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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

FRANCHISE DISCLOSURE DOCUMENT

Equity One Franchisors, LLC
a Missouri limited liability company
15455 Conway Road, Suite 315
Chesterfield, MO 63017-6032
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As a franchisee you will operate a business specializing in the sale of various forms of insurance operating under the System and Marks

The total investment necessary to begin operations of a GlobalGreen franchise is between $38,000 and $74,000 This includes $11,000 that must be paid to the franchisor and/or its affiliate

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read this disclosure document and all accompanying agreements carefully You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no governmental agency has verified the information contained in this document**

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Charles Donaldson, Equity One Franchisors, LLC, 15455 Conway Road, Suite 315, Chesterfield, MO 63107-6032 (636) 536-5005

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 accountant

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as *A Consumer s Guide to Buying a Franchise* which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580 You can also visit the FTC's home page at www ftc gov for additional information 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 March 27, 2017

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 H 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 LITIGATION IN MISSOURI OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MISSOURI THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT STATES THAT MISSOURI 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 YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTY MAKING YOUR SPOUSE INDEPENDENTLY LIABLE FOR THE FINANCIAL OBLIGATIONS UNDER THE AGREEMENT THE GUARANTY WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS

4 THE FRANCHISEE WILL NOT RECEIVE AN EXCLUSIVE TERRITORY AND MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT FRANCHISOR OWNS OR FROM OTHER CHANNELS OF DISTRIBTUION

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

EFFECTIVE DATES

California Effective Date	Pending
Hawaii Effective Date	Not registered
Illinois Effective Date	Pending
Indiana Effective Date	Pending
Maryland Effective Date	Pending
Michigan Effective Date	Pending
Minnesota Effective Date	Pending
New York Effective Date	Pending
North Dakota Effective Date	Not registered
Rhode Island Effective Date	Not registered
South Dakota Effective Date	Not registered
Utah Effective Date	Pending
Virginia Effective Date	Pending
Washington Effective Date	Pending
Wisconsin Effective Date	Not registered

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU

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

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

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

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

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

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

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

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor This subdivision does not prohibit a provision that grants a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c)

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provisions have been made for providing the required contractual services

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled At the option of the franchisor, a surety bond may be provided in place of escrow

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN FRANCHISE SECTION, G MENNEN WILLIAMS BUILDING, 1St FLOOR, LANSING, MICHIGAN 48933, (517) 373-7117

EQUITY ONE FRANCHISORS, LLC

FRANCHISE DISCLOSURE DOCUMENT

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EQUITY ONE FRANCHISORS, LLC

GlobalGreen Insurance Agency®

FRANCHISE DISCLOSURE DOCUMENT

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document "GLOBAL", "us" or "we" means Equity One Franchisors, LLC, the franchisor "You" or "your" means the person who buys the franchise If the franchise will be owned by a corporation or partnership or limited liability company, "you" or "your" also means the owners of the corporation or partners of the partnership or members and managers of the limited liability company and their spouses

GLOBAL is a Missouri limited liability company which was formed on May 16, 2007 We maintain our principal place of business at 15455 Conway Road, Suite 315, Chesterfield, Missouri 63017 We do not currently do business under any name other than Equity One Franchisors, LLC GLOBAL does not have any predecessors or any parent

Our affiliate, Equity One Insurance Agency, L L C ("Equity One") is a Missouri limited liability company organized on March 14, 2005 Its principal place of business is 4409 Meramec Bottom Road St Louis, Missouri Equity One owns and operates 2 Equity One Insurance Agency offices, which are the same type of business you will operate, and which will operate under the name "GlobalGreen Insurance Agency" Equity One and GLOBAL have entered into a Management Agreement which provides that Equity One may provide training, financial and accounting services, access to the Agency Software (defined in Item 11) and other services to our franchisees Equity One is a licensed Missouri insurance agency that sells insurance through its own offices Equity One will be the agent of record for all property and casualty insurance business and may be the agent for life and health insurance business As agent of record, Equity One will be supplying you access to certain Providers (as defined below)

You will do business under the fictitious or assumed name of "GlobalGreen Insurance Agency" or any other name that we decide to use in the future

GLOBAL'S agents for service of process are disclosed in Exhibit H

GLOBAL is in the business of selling franchises specializing in the sale of various forms of insurance (including property, casualty, life, health, dental, disability, long term care, supplemental benefits, and 401(k) insurance), operating under the System and Marks as described in the Franchise Agreement which is attached as Exhibit A ("Franchise Agreement") The "System" means a specially developed method of operating a business for agents who will specialize in the sale of various forms of insurance or other financial services under the Marks, using certain business formats, methods, procedures, designs, marketing and sales procedures, standards and specification which may be changed, improved, modified and further developed by GLOBAL from time to time "Marks" means such service marks, trademarks, trade dress, trade names and copyrights, and all configurations and derivations, as may presently exist, or which may be modified, changed, or acquired by GLOBAL, in connection with the operation of the business contemplated by this Agreement Marks include but are not limited to "GlobalGreen Insurance Agency" and "GlobalGreen Insurance Agency and design" Your franchised business is sometimes referred to in this franchise disclosure document as the "Agency" "GlobalGreen Insurance Agency(ies)" refers to any business operating under the Marks and System including those owned by us or our Affiliates and those which are licensed or franchised by us or our Affiliates By entering into a Franchise Agreement, you are only entitled to operate your Agency at one location

GLOBAL's Affiliates and the EBP Agent (as defined below) have and will enter into agreements with various Providers that permit GLOBAL, our Affiliates and franchisees to solicit, quote, offer and bind insurance policies and obtain orders for certain products and services ("Provider Agreements") "Providers" means various insurance companies that will underwrite policies for customers of GLOBAL, our Affiliates and/or our franchisees "Providers" also include various companies that provide or will provide financial or other services to customers of GLOBAL, our Affiliates and/or our franchisees Providers may be changed from time to time A current list of Providers is in Exhibit II of the Franchise Agreement "Employee Benefits Products" means group and individual health, life, dental, disability, long term care, supplemental benefits and 401(k) insurance The agent of record for Employee Benefits Products ("EBP Agent") will enable you to provide these types of insurance products to your customers GLOBAL has the right to use more than one EBP Agent and to change EBP Agents in its sole discretion The terms of the agreements with these EBP Agents may differ and change from time to time

We also offer an alternative program whereby we will grant an insurance agency ("Licensee") the right to use the Marks and System to operate a GlobalGreen insurance agency, but the Licensee will not pay a fee for the right to do so In addition to us not charging a fee, the terms and conditions contained in the Agency Agreement ("Agency Agreement") for the alternative program differ from the terms and conditions contained in the Franchise Agreement in various respects This licensing program is not being offered under this Franchise Disclosure Document

We may pay a referral fee to you or an unaffiliated third party who refers a prospect who purchases a GlobalGreen franchise These referring parties are not permitted to participate in any sales activity or promotional efforts in order to refer prospects The program may not be available in all states, and we have the right to discontinue the referral program at any time

The products and services offered by GlobalGreen Insurance Agencies are used primarily by the general public for personal and business use and are not limited to any specific submarket You will target customers who have a need for insurance and other related products You will be competing with other businesses and competitors, including independent and captive financial services agents, national and local insurance agencies, and other types of businesses offering financial services including insurance and franchisees and licensees of companies that franchise such products and services

Insurance services are primarily regulated by individual states, however, there may also be federal laws that affect some aspects of your business You must be licensed to sell insurance in your state, and you are subject to the laws, regulations and rules in operating a business in general Your Agency will also have to comply with certain federal laws, such as, the Gramm Leach Bliley Act ("GLB"), the Health Insurance Portability and Accountability Act ("HIPAA") and you must comply with all federal, state and local laws, codes and regulations, including, but not limited to those relating to confidential financial, health care and medical information You are responsible for knowing and complying with all laws and licensing requirements related to the operation of your Agency and it is likely that you will be required by city and/or state laws to obtain licenses to operate the Agency You must check all applicable governmental laws, regulations, and ordinances Your Agency may not be permitted to operate if you or any of your principal officers, partners, principals, owners, employees or producers is, or has been convicted of a federal or state felony crime involving dishonesty or breach of trust You or your Principal Owner must at all times maintain valid insurance licenses, resident, non-resident, and surplus lines, as applicable, and comply with any countersigning and commission sharing requirements imposed by GLOBAL or Providers, and must comply with commission sharing requirements when writing risks outside of the state in which your Agency is located

GLOBAL began offering franchises in October 2007 and Licenses in 2014 GLOBAL has not conducted a business of the type you will be operating and it does not engage in any types of business activities other than franchising GlobalGreen Insurance Agencies, providing services to its franchisees and granting and servicing Licensees At the end of 2016, we had 119 franchisees and 12 Licensees Our Affiliate, Equity One has been operating an insurance agency under the System since 2005 and currently operates 1 insurance agency office under the System and Marks which are the same type of business you will be operating Neither GLOBAL nor any of its affiliates have offered franchises in other lines of businesses None of our affiliates have sold any franchises similar to your Agency

ITEM 2 BUSINESS EXPERIENCE

Chairman **Raymond M Spears**

Since July 1, 2016, Mr Spears has been the Chairman of GLOBAL From July 1, 2015 through June 30, 2016, Mr Spears was the Chairman and CEO of GLOBAL From its inception in May 2007 through June, 2015, Mr Spears was the President and CEO of GLOBAL

President and CEO **Jeffrey L Wilson**

Since July 1, 2016, Mr Wilson has been the President and CEO of GLOBAL From July 1, 2015 through June 30, 2016, Mr Wilson was the President of GLOBAL From its inception in May 2007 through June 2015, Mr Wilson was the Executive Vice President Sales and Marketing of GLOBAL

Since March 2006, Mr Wilson has been the Chief Executive Officer of Equity One Insurance Agency, L L C

Executive Vice President Administration and Operations **Charles H Donaldson, Jr**

Since July 2007, Mr Donaldson, Jr has been Executive Vice President Administration and Operations of GLOBAL

ITEM 3 LITIGATION

Litigation Against Franchisees in the Last Fiscal Year

Equity One Franchisors LLC v First Option Insurance Agency LLC et al, No 15SL-CC00833 (St Louis County Cir Ct , 2015) – suit to terminate franchise agreement as a result of breach of the terms of the franchise agreement and failure to comply with system standards

Other than the above action, no litigation is required to be disclosed in this Item

ITEM 4 BANKRUPTCY

No bankruptcies are required to be disclosed in this Item

ITEM 5 INITIAL FEES

Initial Franchise Fee

You must pay GLOBAL an Initial Franchise Fee of $10,000 in a lump sum once you sign the Franchise Agreement In fiscal year 2016, we charged between $5,000-$10,000 for the Initial Franchise Fee If, after using your best efforts, you cannot obtain approval to become an agent from at least 4 of the Providers that underwrite insurance policies in the area where your Agency is located within 180 days from the date the Franchise Agreement is signed, GLOBAL has the right to terminate the Franchise Agreement and return to you 70% of the Initial Franchise Fee and GLOBAL shall retain 30% of the Initial Franchise Fee you paid for lost opportunities and expenses In no other event is any of the Initial Franchise Fee refundable We may, in our sole discretion, finance the Initial Franchise Fee If so, you will be required to pay GLOBAL a down payment of at least 50% of the Initial Franchise Fee when you sign the Franchise Agreement with the balance to be paid within 90 days after you sign the Franchise Agreement as provided in Item 10

Software License Fee

You will purchase a license in order to access and use the software ("Agency Software" as defined in the Franchise Agreement) and pay a license fee and the first month's SMA Fee to our Affiliates, Equity One The cost of these items is approximately $1,000 per user and is to be paid when you sign the Service Agreement (Exhibit B) which you sign simultaneously with signing the Franchise Agreement This is non-refundable in all instances

ITEM 6 OTHER FEES*

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fees Note 1	15% of the Revenues	Payable monthly by the 20th of the month	Royalty Fees will be deducted from Revenues we or our Affiliates collect on your behalf We may require you to use Electronic Funds Transfer
SMA Fees Note 2	$163 per month, however subject to increases	Payable monthly by the 20th of the month	SMA Fees will be deducted from Revenues we or our Affiliates collect on your behalf This is paid to Equity One under the Service Agreement for technical support, maintenance and access to the Agency Software and is subject to increases
"Chargebacks"	Payment of actual return of commissions or revenues charged to GLOBAL or its Affiliates on your behalf as a result of insufficient funds checks, policy premium reduction or policy cancellation, etc	Payable monthly by the 20th day of the month	The Chargeback will be deducted from the Revenues collected by GLOBAL and its Affiliates on your behalf

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Administration Fee	$175 per month, however subject to increases	Payable monthly by the 20th day of the month	May be increased but no more than $25 per month on an annual basis This fee will be deducted from Revenues we and our Affiliates collect on your behalf
Transfer Fee	75% of the then current Initial Franchise Fee	Prior to consummation of transfer	Payable when you sell your franchise
Renewal Fee	50% of the then current Initial Franchise Fee	At the time of renewal	Payable when you renew the franchise
CSR Fee	Reasonable fee Currently between $50-$100 per hour per representative but can change upon 30 days' notice	As incurred	This is an optional fee only if you want our affiliate, Equity One, to provide customer service representative support ("CSR") and Equity One is willing to do so
Additional Training Note 3	Fees and all expenses	Upon request or as we require	For additional training we may provide from time to time or for Optional Programs
On-Site Initial Training Note 3	$7,000 and all expenses of the trainers	Upon your request	At your option, we may provide the initial training program at your location
Additional Assistance Note 3	Fees and all expenses	Upon request or as we require	For additional assistance that you need or request
Audit Note 4	Cost of Audit	Upon demand	If we determine that the Revenues you reported are deficient by more than 2%
Interest on late payments Note 4	Lesser of 1 ½% per month or maximum legal rate	When we request	Payable on all overdue amounts
Costs and Attorney's Fees	Will vary under circumstances	As incurred	Due when you do not comply with the Franchise Agreement
Taxes Note 5	Actual costs	Upon demand	Due if certain taxes are levied or assessed on the fees you pay to us or our Affiliates
Orphan Account Note 6	Total of unclaimed amounts collected on your behalf	After 6 months	If you fail to properly input information into the Agency Software whereby our Affiliate cannot determine where to disburse the funds they collect

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Management Fee	All of the Revenue less expenses generated by the Agency while operated on your behalf	Upon demand	If you are unable, abandon or fail to actively operate the Agency, or fail to cure a breach within the applicable time period, we have a right (but not an obligation) to operate the Agency on your behalf and charge a reasonable fee

*All fees are imposed by and are payable to GLOBAL or its Affiliates All fees are non-refundable All fees are uniformly imposed

Note 1 **Royalty Fee** You are required to pay us a monthly Royalty Fee equal to 15% of the Revenues collected in the prior month For example, the monthly Royalty Fee due by September 20th is based on the Revenue from the month of August "Revenues" means the amount of commissions or fees from insurance services or from other activities of the Agency (including those derived from Optional Programs, if any) that GLOBAL and its Affiliates are paid on your behalf for products and services purchased by your customers, as well as any commissions or fees paid directly to you However, Revenues do not include any Bonus Amounts (defined in Item 8) you receive You understand that some or all of the Providers have the right to charge different commission rates or change the commission rates at any time in accordance with the terms of their Provider Agreements Revenues earned by FRANCHISEE on property and casualty insurance and certain life and health insurance shall be as determined by the Providers and paid by the Providers to GLOBAL or its Affiliates, as agent of record Revenues earned by FRANCHISEE on Employee Benefits Products shall be as determined by the Providers and generally be paid to the EBP Agent who will deduct the amount it is entitled to retain and pay the balance of such revenues to GLOBAL or its Affiliates The amount of revenues that the EBP Agent is entitled to retain will be determined in accordance with the agreement regarding same between GLOBAL or its Affiliates and EBP Agent and will be more fully described in the Manual and is subject to change from time to time

Your commission rate with the EBP Agent is different than your commission rate with GLOBAL and its Affiliates

By the 20th day of each month, GLOBAL and its Affiliates shall deduct from the Revenues GLOBAL and its Affiliates collect from the Providers and the EBP Agent on behalf of FRANCHISEE the Royalty Fee, Advertising Fee, Administration Fee, SMA Fee, and any other amounts owed by you to us and our Affiliates At such time, GLOBAL or its Affiliates shall also provide you with a statement of accounting regarding the Revenues You shall provide GLOBAL or its Affiliates on or before the 5th day of the month a report of any amounts that you collected directly from the Providers from the previous month If the Revenues collected by GLOBAL or its Affiliates are not sufficient to cover the monthly Royalty Fee, Advertising Fee, Administration Fee, SMA Fee and other amounts owed to GLOBAL or its Affiliates, GLOBAL or its Affiliates will notify you in writing by the 15th day of said month, and you must pay the deficiency to GLOBAL or its Affiliates by the 20th day of the month

So long as you are in full compliance with the terms of the Franchise Agreement, if you achieve Revenues in excess of $1,000,000 00 in any calendar year, the Royalty Fees for each month of the immediately following calendar year will be 12% of Revenues instead of 15% of Revenues If the Revenues in any subsequent calendar year do not exceed $1,000,000 00 the Royalty Fees for each month of the following calendar year will return to 15% of Revenues instead of 12% This is not intended to

imply that you will be able to achieve any level of Revenues

Note 2 **SMA Fees** The SMA Fees will be deducted from Revenues we or our Affiliates collect for you Only one user can use the Agency Software at a time If you have 3 employees who will want to use the Agency Software at the same time, you would have to purchase 3 licenses The SMA Fee for one license is $163 per month and for 3 employees the total will be $489 per month

Note 3 **Training and Assistance Fees** We will provide an initial training program at no cost to you in the St Louis County metropolitan area, as described in Item 11, however, you are responsible for wages, travel, and living expenses for you and your employees If you choose to have the initial training program conducted at your location, and if we (in our sole discretion) are willing to conduct the program at your location, you will be required to pay us an additional fee of $7,000 plus the travel, meals, and lodging expenses of our trainers If you want any additional training beyond this initial training program, you must pay us $1,000 per day or partial day per trainer and all travel, meals, and lodging expenses of the trainers We reserve the right to charge you a reasonable amount for any training we provide to you or your managers or employees after the opening of the Agency We will make available continuing advisory assistance in a manner as we deem appropriate, and we can charge a reasonable fee for it These fees will be based on the time spent by GLOBAL and its employees, agents, etc in providing these services Currently we anticipate charging between $50 - $100 per hours plus expenses In addition, you will also be responsible for any travel, meal, incidental, and lodging expenses incurred by persons conducting the training programs or providing any services at your Agency

Note 4 **Interest and Audit Fees** You must pay us interest on any amounts due to us or our Affiliates, including for Royalty Fees, Advertising Fees, Administration Fees, CSR Fees, and SMA Fees Interest will be in the amount of the lesser of 1½ % per month or the maximum legal rate in the jurisdiction where your Agency is located In addition, if the amount of Revenues you report for any calendar year is less than 98% of the actual Revenues for that period, you must reimburse us for all costs of the investigation or audit that uncovered the under-reported sales, including salaries, professional fees, travel, meals, and lodging In any event, you must pay any deficiency

Note 5 **Taxes** You are required to indemnify and/or reimburse us and our Affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the operation of your Agency or the license of any of our or our Affiliates' intangible property to you (whether required to be paid by us or our Affiliates, withheld by you or otherwise) Your obligation to indemnify or reimburse us or our Affiliates for these taxes does not extend to income-type taxes which a state or local government imposes on us or our Affiliates' income

Note 6 **Orphan Account** If you fail to input information or incorrectly input information in the Agency Software and our Affiliate does not have adequate information in which to determine where to disburse the Commissions, the amount of these funds is placed in the Orphan Account Each month our Affiliate will send you a list of the transactions generating the funds in the Orphan Account so you can, if necessary, input or correct the information you have put into the Agency Software and redeem your unclaimed amounts After 6 months, any amount which remains unclaimed in the Orphan Account, is forfeited to our Affiliate to compensate them for the administrative burden of holding the unclaimed amounts and compiling and sending out the list of unclaimed transactions to our franchisees

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXENDITURE	AMOUNT (Low-High Range)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	$10,000	Lump Sum	Upon signing the Franchise Agreement	GLOBAL
Lease Deposit/Rent (Note 2)	$ 2,000 – $ 5,000	Lump Sum	Signing the Lease	Landlord
Equipment/ Furniture/Fixtures	$ 2,400 – $ 5,000	Lump Sum	Before Opening	Equipment suppliers
Signage	$ 900 – $ 9,500	Lump Sum	Before Opening	Vendor
Licenses, Dues, deposits, etc	$ 100 – $ 1,000	Lump Sum	Before Opening	Government Agencies and Organizations
Travel Expenses incurred to receive training	$ 1,000 – $ 4,000	Lump Sum	Before Opening	Airlines, hotels, etc
Computer hardware software, networking and communication equipment	$ 2,000 – $ 6,000	Lump Sum	Before Opening	Vendors and us or our Affiliates
Office Supplies	$ 100 – $ 500	Lump Sum	Before Opening	Us and/or approved suppliers
Professional Fees	$ 1,000 – $ 5,000	Lump Sum	Before Opening	Attorney, accountant
Insurance (Note 3)	$ 2,000 – $ 5,000	Lump Sum	Before Opening	Insurance agent
Additional Funds – 3 months of working capital (Note 4)	$15,000 – $20,000	As incurred	As incurred	Employees, suppliers, utilities, etc
Advertising – 3 months	$ 1,500 – $ 3,000	Lump Sum	60 days after opening	Advertising company
TOTAL (Note 5)	$38,000 – $74,000			

Note 1 **Initial Franchise Fee** The Initial Franchise Fee is currently $10,000

Note 2 **Real Estate and Lease Deposit** If you do not own or purchase real estate for the Agency location, you will need to lease space from a landlord A typical size Agency office is approximately 1000 square feet In most cases the landlord will require a security and/or rental deposit Usually, the landlord will require you to pay the equivalent of 1 or 2 month's rent Rental rates or deposits on an unknown location cannot be predicted in advance However, the deposit will most likely depend on the size and location of the Agency These costs will vary greatly depending on the

metropolitan area where the Agency will be located These estimates are based on locations in and around the St Louis Metropolitan area In most cases, we would expect franchisees to rent rather than purchase property

Note 3 **Insurance** This amount includes the business owner's policy ("BOP Policy") and errors and omissions insurance for your Agency ("E & O Program") that you will be required to purchase as well as the other insurance required in Section X H of the Franchise Agreement You must be underwritten and qualify to participate in the E & O Program This amount is for the entire cost of the insurance for a year, however, you may be able to pay it on a monthly basis

Note 4 **Additional Funds** This item estimates your initial startup expenses before operation and during the first three months of operation These expenses include rent, payroll costs, benefits, utilities, supplies, Motor Vehicle Registration records access fees, etc The Motor Vehicle Registration records access fees are charged by some carriers if certain policy issuance thresholds are not achieved, and charged back to the responsible franchisee These fees will vary depending on the state and are subject to change Currently the range of such fees is between $7 00 and $12 50 in Missouri and Illinois The figure for "Additional Funds" does not include Royalty Fees, Advertising Fees, Administration Fees, SMA Fees and does not include any expenses which are listed in the above chart or any owner's salaries or draws These figures are estimates, and you may have additional expenses in order to start the business Your costs will depend on numerous factors including how closely you follow GLOBAL's 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 sales level reached during the initial period

Note 5 **Total** Costs and expenses can vary depending on factors like local real estate values, cost of labor and supplies These figures were based on the experience of the 4 Equity One Insurance Agency offices owned by our Affiliate in the St Louis area since 2005 Expenses may differ in other parts of the country Except as described above, none of the fees listed in this Item are refundable Your financial condition and arrangements negotiated by and the business decisions made by you will also affect these costs There can therefore be no assurance that the experience of a particular franchisee will correspond with the information presented above You should review these figures carefully with a business advisor before making any decision to purchase the franchise

GLOBAL does not offer, either directly or indirectly, financing to you for any items other than explained in Item 10 The availability of financing will depend upon various factors like the availability of financing generally, your credit worthiness, other security that you may have, and the requirements of lending institutions concerning the type of business to be operated by you

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Approved Suppliers Other than Providers

We may require you to purchase certain products, services, computer software and hardware, supplies, and equipment and materials required for the operation of the Agency from manufacturers, suppliers, or distributors designated by GLOBAL, or from other suppliers GLOBAL approves who meet GLOBAL's specifications and are able to provide products and equipment in accordance with the standards as to quality, service, and who adequately demonstrate their ability to supply the franchise needs in a timely and reliable manner Approved suppliers may be designated by e-mail, written memoranda, bulletins, in the Manual, or other means, all of which can be modified from time to time

At the present time, none of our officers or members own an interest in any of our approved suppliers, except as follows Charles Donaldson, Raymond Spears, and Jeffrey Wilson also have an interest in Equity One, which may provide training, financial and accounting services, access to the Agency Software and other services to you In addition, Jeffrey Schneiderman has an ownership interest in Summit Benefit Group, Inc which is one of our EBPs However, our officers and members reserve the right to own interests in future approved suppliers

Providers as Approved Suppliers

You are not permitted to sell products or services that are not approved by GLOBAL, nor are you permitted to sell services or products from any Providers other than those approved by GLOBAL, in its sole and absolute discretion You understand that we and certain Providers with whom you may do business under the Franchise Agreement require background checks and/or credit checks prior to granting you authorization to sell their products and services and you consent to such checks You further understand and accept the risk that Providers may terminate their relationships with GLOBAL, its Affiliates or any EBP Agent, in which event you will be unable to do business with such Providers You understand that Providers may withhold an appointment, withdraw an appointment, and/or make a partial appointment for specific lines of insurance

You understand that although GLOBAL, its affiliates, and any EBP Agent will use reasonable efforts to obtain and maintain agreements with the various Providers, some or all of the Providers may terminate their agreements with GLOBAL, its affiliates or any EBP Agent at will or on short notice and that such terminations could adversely affect your Agency Likewise, the arrangement with GLOBAL or any EBP Agent may be terminated on short notice We also have the right, in our sole discretion, but subject to the requirements of any agreement we have with Providers, to terminate any agreement with any Provider If any agreement is terminated, we will notify you of such termination no less than 30 days prior to the termination becoming effective

In selecting Providers as approved suppliers, GLOBAL may consider a number of factors including the Provider's product lines, geographic regions in which the supplier transacts business, the needs of the products, the compensation programs offered by the Provider and the Provider's financial strength Typically the Providers sell policies that bill premiums directly to policyholders If GLOBAL would approve the use of a Provider that require the Agency to bill the policyholder directly, in some circumstances GLOBAL may require that the full premium payment be collected and deposited to GLOBAL's account before policy issuance GLOBAL, its Affiliate or the EBP Agent will negotiate all contracts with the Providers Although GLOBAL, its Affiliates or the EBP Agent endeavors to negotiate favorable terms with a Provider, GLOBAL cannot guarantee that it will obtain the most favorable terms offered by the Provider

GLOBAL and/or its Affiliates may receive revenue through additional cash payments made by Providers to GLOBAL, its Affiliates or the EBP Agent based on insurance sales activities made by GLOBAL, GLOBAL's Affiliates, you and GLOBAL's other franchisees ("Incentives") GLOBAL or its Affiliates shall be entitled to retain such Incentives except for the amount that GLOBAL elects to contribute to the "Bonus Program" for GLOBAL, its Affiliates, and franchisees Subject to the Bonus Program, GLOBAL has the right to use such amounts it receives without restriction for any purpose it deems appropriate (unless GLOBAL agrees otherwise with the Providers) The contribution from GLOBAL and its Affiliates into the Bonus Program will not exceed 50% of the cash Incentives GLOBAL or its Affiliates will pay you from the Bonus Program, your pro rata share of the amount in the Bonus Program ("Bonus Amount") based on a business written basis for the Provider paying such Incentive, by the 20th of the month following the month of collection of the Bonus Amount by GLOBAL or its Affiliates However, you may, at our sole discretion, be excluded from the bonus program should

your franchise perform at a level we deem detrimental as may be detailed in the Manual Your participation in and entitlement to benefits from the Bonus Program are contingent upon your compliance with the terms of this Agreement and your appointment or continued appointment with the Provider that is granting the Bonus Amount

Alternative Suppliers

If you want to use alternate suppliers for services, products, equipment, or materials other than those previously approved by us, you must obtain our consent We are not required to approve an inordinate number of suppliers of a given item which in our reasonable judgment would prevent our effective supervision of suppliers We reserve the right in our sole discretion to modify this policy, including, without limitation modifying the number and identity of authorized suppliers of the products Approved suppliers are selected at GLOBAL's discretion In selecting suppliers, GLOBAL may consider a number of factors including the supplier's product lines, geographic regions in which the supplier transacts business, the needs of the products, the compensation programs offered by suppliers and the suppliers' financial strength Typically our Providers sell policies through suppliers that bill premiums directly to policyholders If we would approve the use of a supplier that issues agency bill policies, in some circumstances we may require that the full premium payment must be collected and deposited to our account before policy issuance GLOBAL will negotiate contracts with the approved suppliers Although GLOBAL endeavors to negotiate favorable terms with approved suppliers, GLOBAL cannot guarantee that it will obtain the most favorable terms offered by the supplier We do not charge a fee for supplier approval Typically, we should provide to you notification of approval or disapproval within 60 days after receipt of all information necessary for us to make a determination We have the right, in our sole discretion, to revoke approval of alternative suppliers

General Information Regarding Suppliers

We reserve the right to negotiate with various vendors, suppliers, or any EBP Agent for Providers rebates, commissions and other types of benefits based on certain goods and services purchased by you and other franchisees from them We and our Affiliates reserve the right in the future, to affiliate itself with suppliers or become a supplier, and/or receive revenues from purchases made by franchisees There are currently no purchasing or distribution cooperatives with other franchisees

Approximately up to 10% of your purchases and leases to open the Agency and up to 50% of your purchases and leases to operate the Agency will be purchased from approved suppliers At the present time our Affiliate is the only approved supplier of the Agency Software that will be licensed to you This requirement is imposed so that we can maintain quality standards These products and services are an integral part of the System and constitute valuable Trade Secrets of us and our Affiliates Although you must pay our Affiliate SMA Fees for the Agency Software, we pass those payments on to Applied Systems, Inc under a master license arrangement with them

In fiscal year 2016, we received $22,360 in agency revenue sharing amounts from franchisees' participation on our master policy for business owners' and errors and omissions insurance Other than the agency revenue sharing amounts, neither we nor our Affiliates derived revenue, rebates or other material consideration based on required purchases or leases by the franchisees

In addition to the purchases or services described above, you must buy and maintain, at your own expense, insurance coverage that we require from time to time and to meet the other insurance-related obligations in the Franchise Agreement through our master policy for all franchisees The cost of coverage will vary depending on the insurance carrier's charges, terms of payment and your history We have the right to require you to have any or all of your insurance policies name us and our Affiliates as

additional insured parties The named insured must be your entity name doing business as GlobalGreen Insurance Agency

Except as described above, neither we nor our Affiliates currently derive revenue or other material consideration as a result of required purchases or leases, however we retain the right to do so in the future There are currently no purchasing or distribution cooperatives We negotiate purchase arrangements with some suppliers (including price terms) for the benefit of franchisees, and/or to derive revenue or other material consideration as a result of required purchases or leases in the future We do not provide material benefits (such as renewal or granting additional franchises) to you based on your purchase of particular products or services or use of particular suppliers, but doing so is one of your obligations under the Franchise Agreement

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and the Service Agreement (the obligations under the Service Agreement is in *italics*) It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

OBLIGATION	SECTION IN FRANCHISE AGREEMENT AND *SERVICE AGREEMENT*	DISCLOSURE DOCUMENT ITEM
(a) Site selection and acquisition/lease	Section IV A of the Franchise Agreement	Items 6 and 11
(b) Pre-opening purchases/leases	Sections IV, X A and XV of the Franchise Agreement	Item 8
(c) Site development and other pre-opening requirements	Sections IV and X A of the Franchise Agreement	Items 6, 7, 11
(d) Initial and ongoing training	Section IX of the Franchise Agreement	Item 11
(e) Opening	Section X A of the Franchise Agreement	Item 11
(f) Fees	Sections VII and XIV E of the Franchise Agreement and *Section 3 of the Service Agreement*	Items 5, 6 and 11
(g) Compliance with standards and policies/Operations Manual	Section XVI of the Franchise Agreement and *Section 5 of the Service Agreement*	Item 11
(h) Trademarks and proprietary information	Sections XI and XII of the Franchise Agreement and *Section 4 of the Service Agreement*	Items 13 and 14
(i) Restrictions on products/services offered	Sections III and X D of the Franchise Agreement	Item 16
(j) Warranty and customer service requirements	Section X D of the Franchise Agreement	Item 16

OBLIGATION	SECTION IN FRANCHISE AGREEMENT AND *SERVICE AGREEMENT*	DISCLOSURE DOCUMENT ITEM
(k) Territorial development and sales quotas	Section II of the Franchise Agreement	Item 12
(l) Ongoing product/service purchases	Section XV of the Franchise Agreement	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections X D and L of the Franchise Agreement	Item 11
(n) Insurance	Section X H of the Franchise Agreement	Items 6 and 8
(o) Advertising	Section VIII of the Franchise Agreement	Items 6 and 11
(p) Indemnification	Section XVIII of the Franchise Agreement	Item 6
(q) Owner's participation/management/ Staffing	Section X F of the Franchise Agreement	Items 11 and 15
(r) Records/Reports	Section X M of the Franchise Agreement	Item 6
(s) Inspections/audits	Section X I of the Franchise Agreement	Items 6 and 11
(t) Transfer	Section XVII of the Franchise Agreement	Item 17
(u) Renewal	Section VI of the Franchise Agreement and *Section 2 of the Service Agreement*	Item 17
(v) Post-termination obligations	Section XIV C of the Franchise Agreement	Item 17
(w) Non-competition covenants	Section XIII of the Franchise Agreement	Item 17
(x) Dispute Resolution	None	Item 17

ITEM 10 FINANCING ARRANGEMENTS

We may, in our sole discretion, agree to finance a portion of the Initial Franchise Fee If so, you will be required to pay GLOBAL a down payment of at least 50% of the Initial Franchise Fee when you sign the Franchise Agreement with the balance to be paid within 90 days after you sign the Franchise Agreement You will not be required to pay any interest unless you fail to make timely payments You will be permitted to prepay the amount due at any time without penalty The Franchise Agreement will be modified to provide for the payment schedule, and this will be guaranteed by all of the owners and their spouses Any failure to make a payment is considered a default under the Franchise Agreement and we will have the right to (i) declare the unpaid balance due, (ii) retain the appropriate amount of the funds we collect on your behalf in order to satisfy the amount due, (iii) terminate the Franchise Agreement and/or to pursue any and all other rights and remedies provided for under the Franchise Agreement There is no security interest required and franchisee is not required to waive defenses or legal rights or is barred from asserting any defenses It is not our practice or intent to sell, assign, or discount to a third party all or part of the financing arrangement Our Affiliates do not offer any financing to franchisees

Other than as described above, we do not offer direct or indirect financing We do not guaranty your note, lease or obligation

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

Except as listed below, GLOBAL is not required to provide any assistance to you

Before you open your Agency, we will

(1) Consent to your choice of the site for your Agency (Franchise Agreement – Section IV A)

The site for the Agency is selected by you, subject to our consent You will typically lease premises for the Agency from a landlord You will select the proposed site for the location of the Agency and submit the proposed site to GLOBAL The factors we consider in accepting or rejecting a proposed site include the demographics, zoning, traffic patterns, parking, size, level of competition, and proximity to other GlobalGreen Insurance Agencies, as well as other factors Our consent to a particular site is not to be regarded as an endorsement by us of any particular site, nor will it constitute a warranty by us as to the future success of the GlobalGreen Insurance Agency at the location You are primarily responsible for investigating the Site and having any leases or sale contract for the site reviewed and approved by your attorney If you do not find a suitable site and open your Agency within 6 months from signing the Franchise Agreement, we may terminate the Franchise Agreement and retain all fees

(2) Decide whether to consent to your specifications, layout and design, signage, and equipment (Franchise Agreement – Section X A)

The cost of plans and specifications shall be borne by you Our consent shall be limited to review of such plans to assess compliance with our design standards for GlobalGreen Insurance Agencies, including such items as trade dress, presentation of Marks, and the provision to the potential customer of certain products and services that are central to the functioning of the Agency We do not provide any necessary equipment, signs, fixtures, inventory or supplies, but may provide you approved suppliers for some of these items We do not deliver or install these items

(3) Provide an initial training program for the operation of the Agency This training is described in greater detail later in this Item 11 (Franchise Agreement – Section IX A),

(4) Participate in the E & O Program and the BOP Program for your Agency at your cost (Franchise Agreement – Section X H),

(5) Provide you with Agency Software, at your expense (Service Agreement – Section 1), and

(6) Loan you a copy of the Confidential Operations Manual (Franchise Agreement – Section XVI)

Time for Opening your Agency

We estimate that the typical length of time between signing of the Franchise Agreement and the opening of your Agency will be between 2 and 3 months If you do not open within 6 months of signing the Franchise Agreement, we have the right to terminate the Franchise Agreement Factors affecting the length of time usually include obtaining a satisfactory site, governmental requirements, obtaining approval from the Providers, financing arrangements, and purchase and installation of equipment, fixtures, and signs The opening of the franchise may be delayed only if such delay is caused by contingencies not within your control, such as acts of God, governmental restrictions, strikes or labor disputes You must notify us of any such delays promptly In such event, we will allow you a reasonable amount of time, as we determine, in which to open your Agency If you have difficulty finding a location, we may, in our sole discretion, provide you more time

During the Operation of your Agency, we will

(1) Furnish you, at your request, with reasonable additional guidance and assistance at reasonable times We reserve the right to charge a reasonable fee (Franchise Agreement – Section IX B and C),

(2) Provide you with access to Providers so that you will be able to sell their services and products subject to approval of the Providers (Franchise Agreement – Section III),

(3) Administer and allocate the revenues we, our Affiliates, you and our franchisees receive and attribute these revenues to sales made by us, our Affiliates, our franchisees and you You are solely responsible for the accuracy of the information you provide to us and our Affiliates (Franchise Agreement – Section IX D),

(4) Authorize you and assist you in using the Agency Software at your expense (Service Agreement – Section 1)

(5) Provide your pro rata share of the Bonus Amount if you participate in the Bonus Program, (Franchise Agreement – Section XV C)

(6) Loan you one copy of a Confidential Operations Manual ("Manual") This Manual is confidential and remains our property You will operate your Agency in strict compliance with those operational systems, procedures, policies, methods and requirements found in the Manual which are designated as mandatory and in any supplemental bulletins and notices, revisions, modifications, or amendments, either in document or electronic form (the "Supplements") all of which are a part of the Manual

You must treat the Manual, any other manuals or written materials provided by us or our Affiliate for use in the operation of the Agency (in any format whatsoever, including but not limited to electronically, via the Internet, hard copy, etc) and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential You must not copy, duplicate, record, transmit, or otherwise reproduce these materials, in whole or in part or otherwise make them available to any unauthorized person The Manual will remain our sole property and access to the Manual must be secure and limited to those permitted to use it You will not have any access rights to the Manual upon termination or expiration of your Franchise Agreement We have the right to make additions to, deletions from or revisions to the Manual and your compliance with them may involve additional costs and expenses The table of contents of the Manual, including allocation of pages to each

subject, is included as Exhibit C to this disclosure document The Manual is currently 44 pages in length, however the length, table of content and Manual is subject to change

ADVERTISING

Advertising Fund

There is no advertising fund We do not require that our franchisees participate in local or regional advertising cooperatives nor do we require you to advertise There is not an advertising council

Your Own Advertising

You must submit all of your own advertising and sale promotion materials to us or our advertising agency, for prior consent If you do not receive written disapproval within 20 days after we receive the materials, we will be deemed to have given approval You will not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark registration symbols for those Marks which are registered You may not advertise your products or services or use the Marks on the Internet except with our prior consent Any advertising on the Internet must be pre-approved by us and on terms specified by us

We may require you to list and advertise your Agency in directories or other media, from time to time, as determined by us, such as, the principal regular (white pages), classified (yellow pages) telephone directories distributed where your Agency is located, and on the internet, etc in categories we specify, utilizing GLOBAL'S standard form of listing and classified directory advertisements

COMPUTER SYSTEM

You must purchase at least one computer This computer is to be networked for Internet access using a DSL, cable or T1 fractional connection Satellite connection is not permissible Currently, we do not require franchisees to use any specific brand of computer hardware, however, your hardware must comply with our specifications, which we can change from time to time Neither we, nor our affiliates or third parties are obligated to provide ongoing maintenance, repairs, upgrades or updates for your computer systems We currently do not require you to purchase a maintenance, repair, upgrade or update service contract for the computer system, but we reserve the right to do so in the future

The following types of data will be generated and stored in computer systems customer information, renewal dates, types of policies, prospect lists, and claim information

You must also have a functioning email address

You must also purchase a printer/scanner/copier/fax This will allow you to use the attachment feature in Applied Systems' EPIC Online agency management system

We require you to purchase and use, at a minimum, the following programs Microsoft Windows 7 PRO, Windows 8 or Windows 10 PRO Operating Systems, and Microsoft Office Professional, Adobe Acrobat, and Internet Explorer These are not proprietary software of GLOBAL but rather an off the shelf program (shrink-wrap) GLOBAL is not under any obligation to maintain or update these programs GLOBAL reserves the right to require different or additional programs and to require you to purchase updated versions of the software

When you sign the Franchise Agreement, you will also sign the Service Agreement with Equity One This Agreement will grant you the right to access and use the Agency Software which may change from time to time Currently the Agency Software is a proprietary software Equity One licenses from Applied Systems, Inc called "EPIC Online" You will pay an initial License Fee when you sign the Service Agreement and will pay a monthly SMA Fee for the support, maintenance and access to the Agency Software The current initial cost of the User Fee for one User of the Agency Software is $827 plus one month's SMA Fee, described below, of $163 for a total of $990 The annual cost of the Service, Maintenance and Access fee ("SMA") is currently $1,956 ($163 per month) per User This Agency Software will permit you to provide all necessary information regarding your customers to the Providers as well as information regarding your own Agency GLOBAL will have independent access to the information and data and there are no contractual limitations on our right to access the information and data The estimated cost for the computer hardware and software described above, including the User Fee for the Agency Software, is between $2,000 and $6,000

We reserve the right to require you, at your expense and in the time frame determined by us, to update, upgrade, change or add additional computer hardware or software in your Agency to conform to new standards or specifications and to sign any agreements necessary to do so

TRAINING

GLOBAL provides training to you or your Principal Owner as described below If another person is trained, we have the right to charge an additional training fee All of the designated training for franchisees is mandatory and must be completed to our satisfaction before the opening of your Agency If you currently operate a GlobalGreen Insurance Agency, the training program is not mandatory

The initial training program will be furnished at such time and place as GLOBAL may designate in the St Louis metropolitan area for a period of approximately 3-5 days GLOBAL does not charge for the initial training program but you are responsible for wages, travel, and living expenses for you and your employees GLOBAL expects that training will be conducted for you after the Franchise Agreement has been signed and while the Agency is being developed There currently are no fixed (i e monthly or bi-monthly) training schedules but the training programs will be given on an as-needed basis

TRAINING PROGRAMS

SUBJECT (Note A)	**HOURS OF CLASS-ROOM**	**HOURS OF ON THE JOB TRAINING**	**LOCATION**
Introduction	1 0 hours		St Louis County, MO
Marketing and Sales	1 0 hours		St Louis County, MO
Administration Review	1 5 hours		St Louis County, MO
Operations – including Agency Software	22 0 hours		St Louis County, MO
Providers and Support	8 5 hours	450 hours*	St Louis County, MO and at your Agency's location
Optional Programs	0 5 hours		St Louis County, MO
Employee Benefits Products	1 5 hours		St Louis County, MO
Branding & Agency Start-Up	2 0 hours		St Louis County, MO
Closing	0 5 hours		St Louis County, MO

*During the first 90 days your Agency is open, the Providers may provide additional training and support to you at your Agency through various means such as telephone calls, webinars, personal visits and training videos

Note A Note that some subjects may be intermingled and time periods and subject matter may be subject to change The hours listed for On the Job (field training) will typically include more than one subject It is the nature of the insurance business that all aspects of training are integrated The above are merely estimates Also, the instructors are subject to change, in our sole discretion The training program uses the Manual

Note B Our portion of the training program is managed and conducted by the following individuals

Raymond M Spears

Since July 1, 2016, Mr Spears has been the Chairman of GLOBAL From July 1, 2015 through June 30, 2016, Mr Spears was the Chairman and CEO of GLOBAL From May 2007 through June 2015, Mr Spears was the President and CEO of GLOBAL Mr Spears has over 20 years of banking experience and has held top executive positions with several successful banks throughout his career He has managed the growth of entrepreneurial companies His focus is on managerial and administrative experience

Jeffrey L Wilson

Since July 1, 2016, Mr Wilson has been the President and CEO of GLOBAL From July 1, 2015 through June 30, 2016, Mr Wilson was the President of GLOBAL From May 2007 through June 2015, Mr Wilson was the Executive Vice President Sales and Marketing of GLOBAL Since March 2006, Mr Wilson has been the Chief Executive Officer of Equity One Insurance Agency, L L C From February 2003 until March 2006, Mr Wilson was the Vice President, Manager of First Banc Insurors Agency, Inc From April 1991 to February 2003, Mr Wilson was an agent for Shelter Insurance Company His past experience has included recruitment, management, contract negotiations and sales in the insurance industry He brings more than 25 years of banking, loans, finance and insurance experience

Charles H Donaldson, Jr

Since July 2007, Mr Donaldson, Jr has been Executive Vice President Administration and Operations of GLOBAL From December 2000 until July 2007, Mr Donaldson, Jr was the owner of the Chuck Donaldson Insurance Agency, a captive insurance agency, located in St Charles, MO He is responsible for franchise operational training and support He has experience in the insurance, financial services and manufacturing sectors Before becoming involved in the insurance field, he started his career in production and purchasing for the automobile and aerospace industries

Kimberly B Wamboldt

Since February 2006, Ms Wamboldt has been the Vice President of Operations of Equity One Insurance Agency, LLC From October 1992 until January 2006, Ms Wamboldt served as the Personal Lines Manager of First Bank Insurors Agency, Inc

At your option, we may provide the initial training for you at your location as is described in Item 6 If you choose to have the initial training program conducted at your location, and if we (in our sole discretion) are willing to conduct the program at your location, you will be required to pay us an additional fee of $7,000 plus the travel, meals, and lodging expenses of our trainers If you want any

additional training beyond this initial training program at your location, you must pay us $1,000 per day or partial day per trainer and all travel, meals, and lodging expenses of the trainers

We may also provide refresher programs Such programs are not mandatory at this time, but may be in the future We may charge a reasonable fee for any training provided after the opening of the Agency A franchisee or its employees must pay the compensation of the trainee as well as such trainee's travel, lodging and personal expenses The location, duration, and content of such refresher training programs have not yet been determined

GLOBAL is not required to provide training that may be required to meet continuing education or licensing requirements in your state It is your responsibility to complete all such continuing education or licensing requirements which is typically provided by industry groups We may require you to periodically participate in additional training, such as errors and omissions loss control seminars and may charge you a reasonable fee for this training In such event, you will also be responsible for paying for your tuition, travel, meals and lodging costs

We have the right to require you or your Principal Owner to attend, at your expense, no more than one franchise meeting per year at a location selected by us We will not require attendance at any such meetings for more than 3 days during any calendar year

ITEM 12 TERRITORY

You are granted the right to operate your Agency at one location as described on Exhibit I of the Franchise Agreement ("Site") in accordance with the terms of the Franchise Agreement You do not receive an exclusive right to operate your Agency in any particular area You cannot interfere with customers of GLOBAL, its Affiliates or their franchisees, licensees or independent contractors You, GLOBAL, its Affiliates and other franchisees will be permitted to solicit sales of products and services anywhere you are licensed and approved by the Providers You may relocate your Agency with our prior written consent and the Providers' consent Among other things, our consent may be based on your proximity to other GlobalGreen Insurance Agencies

You will not receive an exclusive territory You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution

If you want to operate a GlobalGreen Insurance Agency at an additional location, a separate Franchise Agreement must be signed and an Initial Franchisee Fee will be required to be paid See Item 5 for details on the Initial Franchise Fee

We retain all rights not expressly granted in the Franchise Agreement For example, GLOBAL and its Affiliates retain the right to operate and to franchise or license to third parties the right to operate businesses using the Systems and/or Marks anywhere GLOBAL and its Affiliates are also authorized to sell some or all of the products and services authorized for sale by your Agency in any channel of distribution, including, sales through such channels of distribution as the Internet, telemarketing, or other direct marketing sales, and/or to provide consulting services using the Systems and/or Marks, but you are not allowed to do so GLOBAL and its Affiliates are not required to pay you if they exercise any of the rights specified in this Item 12

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site, and receive inquiries for any insurance products that GlobalGreen Insurance Agencies sell, we will refer the person making the inquiry to a GlobalGreen Insurance Agency office, which is in good standing and which is located near the address from which the inquiry was received GLOBAL is not

obligated to refer the inquiry to any particular agency, nor is GLOBAL required to determine which office is closest to the address from which the inquiry was received

The Franchise Agreement does not provide you with any options, right of first refusal or similar rights to acquire additional franchises in any area Except as explained above, continuation of your rights does not depend on your achieving a certain sales volume, market penetration or other contingencies

GLOBAL and its affiliates may sell themselves, their assets, their proprietary marks and/or their system to a third party, may go public, may engage in a private placement of some or all of its securities, may merge, acquire other corporations or entities, or be acquired by another corporation or entity, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of GLOBAL's Marks (or any variation) and System and/or the loss of association with or identification of "GlobalGreen Insurance Agency" as a franchisee under the Franchise Agreement If GLOBAL assigns its rights in the Franchise Agreement, it is not required to remain in the insurance business or to offer or sell any products or services to you

Although we and our Affiliate have the right to do so, we and our Affiliate have not operated or franchised, and have no present plans to operate or franchise, other businesses selling similar products or services under different trademarks

Other than restricting your right to advertise your services or use the Marks on the Internet without our prior consent, we do not restrict you from soliciting or accepting orders However, you are subject to the restrictions required by a Provider Likewise, GLOBAL, our Affiliates and other franchisees or licensees are permitted to solicit customers and accepting orders anywhere, subject only to the restrictions required by any Provider or regulatory agency You cannot interfere with customers of GLOBAL, its Affiliates, or their franchisees and licensees

ITEM 13 TRADEMARKS

GLOBAL grants the right to and requires you to operate your Agency under the name of "GlobalGreen Insurance Agency" You may also use our other current or future Marks to operate your Agency, if we permit you to do so

GLOBAL's Affiliate, Equity One Insurance Agency, LLC has obtained a federal registration for the following principal trademarks and service marks on the Principal Register of the United States Patent and Trademark Office

Mark	Registration Date	Registration No
GlobalGreen Insurance Agency (word mark)	March 17, 2009	3,592,217
GlobalGreen Insurance Agency and design ("Logo")	March 31, 2009	3,599,391

All required affidavits have been filed There are no agreements currently in effect which significantly limit the rights of GLOBAL to use or license the use of the Marks in any material manner

We have entered into a Trademark License Agreement with Equity One Insurance Agency, LLC which permits us to sublicense the right to use the Marks in accordance with the terms and conditions of the Franchise Agreement The term of the Trademark License Agreement is for 20 years and automatically renews on a year to year basis In the event of a default by us and a termination of the Trademark License Agreement, you will be permitted to continue to use the Marks until the end of the term and any renewal terms of your Franchise Agreement

There are currently no effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Marks There are no agreements currently in effect which significantly limit the rights of GLOBAL to use or license the use of the Marks in any manner material to the trademark

You must follow our rules when you use the Marks You cannot use the Marks or any confusingly similar name or mark as part of a corporate name or with modifying words, designs or symbols

You must notify GLOBAL immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark GLOBAL will have the sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or administrative proceedings arising out of such infringement, challenge or claim You must execute any and all instruments and documents, provide such assistance, and take any action that may be necessary or advisable to protect and maintain GLOBAL'S interest in any litigation or other proceeding or otherwise to protect and maintain GLOBAL'S interest in the Marks The Franchise Agreement does not require GLOBAL to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you

If we decide to modify or discontinue the use of the Marks and/or to use one or more additional or substitute names or marks, you must make the changes at your own expense and without claim against GLOBAL You will need to comply within a reasonable time of the request

GLOBAL does not actually know of either superior prior rights or infringing uses that could materially affect a franchisee's use of the Marks in any state

You are permitted to use the trademarks and service marks of Providers only in accordance with the terms of the Provider Agreements You are not permitted to use the trademarks and service marks of any of the Affiliates, however you are permitted to use the Marks in accordance with the terms of the Franchise Agreement

ITEM 14 PATENTS AND COPYRIGHTS

We own no special patents which pertain to the Franchise Agreement

GLOBAL and its Affiliates claim copyrights in the Manual, sales materials, its website, and brochures, and related items used in operating the franchise We have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them You may use these items only as we specify while operating your Agency

There are no currently effective material determinations of the U S Patent and Trademark Office, the Copyright Office or any court regarding the copyrighted materials No agreements limit our right to

use or allow others to use the copyrighted materials We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state

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

The Franchise Agreement also provides that all innovations, ideas, concepts, techniques, or materials concerning a GlobalGreen Insurance Agency, whether or not protectable intellectual property and whether created by or for you or your owners, independent contractors, or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or help us obtain intellectual property rights in the item

You acknowledge that the trade secrets, information, ideas, research, methods, manuals, procedures, systems, improvements and copyrighted materials, etc , including the Manual, owned or developed by or licensed to GLOBAL or its Affiliates, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, are and shall remain the sole and exclusive property of GLOBAL and its Affiliates Any and all information, knowledge and know-how not generally known in the business about the System and products, specifications, standards, methods, procedures, sales and marketing material, systems, procedure and techniques, knowledge of and experience in operating a GlobalGreen Insurance Agency and all non-public information concerning the financial data, customer accounts, client specific information, work product performed for any customer or client, work product documents and records, specific strategies and other information or material which GLOBAL may designate as confidential ("Confidential Information and Trade Secrets") shall be deemed confidential You will not during the term of the Franchise Agreement, or after Transfer or expiration or termination of the Franchise Agreement for any reason, communicate or divulge to anyone or use, in whole or in part, any Confidential Information and Trade Secrets, unless such information is generally known and in the public domain, and except to the extent necessary to operate the Agency You may not use the Confidential Information and Trade Secrets in an unauthorized manner All of your employees will be required to exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all Confidential Information and Trade Secrets and proprietary rights during and after the term of the Franchise Agreement We may regulate the form of agreement that you use and will be a third party beneficiary of that agreement with independent enforcement rights, however, you are responsible for obtaining independent legal advice from an attorney knowledgeable in the laws of the state where you will operate your agency with respect to any agreements you intend to use You are not relying on us for legal advice with respect to the enforceability or legal implications of any such agreements

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF YOUR BUSINESS

You recognize the importance of the Principal Owner's participation in the management of the Agency and that the Principal Owner's agreement to so participate in the management of the Agency is a material inducement for GLOBAL to enter into this Agreement Therefore, the Principal Owner is required to use his or her best efforts and is personally responsible for the management of the Agency on a day-to-day basis, unless otherwise approved by GLOBAL GLOBAL, in its sole discretion, may allow you to hire a qualified manager to operate the day-to-day affairs of the Agency, however, absent our

approval to be an inactive owner (which may be withheld or granted in our sole and absolute discretion), you must remain actively involved in the operations and management of the Agency Any manager must satisfactorily complete the initial training program but does not have to have an equity interest in your Agency The Principal Owner is required to carefully monitor and be responsible for the performance of anyone designated to manage the operation of the Agency The designated manager who will operate the Agency as well as other supervisory personnel are required to sign a confidentiality and non-solicitation agreement (Exhibit III of the Franchise Agreement)

If you are a corporation, limited liability company, or partnership, your owners and if permitted by applicable law, their spouses, must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenants not to compete This Guarantee is included on the last page of the Franchise Agreement

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

GLOBAL does not require you to offer and sell all of the products and services that we have approved, however you are only allowed to sell those products and services we have approved GLOBAL has the right to change the types of required and/or authorized products and services and you will be notified by a Supplement to the Manual or other means of communication You are prohibited from offering or selling any products or services not authorized or approved by GLOBAL and from using the premises for any other purpose than the operation of a GlobalGreen Insurance Agency in compliance with the Franchise Agreement You may not advertise your services or use the Marks on the Internet except with our prior consent GLOBAL, in our discretion, may approve or deny your request to eliminate some or add other products or services You must only sell for those Providers approved by us and you must comply with the requirements imposed by the Providers If we, our Affiliates or the EBP Agent lose the right to represent any of the Providers, you will also lose the right to represent them, and many of our agreements with Providers give the Providers the right to terminate the relationship or materially alter the terms of the relationship on between 30 and 90 days' notice, and in certain circumstances upon notice Further, you should realize that each Provider may withdraw our right or your right to sell on its behalf or may only allow you to sell specific lines of insurance and not all of the products or services it offers

If you currently are an insurance broker/dealer or a life wholesaler operating an EBP business under a separate entity and want to continue the operation of that entity, under limited circumstances, in our sole discretion, we may permit you to do so If so, you will not be required to sell the products and services which you would obtain through the EBP Agent and would not pay any fees on the EBP business of your separate entity

GLOBAL may expand their product and service offerings and allow qualified franchisees to offer these new products and services ("Optional Programs") An Optional Program is another service or product which, if you accept it, may be a part of the products and services you provide in the Agency You do not have to accept an Optional Program, however, if you do, you may be required to take additional training at a reasonable fee and to make specified purchases in connection with this Optional Program Once you accept an Optional Program, the Optional Program will be subject to each of the terms and conditions of the Franchise Agreement, except as otherwise provided as part of the Optional Program which you will be required to agree to prior to participating in the Optional Program GLOBAL has the right to permit or exclude you from participation in any Optional Programs, in GLOBAL's sole and absolute discretion Any Optional Programs will be described in greater detail in the Manual

Subject to the restrictions in Item 12, you will be permitted to solicit sales of products and services anywhere and you understand that other franchisees or GLOBAL or its Affiliates are permitted to

solicit sales of products anywhere You are not limited to the customers to whom you may sell such goods or services

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the Franchise Agreement and Service Agreement Those provisions that relate to the Service Agreement are shown in *italics* on the chart below You should read these provisions in the agreements attached to this disclosure document

PROVISION	SECTION IN FRANCHISE AGREEMENT AND *SERVICE AGREEMENT*	SUMMARY
a Length of the franchise term	Section VI *Section 2 of the Service Agreement*	10 years from signing the Franchise Agreement, if you continue operating after expiration, the Franchise Agreement continues on month to month basis, terminable by either party on 30 days' notice *1 year from Equity One signing the franchise agreement for the Agency Software and month to month thereafter*
b Renewal or extension	Section VI of the Franchise Agreement	4 additional terms for 10 years
c Requirement for franchisee to renew or extend	Section VI of the Franchise Agreement	Give us notice as required under the Franchise Agreement, sign new agreement, be approved by at least 4 of the Providers, remodel and pay fee of up to 50% of the then current Initial Franchise Fee and sign release (if law allows) and sign new franchise agreements and other documents we use to grant franchises If you seek to renew your franchise at the expiration of the initial term or any renewal term, you will be required to sign a new franchise agreement that may contain materially different terms from those in your previous franchise agreement
d Termination by franchisee	Section XIV B of the Franchise Agreement	If we breach agreement and do not cure or attempt to cure after notice
e Termination by franchisor without cause	*Section 2 of the Service Agreement*	*Equity One has the right to terminate the Service Agreement on 30 days notice*

PROVISION	SECTION IN FRANCHISE AGREEMENT AND *SERVICE AGREEMENT*	SUMMARY
f Termination by franchisor with cause	Section XIV A 1 and 2 of the Franchise Agreement *Section 6 of the Service Agreement*	If you don't satisfactorily complete training, don't open within 6 months or generally if you breach agreement, if your license to engage in the business of insurance is suspended or revoked by any regulatory authority, if you abandon your business *Service Agreement may terminate for failure to cure after 30 days notice*
g "Cause" defined- curable defaults	Section XIV A 1 and 2 of the Franchise Agreement	You have 10 days to cure monetary defaults and failure to open within 6 months and 30 days to cure all others except noncurable defaults
h "Cause" defined – non-curable defaults	Section XIV A 3 of the Franchise Agreement	Non-curable defaults conviction of felony, abandonment, giving insufficient funds checks, bankruptcy and failure to obtain and retain approvals from sufficient number of Providers, as we determine
i Franchisee's obligation on termination/non-renewal	Section XIV C of the Franchise Agreement	Complete de-identification and payment of amounts due, return materials and Manual, direct transfer of phone and lease if requested cease providing services to Customers and return all Customer information, files, records, and insurance policy materials to us and obtain and maintain professional liability tail insurance for a period of 2 years
j Assignment of contract by franchisor	Section XVII A of the Franchise Agreement	No restrictions on right to assign
k "Transfer" by franchisee-defined	Section XVII B of the Franchise Agreement and *Section 7 of the Service Agreement*	Transfer of Interest as defined in the Franchise Agreement *Transfer of Service Agreement*
l Franchisor approval of transfer by franchisee	Section XVII B of the Franchise Agreement and *Section 7 of the Service Agreement*	Right to approve all transfers of the Franchise Agreement *No right to assign the Service Agreement*
m Conditions for franchisor approval of transfer	Section XVII B of the Franchise Agreement	Transferee qualifies, transfer fee paid, new franchise agreement signed, training of transferee, release signed to transfer under the Franchise Agreement
n Franchisor's right of first refusal to acquire franchisee's business	Section XVII D of the Franchise Agreement	We can match any offer for your business or an ownership interest in your business

PROVISION	SECTION IN FRANCHISE AGREEMENT AND *SERVICE AGREEMENT*	SUMMARY
o Franchisor's option to purchase franchisee's business	Sections XIV D and IV A of the Franchise Agreement	After termination we can purchase your personal property at fair market value After termination we also have the right to take over your lease
p Death or disability of franchisee	Section XIV E of the Franchise Agreement	Heir must be approved but no right of first refusal
q Non-competition covenants during the term of the franchise	Section XIII of the Franchise Agreement	No involvement in a similar business
r Non-competition covenant after the franchise is terminated or expires	Section XIII of the Franchise Agreement	For 1 year after termination or expiration, no selling or offering for sale any insurance within 25 miles of the Agency Also, you cannot solicit Customers or our employees or other franchisees for said 1 year period
s Modification of the agreement	Sections XVI and XIX C of the Franchise Agreement	No modification generally but Manual and system subject to change
t Integration/merger clause	Section XIX C of the Franchise Agreement	Only the terms of the franchise agreement are binding (subject to state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u Dispute resolution by arbitration or mediation	None	Not applicable
v Choice of forum	Section XIX G of the Franchise Agreement and *Section 9 of the Service Agreement*	Litigation must be in St Louis County, Missouri or place of our principal office *Litigation must be in St Louis County Missouri subject to state law* *
w Choice of law	Section XIX G of the Franchise Agreement and *Section 9 of the Service Agreement*	Missouri law applies subject to state law *Missouri law applies* *

* If a state regulator requires us to make additional disclosures related to the information contained in this disclosure document, these additional disclosures are contained in a State Law Addendum included in this disclosure document as Exhibit D

ITEM 18 PUBLIC FIGURES

GLOBAL does not use any public figure to promote its 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 if the information is included in the disclosure document Financial

performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income you should report it to our management by contacting Charles Donaldson or Raymond Spears, Equity One Franchisors, LLC, 15455 Conway Road, Suite 315, Chesterfield, MO 63107-6032, (636) 536-5005, the Federal Trade Commission and any appropriate state regulatory agencies

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	109	114	+5
	2015	114	114	0
	2016	114	119	+5
Company-Owned*	2014	1	1	0
	2015	1	1	0
	2016	1	1	0
Total Outlets	2014	110	115	+5
	2015	115	115	0
	2016	115	119	+5

*GLOBAL does not have any company-owned units, however, those of its Affiliate, Equity One, are reflected in this chart

Table No 2
Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2014 to 2016

State	Year	Number of Transfers
Arkansas	2014	1*
	2015	0
	2016	0
California	2014	3*
	2015	0
	2016	0
Colorado	2014	0
	2015	0
	2016	0

State	Year	Number of Transfers
Connecticut	2014	0
	2015	0
	2016	0
Florida	2014	0
	2015	0
	2016	0
Georgia	2014	0
	2015	0
	2016	0
Illinois	2014	0
	2015	0
	2016	1
Indiana	2014	0
	2015	0
	2016	0
Kansas	2014	0
	2015	0
	2016	0
Louisiana	2014	0
	2015	1*
	2016	0
Michigan	2014	0
	2015	0
	2016	0
Minnesota	2014	0
	2015	0
	2016	0
Mississippi	2014	0
	2015	0
	2016	0
Missouri	2014	1*
	2015	1**
	2016	0
Nevada	2014	0
	2015	1*
	2016	0
New Jersey	2014	1
	2015	1*
	2016	0
New York	2014	0
	2015	0
	2016	0
North Carolina	2014	0
	2015	0
	2016	0
Oklahoma	2014	0
	2015	0

State	Year	Number of Transfers
	2016	0
Oregon	2014	0
	2015	0
	2016	0
Pennsylvania	2014	1*
	2015	0
	2016	0

Texas	2014	2**
	2015	0
	2016	0
Tennessee	2014	0
	2015	0
	2016	0
Virginia	2014	0
	2015	0
	2016	0
Washington	2014	1*
	2015	0
	2016	0
Totals	2014	10
	2015	4
	2016	1

* Franchisees transferred their accounts to existing franchisees which then merged the transferred accounts into their existing businesses

** One of these franchisees transferred their accounts to an existing franchisee which then merged the transferred accounts into their existing business The other franchisee transferred their franchise to a new franchisee

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Table No 3
Status of Franchised Outlets
For years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
AR	2014	2	0	0	0	0	1*	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
AZ	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
CA	2014	13	0	0	0	0	3*	10
	2015	10	1	0	0	0	1	10
	2016	10	1	1	0	0	0	10
CT	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	1	0	0	0	1
CO	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
FL	2014	13	0	0	0	0	0	13
	2015	13	1	0	0	0	1*	13
	2016	13	0	0	0	0	0	13
GA	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
IL	2014	7	1	0	0	0	0	8
	2015	8	1	1	0	0	0	8
	2016	8	0	1	0	0	0	7
IN	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
KS	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	1*	1
	2016	1	0	0	0	0	0	1
LA	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	1*	0
	2016	0	0	0	0	0	0	0
MA	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
MI	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	2	0	0	0	0	3

MN	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
MO	2014	23	0	1	0	0	1*	21
	2015	21	0	1	0	0	2*	18
	2016	18	0	0	0	0	0	18
MS	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
MT	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
NV	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
NJ	2014	6	1	0	0	0	0	7
	2015	7	1	0	0	0	1	7
	2016	7	0	0	0	0	0	7
NY	2014	6	1	0	0	0	0	7
	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	0	7
NC	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
OH	2014	0	0	0	0	0	0	0
	2015	0	2	0	0	0	0	2
	2016	2	0	0	0	0	0	2
OK	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
OR	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	1	0	0	0	1
PA	2014	7	1	0	0	0	1*	7
	2015	7	0	0	0	0	0	7
	2016	7	5	0	0	0	0	12
TX	2014	7	3	0	0	0	1*	9
	2015	9	4	0	0	0	0	13
	2016	13	3	1	0	0	0	15
TN	2014	5	3	1	0	0	0	7
	2015	7	0	0	0	0	0	7
	2016	7	1	0	0	0	0	6
UT	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
VA	2014	2	0	1	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1

WA	2014	2	0	0	0	0	1*	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Totals	2014	109	16	3	0	0	8*	114
	2015	114	11	2	0	0	9*	114
	2016	114	11	6	0	0	0	119

* Franchisees transferred their accounts to existing franchisees which then merged the transferred accounts into their existing businesses

Table No 4
Status of Company-Owned Outlets*
For years 2014 to 2016

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
MO	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Total	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1

*As noted above, GLOBAL does not have any company-owned units, however, its affiliate, Equity One does which are reflected in this chart

Table No 5
Projected Openings as of December 31, 2016

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned or Affiliate-Owned Outlet In the Next Fiscal Year
Alabama	0	1	0
California	0	1	0
Colorado	0	1	0
Florida	0	2	0
Georgia	0	1	0
Illinois	0	1	0
Louisiana	0	1	0
Michigan	0	1	0
Missouri	0	1	0
Pennsylvania	0	2	0
Texas	0	3	0
Total	0	15	0

The franchisees of GLOBAL are listed on Exhibit E Exhibit E also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

Some of our franchisees have signed confidentiality clauses during the last 3 years In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with GlobalGreen Insurance Agency You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you

There are no trademark-specific franchisee organizations associated with the franchise system at this time

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit F are

Audited financial statements as of December 31, 2014, 2015 and 2016

Attached to this disclosure document as Exhibit G are

Unaudited Statements if required None at this time

ITEM 22 CONTRACTS

The following are attached to this disclosure document

Exhibit A – Franchise Agreement
Exhibit B – Service Agreement
Exhibit I - Release

ITEM 23 RECEIPT

See Exhibit J

EXHIBIT A
FRANCHISE AGREEMENT

EQUITY ONE FRANCHISORS, LLC

FRANCHISE AGREEMENT
FOR A
GLOBALGREEN INSURANCE AGENCY®

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EQUITY ONE FRANCHISORS, LLC

FRANCHISE AGREEMENT
FOR A
GLOBALGREEN INSURANCE AGENCY®

This Agreement entered into this _____ day of _____, 20__, by and between EQUITY ONE FRANCHISORS, LLC a Missouri limited liability company (hereinafter referred to as "GLOBAL"), and _____, a _____ (hereinafter referred to as "FRANCHISEE")

WHEREAS, GLOBAL and its "Affiliates" (as defined below) have developed and refined the uniform formats, systems, and standards for operating GlobalGreen Insurance Agencies (as defined below),

WHEREAS, GLOBAL has obtained the right to license the Marks (as defined below) and the System (as defined below) in connection with the operation of a GlobalGreen Insurance Agency,

WHEREAS, FRANCHISEE recognizes the benefits to be derived from being identified with the Marks and being able to utilize the System and desires a franchise to establish and operate a GlobalGreen Insurance Agency using the Marks and System and GLOBAL is willing to grant such a franchise on the terms and conditions hereinafter set forth, and

WHEREAS, FRANCHISEE understands that it will be a Subagent (as defined below) of the various Providers (as defined below) and shall be subject to the requirements and obligations imposed by said Providers on FRANCHISEE,

NOW, THEREFORE, the parties agree as follows

I DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning as set forth below

A "Affiliate(s)" means individually or collectively any entities controlling, controlled by, or under common ownership with GLOBAL including but not limited to Equity One Insurance Agency, L L C

B "Agency" means the GlobalGreen Insurance Agency which is the subject of this Agreement

C "Agency Software" means the EPIC Online software licensed by Applied Systems, Inc that FRANCHISEE will be given access to through the Internet pursuant to the agreement it will enter into with Equity One Insurance Agency, L L C or any other software GLOBAL shall so designate in the future

D "BOP Program" means business owner's insurance to provide both business personal property and liability protection for the Agency FRANCHISEE must be underwritten and qualify for the BOP Program

E "Chargeback" means the amount the Providers will charge FRANCHISEE back for any commissions, revenues, or insufficient funds checks, or the like, in the event of a policy premium reduction or policy cancellation

F "Customer" means any existing customers or identified prospective customers (of FRANCHISEE, GLOBAL, its Affiliates or other franchisee) with whom FRANCHISEE or its employees or agents have had direct or indirect contact or about whom FRANCHISEE or its employees or agents have learned confidential information by virtue of the operation of the Agency other than any customers with whom FRANCHISEE had no contact within the two (2) years preceding the expiration, Transfer or termination of this Agreement Although also referred to as "FRANCHISEE's Customers", these customers are actually considered customers of GLOBAL even though FRANCHISEE is providing services to them

G "E & O Program" means errors and omissions insurance for the Agency FRANCHISEE must be underwritten and qualify for the E & O Program

H "EBP Agent" means the agent of record for Employee Benefits Products (as defined below) The EBP Agent will enable FRANCHISEE to provide Employee Benefits Products to its customers

I "Employee Benefits Products" means group and individual health, life, dental, disability, long term care, supplemental benefits and 401(k) insurance

J "Equity One" means Equity One Insurance Agency, L L C

K "FRANCHISEE" shall be deemed to include (a) those persons and their spouses owning any interest in a corporate or a limited liability company franchisee, (b) all partners and their spouses owning any interest in a partnership franchisee, (c) the individual who owns a sole proprietorship franchisee and his or her spouse, (d) the guarantors of this Agreement, and (e) the Principal Owner (as hereinafter defined) For purposes of determining ownership in a franchise, the interests owned by a husband and wife shall be considered one interest, and both husband and wife shall be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses

L "GlobalGreen Insurance Agency" means any business operating under the Marks and System including those owned by GLOBAL, its Affiliates or franchisees of GLOBAL or its Affiliates

M "Interest" means (a) this Agreement or the rights under this Agreement, (b) the rights in the Agency, (c) an individual's rights as an owner of the FRANCHISEE (including any owner's stock, partnership interest, limited liability company, or other ownership interest), (d) any option, call, warrant, conversion rights or rights to acquire any equity or voting interest in FRANCHISEE, (e) any security interest, lien, pledge, mortgage, or other encumbrance of any of the foregoing Interests, (f) any sale, lease, sublease, or other transfer or disposition of any of the assets used in the performance of the business at the Agency, whether now owned or hereafter acquired, except in the normal and ordinary course of business, or (h) any right to control, operate or manage the Agency

N "Marks" means such service marks, trademarks, trade dress, trade names and copyrights, and all configurations and derivations, as may presently exist, or which may be modified, changed, or acquired by GLOBAL, in connection with the operation of the business contemplated by this Agreement Marks include but are not limited to "GlobalGreen Insurance Agency" and "GlobalGreen Insurance Agency and design"

O "Manual" means the Confidential Operations Manual, including all updates, supplements, bulletins, etc , in any form including without limitation, written or electronic form, all of which may be modified from time to time

P "Principal Owner" means FRANCHISEE if FRANCHISEE is a sole proprietor, the majority shareholder of FRANCHISEE if FRANCHISEE is a corporation, a partner owning a major share of the partnership if FRANCHISEE is a partnership or the member owning the majority interest of a limited liability company

Q "Provider" means the various insurance companies that will underwrite policies for customers of GLOBAL, GLOBAL's Affiliates, their franchisees or licensees and/or FRANCHISEE In addition, "Provider" also includes the various companies that provide or will provide financial or other services to customers of GLOBAL, GLOBAL'S Affiliates, their franchisees and licensees and/or FRANCHISEE Any of the Providers may be changed from time to time A current list of Providers is set forth in Exhibit II attached hereto but is subject to change

R "Provider Agreement" means the non-exclusive master agreement between GLOBAL, or its Affiliates and the EBP Agent (as defined above) that grants GLOBAL, its Affiliates or EBP Agent the right to solicit, quote, offer, and bind insurance and obtain orders for Providers' products and services Provider Agreement also includes the non-exclusive master agreement between GLOBAL and its Affiliates that grants GLOBAL or its Affiliates the right to provide additional financial products and services to customers The Provider Agreements are available for inspection at GLOBAL's main office upon reasonable request of the FRANCHISEE

S "Revenues" means the amount of commissions or fees from insurance services or from other activities of the Agency (including but not limited to those derived from Optional Programs, if any) that GLOBAL and its Affiliates are paid on behalf of FRANCHISEE for products and services purchased by FRANCHISEE's customers, as well as any commissions or fees paid directly to FRANCHISEE Revenues do not include any Bonus Amounts FRANCHISEE receives FRANCHISEE understands that some or all of the Providers have the right to charge different commission rates or change the commission rates at any time in accordance with the terms of their Provider Agreements with GLOBAL, its Affiliates or the EBP Agent

T "SMA Fee" means the monthly fee that FRANCHISEE will pay to Equity One for "support, maintenance and access" to the Agency Software pursuant to the Service Agreement FRANCHISEE will enter into with Equity One The SMA Fee must be paid for each license Only one user can use the software at a time Therefore, if FRANCHISEE will have more than one user using the software at the same time, FRANCHISEE will have to pay a SMA Fee for each such user

U "System" means a specially developed method of operating a business for agents who will specialize in the sale of various forms of insurance or other financial services under the Marks, using certain business formats, methods, procedures designs, marketing and sales procedures, standards and

specification which may be changed, improved, modified and further developed by GLOBAL from time to time

V "Transfer" means and includes any voluntary or involuntary, direct or indirect, assignment, sale, gift conveyance, or other disposition of an Interest including without limitation (a) transfer of any capital stock, partnership interest, limited liability interest or other ownership Interest of FRANCHISEE or its owners, (b) merger, consolidation or issuance of additional stock or ownership interests, (c) transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court, (d) transfer to a personal representative upon disability or transfer upon the death of a Principal Owner, (e) the grant or creation of any lien or encumbrance, or (f) any change of control or management of the Agency

II GRANT OF FRANCHISE

A **Grant of Right to Use System and Marks** Subject to the terms and conditions herein, GLOBAL hereby grants to FRANCHISEE, and FRANCHISEE hereby accepts from GLOBAL, a non-exclusive right to use the System and Marks to open and operate one (and only one) GlobalGreen Insurance Agency to be located at the location listed in Exhibit 1 attached hereto ("Site") If no Site is specified at the time of execution of this Agreement, an appropriate location will be specified when it is determined If a particular Site is not available or if a satisfactory lease for the Site cannot be obtained, GLOBAL will consider alternate Sites, provided that the alternate Sites are subject to GLOBAL'S approval

FRANCHISEE is not granted any exclusive right to operate the Agency in any particular area FRANCHISEE, GLOBAL, its Affiliates and other franchisees or licensees are permitted to solicit customers for the sale of products and services, subject only to the restrictions set forth by any Provider However, FRANCHISEE cannot interfere with customers of GLOBAL, its Affiliates, or their franchisees and licensees GLOBAL and its Affiliates are free to operate or license others to operate GlobalGreen Insurance Agencies anywhere including in close proximity to the Agency

If GLOBAL engages in electronic commerce through any Internet, World Wide Web or other computer network site, and receives inquiries for any insurance products that GlobalGreen Insurance Agencies sell, GLOBAL will refer the person making the inquiry to a GlobalGreen Insurance Agency office, which is in good standing and which is located near the address from which the inquiry was received GLOBAL is not obligated to refer the inquiry to any particular agency, nor is GLOBAL required to determine which office is closest to the address from which the inquiry was received

B **Additional Locations** In order for FRANCHISEE to operate a GlobalGreen Insurance Agency at an additional location, a separate Franchise Agreement must be signed and an Initial Franchise Fee will be required

C **Retained Rights** GLOBAL, on behalf of itself and its Affiliates, reserves all rights not specifically granted to the FRANCHISEE pursuant to this Agreement, including but not limited to the following the right to operate and to franchise or license to third parties the right to operate businesses using the System and Marks or any other system and marks anywhere regardless of the proximity to the Agency, and the rights to sell products or services in any channel of distribution, including but not limited to the Internet, telemarketing or other direct marketing sales and to provide consulting services using the System and Marks Providers are free to open or license others to sell its products and services that may

be competitive with the Agency or in close proximity to the Agency GLOBAL and its Affiliates are not required to pay FRANCHISEE if they exercise any of the rights specified in this Section II

D **Additional Rights of GLOBAL** GLOBAL and its Affiliates may sell themselves, their assets, their proprietary marks and/or their system to a third party, may go public, may engage in a private placement of some or all of its securities, may merge, acquire other corporations or entities, or be acquired by another corporation or entity, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring With regard to any of the above sales, assignments and dispositions, FRANCHISEE expressly and specifically waives any claims, demands or damages arising from or related to the loss of the Marks (or any variation thereof) and System and/or the loss of association with or identification of "GlobalGreen Insurance Agency" as a franchisee under this Agreement GLOBAL and its Affiliates are not required to pay FRANCHISEE if they exercise any of the rights specified above If GLOBAL assigns its rights in this Agreement, nothing herein shall be deemed to require GLOBAL to remain in the insurance business or to offer or sell any products or services to FRANCHISEE

III PROVIDERS

A **Appointment as Subagent** GLOBAL or its Affiliates are authorized agents for various Providers of property and casualty insurance and the EBP Agent will be the authorized agent for various Providers of Employee Benefits Products pursuant to the terms and conditions set forth in various Provider Agreements GLOBAL has the right to use more than one EBP Agent and to change EBP Agents in its sole discretion The terms of the agreements with these EBP Agents may differ and change from time to time

GLOBAL, its Affiliates or the EBP Agent will subcontract a portion of their responsibilities under the Provider Agreements to FRANCHISEE as a Subagent and FRANCHISEE will be permitted to sell insurance of such Providers with GLOBAL, its Affiliate or the EBP Agent being the agent of record with such Providers, however, FRANCHISEE's appointment is conditioned upon (1) Provider's approval of FRANCHISEE, if necessary, and (2) FRANCHISEE's execution of and agreement to be bound by and comply with the terms and conditions set forth in any agreement required by the Provider, if any, and (3) FRANCHISEE's satisfaction of any conditions imposed by the Provider and compliance with all of the requirements imposed by the Provider GLOBAL will advise FRANCHISEE when its appointment of Subagent is effective and FRANCHISEE will be permitted to solicit, quote and bind insurance for those lines of insurance and classes of business permitted by such Providers in accordance with guidelines and conditions imposed by Providers, subject to the right of Providers to amend any such authority with respect to lines of insurance, classes of business, products, coverages or limits, and subject to the rights of the Providers to cancel at any time any policy placed with it

B **Change of Providers, Agreement Subject to Termination** FRANCHISEE acknowledges that GLOBAL and the EBP Agent have the right to add new Providers and/or to cease doing business with any Providers, in GLOBAL'S sole and absolute discretion Also, the Provider may require FRANCHISEE to sign a document in order to become or continue to be a Subagent for the Provider FRANCHISEE recognizes and understands that the Provider Agreements are subject to termination by the Providers and that a Provider may cancel or terminate its relationship with FRANCHISEE Any termination or expiration of a Provider Agreement shall automatically result in a termination of FRANCHISEE's rights as a Subagent of that particular Provider GLOBAL, GLOBAL's Affiliates and the EBP Agent are not liable for any actions of or termination by any Provider

FRANCHISEE understands that some Providers may withhold an appointment, withdraw an appointment, and/or make a partial appointment for specific lines of insurance

C **Controlling Terms** The terms and conditions set forth in this Agreement describe the rights and obligations between GLOBAL and FRANCHISEE Providers are not a party to this Agreement FRANCHISEE is required to comply with the terms of this Agreement and any agreement that a Provider or an EPB Agent require a FRANCHISEE to execute as well as the instructions, policies, rules and regulations that each Provider requires in order to be a Subagent in good standing **Notwithstanding anything contained herein to the contrary, if anything contained in this Agreement conflicts with the obligations imposed on FRANCHISEE pursuant to the requirements of a Provider, the Provider's terms will apply with respect to that Provider, to the extent of any such inconsistency**

IV LOCATION AND LEASE

A **Site Selection and Leasing** Generally, FRANCHISEE shall lease the Site for the Agency from a landlord The Site and lease shall be subject to the consent of GLOBAL and FRANCHISEE, and if necessary, the Provider FRANCHISEE will select the proposed site for the location of the Agency and GLOBAL will advise FRANCHISEE whether the proposed site is acceptable GLOBAL is not responsible for and does not make any warranty regarding the suitability of the site, and GLOBAL's consent to a site means only that the site meets GLOBAL's minimum standards for an acceptable site FRANCHISEE is responsible for investigating the site and having any lease or sale contract for the site reviewed and approved by FRANCHISEE's attorney

B **Relocation** So long as FRANCHISEE is not in default under this Agreement, and provided that none of the Providers prohibit FRANCHISEE from relocating, FRANCHISEE may relocate the Agency with the prior written consent of GLOBAL and the Providers to a location acceptable to GLOBAL in GLOBAL's sole discretion Regardless of the reason for relocating, FRANCHISEE agrees to pay all costs and expenses of relocating the Agency

V INITIAL FRANCHISE FEE

Upon execution of this Agreement, FRANCHISEE will pay GLOBAL an Initial Franchise Fee of Ten Thousand Dollars ($10,000 00) ("Initial Franchise Fee") If FRANCHISEE, after using its best efforts, cannot obtain approval to become a Subagent for at least four (4) Providers that underwrite insurance policies in the area where the Agency is located, within one hundred eighty days (180) days from the date this Agreement is executed, GLOBAL shall have the right to terminate this Agreement In such event, GLOBAL will return to FRANCHISEE seventy percent (70%) of the Initial Franchise Fee paid by FRANCHISEE and may retain thirty percent (30%) of the Initial Franchise Fee paid by FRANCHISEE for lost opportunities and expenses Except as provided herein, the Initial Franchise Fee is not refundable in whole or in part

VI TERM

The term of this Agreement shall commence on the date of this Agreement, and unless sooner terminated in accordance with the provisions hereof, shall expire ten (10) years from the date hereof If FRANCHISEE is in full compliance with the terms of this Agreement, FRANCHISEE shall have the right to renew for four (4) additional terms of ten (10) years each, provided that FRANCHISEE (a) is not

in default under this Agreement, (b) executes the most current franchise agreement being utilized by GLOBAL (which may contain significantly different terms than this Agreement), (c) is able to retain possession of the Site or obtain a new Site acceptable to GLOBAL and Providers, (d) is in good standing as a Subagent with at least four (4) of the Providers that underwrite insurance policies in the area where the Agency is located, (e) if required, at least four (4) of these Providers consent to the renewal, (f) pays GLOBAL a renewal fee of fifty percent (50%) of the then current Initial Franchise Fee, (g) remodels the Agency to meet the current standards of decor as set forth in the Manual, (h) signs a general release, as permitted by applicable law, in a form satisfactory to GLOBAL, of any and all claims against GLOBAL and its Affiliates, and their members, managers, shareholders, officers, directors, employees and agents and (i) complies with the other terms of this paragraph Notwithstanding anything contained herein to the contrary, GLOBAL may, in its discretion, refuse to renew this Agreement if FRANCHISEE has been notified of any default (even if subsequently cured) under this Agreement more than two (2) times during the initial term or more than two (2) times during any renewal term, even if FRANCHISEE is not in default at the time of such renewal FRANCHISEE agrees to give GLOBAL not less than six (6) nor more than eighteen (18) months written notice of an election to renew the franchise, prior to the end of the initial term and GLOBAL will comply with any notice requirements imposed on it by applicable law with regard to renewals If FRANCHISEE fails to give such notice to renew, GLOBAL shall have the right, in its discretion, to treat such failure as an election not to renew the franchise If any termination or expiration of the term of this Franchise Agreement would violate any applicable law, GLOBAL may reinstate or extend the term for the purpose of complying with the law Notwithstanding anything herein to the contrary, if FRANCHISEE continues to operate the Agency following the expiration of this Agreement, the continuation will be a month-to-month extension of this Agreement, unless otherwise set forth in writing All provisions of this Agreement will apply while FRANCHISEE continues to operate the Agreement, however, this Agreement will then be terminable by either party on 30 days written notice to the other party, with all post-termination provisions remaining in effect after such termination

VII FEES

A **Royalty Fee** FRANCHISEE shall pay to GLOBAL a continuing monthly royalty fee of fifteen percent (15%) of the Revenues from the prior month ("Royalty Fee") For example, the monthly Royalty Fees due by September 20th are based on the Revenues collected during the month of August Notwithstanding the foregoing, so long as FRANCHISEE is in full compliance with the terms of this Agreement, if FRANCHISEE achieves Revenues in excess of One Million Dollars ($1,000,000 00) in any calendar year, the Royalty Fees for each month of the immediately following calendar year will be twelve percent (12%) of Revenues instead of fifteen percent (15%) of Revenues If the Revenues in any subsequent calendar year do not exceed One Million Dollars ($1,000,000 00) the Royalty Fees for each month of the following calendar year will return to fifteen percent (15%) of Revenues instead of twelve percent (12%)

B **Administration Fee** FRANCHISEE shall pay to GLOBAL a monthly administration fee of $175 00 per month which is subject to an increase of no more than $25 per month on an annual basis ("Administration Fee")

C **Time and Manner of Payments** Revenues earned by FRANCHISEE on property and casualty insurance shall be as determined by the Providers and paid by the Providers to GLOBAL or its Affiliates, as agent of record Revenues earned by FRANCHISEE on Employee Benefits Products shall be determined by the Providers and generally be paid to the EBP Agent who will deduct the amount the EBP Agent is entitled to retain and pay the balance of such revenues to GLOBAL or its Affiliates The

amount of revenues that the EBP Agent is entitled to retain will be determined in accordance with the agreement regarding same between GLOBAL or its Affiliates and the EBP Agent and will be more fully described in the Manual GLOBAL and its Affiliates shall deduct from the Revenues GLOBAL and its Affiliates collect from the Providers and the EBP Agent on behalf of FRANCHISEE all Royalty Fees, Chargeback amounts, Administration Fees, SMA Fees and any other amounts owed by FRANCHISEE to GLOBAL or its Affiliates, provided that the Chargeback amounts will be reduced by the percentage of Royalty Fee that FRANCHISEE paid on such Chargeback amount (i e , if there is a Chargeback of $500 00 and FRANCHISEE had paid a Royalty of $75 00, the Chargeback would be $425 00) GLOBAL and/or its Affiliates will pay FRANCHISEE, by the 20th of each month, the balance of the amount of Revenue GLOBAL and its Affiliates collected on FRANCHISEE's behalf in the prior month after retaining the Royalty Fee, Chargeback amounts, the Administration Fee, SMA Fee and any other amounts owed by FRANCHISEE to GLOBAL or its Affiliates At such time GLOBAL shall also provide FRANCHISEE with a statement of accounting regarding the Revenues If the Revenues collected by GLOBAL and its Affiliates are not sufficient to cover the monthly Royalty Fee, Chargeback amounts, Administration Fee, SMA Fees and any other amounts owed by FRANCHISEE to GLOBAL, GLOBAL or its Affiliates shall notify FRANCHISEE in writing by the 15th day of said month, and FRANCHISEE will pay the deficiency to GLOBAL by the 20th day of the month If FRANCHISEE receives any payments directly from a Provider, FRANCHISEE shall promptly forward such payment to GLOBAL or its Affiliates

D **Interest on Late Payments** If Royalty Fees, Administration Fees, SMA Fees, Chargeback amounts or any other amounts due are not paid when due, GLOBAL shall have the right to charge interest on late payments equal to the lesser of one and one-half per cent (1 ½%) per month or the maximum legal rate in the jurisdiction where the Agency is located GLOBAL's right to interest is in addition to any other remedies that GLOBAL may have

E **No Right of Offset** FRANCHISEE agrees to make prompt payment, without deduction or set-off, of all charges which are properly due in addition to the Royalty Fees, SMA Fees, Administration Fees and Chargeback amounts set forth above Such payments cannot be withheld on grounds of non-performance by GLOBAL, its Affiliates or the EBP Agent of any obligations hereunder

F **Under-Reporting** If it is found that FRANCHISEE under-reported Revenue, FRANCHISEE will reimburse GLOBAL for the amount of the Royalty Fees that would have been billed had sales been reported accurately, plus interest on those amounts at the rate of the lesser of one and one-half percent (1 ½%) per month or the maximum legal rate in the jurisdiction where the Agency is located In addition, if the amount of Revenues reported for any calendar year are less than Ninety-Eight percent (98%) of the actual Revenues for that period, FRANCHISEE agrees to reimburse GLOBAL for all costs of the investigation or audit that uncovered the under-reported sales, including salaries, professional fees, travel, meals and lodging

G **CSR Fee** If FRANCHISEE wants to have our affiliate, Equity One Insurance Agency, L L C , provide customer service representative support and Equity One Insurance Agency, L L C is willing to do so, FRANCHISEE will pay Equity One Insurance Agency, L L C a CSR Fee The CSR Fee is an hourly fee based on the number of hours and the representative(s) providing the assistance Currently, the CSR Fee ranges from $50 to $100 per hour per representative Equity One Insurance Agency, L L C has the right to change the CSR Fee at any time upon 30 days prior written notice to FRANCHISEE Further, Equity One Insurance Agency, L L C has the right to discontinue this program at any time

H **Taxes** FRANCHISEE agrees to indemnify and/or reimburse GLOBAL and our Affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the Agency or the license of any of GLOBAL or its Affiliates' intangible property to FRANCHISEE (whether required to be paid by GLOBAL or its Affiliates, withheld by FRANCHISEE or otherwise) FRANCHISEE's obligation to indemnify or reimburse GLOBAL or its Affiliates for these taxes does not extend to income-type taxes which a state or local government imposes on GLOBAL or its Affiliates' income

VIII ADVERTISING

A **FRANCHISEE's Own Advertising** FRANCHISEE must submit all of its own advertising and sale promotion materials to GLOBAL or its advertising agency, for prior consent at least twenty (20) days prior to use If FRANCHISEE does not receive written disapproval within twenty (20) days after GLOBAL or its advertising agency receives the material, it is deemed approved FRANCHISEE shall not advertise or use in advertising or other form of promotion, the Marks of GLOBAL or GLOBAL's affiliates without the appropriate copyright, trademark, and service mark registration symbols for those Marks FRANCHISEE may not advertise its services or use the Marks on the Internet except with GLOBAL's prior consent Any and all such advertising on the Internet shall be pre-approved by GLOBAL and on terms specified by GLOBAL

B **Directories** GLOBAL may require FRANCHISEE to list and advertise the Agency in directories or other media, from time to time, as GLOBAL determines, such as the principal regular (white pages), classified (yellow pages) telephone directories, distributed within the area the Agency is located, or through other forms of advertising, including, but not limited to portions of the internet FRANCHISEE must use GLOBAL's standard form of listing and classified directory advertisements

IX OBLIGATIONS OF GLOBAL

A **Initial Training** GLOBAL will provide an initial training program for the operation of a GlobalGreen Insurance Agency using the System and Marks of GLOBAL for the Principal Owner and/or the manager The initial training program is furnished after this Agreement is executed and prior to the opening of the Agency and will be furnished at such time and place as GLOBAL may designate FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it and its employees in attending this program If FRANCHISEE chooses to have the initial training program conducted at the Site, and if GLOBAL (in its sole discretion) is willing to conduct the program at the Site, FRANCHISEE will be required to pay GLOBAL an additional fee of $7,000 plus the travel, meals, and lodging expenses of the trainers If FRANCHISEE wants any additional training beyond this initial training program, FRANCHISEE must pay GLOBAL $1,000 per day or partial day per trainer and all travel, meals, and lodging expenses of the trainers

FRANCHISEE's Principal Owner and/or designated manager must attend and satisfactorily complete the training program before opening the Agency If FRANCHISEE's Principal Owner and/or manager do not satisfactorily complete the training program, GLOBAL shall have the right to terminate this Agreement Satisfactory completion of the training program is, however, no assurance of the success of the Agency If FRANCHISEE currently operates a GlobalGreen Insurance Agency, the training program is not mandatory

B **Subsequent Training** GLOBAL will offer training for new employees, who are not initially trained pursuant to this Agreement, and GLOBAL shall be permitted to charge a reasonable fee for such training GLOBAL may also provide refresher programs to experienced managers GLOBAL reserves the right to designate certain training programs or meetings as mandatory GLOBAL may elect to make a reasonable charge for any training provided after the opening of the Agency A FRANCHISEE or its employees must pay the compensation of the trainee as well as such trainee's travel, lodging and personal expenses

C **Continuing Advisory Assistance** GLOBAL will make available such continuing advisory assistance in the operation of the Agency, rendered in such manner and available from time to time, as GLOBAL may deem appropriate GLOBAL reserves the right to charge a reasonable fee for such assistance

D **Accounting of Revenues** GLOBAL or its Affiliates will administer and allocate the revenues GLOBAL, its Affiliates, FRANCHISEE and GLOBAL's franchisees receive and attribute these revenues to sales made by GLOBAL, its Affiliates, their franchisees and FRANCHISEE FRANCHISEE is solely responsible for the accuracy of the information it provides to GLOBAL and its Affiliates If FRANCHISEE fails to input information or incorrectly input information in the Agency Software and the Affiliate does not have adequate information in which to determine where to disburse the Commissions, the amount of these funds is placed in the Orphan Account Each month the Affiliate will send FRANCHISEE a list of the transactions generating the funds in the Orphan Account so FRANCHISEE can, if necessary, input or correct the information FRANCHISEE has put into the Agency Software and redeem its unclaimed amounts After 6 months, any amount which remains unclaimed in the Orphan Account, is forfeited to the Affiliate to compensate them for the administrative burden of holding the unclaimed amounts and compiling and sending out the list of unclaimed transactions to GLOBAL's franchisees

X OBLIGATIONS OF FRANCHISEE

A **Agency Opening and Construction** FRANCHISEE agrees to begin operation of the Agency within six (6) months after this Agreement is accepted by GLOBAL FRANCHISEE will construct and equip the Agency in accordance with specifications prepared by FRANCHISEE, subject to GLOBAL's right to consent to such specifications, signage, layout and design and equipment The cost of plans and specifications shall be borne by FRANCHISEE GLOBAL's consent shall be limited to review of such plans to assess compliance with GLOBAL's design standards for GlobalGreen Insurance Agencies, including such items as trade dress, presentation of Marks, and the provision to the potential customer of certain products and services that are central to the functioning of the Agency Such review is not designed to assess compliance with federal, state or local laws and regulations, including the Americans with Disabilities Act ("ADA"), as compliance with such laws is the sole responsibility of FRANCHISEE Opening may be delayed only if such delay is caused by contingencies not within the control of FRANCHISEE, such as, acts of God, governmental restrictions, strikes or labor disputes, about which GLOBAL is notified within a reasonable period of time of such delay FRANCHISEE shall use its best efforts to cure any such delay and any such delay in completion shall be for a period of days equal to the number of days during which such event actually prevents completion In such event, FRANCHISEE shall notify GLOBAL of any such delay in writing Since FRANCHISEE is solely responsible for complying with the requirements of the ADA and other matters affecting or relating to the construction and design of the Agency in all respects, nothing contained herein or in the Manual shall be construed as or implied as imposing any obligation on GLOBAL or its Affiliates in relation to the ADA or other matters relating to the construction or design of the Agency

B **Use of Name and System** FRANCHISEE shall during the term of this Agreement, operate, advertise and promote its business under the Marks without prefix or suffix and to adopt and use the Marks and System licensed hereunder solely in the manner prescribed by GLOBAL, and agrees to identify its Agency with a sign in compliance with applicable local ordinances and approved by GLOBAL Notwithstanding the foregoing, if necessary under applicable state law and upon written notice to FRANCHISEE, GLOBAL will permit FRANCHISEE to operate its Agency under the Marks with a geographic identifier For example, GobalGreen Insurance Agency of South St Louis

C **Compliance with Laws** FRANCHISEE shall operate the Agency in compliance with applicable laws and governmental regulations affecting FRANCHISEE'S business operations, and in compliance with the standards and requirements as may be prescribed by the Providers and in accordance with the operational standards as may be established by GLOBAL and/or the Providers from time to time It shall be considered a default under this Agreement if FRANCHISEE is not in compliance with any of the Provider's standards and requirements even if Provider has not taken any action against FRANCHISEE At all times FRANCHISEE shall comply with all federal, state, municipal, and local laws, rules, regulations, ordinances, and codes applicable and related to this Agreement, the Agency, and all aspects of the conduct of the Agency FRANCHISEE shall obtain all licenses and permits required by any applicable federal, state, municipal, and local law, rule, regulation ordinances and code FRANCHISEE shall make timely filings of all tax returns and shall pay when due all taxes levied or assessed on, and related to this Agreement and the Agency At no time is GLOBAL required to inform FRANCHISEE of any federal, state, municipal, or local law, rule, regulation, ordinance code, or tax

D **Standards of Operation** The Agency shall provide all usual and customary services of an insurance agent on all insurance policies placed with Providers FRANCHISEE shall pay all expenses

in connection with the opening and operation of the Agency FRANCHISEE shall submit to GLOBAL or the Provider all applications and report to GLOBAL and Provider all policies and coverages as required by the Provider FRANCHISEE shall not exceed the scope of its authority as contained in this Agreement and shall not change or waive any provision of any policy, shall not extend the time of any premium due date, and shall not compromise, adjust or settle any claim against any Providers, other than as specifically authorized by the Provider in writing The Agency must conform with the mandatory standards relating to signage, appearance, cleanliness, sanitation, types of products and displays and type of equipment as designated by GLOBAL In addition, the Agency shall be equipped with appropriate computer hardware and software, high speed internet connection, telephone system and facsimile machine that is approved by GLOBAL and a functioning email address FRANCHISEE must comply with GLOBAL's specifications for hardware and software, which may be changed by GLOBAL from time to time FRANCHISEE's Agency shall be open for business during normal business hours prevailing in the community where located FRANCHISEE agrees to offer such products and services required by GLOBAL and only those products and services permitted by GLOBAL FRANCHISEE will not conduct any business or sell any products other than those approved by GLOBAL FRANCHISEE shall keep the premises clean and provide prompt and courteous service to its customers FRANCHISEE agrees to and shall take all steps as are necessary to ensure that its employees treat all customers fairly and provide services hereunder in an honest, ethical, and non-discriminatory manner FRANCHISEE shall not advertise in a deceptive, misleading, or unethical manner and agrees to render prompt and courteous service, and meet such minimum standards as GLOBAL or its Providers may establish from time to time FRANCHISEE will also comply with any and all standards or requirements prescribed by the Providers and the requirements of any Optional Programs for which FRANCHISEE participates FRANCHISEE understands and acknowledges that GLOBAL has the right to contact any and all of FRANCHISEE's Customers to determine if FRANCHISEE is compliance with the terms of this Agreement at any time during and after the term of this Agreement In addition, GLOBAL can send FRANCHISEE's Customers a satisfaction survey

E **Security and Safety Procedures** FRANCHISEE is solely responsible to take appropriate security and safety measures to protect employees, customers, those engaging in business with FRANCHISEE, those coming on the premises of the Agency and the general public at large GLOBAL does not in any way share any of that responsibility

F **Actual Participation** FRANCHISEE recognizes the importance of the Principal Owner's participation in the management of the Agency and that the Principal Owner's agreement to so participate in the management of the Agency is a material inducement for GLOBAL to enter into this Agreement Therefore, FRANCHISEE agrees that its Principal Owner is required to use his or her best efforts and is personally responsible for the management of the Agency on a day-to-day basis, unless otherwise approved by GLOBAL GLOBAL, in its sole discretion, may permit FRANCHISEE to hire a qualified manager to operate the day-to-day affairs of the Agency, however, the Principal Owner must remain actively involved in the operations and management of the Agency The Principal Owner is required to carefully monitor and be responsible for the performance of anyone designated to manage the operation of the Agency The designated manager who will operate the business must also satisfactorily complete GLOBAL's training program Supervisory and all other licensed personnel, including the designated manager of FRANCHISEE, are required to sign an agreement regarding confidentiality and non-solicitation in a form similar to the one set forth in Exhibit III of this Agreement FRANCHISEE shall send GLOBAL a copy of the signed confidentiality and non-solicitation agreement within ten (10) days of the date of hire

G **Staffing** FRANCHISEE shall maintain a competent, conscientious, and trained staff FRANCHISEE shall be solely responsible for all employment decisions and functions of the Agency including, without limitations, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees, and FRANCHISEE shall inform its employees as to such requirements GLOBAL may refer or recommend employees that may be hired by FRANCHISEE, however, GLOBAL is not liable or responsible for any acts or omissions of such persons, nor does GLOBAL warrant their suitability or qualifications FRANCHISEE is responsible for investigating any potential employee and making its own independent judgment as to whether or not hire them

H **Insurance** FRANCHISEE agrees to maintain at all times at its sole expense such insurance in minimum policy limits, coverage, and endorsements as GLOBAL or any Provider designates The following sets forth the minimum policy limits and coverage and endorsement GLOBAL currently requires FRANCHISEE must carry a Business Owners policy to provide both business personal property and liability protection for the Agency This policy must be purchased under GLOBAL's BOP Program FRANCHISEE must be underwritten and qualify for the BOP Program The policy must be endorsed to extend hired and non-owned auto coverage to FRANCHISEE's Agency The coverage limits for the Agency's personal property will depend on the value of these assets The minimum liability limits are required to be $1,000,000 per occurrence and $2,000,000 aggregate FRANCHISEE must also carry a Professional Liability or Errors & Omissions policy This policy must be purchased prior to opening the Agency It will extend protection to the Agency relative to FRANCHISEE's professional interactions with its clients The minimum liability limits on this protection are required to be $1,000,000 per occurrence and $2,000,000 aggregate This policy must be purchased under GLOBAL's E & O Program FRANCHISEE must be underwritten and qualify for the E & O Program GLOBAL has the right to require FRANCHISEE to reasonably increase the minimum insurance requirement annually and require different or additional kinds of insurance from time to time, as GLOBAL determines

FRANCHISEE may also want to consider purchasing Directors and Officers protection GLOBAL strongly suggests that FRANCHISEE purchases data breach coverage if available The data breach coverage may be mandatory in the future FRANCHISEE may also want to consider purchasing Workers Compensation Insurance based on the laws in the state where the Agency is located and whether FRANCHISEE has any employees Finally, there are coverages available either as stand-alone policies or as endorsements on the business owner's policy which FRANCHISEE may consider purchasing to protect the interests of the Agency Employment Practices Liability, Employee Theft, Liquor Liability and other optional coverages should be researched thoroughly by FRANCHISEE and contrasted with the practices of the Agency so that FRANCHISEE may make an informed decision regarding their purchase

All insurance policies must be issued by one or more insurance carriers with an A M Best rating of B++ or higher All liability insurance policies required must name GLOBAL, Equity One, EBP Agent and their designated Affiliates, as additional insureds, on a primary and non-contributory basis, must contain endorsements waiving rights of subrogation, where permitted by law The policies must also provide that those named receive 30 days prior written notice of termination, expiration, cancellation or modification of any policy and 10 days' notice of non-payment of any premium Any provision stating that the insurance company will "endeavor to" notify FRANCHISEE must be changed to provide that the insurance company will notify the additional insured in the event of any of the foregoing events Some landlords may also require FRANCHISEE to list them as an additional insured

FRANCHISEE shall each year provide GLOBAL with a certificate or other evidence of insurance If FRANCHISEE fails to maintain such insurance, GLOBAL may procure such insurance on behalf of FRANCHISEE, and shall be entitled to reimbursement from FRANCHISEE, in addition to any other rights and remedies under this Agreement However, GLOBAL is not obligated to obtain such insurance on behalf of FRANCHISEE

Regardless of the amounts set forth above, it shall be the responsibility of FRANCHISEE to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement FRANCHISEE should determine if additional insurance is necessary through consultation with its advisors, and FRANCHISEE recognizes that the recommended levels are merely minimum requirements Failure of FRANCHISEE to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement FRANCHISEE'S obligation to obtain and maintain the insurance described is not limited in any way by reason of any insurance maintained by GLOBAL, nor does FRANCHISEE'S performance of the obligations relieve FRANCHISEE of any obligations under this Agreement

I **Inspections and Audits** FRANCHISEE shall permit representatives or agents of GLOBAL and Providers to enter the Site with or without notice during regular business hours to inspect the Agency premises and business Further, FRANCHISEE shall permit representatives or agents of GLOBAL and Providers to audit FRANCHISEE's operations including all books and records FRANCHISEE grants GLOBAL permission to examine all records of any Providers from whom FRANCHISEE has made purchases GLOBAL's retention and exercise of the right to approve certain matters, to inspect the Agency and its operation and to enforce its rights, exists only to the extent necessary to determine if FRANCHISEE is in compliance with the terms of this Agreement and to protect GLOBAL's interest in the System and Marks for the benefit of GLOBAL, its Affiliates and all GlobalGreen Insurance Agencies Neither the retention nor the exercise is for the purpose of establishing any control, or the duty to take control, over those matters which are clearly reserved to FRANCHISEE, nor shall they be construed to do so The right to audit pursuant to this provision survives the expiration or termination of this Agreement GLOBAL shall have the right to obtain credit report or criminal background report on FRANCHISEE or its owners any time during the term of this Agreement and FRANCHISEE and its owners will take whatever steps are necessary in order for GLOBAL to obtain these reports

J **Cooperation for Financial Performance Representations** FRANCHISEE shall maintain its books and records in accordance with generally acceptable accounting principles, consistently applied If GLOBAL at any time desires to utilize an earnings claim, financial performance representations or similar document in connection with the sale of franchises, FRANCHISEE agrees to provide GLOBAL, at no cost, with such reasonable information as GLOBAL requires from FRANCHISEE in order to properly prepare such documents, and shall permit GLOBAL to utilize such information as it deems necessary

K **Innovations, etc** All innovations, ideas, concepts, techniques, or materials concerning a GlobalGreen Insurance Agency, whether or not protectable intellectual property and whether created by or for FRANCHISEE, its owners, employees, or independent contractors, must be promptly disclosed to GLOBAL and will be deemed to be GLOBAL's sole and exclusive property, part of the System, and works made-for-hire for GLOBAL To the extent any item does not qualify as a "work made-for-hire" for GLOBAL, FRANCHISEE must assign ownership of that item and all related rights to that item, to

GLOBAL and must take whatever action (including signing assignment or other documents) GLOBAL requests to show its ownership or help GLOBAL obtain intellectual property rights in the item

L **Remodeling** GLOBAL may require FRANCHISEE to make such capital expenditures as are necessary to remodel the Agency to reflect the then current standards of a GlobalGreen Insurance Agency Compliance with such standards may be an ongoing obligation of FRANCHISEE, and may be a condition of consent to renewal of this Agreement, or consent to an assignment of this Agreement

M **Financial and Other Reports** FRANCHISEE shall maintain and preserve for at least five (5) years (or longer if required by applicable law or any Providers) from the dates of their preparation, full, complete and accurate books, records and accounts of business transacted by the Agency, in accordance with generally accepted accounting principles or in the form and manner prescribed by GLOBAL and/or Providers from time to time FRANCHISEE shall compile monthly financial reports during the term of this Agreement FRANCHISEE shall send to GLOBAL any information or reports, such as tax returns, as GLOBAL may reasonably request within 2 weeks of the request No later than January 30 of each year, FRANCHISEE shall send GLOBAL a report certifying the names, addresses, and percentage ownership of each owner of the FRANCHISEE

N **Optional Programs** GLOBAL may expand their product and service offerings and allow qualified franchisees to offer these new products and services ("Optional Programs") An Optional Program is another service or product which, if FRANCHISEE accepts it, may be a part of the products and services FRANCHISEE provides in the Agency FRANCHISEE does not have to accept an Optional Program, however, if FRANCHISEE does, FRANCHISEE may be required to take additional training at a reasonable fee and to make specified purchases in connection with this Optional Program Once FRANCHISEE accepts an Optional Program, the Optional Program will be subject to each of the terms and conditions of this Agreement, except as otherwise provided as part of the Optional Program which FRANCHISEE must agree to prior to accepting to participate in the Optional Program GLOBAL has the right to permit or exclude FRANCHISEE from participation in any Optional Programs, in GLOBAL's sole and absolute discretion, and has the right to impose the terms and conditions relating to the Program Any Optional Programs will be described in greater detail in the Manual

O **Licensure, Etc** FRANCHISEE or its Principal Owner must at all times maintain valid insurance licenses, resident, non-resident, and surplus lines, as applicable, and comply with any countersigning and commission sharing requirements imposed by GLOBAL or Provider, and must comply with commission sharing requirements when writing risks outside of FRANCHISEE'S resident state

P **Agency Software** FRANCHISEE is required to use the Agency Software in the operation of its Agency FRANCHISEE will enter into a Service Agreement with Equity One simultaneously with entering into this Agreement Pursuant to this Service Agreement, Equity One will sublicense to FRANCHISEE its rights to access and use the Agency Software so long as FRANCHISEE is in compliance with the terms of this Agreement and the Service Agreement In addition, this Agreement will provide that FRANCHISEE will pay a SMA Fee Notwithstanding the foregoing, FRANCHISEE understands and acknowledges that GLOBAL has the right to change, modify, substitute, upgrade, or add different computer software and hardware In any event, FRANCHISEE shall always be in compliance with the current requirements for computer hardware and software and make any such changes at its sole expense

Q **Annual Franchisee Meetings** GLOBAL may require FRANCHISEE (or its Principal Owner) to attend, at FRANCHISEE'S expense, at least one franchise meeting per year at a location selected by GLOBAL GLOBAL will not require attendance at any such meetings for more than 3 days during any calendar year

XI PROPRIETARY MARKS

A **Right to Use Marks** GLOBAL hereby grants to FRANCHISEE a license to use the Marks during the term of this Agreement in accordance with the System FRANCHISEE acknowledges that the Marks are valid service and/or trademarks, which are licensed to GLOBAL by its Affiliate, Equity One FRANCHISEE recognizes that valuable goodwill is attached to the Marks, and that it will use same only in the manner and to the extent specifically licensed by this Agreement Any goodwill arising out of FRANCHISEE's use of the Marks inures to the benefit of GLOBAL and GLOBAL's Affiliates FRANCHISEE further acknowledges that the right to use said Marks and the grant contained in this Agreement is non-exclusive, and that GLOBAL and/or its Affiliates, in their sole discretion, have the right themselves to operate businesses under said Marks on any terms and conditions GLOBAL deems fit Any unauthorized use of the Marks by FRANCHISEE is a breach of this Agreement and an infringement of the rights of GLOBAL and its Affiliates All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols hereafter authorized for use by and licensed to FRANCHISEE

B **Contest of Marks** FRANCHISEE will not directly or indirectly contest or aid in contesting the validity or ownership of the Marks, trade secrets, methods, procedures and advertising techniques which are part of the System, or contest GLOBAL's and GLOBAL's Affiliates' rights to register, use or license others to use such names and Marks, trade secrets, methods, procedures and techniques FRANCHISEE will not at any time (whether during the term of this Agreement or after expiration or termination thereof) directly or indirectly commit an act of infringement FRANCHISEE agrees to promptly notify GLOBAL of any claim, demand, or suit based upon or arising from any attempt by anyone else to use the Marks, or any colorable variation thereof GLOBAL or GLOBAL's Affiliates shall have the sole discretion to determine if they will defend the use of the Marks, and they are not obligated to defend the Marks GLOBAL or GLOBAL's Affiliates have the right to control any administrative proceeding or litigation involving the Marks FRANCHISEE shall execute any and all instruments and documents, render assistance, and do such acts as may, in the opinion of GLOBAL's counsel, be necessary or advisable to protect the interests of GLOBAL or its Affiliates in any such litigation, or proceedings, or to otherwise protect and maintain the interest of GLOBAL or its Affiliates in the Marks

C **Prohibition on Use of Name** FRANCHISEE will not use any of the Marks or the name "GlobalGreen" or "GlobalGreen Insurance Agency" as part of its corporate name with any prefix, suffix, or other modifying words, terms, designs or symbols FRANCHISEE shall, however, identify itself as a GlobalGreen Insurance Agency franchisee, solely with the Marks licensed by GLOBAL to FRANCHISEE hereunder FRANCHISEE shall not incur any obligations or indebtedness except in FRANCHISEE's name Further, FRANCHISEE shall not use GLOBAL's name or Marks (or any marks or names confusingly similar thereto) as an Internet domain name or an email address in the content of any Web Site

D **Change of Marks** GLOBAL shall have the right to change the Marks to be used by FRANCHISEE at any time and for any reason it deems appropriate FRANCHISEE shall pay the costs

associated with such change and shall make such necessary changes promptly

E **Use of Marks on the Internet** FRANCHISEE acknowledges that GLOBAL or its Affiliates are the owner of the following Internet addresses (URL) *www equityoneinsurance com, www globalgreeninsuranceonline com, www globalgreeninsuranceagent com, www ggiausa com, and www globalgreeninsuranceagency com*, and unconditionally disclaims any ownership interest in them or any similar Internet addresses that GLOBAL may use from time to time FRANCHISEE agrees not to register any Internet address name under any Internet domain, class or category that contains the word "GlobalGreen" or "GlobalGreen Insurance Agency" or any abbreviation, acronym or variation of those words GLOBAL retains the sole right to advertise on the Internet and create a Web site using any of the Marks or any variation of the Marks GLOBAL retains the right to pre-approve FRANCHISEE's use of linking and framing between FRANCHISEE's Web pages and all other Web sites FRANCHISEE shall, within five (5) days after a request by GLOBAL, dismantle any frames and links between FRANCHISEE's Web pages and any other Web sites You may not use any of the Marks on the Internet except after obtaining our consent Further, you may not use the Marks (or any marks or names confusingly similar to the Marks) as a user or account name, or in the content of any world wide website, including any social media website (such as LinkedIn, Facebook or Twitter) without our consent

F **Use of Providers' and Affiliates' Trademarks and Service Marks** FRANCHISEE is permitted to use the trademarks and service marks of Providers only in accordance with the terms of the Provider Agreements FRANCHISEE is not permitted to use the trademarks and service marks of any Affiliates other than the Marks, however FRANCHISEE is permitted to use the Marks in accordance with the terms of this Agreement

XII CONFIDENTIAL INFORMATION AND TRADE SECRETS

FRANCHISEE acknowledges that the trade secrets, information, ideas, research, methods, manuals, procedures, systems, improvements and copyrighted materials, including the Manual, owned or developed by or licensed to GLOBAL or its Affiliates, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, are and shall remain the sole and exclusive property of GLOBAL and its Affiliates The foregoing are provided or revealed to FRANCHISEE in trust and confidence Any and all information, knowledge and know-how not generally known in the business about the System and products, specifications, standards, methods, procedures, sales and marketing material, systems, procedure and techniques, knowledge of and experience in operating a GlobalGreen Insurance Agency, all Customer lists (whether handwritten, printed, or in electronic form), including, but not limited lists containing the identities, addresses, telephone, and/or e-mail addresses for those Customers, and all information concerning the financial data, customer accounts, client specific information, work product performed for any customer or client, work product documents and records, specific strategies and other information or material which GLOBAL may designate as confidential ("Confidential Information and Trade Secrets") shall be deemed confidential for purposes of this Agreement It is understood and agreed that the Confidential Information and Trade Secrets, if used by other persons, firms or corporations, give them a substantial competitive advantage which is presently enjoyed by GLOBAL, its Affiliates and GLOBAL's franchisees FRANCHISEE shall not, during the term of this Agreement, or after Transfer or expiration or termination of this Agreement for any reason, communicate or divulge to anyone or use any Confidential Information and Trade Secrets, nor shall FRANCHISEE disclose, use or divulge in whole or in part any Confidential Information and Trade Secrets, unless such information is generally known and in the public domain, and except to the extent necessary to operate the Agency All employees of FRANCHISEE will exercise the

highest degree of diligence and make every effort to maintain the absolute confidentiality of all Confidential Information and Trade Secrets and proprietary rights during and after the term of this Agreement

XIII NON-SOLICITATION AND NON-COMPETITION

The following provisions shall be applicable to the extent they are not prohibited by any Provider If any provision is not permitted by Provider, the non-permitted activity shall not be applicable to the Provider prohibiting same, but shall otherwise remain applicable

A **Competing Business During the Term of This Agreement** FRANCHISEE acknowledges that GLOBAL is making its knowledge, know-how, and expertise available to it for the purpose of operating the Agency FRANCHISEE agrees that it would be an unfair method of competition to use or duplicate or to allow others to use or duplicate any of the knowledge, know-how and expertise received by FRANCHISEE for any reason other than for the operation of the Agency under this Agreement FRANCHISEE further recognizes the importance of devoting substantial time and energy to Agency FRANCHISEE, therefore, agrees that during the term of this Agreement, unless FRANCHISEE has the prior written consent of GLOBAL, FRANCHISEE shall not directly or indirectly, through itself or through corporations, partnerships, limited liability companies, trusts, associations, joint ventures, unincorporated businesses, or otherwise perform any services for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any business that offers or sells insurance, except as a duly licensed franchisee of GLOBAL

B **Non-Competition After Term** For one (1) year after the Transfer, expiration or termination of this Agreement for any reason or the entry of final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE shall not directly or indirectly, through corporations, partnerships, limited liability companies, trusts, associations, joint ventures, unincorporated businesses have any financial, beneficial or equity interest in, or be an employee of, any business in which offering and selling insurance is its principal business within the "Geographical Scope" (except for other outlets franchised from GLOBAL to FRANCHISEE) Ownership of less than five percent (5%) in a publicly traded company will not be deemed to be prohibited by this paragraph The Geographical Scope of this restriction shall cover the area within a twenty-five (25) mile radius of the Agency including the Agency Site

C **Non-Solicitation** FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE shall not in any manner or in any capacity, directly or indirectly, for himself/herself or any other person or entity

(1) to contact or attempt to contact any Customer for any reason other than providing services pursuant to this Agreement, including but not limited to notifying the Customer of FRANCHISEE'S new affiliation or employment, to encourage, induce, or to attempt to sell any product or service to any Customer which is similar to or competitive with any product or service offered by GLOBAL or its Affiliates, or otherwise interfere with or take away any Customers or the business of any such Customer, or

(2) to solicit or attempt to solicit for hire any employee of GLOBAL, its Affiliates or their franchisees or interfere with the relationship between GLOBAL, its Affiliates or their franchisees and any of its employees, agents or suppliers

D **Reasonableness of Restrictions** GLOBAL intends to restrict the activities of FRANCHISEE under Sections XII and XIII of this Agreement only to the extent necessary for the protection of GLOBAL and its Affiliates' and franchisee's legitimate business interests as well as the entire System Each of the foregoing covenants shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of reasonableness and equity In addition to any other remedies available at law or equity, GLOBAL shall have the right to injunctive relief for a breach or threatened breach of Section XII and/or XIII

The terms of the non-competition set forth above are assignable by GLOBAL and shall inure to the benefit of GLOBAL, as well as its successors and assigns In the event of any assignment, sale, merger or change in ownership or structure of GLOBAL, the resulting entity shall step into the place of GLOBAL, without any additional consent of or notice to FRANCHISEE, as if the term GLOBAL was defined in this Agreement to include such entity

FRANCHISEE acknowledges that these covenants and agreements relating to non-competition and non-solicitation are material inducements for GLOBAL to enter this Agreement, and that it is essential that FRANCHISEE comply with the terms hereof, even in the absence of another franchisee within the Geographical Scope FRANCHISEE acknowledges and understands that, among other things, GLOBAL enters into this Agreement so that either GLOBAL, an Affiliate of GLOBAL, or another franchisee, as appropriate, shall have the opportunity to establish a presence in such Geographical Scope subsequent to the termination, Transfer or expiration of the relationship created by this Agreement , and that FRANCHISEE'S failure to comply with the terms hereof shall materially hinder the ability of GLOBAL, its Affiliates, and/or another franchisee to do so Therefore, FRANCHISEE acknowledges and agrees that the absence of a presence by GLOBAL an Affiliate of GLOBAL, or another franchisee in a particular geographic area in which FRANCHISEE'S activities would be restricted pursuant to the terms of this Agreement shall not serve as a defense to enforcement of any provision of this Agreement

XIV DEFAULT AND TERMINATION

A Termination By GLOBAL

1 With 30 Day Notice and 30 Day Opportunity to Cure GLOBAL may at its option, and without prejudice to any other rights or remedies provided for in this Agreement or at law or in equity, terminate this Agreement for "good cause" Notwithstanding the foregoing, if applicable state law permits, GLOBAL has the right to terminate earlier if the "good cause" constitutes a default which is not curable Without limitation as to other situations, good cause for termination also exists if FRANCHISEE or any guarantor of this Agreement

(1) Does not substantially perform all of the lawful terms, conditions, and obligations of this Agreement, the mandatory obligations under the Manual or the rules or requirements of the Providers, or

(2) Loses possession of the premises at which the Agency is located and fails to secure a suitable site for relocation which GLOBAL consents to within three (3)

months thereafter, or defaults under the terms of its lease for the premises, or

(3) Misrepresents Revenue that FRANCHISEE is required to report to GLOBAL or diverts or collects any fees directly from Providers or customers without forwarding such collections to GLOBAL,

(4) Loses any permit or license which is a prerequisite to the operation of the Agency for a period of five (5) days, or

(5) Repeatedly fails or refuses to comply with the lawful provisions of this Agreement, (i e , 3 or more times in any twelve (12) month period) whether or not such failures or refusals are corrected after notice Notwithstanding anything herein to the contrary, FRANCHISEE does not have a 30 day opportunity to cure this default, or

(6) Misuses the Marks or Confidential Information and Trade Secrets, or

(7) Engages in conduct which reflects unfavorably, in GLOBAL's opinion, upon the operation, maintenance, goodwill and/or reputation of the franchise system or the Agency, including, but not limited to, conviction or pleading no lo contendere to a crime involving dishonesty, breach of trust, breach of fiduciary duty, or similar acts

(8) Is adjudged bankrupt, becomes insolvent, or makes a general assignment for the benefit of creditors (subject to Section XIV A 3 (d) below), or

(9) Commits any other act which constitutes good cause under applicable state law or court decisions, or

(10) Fails to provide GLOBAL with the reports of sales and other financial information as required under the this Agreement, or

(11) Fails to keep the Agency open for a period of seven (7) consecutive days without justifiable cause, or

(12) Fails to pay its lawful debts and taxes when same become due, or

(13) Surrenders or transfers control of the operation of the Agency (including entering into a management arrangement with any person not a party to this Agreement), or makes a Transfer of Interest in violation of this Agreement, or

(14) Loses its rights to be a Subagent for an acceptable number of Providers An acceptable number of Providers is a minimum of four (4) of the Providers that underwrite insurance policies in the area where the Agency is located, or

(15) Has its license to engage in the business of insurance suspended or revoked by any regulatory authority

Subject to applicable law and except as otherwise provided in this Agreement, GLOBAL will give FRANCHISEE at least thirty (30) days prior written notice of termination, [unless a longer period of time is required or shorter period of time is permitted by applicable state law] The notice shall state the reason(s) for termination and shall provide that FRANCHISEE has thirty (30) days from the date of said notice to correct any claimed deficiency If the deficiency is corrected within thirty (30) days, the notice shall be void If the deficiency is not corrected within said thirty (30) day period, GLOBAL has the right to terminate this Agreement immediately upon written notice to FRANCHISEE

2 With 10 Day Notice and 10 Day Opportunity to Cure GLOBAL may also terminate this Agreement for non-payment of sums due to GLOBAL or GLOBAL's Affiliates or suppliers or the failure of FRANCHISEE to open the Agency for business six (6) months after GLOBAL's acceptance of this Agreement If termination is based on the foregoing, FRANCHISEE shall be entitled to written notice of default, but GLOBAL shall [if permitted by applicable law] be required to grant FRANCHISEE only ten (10) days to remedy such default If the deficiency is corrected within the ten (10) days, the notice will be void If the deficiency is not corrected within the ten (10) day period, GLOBAL has the right to terminate this Agreement immediately upon written notice to FRANCHISEE

3 Without Notice and Without Opportunity to Cure Notwithstanding anything contained herein to the contrary, if state law permits, GLOBAL shall be permitted to terminate the franchise immediately and without notice when the basis or grounds for cancellation is (a) conviction of a felony or any other criminal misconduct which, in GLOBAL's opinion, materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise, (b) fraudulent activity which, in GLOBAL's opinion, materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise, (c) abandonment of the franchise, (d) bankruptcy or insolvency of FRANCHISEE, (e) the giving of more than two (2) no account or insufficient funds checks to GLOBAL or its Affiliates within a twelve month period, (f) failure to obtain approval to become a Subagent for at least four (4) of the Providers that underwrite insurance policies in the area where the Agency is located within 90 days of signing this Agreement, (g) any other act or omission which permits termination without notice and/or an opportunity to cure under applicable state law, (h) makes any material misrepresentation or omission in the information provided to GLOBAL in order for FRANCHISEE to purchase the franchise or breaches any of the representations in this Agreement, or (i) termination of any other agreement between FRANCHISEE and GLOBAL or its Affiliates including, but not limited to the Service Agreement FRANCHISEE acknowledges that this constitutes written notice that FRANCHISEE's failure to obtain approvals from at least four (4) of the Providers that underwrite insurance policies in the area where the Agency is located will result in a termination within ninety (90) days after the date of this Agreement without the need for further notice Further, FRANCHISEE acknowledges that its right to obtain access to the Agency Software is an integral part of this Agreement In the event that FRANCHISEE loses the right to access or use the Agency Software due to an uncured default under the Service Agreement or termination of rights by the third party provider of the Agency Software, GLOBAL shall have the right to terminate this Agreement immediately without notice or opportunity to cure

B **Termination by FRANCHISEE** FRANCHISEE must notify GLOBAL in writing of any failure of GLOBAL to perform any of GLOBAL's obligations pursuant to this Agreement FRANCHISEE may terminate this Agreement if GLOBAL shall materially default in performance of any terms and conditions in this Agreement, after giving GLOBAL written notice within thirty (30) days thereof, and if the default has not been corrected within sixty (60) days thereafter

C **Consequences of Termination** Upon expiration, Transfer or termination of this Agreement, for any reason whatsoever, all of FRANCHISEE's rights hereunder shall terminate, and FRANCHISEE shall do the following

1 FRANCHISEE will cease to be a franchisee of GLOBAL and cease to operate the former Agency under the System and Marks FRANCHISEE shall not thereafter directly or indirectly represent to the public that the former business is or was operated or in any way connected with the System or hold itself out as a present or former franchisee of GLOBAL at or with respect to the Agency

2 FRANCHISEE shall immediately thereafter discontinue use of all Marks, signs, colors, structures, printed goods and forms of advertising indicative of GLOBAL's business and return any copyrighted materials which have been provided to FRANCHISEE by GLOBAL including the Manual

3 FRANCHISEE will immediately cease providing services to all the Customers and forfeit all rights it has to the Customer contracts and future revenues, fees and/or commissions Notwithstanding the foregoing, although FRANCHISEE has no right to any revenue, fees or commissions earned after termination or expiration, if the premiums for said policies were collected prior to termination or expiration FRANCHISEE will be entitled to said revenues or commissions FRANCHISEE acknowledges that during the term of this Agreement and thereafter, all of the Customers serviced by FRANCHISEE are Customers of GLOBAL or its Affiliates and not Customers of FRANCHISEE FRANCHISEE's rights to service the customers are granted pursuant to this Agreement Further, FRANCHISEE shall provide GLOBAL with all Customer lists, files, records, documents, bills, and insurance policy materials and not retain any copies of such materials

4 If GLOBAL requests, FRANCHISEE shall assign its telephone numbers, white and yellow page telephone references and advertising to GLOBAL

5 FRANCHISEE shall pay all amounts due to GLOBAL, GLOBAL's Affiliates, and suppliers In addition, FRANCHISEE shall obtain and maintain Extended Coverage for FRANCHISEE's Professional Liability or Errors & Omissions policy in a minimum limit and meeting such conditions as are described in the Manual for a period of 2 years after the expiration or termination of this Agreement and provide GLOBAL proof of such insurance

6 FRANCHISEE shall make such modifications or alterations to the Site operated hereunder immediately upon termination or expiration as may be necessary to distinguish the appearance of such Site from that of other GlobalGreen Insurance Agency offices under the System and shall make such specific additional changes thereto as GLOBAL may reasonably request for that purpose In the event FRANCHISEE fails or refuses to comply with the requirements of this paragraph, GLOBAL shall have the right to enter upon the premises without being guilty of trespass or any other tort for the purposes of making or causing to be made such changes as may be required at the expense of FRANCHISEE which expense FRANCHISEE agrees to pay upon demand

7 FRANCHISEE shall cancel any assumed name registration or equivalent registration obtained by FRANCHISEE which contains the Marks, and FRANCHISEE shall furnish GLOBAL with evidence satisfactory to GLOBAL of compliance with this obligation within five (5) days of the termination, expiration or Transfer

8 FRANCHISEE shall make such modifications or alterations, at FRANCHISEE's expense, to the Site operated hereunder immediately upon termination or expiration as may be necessary to distinguish the appearance of such Site from that of other GlobalGreen Insurance Agencies under the System and shall make such specific additional changes thereto as GLOBAL may reasonably request for that purpose Notwithstanding the foregoing, nothing herein shall be construed to prevent GLOBAL from pursuing its rights under this Agreement including enforcement of the non-competition and non-solicitation provisions In the event FRANCHISEE fails or refuses to comply with the requirements of this paragraph, GLOBAL shall have the right to enter upon the premises without being guilty of trespass or any other tort for the purposes of making or causing to be made such changes as may be required, at the expense of FRANCHISEE which expense FRANCHISEE agrees to pay upon demand

9 FRANCHISEE irrevocably appoints GLOBAL or GLOBAL's nominee to be FRANCHISEE's attorney-in-fact coupled with an interest, and with power of substitution, to execute and to file for FRANCHISEE any relevant document to obtain the telephone number if GLOBAL so requests A power of attorney is attached hereto as Exhibit IV

10 Comply with all post-term covenant obligations including but not limited to the Confidential Information and Trade Secrets, non-competition, non-solicitation and indemnification

The expiration or termination of this Agreement shall not relieve FRANCHISEE of any of FRANCHISEE's obligations to GLOBAL existing at the time of such expiration, Transfer or termination, or terminate FRANCHISEE's obligations that, by their nature, survive the expiration or termination of this Agreement Furthermore, the expiration or termination of this Agreement shall be without prejudice to GLOBAL's rights against FRANCHISEE, and in the event of a termination which is the result of FRANCHISEE's breach or default under this Agreement, GLOBAL shall, in addition to its rights set forth above, also be entitled to all rights and remedies available at law or in equity

D **GLOBAL's Right to Purchase Personal Property** After the termination or expiration of this Agreement, but not upon an approved Transfer pursuant to Section XVII B, GLOBAL shall have the right, but not the obligation, to purchase all of FRANCHISEE's equipment, inventory, supplies and other personal property used in connection with the operation of the business The purchase price shall be at fair market value as agreed to by the parties GLOBAL shall have thirty (30) days after the fair market value is determined as above, to exercise the rights granted hereunder, and shall thereafter have an additional thirty (30) days to pay for the property it desires to purchase If GLOBAL fails to exercise its rights within the time periods set forth above, FRANCHISEE shall be free to otherwise sell or dispose of the property

E **Operation of Agency** In order to prevent any interruption of the franchise business which would cause harm to the business, if FRANCHISEE is unable to operate the business for any reason whatsoever, FRANCHISEE abandon's or fails to actively operate the Agency for any period or FRANCHISEE fails to cure a breach within the applicable cure period (if any), FRANCHISEE authorizes GLOBAL and its agents and Affiliates to operate the business if GLOBAL desires to do so, in its sole discretion, for so long as GLOBAL deems necessary and practical All income from the operation of the business shall be kept in a separate account, and the expenses of the business, including reasonable compensation and expenses of GLOBAL and its agents shall be charged to said account GLOBAL may charge FRANCHISEE a reasonable management fee that GLOBAL specifies plus any out-of-pocket

expenses incurred in connection with the management of the Agency GLOBAL and its designees will have a duty only to use reasonable efforts upon assuming the Agency's management and will not be liable for any debts, losses or obligations that the Agency incurs, or to any creditors for any supplies or other products or services purchased for the Agency in connection with such management Nothing contained herein shall be construed to require GLOBAL to operate the business in the case of FRANCHISEE's inability to operate same, and the rights set forth herein may be exercised in the sole and absolute discretion of GLOBAL

XV SOURCES OF PRODUCTS

A Purchases from Suppliers Other than Providers FRANCHISEE may be required to purchase certain products, services, supplies, and equipment and materials required for the operation of the business from manufacturers, suppliers, or distributors designated by GLOBAL, or from other suppliers approved by GLOBAL who meet GLOBAL's specifications and are able to provide products and equipment in accordance with the standards as to quality, service, and who adequately demonstrate their ability to supply the franchise needs in a timely and reliable manner Approved suppliers may be designated by e-mail, written memoranda, bulletins, in the Manual, or other means, all of which can be modified from time to time If FRANCHISEE wants to use alternate suppliers for services, products, equipment, or materials other than those previously approved by GLOBAL, FRANCHISEE must obtain GLOBAL's consent GLOBAL is not required to approve an inordinate number of suppliers of a given item which in its reasonable judgment would prevent its effective supervision of suppliers GLOBAL reserves the right in its sole discretion to modify this policy, including, without limitation modifying the number and identity of authorized suppliers of the products Approved suppliers are selected at GLOBAL's discretion GLOBAL reserves the right to negotiate with various vendors, suppliers, EBP AGENTS or Providers for rebates, commissions and other types of benefits based on certain goods and services purchased by FRANCHISEE and other franchisees GLOBAL and GLOBAL's Affiliates reserve the right in the future to affiliate themselves with suppliers or become suppliers, and/or receive revenues from purchases made by franchisee

B Providers as Approved Suppliers FRANCHISEE is not permitted to sell products or services that are not approved by GLOBAL, in its sole and absolute discretion, nor is FRANCHISEE permitted to sell services or products from any Providers other than those approved by GLOBAL, in its sole and absolute discretion FRANCHISEE understands that certain Providers with whom FRANCHISEE may do business under this Agreement, require background checks and/or credit checks prior to granting FRANCHISEE authorization to sell their products and services and FRANCHISEE consent to such checks FRANCHISEE further understands and accepts the risk that Providers may terminate their relationships with GLOBAL, its Affiliates or the EBP Agent, in which event FRANCHISEE will be unable to do business with such Providers FRANCHISEE ACKNOWLEDGES THAT ALTHOUGH GLOBAL, ITS AFFILIATES OR ANY EBP AGENT SHALL USE REASONABLE EFFORTS TO OBTAIN AND MAINTAIN AGREEMENTS WITH THE VARIOUS PROVIDERS, SOME OR ALL OF THE PROVIDERS MAY TERMINATE THEIR AGREEMENTS WITH GLOBAL, ITS AFFILIATES OR ANY EBP AGENT AT WILL OR ON SHORT NOTICE AND THAT SUCH TERMINATIONS OF PROVIDER AGREEMENTS COULD ADVERSELY AFFECT FRANCHISEE'S BUSINESS LIKEWISE, THE ARRANGEMENT WITH GLOBAL OR ANY EBP AGENT MAY BE TERMINATED ON SHORT NOTICE GLOBAL HAS THE RIGHT, IN THEIR SOLE DISCRETION, BUT SUBJECT TO THE REQUIREMENTS OF ANY AGREEMENT THEY HAVE WITH PROVIDERS, TO TERMINATE THEIR AGREEMENTS WITH ANY PROVIDER IF ANY AGREEMENTS ARE TERMINATED, GLOBAL WILL NOTIFY FRANCHISEE OF SUCH

TERMINATION NO LESS THAN 30 DAYS PRIOR TO THE TERMINATION BECOMING EFFECTIVE

In selecting Providers as approved suppliers, GLOBAL may consider a number of factors including the Provider's product lines, geographic regions in which the supplier transacts business, the needs of the products, the compensation programs offered by the Provider and the Provider's financial strength Typically the Providers sell policies that bill premiums directly to policyholders If GLOBAL would approve the use of a Provider that allows the Agency to bill the policyholder, in some circumstances GLOBAL may require that the full premium payment must be collected and deposited to GLOBAL's account before policy issuance GLOBAL will negotiate all contracts with the Provider Although GLOBAL endeavors to negotiate favorable terms with Provider, GLOBAL cannot guarantee that it will obtain the most favorable terms offered by the Provider GLOBAL has the right, in its sole discretion, to revoke approval of alternative suppliers

C Rights to the Bonus Program GLOBAL and/or its Affiliates may derive revenue through cash payments made by Providers to GLOBAL, its Affiliates, or the EBP Agent based on insurance sales activities made by FRANCHISEE, GLOBAL's Affiliates, and GLOBAL's other franchisees ("Incentives") GLOBAL or its Affiliates shall be entitled to retain such Incentives except for the amount that GLOBAL elects to contribute to the "Bonus Program" for GLOBAL, its Affiliates, and franchisees Subject to the Bonus Program, GLOBAL has the right to use such amounts it receives without restriction for any purpose it deems appropriate (unless GLOBAL agrees otherwise with Providers) Said contribution from GLOBAL and its Affiliates into the Bonus Program will not exceed 50% of the cash Incentives GLOBAL or its Affiliates will pay FRANCHISEE, from the Bonus Program, FRANCHISEE's prorata share of the amount in the Bonus Program ("Bonus Amount") based on a business written basis for the Provider paying such Incentive, by the 20th of the month following the month of collection of the Bonus Amount by GLOBAL or its Affiliates However, FRANCHISEE may, at GLOBAL's sole discretion, be excluded from the bonus program should FRANCHISEE perform at a level GLOBAL deems detrimental as may be detailed in the Manual The Manual may also contain additional details regarding this Bonus Program FRANCHISEE's participation in and entitlement to benefits from the Bonus Program are contingent upon its compliance with the terms of this Agreement and FRANCHISEE's appointment or continued appointment with the Provider that is granting the Bonus Amount

XVI CONFIDENTIAL OPERATIONS MANUAL AND CHANGES

GLOBAL shall provide FRANCHISEE, for the duration of this Agreement and any renewal, access to the Manual in a format determined by GLOBAL (i e , in writing, on CD-Rom, via electronic media through a secure website, etc) FRANCHISEE agrees to comply with the mandatory requirements in the Manual and said compliance is an essential part of its obligations under this Agreement FRANCHISEE shall at all times be responsible for ensuring that its employees and all other persons under its control comply with the mandatory provisions of the Manual in all respects The Manual will constitute a Confidential Information and Trade Secrets of GLOBAL, shall remain the property of GLOBAL, and can be used by FRANCHISEE only so long as this Agreement is in effect The Manual cannot be photocopied, reproduced, or disseminated without GLOBAL's written consent The Manual may be modified from time to time by GLOBAL in its discretion, and FRANCHISEE agrees that from time to time GLOBAL may reasonably change the System FRANCHISEE expressly agrees to comply with each mandatory or optional modification, addition or deletion of the System or Manual at its sole cost and expense FRANCHISEE acknowledges that due to the changing nature of the insurance

business, computer hardware and software, as well as changing attitudes of customers and other factors, such changes to the Manual may be necessary and may involve the expenditure of substantial sums of money by FRANCHISEE

XVII TRANSFERABILITY OF INTEREST

A **By GLOBAL** GLOBAL is free to assign any or all of its rights and obligations under this Agreement, and upon such assignment GLOBAL shall be relieved of all liability under this Agreement with respect to the rights and obligations so assigned, and any such rights and obligations which are assigned shall accrue to the successor or assignee

B **By FRANCHISEE** There can be no Transfer of Interest in this Agreement or the Agency without GLOBAL's prior written approval The approval is not intended as an approval to any future Transfer of Interest and no future Transfer of Interest shall be valid without the prior written approval of GLOBAL Any such purported Transfer of an Interest will be voidable at GLOBAL's sole option If GLOBAL elects not to exercise its right of first refusal pursuant to Section XVII D below, GLOBAL will not unreasonably withhold its approval to a Transfer of Interest, provided that the following conditions are satisfied

1 Governmental Compliance The Transfer is conducted in compliance with applicable laws and regulations,

2 Prior Compliance FRANCHISEE has performed its obligations and duties under this Agreement and FRANCHISEE is not in default under this Agreement, or any other agreement with GLOBAL or its Affiliates,

3 Payments The transferee has satisfied all of its obligations to GLOBAL, GLOBAL's Affiliates and suppliers under this Agreement and all other agreements it has with GLOBAL

4 Release FRANCHISEE, including all officers, directors, members, and shareholders (as well as all guarantors under this Agreement) must execute a general release, in the form which GLOBAL approves, of any and all claims against GLOBAL, GLOBAL's Affiliates, and their respective officers, members, managers, directors, employees and agents

5 Requirements of Transferee The transferee meets the established standards for new franchisees, is of good moral character, has a good credit rating, sufficient financial resources to operate the business, possess the appropriate state insurance licenses and competent qualifications The transferee must execute GLOBAL's most current franchise agreement and guaranty and must be approved by at least four (4) of the Providers that underwrite insurance policies in the area where the Agency is located

6 Transfer Fee The transferee pays a transfer fee of seventy-five percent (75%) of the then current Initial Franchise Fee in lieu of the Initial Franchise Fee ** In addition to the foregoing, if FRANCHISEE converted from an Agency Agreement with GLOBAL within 2 years of the Transfer, FRANCHISEE must pay GLOBAL twenty percent (20%) of the total consideration it received for the sale of the assets, stock or other interest in the Agency or this Agreement which is payable at the time of

closing If any consideration is in a form other than cash, GLOBAL will be entitled to 20% of the fair market value of such consideration

7 Assumption of Liabilities The transferee agrees to assume all liabilities and obligations from the prior operation of the Agency, including the lease and comply with other reasonable requirements GLOBAL may impose

8 Completion of Training The transferee and/or the manager, successfully complete the initial training program

9 Update and Remodel Agency Upon request of GLOBAL, the transferee updates and remodels the Agency to comply with GLOBAL's then current standards

10 Continuing Liability If GLOBAL approves an assignment, GLOBAL shall have the discretion to require FRANCHISEE and the guarantors to remain liable for the full and faithful performance of the obligations of the assignee

11 Economically Reasonable Terms Although GLOBAL will not be required to determine the value of business upon a Transfer, if in GLOBAL's reasonable judgment, the purchase price or terms of the sale are not economically feasible to the proposed assignee, GLOBAL can withhold its consent to such an assignment or Transfer GLOBAL's consent is not, however to be construed as an implication or warranty that the terms of the sale are in fact economically feasible GLOBAL may, in good faith, notify FRANCHISEE, stating the reasons thereof, that GLOBAL has elected to withhold approval of the proposed Transfer

C **Death or Incapacity of FRANCHISEE** An individual FRANCHISEE or its Principal Owner, by will or other written instrument, may appoint a designated heir to continue operation of the Agency, upon FRANCHISEE's death Said designated heir must meet the qualifications and comply with the requirements of Section XVII B No fee will be charged on a Transfer pursuant to this paragraph The Transfer of the FRANCHISEE's Interest in this Agreement and in the Agency to the FRANCHISEE's heirs, personal representatives or conservators, as applicable, in the event of death or legal incapacity of the FRANCHISEE, shall not give rise to GLOBAL's right of first refusal as set forth in paragraph XVII D below, provided that the heirs, personal representatives or conservators, as applicable, meet GLOBAL's standards for new franchisees, execute the then-current form of franchise agreement, and, that a manager has, or within thirty (30) days, shall have completed GLOBAL's Initial Training Program to the extent necessary and in a manner satisfactory to GLOBAL

D **Right of First Refusal** Notwithstanding the foregoing, if FRANCHISEE receives a bona fide, executed, written offer to acquire an Interest from a responsible, fully disclosed purchaser, FRANCHISEE must submit a copy of the offer to GLOBAL FRANCHISEE must also provide GLOBAL with any other information it requests to evaluate the offer GLOBAL has the right, exercisable by delivering written notice to the FRANCHISEE within thirty (30) days from the date of last delivery to GLOBAL of the offer and any other documents requested by GLOBAL, to acquire the Interest for the price and on the terms and conditions contained in the offer Regardless of the terms of the offer, however, GLOBAL may, in its discretion, substitute cash for any form of payment proposed in the offer, require the FRANCHISEE to include customary warranties and representations in the purchase agreement, and structure the transaction as an "asset purchase," rather than a "stock purchase " GLOBAL

will not be obligated to pay any "finder's" or broker's fees that are a part of the proposed sale and shall not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the interest proposed to be transferred If GLOBAL declines to exercise its rights of first refusal, FRANCHISEE will have ninety (90) days after GLOBAL declines or the right expires, whichever first occurs, to sell the Interest to said bona fide purchaser upon terms no more favorable than those offered to GLOBAL, subject to compliance with Section XVII B After said ninety (90) days, or if the prospective purchaser does not acquire the franchise, FRANCHISEE must again comply with this paragraph and give GLOBAL the first right to acquire the Interest prior to sale The election by GLOBAL not to exercise its right of first refusal as to any offer shall not affect its right of first refusal as to any subsequent offer

XVIII INDEPENDENT CONTRACTOR/INDEMNIFICATION

A **Independent Contractor** GLOBAL and FRANCHISEE are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between them FRANCHISEE shall conspicuously identify itself at the premises of the Agency and in all dealings with the public as an independently owned business Neither GLOBAL nor FRANCHISEE shall make any agreements or representations in the name of or on behalf of the other that their relationship is other than franchisor and franchisee

B **Indemnification** Under no circumstances shall GLOBAL be liable for any act, omission, debt, or other obligation of FRANCHISEE To the fullest extent permitted by law, FRANCHISEE (for itself and its employees, agents, subcontractors, successors and assigns) agrees, at its sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand GLOBAL, and all entities related to GLOBAL and their respective directors, officers, members, employees agents, managers, partners, attorneys, licensees, Affiliates, successors and assigns ("Indemnified Parties) for and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of FRANCHISEE or its employees, agents, officers, directors, parents, subsidiaries, affiliates, successors and assigns ("Indemnitors") arising out of or related to (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable relative to the Agency, (ii) any breach by the Indemnitors or any term or provision of this Agreement, and (iii) the cost, including, but not limited to reasonable attorney's fees, of enforcing this indemnification provision

This indemnification shall not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law To the extent indemnification of any party hereunder would be prohibited by law, this provision shall not apply to such party, but shall continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law

XIX MISCELLANEOUS PROVISIONS

A **Waiver** No waiver by either party of performance of any obligation or this Agreement of the other party shall be construed as a waiver of any other or future default or performance obligation Further, GLOBAL's forbearance, delay, failure to exercise or express waiver of a right or GLOBAL's

decision to take some other action regarding breach by any other franchise owner(s) shall not be evidence of a practice, custom or policy of GLOBAL and shall not waive or impair GLOBAL's ability to exercise any right, power or option it has under this Agreement in the event of the same, similar or different breach by FRANCHISEE FRANCHISEE also acknowledges that agreements entered into at different times with other franchise owners may contain different terms than this Agreement, and that this shall not waive or impair GLOBAL's rights and FRANCHISEE's obligations under this Agreement In addition, GLOBAL's acceptance of any payments due from FRANCHISEE after any breach by FRANCHISEE shall not constitute a waiver of said breach nor limit GLOBAL's ability to fully exercise its rights under this Agreement as a result of FRANCHISEE's breach

B **Severability** Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated If any restriction contained in this Agreement is deemed too broad to be capable of enforcement, a court of competent jurisdiction is hereby authorized to modify or limit such restriction to the extent necessary to permit its enforcement

C **Entire Agreement** This Agreement and the Exhibits to this Agreement represent the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement shall be of any force and effect, provided, however, that nothing in this or any related agreement is intended to disclaim GLOBAL'S representations made in the Franchise Disclosure Document that was furnished to FRANCHISEE in connection with the offering to operate the Agency No amendment to this Agreement is binding unless executed in writing by both parties

D **Representative Capacity** In all of their dealings with FRANCHISEE, the officers, directors, employees and agents of GLOBAL act only in their representative capacity for GLOBAL, and not in any individual capacity or on behalf of GLOBAL or any of GLOBAL's Affiliates or agents

E **Notice** Whenever notice is required under the terms of this Agreement, it shall be given in writing and sent by registered or certified mail, or by personal delivery to FRANCHISEE's Agency address and to GLOBAL's office, set forth on the signature page or at such other address as designated in accordance with this paragraph Receipt shall be deemed to have been made two (2) days after mailing or upon personal delivery, whichever first occurs

F **Gender** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of the Agreement or any section, paragraph, or clause herein may require, as if such words had been fully and properly written in the appropriate number and gender

G **Governing Law and Jurisdiction** FRANCHISEE acknowledges that this Agreement was accepted in the State of Missouri Except to the extent that this Agreement or any particular dispute is governed by the U S Trademark Act of 1946 (Lanham Act, 115 U S C 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of Missouri without regard to principles of conflicts of law If, however any provision of this Agreement would not be enforceable under the laws of Missouri, and if the Agency is located outside of Missouri and the provision would be enforceable under

the laws of the state in which the Agency is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the state where the Agency is located GLOBAL may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Missouri or the state or federal court of general jurisdiction in the state in which the Agency is located, and FRANCHISEE and guarantors irrevocably submit to their jurisdiction and waive any objection to the application of Missouri law or to the jurisdiction or venue in those Missouri courts If FRANCHISEE institutes any action arising out of or relating to this Agreement, such suit must be brought in the Circuit Court of the County of St Louis or in District Court of the Eastern District of Missouri so long as GLOBAL's principal place of business is located in the St Louis Metropolitan Area Otherwise, FRANCHISEE must institute any action arising out of or relating to this Agreement in the nearest federal court located in the state of GLOBAL's principal place of business If any valid applicable law or regulation [in effect at the time this Agreement is executed] of a governmental authority having jurisdiction over this Agreement limits GLOBAL's rights of rescission or termination or require longer notice periods than set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon rescission or termination required by such laws or regulations The provisions of this Agreement which conflict with the applicable law shall (only to the extent not in accordance with applicable law) be ineffective, and in their stead, GLOBAL shall comply with applicable law respecting each of said matters If a state regulator requires an amendment to this Agreement, the amendment is attached hereto in a State Law Addendum as Exhibit V GLOBAL shall not, however, be precluded from contesting the validity, enforceability, or applicability of such laws or regulations in any action relating to this Agreement or to its rescission or termination

H **Headings** Headings and paragraph titles are for convenience of reference only and shall not define, limit, or extend the scope or intent of this Agreement or any provision thereof

I **Effect** This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, administrators, executors, their permitted successors and assigns

J **Remedies** In addition to any other remedies in law or in equity to which it may be entitled, GLOBAL shall be entitled without bond to entry of injunctive relief and orders of specific performance enforcing the provisions of this Agreement, in the event FRANCHISEE actually or anticipatorily breaches this Agreement No right or remedy conferred upon GLOBAL is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise For purposes of this Agreement, a termination shall include a termination for any reason, expiration, cancellation, failure to renew, assignment or Transfer

K **No Warranty** FRANCHISEE acknowledges that no approvals, consents, waivers, conditions, or the like warrant the success of the franchise or the appropriateness of the particular items or matters so approved

L **Receipt of Disclosure Document** FRANCHISEE acknowledges receipt of GLOBAL's Franchise Disclosure Document along with this Agreement, at least fourteen (14) days before execution hereof or any payment to GLOBAL If any unilateral modifications have been made by GLOBAL to this Agreement FRANCHISEE acknowledges that it had at least five (5) business days to review them

M **Joint and Several Liability** If two or more persons are the FRANCHISEE under this Agreement, their obligations and liabilities to GLOBAL shall be joint and several

N **Time is of the Essence** Time is of the essence of this Agreement

O **Survival** FRANCHISEE's obligations regarding Confidential Information and Trade Secrets, non-competition and non-solicitation, indemnification as well as accrued obligations of FRANCHISEE to GLOBAL and its affiliates, shall survive the termination, expiration, assignment or Transfer of this Agreement

P **Limitation on Liens** FRANCHISEE shall not grant a security interest, pledge, or place a lien upon FRANCHISEE's interest in this Agreement or in the Agency or in the furniture, fixtures, or equipment used in the business, except that FRANCHISEE shall be permitted to grant a security interest in such furniture, fixtures, and equipment to secure FRANCHISEE's obligation to the seller of or lender for such furniture, fixtures, and equipment to secure any indebtedness relating to the business

Q **Day-to-Day Control** FRANCHISEE has the sole right and responsibility for the manner and means by which the day-to-day operation of the Agency is determined and conducted and for achieving its business objectives Subject to any approval, inspection and enforcement rights reserved to GLOBAL, these rights and responsibilities include the employment, supervision, setting the conditions of employment and discharge for its employees at the Agency, daily maintenance, safety concerns, and the achievement of conformity with the System

R **Attorneys' Fees** If GLOBAL incurs any attorneys' fees or other expenses in seeking enforcement of or defending this Agreement, FRANCHISEE shall be required to reimburse GLOBAL for its reasonable costs and expenses (including, but not limited to attorneys' fees) thereby incurred

S **Varying of Standards** Because complete and detailed uniformity under many varying conditions may not be possible or practical, GLOBAL specifically reserves the right and privilege, in its sole discretion, in any specific instance, to vary standards for any franchisee based upon various considerations, such as the peculiarities of a particular territory, density of population, business potential, business practice or other conditions relating to the operation of the Agency GLOBAL may grant to franchisees variations from standard specifications and practices as GLOBAL determines in its sole discretion, and GLOBAL shall have no obligation to grant other franchisees like or similar variations

T **Limitation of Legal Actions**

1 IN NO EVENT WILL GLOBAL BE LIABLE TO FRANCHISEE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY CONDUCT ARISING OUT OF THIS AGREEMENT OR GLOBAL'S RELATIONSHIP WITH FRANCHISEE REGARDLESS OF WHETHER THE CAUSE IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE

2 THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES

3 ANY DISAGREEMENT BETWEEN FRANCHISEE (AND ITS GUARANTORS AND OWNERS) AND GLOBAL (AND ITS AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND MUST NOT BE BROUGHT AS A CLASS ACTION AND FRANCHISEE (AND ITS GUARANTORS AND OWNERS) WAIVE ANY RIGHT TO PROCEED AGAINST GLOBAL (AND ITS AFFILIATES, OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION

4 FRANCHISEE WILL BE BARRED FROM BRINGING ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GLOBAL'S RELATIONSHIP WITH FRANCHISEE, UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISEE KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THAT CLAIM

XX WARRANTIES AND REPRESENTATIONS OF FRANCHISEE

A **FRANCHISEE HAS BEEN ADVISED TO MAKE AN INDEPENDENT INVESTIGATION OF GLOBAL'S OPERATIONS GLOBAL HAS NOT AND DOES NOT REPRESENT THAT FRANCHISEE CAN EXPECT TO ATTAIN A SPECIFIC LEVEL OF SALES, PROFITS, OR EARNINGS FRANCHISEE HAS BEEN ADVISED TO OBTAIN INDEPENDENT PROFESSIONAL ADVICE REGARDING THIS FRANCHISE IF FRANCHISEE HAS NOT OBTAINED SUCH ADVICE FRANCHISEE KNOWINGLY AND WILLINGLY ELECTED NOT TO DO SO FRANCHISEE UNDERSTANDS THAT IT MAY SUSTAIN LOSSES AS A RESULT OF THE OPERATION OR THE CLOSING OF THE BUSINESS FRANCHISEE UNDERSTANDS THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES A HIGH DEGREE OF FINANCIAL RISK AND DEPENDS TO A LARGE DEGREE ON FRANCHISEE'S SKILLS, ABILITIES, INITIATIVE, AND HARD WORK FRANCHISEE ACKNOWLEDGES THAT IF FRANCHISEEE WAS REFERRED TO GLOBAL AND FRANCHISEE PURCHASES A FRANCHISE, THE REFERRAL SOURCE, WHETHER IT BE ANOTHER FRANCHISEE OR AN UNAFFILIATED THIRD PARTY, MAY BE ENTITLED TO A REFERRAL FEE**

B FRANCHISEE affirms that all information set forth in any and all applications, financial statements, and submissions to GLOBAL are true, complete and accurate in all respect, and that FRANCHISEE acknowledges that GLOBAL is relying upon the truthfulness, completeness and accuracy of the information

C FRANCHISEE and each individual who signs the Guarantee attached to this Agreement ("Guarantors") represent and warrant as follows, and acknowledge that GLOBAL is relying upon said representations and warranties as a material inducement to enter into this Agreement

1 The execution, delivery and performance of this Agreement by FRANCHISEE and the execution of the Guarantee by the Guarantors do not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement to which FRANCHISEE or any Guarantors are bound, and does not require the consent of any other person or entity,

2 If FRANCHISEE or any of the Guarantors are subject to any restrictive covenants, including but not limited to non-solicitation, non-competition, trade secret, confidential information, or non-disclosure agreements, etc except those in this Agreement ("Restrictive Covenants"), FRANCHISEE and Guarantors have provided a true and complete copy thereof and any amendments thereto to GLOBAL,,

3 FRANCHISEE and each of the Guarantors shall fully comply with the terms of any Restrictive Covenants to which any of them are bound,

4 FRANCHISEE and each of the Guarantors, jointly and severally, will indemnify and hold GLOBAL harmless from any damages, including but not limited to attorney's fees and expenses incurred in the defense thereof, sustained by GLOBAL as a result of a misrepresentations or breach of any of the provisions of any of the foregoing subparagraphs, and

5 Notwithstanding anything herein to the contrary, GLOBAL shall be permitted to terminate this Agreement, pursuant to subsection XIV A 3(h), due to a misrepresentation or breach of any of the provisions of any of the foregoing subparagraphs

XXI CAVEAT

THE SUCCESS OF THE BUSINESS IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON, AS WELL AS OTHER FACTORS GLOBAL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE BUSINESS AND NO ONE IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES FRANCHISEE FURTHER ACKNOWLEDGES THAT IT HAS READ AND COMPLETED THE QUESTIONNAIRE, A COPY OF WHICH IS SET FORTH AS EXHIBIT VI OF THIS AGREEMENT

FRANCHISEE UNDERSTANDS AND AGREES THAT GLOBAL HAS NO OBLIGATION TO ACCEPT FRANCHISEE'S APPLICATION AND MAY REFUSE TO GRANT A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR ITS DECISION FRANCHISEE ACKNOWLEDGES THAT UNLESS AND UNTIL GLOBAL NOTIFIES FRANCHISEE IN WRITING THAT THE FRANCHISE HAS BEEN GRANTED, FRANCHISEE IS NOT A FRANCHISEE OF GLOBAL AND MAY NOT RELY UPON BECOMING A FRANCHISEE OF GLOBAL

XXII GLOBAL'S LIMITATION OF LIABILITY

GLOBAL is not in any way responsible for the acts of any of the Providers, any EBP Agent, or GLOBAL's Affiliates FRANCHISEE hereby agrees that it will not hold GLOBAL liable for any acts, including but not limited to termination as a Subagent by a Provider or any other acts or omissions of any Provider, any EBP Agent or Affiliate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their names

EQUITY ONE FRANCHISORS, LLC

By _____
Raymond M Spears, Chairman

Address _____
_____

FRANCHISEE

_____

By _____

Office Held _____

Address _____
_____

GUARANTEE

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "Agreement"), by EQUITY ONE FRANCHISORS, LLC ("GLOBAL") in favor of _____ ("FRANCHISEE"), each of the undersigned ("GUARANTORS") hereby personally and unconditionally guarantees to GLOBAL, its Affiliates (as hereinafter defined), and their successors and assigns for the term of the Agreement and thereafter as provided in the Agreement, that FRANCHISEE shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and agrees to be personally bound by, and personally liable for the breach of each and every provision in the Agreement The GUARANTORS agree to be personally and unconditionally bound by each and every undertaking, agreement and covenant set forth in the Agreement Further, each of the Guarantor(s) agrees to personally comply with and abide by the non-competition and non-solicitation provisions, other restrictive covenants and nondisclosure provisions contained in the Agreement, as well as the provisions in the Agreement relating to the Marks, indemnification and Transfer, to the same extent as and for the same period of time as FRANCHISEE is required to comply with and abide by such covenants and provisions All of the foregoing obligations of the undersigned shall survive any expiration or termination of the Franchise Agreement or this Guarantee

The GUARANTORS further hereby personally and unconditionally guarantee all debts and obligations FRANCHISEE incur to GLOBAL, its successors, assigns, affiliated entities, parent corporation, and subsidiaries ("Affiliates"), as the case may be, as a result of any obligations under the Agreement and as a result of purchases of products or services from GLOBAL and its Affiliates Each of the undersigned waives

(1) acceptance and notice of acceptance by GLOBAL or Affiliates of the foregoing undertakings,

(2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed,

(3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed,

(4) any right he may have to require that an action be brought against FRANCHISEE or any other person as a condition of liability,

(5) all rights to payments and claims for reimbursement or subrogation which any of the GUARANTORS may have against the FRANCHISEE arising as a result of the GUARANTORS' execution of and performance under this guaranty, and

(6) any and all other notices and legal or equitable defenses to which he may be entitled

Each of the undersigned consents and agrees that

(1) his or her direct and immediate liability under this guaranty shall be joint and several,

(2) he or she shall render any payment or performance required under the Agreement upon demand if the FRANCHISEE fails or refuses punctually to do so,

(3) such liability shall not be contingent upon or conditioned upon pursuit by GLOBAL or Affiliates of any remedies against the FRANCHISEE or any other person, and

(4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or the indulgence which GLOBAL or Affiliates may from time to time grant to the FRANCHISEE or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement

If GLOBAL or any of the Affiliates are required to enforce this Guarantee in any judicial proceeding or appeal thereof, the GUARANTORS shall reimburse GLOBAL and Affiliates for its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guarantee Further, GUARANTORS hereby consent to the applicability of the venue and jurisdiction provisions in the Franchise Agreement

The terms contained in the Franchise Agreement and this Guarantee constitute the entire agreement between the parties, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures on the same day and year as the Agreement was executed

Print Name _____
Signature _____
Date _____
Address _____
_____
_____

Print Name _____
Signature _____
Date _____
Address _____
_____
_____

EXHIBIT I
SITE

FRANCHISEE's Agency shall be located at

EXHIBIT II
PROVIDERS

(SUBJECT TO CHANGE FROM TIME TO TIME)

PROPERTY & CASUALTY

AAA Chicago
AAA Jersey
AAA MO
ACCC Insurance Company
Access General Ins Agency
Ace Group
Affirmative
Allied Insurance
American Bankers (Travelers Flood)
American Integrity
American Modern
American Strategic
AmTrust North America
Atlas General Ins Services
AutoOne Insurance
Bankers Insurance Group
Breckenridge
Cardinal Comp
CatCoverage
Centauri Insurance
Century National
Chubb
Church Underwriters
Citizens
CNA
Coastal Agents Alliance
Cornerstone National
Cox Health Plans
CSE Insurance Group
Cypress TX Lloyds
Dairyland
Dovetail/Metlife Commercial
Encompass
Federated National Ins Co
First American Specialty
First Comp
Florida Peninsula
Foremost Auto (Bristol West)
Foremost Specialty
Franklin Mutual
Gainsco
GeoVera Insurance
GIC Underwriters
Grange
GuideOne
Hagerty
Hallmark Insurance
Hallmark National
Harleysville Insurance
Heritage
Homeowners Choice
Homeowners of America
Illinois Casualty Company
Imperial Fire & Casualty
Infinity
JIBNA
Kemper Preferred
Kemper Specialty
KF&B
King Insurance
Liberty Mutual (thru M of O)
Liberty Mutual Surety
Madison Mutual
Maison Insurance
Mapfre
Markel Insurance
Med James
Meramec Valley Mutual
Mercury Insurance
MetLife
Minico
Missouri Employers Mutual
Mutual of Omaha
National General Insurance Company (GMAC)
National Interstate
National Lloyds
National Risk
Next Wave Insurance Services
Norfolk & Dedam Group (Fitchburg Mutual)
Northern Neck Insurance
NSI/ West Bend
Olympus
Palomar Specialty
Personal Umbrella com
Philadelphia Insurance
Progressive
Prospect General
Rio National
RLI Surety
Rockford Mutual
Safeco
SageSure Insurance
Security First Florida
Southern Fidelity
Southern General Agency
Southern Oak
Sports and Fitness
St Johns
State Auto
Stillwater Insurance Group
Texas Mutual Insurance
The General Insurance
The Hartford
The Hartford Flood
The Republic Group
Tower Hill
Traders
Travelers
United Auto Ins Services
United P&C
Universal North America
Universal Risk Property & Casualty
UPC Insurance (United PC)
Victoria/Titan Insurance
Weston
Windhaven
Woodmen of the World
Wright Flood (Fidelity Flood)
Zurich

MGAs

Abram Interstate Insurance Services, Inc
AEGIS General Agency
All Insurance Underwriters
American Empire Surplus Lines Ins Co
American Management Corporation
AmWINS (formerly B&G)
Appalachian Underwriters
Atlas General Insurance Services
Burns and Wilcox
Cabrillo Coastal
Coastal Agents Alliance
Commercial Insurance Underwriters
Conway E&S, Inc
CRC/Southern Cross
Cross
CSE Insurance Group
Dauntless Specialty Brokerage
Demetriou General Agency, Inc
Diamond Specialty Insurance
Distinguished Programs Group
Everguard
Francis L Dean & Associates
Gateway Underwriters Agency
Gersham & Associates
GIC Underwriters
Hull & Company, Inc
Insurance Intermediaries
International Placement Services
Interstate Insurance Management (III)
Irwin Siegel
Jaeger + Haines, Inc
Jimcor Agencies
JM Wilson
Johnson & Johnson
Macneill Group
McClelland and Hine, Inc
McGowan
MedJames
MJ Kelly Co Insurance Brokers
Momentous Insurance Brokerage, Inc
Morstan General Agency
Orchid Underwriters
Pacific Specialty/McGraw
Pearl Insurance
Pennock Insurance, Inc
Preferred Concepts
RIC Insurance General Agency
Risk Placement Services, Inc
Robert Moreno Insurance Services
RSI International
S A Freerks
Scottish American (formerly Buckingham Badler)
SeaCoast Underwriters, Inc
Shelly, Middlebrooks & Oleary
Tapco Underwriters
Texas Commercial Insurance Facilities
United Marine Underwriters
VGM (formerly Davidson-Babcock)
Wellington Risk

Life And Health

40+ Carriers

EXHIBIT III

NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

In consideration of my employment in a supervisory capacity or as an insurance licensed personnel employed by _____("Franchisee"), a franchisee of Equity One Franchisors, LLC ("Franchisor"), I agree that

1 Non-Solicitation During the term of my employment and for one (1) years after the expiration or termination of my employment for any reason or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, I will not in any manner or in any capacity, directly or indirectly, for myself or any other person or entity, actually or attempt

(1) to solicit, contact or do business with any Customer for the purpose of selling any product or service which is similar to or competitive with any product or service offered by Franchisee or Franchisor or its Affiliates, or otherwise interfere with or take away any Customers or the business of any such Customer,

(2) to solicit or hire any employee of Franchisor, its Affiliates or their franchisees or interfere with the relationship between Franchisor, its Affiliates or their franchisees and any of its employees, agents or suppliers

For purposes of this Agreement, "Customer" means any existing customers or identified prospective customers (of Franchisee, Franchisor, its Affiliates or other franchisee) with whom I have had direct or indirect contact or about whom I have learned confidential information by virtue of the operation of the Franchisee's business other than any customers with whom I have had no contact within the two (2) years preceding the expiration or termination of my employment

2 Confidentiality I will not, during the term of my employment, or after termination or expiration of my employment, use, communicate or divulge to anyone, any Confidential Information unless such information is generally known and in the public domain Further, I will use best efforts to strictly adhere to all applicable federal and state laws concerning privacy and disclosure of confidential, financial, health care and medical information and shall guard against any accidental disclosure For purposes of this Agreement, Confidential Information means any and all information, knowledge and know-how not generally known in the business about the system and products, specifications, standards, methods, procedures, sales and marketing material, systems, procedure and techniques, knowledge of and experience in operating a GlobalGreen Insurance Agency and all non-public information concerning the financial data, customer accounts, client specific information, work product performed for any customer or client, work product documents and records, specific strategies and other information or material which Franchisee or Franchisor or any of its Affiliates may designate as confidential Upon termination or expiration of my employment, I will return to Franchisee and not keep any copies of any Confidential Information including but not limited to all Customer lists, files, records, documents, bills, and insurance policy materials

3 Severability Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated If any restriction contained in this Agreement is deemed too broad to be capable of enforcement, a court of competent jurisdiction is hereby authorized to modify or limit such restriction to the extent necessary to permit its enforcement

All covenants contained in this Agreement, including but not limited to those relating to non-solicitation and Confidential Information, shall be interpreted and applied consistent with the requirements of reasonableness and equity

5 Enforcement This Agreement may be enforced by either Franchisor, its successor, or Franchisee, and I understand that it is intended to protect the legitimate business interests of Franchisor, its successors, its franchisees, and Franchisee If suit is brought to enforce this Agreement, I agree to pay reasonable attorney's fees and expenses incurred by the party bringing the suit

6 Miscellaneous No waiver by either party of performance of any obligation or this Agreement of the other party shall be construed as a waiver of any other or future default or performance obligation The provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legatees, personal representatives, successors and assigns

Date _____
Name _____
Signed _____

EXHIBIT IV
IRREVOCABLE POWER OF ATTORNEY

That _____ ("FRANCHISEE") does hereby irrevocably constitute and appoint EQUITY ONE FRANCHISORS, LLC, a Missouri limited liability company ("GLOBAL"), FRANCHISEE's true and lawful attorney-in-fact and agent for FRANCHISEE and in FRANCHISEE's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of GLOBAL, shall be necessary or advisable for the sole purpose of assigning to GLOBAL all of FRANCHISEE's right, title and interest in and to any and all telephone numbers used in connection with the Agency and all related Yellow Pages, White Pages and other business listings, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services to FRANCHISEE, and to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record, and file all such agreements, certificates, instruments and documents as, in the sole discretion of GLOBAL, shall be necessary or advisable for the sole purpose of assigning to GLOBAL all of FRANCHISEE's right, title and interest in and to any Internet and web site name pages, domain name listings, and registrations that contain the Marks, or any of them, in whole or in part, hereby granting unto GLOBAL full power and authority to do and perform any and all acts and things which, in the sole discretion of GLOBAL, are necessary or advisable to be done as fully to all intents and purposes as FRANCHISEE might or could itself do, and hereby ratifying and confirming all that GLOBAL may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted

During the term of this Power of Attorney and regardless of whether FRANCHISEE has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with GLOBAL shall be required to ascertain the authority of GLOBAL, not to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to GLOBAL Any person, firm or corporation dealing with GLOBAL shall be fully protected in acting and relying upon a certificate of GLOBAL that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and FRANCHISEE shall not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney Any instrument or document executed on behalf of FRANCHISEE by GLOBAL shall be deemed to include such a certificate on the part of GLOBAL, whether or not expressed This paragraph shall survive any termination of this Power of Attorney

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated of even date herewith by and between GLOBAL and FRANCHISEE Such termination, however, shall not affect the validity of any act or deed that GLOBAL may have effected prior to such date pursuant to the powers herein granted

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest and such Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal

IN WITNESS WHEREOF, the undersigned has executed this Irrevocable Power of Attorney as of the ____ day of _____, 20__

FRANCHISEE

By _____

Name _____

Title _____

THE STATE OF _____)

)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ of _____, known to me to the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of_____, 20__

_____

Notary Public

My Commission Expires

_____

EXHIBIT V
STATE LAW ADDENDA TO FRANCHISE AGREEMENT

EXHIBIT VI
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Equity One Franchisors, LLC, (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a GlobalGreen Insurance Agency franchise The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading Please review each of the following questions and provide honest and complete responses to each question

1 Have you received and personally reviewed the Franchise Agreement and each exhibit and schedule attached to it? Yes ___ No ____

2 Have you received and personally reviewed the Franchisor's Franchise Disclosure Document ("FDD") that Franchisor provided to you?
Yes ___ No ____

3 Did you sign a receipt for the FDD indicating the date you received it?
Yes ___ No ____

4 Date on which you received the FDD and related Exhibits explaining GlobalGreen Insurance Agency Franchise
_____, 20__
(month, day)

5 Date on which you received a completed copy, other than signatures, of the Franchise Agreement
_____, 20__
(month, day)

6 Date on which you signed the Franchise Agreement
_____, 20__
(month, day)

7 Were you given the opportunity to discuss the benefits and risks of operating a GlobalGreen Insurance Agency franchise with an attorney, accountant, or other professional advisor, and do you understand those risks?
Yes ___ No ____

8 Do you understand that the success or failure of your franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ___ No ____

9 Has any employee or other person speaking on behalf of the Franchisor or any of Franchisor's affiliates made any statement or promise regarding the amount of money you may earn or that any of our franchised or affiliate-owned agencies earn in operating the business other than what is discussed in Item 19 of the FDD?
Yes ___ No ____

10 Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating the business?
Yes ___ No ____

11 Do you understand and acknowledge that the commission rate with the EBP Agent is different than your commission rate with GLOBAL and its Affiliates and this commission rate, which may change from time to time, will be described in the Manual
Yes____ No_____

12 Has any employee or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?
Yes ___ No ____

* * *

Please understand that your responses to these questions are important to us and that we will rely on them

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions You are also representing that you have reviewed all of these questions and the answers with the other owners of the franchise and any of Franchisee's representatives who had discussions with the Franchisor or any of its officers, agents, or employees The responses from those people are also included by you above

Dated on _____, 20__

FRANCHISE APPLICANT

Name _____

Signature _____

Title _____

EXHIBIT B
SERVICE AGREEMENT

This Service Agreement dated _____ is between Equity One Insurance Agency, L L C ("Equity One") and _____ ("Franchisee") and _____ and _____ ("Guarantors")

WHEREAS, Franchisee is a franchisee of Equity One Franchisors, LLC ("Franchisor"), an affiliate of Equity One, pursuant to a Franchise Agreement between Franchisor and Franchisee of even date herewith ("Franchise Agreement"), and

WHEREAS, the Franchise Agreement requires Franchisee to use and have access to Applied Systems, Inc 's EPIC Online Management Software ("Software") in the operation of its Agency, and

WHEREAS, Equity One has entered into a Master Agreement for Products and Services including the Schedule ASP with Applied Systems, Inc ("Master License Agreement") for the use and access to the Software and has been permitted to license franchisees of Franchisor the right to use and access the Software under the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows

1 Grant Equity One grants Franchisee the right to have ___ users ("Users") use and access the Software If Franchisee wants to add additional Users, Franchisee will notify Equity One at least thirty (30) days in advance and pay an additional User Fee and increased SMA Fee as described in paragraph 3 below

2 Term The term of this Agreement is for the term of the Franchise Agreement unless terminated sooner in accordance with the terms of this Agreement Franchisee acknowledges and understands the term of the Master Agreement is on a month to month basis Therefore, Equity One has the right to terminate this Agreement on one hundred eighty (180) days notice to Franchisee Equity One may change software or software vendors, for any reason in its sole discretion Such change may result in increased costs to Franchisee and may cause serious consequences to Franchisee

3 Software Fees Franchisee shall pay Equity One a User Fee of $990 00 per User at the time this Agreement is executed Franchisee shall pay Equity One an additional User Fee for each additional User The User Fee is subject to increase upon notification by Equity One In addition, Franchisee shall pay Equity One, monthly by the 20th day of each month, a SMA Fee This SMA Fee is for support, maintenance and access to the Software The SMA Fee is currently $163 per month per User The SMA Fee will be deducted from the revenue collected by Equity One on Franchisee's behalf pursuant to the terms of the Franchise Agreement

4 Failure of Software to Perform and Privacy For purposes of this Agreement, "Privacy Laws" means all laws, statutes, codes, ordinances, rules and regulations pertaining to the privacy, confidentiality, handling, storage, disposal, and/or safeguarding of customer, employee, financial, health, or other personal information, records, or data, including (i) the Gramm-Leach-Bliley Act ("GLBA") (15 U S C § 6801 *et seq*), (ii) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (iii) the Fair Credit Reporting Act ("FCRA") (15 U S C § 1681 *et seq*), including the Fair and Accurate Credit Transactions Act of 2003 ("FACTA"), (iv) all federal and state data security breach notification and incident response laws and regulations, and (v) all

implementing rules and regulations, amendments to, and successors of each of the laws and regulations listed above Equity One is not responsible for any defaults by Applied Systems, Inc under the Master License Agreement, or any failure of the Software to perform or lack of compliance with any Privacy Laws In the event that Applied Systems, Inc defaults under the Master License Agreement, the Software fails to adequately perform or is not compliant with Privacy Laws, Franchisee will notify Equity One Equity One will use good faith in notifying Applied Systems, Inc of any such failure or lack of compliance and will assist Franchisee in having the problem resolved, if possible NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, APPLIED SYSTEMS, INC IS SOLELY RESPONSIBLE FOR THE SOFTWARE AND EQUITY ONE DOES NOT AND WILL NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR THE SOFTWARE, ITS OPERATION OR THE SOFTWARE OR APPLIED SYSTEMS, INC 'S COMPLIANCE WITH PRIVACY LAWS

5 Obligations of Franchisee This Agreement is subject to and subordinate to all the terms and conditions of the Master License Agreement, and the terms of the Master License Agreement are hereby expressly incorporated as part of this Agreement Equity One will have the Master License Agreement at its office and available for review by Franchisee Franchisee shall not perform any act or omission which would violate any term or condition of the Master License Agreement or be the cause for termination of the Master License Agreement between Applied Systems, Inc and Equity One

6 Default In the event that Franchisee defaults under this Agreement, Equity One will provide Franchisee with at least thirty (30) days prior written notice of said default If Franchisee fails to remedy said default within said period, Equity One shall have the right to terminate this Agreement and shall have all remedies available at law or in equity, including the right to suspend or terminate Franchisee's access to the Software In the event that the Franchise Agreement is terminated, Franchisee's rights under this Agreement shall be terminated immediately without notice or opportunity to cure In the event that the Franchisee is in default under the Franchise Agreement and does not cure the default within the permitted time period, Equity One shall have the right to limit or terminate Franchisee and its Users access to the Software

7 Limitations IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY PUNITIVE DAMAGES, OR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOST OPPORTUNITES, LOST SAVINGS AND THE LIKE THE CUMULATIVE LIABILITY OF EQUITY ONE TO FRANCHISEE AND THE USERS FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY FRANCHISEE TO EQUITY ONE HEREUNDER DURING THE PRECEDING TWELVE (12) MONTH PERIOD FRANCHISEE'S SOLE AND EXCLUSIVE REMEDY IS IN THIS AGREEMENT REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES

8 Assignment Equity One is free to assign any or all of its rights and obligations under this Agreement, and upon such assignment Equity One shall be relieved of all liability under this Agreement with respect to the rights and obligations so assigned, and any such rights and obligations which are assigned shall accrue to the successor or assignee Franchisee is not permitted to assign any or all of its rights and obligations under this Agreement except in connection with a permitted transfer in accordance with the Franchise Agreement

9 Entire Agreement, Modification This Agreement contains the entire agreement between the Equity One and Franchisee with respect to the Software No modification of this Agreement shall be effective unless in writing and executed by both parties to this Agreement

10 Governing Law This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri In any action arising out of or relating to this Agreement, such suit must be brought in the Circuit Court of the County of St Louis or in District Court of the Eastern District of Missouri Franchisee irrevocably submits to their jurisdiction and waives any objection to the application of Missouri law or to the jurisdiction or venue in those Missouri courts

11 Waiver No waiver by either party of performance of any obligation or this Agreement of the other party shall be construed as a waiver of any other or future default or performance obligation

12 Binding Effect The provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legatees, personal representatives, successors and assigns

13 Severability Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated

14 Guarantors The undersigned Guarantors agree to be personally bound and personally liable for the performance and breach of each and every provision of this Agreement Each Guarantor's liability hereunder is joint and several and shall not be contingent or conditioned upon pursuit by Equity One of any remedies against the Franchisee or any other person

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the day and year first above written

Equity One Insurance Agency, L L C

By _____
Jeffrey L Wilson, CEO

Franchisee _____

By _____
_____, _____

Guarantors

_____

_____

EXHIBIT C
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EXHIBIT D
STATE LAW ADDENDA TO FDD

STATE LAW ADDENDUM - CALIFORNIA

"THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT "

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the California Investment Law shall apply to any franchise or franchisee located in the State of California, which shall control to the extent of any inconsistency

State Cover Sheet

Add the following under "Risk Factors"

4 IF, AFTER USING YOUR BEST EFFORTS, YOU CANNOT OBTAIN APPROVAL TO BECOME AN AGENT FROM AT LEAST 4 OF THE PROVIDERS THAT UNDERWRITE INSURANCE POLICIES IN THE AREA WHERE YOUR AGENCY IS LOCATED WITHIN 90 DAYS FROM THE DATE THE FRANCHISE AGREEMENT IS SIGNED, GLOBAL HAS THE RIGHT TO TERMINATE THE FRANCHISE AGREEMENT AND RETURN TO YOU 70% OF THE INITIAL FRANCHISE FEE AND GLOBAL SHALL RETAIN 30% OF THE INITIAL FRANCHISE FEE YOU PAID FOR LOST OPPORTUNITIES AND EXPENSES IN NO OTHER EVENT IS ANY OF THE INITIAL FRANCHISE FEE REFUNDABLE

5 IN ACCORDANCE WITH THE CALIFORNIA INSURANCE CODE, §1631-1651, YOU MUST BE LICENSED BY THE CALIFORNIA DEPARTMENT OF INSURANCE PRIOR TO OFFERING OR SELLING INSURANCE WITHIN THE STATE OF CALIFORNIA TO OBTAIN A LICENSE, YOU MUST ATTEND THE REQUIRED CLASS(ES) AND PASS THE PRELICENSING EXAM(S) FOR EACH TYPE OF INSURANCE YOU WILL SELL (I E , LIFE AND HEALTH AND/OR PROPERTY AND CASUALTY) YOU WILL ALSO BE REQUIRED TO PROVIDE FINGERPRINTS AND HAVE A BACKGROUND CHECK WHICH YOU MUST PASS PRIOR TO OBTAINING A LICENSE YOU WILL NEED TO COMPLETE THE APPLICATION AND PAY A FEE THIS LICENSE MUST BE RENEWED ANNUALLY

Item 3 of the FDD

Neither we, nor any person or franchise broker in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such persons from membership in such association or exchange

Item 17 of the FDD

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

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

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise These provisions may not be enforceable under California law

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

The Franchise Agreement requires application of the law of Missouri This provision may not be enforceable under California law

The Franchise Agreement contains provisions which may limit franchisee's rights and may not be enforceable in California including but not limited to a limitation of actions, waiver of jury trial and class action waiver

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www dbo ca gov

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

Other Provisions Unaffected All other terms and provisions contained in the Franchise Agreement and Franchise Disclosure Document shall remain in full force and effect, except to the extent specifically modified herein

Dated on the day of _____, 20__

Equity One Franchisors, LLC

By _____
Raymond M Spears, Chairman

FRANCHISEE

By _____

ILLINOIS STATE LAW ADDENDUM

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD"), the following provisions of the Illinois Franchise Disclosure Act ("Act") shall apply to any franchise located in the State of Illinois, which shall control to the extent of any inconsistency

Item 17v and 17 w of the FDD, the Cover Sheet of the FDD and Sections XIX G of the Franchise Agreement Choice of Law and Choice of Forum shall be Illinois

State Law, Jurisdiction and Venue Any provision in the Franchise Agreement, including but not limited to Section XIX G, which designates jurisdiction or venue in a forum outside the State of Illinois is void

Termination or Nonrenewal Franchise The Illinois Franchise Disclosure Act provides rights to you concerning nonrenewal and termination of the Franchise Agreement If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control

Waiver 815 ILCS 705/41 provides that the rights provided by the Illinois Franchise Disclosure Act of 1987 (the "Act") along with other laws of the State of Illinois may not be waived Consequently, any release of claims or acknowledgements of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act or any other law of the State of Illinois shall be void and hereby deleted with respect to claims under the Act or any other law of the State of Illinois

Participation in Trade Associations We will not in any way restrict any Franchisee from joining or participating in any trade association

Release Any release of claims or acknowledgements of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act shall be void and hereby deleted with respect to claims under the Act

Jury Waiver The provision in Section XIX of the Franchise Agreement regarding jury waiver may be void under Illinois law

Other Provisions Unaffected All other terms and provisions contained in the Franchise Agreement shall remain in full force and effect, except to the extent specifically modified herein

Effective date is

Equity One Franchisors, LLC
By _____
Raymond Spears, Chairman

FRANCHISEE

By _____

Date _____

ADDENDUM FOR MARYLAND

The following provisions of the Maryland Franchise Registration and Disclosure Law ("Maryland Franchise Law") shall apply to any franchises sold or offered for sale within the State of Maryland, located in this State or to a Maryland resident, which shall amend the Franchise Disclosure Document ("FDD") to the extent of any inconsistency

General Release Any general release, estoppel or waiver required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law and Item 17 of the FDD are amended accordingly

Item 17v of the FDD A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise

Franchise Disclosure Questionnaire "All representations requiring prospective franchisee 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

STATE LAW ADDENDUM – MARYLAND

The following provisions of the Maryland Franchise Registration and Disclosure Law ("Maryland Franchise Law") shall apply to any franchises sold or offered for sale within the State of Maryland, located in this State or to a Maryland resident, which shall amend the Franchise Agreement to the extent of any inconsistency

Section XVII B (Transferability of Interest) This section is amended as follows "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law "

Section XIX G (Governing Law and Jurisdiction) of the Franchise Agreement This section is amended as follows "Notwithstanding anything herein to the contrary, a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise

Section XIV A (Default and Termination) of the Franchise Agreement At the end of these Sections, add the following sentence "This provision which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law, Title 11, United States Code Section 101 et seq "

Franchise Agreement and the Franchise Disclosure Questionnaire "All representations requiring prospective franchisee 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

Dated on the _____ day of _____, 20___

Equity One Franchisors, LLC

By _____
Raymond M Spears, Chairman

FRANCHISEE

By _____
Name, Title _____

STATE LAW ADDENDUM - MINNESOTA

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the Minnesota Franchise Act shall apply to any franchise or franchisee located in the State of Minnesota, which shall control to the extent of any inconsistency

1 MINN STAT SECTION 80C 21 and MINNESOTA RULES 2860 4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in MINN STAT CHAPTER 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

2 With respect to franchises governed by Minnesota law, the franchisor will comply with MINN STAT SECTION 80C 14 SUBD 3-5, which require (except in certain specified cases)

(i) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and

(ii) that consent to the transfer of the franchise will not be unreasonably withheld

3 Minnesota considers it unfair to not protect the franchisee's right to use the trademarks Refer to MINN STAT SECTION 80C 12 SUBD 1(G) The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name

4 MINNESOTA RULES 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

5 The franchisee cannot consent to the franchisor obtaining injunctive relief The franchisor may seek injunctive relief See MINNESOTA RULES 2860 4400(J) also, a court will determine if a bond is required

6 The Limitations of Claims section must comply with MINN STAT SECTION 80C 17 SUBD

7 Other Provisions Unaffected All other terms and provisions contained in the Franchise Agreement and FDD shall remain in full force and effect, except to the extent specifically modified herein

Dated on the _____ day of _____, 200__

Equity One Franchisors, LLC

By _____
Raymond M Spears, Chairman

FRANCHISEE

By _____
Name, Title _____

STATE LAW ADDENDUM – NEW YORK

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the New York State Franchise Act shall apply to any franchise or franchisee located in the State of New York, which shall control to the extent of any inconsistency

Item 3 shall be supplemented by the following

A Neither we nor any person identified in Item 2 has an administrative, criminal or civil action pending against it, him or her 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 Nor do we or a person identified in Item 2 have any 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

B Neither we nor any person identified in Item 2 has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been 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

C Neither we nor any person identified in Item 2 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 is subject to any currently effective order of any 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

Item 4 shall be supplemented by the following

Neither we nor any of our affiliates, officers or members, during the 10-year period immediately before the date of this disclosure document, has (a) filed as a debtor (or had filed against it, him or her) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its, his or her 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 or member of us held this position in the company or partnership

Dated on the day of _____, 200__

Equity One Franchisors, LLC

By _____
Raymond M Spears, Chairman

FRANCHISEE

By _____

STATE LAW ADDENDUM - VIRGINIA

The following provisions of the Virginia Retail Franchising Act shall apply to any franchises sold or offered for sale within the State of Virginia, located in this State or to a Virginia resident, which shall control to the extent of any inconsistency in the Franchise Disclosure Document ("FDD"), the Franchise Agreement or the Area Development Agreement

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the Franchise Agreement or Area Development Agreement does not constitute "reasonable cause," as the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement or Area Development Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

Dated on the _____ day of _____, 20___

Equity One Franchisors, LLC

By _____
Raymond M Spears, Chairman

FRANCHISEE

By _____
Name, Title _____

STATE LAW ADDENDUM – WASHINGTON

This Addendum modifies both the FDD and the Franchise Agreement

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum

Dated on the _____ day of _____, 20____

Equity One Franchisors, LLC

By _____
Raymond M Spears, Chairman

FRANCHISEE

By _____
Name, Title _____

EXHIBIT E
LIST OF FRANCHISEES

As of December 31, 2016

ARIZONA

Franchisee's Name	Address	Phone Number
Wong Insurance Agency, PLLC	66 S Dobson Rd , Suite 131 Mesa, AZ 85202-1037	602-758-1672

CALIFORNIA

Franchisee's Name	Address	Phone Number
HLK, Inc	333 N Lantana St , Suite 296 Camarillo, CA 93010-9010	805-322-8089
AEL Investment, Inc	6451 Fair Oaks Blvd , Suite A Carmichael, CA 95608-4021	916-549-4864
Latitudes Insurance Agency, LLC	6101 Ball Road, #214 Cypress, CA 90630-3965	714-226-9831
Credence Insurance Agency, Inc	1215 E Colorado St , Suite 201 Glendale, CA 91205-1404	818-224-7600
Clymer Insurance Group, LLC	8345 Reseda Blvd , Suite 110 Northridge, CA 91324-4621	818-776-9242
B D A H – Insurance & Financial Services, Inc	9071 Foothills Blvd , Suite 1 Roseville, CA 95747-5145	916-221-5711
More Choices Insurance Agency, LLC	1050 Opportunity Drive, Suite 140 Roseville, CA 95678-3029	916-899-6600
Gateway Insurance Group, Inc	2010 Crow Canyon Pl , Suite 100, Office #404 San Ramon, CA 94583-4634	858-428-3929
DJD Insurance Services, LLC	1108 Sartori Ave , Unit 120 Torrance, CA 90501-2286	310-744-1996
Mann Insurance Brokers, Inc	4 Union Square, Suite E Union City, CA 94587-3523	510-487-1000

COLORADO

Franchisee's Name	Address	Phone Number
The Head Insurance Group, Inc	9035 Wadsworth Parkway, Suite 1450 Westminster, CO 80021-8614	303-955-6494

CONNECTICUT

Franchisee's Name	Address	Phone Number
SafeOne, LLC	27 Mill Plain Road, Suite 2 Danbury, CT 06811-7101	203-917-4726

FLORIDA

Franchisee's Name	Address	Phone Number
Diverse Insurance Group, Inc	9900 Stirling Road, Suite 240 Cooper City, FL 33024-8065	754-300-7352
The Maurer Agency, Inc	660 Linton Blvd , Suite 206G Delray Beach, FL 33444-8167	561-232-3990
Tropical Insurance Group, Inc	6447 Miami Lakes Drive East, Suite 220 Hialeah, FL 33014-2703	305-479-2466
IKA Financial, LLC	6840 SW 40th Street, Suite 202B Miami, FL 33155-3762	305-677-8022
J Yara Insurance Agency, Inc	2500 NW 97th Ave , Suite 202 Miami, FL 33172-1406	305-593-7883
Empire Insurance Partners, LLC	15800 Pines Blvd , Suite 300 Pembroke Pines, FL 33027-1212	786-735-3005
People S Insurance Agency of Florida, LLC	1808 N University Dr Pembroke Pines, FL 33024-2604	754-200-4886
Spears Insurance Group, Inc	1931 NW 150 Ave , Suite 117 Pembroke Pines, FL 33028-2877	954-450-2175
Wienants Insurance Agency, Inc	9655 S Dixie Highway, Suite 210 Pinecrest, FL 33156-2813	786-384-5880
Cormier Insurance Group, Inc	2171 US Highway 27N Sebring, FL 33870-1886	863-382-6868
Priestman Group, Inc	1000 SE Monterey Commons, Suite 106 Stuart, FL 34997-3320	888-212-2066
Florida Outlet Insurance, LLC	4976 N Pine Island Rd Sunrise, FL 33351-5314	954-749-0773
LittleSaigon Financial Services, Inc	4620 W Commercial Blvd , Suite 7-A Tamarac, FL 33319-3308	954-485-0383

GEORGIA

Franchisee's Name	Address	Phone Number
Georgia Insurance Group, LLC	185 Veterans Memorial Highway, Suite 108, Mableton, GA 30126-2547	770-627-4223

ILLINOIS

Franchisee's Name	Address	Phone Number
Diversified Financial Solutions, LLC	2901 W Main St Belleville, IL 62226-6669	618-589-2111
JorVal, Inc	6542 Joan Drive Belvidere, IL 61008-9017	779-552-8421
Howard Insurance Group, LLC	10032 S Western Ave Chicago, IL 60643-1926	773-840-4017

Franchisee's Name	Address	Phone Number
First Choice Collinsville, LLC	409 Beltline Road, Suite 140 Collinsville, IL 62234-4480	618-343-0795
ESell Express Insurance Agency, Inc	207 N Main St , Suite 103F Columbia, IL 62236-1755	618-281-9080
US Tax & Insurance Service, Ltd	636 S River Rd , Suite 104 Des Plaines, IL 600164624	847-636-5500
Melrose Financial Services Corp	2200 Iowa St , Suite B Melrose Park, IL 60160-3600	708-223-4485

INDIANA

Franchisee's Name	Address	Phone Number
American Mortgage and Financial Services, LLC	216 N Main Street Goshen, IN 46526-3209	574-534-9666
Lovelace Family Insurance Agency, LLC	608 Main Street, Suite D Jasper, IN 47546-3039	812-482-5533

KANSAS

Franchisee's Name	Address	Phone Number
AP Insurance Group, LLC	9415 E Harry Street, Suite 105 Wichita, KS 67207-5033	316-618-8900

MASSACHUSSETTS

Franchisee's Name	Address	Phone Number
Ferreira Insurance, LLC	655 State Road, Suite 201 Westport, MA 02790-2862	774-294-4181

MICHIGAN

Franchisee's Name	Address	Phone Number
Insurify, LLC	12928 W Warren Ave Dearborn, MI 48126-1535	313-506-4958
United Insurance Group, LLC	1380 Haslett Road Haslett, MI 48840-7623	248-421-2998
Choice Insurance Group, LLC	5700 Crooks Rd , Suite 202 Troy, MI 48098-2809	248-721-8051

MINNESOTA

Franchisee's Name	Address	Phone Number
Champion Insurance Services, Inc	1955 University Avenue W, Suite 206 St Paul, MN 55104-3482	651-644-6464
Reliable Family Insurance Agency, Inc	2147 University Ave , W, Suite 101 St Paul, MN 55114-1313	651-645-5999

Golden Harbor Insurance Agency, LLC	724 East Broadway Winona, MN 55987-4433	507-474-2450

MISSISSIPPI

Franchisee's Name	**Address**	**Phone Number**
Reynolds Independent Insurance Agency, LLC	6204 Washington, Ave Ocean Springs, MS 39564-2653	228-215-0484

MISSOURI

Franchisee's Name	**Address**	**Phone Number**
CFSINS, LLC	1413 Jeffco Blvd Arnold, MO 63010-2141	636-282-5055
First Missouri Insurance Group, LLC	2 South Mount Auburn Road Cape Girardeau, MO 63703-4914	573-335-5822
The Silver & McDonough Company, LLC	15455 Conway Rd , Suite 140 Chesterfield, MO 63017-6032	636-733-0030
Missouri Insurance Solutions, LLC	17028 LIV 244 Chillicothe, MO 64601-2979	660-247-5200
1 Affordable Insurance Agency, LLC	2519 Bernadette Dr Columbia, MO 65203-4674	573-449-0559
Able America, LLC	125 Graham Road Florissant, MO 63031-7026	314-831-7880
GFAI, LLC	1371 McNutt Street Herculaneum, MO 63048-1519	636-232-0460
JLMT Neighbors, LLC	3027 High Ridge Blvd High Ridge, MO 63049-2216	314-677-3970
G Schroeder Enterprise, LLC	995 Cool Springs Industrial Drive O'Fallon, MO 63366-2874	636-477-6566
The TAK Group, LLC	995 Cool Springs Industrial Drive O'Fallon, MO 63366-2874	636-379-8107
Great Wall Insurance Agency, LLC	9666 Olive Blvd , Suite 203 Olivette, MO 63132-3012	314-395-6002
American Brokerage, LLC	1884 Highway Z Pevely, MO 63070-1315	636-224-2220
Lenox Insurance Agency, LLC	1065 First Capital Drive St Charles, MO 63301-2735	636-947-4040
Goetz Insurance Agency, LLC	4586 Telegraph Road St Louis, MO 63129-3218	314-720-1702
Karic Insurance Agency, LLC	4641 Gravois Avenue St Louis, MO 63116-2445	314-352-8880
The Ryan Borland Agency	12412 Powerscourt Drive St Louis, MO 63131-3665	314-324-1712
1st MidWest Agency, LLC	10B Richmond Center Ct St Peters, MO 63376-5973	636-387-1401
Lockwood Financial Insurance Services, LLC	130 W Lockwood Webster Groves, MO 63119-2916	314-968-8200

MONTANA

Franchisee's Name	Address	Phone Number
Treasure State Insurance Agency, Inc	38 E Washington Street, Suite 5 Kalispell, MT 59901-3974	406-314-6300

NEW JERSEY

Franchisee's Name	Address	Phone Number
East Coast Metro Insurance Agency, LLC	227 Patterson Avenue East Rutherford, NJ 07073-1805	201-212-6342
North Jersey Insurance Group, LLC	358 Midland Avenue Garfield, NJ 07026-1719	201-773-8989
Sabatine Insurance & Financial Services, LLC	921 Pleasant Valley Road Mt Laurel, NJ 08054-1210	856-673-1885
Crespo Insurance Agency, LLC	5641 Westfield Ave Pennsauken, NJ 08110-1836	856-379-3074
DeRose Insurance Agency, LLC	279 Egg Harbor Road, Suite A Sewell, NJ 08080-3149	609-417-0055
Catalano & Steffani Insurance Group, LLC	901 Route 168, Suite 203C Turnersville, NJ 08012-3200	856-352-6965
G&C Insurance Agency, LLC	25 West Olive St Westville, NJ 08093-1432	856-349-2797

NEW YORK

Franchisee's Name	Address	Phone Number
AJ Faizy, LLC	1471 Route 9, Suite 214 Clifton Park, NY 12065-6500	518-982-1416
Shoaib S Muhammad	14803A Hillside Avenue Jamaica, NY 11435-3330	718-487-4338
APNY Insurance Agency, LLC	1108 Cypress Avenue 1 Front Right Ridgewood, NY 11385-6088	347-457-5711
Dealers Insurance Agency Network, LLC	2171 Monroe Ave , Suite 205C Rochester, NY 14618-2432	866-677-0003
Global Network Insurance Brokers, LLC	920 Niagara Falls Blvd Tonowanda, NY 14223-1846	716-362-8778
Towpath Insurance Agency, Inc	Main Street Shopping Center, Suite 200 Waterloo, NY 13165-1454	315-946-6022
Jade Agency, Inc	641 Yonkers Ave Yonkers, NY 10704-2623	914-751-8000

NORTH CAROLINA

Franchisee's Name	Address	Phone Number
Charlotte Insurance Solutions, LLC	5960 Fairview Road, Suite 400 Charlotte, NC 28210-3119	704-572-0655

OHIO

Franchisee's Name	Address	Phone Number
Winderl/Kaminsky Insurance Agency Co , LTD	1424 Ety Rd NW Lancaster, OH 43130-7745	740-654-7782
Dick Spencer Insurance Agency, LLC	926 Gay Street Portsmouth, OH 45662-4150	740-353-5131

OKLAHOMA

Franchisee's Name	Address	Phone Number
BR Insurance & Financial Group, Inc	7485 E 46th Place Tulsa, OK 74145-6305	918-508-2910

OREGON

Franchisee's Name	Address	Phone Number
Fruin Group, Inc	210 Oakway Road Eugene, OR 97401-4873	541-653-8008

PENNSYLVANIA

Franchisee's Name	Address	Phone Number
The Atherton Group, LLC	1100 E Hector St , Suite 218 Conshohocken, PA 19428-2310	484-344-5555
Lake Shore Insurance Agency, LLC	1946 West 26th Street Erie, PA 16508-1153	814-454-2472
Fidelity Insurance & Financial Services, LLC	7 Church Rd Hatfield, PA 19440-1249	215-997-4114
Jefferson Avenue Insurance & Financial Services, LLC	632 Germantown Pike, Suite B Lafayette Hill, PA 19444-1641	610-260-3078
Mvest Insurance & Financial Services, LLC	1816 WestPoint Pike, Suite 214 Lansdale, PA 19446-5696	215-297-6422
Steven J Milligan	6908 Bristol Emilie Rd Levittown, PA 19057-2805	215-269-1100
Omni Insurance Solutions, LLP	1429 New Butler Rd New Castle, PA 16101-3001	724-856-3349
Steel City Alliance, LLC	3281 Leechburg Road New Kensington, PA 15068-2846	724-335-2489
Nigro Insurance Agency, LLC	35 Letitia St Philadelphia, PA 19106-3004	215-278-9640
United Insurance & Financial Group, LLC	9 North Darlington Street West Chester, PA 19380-2945	484-881-6848
Robbins Insurance & Financial Services, LLC	415 Davisville Rd , Suite 2 Willow Grove, PA 19090-2700	215-366-7730

WestSide Insurance Services, LLC	1408 Penn Ave Wyomissing, PA 19610-2134	610-406-3898

TENNESSEE

Franchisee's Name	Address	Phone Number
Don Dodd Insurance and Financial Group, LLC	131 Maple Row Blvd, Suite E500 Hendersonville, TN 37075-3880	615-824-4557
The Mitchell Beene Agency, LLC	5617 Highway 153, Suite 101 Hixon, TN 37343-4675	423-877-3816
Billie J Minton Insurance Agency, LLC	1000 E Center St , Suite 200 Kingsport, TN 37660-4973	423-723-2244
Fox Insurance Group, LLC	1216 Nashville Highway Lewisburg, TN 37091-2222	931-359-7391
Scales Insurance Agency, LLC	525 Uptown Square Murfreesboro, TN 37129-0589	615-809-2393
Academy Insurance Agency, LLC	2131 Murfreesboro Rd , Suite 103 Nashville, TN 37217-3367	615-360-8204

TEXAS

Franchisee's Name	Address	Phone Number
Blue Eagle Insurance Group, LLC	6601 Everhart Rd , Suite D4 Corpus Christi, TX 78414-2255	361-881-4838
Grunor Family Insurance Group, LLC	3201 Teasley Lane, Suite 305 Denton, TX 76210-8302	940-387-3618
Bradley Insurance Group, LLC	4221 Preston Road, Suite 200 Frisco, TX 75034-8511	214-395-3705
Tremar Insurance Agency, LLC	1519 Washington St , Suite 101B Laredo, TX 78040-4212	214-280-0636
Perfect Choice Insurance Group, LLC	307 South MCDonald St , Suite 102 McKinney, TX 75069-5604	972-548-0325
ETL Insurance Agency, LLC	2403 Martin Luther King Drive Orange, TX 77630-1774	409-330-4344
First Tier Insurance Agency, LLC	2404 S Grand Blvd , Suite 115 Pearland, TX 77581-4299	281-485-0833
TexInsurance Providers, LLC	957 E Hidalgo Avenue, Suite E Raymondville, TX 78580-4037	210-274-9978
Jenny Shelton Insurance Agency, PLLC	2841 College Hills Blvd San Angelo, TX 76904-5225	325-949-5805
Lozano Risk Management Brokers, LLC	110 Broadway St , Suite 207 San Antonio, TX 78205-1904	210-910-6410
Palmer Insurance Group, Inc	2700 NE Loop 410, Suite 330 San Antonio, TX 78217-4840	210-651-0022
Roxanne W Brown	3419 NorthEast Parkway, Suite 106 San Antonio, TX 78218-3326	210-502-8382
Simple Insurance Agency, LLC	330 Main St , Suite 8 Sealy, TX 77474-2300	832-293-0574
Donna Frazier, LLC	315 Talbot Street	512-309-4323

Franchisee's Name	Address	Phone Number
G&S Insurance Solutions, LLC	Taylor, TX 76574-3557 224 North Main Street Weatherford, TX 76086-3243	817-550-6373

UTAH

Franchisee's Name	Address	Phone Number
Stasinos Insurance and Financial Services, LLC	334 W Tabernacle Street, Suite J-5 St George, UT 84770-3341	435-674-4934

VIRGINIA

Franchisee's Name	Address	Phone Number
Karen L Patton	3130 Cedar Valley Drive, Suite 103 Richlands, VA 24641-3064	276-963-0303

WASHINGTON

Franchisee's Name	Address	Phone Number
The Callaham Group, LLC	403 Madison Ave , N Suite 240 Bainbridge Island, WA 98110-2822	206-842-1707

FRANCHISEES WHICH LEFT THE SYSTEM

(The list of franchisees which have been terminated, cancelled, not renewed, transferred 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 GLOBAL within 10 weeks of the Application Date) If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

Choices Insurance Agency, Inc
9092 Talbert Avenue, Suite 5A
Fountain Valley, CA 92708-4452
714-964-3834

CTNY Insurance Group, LLC
50 Washington Street, Suite 743
Norwalk, CT 06854
203-354-4587

Langan Insurance Group, Inc
119 N Second Street, PO Box 192
Petone, IL 60468
708-258-6720

Safelight Insurance, LLC
29781 SW Town Center Loop West, Ste 300
Wilsonville, OR 97070
503-682-2000

Prestige Insurance Agency, LLC
25 W Broad Street, Suite 7
Cookeville, TN 38501
931-854-1587

James-Mackenzie Insurance Group, LLC
2610 W FM 544, Suite 108
Wylie, TX 75098
972-808-7353

EXHIBIT G
UNAUDITED FINANCIAL STATEMENTS

IF FINANCIAL STATEMENTS ARE INCLUDED IN THIS EXHIBIT, THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT AUDITED THESE FIGURES OR EXPRESSED THEIR OPINION WITH REGARD TO THE CONTENT OR FORM

NONE AT THIS TIME

EXHIBIT H
LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

NOTE SOME STATES REQUIRE THAT THE FRANCHISE BE REGISTERED WITH A STATE AGENCY WE DO NOT OFFER OR SELL FRANCHISES IN ANY OF THOSE STATES UNLESS WE ARE REGISTERED, AND THE LISTING OF A STATE BELOW DOES NOT MEAN THAT WE ARE SO REGISTERED

LIST OF STATE AGENCIES

California
Dept of Business Oversight
One Sansome Street, Ste 600
San Francisco, CA 94104
(866) 275-2677

Florida
Dept of Agriculture and
Consumer Services
Division of Consumer Services
227 N Bronough Street, 7th Fl
Tallahassee, FL 32301
(904) 922-2770

Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, #203
Honolulu, HI 96813
(808) 586-2722

Illinois
Office of Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street
Room E-111
Indianapolis, IN 46204
(317) 232-6681

Maryland
Office of Attorney General
Maryland Division of Securities
200 St Paul Place
Baltimore MD 21202-2020
(410) 576-6360

Michigan
Michigan Attorney General
Consumer Protection Division
525 W Ottawa Street
G Mennen Williams Bldg
Lansing, MI 48913
(517) 373-7117

Minnesota
Minnesota Dept of Commerce
Registration and Licensing
Division
85 7th Place East, Suite 500
St Paul, MN 55101
(612) 296-6328

Nebraska
Dept of Banking and Finance
1526 K Street, Suite 300
Lincoln, NE 68508
(402) 471 3445

New York
New York State Dept of Law
Bureau of Investor Protection
and Securities
120 Broadway, 23rd Floor
New York, NY 10271
(212) 416-8211

North Dakota
North Dakota Securities Dept
600 East Boulevard
5th Floor, Dept 414
Bismarck, ND 58505 0510
(701) 328-4712

Oregon
Dept of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Rhode Island
Dept of Business Regulation
Division of Securities
233 Richmond Street, #232
Providence, RI 02903
(401) 222-3048

South Dakota
Dept of Labor & Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

Texas
Secretary of State
P O Box 13563
Austin TX 78711
(512) 475-1769

Virginia
State Corporation Commission
Division of Securities and
Retail Franchising
1300 E Main Street, 9st Floor
Richmond VA 23219
(804) 371-9672

Washington
Department of Financial
Institutions
Securities Division
State of Washington
P O Box 9033
Olympia, Washington 98507-
9033
(360) 902-8738

Wisconsin
Dept of Financial Institutions
Division of Securities
345 W Washington Ave , 4th FL
Madison WI 53703
(608) 261-9555

LIST OF AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Corporations
California Dept of Business Oversight
320 West 4th Street, Suite 750
Los Angeles California 90013 2344
(866) 275 2677

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

Illinois
Illinois Attorney General
500 South Second Street
Springfield Illinois 62706
(217) 782-1090

Indiana
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis Indiana 46204
(317) 232-6531

Maryland
Maryland Securities Commissioner
200 St Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan
Department of Commerce,
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910
(517) 334-6212

Minnesota
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St Paul, Minnesota 55101
(612) 296-4026

New York
Secretary of State of the State of New York
41 State Street
Albany New York 12231
(518) 473-2492

North Dakota
North Dakota Securities Department
600 East Boulevard, State Capitol, 5th Fl Dept 414
Bismarck, ND 58505-0510
(701) 328 4712

Oregon
Director of Oregon,
Department of Insurance and Finance
700 Summer Street, N E , Suite 120
Salem Oregon 97310
(503) 378-4387

Rhode Island
Director of Rhode Island,
Department of Business Regulation
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232
(401) 222-3048

South Dakota
Director of South Dakota Division of Securities
124 S Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-4823

Virginia
Clerk of the State Corporation Commission
1300 East Main Street 9st Floor
Richmond, Virginia 23219
(804) 371 9672

Washington
Director of Dept of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Wisconsin Commissioner of Securities
345 W Washington Ave , 4th Floor
Madison, Wisconsin 53703
(608) 261-9555

EXHIBIT I
RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE (the "General Release") is made by the undersigned (hereinafter "Releasor(s)") for the benefit of Equity One Franchisors, LLC, a Missouri limited liability company (hereinafter, "Franchisor"), on this ____ day of _____, 20____

RECITALS

WHEREAS, Releasor is a GlobalGreen Agency franchisee and operates a GobalGreen Insurance Agency (the "Franchised Business") pursuant to that certain franchise agreement dated _____(the "Franchise Agreement"),

WHEREAS, Releasor desires to renew its franchise with Franchisor or desires Franchisor's consent to _____ in connection with the Franchise Agreement, and

WHEREAS, certain states require certain changes be made to this General Release specific to such state

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Releasor hereby agrees, covenants and promises as follows

1 Releasor, on behalf of itself and each of the persons and entities described in Section 2 hereof, hereby absolutely and forever releases, remises and discharges Franchisor and each of the persons and entities described in Section 3 hereof, from any and all claims, demands, damages, liabilities, costs (including, but not limited to reasonable attorneys' fees, accounting fees or experts' fees, and the costs of litigation, arbitration or other proceedings), expenses, liens, losses, charges, audits, investigations, injunctions, orders, rulings, subpoenas, controversies, obligations, debts, loans, interest, dues, accounts, awards, reckonings, bonds, bills, covenants, promises, undertakings, variances, trespasses, judgments, executions, sums of money owed, arbitrations, suits, decisions, proceedings, verdicts entered, issued, made or rendered and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which Releasor now has, owns or holds, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, pertaining to, arising out of or in connection with the Franchise Agreement, any related agreements or the franchisor franchisee relationship between Releasor and Franchisor Notwithstanding the foregoing, if this General Release is entered into in conjunction with the renewal, assignment or transfer of the Franchise Agreement, the foregoing release shall not apply to any liability under any state franchise law which governs this Release

2 Releasor hereby understands and agrees that this General Release shall extend to and be binding upon any and all of Releasor's past, present and future officers, directors, owners, employees, representatives, agents, trustees, successors, affiliates and assigns, and their respective insurers and underwriters If more than one party shall execute this General Release, the term "Releasor" shall mean and refer to each of the parties executing this General Release, and all such parties shall be bound by its terms, jointly and severally

3 Releasor hereby understands and agrees that this General Release shall extend to and inure to the benefit of Franchisor and any and all of Franchisor's past, present and future officers, directors, owners, employees, representatives, agents, trustees, successors, affiliates and assigns, and their respective insurers and underwriters

4 Releasor hereby understands and agrees that this General Release supersedes any prior agreement, oral or written, with respect to its subject matter Releasor understands and agrees that no representations, warranties, agreements or covenants have been made by Franchisor with respect to this General Release, other than those expressly set forth herein, and that in executing this General Release, Releasor is not relying upon any representations, warranties, agreements or covenants not expressly set forth in this General Release

5 This General Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate This General Release and all acts and transaction under it shall in all respects be interpreted, enforced and governed by the internal laws of the state in which Franchisor's principal place of business is located without regard to principles of conflicts of law

6 If any provision of this General Release is found or declared invalid or unenforceable by any arbitrator, court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof and this General Release shall thereafter continue in full force and effect except that such invalid or unenforceable provision, and (if necessary) other provisions hereof, shall be reformed by such arbitrator, court or other competent authority so as to effect insofar as is practicable, the intention of the parties set forth in this General Release, provided that if such arbitrator, court or other competent authority is unable or unwilling to effect such reformation, the invalid or unenforceable provision shall be deemed deleted to the same extent as if it had never existed

7 Releasor hereby certifies that Releasor has read all of this General Release and fully understands all of the same, and that Releasor has executed this General Release only after having received full legal advice and disclosure as to Releasor's rights from legal counsel of Releasor's choice

IN WITNESS WHEREOF, each Releasor party hereto has executed this General Release effective as the day and year first above written

RELEASOR

_____

By _____
Name _____
Title _____

_____

_____

_____

EXHIBIT J
RECEIPT

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

If Equity One Franchisors, LLC offers you a franchise, we 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 Under Iowa law, if applicable, we must provide this disclosure document to you at your 1st personal meeting to discuss the franchise or 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 Under Michigan law, if applicable, Equity One Franchisors, LLC must provide this disclosure document to you at least 10 business 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 Under New York, or Rhode Island law, if applicable, Equity One Franchisors, LLC must provide this disclosure document to you at the earliest of your 1st personal meeting to discuss the franchise or 10 business 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

If Equity One Franchisors, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the appropriate state agency identified in Exhibit H

The name, principal business address and telephone number of each franchise seller offering the franchise Jeffrey L Wilson, Raymond M Spears, and Charles H Donaldson, Jr , 15455 Conway Road, Suite 315, Chesterfield, MO (636) 536-5005, and (if applicable) _____

Date of Issuance March 27, 2017

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

I have received a disclosure document dated March 27, 2017, that included the following Exhibits

A	Franchise Agreement
B	Service Agreement
C	Table of Contents of Manual
D	State Law Addendum
E	List of Franchisees
F	Audited Financial Statements
G	Unaudited Financial Statements - None
H	List of State Agencies/Agents for Service of Process
I	Release
J	Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

KEEP THIS COPY FOR YOUR RECORDS

#1645882 1

RECEIPT

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

If Equity One Franchisors, LLC offers you a franchise, we 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 Under Iowa law, if applicable, we must provide this disclosure document to you at your 1st personal meeting to discuss the franchise or 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 Under Michigan law, if applicable, Equity One Franchisors, LLC must provide this disclosure document to you at least 10 business 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 Under New York, or Rhode Island law, if applicable, Equity One Franchisors, LLC must provide this disclosure document to you at the earliest of your 1st personal meeting to discuss the franchise or 10 business 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

If Equity One Franchisors, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the appropriate state agency identified in Exhibit H

The name, principal business address and telephone number of each franchise seller offering the franchise Jeffrey L Wilson, Raymond M Spears, and, Charles H Donaldson, Jr , 15455 Conway Road, Suite 315, Chesterfield, MO (636) 536-5005, and (if applicable) _____

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D	State Law Addendum
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F	Audited Financial Statements
G	Unaudited Financial Statements - None
H	List of State Agencies/Agents for Service of Process
I	Release
J	Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Equity One Franchisors, LLC, 15455 Conway Road, Suite 315, Chesterfield, MO 63017