FRANCHISE DISCLOSURE DOCUMENT

LINK USA, LLC
a North Carolina LLC
4040 Passerine Avenue
Wilmington, NC 28412
(910) 800-0296
www.linkbusiness.com

The franchises described in this disclosure document are for the development and operation of a **LINK** Franchised Business that will provide business brokerage services using the mark LINK and its various services and benefits. The total investment necessary to begin operation of each Franchised Business is $~~68~~84,200 to $~~148~~188,500. This includes $~~45~~55,000 that must be paid to the franchisor.

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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 and payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Ron Hottes at the above address and telephone number.

The terms of your contract will govern your franchise relationship. Do not 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: February 25, 2019

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 D** 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 THAT ALL DISAGREEMENTS MAY BE SETTLED BY ARBITRATION IN NEW HANOVER COUNTY, NORTH CAROLINA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN NORTH CAROLINA THAN IN YOUR HOME STATE.

2. ARBITRATION WILL NOT BE USED FOR ANY DISPUTE WHICH INVOLVES A FRANCHISEE'S CONTINUED USAGE OF ANY OF THE MARKS OR ANY ISSUE INVOLVING INJUNCTIVE RELIEF AGAINST FRANCHISEE, ALL OF THESE ISSUES WILL BE SUBMITTED INITIALLY TO A COURT IN NEW HANOVER COUNTY, NORTH CAROLINA. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN NORTH CAROLINA OVER ANY SUCH ISSUES NOT SUBJECT TO ARBITRATION.

3. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE MOST OF YOUR TERRITORY IS LOCATED GOVERNS THE AGREEMENT.

4. YOU MUST MEET THE DESIGNATED MINIMUM PERFORMANCE REQUIREMENTS. IF YOU FAIL TO DO SO FOR TWO OR MORE YEARS, WE COULD TERMINATE YOUR AGREEMENT AND YOU COULD LOSE YOUR INVESTMENT.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

STATE EFFECTIVE DATES

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

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

California: _______________, 2019
Michigan: _______________, 2019

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MICHIGAN STATE LAW ADDENDA
LINK USA, LLC

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on your right to join an association of franchisees.

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

(c) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us 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) you are 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 you do not receive at least 6 months advance notice of our intent not to renew the franchise.

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

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

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

(i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) You or your proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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: Telephone Number: (517) 373-7117

State of Michigan, Department of Attorney General
Consumer Protection Division, Attn: Franchise
670 Law Building
Lansing, Michigan, 48913

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the words "**We**", "**Us**" or "**Our**" mean the franchisor LINK USA, LLC "**You**" or "**Your**" includes any legal entity which buys the franchise and includes its owners. Terms set forth in bold face are done so for ease of reference only.

We were organized on November 9, 2017 as a North Carolina limited liability company for the purpose of selling franchises and developing a network of business brokerages using the mark LINK ("**LINK Businesses**"). We are continuing the franchises developed by Our predecessor, LINK USA, LLC, a California limited liability company (**"LUL**"), which was formed on April 8, 2014.

We offer and sell the LINK franchises described in this Franchise Disclosure Document and have not conducted any other type of business. Neither We nor LUL have offered franchises in any other lines of business and do not do business under any other name. We began offering franchises in December 2017.

Our principal business address is 4040 Passerine Ave., Wilmington, NC 28412. Our agents for service of process are listed on **Exhibit D.** LUL's principal business address was 3711 Long Beach Blvd., Suite 900, Long Beach, CA 90807. LUL started offering franchises in 2014. As of December 31, ~~2017~~2018, there were eight~~seven~~ Link Businesses open and operating.

Link Business Franchising Limited, a company incorporated under the Companies Act 1993 of New Zealand, Auckland, NZ ("**LINK NZ**"), has granted Us the exclusive right to operate and franchise others to operate the LINK Business System within the United States of America.

LINK NZ has operated a LINK business brokerage and sales business in Auckland, New Zealand, since 1996. LINK NZ has offered LINK franchises since 2007. It has not offered franchises in any other line of business. As of December 31, 2016, there were ~~7~~ 8 operating LINK franchises in New Zealand, ~~8~~ 9 in Australia, and ~~11~~ 2 in ~~South Africa~~Philippines. The address of LINK NZ is Level 1, 401 Great South Road, Ellerslie, Auckland, New Zealand 1061; Tel: +64 9 579 9226. LINK NZ is also Our predecessor. The founder of LINK NZ, Aaron Toresen, is one of Our owners.

The Franchises Being Offered

Each LINK Franchised Business will use the LINK mark and other designated trademarks (the **"Marks**") and the system (the **"System**") developed by LINK NZ to operate a business brokerage business using a unique, tailored approach to facilitation and a focus on delivering exceptional service. The business brokers are grouped into their own specialized divisions, from franchise and rural business to tourism and substantial business. Our website is a key element in helping people find businesses for sale.

The purpose of Our franchise program is to expand the marketing of the LINK System and to set up LINK Business offices which will operate under the LINK Marks and System as developed by LINK NZ and to provide business brokerage services. Each LINK Business will use the LINK trademark and other designated trademarks (**"Marks"**) and follow Our System, which includes the LINK Information and Operations Navigator **("LION")** and business procedures stated in Our confidential Operations Manual (the "**Manual**").

Franchise Procedures and Agreements

Your first step is to complete and send Us an Information Questionnaire. Upon Our approval of Your Franchise Application, You and We will sign a Preliminary Agreement (**Exhibit A**) which becomes a contractual commitment between You and Us, subject to its specified conditions, such as Your completion of training, obtaining all necessary permits and licenses and payment of the balance of the initial franchise fee.

The initial term of each Franchise Agreement (**Exhibit B**) is ten (10) years and is renewable for an unlimited number of additional five (5) year terms, subject to certain conditions. See "Renewal" discussed below in ITEM 17. You will receive a designated territory agreed to by You and Us in which We will not authorize anyone else to open an LINK Business. You and other Franchisees may solicit Customers in all areas, including territories designated to a Franchisee.

Industry Regulation

You may be required to obtain a real estate or other license depending on where Your Business is located. You may be required to obtain local licenses and permits. You should check with your state and local authorities and/or a local attorney to determine if there are additional requirements.

Competition

The market for business brokerage services is steadily growing and has become very competitive. You will compete with a variety of providers, including large well-established firms, which may have financial, personnel and technical resources far greater than Us or You. Overall, the market is dominated by small entrepreneurs that are locally owned and operated. You will compete in this competitive environment.

ITEM 2. BUSINESS EXPERIENCE

The LINK Business experience of Our officers, directors and key management for the last five years is as follows:

COO, Manager and Founder: Ronald Hottes

Ron Hottes, one of Our two Founders, has been Our COO and Manager since We were formed in November 2017 and relocated to North Carolina. He was COO and Manager of LINK USA, LLC ("LUL") from April 2014 to March 2018 in Long Beach, California. ~~He~~ Mr. Hottes was President of Business Team L.A in Torrance, CA from September 2006 to April 2014.

CEO, Manager and Founder: Aaron Toresen

Aaron Toresen, one of Our two Founders, has been Our CEO and Manager since We were formed in November 2017 and relocated to North Carolina. He was CEO and Manager of LINK USA, LLC ("LUL") from April 2014 to March 2018 in Long Beach, California. He also founded Link NZ and has been Managing Director of Link NZ since July 2004.

Vice President of Operations: Dawn Buboltz (CURRENT ROLE or NONE??)

Dawn Buboltz has been Our Vice President of Operations since We were formed in November 2017. She was Vice President of Operations of LINK USA, LLC ("LUL") from November 2015 to March 2018 in Long Beach, California. From September 1989 to August 2015, she was with the Chaffey Joint Union High School in Ontario, California first as a Math Teacher, then Department Chair and in 2012 as the Principal.

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ITEM 3. LITIGATION

No litigation is required to be disclosed in this ITEM.

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this ITEM.

ITEM 5. INITIAL FEES

The initial franchise fee for each new franchise Business is $~~45~~55,000.

If We approve Your Franchise Application, You and We will sign a Preliminary Agreement (**Exhibit A)** and You will pay Us $10,000 as a deposit, which will be applied to the initial franchise fee.

You will pay Us the balance of the initial franchise fee in full when the Franchise Agreement (**Exhibit B**) is executed, which will be ~~after~~ before training and before operating Your LINK Business. There are no refunds of any part of the initial franchise fee. ~~Once the Franchise Agreement is executed, there are no refunds of the initial franchise fee which must be paid in full before You start Your LINK Business.~~

All fees payable to Us are intended to be "net" amounts and You will pay or reimburse Us for any sales, services, use or similar taxes which may be imposed upon any such fees.

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ITEM 6. OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Ongoing Franchise Fee	6.5% of Your Gross Revenues	~~Weekly~~ Monthly	All Fees are payable to Us. See Note 1, 2 and 3.
Marketing Fund Fee (when established)	Up to 2% of Your Gross Revenues	~~Weekly~~ Monthly	All Fees are payable to Us. See Note 1, 2 and 3.
Local Marketing	2% of Gross Revenues	As Incurred	See Note 2 and 4.
Software Fee	Reasonable fee (currently $180 each month)	Monthly	All Fees are payable to Us. See Note 1, 3 and ~~4~~5.
Continuing Training	Reasonable Fee (currently $~~300~~ 500 per day plus travel expenses)	Upon Invoice	All Fees are payable to Us. See Note 1 and ~~5.~~6
Attorneys Fees	Reasonable amount to prevailing party in any legal proceeding	As Incurred	See Note ~~6~~7.
Transfer Fee	25% of then current initial franchise fee	Before actual transfer	All Fees are payable to Us. See Note 1.
Renewal Fee	25% of then current initial franchise fee	Prior to Renewal	All Fees are payable to Us. See Note 1.
Indemnification	Amount of claim and costs incurred	Upon Demand	All Fees are payable to Us. See Note 1 and ~~7~~8.
Insurance	Amount of unpaid premiums and related costs	Upon Demand	All Fees are payable to Us. See Note 1 and ~~8~~9.
Audit	Reasonable Accounting and Legal Fees	Upon invoice	See Note 10.

Liquidated Damages - Default	Lump Sum (Calculation based on number of months and Royalty Fee averages.)	Upon Demand	All Fees are payable to Us. See Note 1 and 11.
Liquidated Damages –wrongful hire	Amount of annual salary	Upon Demand	See Note 12

FOOTNOTES:

(1) You must submit most of the payments in this table to Us. None of these fees are refundable for any reason except errors. All fees payable to Us are intended to be “net” amounts and You will pay or reimburse Us for any sales, services, use or similar taxes which may be imposed upon any such fees (specifically not to include income taxes).

(2) "**Gross Revenues**" is defined in the Franchise Agreement as the total of all payments received by You in or from the Business during each month.

(3) You must pay these fees no later than the ~~third~~ fifth (5th~~3rd~~) day following the end of each month or such other time as may be designated in the Manual. You agree to pay all such Fees to Us by direct transfer of funds (“**EFT**”) or other method of payment designated by Us. You must submit, for each designated period, a sales report, and ensure that each account has sufficient funds for the transfer. ~~You must make payments in strict accordance with Our requirements as set forth in the Manual~~. We will deposit each Marketing Fund payment into a separate bank account to be used for advertising and marketing purposes as described in ITEM 11.

(4) You must spend at least this amount monthly to conduct approved local advertising and sales programs for Your Business and send Us proof of the spending if requested. If an advertising cooperative is established in Your area, You must join it and contributions to it will be applied toward this obligation.

(5) This monthly fee is for the Microsoft Dynamics CRM and Office 365 software required to utilize Our proprietary cloud base LINK Business database and management system. The LION system is described in ITEM 11. The software fee is set by Microsoft and can be modified during the course of the Franchise Agreement. Currently, the monthly fee is $180.00.

(~~5~~6) This estimate is for future additional training. Training may be for refresher courses in Business operations and training sessions for introducing new services or procedures.

FOOTNOTES CONTINUED ON NEXT PAGE.

FOOTNOTES CONTINUTED:

(~~6~~7) Such fees will vary based on circumstances and may include reimbursement for legal or accounting fees that occur as a result of any breach of the Franchise Agreement.

(~~7~~8) The Franchise Agreement requires You to indemnify Us for claims relating to Your operation of the LINK Business.

(~~8~~9) Payable if You fail to maintain required insurance coverage and We obtain coverage for you.

(10) In addition to any additional fees found due as a result of an audit of Your financial records, You must reimburse Us for Our actual costs included in conducting the audit, including attorney's fees, accountants' fees, travel expenses and compensation of Our employees. These fees will not exceed Our actual costs.

(11) If the Franchise Agreement is terminated due to Your default, You must pay Us liquidated damages equal to the average monthly Royalty Fees owed or paid during the 12 full calendar months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two (2) full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is less.

(12) You may not hire any person employed by Us, an affiliate or another LINK franchisee without Our prior written consent. If You fail to obtain the written consent, You agree to pay the prior employer of such person liquidated damages equal to the greater of the prior annual salary or one-half of the annual salary and of any bonus paid or to be paid by You to such person during the first year of employment. (Franchise Agreement, Section 4.10)

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ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

CATEGORY	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
Initial Franchise Fee (1)	$~~45~~55,000	$~~45~~55,000	Lump Sum	In Full on signing of Franchise Agreement	Us
Training Travel and Living Expenses (2)	$1,000	$5,000	As Incurred	During Training	Airlines, Hotels, Restaurants
Lease of Real Property (3)	$4,200	$9,000	As Incurred	As Negotiated	Owner or Landlord
Furniture, Fixtures, Construction, Remodeling, Leasehold Improvements, Decorating (~~3~~4)	$1,000	$30,000	As Incurred	Prior to Opening	Suppliers, Contractors
Equipment, Smart Phone Computer, Supplies (~~3~~5)	$1,500	$10,000	As Incurred	Prior to Opening	Suppliers
Other Deposits, Business Licenses, Insurance, other Pre-payments (~~4~~6) (~~5~~7)	$1,000	$4,500	As Incurred	Prior to Opening	Agencies, Utilities, Insurance Agents
Initial Inventory of Marketing Materials (8)	$1,000	$5,000	Lump Sum	Prior to Opening	Us
Initial launch Marketing and Promotion (~~6~~9)	$7,500	$10,000	As Incurred	Prior to and at Opening	Suppliers
Additional Funds For Three Months (~~7~~10)	$~~6~~12,000	$~~30~~60,000	Lump Sum	Prior to Opening LINK Business	Employees, Us, Suppliers, Utilities
TOTAL (~~8~~11)	$84,200	$~~148~~188,500			

SEE IMPORTANT FOOTNOTES ON NEXT TWO PAGES.

FOOTNOTES:

(1) You will receive a $10,000 credit against the Initial Franchise Fee from the deposit you paid when signing the Preliminary Agreement. The full balance of the initial franchise fee is due when You sign the Franchise Agreement and prior to conducting the LINK Business. The Initial Franchise Fee is not refundable for any reason after the Franchise Agreement is signed.

(2) You must pay for the expenses of attendance at training, such as lodging, meals, transportation and wages of trainees. The cost of these expenses will depend on the distance You must travel, type of accommodations, and if additional employees attend training, their wages and costs.

(3) It is anticipated that ~~These estimates are the initial lease costs and are based on the assumption~~ You will lease Your Business Location. Lessors typically require an initial payment of one month's rent and a security deposit equal to an additional month's rent, which is assumed here. The levels of rent vary widely from area to area and for different locations within the same area. You should investigate all these costs in the area, and for the specific site where You wish to establish Your Business. You may already lease or own a Location, which is not assumed here.

(4) Includes the actual cost of construction. Lessors will often contribute to the cost of remodeling or constructing the space for Your LINK Business. You will follow our standard development procedures and adapt them to meet the specific requirements of Your proposed Business location. Costs vary widely from area to area and for different locations within the same area.

(5) This is an estimate of the cost of leasing or purchasing LINK Business equipment, fixtures, furniture and supplies. The Manual contains a list of mandatory items for each LINK Business. A computer and one smart phone are included in these expenses. Although You are not prohibited from doing so, We do not recommend that You purchase additional or upgraded items other than as specified in the Manual. The low estimate assumes that You currently have a computer and smart phone.

(~~4~~6) You must obtain all necessary business permits, licenses and approvals to operate the LINK Business. The costs of these licenses and permits vary widely from area to area. You should contact an attorney and the government authorities in Your area for information about the cost and level of difficulties in obtaining all necessary permits. You may want to retain an accountant and/or attorney and an accountant to assist You in setting up Your LINK Business.

FOOTNOTES CONTINUED ON NEXT PAGE.

FOOTNOTES (CONTINUED)

(~~5~~7) Insurance, deposits, and other prepaid expenses are included in this amount. You should have funds for one year's estimated insurance premium for property, liability, vehicle, workers' comp and other insurance. Insurance must be obtained to meet minimum requirements set by the System Standards. (See ITEM 8). Initial premiums for commercial general liability insurance are subject to change due to market forces. The cost of insurance varies depending on many factors. You should contact your insurance agent and obtain an estimate of Your actual insurance costs. There may also be a requirement to pay utility and/or other deposits and to prepay certain expenses.

(~~6~~8) You are required to obtain all LINK marketing materials from Us or a supplier approved by Us. We sell the marketing materials at cost plus shipping.

(9) You and We will agree on a specific promotional program for launching Your LINK Business.

(~~7~~10) This category includes contingent working capital requirements, which could include expenditures for payroll, utilities, vendor, advertising, promotion and similar costs during the initial phase of a new LINK Business. We cannot guarantee that You will not have additional expenses starting Your LINK Business. Your costs will depend on factors such as how much You follow the System and its procedures, the local market for LINK Business products, the prevailing wage rate, competition, and the sales level reached during the initial period.

(11) Except for security deposits, none ~~None~~ of the above payments are expected to be refundable. We will not finance any of these payments. The above are all estimates based on the experience of LINK NZ and LINK USA. Your costs will depend to a great extent on Your local area; the size of Your LINK Business; how much You follow the System and its procedures; Your management skill, experience, and business acumen; and the sales level reached during the initial period. You should review these figures carefully with a business advisor, accountant or attorney before making any decision to purchase a franchise.~~Your costs will depend to a great extent on Your area and Your decision on each issue.~~ We cannot guarantee that You will not have additional expenses to start and operate your business.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Uniformity and Conformity

To ensure that the highest degree of quality and service is maintained, You must operate Your LINK Business in strict conformity with the method, standards and specifications that We prescribe in the Manual or otherwise in writing.

We may modify or add new specifications in writing. We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees and the LINK Businesses operated by the Company.

We do not have any purchasing or distribution cooperatives. During the last fiscal year, neither We nor Our Affiliates received any revenues or rebates as a result of franchisee purchases. If such rebates are received they typically will be calculated as a percentage of franchisee purchases. If We receive rebates from suppliers based on Franchisee purchases, We use the funds to benefit the System. None of Our officers own an interest in an Approved Supplier.

Marketing Materials; Suppliers

You are required to obtain all LINK marketing materials from Us or a supplier approved by Us. We sell the marketing materials at cost plus shipping. In the year ended December 31, ~~2017~~2018, Our revenue from the sale of marketing materials to franchisees was approximately $~~197.34~~$2,333 or less than 1% of Our total revenues of $~~182, 381~~269,123.

Electronic Equipment

Your LINK Business must have a high-speed Internet service and computer system which will operate software designated by Us and allow Us to exchange information regarding Your Franchised LINK Business. See **ITEM 11** for more information.

Insurance

You must obtain and maintain the insurance coverage and meet the other insurance-related obligation required in the Franchise Agreement. The required insurance policies must have at least the minimum coverage specified in the Franchise Agreement, Section 11. Upon obtaining the required insurance and on each policy renewal date thereafter; You will deliver to Us for Our approval certificates of insurance showing compliance with Section 11. Such certificates must state that the policy or policies will not be canceled or altered without at least thirty (30) days' prior written notice to Us.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists Your principal obligations under the Franchise Agreement ("FA") and Preliminary Agreement ("PA"). It will help You find more detailed information about Your obligations in these Agreements and in other items of this Franchise Disclosure Document.

Obligation	Section in Agreement	Item in Disclosure Document
~~1.~~a. Site Selection and acquisition/lease	PA: §1 FA: §1.2	Items 1, 11
b. Pre-opening purchases/leases	PA: None FA: §7.1	Items 7, 8, 11, 16
c. Site development and other pre-opening requirements	PA: §6 FA: §§4, 5	Items 1, 5, 7, 11, 12, 15
d. Initial and ongoing training	PA: 6(b) FA: §5	Items 1, 11, 17
e. Opening	PA: None FA: §4, 7.1	Items 5, 7, 11
f. Fees	PA: §§2, 3, 5 FA: §§2, 3.2 6.2, 6.3, 6.7, 12.2, 15.6	Items 1, 5, 6, 7, 17, 19
g. Compliance with standards and policies/Manuals	PA: §6 FA: §4	Items 1, 11
h. Trademarks and proprietary information	PA: §8 FA: §§4.7, 13,	Items 13, 14
i. Restrictions on products & services offered	PA: None FA: §§4.7, 4.8	Items 8, 16
j. Warranty and customer service requirements	PA: None FA: §4.3	Item 1
k. Territorial development and sales quotas	PA: None FA: §§1.2, 1.3	Items 1, 12
l. Ongoing product/service purchases	PA: None FA: §4.5	Items 8, 16

m. Maintenance, appearance & remodeling requirements	PA: None FA: §4.4	Item 17
n. Insurance	PA: None FA: §10	Item 7
o. Advertising	PA: None FA: §6	Items 6, 7, 11
p. Indemnification	PA: None FA: §9.2	Item 13
q. Owner's participation/ management/staffing	PA: None FA: §§4.2, 4.9, 4.10, 9.1	Item 15
r. Records/ Reports	PA: None FA: §8	Items 6, 11
s. Inspections/Audits	PA: None FA: §8	Item 17
t. Transfer	PA: §9(b) FA: §12	Items 6, 17
u. Renewal	PA: None FA: §3.2	Items 6, 17
v. Post termination obligations	PA: None FA: §§4.9, 14.3	Item 17
w. Non-competition covenants	PA: None FA: §4.9	Items 5, 17
x. Dispute resolution	PA: None FA: §15	Item 17

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee Your note, lease or other obligation. There are no waiver of defenses or similar provisions in any note, contract or other instrument executed by franchisees with Us.

We are registered with the SBA Franchise Registry. This affiliation may assist You with obtaining expedited loan processing if You should seek SBA financing.

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

Except as listed below, We need not provide any assistance to You.

1. Pre-opening Obligations. Before You open Your LINK Business, We will:

   A. Loan you a copy of Our confidential operating Manual, which contains mandatory and suggested specifications, standards, operating procedures and rules, in written and/or electronic form (Franchise Agreement, Section 4.4).
   B. Conduct the initial training course for You or Your Responsible Person. One additional person may attend for a reasonable charge. (Franchise Agreement, Section 5.1).
   C. Assist You in developing a marketing program designed for Your LINK Business's initial opening (Franchise Agreement, Section 4.1).
   D. Assist You in planning for the grand opening promotion for Your Business (Franchise Agreement, Section 7.8).
   E. Advise and assist You in opening Your LINK Business and be available to assist with its operations for as long as reasonably needed, in Our opinion (Franchise Agreement, Section 4.1).
   F. Include information about Your LINK Business on Our Web Site (Franchise Agreement, Section 7.9).

2. Time Before Opening.

We estimate that You will be ready to begin operation of Your Franchised LINK Business between 30 and 60 days after signing the Preliminary Agreement. The main factors that may affect the length of time it takes for You to begin operation are the timing of Your initial training and obtaining necessary business licenses. Your opening may be delayed if You are required by local law to obtain a professional licenses to operate Your LINK Business. If You have not opened Your Franchised LINK Business within one hundred eighty (180) days after signing the Preliminary Agreement, We may terminate the Preliminary Agreement and no refunds will be made.

You and We must agree upon the location and any relocation of the Office for Your LINK Business. (Franchise Agreement, Sections 1.2 and 1.3).

3. Post-opening Obligations. During the operation of Your LINK Business, We will:

   A. Make available additional training programs as We deem appropriate (Franchise Agreement, Section 5.4).

B. Advise and assist You with operating Your LINK Business, including periodic visits by Our representatives (Franchise Agreement, Section 9.2).
C. Develop and administer at Our discretion advertising and promotion programs designed to promote the collective success of all LINK Businesses (Franchise Agreement, Section 7.1).
D. Provide advertising, promotional materials, and services to you. Materials provided may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous items (Franchise Agreement, Section 7.1).
E. Administer the System Marketing Fund ("**Marketing Fund**") when established by Us (Franchise Agreement, Section 7.3).
F. Deposit Marketing Fund Fees received into a separate account (Franchise Agreement, Sections 7.3(d)).
G. Make periodic inspection visits to Your LINK Business as We deem advisable (Franchise Agreement, Section 9.2).

4. Advertising

We will develop marketing, promotion and advertising programs designed to promote LINK Businesses. Your participation in all such advertising and sales promotion programs must be in full and complete accordance with any terms and conditions as We may have established.

We will provide access to advertising and marketing materials and services to You. We currently conduct marketing at a trade area level to encourage visits from potential, as well as prior, customers. We may also use premium incentives and product awareness campaigns in advertising and promotion. Advertising media may include print, Internet, vehicle wraps, fundraisers, public relations campaigns and radio or television (primarily local in scope). Whenever possible, the material is produced in-house or provided by vendors.

You may develop advertising materials for Your own use at Your own cost. All advertising materials must have been approved by Us in advance and in writing. Approval takes ~~between 10 and~~approximately 30 days.

All of Your advertising, promotion and marketing must be completely clear and factual, not misleading and conform to the highest standards of ethical marketing and the promotion policies. You must submit to Us samples of all advertising, promotional and marketing materials (including Internet or electronic media marketing material) for Our prior written approval. You must only use advertising copy and other materials which are in strict compliance with Our requirements, as set forth in the Manual or otherwise.

There are no restrictions on Your advertising, except that You may not advertise independently on the World Wide Web ~~or outside Your territory~~ and that Your advertising must be approved by Us as stated above. You may not establish or maintain any website or any type of presence on the Internet or World Wide Web that in any manner whatsoever uses the Marks without Our prior written approval. You must adhere to the social media policies that We establish from time to time, and must require Your employees to do so as well.

Initial Launch Marketing (Grand Opening)

You must conduct an approved Initial Launch marketing promotion for Your LINK Business shortly after its opening and to spend at least $7,500 in approved expenditures in regard to such promotion. We will assist You in planning for Your Initial Launch program.

Local Advertising; Ad Cooperatives

You must spend 2% of Your LINK Business's Gross Revenues monthly for pre-approved local advertising and promotion of Your LINK Business in its trade area. You must submit confirmation of Your Local Advertising following the procedures and timing requirements designated in the Manual. We may set up an Advertising Cooperative in Your trade or marketing area, in which case You will be required to participate in its local advertising programs.

Marketing Fund

You must contribute up to 2% of Your LINK Business's Gross Revenues to the LINK Marketing Fund which will be used to develop, produce and administer marketing programs designed to increase Net Payments for all LINK Businesses system-wide. We will establish the Marketing Fund when We determine that it is appropriate to do so. ~~We have not yet established a Marketing Fund.~~

Advertising may be in the form of print ads, radio, television or electronic media and may be conducted on a regional and/or national basis. We may use a national or regional advertising agency or in house advertising to create and place advertising. All interest earned on monies contributed to the Marketing Fund and any funds received from suppliers based on Franchisee purchases will be used for the same purpose. Marketing Fund contributions will not be targeted to advertise or sell franchises.

The purpose of the Marketing Fund is to develop advertising and marketing programs that will benefit all LINK Businesses wherever located. We cannot ensure that the Marketing Fund's expenditures will be equally beneficial or proportionate to each LINK Business's contributions.

We will account for monies in the Marketing Fund separately from Our other funds. Money from the Marketing Fund may be used to pay Us for the reasonable salaries, administrative costs, travel expenses and overhead incurred by Us in the administration of the Fund and its programs. We will prepare an annual unaudited statement of monies collected and costs of the Fund and provide it to You upon Your written request.

Advertising Council

There is no advertising council composed of franchisees that advises Us on advertising policies. We may establish an advertising council in the future.

5. Computers; Computer Programs.

You must purchase a computer system which will operate software designated by Us in the Manual. We do not require any specific hardware requirements or brands, and the necessary hardware is generally available at a reasonable cost. You must also buy a printer, modem, a fax machine or service and a telephone answering machine or service.

All of the required items are generally available at reasonable retail prices. We may require You to upgrade or update this equipment computers, with no limitation on the frequency or cost of this requirement. You are responsible for installing a high-speed modem hook up such as DSL or better. We may have independent access to the information that will be generated or stored in Your system. There are no contractual limitations on Our right to access this information.

If you do not currently own the designated equipment and software, both are generally available at competitive prices. The purchase cost is estimated at $1,000 to $3,000. Your annual maintenance costs are estimated at less than $1,000. We are not obligated to provide or assist You in obtaining the above items or services but We will provide You with the information We believe You need to obtain, install and maintain the above.

LINK Information and Operation Navigator (LION).

You are required to use Our proprietary cloud based LINK Business database and management system, LION. The system uses Microsoft Dynamic CRM and Office 365 and will not run on Apple computers. The LION system allows brokers, office assistants and office owners to create and track business listings, contacts, accounts, advertisement, buyers and sellers, offers, and sales. It also tracks emails, tasks, activities as well as storage of all documents within a listing. You will pay Us a monthly software license fee which is currently $180.00 per office. We will provide ongoing maintenance, repairs, and updates to the LION system as We deem necessary. We will have independent access to the LION system, and there are no contractual limitations on Our right to access this information. In the year ended December 31, 2017, Our revenue from the software license fee was approximately $14,026 or 5% of Our total revenues of $263,123.

6. Confidential Manual.

You may review Our Manual before purchasing a Franchise. However, You may not copy any of the information contained in the Manual, as it contains proprietary information. You must sign a confidentiality agreement regarding the Manual before Your review. (**Exhibit C**)

7. Training.

As of December 31, ~~2017~~2018, Our Initial Training Program consisted of the following content with a duration of approximately five (5) days according to the following general outline:

TRAINING PROGRAM

Type of Training	Contents	Hours of Classroom Training	Hour of practical application training	Location
New Franchisee Training (LINK 100)	• History/Philosophy of LINK • Pre-Opening Procedures • Human Resources • Marketing • Office Procedures and Form • Learning LINK-HUB, LION and Office 365 • Learning the Business	8 hours	2 hours of one-on-one time with a current franchisee to learn best practices/procedures to run an office	At one of the current franchisee locations
Business Broker Training (LINK 101)	• LINK 101 A – The Basics of Being a Business Broker • LINK 101 B – Recasting Financial Statements & Valuation • LINK 101 C – Listing the Business, Financing & Selling • LINK 101 D – Closing the Sales, Form	16 hours	4 hours of practical applications of working with sellers/buyers	At one of the current franchisee locations
Finance Basics for	• Apply the results of typical financial	16 hours		At your office

LINK Business Brokers (LINK 201) - Scheduled 30-90 days after passing LINK 101 and having on the job experience	practices to business brokering • Gain an advanced understand of P & Ls. Balance Sheets and Cash Flows • Learn how to value a business using LINK Valuation tools			location
Total Hours (not consecutive days)		40 hours	6 hours	

NOTES:

(1) The Initial Training will be conducted at Our company headquarters in Wilmington, NC or a franchised location. ~~"On the Job" training will be provided in Your Territory.~~

(2) You, and if requested, ~~/or~~ Your Responsible Person must attend and successfully complete Our Initial Training. We may terminate the Preliminary Agreement for failure to successfully complete this training course.

(3) We do not charge for initial training for Your Responsible Person. Additional persons may attend the initial training for a reasonable charge, currently $1,500. You will be responsible for paying all of Your personnel's travel, lodging and food costs. All of the above training must be successfully completed ~~before~~ after signing the Franchise Agreement and opening Your LINK Business.

(4) The materials used in Our training program are the Manual and other various materials. ~~such as various videos~~. We may modify Our training programs at any time. You will have access to Our online training academy which includes basic brokering, LION, Cyber Security and Admin Training. ~~We may develop audio-visual and other training materials at a reasonable charge.~~

(5) The instructors will include one of Our founders and other persons who have experience in operations with Us.

NOTES CONTINUED:

(6) The actual hours will depend on a variety of factors, including the trainee's prior experience and his or her ability to pass any written and/or practical exams to Our reasonable satisfaction.

(7) As We deem necessary, We may require that You and Your personnel personally attend ongoing training courses covering operations and new product or procedure introductions. We may require You to pay a reasonable fee for the additional training. You will be required to participate in up to four days of ongoing training per year, at locations designated by Us.

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ITEM 12. TERRITORY

We will grant You a geographic area (the "**Territory**"). You and We must agree upon Your Territory before the Franchise Agreement may be signed.

You may solicit and engage customers outside Your Territory, and You understand and agree that other LINK franchisees may solicit and engage customers within Your Territory. You maintain rights to Your Territory even though the population increases. We will not establish another LINK Business within Your Territory. Brokers working for Your Business must live within twenty-fie (25) miles of Your Business, unless We have given Our prior written consent.

You and We will agree upon certain minimum annual performance requirements ("**Minimum Performance Requirements**") for Your Business as part of the Franchise Agreement. We will thereafter meet with You and advise You in writing of Your Business' Minimum Performance Requirements for the following year.

You must meet the designated Minimum Performance Requirements as they are required to ensure that there is a realistic financial return for both You and Us. If Your Business fails or is clearly likely to fail to meet the Minimum Performance Requirements for any year, We may require You to meet with Us to discuss additional training and/or agree on any management plan to assist Your Business in meeting the Minimum Performance Requirements as required. We may require Your and Your Responsible Person to participate in any training or business courses to help meet these objectives.

Failure to meet any Minimum Performance Requirement for two or more years shall be deemed a breach for which We may terminate the Franchise Agreement. As an alternative to termination, We may instead (but on whatever terms or conditions We may specify) reduce or alter Your Territory or otherwise restrict Your Business.

In giving advice on or setting Minimum Performance Requirements, We are not making any representation as to performance or likely success of Your Business.

The Franchise Agreement does not restrict Us from operating or authorizing others to operate businesses or other channels of distribution from selling or leasing similar products or services under a name other than LINK. Your Territory is not exclusive. You may face competition form other Franchisees, from Businesses that We own.

We are not required to pay You for soliciting or accepting orders by others from inside Your Territory. You will have no options, rights of first refusal or similar rights to acquire additional franchises within the Your Territory or contiguous territories.

ITEM 13. TRADEMARKS

You will receive the right to operate a LINK Business under the name LINK. You may also use other current or future Marks as We designate to operate Your LINK Business. By Marks, We mean trade names, trademarks, service marks and logos used to identify and operate Your LINK Business. The following Marks have been registered on the United States Patent and Trademark Office ("**USPTO**") Principal Register:

Mark	**Date**	**Number**
LINK	April 8, 2016	5081895 (Reg. #)
The Authority on Selling Businesses	April 8, 2016	5081888 (Reg. #)
LINK (Design)	August 1, 2014	86355422 (App. #)

The above mark is owned by Our Affiliate, LINK NZ, which has granted Us a perpetual license for sole use of the Mark as part of a written license agreement. All required affidavits have been filed. You must follow Our rules when You use any of the Marks.

You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, metatags or search techniques except as We license to You or otherwise authorize in writing. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be updated from time to time.

No agreements limit Our right to use or franchise the use of the Marks. We do not know of any infringing uses that could materially affect Your use of the Marks. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Marks.

You must notify Us immediately after learning about an infringement of or challenge to your use of the Marks. We will take the action We think appropriate to protect the integrity and validity of the Marks. We are not required to take any specific action in regard to infringements involving the Marks. We have the sole right to control administrative proceedings or litigation regarding any trademark infringements. We will defend You and indemnify You if You are a party to a legal proceeding involving a Mark licensed by Us and used properly by You. You must modify or discontinue the use of a trademark if We modify or discontinue it. We do not have to reimburse You for any related expense required by the modification or discontinuance You must not contest Our right to the Marks, trade secrets or LINK Business techniques.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but You can use the proprietary information in the Manual, training materials, including DVD and CD diskettes, electronic emails and confidential information. Although We have not made a copyright filing for the Manual, training materials, advertising materials and other written materials, We claim a copyright and the information is proprietary and confidential and the may only be used as provided in the Franchise Agreement. The Manual will remain Our sole property. You must keep in a secure place on the Business premises.

You or Your Responsible Person may divulge confidential information only to those employees/independent contractors who must have access to it to operate Business. The Manual may not be copied, recorded or otherwise reproduced without Our prior written consent.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You or Your Responsible Person, if You are a legal entity, who has successfully completed Our training program, must directly supervise and participate in the actual day-to-day operation the LINK Business.

You must take steps necessary to ensure that Your employees/independent contractors preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and are properly trained. You and Your employees/independent contractors must handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from Our name and goodwill. You will be solely responsible for all hiring decisions and functions of the franchised location, including those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees.

~~If You are a legal entity, Your designated Principal must own and control not less than 50.1% of the voting rights of the Legal Entity.~~ Neither You, nor any Owner or Responsible Person, if You are a legal entity, may have an interest or business relationship with any of Our business competitors, unless otherwise approved by Us in advance and in writing.

If You are a legal entity such as a corporation, partnership or limited liability company, one of Your owners must be approved by Us to be Your full-time representative. All of Your owner(s) must personally guarantee the Franchise Agreement. We have the right to approve all owners and any future owners.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those services and/or products that We have approved (see ITEM 8). You must offer all products and services that We designate as required for all Franchisees. These required products and services are described in the Manual. You must obtain Our prior written approval for any other products and services to be sold by Your LINK Business. If We implement customer satisfaction programs for all franchisees, You must participate fully with their requirements as stated in the Manual.

We may change the types of authorized products and services that you must offer from Your LINK Business. There are no limits on Our right to make such changes. If You propose an additional product or service, You must submit it to Us for approval before offering it in Your Business. We may approve it initially for testing only. All proposals approved by Us will become Our property.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section	Summary
a. Initial Term	FA: §3.1	Initial term of Franchise is 10 years.
b. Renewal or extension of the term.	FA: §3.2	You may renew the franchise for additional 5 year terms if certain conditions are met. "**Renewal"** may require You to sign a contract with materially different terms and conditions than Your original contract.
c. Requirements for renewal or extension.	FA: §3.2	6-12 months notice, no defaults during last 12 months, material and timely compliance with Franchise and other agreements during initial term, satisfied all monetary obligations owed to Us and Your suppliers, completed all required additional training, made all requested changes in operating personnel, modernized the LINK Business and other equipment, payment of renewal fee and signing of new franchise agreement and general release.

Provision	Section	Summary
d. Termination by You without cause.	None	
e. Termination by Us without cause	None	
f. Termination by Us with cause.	FA: §15.1	We can terminate only if You default.
g. "Cause" defined as defaults which can be cured.	FA: §15.1	You have 30 days after notice to cure defaults (except defaults in payment to Us, in which case You only have 10 days to cure after notice). Includes defaults in other franchise agreements with Us. No cure period for default repeated twice within any twelve-month period.
h. "Cause" defined as defaults which cannot be cured.	FA: §15.1	Non-curable defaults: Failure to complete training, or allow inspection, failure to open in specified time period, bankruptcy or similar action, loss of possession material misrepresentation in obtaining franchise, violation of health and safety laws, conviction of crime involving moral turpitude or failure to obtain consent to transfer rights or failure to offer first right of refusal.
i. Obligations on termination.	FA: §15.3	Immediate obligations include no more use of telephone numbers, trademarks or proprietary information, remove all Marks, return Our manuals, pay all sums due Us and de-identify the LINK Business.
j. Assignment of contract by Us.	FA: §13.8	No restriction on Our right to assign.
k. "Transfer" by You-definition	FA: §13.5(a)	Includes transfer of rights under Franchise Agreement and ownership change.
l. Our approval of transfer by franchisee.	FA: §13.5	We have the right to approve all third party transfers, but will not unreasonably withhold approval.
m. Conditions for Our approval of transfer.	FA: §13.5	No default, assets of the LINK Business in standard condition, payment of all amounts owed to Us and Affiliates, payment of transfer fee, transferee qualifies and passes training, current Franchise Agreement signed by transferee and release and non-competition agreement signed by You.

Provision	Section	Summary
n. Our right of first refusal to acquire your LINK Business.	FA: §13.7	We can match any offer for the franchised LINK Business.
o. Our option to purchase your LINK Business	None	
p. Your death or disability.	FA: §13.6	Approval by Us of heir or sale within six months to an approved buyer.
q. Non-competition covenants during the term of the franchise.	FA: §4.9	No interest in a business offering the same or similar services to those offered and sold in a LINK Business (“**Similar LINK Business**”).
r. Non-competition covenants after the franchise is terminated, transferred or expires.	FA: §4.9	No interest in any Similar LINK Business for 2 years within 10 miles of any LINK Business in U.S. or Canada.
s. Modification of the agreement.	FA: §16.12	Only written and signed modifications but Manual subject to change.
t. Integration/ merger clause.	FA: §16.11	The agreement between the parties is limited to the agreement and other documents referred to therein. Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Only the terms of the franchise agreement are binding (subject to state law).
u. Dispute resolution by arbitration or mediation.	FA: §16.5	Except for certain claims, all disputes must be arbitrated in county where Our headquarters are located (“Home County”), currently New Hanover County, NC.
v. Choice of forum	FA: §16.5	Except for injunctions, any arbitration or litigation must be in Home County.
w. Choice of Law.	FA: §16.7	Law of the State where most or all of Your Territory is located applies.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote Our franchises, but We may do so in the future.

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 Businesses. 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 LINK Business 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 LINK Businesses. We also do not authorize Our employees or representatives to make any such representation either orally or in writing. If You are purchasing an existing LINK Business, however, We may provide You with the actual records of that Business. If You receive any other financial performance information or projections of Your future income, You should report it to the franchisor's management by contacting Ron Hottes, Our LLC Manager, at 910-800-0296, the Federal Trade Commission and the appropriate state regulatory agencies.

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ITEM 20: LINK BUSINESSES AND FRANCHISEE INFORMATION

Table No. 1
SYSTEM WIDE BUSINESSES SUMMARY
For Fiscal Years 2016 to 2018~~2015 to 2017~~

Column 1 Business Type	Column 2 Year	Column 3 LINK Businesses of the Start of the Year	Column 4 LINK Businesses at the End of the Year	Column 5 Net Change
Franchised	2016	5	6	+1
	2017	6	6	0
	2018	6	8	+2
Company - Owned	2016	0	0	0
	2017	0	1	+1
	2018	1	1	0
Total LINK Businesses	2016	5	6	+1
	2017	6	7	+1
	2018	7	9	+2

Note: Our Fiscal Year ends December 31.

Table No. 2

TRANSFERS OF BUSINESSES FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR)
For Fiscal Years 2016 to 2018~~2015 to 2017~~

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Totals	2016	0
	2017	1
	2018	0

Table No. 3

STATUS OF FRANCHISED BUSINESSES
For Fiscal Years 2016 to 2018~~2015 to 2017~~

Column 1 State	Column 2 Year	Column 3 LINK Businesses at Start of Year	Column 4 LINK Businesses Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 LINK Businesses at End of the Year
Arizona	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
California	2016	2	0	0	0	0	0	2
	2017	1	0	0	0	0	0	1
	2018	1	2	0	0	0	0	3
Missouri	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
North Carolina	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Pennsylvania	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Texas	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Total	2016	6	1	0	0	0	0	6
	2017	5	0	0	0	0	0	5
	2018	5	3	0	0	0	0	8

Table No. 4

STATUS OF COMPANY BUSINESSES
For Fiscal Years 2016 to 2018~~2015 to 2017~~

Column 1 State	Column 2 Year	Column 3 LINK Businesses at Start of Year	Column 4 LINK Businesses Opened	Column 5 LINK Businesses Reacquired from Franchisees	Column 6 LINK Businesses Closed	Column 7 LINK Businesses Sold to Franchisees	Column 8 LINK Businesses at End of the Year
New York	2016	0	0	0	0	0	0
	2017	0	1	0	0	0	1
	2018	1	0	0	0	0	1
Total	2016	0	0	0	0	0	0
	2017	0	1	0	0	0	1
	2018	1	0	0	0	0	1

Table No. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, ~~2017~~2018

STATE	FRANCHISE AGREEMENTS SIGNED BUT LINK BUSINESS NOT OPENED	PROJECTED FRANCHISED NEW LINK BUSINESSES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED LINK BUSINESSES OPENINGS IN NEXT FISCAL YEAR
California	0	1	1
Kentucky	0	1	0
Texas	0	1	0
Totals	0	3	1

The names, addresses and telephone numbers of Our franchisees as of December 31, ~~2017~~ 2018 are listed in **Exhibit F**. We have no former franchisees as of December 31, ~~2017~~2018. During the last three fiscal years, We have signed no settlement agreements containing confidentiality clauses with current or former franchisees.

You should be aware that We are required by law to disclose Your contact information to other franchise purchasers if You become a franchisee or leave Our franchise system. We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with Our System and no such association has asked to be included in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Our audited financial statements dated December 31, 2018 and December 31, 2017 is attached as **Exhibit E**.

ITEM 22. CONTRACTS

Copies of the following agreements are attached:

A. Preliminary Agreement
B. Franchise Agreement with Exhibits and State Addenda
C. Confidentiality Agreement

ITEM 23. RECEIPTS

You will find copies of a detachable receipt in **Exhibit G** at the very end of this disclosure document. It is important that you sign, date and return a Receipt to Us. As noted on the cover page, this Disclosure Document is available in electronic format, in which case You must print a copy of the Receipt and send a signed and dated copy to Us. Thank you.

Exhibit
A

PRELIMINARY AGREEMENT

DATE: ___________________

TO: ____________________ (“**You**” or “**Your”)**

FROM: LINK USA, LLC ("**LINK**")

1. Franchise Approval. (a) You have requested LINK to approve and grant one business brokerage franchise for a Business to be located within the area or at the address described below:

Street Address or Area: ____

City:___________________, State:_____ (the "**Business**")

(b) This Preliminary Agreement is binding upon both parties.

(c) LINK has approved Your franchise request and commits to You that it will issue a Franchise Agreement for the Business subject to fulfillment of and compliance with all of the terms and conditions specified within this Preliminary Agreement.

2. Franchise Disclosure Document. You hereby acknowledge receipt of the LINK current franchise disclosure document (dated _______________, 201__) at least fourteen (14) business days prior to Your submission of this Preliminary Agreement.

3. Deposit; Refunds. Enclosed with this Agreement is Your check in the amount of $10,000 as a deposit against the initial franchise fee. You understand and agree that this deposit and the initial franchise fee are NOT REFUNDABLE in whole or part under any circumstances.

4. Financial Terms of the Franchise. Your Franchise Agreement will contain the following financial terms:

Initial Franchise Fee	$55,000.00
Ongoing Franchise Fee	6.5% of Gross Revenues
Local Marketing	Monthly spending of 2% of Gross Receipts
Marketing Fund Fee	Up to 2% of Gross Receipts (when started)
Software Fee	$180 each month
Renewal Fee	25% of then current initial franchise fee
Transfer Fee	25% of then current initial franchise fee

5. Conditions. You agree and LINK agrees that issuance of a LINK Business franchise is subject to the satisfaction of each of the conditions set forth below:

(a) You and LINK must agree upon Your initial annual Minimum Performance Requirements to be attached to the Franchise Agreement;

(b) Written approval by Link of Your Business Office and any redecoration or remodeling of the Office to meet the LINK image and receipt by You of all approvals, permits and licenses necessary to operate the Business at the proposed Office and opening of the Office within 180 days hereafter;

(c) Successful completion of LINK training by You or the Business's Responsible Person;

(d) Execution by the parties of the then-current form of LINK Franchise Agreement following completion of training and before Business opening;

(e) Payment by You of the balance of the initial franchise fee within 10 calendar days after full execution of the Franchise Agreement;

(f) Approval by LINK of any legal entity proposed by You;

(g) Your satisfactory performance and cooperation pursuant to this Agreement;

(h) LINK'S satisfaction of Your financial condition and any loans undertaken by You; and

(i) You have met any specific conditions of approval specified below:

____

____

6. Information Questionnaire. Your approval by LINK is materially based on the information submitted by You in the Information Questionnaire, which is attached hereto and incorporated herein by reference. You hereby represent and warrant that all such information and other information furnished by You to LINK is true, correct and accurate in all material respects and that there have been no material omissions in such information. You agree to notify LINK in writing immediately of any material change in the financial or other information furnished by You to LINK. You further agree that LINK may terminate this Preliminary Agreement and may refuse to issue the franchise provided for by this Preliminary Agreement in the event that any material adverse change occurs in Your financial, business or personal circumstances.

7. Confidential Information and Trade Secrets. You agree on behalf of Yourself and Your employees and other representatives to maintain strict confidentiality with regard to all confidential information and trade secrets which are disclosed to You in connection with the sale of an LINK franchise and in training You or Your employees to operate the Business. You further agree to sign and have each of Your employees who will receive training to sign a Confidentiality Agreement in the form attached to this Agreement and to deliver the same to LINK before training commences.

8. Legal Entities; Personal Guaranty. (a) If Your Franchise Agreement is to be signed by or assigned to a corporation or other legal entity; all record and beneficial owners of the legal entity must be approved by LINK and must execute a personal guaranty of the Franchise Agreement. Any exceptions to this requirement must be in writing signed by LINK's President.

(b) You agree to notify LINK in writing of any intention to transfer the franchise to a legal entity at least thirty (30) days in advance of any such proposed transfer and to furnish LINK with the necessary documents required by the Franchise Agreement and LINK's procedures.

9. Specific Understandings by You. You specifically acknowledge and agree as follows:

(a) Execution of this Agreement does not constitute the grant of a franchise, and You will be entitled to execute an LINK Franchise Agreement hereunder only if and when all conditions of this Agreement have been met.

(b) Only LINK’s Franchise Development Committee may agree to grant a franchise or make any other commitment with regard to a LINK franchise, and any such agreement or commitment must be in writing signed by LINK’s Manager.

(c) LINK has authorized no one to make or agree to any oral modifications to the terms of a LINK USA Franchise Agreement or to make any projections or estimates about the future earnings, revenues or profits of a LINK Business. Any such statements are acknowledged to be unreliable and have not been considered in connection with this Agreement or the purchase of a LINK franchise.

IN WITNESS WHEREOF, the parties have executed this Preliminary Agreement on the date set forth above.

You:

Name of Entity: ______________________________

By: ____
Authorized Officer

Name: ____________________________________

LINK:

LINK USA, LLC

By: ____
Manager

CONFIDENTIALITY AGREEMENT

The undersigned Employee of______________________ ("**Employer**"), which has applied for an LINK franchise from hereby agrees that he or she shall not, while employed by Employer or following such employment, communicate to, or use for the benefit of, any other person, persons, partnership, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of a LINK Business; provided, however, that the foregoing does not include information which the Employee can demonstrate came to his or her attention prior to being employed by Employer or which has become a part of the public domain through publication or communication by others.

The Employee acknowledges that any failure to comply with the requirements of this Confidentiality Agreement will cause Employer and LINK USA, LLC (the "**Franchisor**") irreparable injury, and Employee agrees that in addition to any other right or remedy provided by law, Employer and/or the Franchisor shall be entitled to specific performance of, or an injunction against violation of, the requirements of this Confidentiality Agreement.

The Employee agrees that upon termination of his or her employment with Employer for any reason, he or she will return all copies of documents containing confidential information or trade secrets to Employer, including without limitation the LINK Confidential Manual.

IN WITNESS WHEREOF, the undersigned has executed this document in consideration of his or her employment by the Employer.

DATED: _____________________

Print Name:______________________________

Signature: ______________________________

("**Employee**")

Exhibit
B

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT
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LINK
FRANCHISE AGREEMENT (USA)

THIS AGREEMENT dated _____________ 201__ is between LINK USA, LLC, a North Carolina limited liability company ("**We**", "**Us**" or "**Our**"), and ____ ("**You**" or "**Your**"), and if You are a legal entity, the Principals identified on the signature page of this Agreement ("**Principals**")

RECITALS:

A. We own the exclusive rights to offer and sell in the United States a franchise using a comprehensive business brokerage business (the "**Business System**") developed by Link Business Franchising Limited, a New Zealand company ("**LBFL**"), utilising a proven format and including, but not limited to, a system based on ongoing relationships with each franchisee which includes product service marketing strategy and planning, operational standards Business Systems and formats, quality control guidance and supervision, and includes proprietary rights in Intellectual Property and which employs and utilises the Link Business Image and the name "**LINK**" and other trademarks (the "**Marks**").

B. You desire to purchase a LINK franchise and own and operate a franchised LINK Business ("**Business**"), and We have approved You for a LINK franchise.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

ARTICLE 1: GRANT OF FRANCHISE

1.1 Grant

Subject to the following terms and conditions, We grant to You a franchise to use the Business System and the Marks solely in direct connection with the sale of products and services from a LINK Business to be operated by You at the following Office (referred to in this Agreement as "**Your Office**"):

Address: ____

LINK No.___________

1.2 Territorial Rights

(a) You and We have agreed upon the geographical area defined in **Attachment 1** as Your Territory ("**Your Territory**"). We have approved the location of Your Office within the Territory**.**

(b) You understand and agree that We may grant franchises to other parties who may list and sell businesses within Your Territory. You may list and sell businesses within the territories of other LINK franchisees.

1.3 Territory Selection and Relocation of Office

(a) You agree to remodel and/or re-decorate Your Office so that it will portray the LINK Business Image as designated from time to time in Our Manual. In any event, You must obtain Our prior approval of the final plans and specifications for Your Office before beginning the remodel and re-decoration.

(b) You will not relocate Your Office without Our prior written consent. We will consent to a relocation to an alternative, pre-approved Office within Your Territory. You will be solely responsible for the expense of any such relocation and will pay Us a reasonable fee for Our services in connection with such relocation. You will be fully responsible for closing the existing Office and must comply with Section 15.3 below regarding de-identification.

ARTICLE 2: FEES

2.1 Fees

You agree to pay Us:

(a) A non-refundable "**Initial Franchise Fee**" of $__________, which must be paid in full ~~within ten (10) calendar days after~~upon execution of this Agreement~~ by both parties~~;

(b) An "**Ongoing Franchise Fee**" equal to six and one half percent (6.5%) of Your Business's Gross Receipts per month as payment for the continuing right to use the Business System and Marks;

(c) A Software Fee equal to $180.00 per month; and

(d) In the future when We determine that the Business System has grown to an appropriate size, a "**Marketing Fund Fee**" designated by Us and to be applied as described in Section 7.3 below.

2.2 No Fees Refundable

You agree that these Fees are not refundable in whole or part under any circumstances and have been fully earned by Us by the grant of this franchise.

2.3 Payment of Fees

(a) You agree to pay Us the Ongoing Franchise Fee and Marketing Fund Fee, no later than the ~~third~~ fifth (5th ~~3rd~~) day following the end of each ~~week~~ month or such other time as may be designated in the Manual such as daily transfers. You must make all payments in strict accordance with Our requirements, including EFT payments as described below. TIME IS OF THE ESSENCE regarding payment of such Fees.

(b) You agree to pay all Fees to Us by direct transfer of funds ("**EFT**") or other method of payment designated by Us. Such method of payment will be determined by Us in Our sole discretion and may be changed from time to time.

(c) You agree at Our request to furnish the information, execute forms, make arrangements and complete procedures as are reasonably necessary to establish direct EFT payments automatically from Your account(s) to account(s) We may designate in order to pay directly such Fees within each payment period referred to above. Without limiting the foregoing, You specifically agree to obtain the necessary equipment used by the Business System to transmit revenues and other polling information which will allow Us to cause such transfers to be made. You further agree to maintain sufficient funds in Your account(s) to allow timely honoring of each payment to Us by Your bank or other financial institution. You hereby specifically authorize Us to make such direct transfers of the Fees so long as such transfers are limited to amounts computed with reference to revenues information furnished by You, or if You fail to furnish such information, with reference to good faith estimates by Us.

(d) Royalty and Marketing Fund Fees which are not paid when due will bear interest from and after their respective due dates at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. Any late payment of such Fees will be accompanied by a late payment administrative charge of $250.00.

2.4 Gross Receipts

The term "**Gross Receipts** "as used in this Agreement will mean the total of all cash or other form of payment received from operation of the Business and sales of products and services in or from the Business and any and all other amounts which are received as compensation for any services rendered from Your Business. All amounts collected and paid out for sales taxes and the proceeds from the sale of any furniture, fixtures or equipment previously used at Your Business are excluded from Gross Receipts.

ARTICLE 3: TERM; RENEWAL

3.1 Initial Term

Subject to earlier termination, this Agreement has an Initial Term of ten (10) years ("**Initial Term"**). The Initial Term will commence on the date on which You first operate Your Business as a LINK Business. You agree to send Us written notice of Your Business's opening date. You must during the Initial Term have the right to operate Your Business at the location specified in Section 1.1 or at an alternative location approved by Us in writing.

3.2 Renewal

You may renew this Agreement for an unlimited number of additional five (5) year terms, so long as all of the following conditions have been met before the end of the prior Term:

(a) You must give Us written notice of renewal not less than five (5) months or more than nine (9) months before the end of the current term;

(b) You must not default in any material provision of this Agreement or any other agreement with Us at any time during the last twelve months of the prior term and must have complied with all material terms and conditions of this Agreement during the current Term;

(c) You must be in good standing as a LINK Franchisee and be approved by Us operationally and financially;

(~~c~~d) You must have paid all amounts owed to Us and our affiliated companies (“**Affiliates**”) and have timely paid all such amounts throughout the current term;

(~~d~~e) We may send You a written notice of required changes to be made at Your Business, such as (i) additional training requirements, (ii) personnel changes and (iii) modernization of Your Office and its equipment and/or redecorating Your Office and installing new signs and equipment to reflect the then current LINK Business Image and standards, in which case You must make all of such changes as and when requested by Us;

(~~e~~f) You must have obtained an extension or renewal of Your Lease for the Office to cover the renewal term and delivered to Us a fully executed of such Lease. You must have a continuing right to occupancy of the Office during the renewal term;

(~~f~~g) You must execute and deliver to Us Our then-current form of Franchise Agreement to apply to the renewal term, but in no event shall the term be longer than Your right to occupy the Business Premises. Such Franchise Agreement will contain the then-current Royalty Fee rate and Marketing Fund Fee amounts required of new Franchisees;

(~~g~~h) You must pay Us a “**Renewal Fee**” equal to twenty-five (25%) of the amount of Our Initial Franchise Fee in effect at the time renewal begins; and

(~~h~~i) You must execute Our form of a general release of any and all claims against Us and Our Affiliates, and Our and their managers officers, directors, agents and employees.

ARTICLE 4: OPERATING BUSINESS SYSTEM AND PROCEDURES

4.1 Opening Assistance; Referrals

We will advise and assist You in operating Your Business, including periodic visits by Our representative(s), to the extent We deem necessary. We agree to provide You with referrals of possible customers within Your Territory from time to time.

4.2 Responsible Person

The individual named in this Section will devote his or her full time, best efforts and constant personal attention to the day to day operation of Your Business: ______________________________ (the "**Responsible Person**"), who must be at all times approved by Us and certified by Us as fully trained for operations. Any change in the identity of Your Responsible Person must be approved by Us in writing.

4.3 Operation of Your Business

Unless You have received Our prior written approval to the contrary, You will:

(a) Keep Your Business open for business during the hours specified by Us in the Operating Manual;

(b) Operate Your Business in a clean, safe and orderly manner, providing courteous, first-class service and demonstrating at all times good character and showing good faith;

(c) Set-up, equip, and operate Your Business in accordance with all LINK standards, policies, and procedures as may be established from time by Us, as stated in the Manual or other written communications from Us.

(d) Comply with all laws applicable to the operation of Your Business, cure any deficiencies immediately after a governmental inspection and request another inspection as soon as possible thereafter;

(~~d~~e) Promptly advise Us of any complaints from customers and respond by such complaints as directed by Us. You and Your employees must promptly handle all customer complaints, in a manner that will not detract from our name and goodwill;

(~~e~~f) Join and participate regularly in any industry of professional organization deemed by Us to be appropriate and useful to the better promotion or operation of the Business;

(~~f~~g) Diligently promote and make every reasonable effort to increase the business of Your Business;

(~~g~~h) Advertise Your Business by the use of the Marks and any other insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or established from time to time by Us as stated in the Manual or other written communication from Us;

(~~h~~i) Prevent the use of Your Business for any immoral or illegal purpose, or for any other purpose, business activity, use or function which is not expressly authorized by this Agreement or in the Manual;

(j) Not make without Our prior approval any announcement, representation or warranty in respect of the LINK Business System or disparage or publicly criticize the LINK Business System, Us or LBFL;

(k) Obtain and use only the equipment required by the Manual, such as without limitation, a computerized LINK Business Operating System ("**LINK Business System**") which among other things will allow us to poll information about Your Business, credit card and/or debit card Business System, computer equipment and related software and communications Business Systems. We will have independent access to Your LINK Business System, and We may retrieve from all information that We consider necessary, desirable or appropriate;

(~~k~~l) Keep current in all monetary obligations owed Us, Our affiliated companies and Approved Suppliers; and

(m) Not establish or use any Internet or website for Your Business or otherwise use the Marks without Our prior written consent. Adhere to any social media policies that We establish from time to time and require all of Your employees to do so as well.

4.4 Confidential Manual

(a) We will loan You for Your Business one copy of Our Confidential Operating Manual (the "**Manual**"). You agree to comply strictly with and perform all things required by the Manual, such as those dealing with the maintenance and repair of Your Business's buildings, grounds, furnishings, fixtures and equipment, operating hours and days, employee uniforms and dress, accounting, bookkeeping, record retention and other business operating systems, procedures and operations.

(b) The Manual, as presently written and as We may in the future amend and supplement them from time to time, is incorporated into and made part of this Agreement by reference. All references to the Manual in this Agreement are to the Manual as most recently revised as of the relevant date and may be in the form of several manuals. The Manual may be in paper form or available in electronic form or a combination of both media.

(c) You agree that the purpose of the Manual is to provide a means of communicating to all Franchisees specific details of Our Business System which will enhance uniformity and conformity among all Businesses. You specifically agree that the Manual is an integral, necessary and material element of the Business System and that it will be necessary for Us, in order to maintain the high quality of the Business System and maximize its competitive position, to revise and update the Manual from time to time. We have the right at any time and from time to time, in the good faith exercise of Our reasonable business judgment, to revise, delete from and add to the materials contained in the Manual. You expressly agree to comply promptly with all obligations and changes to the Manual.

4.5 Confidentiality; Our Property

(a) You agree that We own all rights in and to the Business System, including the information and materials described or contained in the Manual, and that the Business System and Manual contain trade secrets and themselves constitute Our trade secrets which have been or will be revealed to You in confidence. You agree not to disclose, duplicate, license, sell or reveal any portion thereof to any other person, except an employee of You required by his or her work to be familiar with such information. You agree to keep and respect all confidential information received from Us, to obtain from each of Your Business's key employees and its business brokers an agreement to keep and respect all such confidences and to be responsible for Your employees' keeping this information confidential. Copies of the two forms of confidentiality agreement are attached hereto as **Attachment s 4-A and 4-B.**

(b) The Manual and all other confidential materials furnished to You are on loan only, will remain Our property, and You will return all copies of such documents to Us immediately upon the expiration or termination of this Agreement.

4.6 Uniformity and Conformity

In all regards, You agree that strict conformity by You with this Agreement, the Business System and the Manual, is vitally important to the collective success of all LINK Businesses, including Your Business, because of the benefits You and other LINK operators will derive from uniformity in menu items, identity, quality, appearance, facilities and service among all LINK Businesses. Any material failure to adhere to the requirements contained in this Agreement or in the Manual will be considered a material breach of this Agreement.

4.7 Services and Products

You agree to offer for sale from Your Business, at all times when Your Business is open for business, all of the services and products expressly described in the Manual, unless You have received Our prior written consent to any exception. No other ~~product, brand or~~ service other than those identified in the Manual will be offered or sold at or from Your Business without Our prior written consent in each case. You agree to submit to Us in writing any additional product, brand or service proposed by You for Our consideration and final determination before You implement any such change. We may approve it initially for testing only. You understand and agree that at Our discretion any such proposal may be utilized on a test basis only, subject to the terms of a written test agreement. All proposals approved by Us will become Our property upon submission.

4.8 Mandatory Purchases

You agree that You will purchase from Us or our designated supplier all of the LINK marketing materials which contain Our Mark(s). We will purchase any of such materials that are usable from You if this Agreement is terminated or expired.

4.9 Your Covenants

(a) You agree that LINK Businesses, including Your Business, must compete against similar businesses (as defined below) which may have far greater financial resources and may be better established in the business brokerage and sales industry. For purposes hereof, a "**Similar Business**" is any Business or similar business offering the same or similar products or services to those provided by a LINK Business.

(b) Therefore, You agree on behalf of Yourself and each and every person with an ownership interest in Your Business ("**Owner**") to take all necessary action to assure compliance throughout the term of this Agreement with the requirements of this Section 4.9 and the other Sections in this ARTICLE 4, including obtaining and delivering to Us a written agreement from each such person that he or she agrees to each of the covenants set forth in this Section 4.9.

(c) Neither You nor any Owner will, directly or indirectly, engage in or have any interest whatsoever in any Similar Business without Our prior express written consent.

(d) Neither You nor any Owner will perform any services for or become a landlord of any Similar Business without Our prior express written consent.

(e) Neither You nor any Owner will divert or attempt to divert any business or customer of Your Business, or of any other LINK Business, to any Similar Business by direct or indirect inducement, advertising or otherwise do or perform, directly or indirectly, any other act which is injurious or prejudicial to the goodwill associated with the Business System or the value of the Marks.

(f) For a period of two (2) years following the expiration or termination of this Agreement, neither You nor any Owner will, directly or indirectly, engage in or have any interest whatsoever in any Similar Business which is located within ten (10) miles of any LINK Business without Our prior express written consent.

(g) You agree that any violation of this Section 4.9 would result in irreparable injury to Us and the Business System and that We would be without an adequate remedy at law. You agree that in the event of a breach or threatened breach of any such covenant, We will not be required to prove actual or threatened damage from such breach in order to obtain a temporary and/or permanent injunction and a decree for specific performance of the terms of this Section 4.9. In addition to injunctive relief, We shall be entitled to any other remedies which We may have under this Agreement, at law or in equity.

(h) The parties agree that each of these covenants will be construed as independent of each other and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 4.9 is held unenforceable by a court having valid jurisdiction in a final decision between the parties hereto and from which no appeal has or may be taken, You expressly agree to be bound by the remaining portion of such covenant.

4.10 Employees

(a) You will not hire or make arrangements to hire any person employed by Us, by any Affiliate of Ours or by another LINK franchisee without first obtaining Our or such other franchisee's written consent. The parties agree that in the event of Your breach of this covenant, actual damages would be extremely difficult to compute, and accordingly, in the event of such a breach, You agree to pay the prior employer of such person liquidated damages equal to the greater of such person's prior annual salary or one-half of the annual salary and of any bonus paid or to be paid by You to such person during the first year of employment.

(b) You and You alone will be solely responsible for all hiring, contracting of independent consultants, and employment decisions and functions relating to Your Business including those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees/independent consultants, regardless of whether you have received advice from Us on these subjects or not. Any guidance We may give You regarding any hiring policies should be considered merely examples. You will be responsible for establishing and implementing your own hiring policies, and should do so in consultation with local legal counsel experienced in employment law.

4.11 Software

You agree to use in Your Business the software designated by Us in the Manual for Franchisees to use in making estimates, preparing invoices, keeping accounting records and other aspects of the operation of the Business. We will lease the software to You on the same terms available to other Franchisees and as specified in the Manual. A copy of the Software License which You must sign and deliver to us is attached hereto as **Attachment 5**.

4.12 Online Management and Communication Business System

We may establish an online management and communication Business System for LINK Businesses and You agree to participate and perform all things necessary to set up and connect to the online communication Business System and comply strictly with its requirements.

4.13 Minimum Performance Requirements

(a) You and We have discussed and agree upon certain annual minimum performance Requirements for Your Business, which are stated in **Attachment 2** (“**Minimum Performance Requirements”)**. We will thereafter meet with You and advise You in writing of Your Business’ Minimum Performance Requirements for the following year.

(b) You must meet the designated Minimum Performance Requirements as they are required to ensure that there is a realistic financial return for both You and Us. If Your Business fails or is clearly likely to fail to meet the Minimum Performance Requirements for any year, We may require You to meet with Us to discuss additional training and/or agree on any management plan to assist Your Business in meet the Minimum Performance Requirements as required. We may require Your and Your Responsible Person to participate in any training or business courses to help meet these objectives.

(c) Failure to meet any Minimum Performance Requirement for two or more years shall be deemed a breach for which We may terminate this Agreement. As an alternative to termination, We may instead (but on whatever terms or conditions We may specify) reduce or alter Your Territory or otherwise restrict Your Business.

(d) In giving advice on or setting Minimum Performance Requirements, We are not making any representation as to performance or likely success of Your Business. No representation will be implied by recommendations of training or business operations contemplated by this Section 4.13.

ARTICLE 5: TRAINING

5.1 Initial Training

We will make available at a place or places designated by Us Our LINK 100 New Office Owner ~~initial LINK operations~~ training course to You or Your Responsible Person, as identified in this Agreement. One additional person may attend training for a reasonable charge.

5.2 Training Required

You or Your Responsible Person must each attend and complete Our LINK 100 New Office Owner~~Initial~~ training course to Our reasonable satisfaction. All of the ~~managers~~ brokers of Your Business must attend and successfully complete Our Link 101A, B, C & D training as required by the Manual. You must always have a properly LINK certified Responsible Person or business broker ~~manager on duty~~ at Your Business whenever it is open to the public.

5.3 Training Employees

You will be responsible for full compliance at Your Business with the requirements taught at Our Link 101A, B, C & D~~Initial~~ Training courses and will cause Your Business's employees and brokers to be trained in those requirements which are relevant to the performance of their respective duties.

5.4 Continuing Training

You and such employees as We may designate will, from time to time, personally attend and complete refresher courses in Business operations and any training sessions held for the purpose of introducing new ~~products~~ services or procedures.

5.5 Fees; Expenses

You agree to pay a reasonable fee for any other training courses offered by Us.

ARTICLE 6: MAINTENANCE; LEASE PROVISIONS

6.1 Repairs and Maintenance of Office

You agree to maintain Your Office in good and attractive condition and in conformity with the requirements set forth in the Manual or other writings issued by Us. You agree to replace Business equipment as necessary or desirable and to obtain any new or additional equipment as may be reasonably required by Us. You agree to take all such action as requested by Us promptly within a reasonable time period after receipt of such request. If You have failed to take any action within fifteen (15) days after Our notice, We may, in addition to all other remedies, enter Your Business and effect the corrective action contained in the notice, and You shall immediately pay the costs incurred by Us in taking such action.

6.2 Modernization

In order to compete effectively and to assure the continued success of Your Business, You agree, from time to time, as reasonably required by Us (taking into consideration the cost and then remaining term of this Agreement), to modernize Your Office premises, parking area and equipment to Our then current standards and specifications. You understand and agree that this obligation is in addition to other obligations under this Agreement, such as repair, maintenance and purchase of new equipment. No such modernization will be required by Us unless and until the Company has at that time implemented such standards and specifications in at least twenty-five percent (25%) of its Offices located in the continental United States.

ARTICLE 7: MARKETING AND ADVERTISING

7.1 Marketing, Promotion and Advertising Programs

The parties recognize the value of marketing, advertising and promotions to enhance the goodwill and public image of the Business System. We agree that We will develop marketing, promotion and advertising programs designed to promote and enhance the collective success of all LINK Businesses. It is expressly agreed that in all respects of such marketing, promotion and advertising (such as type, quantity, timing, placement and choice of media, market areas and advertising agencies), Our decisions made in good faith will be final and binding. Your participation in all such advertising and revenues promotion programs must be in full and complete accordance with any terms and conditions as We may have established.

7.2 Local Advertising

(a) You agree that during the term of this Agreement, you will spend (as approved or designated by Us) two percent (2%) of Gross Receipts monthly for conducting advertising and revenues promotion programs for Your Business ("Local Advertising").. We may require You to provide proof of all such marketing, promotion and advertising expenditures. You acknowledge and agree that You must obtain Our prior written approval for all of Your local programs in order to for them to qualify for required spending. This obligation is in addition to Your obligation for grand opening promotion. Payments to an approved Advertising Cooperative ("**Ad Co-op**") will be applied to this Local Advertising obligation.

(b) You will not issue any press release without Our prior express written approval.

(c) You will not make any contributions or donations of items, services or money to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf on any such organization) in the name of Your Business or otherwise associate with the Marks, without our prior express written consent.

7.3 Marketing Fund

(a) In order to maximize the general public recognition and acceptance of LINK Businesses, We may at such time as We believe is appropriate for the LINK Business System establish a LINK Marketing Fund. You agree that We may require that You contribute up to two percent (2%) of Your Business's Gross Receipts to this Fund.

(b) We will use monies from the Marketing Fund to pay for the production costs, advertising, marketing and promotion of LINK Businesses, including without limitation, costs and expenses related to the employment of advertising agencies, payment of talent and residuals, research and development, design and development of trademarks and logos, promotions, public relations market research, reimbursement to Us or Our Affiliates of general and administrative expenses and allowances directly related to marketing of LINK Businesses and clearance of marketing, advertising and promotional programs. You agree that We may reimburse Ourselves for administrative expenses with respect to the Marketing Fund and develop a Marketing Fund Policy regarding the administration of the Marketing Fund.

~~(c) Our Affiliates will also contribute to the Marketing Fund the same percentage of the Gross Receipts from operation of LINK Businesses in the continental United States.~~

(~~d~~c) We will deposit the Marketing Fund Fees in a separate account which will not be considered one of Our assets.

(~~e~~d) We agree to cause an annual accounting of the Marketing Fund and to make the results of such accounting available to You upon request. If such accounting is made by an independent accounting firm, the expenses thereof shall be paid from the Marketing Fund.

(~~f~~e) We agree that if We receive advertising promotional allowances and/or advertising rebates from suppliers or distributors which relate directly to purchases by LINK Businesses operated by franchisees, We will cause such monies to be paid into the Marketing Fund, with the understanding that You and We may retain all such payments paid directly to You or Us, respectively.

(~~g~~f) You agree that We have no obligation in administering the Marketing Fund to make expenditures for You or others which are equivalent or proportionate to the contribution(s) made or to ensure that any particular franchisee benefits directly or pro rata from any marketing program or advertising.

7.4 Marketing Fund Policy

(a) We will develop and modify from time to time as necessary a Marketing Fund Policy which will include procedures and guidelines for disbursements and expenditures from the Marketing Fund.

(b) All monies in the Marketing Fund, including any interest or other income earned from the investment of such monies, must be spent and disbursed only in accordance with this Agreement and the Marketing Fund Policy, which may be modified from time to time at Our discretion so long as all monies are used to pay for marketing, promotion and advertising programs for LINK Businesses in the United States of America.

7.5 Temporary Investment

We may temporarily invest any or all of the monies held in the Marketing Fund from time to time at Our sole discretion in accordance with the Marketing Fund Policy. We will use any interest or other income received from such investments to pay for the expenses of administering the Marketing Fund pursuant to the Marketing Fund Policy. Interest or income received from temporary investments that exceed the reasonable expenses of administering the fund will be considered part of the Marketing Fund.

7.6 Ad Co-ops

(a) We may at Our discretion designate any geographical area as a basis for an Ad Co-op for the purpose of marketing, advertising and promoting LINK Businesses in that area, including the Affiliates' Businesses. The Ad Co-op will also serve as means of exchanging ideas, sharing information and problem solving.

(b) You agree to become a member of an Ad Co-op at any time the Business is located within the designated area for such Ad Co-op.

(c) You agree to execute and deliver any such Ad Co-op agreements or undertakings required by such Ad Co-op, to make contributions as required of its members and to maintain Your status as a member in good standing of such Ad Co-op at all times.

(d) We may from time to time establish the requirements for approval of Ad Co-ops, the amount of contribution by members to each such Ad Co-op and exemptions from membership or temporary suspensions of contributions.

(e) The mandatory contribution to an Ad Co-op may exceed ~~one percent of Gross Receipts~~Your Local Advertising requirement if the Ad Co-op members agree to additional funding in accordance with established Bylaws. All such contributions will be credited toward your Local Advertising Spend.

7.7 Approval of Advertising

(a) You must use only advertising copy and other materials which are in strict compliance with Our requirements, as set forth in the Manual or otherwise. All of Your advertising, promotion and marketing must be completely clear and factual, not misleading and conform to the highest standards of ethical marketing and the promotion policies.

(b) If You wish to use other or modified materials, You must submit to Us, in each instance and at least thirty (30) days prior to first use, the proposed advertising copy and materials for approval in advance of publication. You may use only advertising materials which have been approved in writing by Us.

(c) In no event will Your advertising contain any statement or material which may be considered (i) in bad taste or offensive to the public or to any group of persons or (ii) defamatory of any person or an attack on any competitor, (iii) will not be misleading and (iv) will conform to the highest standards of ethical marketing and the promotion policies that We prescribe from time to time.

7.8 Grand Opening

You agree to conduct an approved grand opening promotion for the Business shortly after its opening and to spend at least $7,500 in approved expenditures in regard to such promotion. We will assist You in planning for Your grand opening. Grand Opening expenditures will not be credited toward any of Your other obligations under this Section.

7.9 Websites and Internet Advertising

You shall not, indirectly or directly, establish or use any Internet web page, web site address, Internet directory listing, or any other social networking site as defined in the Manual, relating in any way to Your Business, or which uses the Marks without Our prior written consent. Except email communications, You may not conduct any aspect of Your Business through the Internet without Our prior consent. You will adhere to any social media policies that We establish from time to time and will require all of Your employees to do so as well. We will include information about Your Business on Our Web site.

7.10 Social Media

We have sole discretion and control over any profiles using or relating to the Marks, or that display the Marks, that are maintained on social media outlets, including without limitation Facebook, Twitter, Instagram, Pinterest or other similar outlets that may exist in the future. We may use part of the Marketing Fund monies We collect under this Agreement to pay or reimburse the costs associated with the development, maintenance and update of such profiles. We may (but need not) establish a social media policy and guidelines pursuant to which You may establish profiles or otherwise establish a presence on such social media outlets. In that event, You shall comply with the standards, protocols and restrictions that We impose from time to time on such use.

ARTICLE 8: ACCOUNTING AND RECORD KEEPING

8.1 Business Computer System

(a) Before the opening of Your Business and at Your own expense, You agree to procure and install the computer hardware, software, Internet connections and service, required dedicated telephone and other computer-related accessories, peripherals and equipment that are required in the Manual (the **"LINK Business System"**). You agree to execute at the time of signing this Agreement the current form of the Software Agreement attached hereto as **Attachment 5**.

(b) You agree to accurately, consistently and completely record and provide through the LINK Business System all information concerning the operation of Your Business that We require, in the form and at the intervals that We require, as set forth in the Manual.

(c) You acknowledge and agree that We will have independent access to Your LINK Business System, and We may retrieve from Your LINK Business System all information that We consider necessary, desirable or appropriate.

8.2 Accounting Information

You understand and agree that We may under Section 8.1 require You to use software which will generate accounting information which will be accessible to Us electronically. You also agree that We may require You, following written notice or as part of the Manual to send to Us in the form and within the time schedules set forth in the Manual hard copy or other form of reports and information. These may include Profit and Loss Statements, Balance Sheets and Statements of Cash Flow, and income tax returns.

8.3 Accounting Records

You agree to maintain and preserve for a minimum of seven (7) years from the date of preparation full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by the Manual.

ARTICLE 9: AUDITS AND INSPECTIONS

9.1 Audit Rights

You agree that We will at all times have the following audit rights:

(a) Our representatives may on a reasonable basis review, inspect and copy any and all accounting records, income and sales tax records and other such documents, as they determine, in their sole discretion as being necessary to audit Your compliance with this Agreement.

(b) If any inspection or audit reveals that the Gross Receipts reported in any report or statement are less then the actual Gross Receipts calculated during such inspection, then You will immediately pay Us the additional amount of fees owing by reason of the understatement of Gross Receipts previously reported, together with interest as provided in Section 2.3. In the event that any report or statement by You understated Gross Receipts by more than two percent (2%) of the actual Gross Receipts calculated during Our inspection, You will, in addition to paying for the additional fees, pay and reimburse Us for any and all expenses incurred in connection with its inspection, including, but not limited to, reasonable accounting and legal fees. Such payments will be without prejudice to any other rights or remedies We may have under this Agreement or otherwise. In addition, We may at Our sole discretion require a complete and full audit in accordance with generally accepted accounting principals and by a certified public accountant acceptable to Us, at Your expense.

9.2 Inspection

(a) You agree to, at Your expense, participate in Our approved inspections and surveys regarding customer satisfaction and Business inspections as stated in the Manual. In addition, You will cause the reports of all such inspections or surveys to be sent back to Us.

(b) We will make periodic visits to Your Business as We deem advisable. You agree that Our representatives will have the right at any time and from time to time without notice to enter Your Business for the purpose of inspecting its condition and its operations for compliance with Our requirements contained in this Agreement and in the Manual, and for any other reasonable purpose connected with the operation of Your Business.

(c) You agree to incorporate into Your Business any reasonable corrections and modifications We require to maintain Our standards of quality and uniformity, as quickly as is reasonably possible and using all resources at Your disposal.

9.3 Books and Records

(a) Without limiting the generality of Section 9.2, Our representatives will have the right at all times during normal business hours to confer with Your Business's employees and customers, and to inspect Your books, records and tax returns, or such portions thereof as pertain to the operation of Your Business. All of Your books, records and tax returns will be kept and maintained at Your Business, at Your primary Business or such other place as may be agreed to from time to time in writing by the parties.

9.4 Ownership Records

If You are not an individual or sole proprietorship, You must maintain an accurate ownership register or other list of names, addresses and interests of all Your record and beneficial owners. Upon ten days written notice from Us, You will either deliver to Us a copy of such register and/or list of owners, certified by Your chief executive manager to be correct. During any audit or other inspection under this Section 9, You will allow Our representatives to inspect and copy such register and/or list.

ARTICLE 10: RELATIONSHIP OF PARTIES AND INDEMNIFICATION

10.1 Relationship

You are not, and will not represent or hold Yourself out as being an agent, legal representative, joint venture, partner, employee or servant of Us for any purpose whatsoever and, where permitted by law to do so, will file a business certificate to such effect with the proper recording authorities. You are an independent contractor and are not authorized to make any statement or commitment on behalf of Us, or to create any obligation, express or implied, on behalf of Us. You agree that We are not in any way a "fiduciary" in regards to You. You will not use the name LINK or any similar words as part of the name of a corporation or other business entity directly or indirectly associated with You, unless otherwise authorized by Us in writing.

10.2 Indemnification

(a) You will indemnify Us, Our Affiliates and Our and their managers, directors, employees, agents, affiliates, successors and assigns from and against (i) any and all claims based upon, arising out of, or in any way related to the operation or condition of any part of Your Business or Business Office, the conduct of Your business, the ownership or possession of real or personal property, any negligent act, misfeasance or nonfeasance by You or any of Your agents, contractors, servants, employees or licensees, (ii) Your failure to perform any of Your obligations under this Agreement, and (iii) any and all fees (including reasonable attorneys' fees), costs and other expenses incurred by Us or on Our behalf in the investigation of or defense against any and all such claims.

(b) We will indemnify You and Your Owners and Your and their employees, agents, affiliates, successors and assigns from and against (i) any and all claims based upon, arising out of, or in any way related to the Marks, the LINK Business System and the operation of Your Business so long as You were properly operating the Business according to the Business System and the Manual or related to Our obligations incurred pursuant to any provisions of this Agreement, (ii) Our failure to perform any of Our obligations under this Agreement, and (iii) any and all fees (including reasonable attorneys' fees), costs and other expenses incurred by or on Your behalf in the investigation of or defense against any and all such claims.

ARTICLE 11: INSURANCE

11.1 Insurance

You will obtain before beginning set-up or remodeling of Your Business and will maintain in full force and effect during the entire term of this Agreement, at Your sole cost and expense, an insurance policy or policies protecting You and Us against any and all loss, liability or occurrence, arising out of or in connection with the set-up, condition, operation, use or occupancy of Your Business or Your Business Office. We will be named as an additional insured in all such policies, workers' compensation excepted.

11.2 Policies

In all events, the insurance policy or policies will include at least the following:

(a) Comprehensive general liability insurance, including products liability coverage with minimum coverage of $1,000,000 per occurrence and $3,000,000 in the aggregate.)

(b) Property insurance covering the perils of fire and extended coverage, vandalism and malicious mischief with coverage to be at replacement cost.

(c) Liability for owned, non-owned and hired vehicles with minimum coverage of $1,000,000 per occurrence and $3,000,000 in the aggregate.

(d) Umbrella liability insurance policy providing a minimum of $5,000,000 total coverage including the above limits.

(e) Workers' compensation insurance as required by applicable state law.

(f) Business interruption insurance (reasonable coverage and time limit).

Your obligation to maintain this insurance will not be limited in any way by reason of any insurance maintained by Us.

11.3 Qualified Insurance Carrier

All insurance policies required by this Agreement must be written by a responsible insurance company or companies satisfactory to Us and in accordance with the minimum limits set forth in Section 11.2 above, which may be changed from time to time by Us at Our discretion to reflect changed conditions. Each insurance company must be rated no less than A VII by A.M. Best and Company. You must maintain such additional insurance coverage and increased limits that We may reasonably consider advisable for a business in the area where Your Business is located.

11.4 Certificates

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter; You will deliver to Us for Our approval certificates of insurance showing compliance with the requirements of this Section 11. Such certificates must state that the policy or policies will not be canceled or altered without at least thirty (30) days' prior written notice to Us. Maintenance of such insurance and the performance by You of Your obligations under this Section 11 will not relieve You under the indemnity provisions of this Agreement or limit such liability.

11.5 Failure to Insure

If You, for any reason, fail to obtain and maintain the insurance coverage required by this Section, We will have the right and authority to obtain immediately such insurance coverage and to charge the cost thereof plus a ten percent (10%) processing fee to You, which charges will be paid immediately upon notice and will be subject to charges for late payments in the manner set forth in Section 2.3 above.

ARTICLE 12: DEBTS AND TAXES

12.1 Debts and Taxes

You will pay promptly when due all debts and other obligations incurred directly or indirectly in connection with Your Business and its operation; including, without limitation, all taxes and assessments that may be assessed against Your Business land, building and other improvements, equipment, fixtures, signs, furnishings and other property, and all liens and encumbrances of every kind and character incurred by or on behalf of You in conducting Your Business. You may protest or contest any of such amounts so long as such protest or contest does not adversely affect Your Business or possession of Your Business Office.

ARTICLE 13: SALE AND ASSIGNMENT, RESTRICTIONS

13.1 Definition of Principals; Personal Guarantees

For purposes of this ARTICLE 13, the term "**Principals"** will include the persons signing this Agreement as Principals, any of Your future owners and the spouses, minor children or any trust for the benefit of any such Principal. Unless We have given Our written consent to the contrary, each of the Principals signing this Agreement hereby personally guarantees, jointly and severally, the full payment and performance of Your obligations under this Agreement. We have unrestricted right to approve all owners and any future owners. Future owners will be required to execute and deliver to Us a Personal Guaranty in the form attached hereto as **Attachment 3**.

13.2 Authorized Agent

You and the Principals appoint the following person with full authority (the **"Authorized Agent")** to act on behalf of You and the Principals in regard to performing, administering or amending this Agreement:

____. We may deal completely with the Authorized Agent in such regard unless and until Our actual receipt of written notice from You and the Principals of the appointment of a successor to the Authorized Agent.

13.3 Personal Contract; Consent Mandatory

You agree that a material part of the consideration for Our entering into this Agreement is the personal confidence We have in You and the Principals. No person will succeed to any of Your rights under this Agreement by virtue of any voluntary or involuntary proceeding in bankruptcy, receivership, attachment, execution, assignment for the benefit of creditors, other legal process or transfer not expressly authorized and consented to by Us. Except as expressly provided for in this Agreement any attempt by You to transfer any of Your rights or interest under this Agreement will constitute a material breach of this Agreement, and in such event We will have the right to terminate this Agreement upon written notice to You. We will not be bound by any attempted transfer in any manner whatsoever, by law or otherwise, of any of Your rights or interests under this Agreement except as permitted by this ARTICLE 13.

13.4 Form of Legal Entity

(a) If You are organized under applicable law as a legal entity such as a corporation, partnership or limited liability company (hereinafter referred to as a "**Legal Entity**") or if Your interests in this Agreement are to be transferred to a Legal Entity, such Legal Entity must be expressly approved in advance and in writing by Us and You must comply with this Section 13.4 and any other condition which We may require, including a limitation on the number of owners of the Legal Entity. We will not charge a transfer fee for transferring ownership to such a Legal Entity.

(b) Unless We provide Our prior written consent to the contrary, the Legal Entity must satisfy the following conditions and such other conditions as We may require under the circumstances:

(i) The Legal Entity must be closely held with the single purpose of operating LINK Businesses.

(ii) The Principals will own and control not less than fifty and one-tenth percent (50.1%) of the voting rights of the Legal Entity or otherwise satisfy Us that the Principals have operational control of the Legal Entity.

(iii) There will not be more than ten (10) owners of the Legal Entity in addition to the Principals.

(iv) True and complete copies of the articles or certificate of incorporation, partnership agreement, bylaws, subscription agreements, buy-sell agreements, voting trust agreements and all other documents and amendments thereto relating to Your ownership, organization, capitalization, management and control have been reviewed and have been found acceptable by Us.

(v) You have provided Us with such documentation as We have requested to evidence the foregoing.

(c) You will notify Us of any proposed issuance or transfer of an ownership interest in the Legal Entity, and We will have thirty (30) days after its receipt of such notice to disapprove such intended issuance or transfer. Such disapproval must be reasonable and based on the transferee's being involved with other parties in competition with LINK Businesses or having a known history, reputation or character which is adverse to the interests of LINK Businesses. A failure by Us to respond timely to such notice will be deemed an approval of the proposed transfer. Each such notice from You must identify the proposed transferor and transferee and provide a complete and accurate description of the proposed transferee sufficiently detailed to allow Us to make a reasoned decision of approval or disapproval.

(d) Notwithstanding anything to the contrary contained in this Section 13.4, a transfer of ownership interest in the Legal Entity which involves only a transfer between or among the Principals, entities wholly owned and controlled by the Principals or any of them or entities controlled by any Principal for the benefit of members of his or her immediate family shall not require Our prior written approval so long as the other requirements of this Section 13.4 are satisfied and We receive prior written notice of such transfer together with complete details regarding the ownership and legal structure of the transferee(s). We will not unreasonably withhold Our approval of any transfer so long as the Principals maintain operational control over You.

(e) The organization documents of the Legal Entity will contain the restrictions set forth in Subsections 13.4(b) and (c) above and this Subsection 13.4(e). You will cause to be printed on each certificate or other document of ownership of the Legal Entity a legend referencing the restrictions contained herein, which will read substantially as follows:

"The transfer of ownership in this company is subject to
the terms and conditions of a LINK Franchise Agreement.
Reference is made to such Franchise Agreement and to the restrictive
provisions contained in the organization documents of this company."

13.5 Written Consent

(a) Except as otherwise expressly set forth in this ARTICLE 13, neither Your rights and interests under this Agreement nor any ownership interests in You (if You are a Legal Entity) may be sold, assigned, encumbered or otherwise transferred (all of which are hereinafter included within the term "**transfer**") in whole or in part in any manner whatsoever without Our prior express written consent.

(b) We will not unreasonably withhold Our consent to a transfer. In considering a request for transfer, We will consider, among other things, the qualifications, apparent ability and credit standing of the proposed transferee as if he or she were a prospective direct purchaser of a franchise from Us. In addition, but without limitation, We will require as conditions to the granting of Our consent all of the following:

(i) There must be no existing default in the performance or observance of any of Your obligations under this Agreement or any other agreement with Us, and Your Business will be in condition and appearance satisfactory to Us and in accordance with Our Business System standards at that time;

(ii) You must settle all outstanding accounts with Us and our Affiliate(s);

(iii) You must pay Us Our then current transfer fee to compensate Us for Our expenses incurred in connection with investigating the qualifications of the proposed transferee, training the proposed transferee and the direct administrative costs of effectuating the transfer. The amount of the transfer fee will be twenty-five (25%) of our then current initial franchise fee;

(iv) The proposed transferee or other person(s) designated by Us must prior to the transfer personally attend and satisfactorily complete Our initial training program;

(v) The proposed transferee must execute Our then current form of Franchise Agreement for the remaining term of this franchise.

(vi) The transfer documents must contain a non-competition agreement by You similar to that set forth in this Agreement at subsection 4.9(f);

(vii) If You and/or Your Principals finance any part of the sale price of the transferred interest, You and Your Principals must agree that all of the proposed transferee's obligations are subordinate to the transferee's obligations to pay amounts due to Us and Our Affiliate(s); and

(viii) Such other requirements as We may in Our discretion deem reasonably necessary, including a general release of any claims against Us.

(c) Neither this Agreement, any of the rights conferred on You hereunder nor any ownership interests in the purchasing franchisee may be retained by You as the transferring franchisee as security for the payment of any obligation that may arise by reason of any such transfer.

13.6 Death and Disability

(a) Except as provided for herein to the contrary, the death or disability of an owner of a Legal Entity shall have the legal results of applicable law. In the event of the death or legal incapacity of one of the Principals, the decedent's estate or You must immediately notify Us of such death and within thirty (30) days after such notice further notify Us of a proposed successor to the decedent's interests (the "**Successor**"). If We approve the Successor, he or she will replace the decedent as a Principal hereunder.

(b) In the event We do not approve the Successor, We will so notify You, and You or the decedent's estate will use Your best efforts within the six (6) months from the date of such written notice from Us to sell the interests in this Agreement and Your Business to a bona fide purchaser in accordance with and subject to all of the provisions of this ARTICLE 13. If by the end of such six-month period, You have not consummated a transfer of such interest or stock in a transaction which meets the requirements of this ARTICLE 13, We will have the option to purchase all of such interest in Your Business and franchise or in the ownership of the Legal Entity at the fair market value thereof as determined in good faith by an independent appraiser selected as set forth in subsection (c) below.

(c) The procedure for determining the fair market value or other terms of purchase shall be that We and You shall each select one appraiser and such two appraisers shall select a third appraiser, and the third appraiser shall make the necessary determination, with the costs of appraisal to be borne equally by You and Us.

(d) If We in Our discretion decide that the death or disability of an individual, a Principal or a Successor will result in unsatisfactory operation of Your Business, We may take over operation of Your Business temporarily, and You will reimburse Us for all of Our costs and compensate Us for Our efforts at an amount equal to 5% of Gross Receipts during such time.

13.7 Right of First Refusal

(a) You must give written notice to Us of any planned, attempted transfer or offer to transfer by You in any manner whatsoever of any interest in or under this Agreement or of any transfer of the controlling ownership interest in You if You are a Legal Entity. You grant Us the right of first refusal in regard to any such offer or transfer to purchase such interest on the same terms and conditions (or on terms and conditions determined by Us which will result in the same net financial benefits to You as transferor). In exercising Our right of first refusal, We may pay the transferor cash at closing in the same amount as the principal amount of any promissory note(s) otherwise required by the transferee or in the amount of the fair market value of any other non-cash purchase price, and if stock is provided for, may substitute stock of itself or an affiliated corporation in an equivalent value to the stock contained in the offer of first refusal. Any determination of fair market value, equivalent value or net financial benefits made by Us in good faith shall be deemed an acceptance of the offer. Until We have accepted or rejected the offer of first refusal from You, You will neither consider nor accept any other offer and will keep confidential all of the terms of such transfer.

(b) The first refusal offer to Us must be in writing and must include complete details of all of the terms, conditions and provisions of the proposed transfer, including copies of all agreements which may be assumed by or assigned to the transferee. After receipt of all of such information, We will have thirty (30) days after actual receipt of all of such documents within which to accept or reject it. Our failure to accept within such thirty (30) days will constitute a rejection. If rejected, You may consummate the transfer to a third party if all other provisions of this Agreement are satisfied, but the transfer must be consummated within six (6) months and only upon the terms, conditions and provisions previously offered to Us.

(c) After any rejection by Us, You must in all events submit a fully executed copy of all final transfer documents to Us at least three (3) days in advance of any proposed consummation or closing date for Our review and comparison with the first refusal offer previously submitted to it. Any variation will require an offer of first refusal to Us on the varying terms following the same procedures set forth above. Our right of first refusal will be unrestricted and absolute, and We will in all cases have at least thirty (30) days to consider and act on each offer or any change in the terms and conditions of offer.

(d) Nothing contained in this Section 13.7 will in any way be deemed to limit Our discretion in considering, approving or disapproving any request to transfer any interest under this Agreement.

13.8 Assumption

This Agreement and Our rights, interests and obligations hereunder may be transferred to the benefit of any entity which succeeds to Our business and assumes Our obligations hereunder.

ARTICLE 14: TRADEMARKS

14.1 Ownership

You agree that We have the sole and exclusive right (except for rights granted under existing and future franchise agreements) to use the Marks in connection with the products and services to which they are or may be applied by Us. You represent, warrant and agree that neither during the term of this Agreement nor after its expiration or other termination will You not directly or indirectly contest or aid in contesting the validity, ownership or use of the Marks by Us or take any action whatsoever in derogation of the rights claimed therein by Us.

14.2 Nonexclusive License

The license granted under this Agreement to use the Marks is nonexclusive except to the extent otherwise specified herein, and We, in Our sole and absolute discretion, may grant other licenses in, to and under the Marks in addition to those licensees already granted, both within and outside Your Business's trading area, and to develop and license other names and marks on any such terms and conditions as We deem appropriate.

14.3 Other Uses

You expressly agree that We have the exclusive, unrestricted right to engage directly and indirectly, within Your Business trading area and elsewhere, in (a) the production, distribution and sale of products under the Marks licensed hereunder or other marks; and (b) the use, in connection with such production, distribution and sale, of any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by Us. The license granted to You under this Agreement does not include any right or authority of any kind whatsoever to sell outside the Business any products using the Marks. We have the sole and exclusive right to such rights at all times.

14.4 Goodwill

Nothing contained in this Agreement will be construed to vest in You any right, title or interest in or to the Marks, the goodwill now or hereafter associated therewith or any right in the design or any Business building, other than the rights and license expressly granted herein of the term hereof. Any and all goodwill associated with or identified by the Marks will inure directly and exclusively to Our benefit, including without limitation any goodwill resulting from operation and promotion of Your Business.

14.5 Use of Marks

You will not use the Marks in connection with any statement or material which may, in Our judgment, be in bad taste or inconsistent with the LINK public image, or tend to bring disparagement, ridicule or scorn upon Us, the Marks or the goodwill associated therewith. You, whether doing business as a proprietorship or Legal Entity, will not adopt, use or register (by filing a certificate or articles of incorporation, a fictitious business name statement, or otherwise) any trade name or business name, style or design which includes, or is similar to, any of LINK identifying characteristics. We will defend You (using legal counsel chosen by Us) and indemnify You from any claims of infringement regarding use by You of the Marks so long as You were using the Marks properly and as authorized by this Agreement.

14.6 Changes in Marks; Protection

We will have the right at any time and from time to time upon notice to You to make additions to, deletions from, and changes in the Marks, or any of them, all of which additions, deletions and changes will be as effective as if they were incorporated in this Agreement. All such additions, deletions and changes will be made in good faith, on a reasonable basis and with a view toward the overall best interest of LINK Businesses generally. We will protect and preserve the integrity and validity of the Marks by taking the actions deemed by Us in Our discretion to be appropriate in the event of any apparent infringement of the Marks.

14.7 Infringements

You must notify Us promptly of any claims or charges of trademark infringement against Us or You, as well as any information You may have of any suspected infringement of the Marks. You will take no action with regard to any such matters without Our prior written approval and will cooperate fully with Us in dealing with any infringement or claim of infringement.

ARTICLE 15: EXPIRATION AND TERMINATION

15.1 Events of Default; Liquidated Damages

(a) We will have the right to terminate this Agreement immediately upon written notice to You if any of the following events occur:

(i) in the event of any breach or default under Sections 4.3(c) (failure to comply with applicable laws), 5.2 (mandatory training), 9.2 (inspection), 13.3 and 13.5 (unauthorized transfer) or 13.7 (right of first refusal);

(ii) if a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization is filed by or against You, or if You make any assignment for the benefit of creditors, or if a receiver or trustee is appointed for Your Business, unless remedied to Our satisfaction within twenty (20) days;

(iii) if You for any reason lose Your right to possession of Your Business Office;

(iv) if We discover that You have made any material misrepresentation or omitted any material fact in the information furnished by You in connection with the grant of this franchise;

(v) if You (or any Principal) are convicted of any felony or other criminal conduct which is relevant to operation of Your Business or if You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the LINK business or Business System.

(vi) If You abandon Your Business by failing to operate it for five consecutive days or lesser period if the facts and circumstances indicate that You do not intend to continue to operate Your Business (except as a result of fire, flood, earthquake or similar causes beyond Your control);

(vii) If You repeatedly fail to comply with one or more requirements of this Agreement, whether or not corrected after notice, including without limitation the Minimum Business Requirements referred to in Section 4.13; or

(viii) If We make a reasonable determination that continued operation of Your Business by You will result in an imminent danger to any of its customers or to public health or safety.

(b) If You default in any other requirement of this Agreement, We will have the right to terminate this Agreement immediately following thirty (30) days written notice to You (except in the case of a default in payment to Us, in which case only ten (10) days written notice is required). If a non-monetary default cannot by its nature reasonably be cured within such thirty-day period, and so long as You are diligently taking all action reasonably necessary to effect such cure, the cure period will be extended to a reasonable amount of time to effect such cure. A default in any other LINK franchise agreement in which You or anyone holding an interest in You also has an interest will be considered a default under this Agreement, which if not cured will result in termination of this Agreement.

(c) We may terminate this Agreement upon written notice to You without any curative period if a default is repeated within any 12-month time period.

(d) The provisions of this Section 15.1 are subject to the provisions of any local statutes or regulations which may prohibit Us from terminating this Agreement without good cause or without giving You additional prior written notice of termination and opportunity to cure any default.

(e) Liquidated Damages

(i) Upon termination of this Agreement due to Your action or failure to take action according to its terms and conditions, You agree to pay Us within fifteen (15) days after termination, in addition to any amounts owed Us or Our Affiliates, liquidated damages equal to the average monthly Royalty Fees owed or paid during the 12 full calendar months of operation preceding the effective date of termination multiplied by (A) 24 (being the number of months in two (2) full years), or (B) the number of months remaining in the Agreement had it not been terminated, whichever is less.

(ii) The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages We would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, We might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's current remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

15.2 Termination by You

You may terminate this Agreement following ninety (90) days written notice to Us if We materially breach this Agreement and fail to cure such breach within such ninety-day period.

15.3 Requirements Upon Termination

Upon the expiration or earlier termination of this Agreement for any reason, You must:

(a) immediately discontinue the use of the Marks and the Business System, including all LINK proprietary procedures, forms and worksheets;

(b) unless We consent to the contrary, remove the Marks from Your Business building and its signs, fixtures and furnishings, eliminate entirely LINK trade dress and alter Your Business appearance so that it is basically different from the LINK Image and related designs so that there will no longer be any indication to the public that Your Business was a LINK Business. If You fail to make or cause to be made any such change within thirty (30) days after written notice, We will have the right to enter upon Your Business Office, without being deemed guilty of trespass or any other tort, and make or cause to be made such changes and You will reimburse Us for all of Our reasonable expenses immediately following demand;

(c) not thereafter use any identifying characteristic that is in any way associated with Us or similar to those associated with Us, or operate or do business under any name or in any manner that might tend to give the public the impression that You are or were a franchisee or otherwise associated with Us;

(d) immediately deliver to Us all copies of the Manual and any items bearing the Marks or which are confidential; and

(e) pay all sums due Us or to become due to Us pursuant to this Agreement.

15.4 Trademark Infringement

If You refuse to comply with a written notice of termination sent by Us and a court later upholds such termination of this Agreement, any operation of Your Business by You from and after the date of termination stated in such notice will constitute trademark infringement by You and You will be liable to Us for damages resulting from such infringement in addition to any royalties paid or payable hereunder, including, without limitation, Your profits.

ARTICLE 16: MISCELLANEOUS

16.1 No Effect

The waiver by Us of any breach or default, or series of breaches or defaults, of any term, covenant or condition herein or of any same or similar term, covenant or condition in any other agreement between Us and any franchisee will not be deemed a waiver of any subsequent or continuing breach or default of the same or any other terms, covenants or conditions contained in this Agreement, or in any other agreement between Us and any franchisee.

16.2 Right and Remedies

All of Our rights and remedies will be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. Our rights and remedies will be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement will not discharge or release You from any liability or obligation then accrued or any liability or obligation continuing beyond or arising out of the expiration or earlier termination of this Agreement.

16.3 Consents

Whenever the consent of a party is sought or required hereunder, such consent will not be unreasonably withheld.

16.4 Partial Invalidity

If any part of this Agreement will for any reason be declared invalid, unenforceable or impaired in any way, the validity of the remaining portions will not be affected thereby, and such remaining portions will remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided, however, that in the event any part hereof relating to the payment of fees to Us, or the preservation of the Marks, trade secrets or secret formulae licensed or disclosed hereunder is for any reason declared invalid or unenforceable, then We will have the option of terminating this Agreement upon written notice to You.

16.5 Mediation; Arbitration; Jurisdiction

(a) If there is an unresolved dispute between the parties that is not resolved within thirty (30) days, the parties agree to select a mediator and mediate such dispute in good faith.

(b) Except as set forth in Subsection 16.5(c), if such mediation has not resulted in a resolution of such dispute, shall be submitted to binding arbitration pursuant to the rules of JAMS or similar arbitration agency applicable to commercial arbitrations and the Federal Arbitration Act. Such arbitration shall be held within the county in which Our corporate headquarters are located (the "**Home County**") (currently New Hanover County, North Carolina). At the conclusion of the arbitration, the arbitrator must deliver to the parties a written statement of conclusions of fact and conclusions of law supporting the final award of the arbitrator. Any party may move for judicial confirmation, modification or correction of the final award of the arbitrator within 60 days after receipt thereof. Alternatively, judgment upon such decision may be entered in any court having jurisdiction over the matter. Arbitrators shall apply the law of the state where Your Business is located (without giving effect to any conflict of law principals) as set forth in section 16.7 below.

(c) Notwithstanding the foregoing, any action by Us which involves Your continued usage of any of the Marks or the Business System or an issue involving injunctive relief, may be submitted to a court in the Home County having jurisdiction over the issue involved. You and We expressly consent to personal jurisdiction in the Home County and agree that such court(s) shall have exclusive jurisdiction over any issues not subject to arbitration.

16.6 Attorneys Fees

If either party initiates any legal proceeding which involves issues arising out of this Agreement, the prevailing party in such action will be paid its reasonable attorneys' fees and costs by the other party.

16.7 Governing Law

The parties agree that the law of the state where Your Business is located (without giving effect to any conflict of laws principles) will apply to the construction and enforcement of this Agreement and govern all questions which arise with reference hereto.

16.8 Notices

All notices and other communications required or permitted to be given hereunder will be deemed given when delivered in person, sent by telefax to such person's telefax number with copy by regular mail, sent by an established overnight delivery service or mailed by certified mail addressed to the recipient at the address set forth below, unless that party will have given such written notice of change of address to the sending party, in which event the new address so specified will be used. If mailed, such notice shall be deemed to have been received three days after mailing, and if sent by overnight deliver, such notice shall be deemed to have been received the day following sending.

Us: LINK USA, LLC
4040 Passerine Ave
Wilmington, NC 28412
ATTN: Ron Hottes

You: ______________________________
____
____

16.9 Terms and Headings

All terms used in this Agreement regardless of the number and gender in which they are used, will 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 this Agreement may require, the same as if such words had been written in this Agreement themselves. The headings inserted in this Agreement are for reference purposes only and will not affect the construction of this Agreement or limit the generality of any of its provisions. Definitions are presented in bold face solely for ease of reference.

16.10 Compliance with Laws

You will at Your own cost and expense promptly comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and agencies thereof.

16.11 Entire Agreement

This Agreement and the documents referred to herein constitute the entire agreement between the parties and supersede and cancels any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof. Nothing in this Agreement or any related agreement is intended to disclaim the representations We have made in Our Franchise Disclosure Document.

16.12 Amendment or Modification

Except as expressly authorized herein, no amendment or modification of this Agreement will be binding unless executed in writing by both Us and You.

16.13 Acknowledgment

BY INITIALING WHERE INDICATED, YOU EXPRESSLY ACKNOWLEDGE THAT:

(a) YOU HAVE ENTERED INTO THIS AGREEMENT AS A RESULT OF YOUR OWN INDEPENDENT INVESTIGATION, AND AFTER CONSULTATION WITH AN ATTORNEY OR OTHER ADVISOR(S) OF YOUR CHOICE, AND IN ANY EVENT NOT AS A RESULT OF ANY REPRESENTATIONS BY US, OUR AGENTS, OFFICERS OR EMPLOYEES EXCEPT AS CONTAINED HEREIN AND IN OUR FRANCHISE DISCLOSURE DOCUMENT PREVIOUSLY DELIVERED TO YOU.

YOUR INITIALS:______

(b) THE SUCCESS OF THE FRANCHISED BUSINESS WILL BE LARGELY DEPENDENT UPON YOUR ABILITIES AND EFFORTS, AND WE HAVE MADE NO WARRANTY OR GUARANTEE TO YOU THAT THE FRANCHISED BUSINESS WILL BE SUCCESSFUL OR PROFITABLE.

YOUR INITIALS:______

(c) YOU ARE NOT RELYING UPON ANY FINANCIAL PROJECTIONS OR SIMILAR INFORMATION OR EARNINGS CLAIMS MADE BY US OR ANYONE ON OUR BEHALF.

YOUR INITIALS:______

(d) A COMPLETE COPY OF THIS AGREEMENT AS SIGNED BY YOU WAS RECEIVED BY YOU AT LEAST SEVEN CALENDAR DAYS PRIOR TO ITS EXECUTION BY YOU AND A COMPLETE COPY OF OUR FRANCHISE DISCLOSURE DOCUMENT WAS RECEIVED AT LEAST 14 CALENDAR DAYS PRIOR TO YOUR EXECUTION OF THIS AGREEMENT.

YOUR INITIALS:______

* * * * * * * * * * *

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

You:	**Us:**
______________________________	LINK USA, LLC
_______________________________	By: ______________________________
_______________________________	Title:______________________________

Principals:

Printed Name: __________________________ %Ownership: _____

Signature: _____________________________

Printed Name: __________________________ %Ownership: _____

Signature: _____________________________

Printed Name: __________________________ %Ownership: _____

Signature: _____________________________

Attachment 1

THE TERRITORY

You: ______________________________

By: ________________________________

Title: ______________________________

Us: LINK USA, LLC

By: ________________________________

Title: ______________________________

Attachment 2

MINIMUM PERFORMANCE REQUIREMENTS FOR THE FIRST 12 MONTHS AFTER OPENING YOUR OFFICE:

$______________

YOUR INITIALS: ________

OUR INITIALS: _________

Attachment 3

PERSONAL GUARANTY

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned (the "**Guarantors**") hereby personally guarantees, jointly and severally, the due, punctual and full payment and performance of each and all of the obligations of the franchisee ("**Franchisee**") under the foregoing LINK Franchise Agreement dated _____________, 201____ by and between the Franchisee and LINK USA, LLC ("**LINK**"), the LINK franchisor and hereby individually undertakes to be bound by all of the terms of such Franchise Agreement.

It is the intention of the undersigned that this Personal Guaranty shall be full and absolute. Accordingly, each of the Guarantors hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any presentment, demand (including demands for performance), notice and protest of each and every kind and of any right to require LINK or its assignee to proceed against Franchisee or any other person or to pursue any other remedy before proceeding against a Guarantor.

This Personal Guaranty applies to, binds and inures to the benefit of the Guarantors and their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. LINK may assign its rights hereunder without reducing or modifying the liability of any Guarantor hereunder.

IN WITNESS WHEREOF, each of the Guarantors has executed this Personal Guaranty as of the date set forth below.

_______________________________ _______________________________

_______________________________ _______________________________

("**Guarantors**")

Dated:_________________________

Attachment 4-A

CONFIDENTIALITY AGREEMENT
(Employees)

The undersigned Employee of_____________________ ("**Employer**"), which has applied for and/or received a LINK franchise hereby agrees that he or she shall not, while employed by Employer or following such employment, communicate to, or use for the benefit of, any other person, persons, partnership, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of a LINK Business; provided, however, that the foregoing does not include information which the Employee can demonstrate came to his or her attention prior to being employed by Employer or which has become a part of the public domain through publication or communication by others.

The Employee acknowledges that any failure to comply with the requirements of this Confidentiality Agreement will cause Employer and LINK USA, LLC (the "**Franchisor**") irreparable injury, and Employee agrees that in addition to any other right or remedy provided by law, Employer and/or the Franchisor shall be entitled to specific performance of, or an injunction against violation of, the requirements of this Confidentiality Agreement.

The Employee agrees that upon termination of his or her employment with Employer for any reason, he or she will return all copies of documents containing confidential information or trade secrets to Employer, including without limitation the LINK Confidential Manuals.

IN WITNESS WHEREOF, the undersigned has executed this document in consideration of his or her employment by the Employer.

DATED: _____________________

Print Name:______________________________

Signature: ______________________________

("**Employee**")

Attachment 4-B

CONFIDENTIALITY AGREEMENT
(Business Brokers)

The undersigned Business Broker, a licensed real estate agent who has joined with ________________________, a LINK Franchisee ("**LINK Franchisee**"), hereby agrees that he or she shall not, while associated with LINK Franchisee or thereafter, communicate to, or use for the benefit of, any other person, persons, partnership, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of a LINK Business; provided, however, that the foregoing does not include information which the undersigned can demonstrate came to his or her attention prior to joining the LINK Franchisee or which has become a part of the public domain through publication or communication by others.

The undersigned acknowledges that any failure to comply with the requirements of this Confidentiality Agreement will cause LINK Franchisee and LINK USA, LLC (the "**Franchisor**") irreparable injury, and the undersigned agrees that in addition to any other right or remedy provided by law, LINK Franchisee and/or the Franchisor shall be entitled to specific performance of, or an injunction against violation of, the requirements of this Confidentiality Agreement.

The undersigned agrees that upon termination of his or her relationship with LINK Franchisee for any reason, he or she will return all copies of documents containing confidential information or trade secrets to LINK Franchisee, including without limitation the LINK Confidential Manuals.

IN WITNESS WHEREOF, the undersigned has executed this document in consideration of his or her joining the LINK Franchisee's business.

DATED: ______________________

Print Name:_______________________________

Signature: _______________________________

("**Broker**")

Attachment 5

SOFTWARE LICENSE

1. Grant of Software License. In consideration of payment by You of the Software License Fee provided for in the LINK Franchise Agreement signed by You and Us, We grant to You and You accept a non-exclusive right and License to use the LINK Software System. All defined terms herein have the same meaning as stated in the Franchise Agreement.

2. Terms and Conditions. This License is subject to the terms and conditions set out below and shall be contemporaneous with and conditional upon this Agreement. It is granted solely in the context of this Agreement and the Franchise Agreement. If either this Agreement or the Franchise Agreement is terminated, expires or is assigned otherwise than in the manner provided herein, then the right to use the Software System granted herein shall end. Except as otherwise provided in this Agreement, You will not use any computer software system other than the Software System while operating the Business. You shall use the Software System only in association with Link Business System, in such manner as may be determined and approved by We.

3. Our License Rights. You acknowledge that We have, through a License with Our service provider, the right to use and have hosting rights for specially adapted software and have granted a License to Us to use this software and to sub-License it to franchisees for the purpose of the LINK Business System. This is the nature of the Software System. You expressly covenant with Us that You shall not directly contest or aid in contesting the validity or ownership of the Software System nor take any action whatsoever that might affect or prejudice the rights of Us, either during the Term of this Agreement or after its expiry or termination. You shall not during the Term or after its expiration or termination adopt or use any computer software system which incorporates any feature of, or which might be the same as or confusingly similar to, any of the Software System.

4. Non-exclusive. You understand and agree that Your right and license to use the Software System is non-exclusive. We have, in Our sole discretion, the right to grant licenses to others to use the Software System, and they may also use the Software System themselves. We may develop or license other computer software systems to third parties on ay terms and conditions it or they deem advisable. You expressly agree that any and all goodwill associated with and identified by the Software System inures exclusively to Our benefit and that on the expiration or termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with Your activities in respect of the Software System.

5. <u>Conditions of Use</u>. You agree to:

(a) Use the Software System solely in the manner prescribed by Us from time to time; and

(b) Adopt and use at Your own expense any enhancements upgrades or changes in the Software System directed by Us.

(c) Only use the Software System for the specifications provided by Us, and keep it maintained to a high operational standard using only hardware required or specified by Us and otherwise maintain environmental conditions at the Premises in accordance with the requirements of the computer hardware manufacturer and the supplier of the Software System.

(d) Otherwise follow directions from time to time given by Us for the proper operation of the Software System, which may require You (at Your own cost) to install and maintain adequate firewall and like protections, and anti virus software.

(e) Maintain confidentiality of information related to the Software System in accordance with the Franchise Agreement.

(f) Fully co-operate in the installation of the Software System and provide all personnel and equipment reasonably requested to do so and ensure that all Your staff are available for Initial Training and Ongoing Training at all times and places specified for by Us for that purpose.

(g) Pay the Software License Fee in the manner provided in this Agreement.

(h) Not use the Software System in any manner not prescribed by this Agreement.

(i) Not copy, duplicate, or reproduce the Software System except for the purpose of making one backup copy (which will belong to Us).

(j) Not reverse assemble or reverse compile the whole or any part of the Software System or otherwise re-engineer or change any part of the Software System.

(k) Not transfer, assign, sub-License or part with possession of the Software System to any other person.

(l) Use the Software System only for so long as it is a franchisee of the LINK Business System.

6. Right of Access. In order to preserve the integrity of the Software System and to ensure compliance with the foregoing requirements, We shall at all reasonable times and on reasonable prior notice have a right of access to Your computer system to review and modify or require modification of Your computer software.

7 No Warranty. We provide no warranty that the Software System will at all times provide all of the features required by You required for the conduct of Your Business, or that it will at all times perform all of the functions which may have been attributed to it. In particular, there is no warranty that the Software System is error free, or that its operation will be uninterrupted. Where any law implies any term or condition or warranty regarding the Software System or its operation, such warranty is at all times excluded, and limited to the strict provisions of this Section 7.

8. Our Responsibility for Damages Limited. (a) In all events, Our liability for the Software System is in respect of any claim for damage or loss in any way related to the Software System or Your use of it, is limited to Our using Our best endeavors to replace or repair defective software within the soonest practical time frame.

(b) You acknowledge that We are not liable to continue provision of the Software System or for any damages or loss accruing or allegedly accruing to You following the occurrence of a force majeure event. For the purposes of this clause a force majeure event means an unforeseen event or intervention of state, or any relevant authority, beyond Our control which prevents all or any part of the Software System from being operable or from being able to be fully delivered to You. If such condition is temporary in nature then Our obligations in respect of the Software System are suspended until such even is no longer present. If such event is more long lasting or permanent then We may at Our sole option sever all Our obligations to You, with corresponding release of You as from such time, with effect that (but only as from that date) the provisions in this Agreement in relation to the Software System shall be deemed no longer operable.

9. Miscellaneous. (a) The Software License Fee is payable plus any applicable sales (or other similar taxes payable thereon) in the manner set out in the LINK Manual.

(b) The Software License Fee will as a minimum be increased annually by the same percentage that the Consumer Price Index (All Groups) (or similar index applying in Your Territory) increases for the previous annual period.

(c) If the Software System, is in any material respect, upgraded or added to during the Term, then We reserve the right to increase the Software License Fee by such amount as is reasonably commensurate with the extra benefit You receive.

* * * * * * * * *

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

You:	**Us:**
______________________________	LINK USA, LLC
______________________________	By: ______________________________
______________________________	Title:______________________________

STATE ADDENDUM

APPENDIX TO
LINK USA, LLC
CALIFORNIA FRANCHISE DISCLOSURE DOCUMENT

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

None of the persons identified 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.

If you are a legal entity such as a corporation, partnership or limited liability company, all of your owner(s) must personally guarantee the Franchise Agreement unless we have given our written consent to the contrary.

In connection with Item 17 of the franchise disclosure document, the following paragraphs are included pursuant to California law:

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

2. 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.).

3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. The franchise agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The franchise requires a franchisee to execute a general release of claims upon renewal or transfer of the agreement. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

6. California Corporations Code Section 31125 requires the franchisor to give the franchisee a disclosure document approved by the Department of Business Oversight prior to a solicitation of a proposed material modification of an existing franchise.

7. The Franchise Agreement requires binding arbitration. The arbitration will occur at the franchisor's home county, currently New Hanover County, NC with the costs borne by the non-prevailing party. 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 ay provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

8. Re: Website: www.linkbusiness.com

9. The current maximum legal interest rate in California is 10%.

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

LINK USA, LLC

Exhibit
F

EXHIBIT F

LIST OF CURRENT FRANCHISEES
As of December 31, 2018

ARIZONA

LINK Business PHX
Lisa Riley
8930 E. Raintree Drive, Suite 100
Scottsdale, AZ 85260

CALIFORNIA

LINK Los Angeles
Richard Hershey
3711 Long Beach Blvd., Suite 900
Long Beach, CA 90807
310-539-8300

LINK San Diego
Caroline Guidi
6450 Lusk Blvd. Suite E203a
San Diego, CA 92121
310- 529-5039

LINK Silicon Valley
Raj Sathyaseelan
5980 Stoneridge Drive, Suite 111
Pleasanton, California 94588
925-201-1989

MISSOURI

LINK Business STL
Julie Pumfrey
10805 Sunset Office Drive, Suite 300
St. Louis, MO 63127
314-487-0005

PENNSYLVANIA

LINK Pennsylvania East
Joe Guarino
313 West Liberty Street, Suite 351
Lancaster, Pennsylvania, 17603
717- 740-5496

NORTH CAROLINA

LINK Business RAL
David Buboltz
527 Keisler Dr., Suite 104
Cary, North Carolina, 27518
591-316-6301

TEXAS

LINK Business DL
Tom Diedrich
3010 LBJ Freeway, Suite 1200
Dallas, TX 75234
214-710-2558

LIST OF FORMER FRANCHISEES
As of December 31, 2018

THERE ARE NO FORMER FRANCHISEES.