RECEIVED
DEPT OF BUSINESS OVERSIGHT
SAN FRANCISCO

2019 JUL 23 AM 10·47

FRANCHISE DISCLOSURE DOCUMENT
PINPOINT LOCAL, LLC
a Delaware limited liability
company

PO Box 11222
Wilmington, NC 28404
Phone (910)338-0811
Website www pinpointlocal com
E-mail info@pinpointlocal com

PINPOINT
LOCAL

The franchise offered is for a unique and distinctive system relating to the establishment, development, and operation of a full service digital marketing service business, identified by the tradename PinPoint Local™ or any other authorized mark, that supports the growth and sustainability of the local business market by providing tools for prosperity and longevity to local businesses, specializing in providing internet business marketing consulting services to local clients A PinPoint Local™ business includes, without limitation, operational methods and techniques, technical assistance and training in the operation, management, and promotion of a PinPoint Local™ business, specialized reporting, bookkeeping, and accounting methods and documents, and advertising and promotional programs

The total investment necessary to begin the operation of a PinPoint Local™ franchise is estimated to range from ~~$3,4850 to $15,850~~**$24,950 to $61,850** ~~This estimate does not include real estate estimates, and includes the initial franchise fee payable to us, which will be $0 if you have successfully completed a digital marketing course that we approve of, or $7,500 if you have not Please see Items 5 and 7 for additional details~~ This includes the initial franchise fee of $0 - $7,500 that must be paid to ~~the franchisor or its affiliate(s)~~ us at the time you sign the Franchise Agreement The initial franchise fee will be $0 if you have successfully completed a digital marketing course that we approve of The typical cost of an approved digital marketing course is $2,500

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor in connection with the proposed franchise sale **Note, however, that no government agency has verified the information contained in this document**

You may have elected to receive an electronic version of your disclosure document If so, you may wish to print or download the disclosure document for future reference You have the right to receive a paper copy of the disclosure document until the time of sale To obtain a paper copy, contact Ruaidhri Prendergast at PO Box 11222, Wilmington, NC 28404, by telephone at (910)-338-0811, or by email at info@pinpointlocal com

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

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

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

Issuance Date February 154, 2019

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement

If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery dates stated in your contract, you may notify the seller in writing and demand that the contract be cancelled

MICHIGAN COVER PAGE

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

(a) A prohibition on the right of a franchisee to join an association of franchises

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (i) the term of the franchise is less than five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise Good cause shall include, but is not limited to (i) Failure of the

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 G for information about the franchisor or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

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

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

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

4 YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS

5 THE FRANCHISOR IS AT AN EARLY STATE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY THIS FRANCHISE COULD BE A HIGHER RISK INVESTMENT THAN A SYSTEM WITH A LONGER OPERATING HISTORY

6 THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENT (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU

7 THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS

8 THE PRIMARY TRADEMARK THAT YOU WILL USE IN YOUR BUSINESS IS NOT FEDERALLY REGISTERED IF THE FRANCHISOR'S RIGHT TO USE THIS TRADEMARK IN YOUR AREA IS CHALLENGED, YOU MAY HAVE TO IDENTIFY YOUR BUSINESS AND

<u>ITS PRODUCTS OR SERVICES WITH A NAME THAT DIFFERS FROM THAT USED BY OTHER FRANCHISEES OR THE FRANCHISOR THIS CHANGE CAN BE EXPENSIVE AND MAY REDUCE BRAND RECOGNITIONN OF THE PRODUCTS OR SERVICES YOU OFFER</u>

EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file or exemption from registration in the following states having franchise registration and disclosure laws, with the following effective dates

STATE	EFFECTIVE DATE
California	
Connecticut	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

in this Disclosure Document and the Manuals, which you should expect to evolve over time, that are provided to you as a franchisee (described in Item 11)

~~Franchise Agreement~~Description of Franchise

We offer the right to establish and operate one PinPoint Local™ business under the terms of a single unit franchise agreement within a specific Territory (the "Franchise Agreement") Our current form of Franchise Agreement is Exhibit B to this Disclosure Document You may be an individual, corporation, partnership, or other form of legal entity Under the Franchise Agreement, certain parties are characterized as Franchisee's Principals (referred to in this Disclosure Document as "your Principals") The Franchise Agreement is signed by us, by you, and by those of your Principals whom we designate as Controlling Principals In most instances, we will designate your principal equity owners and executive officers, and certain affiliated entities as Controlling Principals By signing the Franchise Agreement, your Controlling Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement (see Item 15) Depending on the type of business activities in which you or your Principals may be involved, we may require you or your Principals to sign additional confidentiality and non-competition agreements

You must designate a "General Manager" who will be the main individual responsible for your business We recommend, but do not require, that you be the General Manager Your General Manager does not have to own an equity interest in you The General Manager must sign covenants to maintain the confidentiality of information he/she learns while employed as your General Manager, and your General Manager must sign non-competition covenants

Market and Competition

The market for business marketing and consultation services is well developed and intensely competitive, particularly in digital and Internet marketing and consultation services You will serve the general public and will compete with a variety of businesses, from locally owned to national web design companies and companies offering search engine optimization (SEO), pay per click (PPC), social media management, and strategy and general online marketing There may also be some competition from automated software tools claiming to offer the same services or local advertising, print, mail shots, etc We may establish other PinPoint Local™ businesses in your area, as your license and right to operate a PinPoint Local™ business is non-exclusive, and/or we may sell or license others to sell products in your area Also, we may sell products and offer services through the Internet, toll-free telephone numbers, catalogs, or other similar means of distribution to customers at any location, which may be located in your area See Items 12 and 16 for a description of your permitted activities and your rights, and our permitted and restricted activities and rights

Industry Regulations

Many of the laws, rules, and regulations that apply to non-digital businesses in order to protect consumers generally have particular applicability to digital marketing consultation businesses All PinPoint Local™ businesses must comply with federal, state, and local laws applicable to the operation and licensing of a digital marketing consultation business You must timely obtain any and all permits, certificates, licenses, and bonds necessary for the full and proper operation and management of your PinPoint Local™ Franchised Business, including, without limitation, county occupational permits, a license to do business and provide services, fictitious name registration, sales tax permits, and all necessary approvals by municipal, county, or state departments that regulate digital service operations You shall be solely responsible for compliance with any laws pertaining to sending e-mails, including, but not limited to, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act of 2003") If applicable to your Franchised Business, the Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect site elements, entrance ramps, doors, bathrooms, drinking facilities, etc You should consider these laws and regulations when evaluating your purchase of a franchise

You must forward us copies of all subsequent inspection reports, warnings, certificates, and ratings issued by any governmental agency during the term of this Agreement in connection with the conduct of your Franchised Business which indicate your failure to meet or maintain the highest governmental standards or less than full compliance by you with any applicable law, rule, or regulation within three (3) days of your receipt

There may be other laws, rules, or regulations which affect your Franchised Business, including minimum wage and labor laws We recommend that you consult with your attorney for an understanding of them

** Children's Online Privacy Act
**Consumer Review Fairness Act
** com Disclosures
**FTC's Mail, Internet, or Telephone Order Merchandise Rule
** FTC Endorsement Guides and Disclosures
**Privacy and Electronic Regulations

The United States enacted the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (the "USA Patriot Act") We are required to comply with the USA Patriot Act To help us comply with the USA Patriot Act, we ask you in the Franchise Agreement to confirm for us that neither you nor your directors, officers, shareholders, partners, members, employees, or agents are suspected terrorists or persons associated with suspected terrorists or are under investigation by the U S government for criminal activity You may review the Patriot Act and related regulations at http //epic org/privacy/terrorism/hr3162 html

ITEM 2
BUSINESS EXPERIENCE

CEO – Ruaidhri Prendergast

Ruaidhri Prendergast has served as CEO of PinPoint Local™ in Wilmington DE ~~since its inception~~from its inception in January 2019 to present ~~Mr Prendergast has a considerable amount of experience in business administration, and in particular, business marketing consultations~~ From 2014 to present, h~~He~~ is also ~~is currently the~~the Director for Sertaint Limited, a Galway, Republic of Ireland company~~,~~ ~~retail company that makes sales through Amazon com He has directed Sertaint Limited since 2014~~ Moreover, he served as the Director for Ingenuity HQ, a Galway, Republic of Ireland, ~~Business Management consultation~~ company from 2010 through 2017

Member– Steve Clayton

Steve Clayton has been a member of PinPoint Local™ in Wilmington DE since its inception in January 2019 to present ~~He brings valuable entrepreneurial experience to the team Mr Clayton owns Blueprint Information Products, LLC, a Carrboro, North Carolina, company which creates software products to help with online market research, keyword research, domain research, and website traffic generation~~ Steve Clayton ~~has~~ also owns Netblaze~~ed~~ ~~this digital marketing software business~~ since January 2013 located in Chicago, IL

Member- Aidan Booth

Aidan Booth has served as a member of PinPoint Local™ in Wilmington DE since its inception in January 2019 to present since its inception He is also the owner and director of Volta Marketing Limited, a Castries, St Lucia, company ~~whose mission is to help online businesses succeed~~ Mr Booth has held this position ~~since~~ from 2017 to present Mr Booth has also owned and directed Paralelo Sur SRL a Buenos Aires, Argentina company from 2016 to present From 2009 to 2016, he was the Director of AB Holding Limited a Buenos Aires, Argentina company

Director of Franchise Operations- Claudio Barbieri

~~As~~ Director of Franchise Operations of PinPoint Local™ in Wilmington DE since its inception in January 2019 to present ~~since our inception, Claudio Barbieri oversees the development of the franchise system~~ Mr Barbieri is a multi-business owner, he owns and manages Page One Ranking, LLC, a Cape Coral, Florida, company ~~providing businesses an increase in search engine rank and site traffic through search engine optimization (SEO) services~~ Mr Barbieri has owned Page One Ranking, LLC since July 2012 He is also the owner and manager of Cleartrades, LLC, a Fort Myers, Florida, based company, and has owned Cleartrades, LLC since June 2015 Mr Barbieri also owns and serves as manager of Netblaze, LLC, a Cape Coral, Florida, based company ~~which provides digital marketing software services and solutions designed to optimize business profitability~~ since April 2017

ITEM 3
LITIGATION

No litigation is required to be disclosed in this ~~Disclosure Document~~ Item

ITEM 4
BANKRUPTCY

~~No person previously identified in Items 1 or 2 of this Disclosure Document has been involved as a debtor in proceedings under the U S Bankruptcy Code or comparable foreign law required to be disclosed in this Item~~ No bankruptcy information is required to be disclosed in this Item

ITEM 5
INITIAL FEES

Franchise Agreement

You must pay us an initial franchise fee of $7,500 for the right to establish a single PinPoint Local™ Business under a Franchise Agreement Provided, however, that if you shall have attended and successfully completed a Franchisor-Approved digital marketing certification course, the initial franchise fee shall be $0 The typical cost of an approved digital marketing course is $2,500 You must pay the initial franchise fee ~~in full when you sign the Franchise Agreement~~ when the we satisfy ours pre-opening obligations to you and you have commenced doing business This fee is used to compensate our expenses, like administrative expenses or lost and deferred opportunities, that arise when granting you a Franchise The initial franchise fee is imposed uniformly on all single-unit franchisees, and single-unit franchisees are not eligible for any discounts on the initial franchise fee, except as explained above

If you choose to operate your Franchised Business outside of your home and are unable to secure a location for your Franchised Business within 30 days after you sign the Franchise Agreement, or if your General Manager is unable to complete our initial training program to our satisfaction (after giving you the opportunity to designate a replacement General Manager), we reserve the right to terminate your Franchise Agreement and refund 50% of the initial franchise fee to you We will retain the balance of the initial franchise fee to compensate us for our efforts and lost or deferred opportunities The initial franchise fee is not refundable under any other circumstances

ITEM 6
OTHER FEES

Fees (1)	Amount	Due Date	Remarks
Royalty Fee (2)	~~Up~~ 0% to 4 5% of Gross Sales	Payable monthly on or before the 10th of each month (unless that day is not a business day, then the Royalty Fee is due on the next business day)	Royalty Fees are calculated based on Gross Sales for the previous month, they are not imposed uniformly Amounts due will be withdrawn by EFT from your designated bank account
Initial Training (For New or Replacement Employees)	Our then-current per person training fee, plus expenses Current per person training fee = $1,500	Before Training	We will train the first person at no additional charge If you request that we provide our initial training program to any additional employees, or to new or replacement employees during the term of your Franchise Agreement, you must pay our training fee
Additional Training	Our then-current per diem rate per trainer, plus expenses Current per diem rate = $450	When billed	If you request that we provide additional training, you must pay our daily fee for each trainer, and you must reimburse each trainer's expenses, including travel, lodging, and meals

Fees (1)	Amount	Due Date	Remarks
Interest	18% per annum or highest rate allowed by applicable law	On demand	Interest may be charged on all overdue amounts Maximum allowed rate in CA is 10% per annum
Audit Fee	~~Cost of audit~~ $500 00	When billed	Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more You must also pay the understated amount, plus interest
Prohibited Product or Service Fine	$250 per day of use of unauthorized products or services	If incurred	In addition to other remedies available to us
Relocation Fee	$500 00	Submitted with relocation request	Payable if you request to relocate the Franchised Business for any reason to another location in the Territory
Transfer Fee – Franchise Agreement	75% of our then-current initial franchise fee	Submitted with transfer application	Fee of up to $500 charged to an individual or partnership franchisee that transfers its rights, one time only, to a corporate or LLC entity controlled by the same interest holders
Renewal (Franchise Agreement)	Our then-current initial franchise fee	90 days before expiration of the Franchise Agreement	After expiration of initial 3-year term, Franchisee has the option to renew for 2 additional terms of 3 years each
Public Offering	$5,000	When billed	This covers our cost to review the proposed offering of your securities

Inspection and Testing	~~Then-Current inspection and testing fee~~ $500.00	On demand	Payable if you request that we evaluate a product or supplier that we have not previously approved and that you want to use in your Franchised Business or if there is a problem at the franchised business that would require a site visit (see Item 8)
Liquidated Damages	See footnote 4~~3~~		

Fees (1)	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Will vary under circumstances	On demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business or in connection with any offer of your securities, or for costs associated with defending claims that you used the trademarks in an unauthorized manner
~~Repair, Maintenance, and Remodeling/ Redecorating~~	~~Will vary under circumstances~~	~~As incurred~~	~~Payable to approved suppliers You must maintain your Franchised Business in a high degree of operational condition We may require you to obtain any new or additional equipment and materials for your Franchised Business to meet our then-current image for all PinPoint Local™ franchised businesses~~

Notes

1 All fees described in this Item 6 are non-refundable and uniformly imposed Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us Except as specifically stated above, the amounts given may be due to changes in market conditions, our cost of providing services, and future policy changes At the present time we have no plans to increase payments over which we have control

2 For the purposes of determining the royalties to be paid under the Franchise Agreement, "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the PinPoint Local™ Franchised Business, whether for cash or credit, and regardless of collection in the case of credit If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point of sale system and any cash shortage will not be considered in the determination Gross Sales expressly excludes the following

(a) Sums representing sales taxes collected directly from customers, based on present or future laws of federal, state, or local governments, collected by you in the operation of the Franchised Business, and any other tax, excise, or duty which is levied or assessed against you by any federal, state, municipal, or local authority, based on sales of specific merchandise sold at or from the

Franchised Business, provided that the taxes are actually transmitted to the appropriate taxing authority, and

(b) Proceeds from isolated sales of trade fixtures not constituting any part of your products and services offered for resale at the Franchised Business nor having any material effect on the ongoing operation of the Franchised Business required under the Franchise Agreement

We do not impose a minimum royalty fee, and we may authorize certain other items to be excluded from Gross Sales Any exclusion may be revoked or withdrawn at any time by us The royalty fee will be withdrawn from your designated bank account by electronic funds transfer ("EFT") at any time, at our discretion If you do not report the Franchised Business's Gross Sales, we may debit your account for 120% of the last Royalty Fee that we debited If the Royalty Fee we debit is less than the fee you actually owe us, we will debit your account for the balance on a day we specify If the Royalty Fee we debit is greater than the fee you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week

~~If any state imposes a sales or other tax on the royalty fees, then we have the right to collect this tax from you~~

3 If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages in an amount not exceeding the average monthly Royalty Fees you paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Item	Estimated Cost	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee (1)	$0 to $7,500	Lump Sum	(See Note 1) ~~On signing~~	Us
Rent, Real Estate, Construction, and Remodeling (2)	$0 to $1,000 ~~(See note 2)~~	(See note 2)	(See note 2)	(See Note 2)
Furniture	$500 to $1,000	As Arranged	Before Opening	Approved Third-Party Suppliers
Office Supplies and Misc	$200 to $500	As Arranged	Before Opening	Approved Third-Party Suppliers
Advertising (initial 3 months) (3)	$1,500 to $15,000	As Arranged	As Arranged	Approved Suppliers

Marketing Materials (Business Cards, Brochures, etc)	$200 to $500	As Arranged	Before Opening	Approved Third-Party Suppliers
Permits and Licenses	$500	As Arranged	Before Opening	Government Agencies
Telephone (Installation)	$100 to $200	As Arranged	Before Opening	Telephone Company
Internet (Installation)	$50	As Arranged	Before Opening	Internet Service Provider
Legal and Accounting	$500 to $1,000	As Arranged	As Incurred	Attorneys and Accountants
Insurance (4)	$400 to $600	As Arranged	Before Opening	Insurance Companies
Computer System and Software and Related Equipment (5)	$1,000 to $4,000	As Arranged	Before Opening	Approved Third Party Suppliers
Additional Fund – 3 Month (6)	20,000-30,000			
TOTAL	**$24,950 ~~3,450~~ to $61,850 ~~15,850~~**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable and the initial franchise fee is partially refundable in certain circumstances (see Item 5) We do not finance any portion of your initial investment

Notes

We are unable to calculate your exact investment for the Franchised Business due to the many factors, which influence the total projected costs such as location, amount of space leased, amount of remodeling needed, and so forth Your initial investment will also vary considerably depending upon the method and amount of financing that you use The equipment and other items are shown in full, although they may be financed or leased

1 ***Initial Franchise Fee*** The initial fees due under a Franchise Agreement are discussed in Item 5

2 ***Rent, Real Estate, Construction, and Remodeling*** On the assumption that you will operate your franchised business at your place of residence, the figures in the table do not reflect an amount for investment in real estate If you choose to lease a space, we have no requirements or standards regarding site size or location, and you should be aware that landlords may vary their base rental rate and charge rent based on a percentage of gross sales In addition to base rent, your lease may require you to pay common area maintenance charges ("CAM Charges") for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges The actual amount you pay under the lease will vary depending on the size of the Franchised Business, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic region Also, if you choose to operate your Franchised Business outside of your home, you will probably need to provide security deposits to your landlord and your local utilities, such as gas, electricity, and water

3 ***Advertising (Initial 3 Months)*** We do not impose a uniform fee for advertising and promotional materials, however, we reserve the right to review and approve or disapprove all advertisements you plan to use

4 ***Insurance*** During the term of the Franchise Agreement, you must pay for all insurance premiums including comprehensive general liability insurance You must name us as an additional insured at your expense and furnish us with certificates of insurance, along with evidence that the premiums have been paid You are liable for any cost and expense, including attorneys' fees that we incur associated with any matters insured pursuant to the insurance required under the Franchise Agreement Refundability will depend upon your negotiations with the insurer

These figures are also estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Franchised Business, as described in Item 8 Insurance premiums may be payable monthly, quarterly, semi-annually, or annually, based on the insurance company's practices and your creditworthiness

5 ***Computer System and Software*** You must have (and may need to purchase) and use a computer (laptop or desktop) and a Deskjet Printer to operate your PinPoint Local™ Franchised Business You must obtain a System Software Program we then-currently require for your Franchised Business Currently, we require Quickbooks, CRM system, and Microsoft Office 360 Home Premium, which we estimate would cost $528 per year You may need to purchase certain other computer hardware/software and related equipment for the operation of the Franchised Business

6 ***Other Operating Funds (Initial 3 Months)*** You will need capital to support ongoing expenses, such as utilities, royalty fees and local advertising if these costs are not covered by sales revenue for your first three months of operation New businesses often generate a negative cash flow We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after

Your actual costs may vary greatly and will be influenced on factors such as the size and condition of the space of your Franchised Business, your management skill, experience and business acumen, local economic conditions, the local market for the Franchised Business's products, competition, and the sales level reached during the start-up phase ~~This item estimates your initial startup expenses, which include a wide variety of miscellaneous expenses These expenses include, for example, payroll costs These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business Your costs will depend on factors such as 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~~

We relied upon our experience in estimating the additional funds amount

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase all inventory, supplies, materials, equipment (including point of sale, accounting, and invoicing hardware and software systems), and other products and services we require, all of which must conform to the standards and specifications stated in our Manual (as defined in Item 11) or otherwise in writing, unless you have first obtained our written consent to do otherwise You may not purchase, use, or permit to be used, on the Franchised Business premises inventory, supplies, materials, equipment (including point of sale, accounting, and invoicing hardware and software systems), and other products and services or other items without our written consent or that do not comply with our specifications

To make sure that the highest degree of quality and service is maintained, you must operate the PinPoint Local™ Franchised Business in strict conformity with the methods, standards, and specifications that we prescribe in the Manual or otherwise in writing You must maintain sufficient working capital to fulfill your requirements per the Franchise Agreement, and must use and provide at all times only those products, materials, supplies, and services that meet our standards and specifications All services and processes must be completed in accordance with the procedures specified in the Manual or other written materials You must not deviate from these standards and specifications by the use or offer of non-conforming services or products without obtaining our written consent first You must sell and offer for sale only those products and services that we have expressly approved for sale in writing You must offer for sale all products and services required by us in the manner and style we require You must stop offering products and services we may disapprove in writing at any time We can, and expect to, modify our standards and specifications as we deem necessary We will provide you notice in the Manual or otherwise in writing (such as via e-mail) of any changes in our standards and/or specifications

You must permit us or our agents, at any reasonable time, to have a reasonable number of samples of items from your inventory or from the Franchised Business delivered to us free of charge for testing by us or by a third party to determine whether the samples meet our then-current standards and specifications In addition to any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications (see Item 6)

You must obtain all supplies, materials, equipment (including accounting and invoicing hardware and software systems), and other products used or offered for sale at the Franchised Business solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or which are in accordance with our standards and specifications We do not make our supplier evaluation criteria available to you or any supplier

Currently, we are the sole designated and approved supplier of ~~services~~ the software programs needed for your~~to~~ PinPoint Local™ franchised businesses -None of the officers listed in Item 2 has an ownership interest in any approved supplier

If you wish to purchase, lease, or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so The written request must include our then-current fee for testing and inspection (see Item 6) We must approve any supplier in writing before you make any purchases from that supplier We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or

1 Advertising and promotional materials for local advertising for the Franchised Business at no cost to you– You must participate in all these advertising and promotional programs (Franchise Agreement, Section 5 3)

2 Training programs and seminars and other related activities regarding the operation of the Franchised Business as we may conduct for you or PinPoint Local™ franchise personnel generally, which may be mandatory for your General Manager and other Business personnel (Franchise Agreement, Section 6 4 3)

3 At your request, additional training You must pay our per diem fee of $450 for each trainer providing the training as well as reimburse our expenses (see Item 6) (Franchise Agreement, Section 6 4 2)

4 Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that you and your Controlling Principals have fully complied with the terms of the Franchise Agreement (Franchise Agreement, Section 9 4)

Advertising If a local advertising cooperative is established for your market, you will be required to contribute to it, participate in its activities and be subject to its governing documents There currently are no franchisee advertising councils or local advertising cooperatives that advise us on advertising policies In our discretion, we reserve the right to establish an advisory council of franchisees that does advise us on advertising policies and other matters

We have no obligation to provide any advertising for your Franchise Business

Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12-month period must be submitted to us for our approval before you may use it Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials

Website / Extranet Websites (as defined below), blogs, and social media accounts are considered as "advertising" under the Franchise Agreement and are subject (among other things) to our review and prior written approval before they may be used (as described above) As used in the Franchise Agreement, the term "Website" means an interactive electronic document, series of symbols or otherwise, contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to the PinPoint Local™ Business, Proprietary Marks, us, or the System The term Website includes Internet and World Wide Web home pages

In connection with any Website, the Franchise Agreement states that we have the right, but not the obligation, to establish and maintain a website The Website may promote the Marks, PinPoint Local™ franchised businesses, products offered at PinPoint Local™ businesses, franchising of PinPoint Local™ businesses, and/or the System We will have the right to control all aspects of the Website, including but not limited to its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage We also have the right to discontinue operation of the Website

We may designate web pages within our Website to describe you and/or your business You must comply with our policies in terms of creation, maintenance, and content of any such web page We have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page

You may not establish a separate Website without our written approval If approved, you must comply with our policies, standards, and specifications set forth for the Website

Training No later than 10 days before the date the Franchised Business begins operation ("Opening Date"), your General Manager must complete, to our satisfaction, our initial online training program

We will provide instructors and training materials for the initial training of your General Manager at no additional charge You may also have additional personnel trained by us for the Franchised Business, at your expense (see Item 6) We will determine whether the General Manager has satisfactorily completed the initial online training If the General Manager does not satisfactorily complete the initial online training program or if we determine that this person cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training before you will be permitted to open your Franchised Business If the replacement General Manager cannot complete the initial online training program to our satisfaction, we have the right to terminate your Franchise Agreement and refund a portion of your initial franchise fee (see Item 5)

Any General Manager subsequently designated by you must also receive and complete the initial online training to our satisfaction We reserve the right to charge a reasonable fee for the initial training we provide to a replacement or successor employee if we have not approved you to provide the training (see Item 6)

If, during the term of your Franchise Agreement, you request that we provide additional training, you must pay our then-current per diem fee of $450 for each trainer we provide, and you must reimburse us for any expenses our trainers incur, such as costs of travel, lodging, and meals (see Item 6)

Our officers will oversee training Their biographical information is included in Item 2 The instructional materials used in the initial training consist of our Operations Manual, marketing and promotion materials, programs related to the operation of the point of purchase system, and any other materials that we believe will be beneficial to our franchisees in the training process

The training schedule and activities of the initial training program are described below

Training is instructed by PinPoint Local™ administrators Steve Clayton and Aidan Booth Steve Clayton has been a member of PinPoint Local™ since its inception He brings valuable entrepreneurial experience to the team Mr Clayton owns Blueprint Information Products, LLC, a Carrboro, North Carolina, company which creates software products to help with online market research, keyword research, domain research, and website traffic generation Steve Clayton has owned this digital marketing software business since January 2013 Aidan Booth has served as a member of PinPoint Local™ since its inception He is owner and director of Volta Marketing Limited, a Castries, St Lucia, company whose mission is to help online businesses succeed Mr Booth has held this position since 2017

~~(See Item 2)~~

The entire training program is subject to change due to updates in materials, methods, manuals, and personnel without notice to you The subjects and days allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the experience of those persons being trained Ongoing Sales Training (1 hour via an online webinar) will be provided weekly

~~We may choose to hold up to two annual meetings of our franchisees to provide additional training, introduce new products, services, or changes to the System, or for other reasons~~ We may choose to hold up to two annual meetings of our franchisees to provide additional training, introduce new products, services, or changes to the System, or for other reasons We may designate that attendance at an annual meeting is mandatory for you and/or your General Manager You will pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals, and wages

Operations Manual The Table of Contents for our Operations Manual is attached to this Disclosure Document as Exhibit E Our Operations Manual contains approximately 957 pages

Site Selection You must assume all costs, liabilities, expenses, and responsibility for locating, obtaining, and developing a site for the Franchised Business and for constructing and equipping the Franchised Business at the site You will select the site for the Franchised Business subject to our approval The Franchised Business may not be relocated without first obtaining our written consent, along with a relocation fee not exceeding $500

If you choose to operate outside of your home and are unable to find a suitable location for your Franchised Business within 30 days after you sign the Franchise Agreement, we reserve the right to terminate your Franchise Agreement and refund a portion (50%) of the initial franchise fee to you (see Item 5)

Opening You must open the Franchised Business and commence business within one (1) month after you obtain possession of the Location You may receive a written extension of this time period from us Prior to opening, you must complete all pre-opening obligations Failure to comply may lead to prohibition from commencing business and will be deemed an event of material default

Computer and Point of Sale Systems You must obtain a computer, ~~and a~~ coloar ink~~Desk~~jet p~~P~~rinter, and cell phone for the operation of your Franchised Business You must ~~purchase~~ utilize the System Software Program then-in effect Currently, our required software programs are Quickbooks, ~~CRM~~ CELO project management software~~System,~~ ~~and~~ Microsoft Office 365 Home Premium, PinPoint Local Sales & Success Center CRM We expect that the ~~point of sale system~~Computer System will cost between $1,050 and $3,000

We expect that the Computer System will need to be maintained and updated We anticipate that software upgrades will not require an annual fee You are, however, responsible for maintenance and support services and the acquisition of additional capacity for the Computer System Support and maintenance costs range from $10 00 to $20 00 per month depending on volume and system size

You must obtain and maintain telephone communication access and Internet access or other means of electronic communication, as specified by us It will be a material default under the Franchise Agreement if you do not maintain the equipment, lines, and communication methods in operation and accessible to us at all times to inspect and monitor throughout the term of the Franchise Agreement We must have access at all times and in the manner that we specify

ITEM 12
TERRITORY

Franchise Agreement Your Franchise Agreement will -specify a street address, the Location, for your Franchised Business Your Franchise Agreement will also specify a non-exclusive Territory which refers to the geographic limitation which you possess the right and license to offer Internet consulting services to customers who are located within the boundaries of the Territory You will not receive an exclusive territory You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control Your territory will be comprised of a minimum of 4000 total businesses

During the term of the Franchise Agreement, we may establish or operate, or license any other person to establish or operate, a franchised business in the Territory

You may conduct delivery services from your Franchised Business according to the standards and practices we determine

If, during the term of the Franchise Agreement, you wish to relocate your Franchised Business, or if the Franchised Business is damaged or destroyed and cannot be repaired within 30 days, you must submit to us in writing the materials we require to consider your request, including information concerning the proposed new location for the Franchised Business You must also meet certain other requirements, such as being in compliance with the Franchise Agreement and the proposed location must be located within your Territory, and you must sign our then-current form of Franchise Agreement If we permit you to relocate, you will not pay a new initial franchise fee when you sign the new Franchise Agreement, but you will have to pay a relocation fee not exceeding $500 00

Except as expressly limited by the Franchise Agreement, we and our affiliates retain all rights with respect to PinPoint Local™ franchised businesses, the Marks, and any products and services anywhere in the world including the right (a) to produce, offer, and sell and to grant others the right to produce, offer, and sell the products and services offered at PinPoint Local™ franchised businesses and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside your Territory, and under any terms and conditions we deem appropriate, (b) to operate and to grant others the right to operate franchised businesses located outside or inside the Territory under any terms and conditions we deem appropriate and regardless of proximity to your Franchised Business

You may not sell our proprietary products and services and related products and services to customers and prospective customers who live outside of your Territory You may not engage in any promotional activities or sell the proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"), through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere, or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere outside of your Territory While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio,

PINPOINT LOCAL	88271494	Application pending

We do not have a federal registration of our principal trademarks Therefore, our trademarks do not have many legal benefits and rights as a federally-registered trademark If your right to use the trademarks are challenged, you may have to change to an alternative trademark which may increase your expenses

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition, or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above There are no agreements currently in effect which limit our right to use or to license others to use the Marks

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks You and your Controlling Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel, and your counsel involving any infringement, challenge, or claim We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge, or claim or otherwise relating to any of the Marks You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Controlling Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy we intend to defend the Marks vigorously

We may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin if we determine that an addition or substitution will benefit the System

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you We have and retain certain rights in the Marks including the following

1 To grant other licenses for the use of the Marks in addition to those licenses already granted to existing franchisees,

2 To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you, and

3 To engage, directly or indirectly, at wholesale, retail, or otherwise, in (a) the production, distribution, license, and sale of products and services, and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics we may develop for that purpose

Other than as described above, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

Provision	Section in Franchise Agreement	Summary
a Length of the term of the franchise	Section 3 1	Term continues for 3 years from the date of the Franchise Agreement unless terminated earlier
b Renewal or extension of the term	Section 3 2	Agreement may be renewed at your option for two additional 3-year terms
c Requirements for franchisee to renew or extend	Section 3 2 1 – 3 2 5	Renewal is automatic Within the last 90 days of the term of your Franchise Agreement, we will send you a bill for the renewal fee as well as any documents that you must sign for the renewal, which may include a renewal Franchise Agreement and a release (The release is subject to state laws) If you do not wish to renew your agreement, you must provide us with notice of this election no later than 60 days before your agreement expires If you do not pay the renewal fee and sign the documents we require, your agreement will not be renewed The new Franchise Agreement, ancillary agreements, and other binding agreements may contain materially different terms and conditions from the original contract The term "renewal" means to grant or obtain an extension of the franchise agreement
d Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law
e Termination by franchisor without cause	Not applicable	Not applicable
f Termination by franchisor with "cause"	Section 17 1 1	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination

Provision	Section in Franchise Agreement	Summary
k "Transfer" by franchisee – defined	Section 14 2 1	Includes sale, assignment, conveyance, pledge, mortgage, or other encumbrance of any interest in the Franchise Agreement, the Franchised Business, or you (if you are not a natural person)
l Franchisor approval of transfer by franchisee	Section 14 2 2	You must obtain our consent before transferring any interest We will not unreasonably withhold our consent
m Conditions for franchisor approval of transfer	Section 14 2 2	Conditions include You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release subject to state laws, and pay a transfer fee Transferee must meet our criteria, complete training, and sign current Franchise Agreement
n Franchisor's right of first refusal to acquire franchisee's business	Section 14 4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and Conditions
o Franchisor's option to purchase franchisee's business	Sections 18 11 and 14 4	Other than assets on termination, non-renewal, or right of first refusal, we have no right or obligation to purchase your business Our option to purchase the franchise business includes the real estate on which the business operates
p Death or disability of franchisee	Section 14 5	If you or a Controlling Principal are a natural person, on death or permanent disability, distributee must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or within six months after notice of permanent disability
q Non-competition covenants during the term of the franchise	Section 10 3 1	You are prohibited from operating or having an interest in a similar business Similarly, you are prohibited from diversity business to a competitor

r	Non-competition covenants after the franchise is terminated or expires	Section 10 3 2	You and your Controlling Principals are prohibited for two years from expiration or termination of the franchise from operating or having an interest in a similar business within 20 miles of any Franchised Business in the System Additionally, you are prohibited from diverting business to a competitor and prohibited from hiring employees of Franchisor or other franchisees
s	Modification of the agreement	Sections 10 1 5 and 19 2	Franchise Agreement may not be modified unless mutually agreed to in writing You must comply with Manual as amended

Provision	Section in Franchise Agreement	Summary
t Integration/merger clause	Section 19 2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law) ~~No~~ Any other representations or promises outside of the disclosure document and franchise agreement may not be enforceable ~~will be binding~~
u Dispute resolution by arbitration or mediation	Sections 19 7, 19 8, 19 9, 19 10, and 19 11	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated and arbitrated in Florida This provision is subject to state law.
v Choice of forum	Section 19 8	The venue for all proceedings related to or arising out of the Franchise Agreement is Florida, unless otherwise brought by us (see Disclosure Document Addendum and State Amendments to Agreements)
w Choice of Law	Section 19 8	The Franchise Agreement is to be interpreted, governed, and construed under Florida law (see Disclosure Document Addendum and State Amendments to Agreement)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise

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 the information is included in this 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 performance at a particular location or under particular circumstances

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ruaidhri Prendergast at PO Box 11222, Wilmington, NC 28404, by telephone at (910)-338-0811, or by email at info@pinpointlocal com

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Item 20 Table No 1
Systemwide Outlet Summary
For years 2016, 2017, 2018~~9~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total	2016	0	0	0
	2017	0	0	0
	2018	0	0	0

Item 20 Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016, 2017, 2018

State	Year	Number of Transfers
None	2016	0
	2017	0
	2018	0
Total	2016	0
	2017	0
	2018	0

Item 20 Table No 3

Status of Franchised Outlets
For years 2016, 2017, 2018

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Florida	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Item 20 Table No 4

Status of Company-Owned Outlets
For years 2016, 2017, 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

As described in Item 1, we do not own or operate any Franchised Businesses

Item 20 Table No 5
Projected Openings as of January 2, 2019

States	Franchise Agreements Signed But Franchise Business Not Open	Projected Franchised Business Openings	Projected Company-Owned Franchised Business Openings
California	0	25	0
Texas	0	23	0
New York	0	19	0
Florida	0	19	0
Massachusetts	0	17	0
Pennsylvania	0	14	0
Ohio	0	13	0
Illinois	0	11	0
Missouri	0	11	0
Washington	0	10	0
Colorado	0	10	0
New Jersey	0	9	0
Kansas	0	9	0
Minnesota	0	8	0
Georgia	0	6	0
Michigan	0	6	0
Wisconsin	0	5	0
Utah	0	4	0
Arizona	0	4	0
Oregon	0	4	0
North Carolina	0	3	0
Tennessee	0	3	0
Louisiana	0	2	0
Oklahoma	0	2	0
Indiana	0	1	0
Maryland	0	1	0
Nevada	0	1	0
Total	0	240	0

The name, city, state, and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit D to this disclosure document when applicable **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system**

~~Pinpoint Local, LLC~~

~~Development Stage Company~~

~~Financial Statements~~

~~For the period ended January 30, 2019~~

~~PINPOINT LOCAL, LLC~~

~~TABLE of CONTENTS~~

~~***Kevin Norton, P.A.***~~
~~***Certified Public Accounting***~~
~~***1451 W. Cypress Creek Road, Suite 300***~~
~~***Ft. Lauderdale, Florida 33309***~~
~~***(954) 822-1223***~~

~~January 30, 2019~~

~~Pinpoint Local, LLC~~

~~*Independent Auditor's Report*~~

~~*Report on the Financial Statements*~~
~~We have audited the accompanying financial statements of Pinpoint Local, LLC (A Development Stage Company) which comprise the balance sheet as of January 30, 2019 and the related statements of income, comprehensive income, changes in members' equity and cash flows for the period then ended, and the related notes to the financial statements~~

-

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

~~*Auditor's Responsibility*~~
~~Our responsibility is to express an opinion on these financial statements based on our audit We conducted our audit in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement~~

~~An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control Accordingly, we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements~~

~~We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion~~

~~*Opinion*~~

~~In our opinion, the financial statements referred to above, present fairly, in all material respects, the consolidated financial position of Pinpoint Local, LLC as of January 30, 2019 and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America~~

~~Respectfully submitted,~~

~~Kevin J Norton~~

~~Kevin Norton, C P A~~

~~PINPOINT LOCAL, LLC~~

~~BALANCE SHEET~~
~~AT JANUARY 30, 2019~~

~~ASSETS~~

~~CURRENT ASSETS:~~	
~~Cash~~	~~$ 1,000~~
~~Receivables~~	~~-~~
~~Total Current Assets~~	~~1,000~~
~~FIXED ASSETS~~	
~~Fixed Assets - Net~~	~~-~~
~~Fixed Assets - Net~~	~~-~~
~~OTHER ASSETS~~	
~~Intangible Assets - Trademark~~	~~1,040~~
~~Total Assets~~	~~$ 2,040~~
~~LIABILITIES~~	
~~Account payables~~	~~$ -~~
~~Accrued expenses~~	~~-~~
~~Total Liabilities~~	~~-~~
~~MEMBERS EQUITY:~~	
~~Capital~~	~~2,040~~
~~Retained Earnings~~	~~-~~
~~Members Equity~~	~~$ 2,040~~
~~Total Liabilities and Members Equity~~	~~$ 2,040~~

~~See accompanying auditors report~~
~~Notes are an integral part of these financial statements~~

~~PINPOINT LOCAL, LLC~~

~~STATEMENT OF OPERATIONS & EQUITY~~

~~For The Period Ended January 30, 2019~~

~~REVENUE:~~	
~~Revenue~~	~~$~~
~~Total Revenues~~	~~$~~
~~Cost of Sales~~	~~$~~
~~Gross Profit~~	~~$~~
~~EXPENSES:~~	
~~Professional Fees~~	~~$ 3,500~~
~~Computer Expenses~~	~~2,599~~
~~Total Expenses~~	~~$ 6,099~~
~~Net Income (Loss) from operations~~	~~($ 6,099)~~
~~Income Tax~~	
~~Net Income (Loss)~~	~~($ 6,099)~~
~~MEMBERS EQUITY:~~	
~~Members Equity - beginning~~	~~$~~
~~Net Income (Loss)~~	~~($ 6,099)~~
~~Distributions~~	
~~Members Equity - ending~~	~~($ 6,099)~~

~~See accompanying auditors report~~
~~Notes are an integral part of these financial statements.~~

~~PINPOINT LOCAL, LLC~~

~~STATEMENT OF CASH FLOWS~~

~~For The Period Ended January 30, 2019~~

~~CASH FLOWS FROM OPERATING ACTIVITIES~~	
~~Net Income (Loss)~~	~~($ 6,099)~~
~~Depreciation and amortization~~	
~~(Increase) decrease in Current Assets~~	
~~(Increase (decrease)~~	
~~Cash Received (Used) from Operations~~	~~($ 6,099)~~
~~CASH FLOW FROM INVESTING ACTIVITIES~~	
~~Fixed Asset Purchase~~	
~~Intangible / Organization costs~~	~~(1,040)~~
~~Cash Received (Used) from Investing~~	~~(1,040)~~
~~CASH FLOW FROM FINANCING ACTIVITIES~~	
~~Capital~~	~~1,000~~
~~Miscellaneous~~	
~~Cash Received (Used) from Financing~~	~~1,000~~
~~INCREASE IN CASH~~	~~$ 6,139~~
~~Cash beginning~~	~~$ 7,139~~
~~CASH ending~~	~~$ 1,000~~

~~See accompanying auditors report~~
~~Notes are an integral part of these financial statements.~~

~~**PINPOINT LOCAL, LLC**~~
~~Notes to Financial Statements dated January 30, 2019~~
~~For the period then ended from commencement~~

~~**Note 1 – Summary of Significant Accounting Policies**~~

~~**Nature of Business.**~~

~~Pinpoint Local, LLC is engaged in the sales of franchises of internet services~~

~~The Company was originally organized in the state of Delaware in 2019~~

~~**Basis of Presentation .**~~
~~The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles The company is designated as a development stage company as it is devoting substantially all of its efforts to establishing a new business~~

~~**Use of Estimates .**~~

~~The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets and liabilities Actual results could differ from those estimates, and such estimates could be material~~

~~**Revenue Recognition**~~

~~The Company recognizes revenue from various sources of revenue including service fees, contracts, franchise fees and royalties Revenues from such sources are recognized as earned upon the completion work performed~~

~~**Cash .**~~

~~The company maintains its cash balances at one bank~~
~~The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to \$250,000~~

~~**Note 2 – Loans Payable – Officers**~~

~~Any loans payable to the officers of the company are unsecured, and are due on demand, and non interest bearing~~

~~**Note 3 – Provision for Federal Income Tax**~~

~~The company has elected under the Internal Revenue Service Code to be considered as a pass through entity as an LLC In lieu of this election, all profits are not taxed but passed through to members to be taxed on their personal returns~~

~~**PINPOINT LOCAL, LLC**~~
~~Notes to Financial Statements dated January 30, 2019~~
~~For the period then ended from commencement~~

~~**Note 4 – Subsequent Events**~~

~~The company has no material subsequent events to disclose at the time of this report~~

~~**Note 5 – Concentration**~~

~~The Company had no significant concentration during the fiscal year that represented any material impact~~

~~**Note 6 – Related Party Transactions:**~~

~~During the fiscal year the Company had no material dealings with any related party~~

~~**Note 7 – Commitments and Contingencies:**~~

~~The Company has no material commitments or legal or financial contingencies to note~~

~~See accompanying Auditor's Report~~

Pinpoint Local, LLC

Development Stage Company
Financial Statements
For the period ended January 30, 2019

PINPOINT LOCAL, LLC

TABLE of CONTENTS

Kevin Norton, P.A.
Certified Public Accounting
1451 W. Cypress Creek Road, Suite 300
Ft. Lauderdale, Florida 33309
(954) 822-1223

January 30, 2019

Pinpoint Local, LLC

Independent Auditor's Report

Report on the Financial Statements

We have audited the accompanying financial statements of Pinpoint Local, LLC (A Development Stage Company) which comprise the balance sheet as of January 30, 2019 and the related statements of income, comprehensive income, changes in members' equity and cash flows for the period then ended, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit We conducted our audit in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control Accordingly, we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

Opinion

In our opinion, the financial statements referred to above, present fairly, in all material respects, the consolidated financial position of Pinpoint Local, LLC as of January 30, 2019 and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America

Respectfully submitted,

Kevin J Norton

Kevin Norton, C P A

PINPOINT LOCAL, LLC

BALANCE SHEET
AT JANUARY 30, 2019

ASSETS

CURRENT ASSETS

Cash	**$ 1,000**
Receivables	**-**
Total Current Assets	**1,000**

FIXED ASSETS

Fixed Assets – Net	**-**
Fixed Assets – Net	**-**

OTHER ASSETS

Intangible Assets – Trademark	**1,040**
Total Assets	**$ 2,040**

LIABILITIES

Account payables	**$ -**
Accrued expenses	**-**

Total Liabilities		-

MEMBERS EQUITY:

Capital		8,139
Retained Earnings		(6,099)
Members Equity	$	2,040
Total Liabilities and Members Equity	$	2,040

See accompanying auditors report
Notes are an integral part of these financial statements.

PINPOINT LOCAL, LLC

STATEMENT OF OPERATIONS & EQUITY

For The Period Ended January 30, 2019

REVENUE:

Revenue	$	-
Total Revenues	$	-
Cost of Sales	$	-
Gross Profit	$	-

EXPENSES:

Professional Fees	$	3,500
Computer Expenses		2,599
Total Expenses	$	6,099
Net Income (Loss) from operations	($	6,099)
Income Tax		-

Net Income (Loss)	**($ 6,099)**

MEMBERS EQUITY

Members Equity - beginning	**$ 8,139**
Net Income (Loss)	**($ 6,099)**
Distributions	**-**
Members Equity – ending	**$ 2,040**

See accompanying auditors report.
Notes are an integral part of these financial statements.

PINPOINT LOCAL, LLC

STATEMENT OF CASH FLOWS

For The Period Ended January 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	**($ 6,099)**
Depreciation and amortization	**-**
(Increase) decrease in Current Assets	**-**
(Increase (decrease)	**-**
Cash Received (Used) from Operations	**($ 6,099)**
CASH FLOW FROM INVESTING ACTIVITIES	
Fixed Asset Purchase	**-**
Intangible / Organization costs	**(1,040)**
Cash Received (Used) from Investing	**(1,040)**

CASH FLOW FROM FINANCING ACTIVITIES	
Capital	**8,139**
Miscellaneous	**-**
Cash Received (Used) from Financing	**8,139**

INCREASE IN CASH	**$ 1,000**
Cash – beginning	**$ 0**
CASH – ending	**$ 1,000**

See accompanying auditors report
Notes are an integral part of these financial statements

PINPOINT LOCAL, LLC
Notes to Financial Statements dated January 30, 2019
For the period then ended from commencement

Note 1 – Summary of Significant Accounting Policies

Nature of Business .

Pinpoint Local, LLC is engaged in the sales of franchises of internet services

The Company was originally organized in the state of Delaware in 2019

Basis of Presentation .

The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles The company is designated as a development stage company as it is devoting substantially all of its efforts to establishing a new business

Use of Estimates

The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets and liabilities Actual results could differ from those estimates, and such estimates could be material

Revenue Recognition.

The Company recognizes revenue from various sources of revenue including service fees, contracts, franchise fees and royalties Revenues from such sources are recognized as earned upon the completion work performed

Cash.

The company maintains its cash balances at one bank
The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to $250,000

Note 2 – Loans Payable – Officers

Any loans payable to the officers of the company are unsecured, and are due on demand, and non interest bearing

Note 3 – Provision for Federal Income Tax

The company has elected under the Internal Revenue Service Code to be considered as a pass through entity as an LLC In lieu of this election, all profits are not taxed but passed through to members to be taxed on their personal returns

Note 4 – Subsequent Events

The company has no material subsequent events to disclose at the time of this report

Note 5 - Concentration

The Company had no significant concentration during the fiscal year that represented any material impact

Note 6 - Related Party Transactions.

During the fiscal year the Company had no material dealings with any related party

Note 7 – Commitments and Contingencies.

The Company has no material commitments or legal or financial contingencies to note

See accompanying Auditor's Report

ATTACHMENT "H" TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, PINPOINT LOCAL, LLC (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a PinPoint Local™ Business (the "Franchised Business") The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("Broker") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate, or misleading The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises, or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor

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

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor The questions below do not apply to any communications that you had with the transferring Franchisee Please review each of the following questions and statements carefully and provide honest and complete responses to each

1 Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2 I had my first face-to-face meeting with a Franchisor representative on _______________, 20___, or, if left incomplete, there was no face-to-face meeting

3 Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4 Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary)

____
____
____
____
____

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism,

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or

(iv) owned or controlled by terrorists or sponsors of terrorism

You further covenant that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure

Acknowledged this _____day of ________________, 20____

Sign here if you are taking the franchise as an INDIVIDUAL	Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP
______________________________ Signature	______________________________ Print Name of Legal Entity
Print Name______________________	By ______________________________ Signature
______________________________ Signature	Print Name______________________
Print Name______________________	Title______________________
______________________________ Signature	
Print Name______________________	
______________________________ Signature	
Print Name______________________	

EXHIBIT "G" TO THE DISCLOSURE DOCUMENT

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses, and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process We may not yet be registered to sell franchises in any or all of these states

CALIFORNIA Department of ~~Corporations~~Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 71 Stevenson Street, Suite 2100 San Francisco, CA 94105 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent Banking Commissioner
HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P O Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280~~500~~ St Paul, Minnesota 55101-2198 (651) ~~296-6328~~539-1600 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) New York State Department of Law ~~Bureau of~~ Investor Protection Bureau ~~and Securities~~ ~~120 Broadway~~28 Liberty Street, ~~23rd~~21st Floor New York, New York ~~10271~~ 10005 (212) 416-~~8211~~8236 (for service of process) ~~Secretary of State of New York~~New York Department of Law One Commerce Plaza ~~41 State Street~~99 Washington Avenue, 6th Floor Albany, New York 12231- ~~(518) 474-4750~~	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712

OREGON	RHODE ISLAND
Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Securities Division Department of Business Regulation, Bldg 69, First Floor John O Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA	**VIRGINIA**
~~Division of Securities~~ ~~Department of Revenue & Regulation~~ ~~445 East Capitol Avenue~~ ~~Pierre, South Dakota 57501 (605) 773-4823~~ Division of Insurance Securities Regulations 124 S Euclid Suite 104 Pierre, SD 57501 (605) 773-3563	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P O Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S W Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 345 W Washington Ave , 4th Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 345 W Washington Ave , 4th Floor Madison, Wisconsin 53703

5 In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Florida

6 **Maryland Only** 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

6 This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above

Witness	RELEASOR
______________________	______________________ (Name)
Witness	PINPOINT LOCAL™ LLC
______________________	By ______________________ Name Title ______________________

CALIFORNIA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations In consideration of the execution of the Franchise Agreement (the "**Agreement**"), Franchisor and Franchisee agree to amend the Agreement as follows

1 The Deferral of Initial Franchise Fees Item 5 of the Franchise Disclosure Document and Section 4 1of the Franchise Agreement are amended as follows Franchisor will defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business

~~1~~2 **Covenant Not To Compete** Section 6 2 10 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise This provision may not be enforceable under California law "

~~2~~3 **Liquidated Damages.** Section 18 16 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement contains a liquidated damages clause Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable "

~~3~~4 **Governing Laws.** Section 19 8 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement requires application of the laws of Pinellas County, Florida This provision may not be enforceable under California law "

~~4~~5 **Construction** In all other respects, the Franchise Agreement will be construed and enforced with its terms

FRANCHISOR

PINPOINT LOCAL™ LLC

By______________________________
Its______________________________

FRANCHISEE

____
[Name of Corporate Franchisee]

By______________________________
Its______________________________

or

By______________________________

and

By______________________________

ILLINOIS ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the state of ~~Hawaii~~ Illinois and is intended to comply with ~~Hawaii~~ Illinois statutes and regulations

Illinois law shall govern the Franchise Agreement(s)

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

In conformance with Section 15 of the Illinois Franchise Disclosure Act, and section 200 500 of the Illinois Administrative Rules, and due to members' equity being below $100,000, Franchisor elects to defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business

Sections 4 and 41 and Rule 609 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law The Franchise Disclosure Document and Franchise Agreement are amended accordingly

The governing law or choice of law clause described in the Franchise Disclosure Document and contained in the Franchise Agreement may not be enforceable under Illinois law This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void " The Franchise Agreement is amended accordingly

Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us Item 23 of the Franchise Disclosure Document is amended accordingly, to the extent required by Illinois law

Item 17 v, Choice of Forum, of the Franchise Disclosure Document is revised to include the following "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act"

Item 17 w, Choice of Law, of the Franchise Disclosure Document is revised to include the following "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act"

The termination and non-renewal provisions in the Franchise Agreement and Franchise Disclosure Document may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act

ADDENDUM TO FRANCHISE AGREEMENT FOR USE IN ILLINOIS

This Addendum relates to franchises sold in Illinois and is intended to comply with California statutes and regulations

1 **Precedence and Defined Terms** This Addendum is an integral part of, and is incorporated into, the Agreement Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement

2 **Construction** Add Section H to Section 20 of the Agreement to read as follows "Any condition, stipulation, or provision contained in the Agreement purporting to waive compliance with any provision of the Illinois Act or any other Illinois law is void "

3 ~~3~~ **Receipt of Documents** Franchisee acknowledges that it received a copy of this Agreement at least five (5) business days before the date on which this Agreement was executed Franchisee further acknowledges that he/she has received a disclosure document at least fourteen (14) days before the date on which this Agreement was executed

~~3~~4 **The Deferral of Initial Franchise Fees** Item 5 of the Franchise Disclosure Document and Section 4 1of the Franchise Agreement are amended as follows Franchisor will defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business (section 200 508 of the Rules) The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition

Intending to be bound, the parties sign and deliver this Addendum in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

MARYLAND ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations In consideration of the execution of the Franchise Agreement (the "**Agreement**"), Franchisor and Franchisee agree to amend the Agreement as follows

1 **Compliance with Maryland Law**

(a) All applicable sections of the Agreement are amended to provide that any representations of Franchisee respecting any release, estoppel or waiver of liability as a condition to the purchase of a franchise will not act as a release, estoppel or waiver of any Franchisor liability incurred under the Maryland Franchise Registration and Disclosure Law

(b) Any limitation on the period of time arbitration claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law

2 **Construction** In all other respects, the Agreement will be construed and enforced with its terms

3 **The Deferral of Initial Franchise Fees** Section 4 1 of the Franchise Agreement is amended as follows Franchisor will defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business

~~2~~4

Intending to be bound, the parties sign and deliver this Addendum in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"FRANCHISOR"	"FRANCHISEE"
PINPOINT LOCAL™ LLC	If "Franchisee" is a corporation, limited liability company or partnership
	____________________ (Print Name)
By____________________	By____________________
Its____________________	Its____________________
	If "Franchisee" is one or more individuals,
____________________	____________________ (Print Individual Name)
____________________	

MINNESOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the state of Minnesota and is intended to comply with Minnesota statutes and regulations

Minn Stat §80C 21 and Minn Rule 2860 4400J prohibit us from requiring litigation to be conducted outside Minnesota In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn Stat §80C 214, Subds 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days notice of termination (with 60 days to cure) and 180 days notice of nonrenewal of the franchise agreement

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, to the extent required by Minn Stat §80C 12, Subd 1(g)

To the extent governed by Minn Rule 2860 4400J, you shall not be deemed to have waived any rights under Minnesota law You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief

Minn Rule 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

Any limitations of claims must comply with Minnesota Statutes, Section 80C 17, Subd 5

ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations

1 **Terminations & Renewal.** Sections 3 2 and 17 of the Franchise Agreement are amended as follows according to Minn Stat §80C 214, Subds 3, 4, and 5 Except in certain specified cases, We will give you 90 days notice of termination (with 60 days to cure) and 180 days notice of nonrenewal of the franchise agreement "

2 **Governing Laws** Section 19 8 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement requires application of the laws of Pinellas County, Florida This provision may not be enforceable under Minnesota law "

3 **Construction** In all other respects, the Franchise Agreement will be construed and enforced with its terms

~~3~~4 The Deferral of Initial Franchise Fees Item 5 of the Franchise Disclosure Document and Section 4 1of the Franchise Agreement are amended as follows Franchisor will defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business

Intending to be bound, the parties sign and deliver this Addendum in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"FRANCHISOR"

PINPOINT LOCAL™ LLC

By____________________________
Its____________________________

____

"FRANCHISEE"

If "Franchisee" is a corporation, limited liability company or partnership

____
(Print Name)

By____________________________
Its____________________________

If "Franchisee" is one or more individuals,

____
(Print Individual Name)

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in North Dakota and is intended to comply with North Dakota statutes and regulations In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows

1 **General Release** Section 3 2 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement requires franchisee to sign a general release upon renewal of the Franchise Agreement This provision is not enforceable under North Dakota law"

2 **The Deferral of Initial Franchise Fees** Item 5 of the Franchise Disclosure Document and Section 4 1 of the Franchise Agreement are amended as follows Franchisor will defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business

3 **Covenant Not To Compete** Section 6 2 10 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise This provision may not be enforceable under North Dakota law "

~~1~~4 **Enforcement Action** Section 18 6 of the Franchise Agreement is amended to read that "The Franchise Agreement requires the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

5 **Liquidated Damages** Section 18 16 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement contains a liquidated damages clause This provision may not be enforceable under North Dakota law "

~~2~~6 **Alternative Dispute Resolution.** Section 19 7 of the Franchise Agreement is amended to read that "The Franchise Agreement provides that the site of arbitration or mediation be agreeable to all parties and may not be remote from the franchisee's place of business- "

7 **Governing Laws** Sections 19 8 and 19 9 of the Franchise Agreement ~~is~~ are amended by the addition of the following sentence "The Franchise Agreement requires application of the laws of Pinellas County, Florida This provision ~~may~~ is not ~~be~~ enforceable under North Dakota law "

~~3~~8 Section 19 11 of the Franchise Agreement is amended by the addition of the following sentence "The Franchise Agreement contains requires the franchisee to consent to a waiver of exemplary and punitive damages This provision is not be enforceable under North Dakota law "

~~4~~9 **Construction** In all other respects, the Franchise Agreement will be construed and enforced with its terms

Intending to be bound, the parties sign and deliver this Addendum in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"FRANCHISOR"

PINPOINT LOCAL™ LLC

By________________________________
Its________________________________

"FRANCHISEE"

If "Franchisee" is a corporation, limited liability company or partnership

____
(Print Name)

By________________________________
Its________________________________

If "Franchisee" is one or more individuals,

____

____
(Print Individual Name)

____

____
(Print Individual Name)

NEW YORK ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

1 The following information is added to the cover page of the Franchise Disclosure Document

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005 THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT

2 The following is added at the end of Item 3 Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark

A No such party has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

B No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

C No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

D No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

3 The following is added to the end of Item 4 Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership

4 The following is added to the end of Item 5 The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687 4 and 687 5 be satisfied

6 The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee" You may terminate the agreement on any grounds available by law

7 The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor" However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement

8 The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law" The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

~~This Addendum relates to franchises sold in the state of New York and is intended to comply with New York statutes and regulations~~

~~Item 3 Item 3 of the disclosure document is amended by the addition of the following~~

~~Except as disclosed in Item 3 neither PINPOINT LOCAL LLC, our predecessor, or any person identified in Item 2~~

~~A Has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, anti-trust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations or any pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the Franchise system or its business of operations~~

~~B Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within a ten (10) year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, anti-trust, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations~~

~~C Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, anti-trust, trade regulation or trade practices law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities associations or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business~~

~~activity as a result of an action brought by a public agency or department, including, without limitation, actions effecting a license as a real estate broker or sales agent~~

~~2 Item 4 Item 4 of the disclosure document is amended by the addition of the following~~

~~Neither we, nor any officers identified in Item 2 of this disclosure document has, during the 10-year period preceding the date of this disclosure document (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within one year after the officer of franchisor held this position in the company~~

~~Item 17(c) Item 17(c) of the disclosure document is amended to provide that all rights arising in your favor from the provisions of Article 33 of the Gen Bus Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this proviso that the non-waiver provisions of Gen Bus Law sections 687 4 and 687 5 be satisfied~~

~~Item 17(d) Item 17(d) of the disclosure document is amended to provide that You may terminate the agreement on any grounds available by New York law~~

~~Item 17(j) Item 17(j) of the disclosure document is amended to provide that no assignment will be made by us, except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement~~

~~Item 17(w) Item 17(w) of the disclosure document is amended to provide that contractual choice of law provisions that designate law other than New York law may not be enforceable to the extent that the rights of the franchisee or franchisor under New York franchise law are limited~~

~~NEW YORK ADDENDUM TO~~

~~FRANCHISE DISCLOSURE DOCUMENT~~

~~The franchisor represents that this prospectus does not knowingly omit any material fact or contain any untrue statement of material fact~~

SOUTH DAKOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the state of South Dakota and is intended to comply with South Dakota statutes and regulations

Items 5 of the disclosure document is amended as follows

> We will defer payment of the initial franchise fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the franchise agreement

SOUTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in South Dakota and is intended to comply with South Dakota statutes and regulations In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows

1 **Initial Franchise Fee** Section 4 1 of the Franchise Agreement amended to provide that the Initial Fee will be due and payable when Franchisor has completed all of its pre-opening obligations to Franchisee and Franchisee has received Franchisor's approval to commence operating the Business

2 **Construction** In all other respects, the Franchise Agreement will be construed and enforced with its terms

FRANCHISOR

PINPOINT LOCAL™ LLC

By ______________________________
Its ______________________________

FRANCHISEE

____
[Name of Corporate Franchisee]

By ______________________________
Its ______________________________

or

By ______________________________

and

By ______________________________

WASHINGTON ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the state of Washington and is intended to comply with Washington statutes and regulations

If any of the provisions in the Franchise Disclosure Document or franchise agreement are inconsistent with the relationship provisions of RCW 19 100 180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and franchise agreement with regard to any franchise sold in Washington

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

The state law addendum, above, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement

Items 5 and 21 of the disclosure document are amended as follows

We will defer payment of the initial franchise fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the franchise agreement

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows

1 **Arbitration, Venue** Section 19 7 3 of the Franchise Agreement is amended by replacing the sentence referencing venue as Florida in such Section with the following sentence "Such arbitration proceeding involving a franchise purchased in Washington will either take place at a Washington-based office of the American Arbitration Association or at a place mutually agreed upon at the time of arbitration, or as determined by the arbitrator "

3 **Other Modifications** The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise There also may be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise

A In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW, will prevail

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

C Transfer fees are collectible to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer

3 ~~4~~ **Construction** In all other respects, the Franchise Agreement will be construed and enforced with its terms

4 **The Deferral of Initial Franchise Fees** Section 4 1 of the Franchise Agreement is amended as follows Franchisor will defer payment of Initial Franchise Fees until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business

5 Section 14 5 4 of the Franchise Agreement is amended by adding the following sentence "Franchisor acts involving gross negligence or willful misconduct are excluded "

6 Section 19 23 of the Franchise Agreement is amended by adding the following sentence "Franchisor acts involving gross negligence or willful misconduct are excluded "

7 Section 19 24 of the Franchise Agreement is amended by adding the following sentence "Franchisor acts involving gross negligence or willful misconduct are excluded "

RECEIPT

(RETURN ONE COPY TO US)

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 PinPoint Local™ LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale Maryland, New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan, Oregon, Washington, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If PinPoint Local™ LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit H

The franchisor is PinPoint Local™ LLC, located at PO Box 11222, Wilmington, NC 28404 Its telephone number is (910)-338-0811

Issuance date ~~Month/day/year~~February 154, 219

The franchise seller for this offering is Steven Clayton 605 N Michigan Ave Suite 404, Chicago, IL 60611

PinPoint Local™ LLC authorizes the agents listed in Exhibit H to receive service of process for it

I have received a disclosure document dated ______________, 20_____ that included the following Exhibits

A – Financial Statements	E – Table of Contents of Operations Manual
B – Franchise Agreement	F– Franchisee Disclosure Acknowledgment
C – List of Franchisees	G – List of State Administrators/Agents for Service of Process
D – Franchisees Who Have Left the System	H – Form of General Release
I – State Specific Addenda and Riders	

Date ____________________ ______________________________

(Do not leave blank) Signature of Prospective

____

Print

You may return the signed receipt by signing, dating, and mailing it to PinPoint Local™ LLC PO Box 11222, Wilmington, NC 28404

RECEIPT

(RETURN ONE COPY TO US)

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 PinPoint Local™ LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale Maryland, New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan, Oregon, Washington, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If PinPoint Local™ LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit H

The franchisor is PinPoint Local™ LLC, located at PO Box 11222, Wilmington, NC 28404 Its telephone number is (910)-338-0811

Issuance date ~~Month/day/year~~February 154, 2019

The franchise seller for this offering is ______________________________

:

______________________________St

even Clayton, 605 N Michigan Ave , Suite 404, Chicago, IL 60611

PinPoint Local™ LLC authorizes the agents listed in Exhibit H to receive service of process for it

I have received a disclosure document dated ____________, 20____ that included the following Exhibits

A – Financial Statements	E – Table of Contents of Operations Manual
B – Franchise Agreement	F– Franchisee Disclosure Acknowledgment
C – List of Franchisees	G – List of State Administrators/Agents for Service of Process
D – Franchisees Who Have Left the System	H – Form of General Release
I – State Specific Addenda and Riders	

Date ____________________ ______________________________

(Do not leave blank) Signature of Prospective

____

Print

You may return the signed receipt by signing, dating, and mailing it to PinPoint Local™ LLC PO Box 11222, Wilmington, NC 28404