons com
Website www localdoorcoupons com

The Local Door Coupons Franchise, Inc offers door-to-door advertising services, including, without limitation (i) promoting the goods and services of third parties directly to residential homeowners, (ii) promoting the services of third parties through the distribution of a large, perforated door hanger, which features deep-discount deals offered from local businesses, (iii) preparation and design of advertising ads for third parties, and (iv) providing a website that features advertisements and links for the purpose of promoting goods and services of third parties on a global computer network

The total investment necessary to begin operation of a The Local Door Coupons® franchise ranges from $26,100 00 to $35,400 00 This includes $19,900 00 that must be paid to the franchisor or affiliate We offer two (2) types of franchises (1) the Single Unit Franchise ("**SUF**"), and (2) the Regional Area Development Franchise ("**RAF**") Each SUF total initial investment secures you three (3) territories consisting of a population of a minimum of 30,000 residential households each or a total of 90,000 households Additional territories consisting of 30,000 households each can be purchased for $9,950 00 each

If you choose the RAF, your total estimated investment will be higher Under a Regional Area Development Agreement, in addition to the initial franchise fee, you will also be required to pay to Franchisor a development fee equal to $9,950 00, multiplied by the number of The Local Door Coupon® franchises you agree to develop, excluding the first We will credit $9,950 00 against the initial franchise fee of $19,900 00 for each The Local Door Coupons® business you open under the Regional Area Development Agreement, after the first Your total estimated investment will vary depending on how many The Local Door Coupons® franchises you agree to develop

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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no 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 for you To discuss the availability of disclosures in different formats, contact the Franchise Administration Department of The Local Door Coupons Franchise, Inc , 13190 SW

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134th Street, Unit# 108, Miami, FL 33186, at (305) 233-1117, and/or at Brian@localdoorcoupons com

The terms of your contract will govern your franchise relationship Don't rely on the disclosure document alone to understand your contract Read your entire contract carefully Show your contract and this disclosure document to an advisor, such as a lawyer or an accountant

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580 You can also visit the FTC's home page at www ftc gov for additional information on franchising Call your state agency or visit your public library for other sources of information on franchising

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

ISSUANCE DATE January 8, 2016

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit A for information about the Franchisor, or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT AND REGIONAL AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT AND REGIONAL AREA DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME THAT ITS FRANCHISES ARE A HIGHER RISK INVESTMENT THAN FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Effective Date October 26, 2015

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration California, Hawaii Illinois, Indiana Maryland Michigan Minnesota, New York North Dakota, Rhode Island, South Dakota Virginia Washington and Wisconsin

This Franchise Disclosure Document is registered on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	Effective Date	_____
Connecticut	Effective Date	_____
Florida	Effective Date	October 26 2015
Hawaii	Effective Date	_____
Illinois	Effective Date	_____
Indiana	Effective Date	_____
Kentucky	Effective Date	_____
Maine	Effective Date	_____
Maryland	Effective Date	_____
Michigan	Effective Date	_____
Minnesota	Effective Date	_____
Nebraska	Effective Date	_____
New York	Effective Date	_____
North Carolina	Effective Date	_____
North Dakota	Effective Date	_____
Rhode Island	Effective Date	_____
South Carolina	Effective Date	_____
South Dakota	Effective Date	_____
Texas	Effective Date	_____
Utah	Effective Date	_____
Virginia	Effective Date	_____
Washington	Effective Date	_____
Wisconsin	Effective Date	_____

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EXHIBITS

Exhibit A	State Agencies/Agents For Service Of Process
Exhibit B-1	Franchise Agreement
Exhibit B-2	Regional Area Development Agreement
Exhibit C	Financial Statements
Exhibit D	Operations Manual Table Of Contents
Exhibit E-1	Franchisees as of (12/31/ 2015)
Exhibit E-2	Businesses Not Yet Open as of (12/31/2015)
Exhibit E-3	Former Franchisees
Exhibit F	State Addenda to the Franchise Disclosure and Franchise Agreement Riders
Exhibit G	Electronic Depository Transfer Account or ' EDTA Document
Exhibit H	Software Licensing Agreement
Exhibit I	General Release
Exhibit J	Guaranty of Undertaking
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Exhibit L	Receipts

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Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The Franchisor is The Local Door Coupons Franchise, Inc ('we 'us or 'our") 'You means the person or entity who buys the franchise If you are a corporation, partnership, limited liability company or other legal entity, your owners must sign our "Guaranty and Assumption of Obligations, ' attached hereto as Exhibit J which means that all of our Franchise Agreement s provisions (*see* Exhibit B) also will apply to your owners

We are a Florida corporation formed in Florida in August 2015 Our principal business address is 13190 SW 134th Street, Unit# 108, Miami, Florida 33186 We operate under our corporate name and the trademark described in Item 13 below (the "Marks) We do not do business or intend to do business under any other names

If we have an agent in your state for service of process, we disclose that agent in Exhibit A

We grant franchises for businesses operating under the "The Local Door Coupons®" name and other Marks (For reference purposes in this disclosure document, we call the businesses in our system The Local Door Coupons® Businesses) The Local Door Coupons® Businesses offer advertising services, namely promoting the services of third parties directly related to residential homeowners through the distribution of large perforated door hangers featuring deep-discount deals from local businesses

Parents, Predecessors, and Affiliates

We have no parents or predecessors We began offering franchises in Florida and other states for The Local Door Coupons® Businesses in August 2015 Our affiliate The Local Door Coupons Inc operates one The Local Door Coupons® Business We have no other business activities and have not offered franchises in other lines of business The Local Door Coupons Franchise Inc , has never offered franchises in other lines of business

Items and services are sold by The Local Door Coupons® Businesses according to specified procedures If you acquire a franchise you must operate your Business according to our business formats, methods, procedures designs, layouts standards and specifications

The Franchise Offered

The Local Door Coupons® Business can be a home-based or commercial site operation We offer you a franchise agreement (the "Franchise Agreement') which gives you the right to establish and operate a The Local Door Coupons® Business, in an area that we mutually agree on, that specializes in using the System (as described in more detail below) Publication of The Local Door Coupons® Business advertising currently occurs every three (3) months We will describe your territory in your Franchise Agreement before you sign it Your territory may be defined by one (1) or more five (5)-digit ZIP Codes, county or city boundaries or fixed geographical boundaries, such as rivers, streets or highways, or may be identified by a map When determining the territory we generally use then current demographic statistics provided by the U S Census Bureau

Under your Franchise Agreement we permit you to sell advertising space and to publish and distribute your publication within an agreed-upon geographic area We authorize you to sell advertising space and prepare your Local Door Coupons door hanger Business using our proprietary software and

systems we specify for collecting preparing, and transmitting the materials to us or our designated supplier under the software license agreement attached to your Franchise Agreement as Exhibit H The system includes software which integrates graphics and database information through the production process Therefore you must use the printing services provided exclusively by the Franchisor or one of our designated approved suppliers We may provide the graphic design services to you or permit the advertiser to submit an approved ready-to-publish ad that meet our specific requirements

We will determine the size and boundaries of your territory in our discretion, based on factors such as population density, character of neighborhood, location and number of competing businesses, postal routes, and other factors While there is no minimum territory size, we typically will define one (1) Distribution Area to include a pre-determined, minimum amount of 15,000 eligible, residential addresses divided into zones of 15 000 residential addresses each

The Franchise Agreement gives you the right to use our Marks and the System solely for the purpose of operation of the Franchised Business

The System

Our system includes marketing advertising services to businesses specifically within an agreed-upon geographic area Under your Franchise Agreement (Exhibit B-1), we permit you to sell advertising space in various categories to local businesses with no competing businesses advertised on any one publication, you will publish and distribute your publications to approximately 15,000 residential homeowner addresses per zone within your territory each publication cycle, for preparing and designing the ads, transmitting of the ads, printing of the ads, and the collection procedures

The Market and Competition

Your Business will offer our unique product and services to the general public throughout the year and compete with other advertising/marketing companies promoting similar services through the distribution of printed door hanger media and virtual promotional materials You will compete with other advertising companies, which may be franchised by other companies or independently

The market for your type of products and services generally is developed and very competitive Despite this competition, we believe that THE LOCAL DOOR COUPONS® Businesses appeal to both advertisers and consumers because of its outstanding product originality and reliable distribution methods Because sales generally increase or decrease during holidays and/or vacation times, your sales may vary

Industry-Specific Laws

Currently, there are no regulations specific to the operation of a door hanger advertising business There are some Homeowner s Associations ("**HOAs**') that do not allow this service within their communities You may have to take additional step to obtain approval from such HOAs and/or property management companies before distributing your door hangers in these areas You must comply with laws and regulations that apply to all marketing, advertising sales and printing businesses local codes or ordinances and/ or other laws You should investigate these laws and regulations

Item 2 BUSINESS EXPERIENCE

Danny Nieves – Chief Executive Officer and President

Danny Nieves has been with The Local Door Coupon Franchise Inc , since its inception in August 2015 He has held the position of President at The Local Door Coupons, Inc in Miami, Florida, from January 2014 to present From November 2012 to January 2014 Mr Nieves was a sales associate for Future Payment Technologies in Miami, Florida From November 2009 to November 2012, Mr Nieves held the position as President at the Forged Outlet in Miami, Florida

Brian Tijerino – Chief Financial Officer and Vice President

Mr Tijerino was appointed Chief Financial Officer of the Franchisor The Local Door Coupons Franchise Inc at its inception in August 2015 From October 2007 to December 2014, Mr Tijerino held the position of account executive at AT&T in Miami, Florida

Jason Stone –Treasurer

Jason Stone was appointed Treasurer of the Franchisor, The Local Door Coupons Franchise, Inc , in August 2015 Between June 2005 and the present date, Mr Stone has held the position of Chief Executive Officer at Treadstone Performance Engineering Inc in Miami Florida

Juan Carlos Falcon – Chief Operating Officer

Juan Falcon has held the position of Chief Operations Officer of The Local Door Coupon Franchise Inc since its inception in August 2015 From January 2014 to present Mr Falcon has held the position of Director of Sales at The Local Door Coupons, Inc , in Miami, Florida From August 2011 to January 2013, Mr Falcon held the position of Manager at Ruby Tuesdays in Miami Florida Prior thereto, Mr Falcon held a managing position at PF Changs in Miami, Florida from June 2008 to August 2011

Item 3 LITIGATION

No litigation is required to be disclosed in this Disclosure Document

Item 4 BANKRUPTCY

No bankruptcy filings or proceedings are required to be disclosed in this Disclosure Document

Item 5 INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of $19 900 00 (Nineteen Thousand and Nine Hundred U S Dollars) in one (1) lump sum when you sign the Franchise Agreement Our standard initial franchise fee buys three (3) Distribution Areas encompassing approximately 30,000 eligible, residential publication addresses or households This amount includes all fees and payments for services or goods received from us or any affiliate before your business opens In order to expand your territory, you can buy additional franchises beyond the first one for an initial franchise fee of $9,950 00, which includes a territory consisting of 30,000 households

If you enter into a Regional Area Development Agreement, upon signing the Regional Area Development Agreement you must simultaneously sign a Franchise Agreement for your first Franchised Business In addition to paying an initial franchise fee you must also pay to us a Development Fee equal to $9,950 00 multiplied by the total number of Franchised Businesses you agree to develop after the first Franchised Business under the Regional Area Development Agreement The number of Franchised Businesses you must open will be determined before you sign the Regional Area Development Agreement

For example If you sign a Regional Area Development Agreement agreeing to open five (5) Franchised Businesses, you will sign a Franchise Agreement and pay a franchise fee of $19 900 00 for the first franchise and you will pay a total Development Fee of $39 800 00 *i e* $9,950 00 for each of the four (4) additional Franchised Businesses you will open (hereinafter the '**Development Fee**) Each time you sign a Franchise Agreement for one of the additional Franchised Businesses, you must pay us the franchise fee in the amount of $19,900 00 for that franchise We will credit $9 950 00 of the Development Fee against each franchise fee so the amount owed upon signing each additional Franchise Agreement will be $9,950 00

The Development Fee is calculated uniformly for all developers, but the amount of the actual fee will vary based on the number of Franchised Businesses you agree to develop The Development Fee is not refundable under any circumstances, but it is credited against additional franchise fees as described above

Initial franchise fees under Franchise Agreements are fully earned when paid and are not refundable under any circumstances, except as provided below If we determine that you cannot satisfactorily complete the initial training, we may terminate the Franchise Agreement, in which event we will refund the initial franchise fee less our cost and expenses related to processing your application franchise sales commission, evaluating proposed locations for your Center and assisting in developing your Business (these costs and expenses shall not be more than $10,000 00)

Training Fees

It is mandatory that the Franchisee owner attend all training We do not allow absentee ownership during the first ninety (90) days of your opening We will also provide initial training and training materials for up to one (1) other trainee at no additional charge If you send more than one (1) person other than yourself to initial training, we will charge you a fee in the amount of $250 00 per day of training for each additional person that attends training together with the first two (2) trainees Training fees are payable before the initial training begins, and are uniform and non-refundable You must also pay for all of your trainees travel meal and lodging expenses See Item 11 below for more information on training

Except for the limited circumstance described in this Item 5 we do not refund any initial fee

Item 6 OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty[2]	6 5% of your Monthly Gross Sales	10 days after each respective publication is completed and distributed	"Gross Sales" means all of your revenue from operating The Local Door Coupons Business but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits allowances, and chargeback's given in good faith to customers
Additional Training or Assistance	Currently we charge $250 per day plus travel and lodging expenses for training at our location, and $250 per day per trainer with a 2 day minimum plus travel and lodging expenses for training at your Business	When training or assistance begins	We may charge you for training newly-hired personnel, for refresher training courses and for additional or special assistance or training you need or request For all training sessions you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses
Cooperative Advertising Programs[3]	Currently none	As Cooperative Program directs	If we create a Cooperative Advertising program that includes your Franchised Business, you must participate The specifics of any Cooperative Advertising program will be determined when established including the amount, if any, of a Cooperative Advertising Fee Note 3
Graphic Design Services For Each Campaign	$720 00	As needed for each campaign	All of your graphic design required for each campaign should be handled by Franchisor
Printing and Shipping Services For Each Campaign	$1 950 00	As needed for each campaign	All of your printing and shipping services required for each campaign will be handled by Franchisor
Annual Conferences	Up to $500 00 per person (varies based upon the conference location and programs offered)	Prior to attendance	You are responsible for all travel, food and lodging expenses you and your participants incur to attend the annual conference You are required to attend at least one of our annual conferences every two years

Type of Fee	Amount	Due Date	Remarks
Product and Service Purchases	The price of the products and services purchased from us, our affiliates and designated and approved vendors whose items meet our standards and specifications (See Item 8)	As incurred	You must buy products and services from us, our affiliates, and designated and approved vendors whose items meet our standards and specifications We may also permit you to buy from other suppliers to the industry
Transfer	Greater of 10% of the sale price or $3,000 00 when you transfer either the Franchise Agreement or Regional Area Development Agreement	Before transfer completed	No charge if Franchise Agreement transferred to an entity you control
Renewal Fee	25% of the then-current franchise fee	At time of renewal	There are other requirements for renewal
Computer Systems, Maintenance, and Website Support	Currently none, but we reserve the right to charge you a fee in the future	Paid to the Vendor on a monthly basis	We or a third party may charge you a fee for any proprietary software or technology that we our affiliates or a third party license to you and for other maintenance and support services that we or a third party might provide in the future
Audit	Cost of audit	15 days after your receipt of our invoice	Due if you do not give us reports supporting records or other required information, or if you understate required Continuing Support and Royalty payments or Fund contributions by more than 2%
Late Penalty	Lesser of 6% per month or highest commercial contract interest rate law allows[1]	15 days after your receipt of our invoice	Due on all overdue amounts

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Type of Fee[1]	Amount	Due Date	Remarks
Insurance	Our actual costs	15 days after your receipt of our invoice	If you fail to obtain insurance we may obtain insurance for you and you must reimburse us
Insufficient Funds	$50 00 or as permitted by local law	15 days after your receipt of our invoice	Due if you have insufficient funds in your EDTA to cover a payment or if you pay by check, a check is returned for insufficient funds
Management Fee	$150 00 per person per day (plus travel related costs and expenses)	15 days after your receipt of our invoice	Due when we (or a third party) manage your Business after you re on your managing owner s death or disability or after your default or abandonment
Cost and Attorneys Fees	Our actual costs	15 days after your receipt of our invoice	Due when you do not comply with the Franchise Agreement
Indemnification	Our actual costs	15 days after your receipt of our invoice	You must reimburse us if we are held liable for claims from your Business s operation

1 Except for product and service purchases described in Item 8 below and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us Except as noted above, all fees are non-refundable All of these fees are uniformly imposed

2 Before your Business opens, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty payments, Fund contributions, and other amounts due under the Franchise Agreement and for your purchases from us and our affiliates (the ' Electronic Depository Transfer Account' or EDTA) (*see* Exhibit G) We will debit the EDTA for these amounts on their due dates Funds must be available in the EDTA for withdrawal We may require payment other than by automatic debit, and you must comply with our payment instructions

If you do not report your Gross Sales, we may debit your EDTA for 120% of the last Continuing Service and Royalty payment and Fund contribution that we debited If the amounts we debit are less than the amounts you actually owe us, we will debit your EDTA for the balance on the day we specify If the amounts we debit are greater than the amounts you actually owe us we will credit the excess against the amounts that we otherwise would debit from your EDTA during the following week

3 If we create a Cooperative Advertising program in an area that includes your Territory, you must participate The amount of any financial contribution will be determined by the members of the Cooperative

4 The maximum permissible interest rate in the State of California is 10% per annum

Item 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (1)	$19,900 00 for (3) three Distribution Areas encompassing a minimum of 30,000 qualified residential addresses each or 90 000 in total	Lump Sum	Upon signing Franchise Agreement	Us
Real Estate/Rent Deposits (2)	$0 00 - $2,000 00	As agreed	The first month's rent and a security deposit are generally paid upon the execution of a lease Thereafter rent is generally paid on a monthly basis	Landlord
Computer System (3)	$500 00 - $1 000 00	As Agreed	As Agreed	Outside Supplier
Grand Opening (4)	$500 00 - $1,000 00	As arranged	As Incurred	Us or Third Party Supplier
Permits and/or licenses (5)	Approx $10 00 – $1 500 00 (fees may vary from state to state)	As Agreed	As Agreed	Issuing organization
Office Equipment and Supplies (6)	$600 00 - $2,200 00	As Agreed	As Agreed	Outside Suppliers
Insurance (for first three months) (7)	$100 00 - $300 00	As Incurred	As Incurred	Insurance Company
Training Expenses (out-of-pocket costs for 2 people) (8)	$1 500 00 - $3,500 00	As Incurred	As Incurred	Third Parties
Additional Funds (3 months) (9)	$3,000 00 - $5,000 00	As Incurred	As Incurred	Employees or Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
TOTAL ESTIMATED INITIAL INVESTMENT (10)	$26 100 00 – $35 400 00			

Explanatory Notes

1 We describe the initial franchise fee in more detail Item 5 above

2 A The Local Door Coupons® Business can be managed and operated either from a commercial setting or home office The lower number assumes you will work from home The higher number represents costs for a commercial space The Local Door Coupons® Businesses can be located in office suites office park office buildings, free-standing units, or other venues commercial areas as long as the proprietary Marks are properly displayed

3 You must purchase a computer system in order to operate The Local Door Coupon Business The Computer and computer system will generate reports on the sales and expenses of the Business You may obtain the Computer from any vendor so long as the Computer meets our requirements

4 You must spend this amount on Grand Opening Expenses

5 You must obtain the licenses and permits required to operate The Local Door Coupon Business

6 These amounts include the office equipment that you must purchase This includes desks and chairs, safe, fax machine, telephones and miscellaneous items The lower figure assumes that you are purchasing the minimum requirements to operate a The Local Door Coupons® Business The higher figure assumes that you are purchasing equipment necessary to operate a multi-unit territory

7 You must obtain and maintain certain types and amounts of insurance (*see* Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees square footage, location business contents, and other factors bearing on risk exposure The estimate contemplates insurance costs for three (3) months You must require each of your drivers or distributors to have current automotive insurance

8 These are expenses you and up to two trainees will incur for travel and living expenses while in training

9 This item estimates your expenses during the initial period of operation of your Business (other than the items identified separately in the table) These expenses include payroll costs, but not any draw or salary for you These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business Your costs depend on how much you follow our methods and procedures your management skill experience and business acumen local economic conditions the local market for your products and services, the prevailing wage rate competition, and the sales level reached during the initial period of operation of your Business

10 We relied on the experience our affiliate The Local Door Coupons, Inc , experience in the operation of The Local Door Coupons® Business to compile these estimates You should review these figures carefully with a business advisor before deciding to acquire the franchise We do not offer financing directly or indirectly for any part of the initial investment The availability and terms of financing depend on many factors including the availability of financing generally, your creditworthiness collateral, and lending policies of financial institutions from which you request a loan

Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Business according to our System Standards System Standards may regulate among other things the types models, and brands of fixtures, furniture, equipment, furnishings, and signs (collectively, "Operating Assets"), graphic designs products and supplies you must use in operating the Business unauthorized and prohibited products, and services you must not use inventory requirements and designated and approved suppliers of Operating Assets, Trade Secret Products or Services and other items You are required to use the Franchisor for all of your graphic design and printing services needed for the coupons you distribute in your territory

Designated and Approved Suppliers, and Specifications

We are the only approved supplier All of your graphic design and printing needs must be done through us All marketing materials, uniforms, sales materials must also be purchased from us In the case of Trade Secret Products or Services, suppliers will be limited to us, our affiliates or other specified exclusive sources, and you must buy Trade Secret Products or Services during the franchise term only from us, our affiliates or the other specified exclusive sources at the prices we and they decide to charge We restrict your sources of Trade Secret Products or Services in order to protect our trade secrets assure quality assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service control usage of the Marks by third parties, and monitor the printing packaging, processing, distribution publications and sales of these items

In the case of Operating Assets and items other than Trade Secret Products or Services, suppliers could, at our option, be limited to us, our affiliates or other specified exclusive sources, in which case vou would have to buy the Operating Assets and other items only from us our affiliates or the other specified exclusive sources at the prices we or they decided to charge We have the absolute right to limit the suppliers with whom you may deal, subject to our sole discretion

We will identify all designated and approved suppliers in the Operations Manual or other written communications You currently must buy all of your printing from us or designated suppliers You must also purchase the Computer System (see Item 11 below) from our designated supplier or a third party we approve There are no other goods services supplies, fixtures, equipment, inventory computer hardware, or real estate for the Business that you currently must buy or lease from us our affiliates or designated suppliers Any purchases from us and our affiliates, whether required or voluntary generally will be at prices exceeding our costs

In addition, to maintain the quality of the goods and services that The Local Door Coupons® Businesses sell and our system s reputation, we may condition your right to buy or lease goods or services (besides those described above that you may obtain only from us our affiliates or other specified exclusive sources) on their meeting our minimum standards and specifications or being purchased from suppliers, any supplier provided that these items and/or services meet our specifications

We will formulate and modify standards and specifications based on our affiliate s experience in operating The Local Door Coupons® Businesses Our standards and specifications may impose minimum requirements for production, performance, reputation, prices quality design, and appearance The criteria for our approving suppliers is available to you in our Operations Manual or other written communications which will identify our standards and specifications We will notify you and, where appropriate, the suppliers There might be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore will, in effect, become an approved supplier

If you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets approved supplier criteria We may charge you or the supplier a reasonable fee for the evaluation and will decide within a reasonable time (generally no more than fifteen (15) days) We periodically will establish procedures for your requests and may limit the number of approved items, services or suppliers, as we think best

Supplier approval might depend on product quality delivery frequency and reliability service standards, financial capability, customer relations, concentration of purchases with limited number of suppliers to obtain better prices and service and/or a supplier's willingness to pay us or our affiliates for the right to do business with our system Supplier approval might be temporary until we evaluate the supplier in more detail We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards If it does not, we may revoke our approval by notifying the supplier and you in writing We have no obligation to approve any request for a new supplier product or service

We and our affiliates have the right to receive payments from suppliers up to 5% on account of their actual or prospective dealings with you and other franchisees and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate

Collectively, the purchases and leases described above are about 90% of your overall purchases and leases in establishing the Business and 50% of your overall purchases and leases in operating the Business During fiscal year 2015, neither we nor any of our affiliates derived any revenue from selling items to franchisees nor did we receive any rebates from suppliers on account of purchases of required and approved items by franchisees We reserve the right to receive such payments in the future During fiscal year 2015, we derived $0 00 from sales of products to our franchisees

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There currently are no purchasing or distribution cooperatives We may negotiate purchase agreements with suppliers (including price terms), for the benefit of the franchise system We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers

We do not provide any material benefits like renewal or granting additional franchises, to a franchisee based upon the franchisees purchase of particular products or services or use of particular suppliers

Insurance You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations You currently must have General Liability Insurance which can include bodily injury liability (for injuries to other people in connection with your business), property damage (for damage to the property of others) personal injury liability (for wrongful entry libel slander, false arrest), advertising liability (for publishing inaccurate information

resulting in slander or libel, violation of privacy, wrongful copying and infringement), legal defense, product liability, products/completed operations and contracts Coverage may vary depending on space, size or location of your business Please discuss with the landlord or property owner the required minimums for your location any coverage required by law, or by your lease You will also be required to purchase business use automobile insurance as required by state law as noted on the following chart Premiums depend on the insurance carrier s charges, terms of payment, and your history All insurance policies must name us as an additional insured party

General Liability	$1,000 000 00	Per Occurrence
	$2,000 000 00	In the Aggregate
Workman s Compensation	As required by law	Per Employee
Business Interruption Ins	$50 000 00	Not less than Per Month
Comprehensive Crime & Employee Dishonesty Ins	$30 000 00	Per Occurrence
Commercial Automobile Ins including liability (If automobile is owned, non-owned, rented, scheduled or hired by the business)	$1 000 000 00	Per Person
	$3 000 000 00	Per Accident
	$500 000 00	Per Occurrence
	$1,000 000 00	General Liability per Occurrence
Errors and Omissions	$25 000 00 $50 000 00	Per Occurrence

Advertising Materials Before you use any advertising, promotional and marketing materials that we have not prepared or previously approved and accepted, you must send us the samples for review If you do not receive written rejection within five (5) days after we receive the materials they are deemed to be accepted You may not use any advertising, promotional, or marketing materials that we have not accepted or that we have rejected

Business Development You must develop the Business We will give you mandatory and suggested specifications for a The Local Door Coupons® Business, including requirements for Operating Assets We may inspect the Business during its development

Business Site The Commercial Business site is totally optional We do not require anything other than a publication address, phone number, and internet connection and ISP

Item 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

Obligation	Section in Franchise Agreement and Other Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	XX B	7 8 11 and 12
	No provision in Area Development Agreement	
(b) Pre opening purchases/leases	VIII	5 7 8 and 11
	Section 2 of Area Development Agreement	
	VIII XII G and XX C	7 9 and 11

Obligation	Section in Franchise Agreement and Other Agreement	Disclosure Document Item
(c) Site development and other pre opening requirements	No provision in Area Development Agreement	
(d) Initial and ongoing training	XX A XX D	6 7 and 11
	No provision in Area Development Agreement	
(e) Opening	X D	11
	Section 2 of Area Development Agreement	
(f) Fees	IX and X	5 6 and 7
	Section 6 of Area Development Agreement	
(g) Compliance with standards and policies/Operating Manual	XII A and XII H	8 and 11
	No provision in Area Development Agreement	
(h) Trademarks and proprietary information	XV and XVI	13 and 14
	Section 1 of Area Development Agreement	
(i) Restrictions on products/services offered	XII I	8 11 12 and 16
	No provision in Area Development Agreement	
(j) Warranty and customer service requirements	NONE	None
(k) Territorial development and sales quotas	VI	None
	No provision in Area Development Agreement	
(l) On-going product/service purchases	XII I	6 and 8
	No provision in Area Development Agreement	
(m) Maintenance appearance and remodeling requirements	XII E	8 11 16 and 17
	No provision in Area Development Agreement	
(n) Insurance	XIII	7 and 8
	No provision in Area Development Agreement	
(o) Advertising	X B and X C	6, 7 8 and 11
	No provision in Area Development Agreement	
(p) Indemnification	XVIII	6
	No provision in Area Development Agreement	
(q) Owner s participation/ management/staffing	XII F and XII K	11 and 15
	No provision in Area Development Agreement	
(r) Records and reports	XIV	None
	No provision in Area Development Agreement	
(s) Inspections and audits	XII S and XIV B	6 and 11
	No provision in Area Development Agreement	
(t) Transfer	XXII	17

Obligation	Section in Franchise Agreement and Other Agreement	Disclosure Document Item
	Section 9 01 9 02 of Area Development Agreement	
(u) Renewal	VII B	17
	No provision in Area Development Agreement	
(v) Post termination obligations	XXIV	17
	No provision in Area Development Agreement	
(w) Non competition covenants	XIX	15 and 17
	No provision in Area Development Agreement	
(x) Dispute resolution	XXV C	17
	No provision in Area Development Agreement	

Item 10 FINANCING

Neither we nor any agent or affiliate (i) offers direct or indirect financing to you, (ii) guarantees any of your notes, leases, or other obligations, or (iii) has any practice or intent to sell, assign or discount to any third party all or part of any of your financing arrangements

We do not know whether you will be able to obtain financing for all or part of your investment or, if so what the terms of such financing would be We do not receive direct or indirect payments for placing financing

Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we, the franchisor, are not required to provide you with any assistance

Before you open the Business, we will assist you as follows

1 A commercial business site is optional We will not locate the site nor negotiate purchase or lease of the site for you Neither we, nor any affiliate, owns any premises that we would lease to franchisees We will use reasonable efforts to help analyze your market area, to help determine site feasibility and to assist in designating the location, although we will not conduct site selection activities for you (Franchise Agreement – Section XII S XX B)

2 We will assist you in providing or obtaining the necessary equipment, signs and opening inventory, and we will help you locate vendors if needed We may provide these items directly or simply provide you with names of approved suppliers As we said above we do provide written specifications for these items

We will neither deliver nor install these items unless we expressly agree otherwise in writing (Franchise Agreement – Section XII J)

3 As discussed in Item 8 above, we will identify the Operating Assets Trade Secret, other non-secret products and supplies that you must use to develop and operate the Business, the minimum standards and specifications that you must satisfy and the designated and approved suppliers from whom you must or may buy or lease these items (which may be limited to or include us our affiliates, or other specified exclusive sources) (Franchise Agreement – Sections XV XVI and XII I)

4 We will loan you one (1) copy of the Operations Manual the current table of contents of which is attached hereto as Exhibit D As of the date of this disclosure document, the Operations Manual contains ___ pages (Franchise Agreement – Section XX E)

5 We will advise you on the Business s launch program and communicate improvements and developments in the Franchised Business (Franchise Agreement – Section X E)

6 We will train you (or your managing owner) and one (1) manager-level employee (Franchise Agreement – Section XX A) We will describe this training in more detail below in this Item

Training

If this is your first The Local Door Coupons® Business then, before the Business opens, we will train you and one (1) of your manager-level employees on operating The Local Door Coupons® Business It is mandatory that the Franchisee owner attends all training We do not allow absentee ownership during the first ninety (90) days of your opening We will also provide initial training and training materials for up to one (1) other trainee at no additional charge If you send more than one (1) person other than yourself to initial training, we will charge you a training fee in the amount of $250 00 per day for each additional person attending training together with the first two (2) trainees Training fees are due and payable before the initial training begins, and are uniform and non-refundable You must also pay for all of your trainees' travel meal and lodging expenses We will provide two (2) days of training (although the specific number of days depends on our opinion of your experience and needs) at our training facility in Miami, Florida or another location we designate and/or at an operating The Local Door Coupons® Business We also provide a two (2) day training at your location If you cannot complete initial training to our satisfaction we may terminate the Franchise Agreement (Franchise Agreement – Section XX)

Training will occur after you sign the Franchise Agreement and while you are developing the Business You must complete training before you may open your Business We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel and in all events we will schedule the training in sufficient time in order to enable you to mail your first publication within sixty (60) to ninety (90) days from the effective date of the Franchise Agreement

As of the date of this disclosure document we provide the following training

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of In the Field Training	Location
Introduction of The Local Door Coupons® Franchise	0 5 hours	0 hours	Our corporate headquarters in Miami, Florida

Use of the Manual	0 5 hours	0 hours	Our corporate headquarters in Miami Florida
Record Keeping – Franchisee	0 5 hours	0 hours	Our corporate headquarters in Miami, Florida
Marketing	1 0 hours	0 hours	Our corporate headquarters in Miami, Florida
Sales Procedures	3 5 hours	2 hours	Our corporate headquarters in Miami, Florida
Coupon Design/Development Process	1 0 hours	0 hours	Our corporate headquarters in Miami Florida
Customer Service	1 0 hours	2 0 hours	Our corporate headquarters in Miami Florida
In-The-Field Training	0 hours	4 0 hours	Our corporate headquarters in Miami Florida
Totals	8 0 hours	8 0 hours	

Danny Nieves, our President (see Item 2 above), oversees all training Other staff may assist The Operations Manual will be used as the principal instruction material

Training classes are held on an as-needed basis, either at one of our affiliate s locations or at our offices in Miami, Florida and training will be scheduled in order to enable you to open for Business within sixty (60) to ninety (90) days after the Franchise Agreement s effective date The only charges you must pay for training up to two (2) persons are your travel and living expenses while the training program occurs

If necessary, when the Business is ready to open, we will, at our cost send one of our representatives to the Business for two (2) days to assist with the opening You also must have successfully completed this phase of training

You (or your managing owner), and/or other previously trained and experienced employees must also attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate We will not require attendance for more than a total of five (5) days during a calendar year Besides attending these courses, you must attend an annual meeting of all franchisees at a location we designate We will not require attendance at the annual meeting for more than three (3) days during any calendar year You are responsible for all related travel and living expenses and wages

We may require Business managers to satisfactorily complete initial and ongoing training programs We may charge you a fee for training managers You are responsible for all related travel and living expenses and wages

Opening

We estimate that it will require a time period of thirty (30) to forty-five (45) days after you sign the Franchise Agreement before you can open the Business but this assumes that you already have a residence or a site for the Business or find one shortly after signing the Franchise Agreement The specific timetable for opening depends on the Franchisee's condition, completing training and complying with local laws and regulations You may not open the Business until (1) we notify you in writing that the Business meets our standards and specifications, (2) you complete pre-opening training to our satisfaction (3) you pay the initial franchise fee and other amounts then due to us and (4) you give us certificates for all required insurance policies Subject to these conditions, you must open the Business within ninety (90) days after the effective date of the Franchise Agreement (Franchise Agreement – Section XII G)

During your operation of the Business, we will

1 Advise you regarding the Business's operation based on your reports or our inspections We also will guide you on standards specifications and operating procedures and methods that The Local Door Coupons® Businesses use, purchasing required and authorized Operating Assets, Trade Secret Products or Services, and other items and arranging for their distribution to you advertising and marketing materials and programs, employee training, and administrative bookkeeping, accounting, and publication control procedures We will guide you in our Operations Manual, bulletins and other written materials by electronic media, by telephone consultation and/or at our office or the Business (Franchise Agreement – Sections XII A)

2 Give you, at your request (and our option), additional or special guidance, assistance and training (Franchise Agreement – Section XII)

3 Continue to loan you one (1) copy of the Operations Manual, which could include DVD(s), CD(s), various other electronic media, computer software, and/or written materials The Operations Manual contains mandatory and suggested specifications, standards operating procedures, and rules (System Standards) that we periodically require These are the administrative, bookkeeping, accounting and inventory control procedures you will need We may modify the Operations Manual periodically to reflect changes in System Standards We do not establish your prices (Franchise Agreement – Sections XII and XX)

4 Issue and modify System Standards products and services for The Local Door Coupons® Businesses We periodically may modify System Standards which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Business or incur higher operating costs (Franchise Agreement – Section XII)

5 Inspect the Business from time to time and observe its operation to help you comply with the Franchise Agreement and all System Standards We will also be available by phone to help resolve operating problems you may encounter (Franchise Agreement – Sections XII Q and XIV B)

6 Let you use our confidential information (Franchise Agreement – Section XII)

7 Let you use our Marks (Franchise Agreement – Section XV)

8 Offer refresher training courses at our discretion You may send your employees to these courses for training We do not assist you in hiring them (Franchise Agreement – Section XII T)

National Advertising Fund

Currently we do not have an established National Advertising Fund, but may do so in the future We may establish a formal National Advertising Fund (the Fund') for advertising, marketing, and public relations programs and materials we deem appropriate You must contribute to the Fund the amounts that we periodically require The Local Door Coupons Franchise, Inc , or our other affiliates own will contribute to the Fund on the same basis as franchisees We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with The Local Door Coupons® Businesses and with whom we have agreed that we will so deposit these allowances

When we do start we will direct all programs financed by the Fund with sole control over the creative concepts, materials, and endorsements used and their geographic market, and media placement and allocation We reserve the option of using an in-house advertising department or a national or regional advertising agency The Fund may pay for preparing and producing video audio, and written materials and electronic media, developing, implementing, and maintaining an electronic commerce Web site and/or related strategies, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal door hanger and other media advertising, using advertising promotion, and marketing agencies and other advisors to provide assistance, and supporting public relations market research and other advertising, promotion, and marketing activities The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think best The Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost We will sell you multiple copies of these materials at our cost of producing them, plus any related shipping, handling and storage charges

We will account for the Fund separately from our other funds and not use the Fund for our general operating expenses However we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund s other administrative costs, travel expenses of personnel while they are on Fund business meeting costs overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research, public relations, preparing advertising promotion, and marketing materials, and collecting and accounting for Fund contributions

The Fund is not our asset The Fund also is not a trust We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above) We have no fiduciary obligation to you for administering the Fund The Fund may spend in any fiscal year more or less than the total Fund contributions in that year borrow from us or others (paying reasonable interest) to cover deficits or invest any surplus for future use If not all of the advertising funds are spent in the year they accrue, we will carry the balance over into the next year We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises We will prepare an annual unaudited statement of Fund collections and expenses and give it to you on written request We may have the Fund audited annually at the Fund's expense, by an independent certified public accountant We may incorporate the Fund or operate it through a separate entity when we think best The successor entity will have all of the rights and duties described here

During fiscal year 2015, the Fund contributions were spent as follows (i) 0% (zero percent) on media placement, (ii) 0% (zero percent) on production expenses, and (iii) 0% (zero percent) on administrative and miscellaneous expenses

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The purpose of the Fund is to maximize recognition of the Marks and patronage of The Local Door Coupons® Businesses Although we will try to use the Fund to develop advertising and marketing materials

and programs, and to place advertising and marketing, that will benefit all The Local Door Coupons® Businesses we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by The Local Door Coupons® Businesses operating in that geographic area or that any The Local Door Coupons® Businesses benefits directly or in proportion to its Fund contributions from the development of advertising and marketing materials or the placement of advertising We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense We also may forgive, waive settle and compromise all claims by or against the Fund We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund

We may at any time defer or reduce your Fund contributions and upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund If we terminate the Fund we will distribute all unspent monies to franchisees and to us and our affiliates in proportion to their and our respective Fund contributions during the preceding twelve (12) month period (Franchise Agreement – Section X B and X C)

Your Local Advertising

In addition to your Fund contributions, we encourage to advertise and promote your Business locally Your local advertising and promotion must follow our guidelines All advertising and promotional materials developed for your Business must contain notices of our Web site s domain name in the manner we designate You may not develop, maintain, or authorize any Web site that mentions or describes you or the Business or displays any of the Marks

All advertising promotion and marketing must be completely clear factual and not misleading and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require Before you use them you must send us or our designated agency for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously accepted If you do not receive written acceptance or disapproval within 30 days after we or our designated agency receives the materials they are deemed to be rejected You may not use any advertising, promotional, or marketing materials that we have not accepted or have rejected

You must list and advertise the Business in at least one recommended directory distributed within the Business's market area (in designated business classifications) and use an approved form of classified telephone directory advertisement If other The Local Door Coupons® Businesses are located within the directory s distribution area, you must participate in a collective directory advertisement with those Businesses and pay your share (Franchise Agreement – Section X D 1)

Regional Advertising Program

We may designate an advertising coverage area ('ACA") – local or regional – in a designated market area (DMA) in which two (2) or more The Local Door Coupons® Businesses are located in order to seek to establish a regional advertising program (Regional Program') An ACA is the area covered by the particular advertising medium recognized in the industry DMA is a recognized marketing medium by Arbitron If your Business is located in the ACA, you must participate Each The Local Door Coupons® Business operating in the ACA will have one vote, including each Business we or our affiliates operate

If a Regional Program is established for your ACA, your Business and each other Business in the ACA (whether franchised, or owned by us or an affiliate) must contribute up to 2% (two percent) of Gross Sales to the Regional Program weekly, monthly, or as otherwise specified by 50% (fifty percent) or more

of The Local Door Coupons® Businesses operating in the ACA Any amounts you contribute to a Regional Program will count toward the 2% (two percent) of Gross Sales you are required to spend on local advertising

We have the power to form, change, dissolve, or merge any Regional Program Regional Programs will not operate from any written governing documents We will make available for your review any records showing payments to and expenses of any Regional Program in which you participate

Internet and Social Media

We will not allow you to maintain any sort of internet advertising or social media interaction on your own Franchisor will maintain an internet webpage which will include a section for you You may not develop, maintain or authorize any Web site that mentions or describes you or the Business or displays any of the Marks Franchisee may not, either during or after this Agreement s term, use any of the Marks or any similar word, phrase or symbol (i) as part of any domain name or electronic address it maintains on the Internet, the World Wide Web or any other similar proprietary or common carrier electronic delivery system or (ii) in any user name, screen name or profile in connection with any social networking Websites such as, but not limited to, Google +® LinkedIn® twitter®, myspace com® Facebook®, YouTube®, YP com or any Google Business Pages and related media, except in accordance with Franchisor's guidelines set forth in the Operations Manual

Franchisee Advisory Council

We do not currently have a franchisee advisory council that advises us on advertising policies

Operations Manual

The Table of Contents for the Operations Manual is attached hereto as Exhibit D, and it contains _____ pages

Computer System

You must obtain and use in your Business a computer and computer system The Computer and computer system will generate reports on the sales and expenses of the Business and currently costs about $500 00 to $1,000 00 You may obtain the Computer from any vendor so long as the Computer meets our requirements as set forth below You will be solely responsible for the acquisition, operation maintenance, and upgrading of the Computer System Neither we nor any affiliate or third party is obligated to provide ongoing maintenance, repairs upgrades, or updates for the Computer We currently do not require that you purchase a maintenance, repair, upgrade, or update service contract for the Computer System but we reserve the right to do so in the future

You must have and use the email address (___@localdoorcoupons com) which will be provided and assigned by us, so that we can send you notice and otherwise communicate with you by this method We will not have independent access to your computer information We have been using the current Computer System since 201_ The principal components of the current Computer System are as follows

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- Online proprietary software from The Local Door Coupons®
- Server
- Color Laser Printer/Scanner
- 17' – 19 Monitors
- Windows 7

- Microsoft Office
- CD-Rom drive
- Internet access (high speed)
- Monitor surge protector, mouse, keyboard
- Backup system

You will not be required to retain a computer expert to set up or operate your computer system (except in the event of any system malfunction)

We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain on your signing the Software License Agreement or similar document that we or our affiliates prescribe to regulate your use of and our and your respective rights and responsibilities concerning the software or technology We or our affiliates may charge you a monthly or other fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the franchise term

Item 12 TERRITORY

You will receive an exclusive Territory We will allow your franchised business to operate at a location within your exclusive territory We will describe your territory in your Franchise Agreement before or shortly after you sign it Your territory may be defined by one or more 5-digit ZIP Codes, county or city boundaries, or fixed geographical boundaries such as rivers, streets or highways, or may be identified by a map When determining the territory, we generally use then current demographic statistics provided by the U S Census Bureau

We will determine the size and boundaries of your territory in our discretion based on factors such as population density, character of neighborhood, location and number of competing businesses postal routes and other factors While there is no minimum territory size, we typically will define one Distribution Area to include a pre-determined minimum amount of (thirty-thousand) 30 000 qualified, residential addresses "A Qualified Residential Address" is defined as a single or multiple family dwelling structure on one premise address We typically award a triple territory including approximately 90 000 qualified residential addresses as your franchise territory

You must operate the Business from a single location You do not receive the right to obtain additional franchises in the Territory You may not conduct business outside of the Territory with the exception of publications that are previously approved by the Franchisor Conducting business outside of the Territory will be considered a material default under the Franchise Agreement

You may not be actively engaged in any Advertising, Door hanger, or marketing business other than The Local Door Coupons® Business without our prior consent In addition, you may not be engaged in any other business whatsoever within your Territory

Except as limited below, and provided that you are in full compliance with the Franchise Agreement, we and our affiliates will not operate or grant a franchise for the operation of another The Local Door Coupons® Business at a location within your territory during the term of the Franchise Agreement Except as expressly limited by the previous sentence we and our affiliates retain all rights with respect to The Local Door Coupons® Businesses, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire but not limited to

(1) the right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside your territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate

(2) the right to provide, offer and sell and to grant others the right to provide offer and sell goods and services that are identical or similar to and/or competitive with those provided at The Local Door Coupons® Businesses, whether identified by the Marks or other trademarks or service marks through dissimilar channels of distribution (including the internet or similar electronic media) both inside and outside your territory and on any terms and conditions we deem appropriate

(3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services both inside and outside your territory under the Marks and on any terms and conditions we deem appropriate,

(4) the right to operate, and to grant others the right to operate The Local Door Coupons® Businesses located anywhere outside your territory under any terms and conditions we deem appropriate and regardless of proximity to the Business,

(5) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at The Local Door Coupons® Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or Franchisees or licensees of these businesses) are located or operating (including in your territory), and

(6) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise regardless of the form of transaction), by a business providing products and services similar to those provided at The Local Door Coupons® Businesses, or by another business, even if such business operates franchises and/or licenses competitive businesses in your territory

We are not required to pay you if we exercise any of the rights specified above inside your Territory

You have no options, rights of first refusal, or similar rights to acquire additional franchises

On renewal or transfer of a franchise the Territory may be modified Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard territory we may require you or the transferee to accept a renewal territory or a transfer territory smaller than the then-current territory

Although we and our affiliates have the right to do so (as described above) we and our affiliates have not operated or franchised and presently have no plans to operate or franchise, other businesses selling or leasing similar products or services under different names than The Local Door Coupons®

Continuation of your franchise or territorial rights depends on your achieving a certain sales volume, market penetration, or other contingency You must produce at least one (1) publication campaign per calendar quarter

We do not restrict you from soliciting or accepting orders from outside your Territory but you do not have the right to use other channels of distribution to make sales outside your Territory Publications outside the Territory must be approved by The Local Door Coupons Franchise, Inc

Item 13 TRADEMARKS

You may use certain Marks in operating the Business The principal Marks are

MARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASSIFICATION
	86383377	May 5, 2015	035

The Marks are owned by our Vice-President, Brian Tijerino Mr Tijerino has registered the Marks listed above on the Principal Register of the United States Patent and Trademark Office ('USPTO") No affidavits or renewal filings are yet due in connection with these Marks

Under a License Agreement dated August 22, 2015, Mr Tijerino, granted us a license giving us the right to use the Marks and to sublicense it to our franchisees for use in operating The Local Door Coupons® Businesses The license agreement is perpetual but either we or The Local Door Coupons Franchise, Inc , may terminate it upon providing thirty (30) days' prior notice to the other However termination of the license agreement will not affect existing franchise agreements No other agreement limits our right to use or license the Mark

You must follow our rules when you use the Marks, including giving proper notices of trademarks and service mark registration and obtaining fictitious or assumed name registrations required by law You may not use the Mark (i) in your corporate or legal business name (ii) with modifying words terms designs, or symbols (except for those we license to you) (iii) in selling any unauthorized services or products, or (iv) as part of any domain name, homepage, electronic address or otherwise in connection with a website

To our knowledge there currently exist no effective material determinations of the USPTO the Trademark Trial and Appeal Board the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation, involving the Mark, and there are no agreements that may limit your use of the Mark However if anyone establishes to our satisfaction that its rights are for any legal reason superior to any of our Marks then you must use such variances or other services marks trademarks, or trade names as we require so as to avoid conflict with any superior rights

You must notify us immediately of any apparent infringement or challenge to your use of any Mark or of any trademark claim of any rights in any of our Marks, and you may not communicate with any person other than with us our attorneys, and your attorneys regarding any infringement challenge or claim We may take any action we deem appropriate (including, without limitation, no action) and exclusively control any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement challenge or claim You must assist us in protecting and maintaining our interests in any litigation, USPTO proceeding, or other proceeding We will reimburse you for the costs you incur in taking any action that we ask you to take

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice We need not reimburse you for your direct expenses of changing the Business's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark

We will reimburse you for all damages and expenses that you incur in any trademark infringement or unfair competition proceeding disputing your authorized use of the Marks under the Franchise Agreement if you have timely (i) notified us of such proceeding, and (ii) complied with our directions for responding to such proceeding At our option subject to our sole discretion, we may defend and control the defense of any proceeding arising from your use of the Marks

Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise We claim copyrights in (i) the Operations Manual (which contains our trade secrets) (ii) our advertising and marketing materials (the "Door Hanger'), and (iii) similar items used in operating The Local Door Coupons® Businesses We have not registered these copyrights with the United States Registrar of Copyrights but need not do so at this time to protect them You may use these items only as we specify while operating your Business (and must stop using them if we so direct you)

Currently, there are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials No agreement limits our right to use or allow others to use the copyrighted materials To the best of our knowledge no infringing uses of our copyrights that could materially affect your use of the copyrighted materials exist in any state

We need not protect or defend copyrights, although we intend to do so if it is in the System s best interests We may control any action we choose to bring even if you voluntarily bring the matter to our attention We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law) This information includes site selection criteria formulas for Trade Secret Products or Services, training and operations materials, methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating The Local Door Coupons® Businesses marketing and advertising programs for The Local Door Coupons® Operations, any computer software or similar technology that is proprietary to us or the system knowledge of specifications for and suppliers of Operating Assets, Trade Secret Products or Services and other products and supplies, knowledge of the operating results and financial performance of The Local Door Coupons® Businesses other than your Business, and graphic designs and related intellectual property

All ideas, concepts, techniques or materials and customer lists concerning your The Local Door Coupons® Business whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property part of the system, and works made-for-hire for us To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item and all related rights to that item to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item

You may not use our confidential information in an unauthorized manner You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access We may regulate the form of agreement that you use and will be a third party beneficiary of that agreement with independent enforcement rights

Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or if you are an entity your managing owner) must act as the general manager of the Business with responsibility for direct, on-premises supervision of the Business You (or your managing owner) must devote full time and efforts to the management and supervision of the Business You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Business System Standards may regulate the Business s staffing levels, identifying the Business's personnel, and employee qualifications, training dress and appearance If you are a legal entity you must appoint a shareholder, member or partner (as applicable) to be your 'Managing Owner" responsible for overseeing and supervising the Business s operation

You must keep us informed at all times of the identity of any supervisory employees acting as assistant managers of the Business Your assistant managers need not have an equity interest in the Business or you but must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchisees We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights

If you are a corporation, limited liability company or partnership your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations including the covenant not to compete This 'Guaranty and Assumption of Obligations" is included on the last page of the Franchise Agreement

The staff required to operate a Business consists at a minimum, of a manager (that can be you), salesperson(s) appointment setters and an office manager/bookkeeper

Item 16 RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You must offer and sell all products we specified or approved and perform all services we specified or approved as we may periodically require for The Local Door Coupons® Business You may not offer or sell any products or perform any services that we have not authorized Our System Standards may regulate (i) required and/or authorized products and Trade Secret Products or Services, (ii) unauthorized and prohibited products and services (iii) purchase storage, preparation, handling, and packaging procedures and techniques for Items and Trade Secret Products or Services, and (iii) inventory requirements for Trade Secret Products or Services and other products and supplies such that your Business operates at full capacity We may periodically change required and/or authorized Items and Trade Secret Products or Services There are no limits on our right to do so We do not impose any restrictions or conditions that limit your access to customers within your Distribution Area Territory(ies)

Item 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached as Exhibit B to this disclosure document

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(a) Length of the franchise term	Section VII A	Ten (10) years from the effective date of the Franchise Agreement
(b) Renewal or extension of the term	Section VII B	If you are in full compliance, you may acquire 2 successor franchise terms of Five (5) years each (for a total of 10 years)
(c) Requirements for franchisee to renew or extend	Section VII B	Give us timely notice, maintain possession of Business premises or find acceptable substitute premises, remodel Business according to our then current standards (regardless of cost), and sign new franchise agreement, a release (if subject to applicable state law), and other documents we use to grant franchises In addition you must attain during the last 12 months of the then-current term of the Franchise Agreement, Gross Sales of not less than 75% of the chain average (including both company owned and franchised outlets) over the same period If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights
(d) Termination by franchisee	Section XXIII E	If we breach Franchise Agreement and an arbitrator determines that we did not cure default after notice from you

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(e) Termination by franchisor without cause	Section XIII C	NONE
(f) Termination by franchisor with cause	Section XXIII D	We may terminate your franchise only if you or your owners commit one of several violations
(g) "Cause" defined – curable defaults	Section XXIII D	You have ten (10) days to cure monetary defaults and failure to maintain required insurance, thirty (30) days to cure operational defaults and other defaults not listed in (h) below and ninety (90) days to relocate to a new site if you lose possession of the premises
(h) 'Cause" defined – non-curable defaults	Section XXIII C	Non-curable defaults include (i) misrepresentation in acquiring the franchise, (ii) failure to secure Business s site within sixty (60) days after Franchise Agreement's effective date (iii) failure to complete training, abandonment (iv) unapproved transfers, (v) conviction of a felony, (vi) dishonest or unethical conduct, (vii) unauthorized use or disclosure of the Operations Manual or other confidential information, (viii) failure to pay taxes, understating Gross Sales (ix) repeated defaults (even if cured) (x) an assignment for the benefit of creditors, (xi) appointment of a trustee or receiver and (xii) violation of any anti-terrorism law
(i) Franchisee's obligations on termination/non-renewal	Section XXIV	Obligations include, without limitation (i) paying outstanding amounts, (ii) complete de identification, (iii) assigning telephone and other numbers, (iv) ceasing to use our Marks, and (v) returning confidential information (also see (o) and (r) below)
(j) Assignment of contract by franchisor	Section XXII B	No restriction on our right to assign We may assign without your approval

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(k) 'Transfer" by franchisee – definition	Section XXII A	Includes without limitation, the assignment of the (i) Franchise Agreement; (ii) Business (or its profits losses or capital appreciation) (iii) Business's assets, and (iv) ownership in the Franchisee
(l) Franchisor's approval of transfer by franchisee	Section XXII A	No transfer without our prior written consent
(m) Conditions for franchisor's approval of transfer	Section XXII A	The transferee must qualify, you must pay us, our affiliates, and third party vendors all amounts due and submit all required reports, you are not in default during the sixty (60)-day period immediately preceding the transfer request or during the period between the date of the request and the transfer's proposed effective date, the transferee and its owners and affiliates are not engaged in a competing business, your training is completed the lease is transferred, you or the transferee signs our then-current franchise agreement and all other related documents, the transfer fee is paid, you signed a release (if subject to applicable state law) we approve the material terms you subordinate amounts due to you you de-identify you correct existing Business deficiencies of which we notify you on punch list, and transferee agrees to upgrade and remodel Business within specified timeframe after transfer (also see (r) below)
(n) Franchisor's right of first refusal to acquire franchisee's business	Section XXII D	You must first offer the sale of your franchise Business or of the Business's assets to us before selling to anyone else We may match any offer for your Business, your Business s assets or an ownership interest in you
(o) Franchisor's option to purchase franchisee's business	Section XXIV F	We may buy the office and computer equipment at the then-current book value after the Franchise Agreement is terminated or expires (without renewal)
(p) Death or disability of franchisee	Section XXII C	Assignment of franchise or an ownership interest in you to an approved party within

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		nine (9) months, we may manage your Business if there is no qualified manager
(q) Non-competition covenants during the term of the franchise	Section XIX B C,D	No diverting business, no ownership interest in, or performing services for, competitive business anywhere ('competitive business" means any business that derives more than 5% (five percent) of its revenue from selling advertising, or any business granting franchises or licenses to others to operate such a business) no interference with our employees or with our franchisees' employees
(r) Non-competition covenants during the term of the franchise	Section XIX B	No diverting business, no ownership interest in, or performing services for, any competing business for two (2) years at Business's premises and (i) within twenty-five (25) miles thereof and/or (ii) within twenty-five (25) miles of any other The Local Door Coupons® Operation existing as of date Franchise Agreement expires or is terminated (same restrictions apply after transfer)
(s) Modification of the agreement	Section XXV J	No modifications of Franchise Agreement generally except by written agreement between you and us However, we may change the Operations Manual and System Standards
(t) Integration/merger clause	Section XXV J	The Franchise Agreement is the entire agreement between you and us Only the terms of Franchise Agreement are binding (subject to state law) Any statements or promises made outside of the Franchise Agreement or this disclosure document may not be enforceable
(u) Dispute resolution by arbitration or mediation	Section XXV C	Except for certain claims, all disputes must be arbitrated in Miami Florida (subject to applicable state law)

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(v) Choice of forum	Section XXV G	Litigation and/or arbitration must be in Miami-Dade County Florida (subject to applicable law)
(w) Choice of Law	Section XXV G	Except for Federal Arbitration Act and other federal law, if applicable, the governing law will be the laws of the State of Florida

Termination on Bankruptcy

A provision in your Franchise Agreement that terminates the franchise in the event of your bankruptcy may not be enforceable under Title 11 United States Code Section 101 et seq

Item 18 PUBLIC FIGURES

We do not use any public figure to promote our franchise No public figure is involved in our management

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 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 our management by contacting us, 13190 SW 134th Street, Unit# 108, Miami, Florida 33186, and (305) 233-1117, the Federal Trade Commission, and any appropriate state regulatory agencies

We do not furnish or authorize our salespersons or brokers (including, without limitation, officers and directors) to furnish any oral written or visual representation that states, whether expressly or by implication a specific level or range of actual or potential sales, income gross profits or net profits of a The Local Door Coupons® Business

Actual results vary from Business to Business and we cannot estimate the results of any particular The Local Door Coupons® Business

Item 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS ENDED DECEMBER 31, 2013, 2014, 2015

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2013	0	0	0
	2014	0	0	0
	2015	0	0	0
Affiliates	2013	0	0	0
	2014	0	0	0
	2015	0	1	1
Total Outlets	2013	0	0	0
	2014	0	0	0
	2015	0	1	1

As of December 31, 2015, our affiliate, The Local Door Coupons Inc operated one (1) outlet of the type being franchised

TABLE NO 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS ENDED DECEMBER 31 2013, 2014, 2015

State	Year	Number of Transfers
All U S States	2013	0
	2014	0
	2015	0
Total	2013	0
	2014	0
	2015	0

TABLE NO 3

STATUS OF FRANCHISED OUTLETS FOR YEARS ENDED DECEMBER 31 2013, 2014, 2015

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewal s	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of Year
All U S States	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Total	2013	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewal s	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of Year
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0

TABLE NO 4

STATUS OF AFFILIATE OUTLETS FOR THE YEARS ENDED DECEMBER 31, 2013, 2014, 2015

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
All U S States	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
Total	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0

As of December 31, 2015, our affiliate, The Local Door Coupons, Inc , operated one (1) outlet of the type being franchised

TABLE NO 5

PROJECTED OPENINGS BY DECEMBER 31, 2016

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
FLORIDA	0	4	0
SOUTH CAROLINA	0	2	0
TEXAS	0	4	0
NEW YORK	0	2	0
Total	0	12	0

Exhibit E-1 lists the names of all of our operating franchisees and the addresses and telephone numbers of their Businesses as of December 31 2015 Exhibit E-2 lists Franchisees who have signed Franchise Agreements for Businesses that were not yet operational as of December 31, 2015 Exhibit E-3 lists the name city and state, and business telephone number (or, if unknown the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within ten (10) weeks of the issuance date of this disclosure document IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM

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During the last three (3) fiscal years, we have not signed any confidentiality clauses with current or former franchisees that would restrict them from speaking openly with you about their experience with us

There are no trademark-specific organizations formed by our franchisees that are associated with The Local Door Coupons® System

Item 21 FINANCIAL STATEMENTS

WE HAVE NOT BEEN IN BUSINESS FOR THREE (3) YEARS OR MORE AND CANNOT INCLUDE ALL OF THE FINANCIAL STATEMENTS REQUIRED BY THE RULE

Our existing financial statements as applicable are attached to this FDD as Exhibit C and may include or consist of an unaudited opening balance sheet regarding our first year of selling franchises

Deleted Exhibit C contains our audited financial statements for the periods ended December 31 2013 December 31 2014 and December 31 2015

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Item 22 CONTRACTS

The following agreements are attached as exhibits as follows

(a) The Franchise Agreement is attached as Exhibit B-1
(b) The Regional Area Development Agreement is attached as Exhibit B-2 and
(c) The State Specific Addenda to Franchise Agreement are attached as Exhibit F

Item 23 RECEIPT

Exhibit L contains detachable documents acknowledging your receipt of this disclosure document

EXHIBIT A

STATE AGENCIES - AGENTS FOR SERVICE OF PROCESS

Directory of Franchise Regulators

FEDERAL

FEDERAL TRADE COMMISSION
Division of Marketing Practices
Seventh and Pennsylvania Avenues NW
Room 238
Washington D C 20580
202-326-2970

STATE

We intend to register this disclosure document as a 'franchise" in some or all of the following states in accordance with the applicable state law If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state

Directory of State Franchise Regulators	Agents Authorized to Receive Process
CALIFORNIA State of California Department of Business Oversight 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205	**CALIFORNIA** State of California Department of Business Oversight 1515 K Street, Suite 200 Sacramento, CA 95814
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, HI 96813 (808) 586-2722	**HAWAII** Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, HI 96813
ILLINOIS Franchise Division Office of Attorney General 500 South Second Street Springfield IL 62706 (217) 782-4465	**ILLINOIS** Franchise Division Office of the Attorney General 500 South Second Street Springfield Illinois 62706

Deleted Securities Regulation Division [1]
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INDIANA Franchise Division Office of Secretary of State 302 W Washington St , Rm E111 Indianapolis, IN 46204 (317) 232-6681		**INDIANA** Franchise Division Office of Secretary of State 302 West Washington St , Room E111 Indianapolis, Indiana 46204
MARYLAND Office of the Attorney General Division of Securities 200 St Paul Place Baltimore, Maryland21202-2020 (410) 576-6360		**MARYLAND** Maryland Securities Commissioner 200 Saint Paul Place Baltimore MD 21202-2020
MICHIGAN Consumer Protection Division Franchise Section PO Box 30213 Lansing MI 48909 517-373-7117		
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 500 St Paul, MN 55101-2198 (651) 296-4026		
NORTH DAKOTA Franchise Division North Dakota Securities Department 600 East Boulevard - 5th Floor Bismarck ND 58505 (701) 328-2910		**NORTH DAKOTA** Franchise Division North Dakota Securities Department 600 East Boulevard - 5th Floor Bismarck ND 58505
NEW YORK Franchise & Securities Division State Department of Law 120 Broadway 23rd Floor New York NY 10271 (212) 416-8211		**NEW YORK** New York Secretary of State 41 State Street Albany, NY 12231
RHODE ISLAND		**RHODE ISLAND**

Department of Business Regulation Division of Securities John O Pastore Office Complex 1511 Pontiac Avenue, Bldg 69-1 Cranston, RI 02910 (401) 222-3048		State of Rhode Island and Providence Plantations Department of Business Regulation Securities Division John O Pastore Office Complex 1511 Pontiac Avenue, Bldg 69-1 Cranston RI 02910
SOUTH DAKOTA Department of Labor and Regulation Division of Securities 445 East Capitol Ave Pierre, SD 57501 (605) 773-4823		**SOUTH DAKOTA** Department of Labor and Regulation Division of Securities 445 East Capitol Ave Pierre, SD 57501
VIRGINIA Clerk of State Corporation Commission Division of Securities and Retail Franchising 1300 E Main St 9th Floor Richmond VA 23219 (804) 371-9051		**VIRGINIA** Clerk of State Corporation Commission 1300 E Main St 9th Floor Richmond VA 23219
WASHINGTON The Department of Financial Institutions Securities Division P O Box 9033 Olympia, WA 98507-9033 (360) 902-8760		**WASHINGTON** The Department of Financial Institutions Securities Division 150 Israel Road, SW Tumwater,WA 98507-9033
WISCONSIN Department of Financial Institutions Division of Securities 345 West Washington Ave , 4th Floor Madison, WI 53703 (608) 266-3364		**WISCONSIN** Department of Financial Institutions 345 West Washington Ave 4th Floor Madison, WI 53703
FLORIDA State Department of Agriculture and Consumer Services P O Box 6700 Tallahassee, FL 32314-6700 850-410-3754		
OREGON		

Corporate Securities Section Dept of Insurance & Finance Labor & Industries Bldg Salem or 97310 (503) 378-4387		
TEXAS Secretary of State P O Box 12887 Austin, TX 78711-2887 (512) 463-5701		
CANADA Director of Franchises Alberta Securities Commission Agency 21st Floor 10025 Jasper Avenue Edmonton Alberta T5J 3Z5		

EXHIBIT B-1

FRANCHISE AGREEMENT
The Local Door Coupons Franchise, Inc
13190 SW 134th Street, Unit# 108
Miami, Florida 33186
Phone 305-233-1117
Email Brian@localdoorcoupons com

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the **Agreement**) is made effective as of the ___ day of _____, 20___, by and between **THE LOCAL DOOR COUPONS FRANCHISE, INC** a Florida corporation with offices located at 13190 SW 134th Street, Unit# 108, Miami Florida 33186 (hereinafter "**Franchisor**) and _____, an individual/entity having an address at _____ (hereinafter **Franchisee**"), to evidence the agreement and understanding between the parties as follows

RECITALS

WHEREAS, Franchisor has developed, operates and has the right to license a system or business program including expertise for conducting and operating an advertising and marketing business under the mark The Local Door Coupons®,

WHEREAS, Franchisor has entered into an exclusive license with Brian Tijerino dated August 22, 2015 (the "**License Agreement**"), to use certain trade names trademark logos service marks and other property in connection with the operation of business and has developed expertise (including, without limitation, confidential information) and a unique distinctive, and comprehensive system (the "**System**") for the establishment and operation of the business with respect to (i) The Local Door Coupons® for the promotion and identification of the mark, and (ii) The Local Door Coupons® and stylized logo for the sale of products and services at The Local Door Coupons® locations, and other locations at the discretion of the licensee The Local Door Coupons® (hereinafter referred to as a Franchise Location or "**Business**")

WHEREAS, Franchisor has devised a uniform system for the establishment and operation of The Local Door Coupons®, including, without limitation, a distinctive advertising design, uniform standards, specifications and procedures for operations, procedures for quality control, training and ongoing operational assistance advertising and promotional programs and other related benefits for use of Franchisee under the trade names and marks, all of which may be changed, improved, and further developed by Franchisor from time to time,

WHEREAS, Franchisor identifies its System by means of certain trade names, service marks, trademarks logos emblems trade dress and other indicia of origin including but not limited to the mark The Local Door Coupons®' and such other trade names, service marks, trademark and trade dress as are now designated (and may hereafter be designated by The Local Door Coupons® in writing) for use in connection with its System (hereinafter collectively the **Names and Marks**"),

WHEREAS, Franchisor continues to develop use and control the use of the Names and Marks to identify for the public the source of services and products marketed there under and under its System, and to represent the System's high standards of consistent quality, appearance, and service

WHEREAS Franchisor has established substantial goodwill and business value in the Names and Marks, expertise, and the System,

WHEREAS, Franchisee desires to obtain a franchise from Franchisor for the right to use the Names and Marks and the expertise for operating a The Local Door Coupons® Business and to obtain the benefits and knowledge of Franchisor's System, including without limitation, business design, operating methods, product preparation, advertising, sales techniques and materials, signs, personnel management, control systems, bookkeeping and accounting methods, and in general a style method and procedure of business operation utilizing the Names and Marks as a Franchisee of Franchisor, and

WHEREAS Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor and Franchisee understands and acknowledges the importance of The Local Door Coupons® high standards of quality, and appearance of the product, and prompt service and the necessity of operating the Business in conformity with The Local Door Coupons Franchise, Inc standards and specifications

NOW THEREFORE in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged the parties hereto, intending to be legally bound, hereby agree as follows

I FRANCHISEE'S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE

Franchisee (and each partner or shareholder of Franchisee if Franchisee is a partnership corporation, limited liability company, or similar legal entity) hereby represents that Franchisee has conducted an independent investigation of Franchisor's business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will depend upon Franchisee's abilities as an independent businessperson Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received any warranty or guarantee express or implied, as to the potential volume profits or success of the business contemplated by this Agreement

II FRANCHISEE'S ACKNOWLEDGEMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT

Franchisee acknowledges having received, read, and understood this Agreement, including the Uniform Franchise Disclosure Document ("**FDD**") and all attachments thereto Franchisee further acknowledges that Franchisor has accorded Franchisee ample time and opportunity to consult with independent legal counsel and other advisors of its own choosing concerning the potential benefits and risks of entering into this Agreement Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled "Information For Prospective Franchisees Required By The Federal Trade Commission " at least fourteen (14) days prior to the date on which this Agreement was executed Franchisee acknowledges that it has received a completed copy of this Agreement, attachments referred to herein and agreements relating hereto, if any, at least seven (7) days prior to the date on which this Agreement was executed if the document has been modified in favor of the Franchisor after initial disclosure

Franchisee acknowledges that Franchisee has read and understands this Agreement, the attachments hereto and any agreements relating thereto, and that Franchisee has been advised by a representative of Franchisor to consult with an attorney or advisor of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement prior to its execution

Franchisee acknowledges that any statements oral or written, made by Franchisor or its agents prior to the execution of this Agreement were for informational purposes only and, as such, do not constitute any representation or warranty by Franchisor The only representations, warranties and obligations of Franchisor are those specifically set forth in the FDD and this Agreement Franchisee must not rely on and the parties do not intend to be bound by, any statement or representation not contained therein

Franchisee acknowledges that Franchisor (i) will not provide or designate locations for Franchisee, (ii) will not provide financial assistance to Franchisee, and (iii) has made no representation that it will buy back from Franchisee any products supplies, or equipment purchased by Franchisee in connection with the Business hereunder

III ACTUAL, AVERAGE, PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS

Franchisor does not make or present, and has not prepared, any "Earning Claims" or "Financial Performance Representations " Accordingly, the same are not attached as an exhibit to the FDD Earnings claims located in the FDD are the only statement of sales profits, or earnings that Franchisee should rely upon

Franchisee, and each party executing this document acknowledges that Franchisor, itself or through any officer director employee or agent, has not made, and Franchisee has not received or relied upon, any oral or written visual, express or implied information representations assurances, warranties guarantees, inducements, promises or agreements concerning the actual, average, projected or forecasted franchise sales revenues profits, earnings or likelihood of success that Franchisee might expect to achieve from operating the Business, except as set forth in the FDD reviewed by Franchisee and/or its representatives

IV INDEPENDENT CONTRACTOR

A Franchisee is an Independent Contractor

During the term of this Agreement including any renewals or extensions hereof Franchisee shall hold itself out to the public as an independent contractor operating its business pursuant to a franchise from Franchisor Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which Franchisor shall have the right to specify (for example, such notices shall be provided on letterhead, business cards bank account names, bank checks and signs at the place of business) Nothing in this Agreement or in the FDD shall be construed to (i) give Franchisee the power to direct and/or control Franchisor s day-to-day activities, (ii) create a fiduciary or other special relationship between Franchisor and Franchisee or (iii) make Franchisee or Franchisor an agent legal representative joint venturer, partner, employee or servant of each other for any purpose

B Franchisor Not In Fiduciary Relationship With Franchisee

It is understood and agreed by the parties hereto that this Agreement does not establish a fiduciary relationship between them and that nothing in this Agreement is intended to constitute either party an agent, legal representative subsidiary joint venture, partner, employee, or servant of the other for any purpose whatsoever

It is understood and agreed that nothing in this Agreement authorizes Franchisee, and Franchisee shall have no authority to make any contract agreement warranty, or representation on behalf of Franchisor or to incur any debt or other obligation in The Local Door Coupons® name and that Franchisor shall in no event assume liability for, or be deemed liable hereunder or there under as a result of any such action nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Business or for any claim or judgment arising therefrom against Franchisee or Franchisor

V FRANCHISE GRANT

Subject to the License Agreement and in accordance with the terms and conditions set forth in this Agreement, Franchisor hereby grants to Franchisee the right, and Franchisee hereby accepts the obligation, to use the Names and Marks, Franchisor s advertising and merchandising methods, and Franchisor's System solely to operate the Business at the Location set forth in Section VI below (the "**Accepted Location**'), provided the Franchisee adheres to all terms and conditions set forth herein

VI ACCEPTED LOCATION, EXCLUSIVE AREA OR TERRITORY

The Franchise Business(es) shall be located within the State of _____ in the county(ies) of _____ and shall contain the following zip codes _____

The exact accepted location shall be _____ (hereinafter the **Accepted Location"**) In the event that the Accepted Location has not been selected prior to the parties' execution of this Agreement, then the Accepted Location shall be entered at a later date pursuant to the terms of this Agreement)

Franchisee shall not relocate the Business without the express prior written consent of Franchisor During the term of this Agreement, Franchisor shall not establish, nor license another party or entity to establish a The Local Door Coupons® Business within Franchisee s territory, which shall include a pre-determined minimum amount of 30,000 (thirty thousand) qualified residential addresses (hereinafter the **Territory**") Upon Franchisee s execution of this Agreement for the first franchise, Franchisee shall receive a triple territory equal to approximately 90,000 (ninety thousand) qualified residential addresses Your Territory may be defined by (i) one or more five (5)-digit ZIP Codes (ii) county or city boundaries (iii) fixed geographical boundaries such as rivers, streets, or highways or (iv) a map When determining the territory, Franchisor generally uses demographic statistics provided by the U S Census Bureau

So long as this Agreement remains in force and effect and Franchisee remains in full compliance with all of the terms set forth herein Franchisor shall not license or establish another The Local Door Coupons® Business to conduct business at a location within the Territory

VII TERM AND RENEWAL OF AGREEMENT

A Term

The Franchise herein granted shall be valid for a term of ten (10) years from the date of execution and acceptance of this Agreement by Franchisor (the '**Effective Date**) and subject to earlier termination as herein provided

(1) Notwithstanding any other provision of this Agreement

(i) If Franchisee conducts the Franchised Business after the expiration date of this Agreement without having entered into a new franchise agreement, Franchisee shall be deemed an infringer of Franchisor's ownership of its marks and other intellectual property and confidential and proprietary information until Franchisee and Franchisor shall have executed a new franchise agreement for the Territory provided Franchisor shall not have an obligation to offer Franchisee a new agreement

(ii) If applicable state law requires Franchisor give notice of expiration to Franchisee prior to the expiration or non-renewal of this Agreement, and if such notice has not been given by Franchisor in a timely manner prior to the expiration date of this Agreement, then this Agreement shall remain in effect only from month to month until Franchisor has given Franchisee the appropriate notice as required by applicable law

B Renewal

Franchisee may, at its option renew the Franchise granted by this Agreement for two (2) additional terms of five (5) years each provided that Franchisor is still offering franchises at that time and subject to the following conditions, all of which must be met prior to renewal

1 Franchisee shall give Franchisor written notice of its election to renew not less than six (6) months prior to the end of the then current term,

2 Franchisee must not be in default under any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisor and Franchisee and Franchisee shall have complied with all the terms and conditions of all such agreements during the terms thereof

3 Franchisee shall complete to Franchisor's satisfaction such maintenance and renovation of the Business as Franchisor may require

4 Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliate(s) and shall have timely met these obligations throughout the current term,

5 Franchisee shall execute, before the renewal term, Franchisor's then-current form of Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may materially differ from the terms of this Agreement,

6 Franchisor shall charge Franchisee a renewal fee in an amount equal to 25% (twenty-five percent) of the then-current franchise fee,

7 Franchisee shall comply with Franchisor's then current qualification and training requirements

8 Franchisee must execute a general release, in a form prescribed by Franchisor of any and all claims against Franchisor and its affiliate, and their respective officers, directions agents and employees, provided that such release is not in conflict with any applicable local state or federal laws, and

9 Franchisee has attained, during the last twelve (12) months of the term of the Franchise Agreement, Gross Sales of not less than 75% (seventy-five) of the chain average (including both company owned and franchised outlets over the same period

VIII FRANCHISEE'S INITIAL INVESTMENT

Franchisee's initial investment will vary depending upon the size of the Business, number of territories geographical locations leasehold improvements required (if any) and the number of Businesses to be opened by Franchisee, and other factors

Franchisee hereby certifies that he, she or it has reviewed the above-estimated start-up costs as detailed in the franchise disclosure document and has sufficient cash resources available to meet said expenses These start-up costs are in addition to the initial franchise fee

IX TIME LIMIT FOR STARTING BUSINESS, COOPERATION, INITIAL FRANCHISE FEE

A Time Limit for Starting Business

Franchisee shall open the Franchise for business within ninety (90) days of the date of execution of this Franchise Agreement (the "**Opening Date**") provided, however, that Franchisee shall have the right to substitute a different site, if such different site is acceptable to Franchisor within thirty (30) days of execution of this Agreement Franchisor may grant Franchisee one (1) thirty (30) day extension past the ninety (90) days allotted within which to open the Business

Provided that Franchisee has made full and complete application for all permits, licenses, and all other permits required to open a The Local Door Coupons® Business, within thirty (30) days of the execution date of this agreement, Franchisor may agree to grant up to two (2) thirty (30) day extensions to obtain all necessary permits if the delay was due to causes beyond the reasonable control of Franchisee, which agreement of Franchisor will not be unreasonably withheld Franchisee must submit documentation of the status of the application(s) ten (10) days prior to the date of each thirty (30) day extension requested Upon the grant of such extension(s) by Franchisor the Opening Date will be commensurately extended

Should Franchisee be unable to obtain all necessary permits and licenses during the stated period and extension time period or periods as a result of causes beyond the reasonable control of Franchisee (unless the requirement for the issuance of such permits and licenses is waived in writing by Franchisor), this Agreement shall be deemed terminated upon written notice from either Franchisee or Franchisor to the other, without the necessity of further action by either party or further documentation Upon such termination, Franchisor shall (i) retain 66% (sixty-six percent) of the Franchise Fee as a Termination Fee and (ii) refund the remaining 34% (thirty-four percent) of the Franchise Fee to Franchisee within thirty (30) days of the notice by Franchisor of the termination of this Agreement

During the term of this Agreement, the Accepted Location shall be used exclusively for the purpose of operating a franchised The Local Door Coupons® Business

It is understood and agreed that, except as expressly provided herein, this Franchise is non-exclusive and includes no right of Franchisee to sub-franchise

B Cooperation Required

Franchisee shall reasonably cooperate with Franchisor to ensure that the various actions occur which are necessary to obtain acceptance by Franchisor of the Business location In particular, Franchisee shall furnish any pertinent information as may be reasonably requested by Franchisor regarding Franchisee's business and finances

C Initial Franchise Fee

Franchisee shall pay an initial franchise fee in the amount of $19,900 00 (Nineteen Thousand and Nine Hundred U S Dollars) for a single-unit franchise consisting of three (3) Territories, each encompassing a minimum of 30,000 (thirty thousand) qualified, residential addresses each a total of 90,000 (ninety thousand) households plus $9,950 00 (Nine Thousand, Nine Hundred and Fifty U S Dollars), for

each additional territory encompassing a minimum of 30,000 qualified, residential addresses A "Qualified Residential Address' is defined as a single or multiple family dwelling structure on one premise

If you buy multiple Units under the Regional Area Development Agreement, the franchise fee is multiplied by the number of The Local Door Coupons® franchises you agree to develop

Deleted M

Franchisee hereby acknowledges that the "Initial Franchise Fee' is due upon execution of this Agreement and receipt of which is hereby acknowledged by Franchisor
The number of Franchised Businesses Franchisee must open shall be determined before Franchisee executes the Regional Area Development Agreement

D Time Limit for Approving Franchisee

Franchisor, within thirty (30) days of payment of the Initial Franchise Fee provided in Section IX C above shall approve or disapprove the Franchisee s application for a franchise If Franchisee is disapproved, the deposit provided in Section IX C above shall be refunded to Franchisee in full

X OTHER FEES

A Base Royalty Fees

In addition to the Initial Franchise Fee described in Section IX above the Franchisee shall pay to Franchisor a Base Royalty Fee in an amount equal to 6 5% (six point five percent) of monthly Gross Sales

As used in this Agreement, 'Gross Sales shall include all revenue received from the sale of all products and performance of services in, at, upon about, through or from the Business and every kind and nature related to the Business whether for cash or credit and regardless of collection in the case of credit, including insurance proceeds and/or condemnation awards for loss of sales, profits or business provided however, that "Gross Sales" shall not include revenues from any sales taxes or other add on taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, (the retail value of any complimentary services or trade outs or credit card discounts from Gross Sales up to a maximum of 2% (two percent) of Gross Sales in the aggregate), and the amount of cash refunds to, and coupons used by customers, provided such amounts have been included in gross sales The sale and delivery of products and services away from the Business shall be by written approval of Franchisor only Should Franchisor agree to allow such sales in writing, these sales will be included in computing Gross Sales

The Royalty Fee shall be uniform as to all persons currently acquiring a Franchise, nonrefundable, and is not collected on behalf of nor paid to any third party

The Royalty Fee shall be payable by Franchisee and must be actually received by Franchisor within ten (10) days after each respective publication is completed

Any payment or report not actually received by Franchisor on or before the specified date shall be deemed overdue If any payment is overdue, in addition to the right to exercise all rights and remedies available to Franchisor under this Agreement Franchisee shall pay Franchisor, in addition to the overdue amount interest on such amount from the date it was due until paid at the lesser of the rate of 18% (eighteen percent) per annum and the maximum rate allowed by the laws of the State in which Franchisee's business is located or any successor or substitute law (hereinafter the ' Default Rate'), until paid in full

B National Advertising Fund

In the event that Franchisor implements a National Advertising relations program (the "**Programs**') as Franchisor, in its sole discretion, may deem appropriate to promote The Local Door Coupons® Business Franchisee shall contribute the amount required by Franchisor, not to exceed 2% (two percent) of Gross sales on a monthly basis The monthly contributions are payable by Franchisee and must be actually received by Franchisor by the fifth (5th) day of each month, based on the Gross Sales of the prior month Franchisor will direct all such Programs, and will have sole discretion over the creative concepts, materials and endorsements and media used in such programs, and the placement or allocation of such programs Franchisor shall also determine in its sole discretion the composition of all geographic territories and market areas for the implementation and development of such Programs Franchisee acknowledges and agrees that Franchisor undertakes no obligation in administering the Advertising Funds to make expenditures for Franchisee which are equivalent or proportionate to its contribution, or to insure that Franchisee benefits directly or pro-rata from advertising or promotion conducted under the Fund

C Regional Advertising Plan

In the event Franchisor establishes a Regional Advertising and Development Plan within Franchisee s Designated Market Area (DMA) (as defined by Arbitron Corporation or such other entity as shall be designated by Franchisor from time to time) Franchisee shall contribute a minimum of one percent (2 0%) of Gross Sales to the Plan each week The contributions are payable by Franchisee and must be actually received by the Plan by the fifth (5th) day of each month, based upon the Gross Sales of the prior month

D Local Advertising Plan and Expenditures

1 Local Advertising Plan

Franchisee agrees to create a local advertising and marketing plan by which Franchisee shall place local advertising in any media it desires provided that such advertising conforms to the standards and requirements of Franchisor as set forth in Franchisor's Manual or otherwise designated by Franchisor

Franchisee shall not advertise the Business in connection with any other business, except with Franchisor's prior written approval Franchisee shall obtain Franchisor's prior acceptance of all unapproved advertising and promotional plans and materials that Franchisee desires to use thirty (30) days before the start of any such plans Franchisee shall submit such unapproved plans and materials to Franchisor (by personal delivery or through the mail, return receipt requested) Franchisee shall not use such plans or materials until they have been accepted by Franchisor and shall promptly discontinue use of any advertising or promotional plans and material upon the request of Franchisor Any plans or materials submitted by Franchisee to Franchisor which have not been accepted or rejected in writing, within thirty (30) days of receipt thereof by Franchisor shall be deemed accepted

Franchisor shall oversee all advertising and promotional programs and shall have the sole discretion to accept or reject the creative concept, materials and media used in such programs, and the placement and allocation thereof Franchisee agrees and acknowledges that Franchisor undertakes no obligation in administering the Advertising Funds to make expenditures for Franchisee which are equivalent or proportionate to its contribution, or to insure that Franchisee benefits directly or pro-rata from advertising or promotion conducted under any Advertising Fund

2 Local Advertising Expenditures

During the term of this Agreement, Franchisee shall actively participate on local advertising and promotion provided, however, that Franchisor shall have the right to accept or reject any advertising

proposed for use by Franchisee

E **Launch Expenditures**

Franchisor may advise Franchisee regarding the preparation and placement of such advertising and promotional items

XI FINANCING ARRANGEMENTS

Franchisee hereby acknowledges that financing is the responsibility of Franchisee only Franchisor does not finance or guarantee the obligations of the Franchisee The Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section IX C of this Agreement

There are no waivers of defense by Franchisee in either the Franchise Agreement or other documents evidencing obligations to Franchisor

XII GENERAL OBLIGATIONS OF FRANCHISEE

A Follow Operations Manual and Directives of Franchisor

Franchisee agrees that use of Franchisor s System and adherence to the Operations Manual (the "**Manual**"), and to Franchisor's standardized design and specifications for decor of the Business and uniformity of equipment, layouts, signs, and other incidents of the Business, are essential to the image and goodwill of the System Franchisee shall cooperate and assist Franchisor with any customer or marketing research program which Franchisor may institute from time to time Franchisee's cooperation and assistance shall include, but not be limited to the distribution display and collection of customer comment cards questionnaires, and similar items In order to further protect the System and the goodwill associated therewith, Franchisee shall

1 Operate the Business and use the Operations Manual solely in the manner prescribed by Franchisor

2 Comply with such requirements respecting any service mark, trade name, trademark, or copyright protection and fictitious name registrations as Franchisor may from time to time, direct

3 Follow the methods of preparation, service and presentation so as to conform to the specifications and standards of Franchisor in effect from time to time

4 Use only such supplies, equipment, services and products so as to conform to Franchisor's specifications in effect from time to time

5 Sell from the Business all products and services specified by Franchisor and not sell or offer for sale any other products or services of any kind or character without first obtaining the express approval of Franchisor, which shall be at the full discretion of Franchisor who shall have the sole right of decision in regards to all products or services to be sold in the Franchise Business Franchisor shall have the right to not approve any product or services for any reason whatsoever or for no reason whatsoever

6 Discontinue selling or offering for sale or using any services or products Franchisor may, in its absolute discretion, delete from its standards and specifications for any reason whatsoever or for no reason whatsoever

7 Maintain in sufficient supply and use at all times, only such services and products, materials, supplies, and service, as conform to Franchisor's standards and specifications, and to refrain from deviating there from by using non-conforming services or methods without Franchisor's prior written consent

8 Purchase such equipment, supplies, services or products as may be required by Franchisor for the appropriate handling and selling of any services, publications and products that become approved for offering in the System

9 Require clean suitable business attire or uniforms as Franchisor may designate from time to time,

10 Not to install or permit to be installed on or about the Business premises, without The Local Door Coupons Franchise, Inc prior written consent any fixtures furnishings, signs, equipment or other improvements not previously approved as meeting Franchisor s standards and specifications

11 Employ a sufficient number of employees and maintain sufficient inventories as necessary to operate the Business at its maximum capacity as prescribed or approved by The Local Door Coupons Franchise, Inc and to comply with all applicable Laws with respect to such employees

12 Not engage in any trade practice or other activity or sell any product or literature which Franchisor determines to be harmful to the goodwill or to reflect unfavorably on the reputation of Franchisee or Franchisor, the Business, or the products or services sold there at or which constitutes deceptive or unfair competition or otherwise is in violation of any applicable laws The above limitations are closely related to the business image, purpose and marketing strategy of the System, and therefore any change there from would fundamentally change the nature of the business

B Operate Franchised Business Only

Franchisee shall use the System and the Names and Marks provided to Franchisee by Franchisor for the operation of the Business and shall not use them in connection with any other line of business or any other activity Neither Franchisee, nor any of its employees, may conduct any business at the Business other than that authorized pursuant to this Agreement, without the prior written approval of Franchisor Neither Franchisee, nor any of its employees may conduct any activity at the Business or in connection therewith which is illegal or which could result in damage to the Names and/or Marks or the reputation and goodwill of Franchisor

C Comply With Laws

Franchisee shall comply with all federal, state and local laws and regulations, and shall obtain and at all times maintain any and all permits, certificates, or licenses necessary for full and proper operation of the Business franchised under this Agreement Franchisor s standards may exceed any and all of the requirements of said laws

D Maintain Confidentiality of Proprietary Information

Neither Franchisee nor any of its partners officers directors, agents or employees shall, except as required in the performance of the duties contemplated by this Agreement, disclose or use at any time whether during the terms of this Agreement or thereafter any information disclosed to or known by Franchisee or any such person as a result of this Agreement Such information includes, but shall not be

limited to, information conceived, originated, discovered or developed by Franchisee or by any employee of Franchisee which is not generally known in the trade or industry about Franchisor's products, services, or licenses, including information relating to discoveries, ideas, manufacturing, purchasing, accounting, engineering, marketing, merchandising or selling

E Maintain and Renovate Business

Franchisee shall at all times maintain the Business in a clean, orderly condition in accordance with all operating standards set forth in the Manual Franchisee shall make at Franchisee's expense, all additions repairs, replacements improvements and alterations that may be determined by Franchisor to be necessary so that any facilities which are viewed by the public will conform to the System's image, as may be prescribed by Franchisor from time to time Franchisee shall undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions which may be reasonably specified by Franchisor

F Maintain Competent Staff

Franchisee shall maintain a fully trained competent staff capable of rendering courteous quality service in a manner in keeping with the standards set by Franchisor

G Open Business Within Time Limit

If Franchisee has chosen to operate out of an office Franchisee must sign a lease for the business location within thirty (30) days after execution of this Agreement Within ninety (90) days after execution of this Agreement, Franchisee must be open for business Franchisee shall obtain Franchisor's approval to open and shall open the Business and commenced operations Time is of the essence Prior to opening, Franchisee shall complete to Franchisor's satisfaction all preparations of the Business in accordance with specifications set forth in the Manual and as required by local governmental agencies, including the acquisition of supplies and inventory

H Operate Business in Strict Conformity to Requirements

Franchisee shall operate the Business in strict conformity with such standards, techniques, and procedures as Franchisor may from time to time prescribe in the Manual, or otherwise in writing, and shall not deviate there from without Franchisor's prior written consent Franchisee further agrees to offer its customers all products and services which Franchisor may from time to time, prescribe, to offer its customers only those products and services which meet Franchisor's standards of quality and which Franchisor has approved in writing to be offered in connection with the Business's operations, and to discontinue offering any products or services which Franchisor may in its sole discretion disapprove in writing at any time

I Use Approved Supplies and Products

1 Franchisee shall sell or otherwise distribute, only "The Local Door Coupons Franchise, Inc " items and related products or services which may, from time to time, be specified in writing, designated and approved for sale by Franchisor The proprietary products or services listed in the operations manual are developed by Franchisor The marketing publications which include but are not limited to, door hangers and door hanger advertising and website are a special product using the Names and Marks for The Local Door Coupons® The 'Proprietary Products" which are developed by Franchisor are the only products approved for use by Franchisee The "Proprietary Products" must be purchased by the Franchisee directly from Franchisor unless Franchisor makes other arrangements which shall be given to

Franchisee in writing such as an approved supplier that may purchase the products from Franchisor and resell them to Franchisee

2 To insure the consistent high quality and uniformity of publications provided by Franchisor, Franchisee shall purchase all equipment, inventory and other supplies, products, and materials used in the operation of The Local Door Coupons® Business as Franchisor may specify from time to time solely from suppliers who demonstrate to Franchisor's continuing satisfaction an ability to meet Franchisor's standards and specifications In approving any supplier Franchisor may consider factors such as the supplier's financial strength, quality control, and capacity to supply Franchisee's needs promptly and reliably All suppliers must be approved in writing by Franchisor and not thereafter disapproved If Franchisee desires to purchase the items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval Franchisor shall have the right to require, as a condition of its approval and review that its representatives be permitted to inspect the facilities of the proposed supplier and that the proposed item be delivered to Franchisor or its designee for testing The cost of such inspection and testing shall be paid by Franchisee or supplier, and Franchisor shall not be liable for damage to or for the return of any sample Franchisor reserves the right to re-inspect the facilities and to retest the product of any approved supplier and to revoke any approval if the supplier fails to continue to meet Franchisor's high standards

3 Franchisor reserves the right to require Franchisee to purchase designated proprietary items, products, and services bearing the Names and Marks, as specified in the Manual from time to time, from Franchisor or its related or affiliated entities or from sources designated or approved by Franchisor, to the extent permitted by law

J Use Approved Equipment

In operating the Business, Franchisee shall install equipment, signs, furnishings, and supplies in accordance with the standards and specifications recommended by Franchisor or that will continue to be recommended by Franchisor

K. Full-Time Manager Required

Franchisee agrees to maintain a competent, conscientious, trained staff, including at least one (1) fully trained full-time manager and to take such steps as are necessary to ensure that its employees preserve good customer relations

L Use Approved Signs

Franchisee, if operating out of an office location shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of the Names and Marks of Franchisor Upon renewal of this Agreement, Franchisee shall be totally responsible for obtaining and equipping the Business with the signage that is approved for use by Franchisor at the time of the renewal of this Agreement The color, size, design and location of said signs shall be as specified and/or approved by Franchisor Franchisee shall not place additional signs, posters or other decor items in on or about the Accepted Location without the prior written consent of Franchisor

M Maintain Regular Business Hours

If you are operating your business from a home base, you must work the number of hours required to maintain the minimum publication schedule provided by Franchisor If operating out of an office Franchisee shall keep the Business open and in normal operation during normal business hours for its

geographical region, (subject to local ordinances or lease restrictions if any), and work the specific number of hours to maintain the minimum publication schedule Such minimum hours and days of operation may be changed as Franchisor may from time to time specify in the Manual

N Maintain Uniform Operating Standards

Franchisee understands and acknowledges that every detail of the design and operation of the Business is important to Franchisee Franchisor and other franchisees in order to develop and maintain uniform operating standards, to increase the demand for the products and services sold by the Business under the System, and to protect Franchisor's reputation and goodwill

O Telephone Number of Business

Franchisee understands and agrees that the telephone number(s) for the Business constitute a part of the System and is subject to the restrictions of this Agreement Accordingly, Franchisee shall not change the telephone number(s) for the Business without prior notice and written approval by Franchisor

Franchisee shall advertise and publicize the telephone number(s) for the Business in the manner prescribed by Franchisor

P Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to Franchisor all discoveries, inventions or ideas, whether patent able or not, relating to Franchisor's business, which are conceived or made by Franchisee or any partner, officer, director agent, or employee of Franchisee solely or jointly with others, during the term of this Agreement, whether or not Franchisor's facilities materials, or personnel are utilized in the conception or making of such discoveries or ideas Franchisee hereby acknowledges and agrees that all such discoveries, inventions or ideas are the exclusive property of Franchisor, and that Franchisor shall have no obligation to Franchisee with respect thereto The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by franchisees within the System will be distributed to the other franchisees as a benefit of belonging to the System

Q Permit Franchisor to Enter Business

Franchisee shall permit Franchisor and its agents or representatives to enter the Business at any reasonable time for the purpose of conducting inspections, shall cooperate fully with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections In the event Franchisee fails or refuses to correct immediately any deficiency detected during such inspection, Franchisor shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee which expense Franchisee agrees to pay upon demand The foregoing shall be in addition to any other remedies Franchisor may have pursuant to this Agreement

R. Additional Requirements for Corporate Franchisee

If Franchisee is or becomes a corporation, limited or general partnership or other organization or entity, the following requirements shall apply

1 Franchisee shall confine its activities to the establishment and operation of the Business

2 Franchisee's Certificate or Articles of Incorporation and Bylaws (or comparable governing documents) shall at all times provide that its activities are confined exclusively to operation of the Business and that the issuance, redemption, purchase for cancellation and transfer of voting stock, or other ownership interest therein is restricted by the terms of this Agreement Franchisee shall furnish Franchisor promptly upon request copies of Franchisee's Articles of Incorporation, Bylaws, and other governing documents and any other documents Franchisor may reasonably request and any amendments thereto, from time to time

3 Franchisee shall maintain a current list of all owners of record and beneficial owners of any class of voting stock of Franchisee and shall furnish such list to Franchisor upon request

4 Franchisee shall maintain stop transfer instructions against the transfer on its record of any equity securities (voting or otherwise) except in accordance with the provisions of Article XV All securities issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest

> THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH THE LOCAL DOOR COUPONS FRANCHISE, INC , DATED _____ REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE ARTICLES AND BYLAWS OF THIS CORPORATION OR LIMITED LIABILITY COMPANY

5 All shareholders of Franchisee shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement, provided however that the requirements of this Section XII T shall not apply to any corporation or limited liability company registered under the Securities Exchange Act of 1934 (hereinafter known as a "**Publicly-Held Corporation or LLC**")

6 If Franchisee is or becomes a partnership, Franchisee shall furnish Franchisor promptly upon request a copy of its partnership agreement and any other documents Franchisor may reasonably request, and any amendments thereto, from time to time

7 Franchisee shall maintain a current list of all general and limited partners and all owners of record and all beneficial owners of any class of voting stock of Franchisee and shall furnish the list to Franchisor promptly upon request from time to time

8 Each individual who or entity that holds a 10% (ten percent) or greater ownership or beneficial ownership interest in Franchisee, directly or indirectly, (including each individual holding a 50% (fifty percent) or greater interest in any partnership or corporation which has a 10% (ten percent) or greater interest in Franchisee) shall enter into a continuing guaranty agreement under seal in the form attached hereto as Exhibit A, as such form may be amended or modified by Franchisor from time to time (if such guaranty agreement is to be executed subsequent to the date hereof in accordance with the terms of this Franchise Agreement)

S Site Selection

If Franchisee elects to operate the business from an office instead of a home office, Franchisee assumes all costs, liability, expense and responsibility for locating, obtaining, and developing an office site for the Business to be established under the Franchise Agreement and for constructing and equipping the

Business at such site Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to the Accepted Location for the Business unless such Accepted Location is accepted in accordance with the procedure herein set forth and which provides, without limitation for (i) thirty (30) days' prior written notice of any default thereunder specifying such default and the right (but with no obligation) of Franchisor to cure any such default within said period, and (b) approval of Franchisor as an assignee of Franchisee's interest thereunder

FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR S ACCEPTANCE OF A PROSPECTIVE SITE AND THE RENDERING OF ASSISTANCE IN THE SELECTION OF A SITE DOES NOT CONSTITUTE A REPRESENTATION PROMISE WARRANTY OR GUARANTEE BY FRANCHISOR THAT A THE LOCAL DOOR COUPONS® BUSINESS OPERATED AT THAT SITE WILL BE PROFITABLE OR OTHERWISE SUCCESSFUL

Franchisee shall obtain all licenses, permits and certifications required for lawful construction and operation of the Business including, without limitation building, zoning access, parking, driveway access, sign permits and licenses, and shall certify in writing to Franchisor that all such permits, licenses and certifications have been obtained

T Training

It is mandatory that Franchisee must attend training prior to Franchisee's opening of the Business to the public We do not allow absentee ownership for the first ninety (90) days after you open your business We will also train up to one (1) additional management personnel of Franchisee (or if Franchisee is a corporation or limited liability company or partnership, a principal of Franchisee) shall complete to Franchisor s satisfaction the management training program offered by Franchisor At Franchisor's option, key personnel subsequently employed by Franchisee shall also complete to Franchisor's satisfaction, the management training program Franchisor may at its discretion make available additional training programs seminars as well as refresher courses to Franchisee and/or Franchisee's designated individual(s) from time to time Franchisor may at any time discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s) who fail to demonstrate an understanding of the management training acceptable to Franchisor If Franchisee or Franchisee's designated individual's management training is discontinued by Franchisor, Franchisee shall have thirty (30) days to present an alternative acceptable candidate for management training to Franchisor If Franchisee's new candidate does not adequately complete the management training, then Franchisor has the option of terminating this Agreement Franchisor shall provide instructors and training materials for all required training programs and Franchisee or its employees shall be responsible for all other expenses incurred by Franchisee or its employees in connection with any training programs, including, without limitation, the cost of transportation lodging, meals and wages

All The Local Door Coupons® Business starters shall be deemed employees of the Franchisee during the period(s) of service to the Franchisee, as herein provided Franchisee shall give Franchisor not less than thirty (30) days notice of when training should begin

U Miscellaneous

Franchisee shall give Franchisor advance written notice of Franchisee's intent to institute legal action against Franchisor, specifying the basis for such proposed action and shall grant Franchisor thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based

XIII SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE

A Overall Coverage Required

Franchisee shall procure, prior to opening the Business and shall maintain in full force and effect during the term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisor, and the officers directors, partners, and employees of both Franchisor and Franchisee against any loss, liability, personal injury death property damage, or expense whatsoever arising or occurring upon or in connection with operating the Business Franchisor shall be named as an additional insured on all such policies

Prior to the opening of the Business and thereafter at least thirty (30) days' prior to the expiration of any such policy or policies, Franchisee shall deliver to Franchisor certificates of insurance evidencing the proper coverage with limits not less than those required hereunder All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to Franchisor in the event of material alteration to termination, non-renewal, or cancellation of the coverage's evidenced by such certificates

B Insurance Carrier Must be Approved by Franchisor

Such policy or policies shall be written by an insurance company rated A-minus or better, in Class 10 or higher, by Best Insurance Ratings Service and satisfactory to Franchisor in accordance with standards and specifications set forth in the Manuals or otherwise in writing, from time to time, and shall include at a minimum (except as additional coverage s and higher policy limits may be specified by Franchisor from time to time) the following initial minimum coverage

1 Commercial General Liability Insurance including coverage for products-completed operations contractual liability personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage of $1,000 000 00 (One Million U S Dollars) per occurrence and $2,000,000 00 (Two Million U S Dollars) in the aggregate (except for fire damage and medical expense coverage, which may have different limits of not less than $300,000 00 (Three Hundred Thousand U S Dollars) for one fire and $20 000 00 (Twenty Thousand U S Dollars) for one person, respectively),

General Liability	$1,000 000	Per Occurrence
	$2 000 000	In the Aggregate
Workman's Compensation	As required by law	Per Employee
Business Interruption Ins	$50 000	Not less than Per Month
Comprehensive Crime & Employee Dishonesty Ins	$30,000	Per Occurrence
Commercial Automobile Ins including liability (If automobile is owned, non-owned rented scheduled or hired by the business)	$1,000 000	Per Person
	$3 000 000	Per Accident
	$500 000	Per Occurrence
	$1 000 000	General Liability per Occurrence
Errors and Omissions	$25 000-$50 000	Per Occurrence

2 Franchisee shall also maintain comprehensive crime and blanket employee dishonesty insurance in an amount of not less than $30 000 00 (Thirty Thousand U S Dollars)

3 All-risk property insurance, including theft and flood coverage (when applicable), written at replacement cost value covering the building, improvements furniture, fixtures equipment and inventory Coverage shall be written in a value which will cover not less than 80% (eighty percent) of the replacement cost of the building and one 100% (hundred percent) of the replacement cost of the contents of the building

4 Employer's Liability and Worker's compensation Insurance, as required by state law

5 Business interruption insurance of not less than $50,000 00 (Fifty Thousand U S Dollars) per month for loss of income and other expenses with a limit of not less than six (6) months of coverage

6 Business use Automobile insurance as required by state law

Franchisee's obligation to obtain and maintain, or cause to be obtained and maintained, the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XVIII of this Agreement

C No Limitations on Coverage

Franchisee s obligations to obtain and maintain the foregoing insurance policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement Franchisee may maintain such additional insurance as it may consider advisable

D Franchisee Must Provide Evidence of Coverage to Franchisor

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment to Franchisor together with, upon request copies of all policies and policy amendments and endorsements The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days' prior written notice to Franchisor

E Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement as described from time to time by the Manual or otherwise in writing, Franchisor shall have the right and authority (but no obligation) to procure such insurance and to charge same to Franchisee which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice from Franchisor

XIV SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS

A Bookkeeping, Accounting and Records

Franchisee shall maintain during the term of this Agreement and shall preserve for a minimum of three (3) years, full, complete accurate records of sales, closeout sheets, payroll, and accounts payable in accordance with the standard accounting system described by Franchisor in the Manual or otherwise specified in writing

B Franchisor's Right to Audit

Franchisor or its designated agents shall have the right, at all reasonable times, to examine and copy at Franchisor expense the books records and tax returns of Franchisee and the Business Franchisor shall also have the right, at any time, to have an independent audit made of the books of the Business If an inspection should reveal that any payments to Franchisor have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest on such amount from the date such amount was due until paid, at the Default Rate, calculated on a daily basis If an inspection discloses an understatement in any payment to Franchisor of 2% (two percent) or more Franchisee shall in addition reimburse Franchisor for any and all costs and expenses relating to the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs), and, at Franchisor's discretion submit audited financial statements prepared, at Franchisee' expense, by an independent certified public accountant satisfactory to Franchisor If an inspection discloses an understatement in any payment to Franchisor of 4% (four percent) or more such act or omission shall constitute grounds for immediate termination of this Agreement as set forth in Section XXIII hereof. The foregoing remedies shall be in addition to any other remedies Franchisor may have pursuant to this Agreement and as provided at law and in equity

C Reporting of Gross Sales

Franchisee shall submit to Franchisor during the term of this Agreement, after the opening of the Business (i) a royalty report, on a four (4) week accounting period basis in the form prescribed by Franchisor from time to time, accurately reflecting all Gross Sales during each preceding one week accounting period and such other data or information as Franchisor may require, from time to time, said report to be received by Franchisor within five (5) days from the date of expiration of each such four (4) week accounting period, (ii) profit and loss statements, balance sheets and trial balances prepared in accordance with generally accepted accounting principles, consistently applied, for each accounting period, to be received by Franchisor within fifteen (15) days after the date of expiration of each period covered by the report (c) copies of all tax returns relating to sales at the Business to be received by Franchisor within ten (10) days of the end of the state sales tax reporting period, and (d) such other data or information as Franchisor may require from time to time

D Submission of Financial Statements

Franchisee shall, at its expense, submit to Franchisor, within thirty (30) days of the end of each calendar quarter during the term of this Agreement, on forms prescribed by Franchisor a financial statement, which may be unaudited, for the preceding quarter including both an income statement and balance sheet Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer or Chief Financial Officer attesting that the statement is true and correct Franchisee shall also, at its expense, submit to Franchisor within sixty (60) days of the end of each fiscal year of Franchisee during the terms of this Agreement, a complete financial statement for said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as Franchisor may require Franchisee shall also submit to Franchisor the current financial statement and other forms records, reports, information and data as Franchisor may reasonably designate, in the form and at the times and the places reasonably required by Franchisor, upon request and as specified from time to time in the Manual or otherwise in writing

E Disclosure of Financial Statements

Franchisee hereby grants permission to Franchisor to release to Franchisee's landlord, lenders or prospective landlords or lenders any financial and operational information relating to Franchisee and/or the Business, however, Franchisor has no obligation to do so

F Accounting and Computer Equipment

Franchisee shall obtain and use in Franchisee's Business a Computer System The Computer System will generate reports on the sales and expenses of the Business, and currently costs about $1,000 00 (One Thousand U S Dollars) Franchisee may obtain the Computer from any vendor so long as the Computer meets Franchisor s requirements as set forth below Franchisee shall be solely responsible for the acquisition, operation, maintenance, and upgrading of the Computer System Neither Franchisor nor any affiliate or third party shall be obligated to provide ongoing maintenance, repairs, upgrades, or updates for the Computer Franchisor currently does not require that Franchisee purchase a maintenance, repair, upgrade, or update service contract for the Computer System but Franchisor reserves the right to do so in the future

Franchisee shall have a functioning email address such that Franchisor can send Franchisee notice and otherwise communicate with Franchisee by this method Franchisor will not have independent access to your computer information

Franchisor has been using the current Computer System since 2015. The principal components of the current Computer System are as follows

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- Online proprietary software from The Local Door Coupons Franchising, Inc
- Server
- Color Laser Printer/Scanner
- 17 – 19' Monitors
- Windows 7 or Vista
- Microsoft Office Professional
- Internet access (high speed)
- Surge protector mouse, keyboard
- Backup system

Franchisor reserves the right to change the Computer System at any time There are no contractual limitations on the frequency and cost of this obligation Franchisor need not reimburse Franchisee for any of these costs Franchisor has independent, unlimited access to the information generated by the computer system Franchisor or Franchisor s affiliates may condition any license of proprietary software to Franchisee or Franchisee's use of technology that Franchisor or Franchisor s affiliates develop or maintain, upon Franchisee's execution of the Software License Agreement (Exhibit H) or similar document that Franchisor or Franchisor s affiliates prescribe to regulate Franchisee's use of, and Franchisor's and Franchisee s respective rights and responsibilities concerning, the software or technology Franchisor or Franchisor's affiliates may charge Franchisee a monthly or other fee for any proprietary software or technology that Franchisor or Franchisor's affiliates license to Franchisee and for other maintenance and support services that Franchisor or Franchisor's affiliates provide during the franchise term

XV SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS

A Names and Marks are owned by Franchisor

Franchisor warrants with respect to the proprietary Names and Marks that

1 Pursuant to a license agreement originally dated August 22, 2015 between Brian Tjerino and The Local Door Coupons Franchise, Inc a Florida Corporation The Local Door Coupons Franchise Inc has been granted the exclusive right to use the Names and Marks to establish The Local Door Coupons® Businesses in the United States

2 Franchisor is taking and will take such steps as are reasonably necessary to preserve and protect the ownership and validity of such Names and Marks, and

3 Franchisor will use and permit Franchisee and other franchisees to use the Names and Marks with the System and standards attendant thereto which underlie the goodwill associated with and symbolized by the Names and Marks

B Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's franchised use of the Names and Marks pursuant to this Agreement, Franchisee agrees that

1 Franchisee shall use only the Names and Marks as are approved in writing by Franchisor for Franchisee's use, and shall use them only in the manner authorized and permitted by Franchisor and that in any use whatsoever of the Names and Marks of Franchisor that the Names and Marks are identified as being registered to or owned by Franchisor

2 Franchisee shall use the Names and Marks only in connection with the operation of the Business and in advertising for the Business conducted at or from the Accepted Location,

3 Franchisee shall use and display as Franchisor may require in the operation of the Business, a notice in the form approved by Franchisor indicating that Franchisee is a 'Franchised Operator' under the System and that the Names and Marks are used by Franchisee under such Franchise

4 Unless otherwise authorized or required by Franchisor Franchisee shall operate and advertise the Business under the Name and Mark "The Local Door Coupons®' ,

5 Franchisee's right to use the Names and Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights,

6 Franchisee shall not use the Names and Marks to incur any obligations or indebtedness on behalf of Franchisor

7 Franchisee shall not use the Names and Marks or any part thereof as part of its corporate or other legal name,

8 Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registration and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Names and Marks or to maintain their continued validity and enforceability,

9 In the event any litigation involving the Names and Marks is instituted or threatened against Franchisee Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending such litigation, and

10 During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the owner of the Business in conjunction with any use of the Names and Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises of the Business as Franchisor may designate in writing The form and content of such identification shall comply with standards set forth in the Manual

C Franchisee Will Not Challenge Franchisor's Rights In Its Names and Marks

Franchisee expressly understands and acknowledges that

1 As between the parties hereto, Franchisor is the owner of all right, title, and interest in and to the Names and Marks and the goodwill associated with and symbolized by them

2 The Names and Marks are valid and serve to identify the System and those who are franchised under the System,

3 Franchisee shall not directly or indirectly contest the validity or the ownership of the Names and Marks

4 Franchisee's use of the Names and Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Names and Marks, except the non-exclusive Franchise granted herein

5 Any goodwill arising from Franchisee's use of the Names and Marks in its Business under the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee s use of the System or the Names and Marks,

6 Franchisor reserves the right to substitute different Names and Marks for use in identifying the System, the Business and other franchised businesses operating there under,

7 Franchisee hereby agrees not to register or attempt to register the Names and Marks in Franchisee's name or that of any other firm person or corporation

8 The right and license of the Names and Marks granted hereunder to Franchisee is nonexclusive and Franchisor thus has and retains the rights, among others

a To use the Names and itself in connection with selling products and services,

b To grant other licenses for the Names and Marks, in addition to those licenses already granted to existing franchisees and

c To develop and establish other systems using similar Names and Marks, or any other proprietary marks and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee

9 Franchisee understands and acknowledges that Franchisor has the unrestricted right to engage, directly or indirectly, through its or their employees, representatives licensees assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of products bearing the Names and Marks licensed hereunder or other names or marks, including without limitation products included as part of the System Franchisee shall not under any circumstances engage in any wholesale trade or sale of System products for resale

XVI SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION

A Franchisee Will Learn Proprietary Matters

Franchisee acknowledges that Franchisee shall obtain knowledge of proprietary matters techniques and business procedures or Franchisor that are necessary and essential to the operation of the Business, without which information Franchisee could not effectively and efficiently operate such business including, without limitation, knowledge regarding the System the layout of the Business and the Manual Franchisee further acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement and that the methods of Franchisor are unique and novel to the System As used herein "Proprietary Information ' shall mean confidential information concerning

1 Persons, corporations or other entities which are, have been or become Franchisees of the System and any investors therein,

2 Persons, corporations or other entities which are, have been or become customers of the Business,

3 The terms of and negotiations relating to past or current Franchise Agreements with respect to the System

4 The operating procedures of the System including without limitation distinctive management, bookkeeping and accounting systems and procedures advertising, promotional and marketing methods, personnel hiring and training procedures, the manufacturers suppliers and uses of equipment and lists of vendors and suppliers

5 The economic and financial characteristics of the System and Franchisees, including without limitation pricing policies and schedules, profitability earnings and losses, and capital and debt structures,

6 The services and products offered to customers of Businesses, including without limitation the scope of services performed and services refused and

7 All documentation of the information listed in Sections XVI A 1 through XVI A 7 including, without limitation the Manual During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, Franchisee agrees not to divulge, directly or indirectly, any Proprietary Information, without the prior written consent of Franchisor Nothing contained herein shall be construed so as to require Franchisor to divulge any secret processes, publication and/or customer lists, or the like, which are and shall remain the property of Franchisor

B Franchisee's Employees Will Not Disclose Proprietary Information

Franchisee may disclose Proprietary Information only to such of its employees, agents and representatives as must have access to it in order to operate the Business Franchisee shall obtain from each such employee, representative or agent an agreement that such person shall not during the course of his employment representation or agency with Franchisee, or for a period of two (2) years thereafter, use, divulge, disclose or communicate, directly or indirectly in any form or manner to any person firm or corporation, any of the Proprietary Information of Franchisor Each employee regardless of their position must sign a non-compete agreement

C Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XVI will cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements, Franchisee waives any requirements for the posting of any bond(s) relating thereto Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, violation of requirements of this Section XVI The foregoing remedies shall be in addition to any other legal or equitable remedies which Franchisor may have

D Franchisor's Patent Rights and Copyrights

Franchisor does not own rights in or to any patents that are material to the Franchise However Franchisor intends to obtain copyright protection for the Manual and certain marketing, sales, and operations literature Furthermore, Franchisor claims rights to certain trade secrets and confidential information as discussed above

XVII SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS

A Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify Franchisor in writing within five (5) days of notice of the commencement of any action, suit or proceeding against Franchisee, and of the issuance of any inquiry subpoena, order writ, injunction award or decree of any court agency, or other governmental instrumentality, which arises

out of concerns, or may affect the operation or financial condition of the Business, including, without limitation any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons

B Franchisee Must Comply With Laws

Franchisee shall, at Franchisee s expense, comply with all federal state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Business including, without limitation, any required permits, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances

C Franchisee Must Pay Taxes Promptly

Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Business Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless tax is credited against income tax otherwise payable by Franchisor

D Franchisee May Contest Tax Assessments

In the event of any bona fide dispute as to any liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law However, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Business, or any improvements thereon

XVIII SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action, or by reason of any act or omission of Franchisee in its conduct of the Business or any claim or judgment arising there from against Franchisee Franchisee shall indemnify and hold Franchisor and Franchisor's officers, directors, shareholders and employees harmless against any and all claims arising directly or indirectly from as a result of, or in connection with Franchisee's operation of the Business as well as the cost including attorney's fees of defending against same

XIX MISCELLANEOUS COVENANTS OF FRANCHISEE

A Covenants are Independent

The parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed

within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and made a part of this Agreement

B Franchisee Will Not Compete Against Franchisor

Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including without limitation, information regarding the operational, sales promotional and marketing methods and techniques of Franchisor and the System Franchisee covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee or affiliate of Franchisor or otherwise directly or indirectly induce such person to leave his or her employment

Franchisee covenants that, except as otherwise approved in writing by Franchisor Franchisee shall not, during the term of this Agreement and for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly for itself, or through, on behalf of or in conjunction with, any person persons or legal entity own maintain operate engage in be employed by or have any interest in any business featuring the overall Franchisor concept, or similar items to Franchisor within a twenty-five (25) mile radius of the business location designated hereunder, or within a twenty-five (25) mile radius of any other The Local Door Coupons® Business in existence or planned as of the time of termination or expiration of this Agreement, as identified in the FDD of Franchisor in effect as of the date of expiration or termination of this Agreement

C Exception to Covenant Not to Compete

Section XIX B hereof shall not apply to ownership by Franchisee of less than a 5% (five percent) beneficial interest in the outstanding equity securities of any Publicly-Held Corporation

D Franchisee Will Not Divert Business

During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement Franchisee covenants that it will not either directly or indirectly for itself or through, on behalf of, or in conjunction with any person, persons, or legal entity

1 Divert or attempt to divert business or customers of the Business with which or with whom Franchisee has had contact during the term of this Agreement to any competitor by direct or indirect inducement or otherwise, or

2 Do or perform, directly or indirectly any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both, or

3 Induce, directly or indirectly, any person who is at that time employed by Franchisor or by any other Franchisee of Franchisor to leave his or her employment The provisions of this Section XIX D shall apply only in the geographical area lying within the exclusive territory of the Business

E Franchisor Is Entitled to Injunctive Relief

Franchisee acknowledges that any failure to comply with the requirements of this Section XIX will cause Franchisor irreparable injury for which no adequate remedy at law may be available and Franchisee hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section XIX and waives any requirement for the posting of any bond(s) relating thereto Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under the Agreement or otherwise

F Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim it may have against Franchisor whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section XIX Franchisee further agrees that Franchisor shall be entitled to set off any amounts owed by Franchisor to Franchisee against any loss or damage to Franchisor resulting from Franchisee's breach of this Section XIX

G No Right of Set-Off

Franchisee expressly agrees that the existence of any claims it may have against Franchisor whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XIX Franchisee agrees to pay all damages costs and expenses (including, without limitation reasonable attorney's fees and costs) incurred by Franchisor in connection with the enforcement of this Section XIX

XX OBLIGATIONS OF FRANCHISOR SUPERVISION, ASSISTANCE OR SERVICES

Franchisor shall provide Franchisee with the following assistance and services

A The Training Program

1 Franchisor shall provide a training program concerning the operation of the Business consisting of about two (2) days of training at a location to be designated by Franchisor The training session will begin approximately thirty (30) days or more before the opening of the Business The exact days shall be mutually selected by Franchisor and Franchisee Franchisee and/or Franchisee's designated representative shall attend such training program at no charge to the Franchisee Franchisee shall be responsible for any travel, lodging, meal or other costs for the attendee(s) of the training program at the Franchisor's Home Office It is mandatory that the Franchisee owner attend all training Franchisor does not allow absentee ownership during the first ninety (90) days of Franchisee's opening Franchisor will also provide initial training and training materials for up to one (1) other trainee at no additional charge If Franchisee sends more than one (1) person other than the Franchisee owner to initial training, Franchisor will charge a training fee in the amount of $250 00 (Two Hundred and Fifty U S Dollars) per day for each additional persons attending training together with the first two (2) trainees Training fees shall be due and payable before the initial training begins and shall be uniform and non-refundable Franchisee shall also pay for all of Franchisee's trainees' travel, meal, and lodging expenses

Franchisee must attend mandatory training Franchisor does not allow absentee ownership the first ninety (90) days after Franchisee's execution of the Franchise Agreement Franchisor shall also provide training to (1) Franchisee Manager must attend the training sessions Any person subsequently employed as a full-time manager of the Business may be required by Franchisor to complete the initial training program Satisfactory completion of all mandatory training sessions is required Failure to do so shall result in a breach of this Agreement Immediately before or after the start of Franchisee s business Franchisor will

also send a representative to train Franchisee at Franchisee's location for a period of two (2) days Franchisor is responsible for all travel and lodging expenses associated for its representative's travel related to the training at Franchisee s location

2 Franchisor shall also offer training resources at a cost to Franchisee to be determined by Franchisor to assist franchisee at their business location for hourly employees

3 Franchisor shall provide such continuing advisory assistance to Franchisee in the operation, advertising and promotion of the Business as Franchisor deems advisable Franchisor shall also provide refresher training programs for Franchisee and to Franchisee's employees as Franchisor deems appropriate

4 Franchisor may from time to time, provide to Franchisee at Franchisee's expense, such advertising and promotional plans and materials for local advertising as described in Section XC of this Agreement and may direct the discontinuance of such plans and materials, from time to time All other advertising and promotional materials which Franchisee proposes to use must be reviewed and approved by Franchisor pursuant to Section XC hereof

5 Franchisor may conduct additional seminars or other training programs for the benefit of Franchisee and Franchisee (and/or Franchisee's employees) may attend any such seminar or program Franchisor may charge a reasonable fee for such seminar or program if it is deemed appropriate Any and all traveling, living and other expenses incurred by anyone attending training shall be paid by Franchisee

6 Franchisee may make reasonable request for training in addition to that specified above, and Franchisor shall provide such training, at Franchisee's expense, including without limitation, any travel, lodging, meals and other related costs

7 Franchisee shall complete and/or shall cause its employees to complete to Franchisor's satisfaction, such other additional training as Franchisor may reasonably require from time to time

8 Franchisor may provide Franchisee, from time to time, as Franchisor deems appropriate such merchandising, marketing and other data and advice as may from time to time be developed by Franchisor and deemed by Franchisor to be helpful in the managing and operation of the Business

9 Franchisor may provide such periodic individual or group advice consultation and assistance, rendered by personal visit or telephone, or by newsletter or bulletins made available from time to time to all Franchisor franchisees as Franchisor may deem necessary or appropriate

10 Franchisor may provide such bulletins, brochures, manuals and reports, if any, as may from time to time be published by or on behalf of Franchisor regarding its plans policies developments and activities In addition, Franchisor may provide such communication concerning new developments techniques and improvements management which Franchisor feels are relevant to the operation of the Business

11 Franchisor shall provide the requirements for a standardized system for accounting, cost control and inventory control

12 Franchisor shall seek to maintain the high standards of quality

appearance, and service of the System, and to that end shall conduct as it deems advisable inspections of the Business franchised hereunder, and evaluations of the products sold and services rendered therein

13 Franchisor is obligated to take any appropriate action to preserve the Names and Marks against unauthorized operations which infringe on such Names and Marks

14 All obligations of Franchisor under this Agreement shall benefit only the Franchisee, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of such obligations, either directly or by subrogation

B Site Selection

A commercial business site is optional Franchisee has the responsibility for selecting a site Franchisor shall then review and accept or not accept Franchisee's site selection and lease agreement, based on an analysis of local competing businesses population density and other demographics visibility and accessibility, traffic patterns, the neighborhood, suitability of the premises to be leased and other factors more fully described in Franchisor's Manual The suitability of a site is determined on a case-by-case basis Franchisor's acceptance of a site does not constitute a guarantee by Franchisor that the Business will be profitable at that site

C Business-Layout and Design

Provided that Franchisee leases an existing commercial building, Franchisor may assist the Franchisee with the layout and design of the Business including location of walls, counters and the location of equipment and fixtures within two weeks following the lease of the premises and delivery of the floor plan to Franchisor The costs of leasehold improvements, signs, furniture and fixtures for finishing out a Business are the responsibility of Franchisee

D Post-Training Assistance

In addition to the assistance rendered to Franchisee prior to opening, Franchisor will provide continuing consultation and advice regarding business, financial, operational technical, pricing, legal sales and advertising matters products, management of supplies, styles and type of service, operation of the Business, and development of personnel policies Franchisor will provide such assistance by telephone or, if the situation warrants through on-site assistance of appropriate Franchisor personnel

E Operations Manual

In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under The Local Door Coupons® Proprietary Marks Franchisee shall conduct its business in accordance with this Agreement and Training Manuals and/or Videotapes, described herein as the "**Manuals**" (one copy of which Franchisee shall acknowledge in writing upon receipt has been received on loan from Franchisor for the term of this Agreement), other written directives which Franchisor may issue to Franchisee from time to time whether or not such directives are made part of the Manuals, and any other manuals, videotapes, and materials created or approved for use in the operation of the Business by Franchisor, from time to time

Franchisee shall at all times treat the Manuals, any written directives of Franchisor any business plans and specifications, and any other manuals created for or approved for use in the operation of the Business, and any supplements thereto, and the information contained therein, in trust and as confidential information, and shall use all reasonable efforts to maintain such information as secret and confidential

Franchisee shall not at any time copy, duplicate record, or otherwise reproduce the foregoing materials in whole or in part, nor otherwise make the same available to any unauthorized person

The Manuals, written directives other manuals and materials, and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor and shall at all times be kept and maintained in a secure place on the Business premises

Franchisor from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Business, and Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified in such standard

Franchisee shall at all times insure that its copy of the Manuals is kept current and up-to-date, and, in the event of any dispute as to the contents of the Manuals, the master copy of the Manuals maintained by Franchisor at Franchisor s headquarters shall be controlling

Any suggestions Franchisee may have concerning the improvement of products equipment, uniforms, business facilities, service format and advertising are encouraged and shall be considered by The Local Door Coupons Franchise Inc when adopting or modifying the standards specifications and procedures for the System

F Selecting Suppliers

Franchisor shall provide Franchisee a list of approved suppliers of necessary supplies

G Recommended Price Schedules

Franchisor shall advise Franchisee from time to time concerning such suggested retail prices Franchisor and Franchisee agree that any list or schedule of prices furnished to Franchisee by Franchisor is a maximum retail price list Nothing contained herein shall be deemed a representation by Franchisor that the use of Franchisor's suggested prices will in fact optimize profits

H Advertising and Promotion

Franchisor shall develop and provide creative materials for local and regional advertising and make such advertising materials available to its Franchisees for publication or distribution in Franchisee's market area at Franchisee's own expense Franchisor may be reimbursed for the creative and production costs for such items as billboard design, radio and video tape production, public relations campaigns copy for newspaper, magazine advertisements, flyers and other promotional material Franchisor shall provide specific guidelines for advertising initiated by individual Franchisees and shall reserve the right to disapprove any advertising which in the Franchisor's opinion, is not in accordance with these guidelines However, no approval shall be unreasonably withheld or denied Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in Franchisor's opinion be detrimental

XXI VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical Franchisor specifically reserves the right and privilege at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance density of population, business potential, population or trade area, existing business practices, or any other condition which Franchisor

deems to be of importance to the successful operation of such Franchisee s business Franchisee shall not have any right to complain about a variation from standard specifications and practices granted to any other Franchisee and shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation

XXII SALE OF FRANCHISE

A Assignment by Franchisee

This Agreement restricts Franchisee s right to assign the Agreement to a third party Neither this Agreement, nor any of Franchisee's rights or privileges, shall be assigned, transferred, shared, redeemed or divided by operation of law or otherwise, in any manner without the prior written consent of Franchisor, which consent will not be withheld or delayed unreasonably In granting any such consent, Franchisor may impose reasonable conditions, including, without limitation, the following

1 Franchisee must be in full compliance with the terms of this Franchise Agreement, including being paid in full on all fees due and payable to us or our affiliate,

2 The proposed assignee (or its partners, managers, directors, officers, or controlling shareholders if it is a corporation or partnership) must meet the then-applicable standards of Franchisor

3 The proposed assignee must not operate a franchise, license or other business offering services similar to those offered by the Business,

4 The assignee must execute and agree to be bound by the then current form of this Agreement, which form may contain provisions which materially alter the rights or obligations of Franchisee under this Agreement,

5 Franchisor shall not charge such assignee an Initial Franchise Fee for the Franchise but will charge a transfer fee of the greater of 10% (ten percent) of the sales price (in the event that the franchise is sold to a third party) or $3 000 00 (Three Thousand U S Dollars) If Franchisor determines that training is required, the assignee will attend training at Franchisor's Corporate Office as required under the then current Franchise Agreement Franchisor shall have the right to require Franchisee and its owners to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of assignment or other transfer of the Franchise

6 Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between Franchisee and Franchisor, its subsidiaries or affiliates and, at the time of transfer, shall not be in default thereof,

7 The transferor shall have executed a general release under seal in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers directors, shareholders, and employees in their corporate and individual capacities, including, without limitation claims arising under federal state, and local laws rules and ordinances

8 The transferee (and if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall enter into a written assumption agreement, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement and/or any new franchise agreement, as hereinafter provided

9 The transferee shall demonstrate to Franchisor satisfaction that the transferee meets Franchisor educational, managerial, and business standards, possesses a good moral character business reputation, and credit rating, has the aptitude and ability to conduct the Business (as may be evidenced by prior related business experience or otherwise) and has adequate financial resources and capital to operate the Business

10 The transferee (and if the transferee is other than an individual such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall execute for a term ending on the expiration date of this Agreement and with such renewal term, if any as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and such other ancillary agreements as Franchisor may require for the Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement including without limitation a higher percentage royalty rate advertising contribution, and service charge for goods, provided, however that the transferee shall not be required to pay an initial franchise fee,

11 The transferee at its expense shall upgrade the Business to conform to the then-current standards and specifications of the new entry System and shall complete the upgrading and other requirements within the time specified by Franchisor,

12 Franchisee shall remain liable for all of the obligations to The Local Door Coupons® in connection with the Business prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability

13 Franchisee shall agree to remain obligated under the covenants against competition of this Agreement as if this Agreement had been terminated on the date of the transfer,

14 At the transferee's expense, the transferee and, if applicable the transferee's designated individual manager shall complete any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require, and

15 The transferee shall agree to a sublease or to a transfer and assignment, and assumption of the lease of the Business site from the original franchisee and shall obtain the landlord s approval if required prior to any transfer or sublease if applicable

B Assignment by Franchisor

Franchisor has an unrestricted right to transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor

C Transfer Upon Death or Mental Incapacity

Upon the death or mental incapacity of any person with an interest in the Business, the executor, administrator or personal representative of that person must transfer his interest to a third party approved by Franchisor within six (6) months after death or mental incapacity These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any *inter vivos* transfer However in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time to dispose of the deceased's interest in the Business,

which disposition will be subject to all the terms and conditions for transfer contained in this Agreement If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement

Pending assignment, upon the death of the Principal, or in the event of any temporary or permanent mental or physical disability of the Principal, a manager shall be employed for the operation of the Business who has successfully completed Franchisor's training courses to operate the Business for the account of Franchisee If after the death or disability of the Principal, the Business is not being managed by such trained manager, Franchisor is authorized to appoint a manager to maintain the operation of the Business until an approved assignee will be able to assume the management and operation of the Business, but in no event for a period exceeding one (1) year without the approval of the personal representative of the Principal such manager shall be deemed an employee of Franchisee All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the "Management Expenses '), shall be charged to such fund As compensation for the management services provided in addition to the Fees due hereunder, Franchisor shall charge such fund the full amount of the direct expenses incurred by Franchisor during such period of management for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the Principal or personal representative of the Principal, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business or to any creditor of Franchisee or the Principal during any period in which it is managed by a Franchisor -appointed or approved manager

D Sale of Franchised Business

If Franchisee (or its owners) desires to sell the Business, or part or all of the ownership of the Business, then Franchisor will reasonably assist Franchisee (or its owners) in connection therewith If Franchisee (or its owners) shall obtain a bona fide written offer to purchase the Business, or such ownership, such offer shall be submitted promptly to Franchisor For a period of thirty (30) days from the date of Franchisor's receipt of such offer Franchisor shall have the right, exercisable by written notice to Franchisee (or its owners) to purchase the Business or such ownership for the price and on the same terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer If Franchisor does not exercise its right of first refusal, the bona fide written offer may be accepted by Franchisee or its owners, subject to the prior written approval of Franchisor To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall provide such information and documentation, including financial statements, as Franchisor may require In the event that Franchisor elects to purchase said interest closing on such purchase must occur within ninety (90) days from the date of notice to the seller of the election to purchase said Interest by Franchisor Failure of Franchisor to exercise the option afforded by this Section XXII D shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section XXII , with respect to a proposed transfer of any Interest Any subsequent change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer

XXIII TERMINATION OF FRANCHISE

A By Franchisor

Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor, but also the protection of Franchisee and other franchisees of Franchisor As a result, Franchisee therefore acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained herein is a condition precedent to the

continuation of this Agreement If Franchisee shall breach any material provision of this Agreement, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee five (5) days or such longer period as applicable law may require in which to remedy same If Franchisee shall fail to remedy such breach, then Franchisor can terminate this Agreement and the Franchise effective five (5) days, or such longer period as applicable law may require, after delivery of notice of termination to Franchisee

B Termination of Franchise Without Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and Franchisor, at its option may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach if Franchisee does any of the following

1 Abandons surrenders, or transfers control of the operation of the Business or fails to continuously and actively operate the Business, unless precluded from doing so by damage to the premises of the Business due to war, act of God, civil disturbance natural disaster, labor dispute or other events beyond Franchisee's reasonable control

2 Consistently fails or refuses to submit when due any financial statement, tax return or schedule, or to pay when due the Continuing Service and Royalty Fees, or any other payments due Franchisor or its affiliate

3 Operates the Business in a manner that violates any federal, state or local law, rule, regulation or ordinance,

4 Has made a material misrepresentation or omission on the application for the Franchise

5 Transfers, assigns or sub-franchises this Agreement without having the prior written consent of Franchisor, as set forth herein,

6 Discloses or divulges the contents of the Manual or any other Proprietary Information provided to Franchisee by Franchisor,

7 Repeatedly fails to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice,

8 Commits a breach of this Agreement or engages in any other activity which has a material adverse effect on Franchisor or the Names and Marks

9 Fails or refuses to comply with any provision of this Agreement or any other agreement between Franchisor and Franchisee relating to the Business or the Franchise and does not correct such failure or refusal within thirty (30) days after written notice of such failure or refusal to comply is delivered to Franchisee

10 Is convicted of a felony or has pleaded *nolo contendere* to a felony

11 Engages in dishonest or unethical conduct,

12 Fails to discharge any valid lien placed against the property of the business,

13 Makes an assignment for the benefit of creditors or an admission of Franchisee's inability to pay its obligations as they become due,

14 Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement disposition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against him, or is adjudicated bankrupt or insolvent or a receiver is appointed for a substantial part of the assets of Franchisee or the Business or the claims of creditors of Franchisee or the Business are abated or subject to a moratorium under any laws,

15 Becomes insolvent or makes a general assignment for the benefit of creditors,

16 If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee,

17 If a receiver or other custodian (permanent or temporary) of the Business, Franchisee, or Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction or by private instrument or otherwise

18 If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee,

19 If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed), or if Franchisee is dissolved or is wound up,

20 If execution is levied against Franchisee's business or property or against any ownership interest in Franchisee,

21 If any real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff marshal, or constable

22 If, in violation of the terms of Sections XII XVI and/or XX hereof, Franchisee its principals representatives agents or employees disclose or divulge the contents of the Manuals or other confidential information provided to Franchisee by Franchisor, or if Franchisee maintains false books or records, or submits any false reports to Franchisor

23 If any inspection of Franchisee's records discloses an understatement of payments due Franchisor of 4% (four percent) or more

24 If Franchisee's alternate candidate for management training shall not adequately complete such management training program after either Franchisee or Franchisee's designated individual previously failed to complete adequately the management training

C Termination of Franchise With Cure

Notwithstanding the foregoing, Franchisee shall pay past due advertising and royalty fees upon five (5) days notice Any default not specifically listed herein shall be cured within five (5) days of notice

D By Franchisee

Franchisee is entitled to termination of the Franchise Agreement and a full refund of all monies paid as consideration therefore if Franchisee is in full compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof is delivered to Franchisor then Franchisee may terminate this Agreement and the franchise effective thirty (30) days after delivery to Franchisor of notice thereof Any termination of this Agreement and the franchise by Franchisee, without complying with the foregoing requirements, or for any reason other than breach of this Agreement by Franchisor and Franchisor's failure to cure such breach within thirty (30) days after receipt of written notice thereof, shall be deemed a termination by Franchisee without cause

XXIV FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A Franchisee Shall Cease Using Names and Marks

Franchisee further agrees that upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use by advertising, or any manner whatsoever any confidential methods, procedures, descriptions of products and techniques associated with Franchisor and the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signs, logos or devices associated with the System In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Names and Marks Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information

B Franchisee Shall Cease Operating Business

Franchisee shall immediately cease to operate the Business under this Agreement, and shall not thereafter directly or indirectly, represent itself to the public or hold itself out as a present or former Franchisee of Franchisor

C Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees, in the event that it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Names and Marks and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor

D Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee further agrees that upon termination or expiration of this Agreement, it will take such action that may be required to cancel all assumed names or equivalent registrations relating to its use of any Names or Marks and to notify the telephone company and listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Names and Marks or with the Business and to authorize transfer of same to Franchisor Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole

rights to and interest in all telephone number and directory listings associated with any Names or Marks of the Business Franchisee further authorizes Franchisor and hereby appoints Franchisor as its attorney in fact to direct the telephone company and all listing agencies to transfer same to Franchisor, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer

E Franchisee Must Return Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement it will immediately return to Franchisor all copies of the Manual, training aids and any other materials which have been loaned to it by Franchisor Franchisee further agrees to turn over to Franchisor any other manuals, computer programs software customer lists records, files instructions, correspondence and brochures, and any and all other confidential and proprietary materials relating to the operation of the Business in Franchisee's possession, custody, or control, and all copies thereof (all of which are acknowledged to be Franchisor's property) and only Franchisee's copy of this Agreement and any correspondence between the parties and any other document copies which Franchisee reasonably needs for compliance with any provision of law may be retained by Franchisee

F Franchisor May Purchase Inventory and Equipment

Franchisor shall have the right (but not the duty), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase any or all inventory, equipment, supplies, signs advertising materials and items bearing Franchisor's Names and Marks at fair market value (less the amount of any outstanding liens or encumbrances) If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and determination of such appraiser shall be binding If Franchisor elects to exercise any option to purchase as herein provided it shall have the right to set off all amounts due from Franchisee, and the cost for the appraisal if any, against any payment therefore

G Franchisee Must Pay Monies Owed to Franchisor

Franchisee shall pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration of this Agreement such Base Royalty Fees, National Fund contributions payments for inventory, equipment or merchandise or any other sums owed to Franchisor by Franchisee which are then unpaid Franchisee shall pay to Franchisor all damages costs, and expenses including reasonable attorney's fees, incurred by Franchisor in obtaining injunctive or other relief for the enforcement of any provisions of Section XIX

XXV ENFORCEMENT

A Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that Franchisee will not withhold payments of any Continuing Service and Royalty Fees or any other amounts of money owed to Franchisor for any reason, on grounds of alleged nonperformance by Franchisor of any obligation hereunder All such claims by Franchisee shall, if not otherwise resolved by Franchisor and Franchisee, be submitted to arbitration as provided in this Agreement

B Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof

C Arbitration

Except insofar as Franchisor elects to enforce this Agreement by judicial process, injunction, or specific performance (as hereinabove provided) all disputes and claims relating to any provision hereof, any specification, standard or operating procedure, or any other obligation of Franchisee prescribed by Franchisor, or any obligation of Franchisor or the breach thereof (including without limitation, any specification standard or operating procedure or any other obligation of Franchisee or Franchisor which is illegal or otherwise unenforceable or voidable under any law, ordinance, or ruling) shall be settled by mandatory binding arbitration in the State of Florida, in accordance with the U S Arbitration Act, if applicable, and the Rules of the American Arbitration Association (in accordance with the rules relating to the arbitration of disputes arising from franchise and license agreements, if any, or otherwise in accordance with the general rules of commercial arbitration) provided that at the option of Franchisor or Franchisee the arbitrator shall be selected from a list of retired federal or state judges supplied by the American Arbitration Association (if obtainable, or otherwise in accordance with the customary procedures for selecting an arbitrator) The arbitrator shall allow discovery in accordance with the Federal Rules of Civil Procedure and may apply the sanctions relating to noncompliance with discovery orders therein provided The arbitrator shall issue a written opinion explaining the reasons for his or her decision and award and the arbitrator shall have the right to award or include in the award the specific performance of this Agreement Judgment upon the award of the arbitrator will be entered in any court having competent jurisdiction thereof or of Franchisor of Franchisee During the pendency of any arbitration proceeding hereunder Franchisee and Franchisor shall fully perform their respective obligations pursuant to the terms and conditions of this Agreement

D Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee are cumulative and the exercise or enforcement by Franchisor or Franchisee of any right or remedy shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce by the provisions of this Agreement or of the Manual

E Judicial Enforcement, Injunction and Specific Performance

Franchisor shall have the right to enforce by judicial process its right to terminate this Agreement for the causes enumerated in Section XXIII of this Agreement, to collect any amounts owed to Franchisor for any unpaid Continuing Service and Royalty Fees, or other unpaid charges due hereunder arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases sales purchases, or security agreements or other agreements with Franchisee Franchisor shall be entitled without bond to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement If Franchisor secures any such injunction or orders of specific performance, Franchisee agrees to pay to Franchisor an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, travel and living expenses, and any damages incurred by Franchisor as a result of the breach of any provision of this Agreement

F Construction

Any other agreements or instruments referred to herein or which relate to the purchase or lease by Franchisee from Franchisor of any fixtures, signs, equipment, merchandise, or the like, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Franchisor or Franchisee relating to the subject matter of this Agreement The headings of the several sections and paragraphs hereof are for convenience only and do not define limit or construe the contents of those sections or paragraphs The term "Franchisee" as used herein is applicable to one or more persons, a corporation or partnership, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine References to 'Franchisee' applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee if Franchisee is a corporation or partnership

G Venue

Except to the extent governed by the U S Trademark Act of 1946 (Lanham Act, 15 U S C , Section 1051 et seq), or the U S Arbitration Act, or applicable state law this Agreement shall be governed by the laws of the State of Florida and venue shall lie exclusively in Miami-Dade County Florida

H Attorney's Fees

In the event any legal proceedings between the parties hereto arise under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party, from the inception of claim or time of breach through and including all trial, appellate, and collection levels

I Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest

J There Are No Unwritten Agreements, Operations Manual is Subject to Change

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto The manual may be amended at any time by Franchisor, however, and Franchisee shall adapt its methods or procedures to comply with the requirements thereof

K. Entire Agreement

This Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof and supersede all prior agreements Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing Regardless of anything contained herein to the contrary, nothing contained in this Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document

L Force Majeure

Except for monetary obligations hereunder, or as otherwise specifically provided in this Franchise Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power restrictive governmental laws or regulations riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party, then performance of such act shall be excused for the period of the delay but in no event to exceed ninety (90) days from the stated time periods as set forth in Article I of this Franchise Agreement

XXVI APPROVALS AND WAIVERS

Whenever this Agreement requires the prior approval or consent of Franchisor Franchisee shall make a timely written request to Franchisor therefore, and such approval or consent shall be obtained in writing

Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver approval consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request therefore

No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default or breach of the same similar or different nature, nor shall any delay forbearance, or omission breach or default by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement

XXVII AUTHORITY

Franchisee or, if Franchisee is a corporation or partnership, the individuals executing this Agreement on behalf of such corporation or partnership, warrant to Franchisor, both individually and in their capacities as partners or officers that all the partners in the partnership or all of the shareholders of the corporation, as the case may be, have read and approved this Agreement including the restrictions which this Agreement places upon their right to transfer their respective interests in the partnership or corporation, as set forth in Section XXII herein

XXVIII NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified, registered or express mail, return receipt requested, or by overnight delivery service, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party

Notices to

The Local Door Coupons Franchise, Inc

13190 SW 134th Street, Unit# 108
Miami, FL 33186
Attention Franchise Department

Notices to Franchisee

Name of Franchisee

Any notice by certified, registered or express mail or overnight delivery service, shall be deemed to have been given at the earlier of the date and time of receipt or refusal of receipt or, if by mail three (3) business days after being deposited in the United States mail

IN WITNESS WHEREOF, the parties hereto have duly executed sealed and delivered this Agreement in triplicate on this date _____/_____20___

ATTEST

The Local Door Coupons Franchise, Inc

Attest _____

By: _____
Danny Nieves CEO

Franchisee

_____
Individually and as President

_____ _____
Individually

_____ _____
Individually

EXHIBIT B-2

REGIONAL AREA DEVELOPMENT AGREEMENT

THIS REGIONAL AREA DEVELOPMENT AGREEMENT (the **Agreement**) dated this ____ day of _____, 20____ is made by and between _____ a(n) Individual/Corporation with its principal office located at _____ hereafter referred to as (**Developer**) and The Local Door Coupons Franchising Inc a Florida Corporation with its principal place of business located at 13190 SW 134th Street, Unit# 108 Miami FL 33186 (**The Local Door Coupons Franchising, Inc** or **Franchisor**)

WHEREAS The Local Door Coupons Franchising Inc is the owner of The Local Door Coupons® Franchising System and is the franchisor of The Local Door Coupons Franchise that offers door to-door Advertising services namely promoting the goods and services of others directly related to residential homeowners promoting the services of others through the distribution of a large perforated door hanger which features deep-discount deals offered from local businesses and Preparation and Design of advertising ads for others Providing a Website which features advertisements and links for the purpose of promoting goods and services of others on a global computer network

WHEREAS The Local Door Coupons Franchising Inc grants franchise licenses to individuals to operate The Local Door Coupons Franchises at various locations Each The Local Door Coupons license is governed by the terms of a The Local Door Coupons Franchising Inc s Franchise Agreement that a Franchisee is required to sign before he/she can open The Local Door Coupons Franchised Business

WHEREAS Developer has expressed a desire to develop The Local Door Coupons franchises (the Businesses) and be the exclusive Developer of these Businesses in the Metropolitan Statistical Areas (**MSA**) of _____ (the **Area**)

WHEREAS The Local Door Coupons Franchising Inc upon the fulfillment of certain conditions by Developer is desirous of granting such development rights to Developer and

WHEREAS the parties to this Agreement desire that the terms of the Development Rights be contained in this Agreement.

NOW THEREFORE in consideration for the mutual promises contained herein the parties hereto agree as follows

1 **Grant**

1 01 The Local Door Coupons Franchising Inc hereby grants to the Developer the right to be the exclusive Developer of The Local Door Coupons Franchising System within the MSA subject to the terms and conditions stated in this Agreement and the governing terms and conditions of each applicable unit Franchise Agreement (**Unit Franchise Agreement'**)

1 02 Developer agrees that for each franchise unit that Developer develops and opens he/she shall execute The Local Door Coupons Franchising Inc s then current unit Franchise Agreement for each location for the purpose of establishing owning and operating The Local Door Coupons franchise outlets within the Area

1 03 This Agreement is not to be construed as a franchise agreement and this agreement does not give the Developer the right to use The Local Door Coupons System or The Local Door Coupons® name or trademarks as the right. Such rights to use The Local Door Coupons Franchising Inc System and The Local Door Coupons® name and proprietary marks shall be contained in and governed by each Unit Franchise Agreement for each franchised outlet that Developer develops

1 04 In conjunction with the development of The Local Door Coupons Franchising Inc Franchise System in the Area Developer agrees not to use The Local Door Coupons® name or trademarks in its trade name or as part of its corporate name if applicable except that the Businesses referred to in the unit Franchise Agreements shall be referred to as The Local Door Coupons Business

1 05 Nothing in this Agreement shall be construed as governing the use of or the implementation of The Local Door Coupons Franchising Inc Franchise System such requirements being contained in each unit Franchise Agreement

2 **Execution of Unit Franchise Agreements**

2 01 In conjunction with the opening of each Business by Developer pursuant to this Agreement Developer shall sign The Local Door Coupons Franchising, Inc s then current Unit Franchise Agreement for each location prior to opening such Business Each Unit Franchise Agreement shall be for a term of five (5) years

2 02 In the event that Developer is in default of any of the governing Unit Franchise Agreements he/she shall be prohibited from opening any additional The Local Door Coupons outlets pursuant to this Development Agreement or any other agreements until such default(s) are cured to The Local Door Coupons Franchising Inc s satisfaction to the extent that they are subject to cure If any of the Unit Franchise Agreements are terminated except as provided for in this Agreement the Agreement shall terminate However to the extent that Developer is not in default of other existing Unit Franchise Agreements they can continue to operate under those agreements and they shall remain in full force and effect unless and until he/she may be in default of any such agreements

3 **Development Schedule**

3 01 In consideration for the grant of the exclusive rights granted by The Local Door Coupons Franchising Inc to Developer to develop the Area, the Developer will develop and aggregate of _____ Businesses within and pursuant to the development schedule that is attached to this agreement as Exhibit A and incorporated by reference for all purposes

3 02 Nothing in this section shall prevent Developer from developing more Businesses than the minimum number shown on the development schedule for the Area provided that Developer signs a unit Franchise Agreement for each additional Business and complies with the terms of each such unit Franchise Agreement

3 03 The failure by Developer to adhere to the development schedule shall result in the termination of the Agreement and thereafter Developer may not develop any additional The Local Door Coupons Businesses However upon termination of the Agreement, Developer may continue to operate his/her existing Businesses under his existing unit Franchise Agreements for so long as he/she is not in default of such agreement(s) or the expiration of their terms whichever occurs first.

3 04 All sites that Developer wishes to operate as The Local Door Coupons shall be approved by The Local Door Coupons Franchising Inc in accordance with the terms of the governing unit Franchise Agreement prior to the time that he/she opens such The Local Door Coupons Businesses

4 **Term of Development Agreement**

4 01 This Agreement shall remain in full force and effect unless earlier terminated by the provisions of this agreement, until the development of the last Business listed on the Agreement Summary subject to any modification but in no event shall it extend beyond years from the date of this Agreement

4 02 The termination of this Agreement shall not affect the then existing unit Franchise Agreements for the then existing Businesses provided that Developer is not in default of each such Unit Franchise Agreement.

4 03 At the end of the term of this agreement The Local Door Coupons Franchising Inc will grant Developer an extension whose term shall be calculated as one year for each additional Business over and above the number specified in the Development Schedule

5 **Nature of Exclusive Rights**

5 01 The exclusive rights granted to Developer as outlined in Article 1 of the Agreement shall expire upon the expiry of the Agreement or sooner terminated as provided by this Agreement unless this Agreement shall be further extended as provided by Article 4 03 above

5 02 Upon the termination of the Agreement The Local Door Coupons Franchising Inc shall have the right to develop and establish franchised or company owned units within the Area subject only to the territorial provisions of each then governing Unit Franchise Agreement

6 **Development Fees**

6 01 In consideration for the grant of the exclusive rights outlined in Article 1 of this Agreement Developer shall pay to The Local Door Coupons Franchising Inc an Area Development fee in the amount of $_____ (the **Area Development Fee**) the payment of the Area Development Fee shall be paid to The Local Door Coupons Franchising Inc upon the mutual execution of this Agreement This Agreement shall not become effective until the Area Development Fee has been paid to The Local Door Coupons Franchising Inc and cleared its bank

6 02 All Development Fees when paid to The Local Door Coupons Franchising Inc shall be deemed to be fully earned by The Local Door Coupons Franchising Inc

6 03 The initial franchise fee that is to be paid for each The Local Door Coupons franchise to be opened will be $19 900 00 (Nineteen Thousand and Nine Hundred U S Dollars) and such amount shall be paid to The Local Door Coupons Franchising Inc at the time that Developer executes the then current Franchise Agreement for the specific Center to be opened

Each time you sign a Franchise Agreement for one of the additional Franchised Businesses Developer must pay us the franchise fee in the amount of $19 900 00 (Nineteen Thousand and Nine Hundred U S Dollars) for that franchise Franchisor will credit $9 950 00 (Nine Thousand Nine Hundred and Fifty U S Dollars) of the Development Fee against each franchise fee so the amount owed upon signing each additional Franchise Agreement will be $9 950 00 (Nine Thousand Nine Hundred and Fifty U S Dollars)

For example if Developer signs a Regional Area Development Agreement to open five (5) Franchised Businesses Developer will sign a Franchise Agreement and pay a franchise fee of $19 900 00 (Nineteen Thousand and Nine Hundred U S Dollars) for the first franchise and Developer will pay a Development Fee of $39 800 00 (Thirty-Nine Thousand and Eight Hundred U S Dollars) or $9 950 00 (Nine Thousand, Nine Hundred and Fifty U S Dollars) for each of the four (4) additional Franchised Businesses Developer will open

7 **Managers and Operational Assistants**

7 01 Developer must devote his full time to the business of the development and operation of The Local Door Coupons Franchised Businesses to the subject of this Development Agreement Accordingly Developer must employ competent managers for each franchise outlet who in turn will be required to devote their full-time and attention to the business carried on at the franchise outlet

7 02 All managers to the extent allowed by law will be bound by restrictive covenants preventing them from operating or participating in a competing business for so long as they are employed by Developer and for a period of time thereafter within a specified geographic limit In addition those

managers shall be required to sign confidential agreements as a condition of their employment with Developer which term will be to the same extent that Developer is held to under the governing Unit Franchise Agreements

8 **Termination**

8 01 The termination of any Unit Franchise Agreement shall result in the automatic termination of the Regional Area Development Agreement, except that the termination of a Unit Franchise Agreement which is the result of economic problems that results in the closure of said Center shall not terminate this agreement provided however that any and all outstanding royalties and advertising contributions owed to The Local Door Coupons Franchising Inc shall be paid in full within thirty (30) days from the termination or closure of said Business whichever is sooner

8 02 The Agreement shall be terminated upon any default of any of the terms of this Agreement if such default, to the extent that it may be cured is not cured within thirty (30) days from notice being sent by The Local Door Coupons Franchising Inc to Developer All such notice shall be sent to Developer by Federal Express

9 **Sale and Assignment**

9 01 Developer shall not have the right to sell or assign the development rights provided in this agreement without the prior written approval of The Local Door Coupons Franchising Inc However nothing in this provision shall prevent Developer from selling assigning or otherwise transferring any Unit Franchise Agreement and the accompanying Business subject to the terms and conditions in the governing Unit Franchise Agreement

9 02 This Agreement and the rights and obligations contained herein may be assignable or transferable in any manner whatsoever by The Local Door Coupons Franchising Inc

10 **Arbitration**

10 01 In the event that any dispute arising between the parties cannot be resolved either between themselves or through third party mediation the parties shall engage in binding arbitration under the following provisions

a) Arbitration shall take place in the jurisdiction in which the party initiating the arbitration resides

b) All arbitration shall be binding upon the parties

c) All arbitration proceedings shall be presided over by one arbitrator agreed upon by the parties but who has a familiarity with franchising

d) The rules governing the arbitration shall be those of the American Arbitration Association

e) The laws of the State of Florida shall control the interpretation of any dispute or construction of the Regional Area Development Agreement

f) All arbitration awards shall be payable in the United States funds

g) All arbitration awards shall accrue both pre and post award interest at the rate of 8% (eight percent) simple interest

11 **Choice of Law Jurisdiction and Venue**

11 01 Except as otherwise provided by the United States Arbitration Act (9 U S C §1 *et seq*) this Agreement shall and all issues arising from or relating to this agreement, will be governed by and construed under the laws of the State of Florida provided the foregoing does not constitute a waiver of your rights under any applicable franchise registration and disclosure of franchise relationship law of another state Otherwise in the event of any conflict of law Florida law will prevail without regard to the application of Florida conflict of law principals

11 02 Any judicial proceeding that is to be brought in accordance with the terms of this Agreement shall be brought in the State Courts in Miami Dade County Florida, or in the United States Federal District Court for the Southern District of Florida Miami Dade County Division

12 **Miscellaneous**

12 01 All notices required in the Regional Area Development Agreement shall be in writing and sent by Federal Express and addressed to The Local Door Coupons Franchising Inc at

13190 SW 134th Street Unit# 108
Miami Florida 33186
Attention Legal Department

To Developer at _____
_____
_____

or at such other address as Developer and/or The Local Door Coupons Franchising Inc shall designate in writing

Any notice shall be deemed to have been given when deposited in the mail or the local Federal Express office

12 02 This Agreement together with the schedules attached hereto constitute the entire agreement between the parties relative to the subject matter contained therein and supersedes any and all prior understandings representations inducements and statements oral or written collateral or otherwise of the parties in connection with the subject matter hereof No amendment or modification of this Agreement shall be binding unless in writing executed by both the Developer and The Local Door Coupons Franchising Inc

EXHIBIT A

DEVELOPMENT SCHEDULE

Area Developer shall develop and continue to operate The Local Door Coupons franchised Businesses in the Development Area in accordance with the following schedule

Site Acceptance Date	Opening Date	THE LOCAL DOOR COUPONS Businesses To Be Open And Operating On or Before The Opening Date

As witnessed the hand and seal the duly authorized representatives of The Local Door Coupons Franchising Inc and the Developer

AREA DEVELOPER

_____
Name of Franchisee s Corporation
Corporation or Partnership

By _____
Authorized Representative

INDIVIDUALS

_____
INDIVIDUAL NAME

_____
INDIVIDUAL NAME

THE LOCAL DOOR COUPONS FRANCHISING, INC

By _____
Authorized Representative

EXHIBIT B TO THE
REGIONAL AREA DEVELOPMENT AGREEMENT

Deleted MULTIPLE UNIT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____ 20 by _____

In consideration of and as an inducement to the execution of that certain Regional Area Development Agreement of even date herewith (Agreement) by THE LOCAL DOOR COUPONS FRANCHISING INC (Franchisor) each of the undersigned hereby (i) personally and unconditionally guarantees to Franchisor and its successors and assigns for the term of the Agreement and thereafter as provided in the Agreement, that _____ _____ (hereinafter Developer) shall punctually pay and perform each and every undertaking agreement and covenant set forth in the Agreement, and (b) shall personally be bound by and personally liable for the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities Each of the undersigned waives (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings (b) notice of demand for payment of any indebtedness or non performance of any obligations hereby guaranteed (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed, (d) any right he may have to require that an action be brought against Developer or any other person as a condition of liability and (e) any and all other notices and legal or equitable defenses to which he may be entitled

Deleted Multiple Unit

If Franchisor is required to enforce this Guaranty in a judicial proceeding and prevails in such proceeding Franchisor shall be entitled to reimbursement of its costs and expenses including but not limited to reasonable accountants attorneys attorneys assistants' and expert witness fees costs of investigation and proof of facts court costs other litigation expenses and travel and living expenses whether incurred prior to in preparation for or in contemplation of the filing of any such proceeding If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty the undersigned shall reimburse Franchisor for any of the above listed costs and expenses Franchisor incurs

Each of the undersigned consents and agrees that (a) his direct and immediate liability under this guaranty shall be joint and several (b) he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time credit or other indulgence which Franchisor may from time to time grant to Developer or to any other person including without limitation the acceptance of any partial payment or performance or the compromise or release of any claims none of which shall in any way modify or amend this guaranty which shall be continuing and irrevocable during the term of the Agreement

IN WITNESS WHEREOF each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____

TELEPHONE NO _____

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____

TELEPHONE NO _____

PERCENTAGE OF OWNERSHIP
IN DEVELOPER _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____

TELEPHONE NO _____

PERCENTAGE OF OWNERSHIP
IN DEVELOPER _____%

PERCENTAGE OF OWNERSHIP
IN DEVELOPER _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____

TELEPHONE NO _____

PERCENTAGE OF OWNERSHIP
IN DEVELOPER _____%

EXHIBIT C
FINANCIAL STATEMENTS

THE LOCAL DOOR COUPONS FRANCHISING, INC
Financial Statements
January 21, 2016

(With Independent Auditors' Report Thereon)

SMITH, BUZZI & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS
5901 SW 74 STREET, SUITE 300 SOUTH
MIAMI, FLORIDA 33143
TEL (305) 669-4170
FAX (305) 669-4173

JULIO M BUZZI, C P A
JOSE E SMITH, C P A

MEMBERS AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Members of
The Local Door Coupons Franchising, Inc

Report on the Financial Statements

We have audited the accompanying financial statements of The Local Door Coupons Franchising, Inc , which comprise the balance sheet as of January 21, 2016 and the related notes to the financial statements

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit We conducted our audit in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control Accordingly, we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Local Door Coupons Franchising, Inc , as of January 21, 2016 in conformity with accounting principles generally accepted in the United States of America

Smith, Buzzi & Associates, LLC

Miami, Florida
January 22, 2016

THE LOCAL DOOR COUPONS FRANCHISING, INC

Balance Sheet

January 21, 2016

Assets	
Cash	$49,090
Total assets	$49,090
Liabilities and Stockholders' Equity	
Liabilities	$ -
Paid in Capital	$49,090
Total Stockholders' Equity	$49,090
Total Liabilities and Stockholders' Equity	$49,090

See accompanying notes to financial statements

THE LOCAL DOOR COUPONS FRANCHISING, INC

Notes to Financial Statements

January 21, 2016

1 Summary of Significant Accounting Policies

The Local Door Coupons Franchising, Inc ("Company") was formed in the State of Florida in 2015 The principal purpose of the Company is to offer and sell franchises that create discount coupons and other marketing items for clients and distribute these by hanging them on doors in a specific target area

a) ***Method of Accounting***

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting

b) ***Property and Equipment***

Property and equipment will be stated at cost Depreciation will be computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years

For federal income tax purposes, depreciation will be computed using the appropriate accelerated methods allowed for tax purposes

Expenditures for major renewals and betterments that extend the useful lives of property and equipment will be capitalized Expenditures for maintenance and repairs will be charged to expense as incurred

c) ***Franchise Revenues***

Income will principally be comprised of revenues earned by the Company as part of the franchise sales to customers Additional revenues earned by the Company are expected from the sales of products, marketing materials and other services to the franchisees and royalties

The Company recognizes its franchise revenues in accordance with Statement of Financial Accounting Standards No 45, which requires that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, only when all material services or conditions relating to the sale have been substantially performed or satisfied by the franchisor Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise

1 ***Summary of Significant Accounting Policies – (Cont)***

d) ***Accounts Receivable***

Trade accounts receivable will consist of amounts due for franchise sales, will be carried at their estimated collectible amounts and trade credit will be generally extended on a short- term basis, thus trade receivables do not bear interest Trade accounts receivable are to be periodically evaluated for collectability based on past credit history with customers and their current financial condition

The Company will use the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible Management considers all unreserved accounts receivable to be collectible As of January 21, 2016, a total of $0 in accounts were reserved

e) ***Income Taxes***

The Company filed an election with the Internal Revenue service to be treated as an S Corporation for all its taxable years An S Corporation is not subject to corporate income tax The Company's taxable income or loss and tax credits pass through to the stockholder(s)

f) ***Cash Flows***

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks

g) ***Pervasiveness of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period Actual results could differ from those estimates

1 ***Summary of Significant Accounting Policies – (Cont.)***

h) ***Long-Lived Assets***

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable No adjustment has been provided for in the financial statements

1) ***Concentration of Credit Risk***

The Company maintains cash in checking accounts with federally insured banks

2 ***Franchisee Supplies***

Franchisee may purchase some of their required inventory from the Company The Company is scheduled to start offering franchises in February of 2016 Franchisee related inventory and supplies were not considered at the time of this audit

3 ***Property and Equipment***

Property and equipment at January 21, 2016, consists of the following

Computer	$ -
Office furniture and equipment	$ -
Less accumulated depreciation	$ -
	$ -

Depreciation expense for the period ended on January 21, 2016 amounted to $0

4 *Franchise Sales and Agreements*

The Company is scheduled to start offering franchises in February of 2016 As of January 21, 2016, since Company has not started selling franchises, no franchises have been recorded as sold

The Company will enter into franchise agreements with its franchisees Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support needed for the operation of the franchisees' The local door coupons franchising centers

5 *Subsequent Events*

Management has evaluated subsequent events through January 22, 2016, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements

EXHIBIT D
OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT E-1
FRANCHISEES (as of 12/31/2014)

Since we are a start- up franchisor as of 2015 there were no franchises established

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EXHIBIT E-2
BUSINESSES NOT YET OPEN
(as of 12/31/2014)

Since we are a start-up franchisor as of 2015 there were no franchises established

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EXHIBIT E-3
FORMER FRANCHISEES

Since we are a start-up franchisor there were no franchises established

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EXHIBIT F

STATE DISCLOSURE SUPPLEMENTS AND FRANCHISE AGREEMENT RIDERS, ADDENDA

MULTI-STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT and FRANCHISE AGREEMENT

ARKANSAS

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Arkansas

1 Any provision of the Agreement that would require you at the time you entered into the Agreement to assent to a release assignment novation waiver or estoppel which would relieve any person from liability imposed by the Arkansas Franchise Practices Act is void to the extent that the provision violates applicable law

CALIFORNIA

1 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

2 Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require before a solicitation of a proposed material modification of an existing franchise

You must sign a general release if you renew or transfer your franchise California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516) Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043)

Neither the franchisor any person or franchise broker 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 the association or exchange

3 ITEM 17 of the Disclosure Document is amended to add the following

- The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non renewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law the law will control
- The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)
- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law
- The Franchise Agreement requires litigation to be conducted in the State of Florida This provision might not be enforceable for any cause of action arising under California law

  Deleted a court located outside of
  Deleted California
- The Franchise Agreement requires application of the laws of the State of Florida This provision might not be enforceable under California law

  Deleted a state other than
  Deleted California
- The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671 certain liquidated damages clauses are unenforceable

- The Franchise Agreement requires binding arbitration The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non prevailing party Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum located in the State of Florida.

FRANCHISOR S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www corp ca gov

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HAWAII

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Hawaii

1 The following list reflects the status of our franchise registrations in the states that have franchise registration and/or disclosure laws

- This proposed registration is on file with or will shortly be on file with the States of California, Connecticut, Florida Hawaii Illinois Indiana, Kentucky Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas Utah Virginia, Washington and Wisconsin
- There are no states that have refused, by order or otherwise to register these franchises
- There are no states that have revoked or suspended the right to offer these franchises

2 The Franchise Agreement has been amended as follows

- The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement If the Franchise Agreement, and more specifically, Sections 4 2 and 16 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law the Hawaii Franchise Investment Law will control
- Sections 4 2 9, 18 2 3 and 18 2 6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise and Sections 5 2, 5 5 and 8 3 require franchisee to sign a general release as a condition to receiving a refund of a portion of the franchise fee following a termination of the franchise, this release shall exclude claims arising under the Hawaii Franchise Investment Law
- Section 16 2 1 12 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U S C Section 101 *et seq*)

3 The Receipt Pages are amended to add the following

- THIS FRANCHISE WILL BE/HAS 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 HEREIN 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 THE PROSPECTIVE FRANCHISEE, OR SUB FRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUB FRANCHISOR, 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 FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS CONDITIONS RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

ILLINOIS

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Illinois

- For choice of law purposes and for the interpretation and construction of the Franchise Agreement the Illinois Franchise Disclosure Act, 815 ILCS 705 governs
- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation whichever shall first expire
- Illinois law governs the Franchise Agreement (without regard to conflict of laws) and jurisdiction and venue for court litigation shall be in Illinois
- Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.
- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void

ITEM 17 of the Disclosure Document is amended to add the following

- The conditions under which a franchise can be terminated and your rights upon non-renewal as well as the application by which you must bring any claims may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987 815 ILCS 705/19 and 705/20
- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois

INDIANA

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana

1 ITEM 8 of the Disclosure Document is amended to add the following

- Under Indiana Code Section 23 2 2 7-1(4) the franchisor will not obtain money goods services or any other benefit from any other person with whom the franchisee does business on account of or in relation to the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor unless the benefit is promptly accounted for and transmitted by the franchisee

2 ITEMS 6 and 9 of the Disclosure Document are amended to add the following

- The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor if the procedures or products were utilized by franchisee in the manner required by franchisor

3 ITEM 17 of the Disclosure Document is amended to add the following

- Indiana Code 23 2 2 7 1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith
- Indiana Code 23-2 2 7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law
- ITEM 17(r) is amended subject to Indiana Code 23 2 2 7 1(9) to provide that the post term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee
- ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law
- ITEM 17(w) is amended to provide that in the event of a conflict of law Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act

IOWA

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Iowa

1 Any provision of the Agreement that would require you at the time you entered into the Agreement, to assent to a release assignment, novation waiver or estoppel which would relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law is void to the extent that the provision violates applicable law

LOUISIANA

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Louisiana

1 Any provision of the Agreement that would require you at the time you entered into the Agreement to assent to a release assignment, novation waiver or estoppel which would relieve any person from liability imposed by Louisiana is void to the extent that the provision violates applicable law

MARYLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Maryland

1 ITEM 17 of the Disclosure Document is amended to add the following

- Under the Maryland Franchise Registrations and Disclosure Law Md Code Ann Bus Reg §14-201 et seq no general release shall be required as a condition of renewal termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law
- Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction including a court in the State of Maryland for claims arising 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
- In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law Maryland law shall prevail
- The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C Section 101 *et seq*)
- Any provision in the Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law Any of these representations 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

MICHIGAN

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Michigan

1 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 prohibition of your right to join an association of Franchisees

- A requirement that you assent to a release assignment, novation waiver or estoppel that deprives you of rights and protections provided in this act This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims

- A provision that permits us to terminate a franchise prior to the expiration of this term except for good cause Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity which in no event need be more than 30 days to cure the failure

- A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory supplies equipment, fixtures and furnishings Personalized materials that have no value to us and inventory supplies equipment, fixtures and furnishings not reasonably required in the conduct of the Franchised Business are not subject to compensation This subsection applies only if (a) the term of the franchise is less than 5 years and (b) you are prohibited by the franchise agreement 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 you do not receive at least 6 months advance notice of our intent not to renew the franchise

- A provision that permits us 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

- A provision requiring that litigation be conducted outside this state This shall not preclude you from entering into an agreement at the time of litigation, to conduct litigation at a location outside this state

- A provision that permits us to refuse to permit a transfer of ownership of a franchise except for good cause The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise Good cause shall include but is not limited to

    - The failure of the proposed transferee to meet our then-current reasonable qualifications or standards

    - The fact that the proposed transferee is our or Sub-franchisor s competitor

    - The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

    - Your or proposed transferee s failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer

- A provision that requires you to resell to us items that are not uniquely identified with us This subdivision does not prohibit a provision that grants us 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 us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17

- A provision that permits us to directly or indirectly convey assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services

2 If our most recent financial statements are unaudited and show a net worth of less than $100,000 00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled At our option, a surety bond may be provided in place of escrow

3 THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL

4 Any questions regarding this notice should be directed to

State of Michigan
Consumer Protection Division
Attention Franchise Bureau
525 West Ottawa Street
G Mennen Williams Building 6th Floor
Lansing MI 48933
(517) 373-7117

MINNESOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota

Minnesota Statutes Section 80C 21 and Minnesota Rules 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 (1) any of the franchisee s rights as provided for in Minnesota Statutes Chapter 80C or (2) franchisee s rights to any procedure forum or remedies provided for by the laws of the jurisdiction

With respect to franchises governed by Minnesota Law the franchisor will comply with Minnesota Statutes Section 80C 14 subd 305 which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld

The franchisor will protect the franchisee s rights to use the trademarks service marks trade names logotypes or other commercial symbols or indemnify the franchisee from any loss costs or expenses arising out of any claim suit or demand regarding the use of the name

Minnesota considers it unfair to not protect the franchisee s right to use the trademarks Refer to Minnesota Statutes Section 80C 12 Subd 1(g)

Minnesota Rules 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

The franchisee cannot consent to the franchisor obtaining injunctive relief The franchisor may seek injunctive relief See Minn Rules 2860 4400J

MISSOURI

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Missouri

1 Termination provisions contained in the Agreement will afford you 90 days written notice in advance of any termination except that 90 days notice is not required for termination as a result of your criminal misconduct, fraud abandonment bankruptcy insolvency or giving a no account or insufficient funds" check to us

NEBRASKA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Nebraska

1 No release language set forth in the Agreement will relieve us or any other person directly or indirectly from liability imposed by the laws concerning franchising of the State of Nebraska.

2 No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of any franchise or in any way prevent or attempt to prevent the transfer sale or issuance of shares of stock or debentures to employees personnel of Franchisee or heirs of the principal owner so long as basic financial requirements of Franchisor are complied with and any sale transfer or issuance does not have the effect of accomplishing a sale of the franchise

NEW JERSEY

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises subject to the New Jersey Franchise Practices Act

1 No release language set forth in the Agreement will relieve us or any other person directly or indirectly from liability imposed by the laws concerning franchising of the State of New Jersey

2 No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of a franchise or in any way prevent or attempt to prevent the transfer sale or issuance of shares of stock or debentures to employees personnel of the franchise or heir of the principal owner, so long as basic financial requirements of Franchisor are complied with and any sale transfer or issuance does not have the effect of accomplishing a sale of the franchise

3 Any term or condition which may directly or indirectly violate the New Jersey Franchise Practices Act is deleted from the Agreement

NEW YORK

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of New York

1 All references made herein to a Disclosure Document shall be replaced with the term Offering Prospectus as used under New York Law

2 The FDD Cover Page is amended as follows

- REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW 120 BROADWAY NEW YORK NEW YORK 10271 0332 INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION

- THE FRANCHISOR MAY IF IT CHOOSES NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR HOWEVER THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR

3 ITEM 3 is amended by the addition of the following language

- Neither franchisor the franchisor s predecessor or an affiliate offering franchises under the franchisor s principal trademark nor any person identified in ITEM 2 has any administrative criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against them 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 In addition neither franchisor nor any person identified in ITEM 2 has any pending actions other than routine litigation incidental to the business that 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

- Neither franchisor the franchisor s predecessor or an affiliate offering franchises under the franchisor s principal trademark nor any person identified in ITEM 2 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 held liable in a civil action by final judgment or been the subject of a material compliant or other legal proceeding involving violation of any franchise law antifraud or securities law fraud, embezzlement, fraudulent conversion or misappropriation of property or unfair or deceptive practices or comparable allegations

- Neither franchisor, the franchisor s predecessor or an affiliate offering franchises under the franchisor s principal trademark nor any person identified in ITEM 2 is subject to any injunctive or restrictive order or decree relating to the franchises, or any Federal, State or Canadian franchise securities antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency

4 ITEM 4 is amended to state that

- Neither the franchisor nor its predecessor officers or general partner of the franchisor has during the ten (10) year period immediately before the date of the Disclosure Document has (a) filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code (b) obtained a discharge of its debts under the Bankruptcy Code (c) was a principal officer of any company or a general partner in any partnership that either filed as a debtor (or had filed against it) a petition to start action under the U S Bankruptcy Code or that obtained a discharge of its debts under the Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership

5 ITEM 5 of the Disclosure Document is amended to add the following

- The franchise fee will be used to defray franchisor's costs in obtaining and screening franchisees providing training training materials and assisting in opening the franchised business for business

6 ITEMS 6 and 11 of the Disclosure Document are amended to add the following

- The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee s reliance upon or use of procedures or products that were required by franchisor if the procedures or products were utilized by franchisee in the manner required by franchisor

7 ITEM 17 of the Disclosure Document is amended to add the following

- No general release shall be required as a condition of renewal ,termination and/or transfer that is intended to exclude claims arising under the New York General Business Law Article 3 Sections 687 4 and 687 5

- ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law

- ITEM 17(j) is amended to state that no assignment will be made except to an assignee who in the good faith judgment of Franchisor is able to assume our obligations under the Agreement

- ITEM 17(w) is amended to state that New York Law governs any cause of action that arises under the New York General Business Law Article 33 Section 680-695

8 Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

NORTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement the following provision will supersede and apply to all franchises offered and sold in the State of North Carolina

1 Agent for Service of Process Our agent in the state of North Carolina authorized to receive service of process is the North Carolina Secretary of State 2 South Salisbury Street Old Revenue Complex Raleigh North Carolina 27601

NORTH DAKOTA

1 The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law including the North Dakota Franchise Investment Law North Dakota Century Code Addendum Chapter 51-19 Sections 51 19 01 *et seq* Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered in the State of North Dakota

Such provisions in the Agreement are hereby amended as follows

- Item 17(c) of the Disclosure Document, the execution of a general release upon renewal transfer or as a condition of receipt of a refund of a portion of the Franchise Fee following termination shall be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law

- Item 17(i) of the Disclosure Document is amended to add that covenants to consent to termination or liquidated damages and franchisee consent to a waiver of exemplary and punitive damages are unenforceable in the State of North Dakota.

- Item 17(q) of the Disclosure Document is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law

- Item 17(u) of the Disclosure Document is amended to state that arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location the arbitrator will determine the location

- Item 17(v) in the Disclosure Document is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law

- Item 17(w) of the Disclosure Document is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law

- All rights contained in the North Dakota Franchise Investment Law are available to Franchisee

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto the terms of this Addendum shall govern

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Rhode Island

ITEM 17 of the Disclosure Document is amended to add the following

- The Rhode Island Franchise Investment Act, R I Gen Law Ch 395 Sec 19 28 1 14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act

- Any general release as a condition of renewal termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

SOUTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of South Carolina

1 Agent for Service of Process Our agent in South Carolina authorized to receive service of process is the South Carolina Secretary of State 1205 Pendleton Street, Suite 525 Columbia, SC 29201

SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of South Dakota

1 Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law

2 Franchise registration employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota As to contractual and all other matters the Agreement will be and remain subject to the construction enforcement and interpretation of the laws of the State of State of Incorporation

3 To the extent that the Agreement would otherwise violate South Dakota law these sections are amended by providing that all litigation by or between you and us involving a Development Business operating in the State of South Dakota, will be commenced and maintained at our election in the state courts of South Dakota or the United States District Court for South Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements

4 Termination provisions covering breach of the Agreement, failure to meet performance and quality standards and failure to make payments contained in the Agreement will afford you 30 days written notice with an opportunity to cure said default prior to termination

5 REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR

6 To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Agreement or exhibits or attachments thereto the terms of this Addendum will govern

VIRGINIA

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Virginia

ITEM 17(h) of the Disclosure Document is amended to add 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 or to use undue influence to induce a franchisee to surrender any right given by any provision contained in the franchise specifically Section 16 2 1 20 of the Franchise Agreement If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause' as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

WASHINGTON

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Washington

ITEM 17 of the Disclosure Document is amended to add the following

- In the event of a conflict of laws the provisions of the Washington Franchise Investment Protection Act Chapter 19 100 RCW shall prevail
- A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act
- Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, including the right to a jury trial may not be enforceable
- Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer
- The Franchise Agreement requires any litigation to be conducted in a state other than Washington the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington

WISCONSIN

Notwithstanding anything to the contrary set forth in the Agreement the following provisions will supersede and apply to all franchises offered and sold in the State of Wisconsin

ITEM 17 of the Disclosure Document is amended to add the following

- The Wisconsin Fair Dealership Law Title XIV A Ch 135 Section 135 01 135 07 may affect the termination provision of the Franchise Agreement.

_____ _____

Franchise Applicant Date

EXHIBIT G

Electronic Depository Transfer Account or "EDTA DOCUMENT

AUTHORIZATION AGREEMENT FOR DIRECT WITHDRAWALS
(ACH DEBITS)

I (we) hereby authorize The Local Door Coupons Franchise, Inc , hereinafter called COMPANY to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any credit entries in error to my (our) Checking account at the depository financial institution, hereinafter called DEPOSITORY, and to credit the same to such account I (we) understand that we will receive notification of such debits to our account if we provide a direct fax number or e mail address below or otherwise it shall be by ordinary mail I (we) agree to reimburse the COMPANY for all costs or expenses it may incur if we do not have sufficient funds in the account on the date of the scheduled debit or on any future attempted debit of that amount I (we) understand that our failure to have such necessary funds in the account on the scheduled due date is evidence of non-payment, and that the COMPANY may proceed to take any action it deems necessary to collect a debt due to our failure to pay or to have such sufficient funds on account for payment of the debt

DEPOSITORY
NAME _____

CITY _____ STATE _____

ROUTING NO _____ ACCOUNT NO _____

**Attach a voided check for verification

I understand that this is a continuing authorization for the COMPANY to initiate debit transactions to my account listed above upon my written or verbal authorization This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it

Franchise Company Name _____

Authorized Signer(s)

_____ or _____
Signer 1 Signer 2

_____ _____
Printed Name Printed Name

Date _____ Fax No _____

E-mail Address _____

EXHIBIT H
SOFTWARE LICENSING AGREEMENT

EXHIBIT I
RELEASE

This RELEASE ("Release") is made as of the latest date set forth on the signature page hereof between The Local Door Coupons Franchise Inc ('Franchisor), and the undersigned person or entity ('Franchisee)

Background

A Franchisor and Franchisee have entered into a Franchise Agreement dated _____ for a franchised business located at _____ (the Agreement)

B Franchisee desires to [transfer] [renew] its franchise rights and Franchisor agrees to consent to such [transfer] [renewal] subject to the conditions contained herein

NOW THEREFORE incorporating the foregoing Background herein by reference and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 Termination of Agreement Franchisor and Franchisee agree and acknowledge that the Agreement is hereby immediately terminated and shall be of no further force or effect

2 Conditions This Release is expressly contingent upon the execution [by the transferee][by Franchisee], concurrently with the execution of this Release of Franchisor's current form of franchise agreement for the operation of a franchised business at _____ [and such other documents as the Franchisee and transferee have agreed upon and Franchisor has approved in connection with such transfer] The franchise agreement described in this paragraph includes any ancillary agreements contained in Franchisor s current franchise disclosure document

3 Release

(a) Franchisee to the fullest extent permitted by law, hereby forever releases and discharges Franchisor and waives any and all rights or Claims it has may have, had or may have had against Franchisor, its affiliates and each of their officers, directors or employees from the beginning of time until the date of this Release, of any kind whether known or unknown, including but not limited to any Claims arising under or related to the Agreement

(b) As used in this paragraph 3, Claims means any and all manner of actions, causes of action, suits, debts dues sums of money account reckonings bonds bills specialties covenants contracts controversies sanctions costs attorneys fees, agreements, promises variances trespasses, damages, judgments, extents, executions claims and demands whatsoever, of whatever kind or nature whether absolute or contingent, known or unknown matured or un-matured at law, in equity, or in any other proceeding

(c) Nothing contained in this paragraph 3 is intended to affect the rights and responsibilities of the parties under any of the agreements described in paragraph 2 or any agreements between the parties which may be executed concurrently herewith

4 Representations and Warranties Franchisee represents and warrants to the Franchisor as follows

(a) The execution and delivery of this Release does not violate any law applicable to Franchisee, Franchisee's organizational documents, or any other agreement binding upon Franchisee

(b) Franchisee has the power and authority to execute and deliver this Release and has taken all necessary action (corporate or otherwise) to authorize the execution and delivery of this Release

5 Miscellaneous

(a) This Release shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflict of laws rules

(b) This Release constitutes the sole agreement of the parties with respect to the subject matter hereof and thereof and supersedes all oral negotiations and prior writings with respect to the subject matter hereof and thereof No amendment of this Release and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto

(c) This Release shall be binding upon the parties hereto and where applicable their respective heirs executors, administrators, successors and permitted assigns and shall inure to the benefit of the parties hereto and where applicable their respective heirs executors, administrators, successors and permitted assigns

IN WITNESS WHEREOF the parties have caused this Release to be signed by their duly authorized representatives

The Local Door Coupons Franchise Inc	FRANCHISEE
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

EXHIBIT J

GUARANTY OF FRANCHISE OWNER S UNDERTAKINGS

In consideration of and as an inducement to, the execution of the foregoing Franchise Agreement (the "Agreement") dated the _____ day of _____, 20_____, by The Local Door Coupons Franchise, Inc each of the undersigned hereby guarantees jointly and severally unto The Local Door Coupons Franchise, Inc that _____ (Franchise Owner) will perform during the terms of the Agreement each and every covenant payment agreement and undertaking on the part of Franchise Owner contained and set forth in such Agreement The undersigned agrees that all provisions of the Franchise Agreement relating to the obligations of Franchise Owners including, without limitation, the covenants of confidentiality and noncompetition and other covenants set forth in the Agreement, shall be binding on the undersigned

The Local Door Coupons Franchise Inc its successors and assigns may from time to time, without notice to the undersigned (a) resort to the undersigned for payment of any of the liabilities whether or not it or its successors have resorted to any property securing any of the liabilities or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the liabilities, (b) release or compromise any liability of any of the undersigned hereunder or any liability of any party or parties primarily or secondarily liable on any of the liabilities and (c) extend renew or credit any of the liabilities for any period (whether or not longer than the original period) alter amend, or exchange any of the liabilities or give any other form of indulgence whether under the Agreement or not

The undersigned further waives presentment demand notice of dishonor, protest, nonpayment, and all other notices whatsoever including, without limitation notice of the acceptance hereof notice of all contracts and commitments, notice of the existence or creation of any liabilities under the foregoing Agreement and of the amount and terms thereof and notice of all defaults disputes or controversies between Franchise Owner and The Local Door Coupons resulting from such Agreement or otherwise and the settlement, compromise or adjustment thereof

The undersigned agrees to pay all expenses paid or incurred by The Local Door Coupons Franchise Inc in attempting to enforce the foregoing Agreement and this Guaranty against Franchise Owner and against the undersigned and in attempting to collect any amounts due hereunder and hereunder including reasonable attorneys fees if such enforcement or collection is by or through an attorney at-law Any waiver extension of time or other indulgence granted from time to time by The Local Door Coupons Franchise, Inc , its agents, successors or assigns, with respect to the foregoing Agreement shall in no way modify or amend this Guaranty, which shall be continuing, absolute unconditional and irrevocable If more than one person has executed this Guaranty, the term the undersigned ' as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties

IN WITNESS WHEREOF each of the undersigned has executed this Guaranty effective as of the date of the foregoing Unit Franchise Agreement

Witness_____

Name of Guarantor _____

Witness_____

Name of Guarantor _____

EXHIBIT K
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, The Local Door Coupons Franchise, Inc and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business In this Franchisee Disclosure Questionnaire, The Local Door Coupons Franchise, Inc will be referred to as "we ' or "us " The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading Please review each of the following questions carefully and provide honest and complete responses to each question

1 Have you received and personally reviewed The Local Door Coupons Franchise, Inc 's Franchise Agreement and each exhibit, addendum and schedule attached to it?
Yes ____ No ___

2 Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
Yes ____ No ___

If 'No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary)

_____

_____

_____

3 Have you received and personally reviewed our disclosure document we provided to you?
Yes ____ No ___

4 Do you understand all of the information contained in the disclosure document?
Yes ____ No ___

If 'No ', what parts of the disclosure document do you not understand? (Attach additional pages, if necessary)

_____

_____

_____

5 Have you discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?
Yes ____ No ___

6 Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes ____ No ___

7 Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Franchised Business that we or our franchisees operate?

Yes ____ No ___

8 Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from the information contained in the disclosure document?

Yes ____ No ___

9 Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes ___ No ___

10 Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the disclosure document?

Yes ____ No ___

11 If you have answered 'Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines (Attach additional pages, if necessary, and refer to them below) If you have answered "No" to each of these questions, please leave the following lines blank

_____

_____

_____

_____

12 Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?

Yes ___ No ___

You understand that your answers are important to us and that we will rely on them

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions All representations requiring prospective franchisees to assent 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

_____

Name of Franchisee/Applicant

Date _____ 20___

_____

Signature

_____

Name and Title of Person Signing

EXHIBIT L
RECEIPT PAGES
(YOUR COPY)

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 THE LOCAL DOOR COUPONS FRANCHISE INC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to THE LOCAL DOOR COUPONS FRANCHISE, INC or an affiliate in connection with the proposed franchise sale

If THE LOCAL DOOR COUPONS FRANCHISE, INC does not deliver this disclosure document on time or if contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission Washington, D C 205850 and the appropriate state agency identified on Exhibit A

Franchise seller(s) offering the franchise THE LOCAL DOOR COUPONS® 13190 SW 134th Street, Unit# 108 Miami FL 33186, Telephone 305 233 1117 In addition please identify the individual franchise seller who offered you a THE LOCAL DOOR COUPONS® franchise the space provided below

Danny Nieves President 13190 SW 134th Street, Unit# 108 Miami Florida 33186	Brian Tijerino Vice President 13190 SW 134th Street, Unit# 108 Miami Florida 33186	

Issuance Date September 26 2015

See Exhibit A for our registered agents authorized to receive service of process

I have received a Disclosure Document dated _____ 20__ that includes the following Exhibits

Exhibit A	State Administrators/Agents for Service of Process
Exhibit B-1	Franchise Agreement
Exhibit B-2	Area Development Agreement
Exhibit C	Financial Statements
Exhibit D	Operations Manual Table of Contents
Exhibit E	Former Franchisees
Exhibit F	State Addenda to the Disclosure Document and Franchise Agreement
Exhibit G	Electronic Depository Transfer or "EDTA" Document
Exhibit H	Software Licensing Agreement
Exhibit I	Release
Exhibit J	Guaranty of Franchise Owner's Undertaking
Exhibit K	Franchise Disclosure Questionnaire
Exhibit L	Receipts

PROSPECTIVE FRANCHISEE

If a business entity

_____

Name of Business Entity

By _____

Its _____

(Print Name) _____

Dated _____

(Do not leave blank)

If an individual

_____

(Print Name) _____

Dated _____

(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it by mail or email to THE LOCAL DOOR COUPONS FRANCHISE, INC, email Brian@localdoorcoupons com

EXHIBIT L
RECEIPT PAGES
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Exhibit I	General Release
Exhibit J	Guaranty of Franchise Owner s Undertaking
Exhibit K	Franchise Disclosure Questionnaire
Exhibit L	Receipts

PROSPECTIVE FRANCHISEE

If a business entity

_____

Name of Business Entity

By _____

Its _____

(Print Name) _____

Dated _____

(Do not leave blank)

If an individual

_____

(Print Name) _____

Dated _____

(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail or email, to THE LOCAL DOOR COUPONS FRANCHISE, INC , email Brian@tlocaldoorcoupons com

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Securities Regulation Division
Department of Corporations

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Business Services and Consumer and Investor Protection