FRANCHISE DISCLOSURE DOCUMENT

MMI Business Brokers, LLC
a Delaware Limited Liability Company
dba Sunbelt Business Brokers
7100 E. Pleasant Valley Road
Independence, Ohio 44131
(877) 392-6278
franchiseinfo@sunbeltnetwork.com
www.sunbeltnetwork.com

MMI Business Brokers, LLC dba Sunbelt Business Brokers, a Delaware limited liability company, franchises the right to operate a business brokerage business that uses the Sunbelt name, logo, company website, and business methods in the business brokerage business. The total investment necessary to begin operation of a Sunbelt Business Brokers franchise ranges from $43,450 to $104,000. This includes $20,000 to $35,000 (depending upon territory type) that must be paid to the franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Compliance Department at 7100 E. Pleasant Valley Rd., Ste. 300, Independence, OH 44131 and 877-392-6278 ext. 619.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read the entire contract carefully. Show the 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: September 30, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Sunbelt business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Sunbelt franchisee?	Item 20 or Exhibits F and J list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in the Franchisor's state of residence (currently Ohio). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Utah the Franchisor's state of residence (currently Ohio) than in your own state.

2. **Applicable Law**. The franchise agreement states that the Franchisor's state of residence (currently Ohio) law governs the agreement, and this law may not provide the same protections and benefits as local law. You may want to compare these laws.

3. **Minimum Monthly Fees**. You must pay minimum monthly administrative/technology fees and marketing fees of $300-$800 per month even if the franchise business has no revenue.

4. **Guarantee.** Spouse(s) of Franchise Owners, Partners, etc. must sign a personal guarantee and assumption of obligations becoming jointly and severally liable for all obligations and debts of the franchise, even if such spouse(s) are not involved in the operation of the franchise business. This requirement places the personal assets of the franchise owners and spouses at risk.

NOTICE REQUIRED
FOR PROSPECTIVE FRANCHISEES
BY STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless 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:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, MI 48933
(517) 373-3800

Note: Despite subparagraph (f) above, we intend, and we and you agree to fully enforce the arbitration provisions of the Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing these arbitration provisions. You acknowledge that we will seek to enforce this section as written.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Throughout this disclosure document, "we, us, our, or franchisor" means MMI Business Brokers, LLC which does business as Sunbelt Business Brokers, the franchisor. "You" means the person who buys the franchise and includes the owners of any corporation, partnership or limited liability company that buys the franchise.

We are a Delaware limited liability company that was formed on November 15, 2005. Sunbelt does business as Sunbelt Business Brokers. Our principal business address is 7100 E. Pleasant Valley Road, Suite 300, Independence, Ohio 44131 and telephone number is (877) 392-6278. Our agents for service of process are listed in Exhibit B.

Effective February 3, 2006, We acquired substantially all of the assets of Sunbelt Business Brokers Network, LLC ("Predecessor"). We are a wholly owned subsidiary of SB Administrative Services, Inc. ("SB Admin"), an Ohio corporation. SB Admin is owned by Marathon Management Services, LLC ("Marathon") and IVM Intersurer BV ("IVM"). We have not operated a business of the type being franchised.

Marathon manages MMI-TAM, LLC dba allyAMC which provides services for the IBBA (International Business Brokerage Association). Marathon also manages Coastal Business Intermediaries, Inc. dba Agency Brokerage Consultants which is an intermediary firm that handles mergers and acquisitions and specializes in insurance companies. Marathon may manage, and we may be affiliated with, other specialized middle market niche businesses.

The principal business address for SB Admin and Marathon is 7100 East Pleasant Valley Road, Suite 300, Independence, Ohio 44131 and telephone number is (877) 392-6278. The principal business address for IVM is 8031 DX Zwolle, Netherlands. Our Predecessor's last known address was 571 Savannah Hwy. Charleston, South Carolina 29407.

Neither we nor our predecessors have engaged in any other line of business other than licensing business brokerage offices, but expressly reserve the right to do so in its sole discretion.

On February 3, 2006, Marathon entered into a written Management Agreement with us (the "Management Agreement"). Under the Management Agreement, Marathon performs certain services on our behalf, including accounting services, franchise sales and support, compliance, convention planning vendor management, IT services, etc.. We reimburse Marathon for all of Marathon's expenses it incurs in connection with these services.

Except as described above, neither we, SB Admin, Marathon, IVM, nor our Predecessor have offered franchise for another brand or conducted any other line of business.

The Franchise Being Offered

We franchise the right to operate a Sunbelt Business Brokers business that uses the Sunbelt name, logo, company website, and business methods (each, a "Business"). We offer four Sunbelt franchise territory types:

(1) Territory Type A – located in a Metropolitan Statistical Area (MSA) with the greater of a) a population greater than 1,000,000, or b) a total business count greater than 40,000.

(2) Territory Type B – located in an MSA with the greater of a) a population greater than 500,000 but less than 1,000,000, or b) with a business count greater than 20,000 but less than 40,000.
(3) Territory Type C – located in an MSA with the greater of a) a population greater than 300,000 but less than 500,000, or b) with a business count greater than 12,000 but less than 20,000.
(4) Territory Type D – located in an MSA with the greater of a) a population greater than 55,000 but less than 300,000, or b) with a business count greater than 2,200 but less than 12,000.

You will engage in the business of business brokerage, which includes listing privately held businesses for sale, finding buyers for the listed businesses, assisting in negotiating the terms and conditions for the sale of the business, and assisting in consummating the sale of the business. You also have the right to engage in mergers and acquisitions, the resale of franchises and the referral of potential buyers for franchisors other than us (collectively, the "Services"). You may provide these Services yourself, and/or use brokers.

You may not function as a business intermediary for securities transactions or any business transaction which requires a securities license (Series 7, 79, etc.) unless and until you obtain the applicable licenses required by Federal and/or state law. For example, you are required to comply with all of the federal and state laws that govern the securities industry including, but not limited to, the Securities Act of 1933, Securities Act of 1934, Trust Indenture Act of 1939, Investment Company Act of 1940, Investment Advisers Act of 1940, Sarbanes-Oxley Act of 2002, Dodd-Frank, Jumpstart Our Business Startups Act of 2012, and the California Securities Law of 1968.

Competition

There are many business brokerage firms in operation and any particular market may have numerous competing firms. There are other national business brokerage firms and they may be in direct competition with you.

There are numerous advantages to being part of a network of business brokerage offices (as opposed to being a non-network business brokerage office). The network advantages include name and brand recognition, access to the network's multiple listing system, use of the network's technology platform, marketing materials and programs, availability of training programs, comprehensive electronic operating manuals and form templates, and the ability to informally work with a cohesive group of offices who share a common operating methodology and training background.

Industry Specific Regulations

Depending on the nature of certain transactions, there may be federal, state and local laws, rules and regulations you must follow in connection with the operation of your Business. For example, you are required to comply with all federal and state laws that govern your Business, including, those laws that govern the securities industry, such as the Securities Act of 1933, Securities Act of 1934, Trust Indenture Act of 1939, Investment Company Act of 1940, Investment Advisers Act of 1940, Sarbanes-Oxley Act of 2002, Dodd-Frank, Jumpstart Our Business Startups Act of 2012, and the California Securities Law of 1968. Further, many states also require that you have a real estate license in order to operate as a business broker. You should investigate, and are responsible for determining, which laws and regulations apply to your Business.

ITEM 2

BUSINESS EXPERIENCE

President: Brian Knoderer

Mr. Knoderer became our President on August 1, 2014 and has served in that capacity since then. Mr. Knoderer has worked from his home office in Indianapolis, Indiana since 2014.

President/CEO: Ben Davies (Marathon)

Mr. Davies became President/CEO of Marathon on July 1, 2019 and has served in that capacity since then. Mr. Davies has been employed by Marathon in various roles since September 2015 and works from Marathon's headquarters located in Independence, Ohio.

Chief Operating Officer/Secretary/Treasurer: Jeffrey R. Harcourt (Marathon)

Mr. Harcourt became the Chief Operating Officer of Marathon on January 1, 2003 and has served in that capacity since then. Additionally, Mr. Harcourt became the Treasurer and Secretary of Marathon Management Services on July 1, 2005. Mr. Harcourt has worked from Marathon's headquarters located in Independence, Ohio since 2005.

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

You must pay an initial franchise fee, as follows:

Territory Type A: $35,000
Territory Type B: $30,000
Territory Type C: $25,000
Territory Type D: $20,000

- Type A: Territory Type A will be located within a Metropolitan Statistical Area (MSA) with the greater of a) a population greater than 1,000,000, or b) a total business count greater than 40,000. For MSAs with the lesser of a) 1.5 million people or b) sixty thousand businesses, there will be only one franchise offered. For MSAs with the greater of a) 1.5 million people or b) sixty thousand businesses, more than one license may be available. Additional Territory Type A licenses within the same MSA may be purchased for an additional $10,000 each.
- Type B: Territory Type B will be located within an MSA with the greater of a) a population greater than 500,000 but less than 1,000,000, or b) with a business count greater than 20,000 but less than 40,000. There will be one franchise offered for each Type B territory.
- Type C: Territory Type C will be located within an MSA with the greater of a) a population greater than 300,000 but less than 500,000, or b) with a business count greater than 12,000 but less than 20,000. There will be one franchise offered for each Type C territory.
- Type D: Territory Type D will be located within an MSA with the greater of a) a population greater than 55,000 but less than 300,000, or b) with a business count greater than 2,200 but less than 12,000. There will be one franchise offered for each Type D territory.

You pay the initial franchise fee in a lump sum when you sign the franchise agreement, which defines your territory. The initial franchise fee is fully earned by us when paid and is not refundable under any circumstances. We do not finance any portion of your initial franchise fee.

If you have been actively involved in business brokerage for at least twelve months, and you also meet certain other requirements, such as membership in the International Business Brokerage Association, or being a Certified Business Intermediary, we may charge you a reduced initial franchise fee that ranges from $5,000 to $35,000.

ITEM 6

OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Monthly Marketing Fee (Year 1)	The Monthly Marketing Fee shall be a percentage of Gross Revenue* collected each month. 4% of the first $750,000 of Gross Revenue per calendar year. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year. Minimum Monthly Marketing Fee: each monthly Marketing payment shall be the greater of (i) the amount described above or (ii) $400 per month for a Type A Territory, $300 per month for a Type B Territory, $200 per month for a Type C Territory, or $100 per month for a Type D Territory.	Due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. You shall provide Franchisor with a report including Gross Revenue per each calendar quarter within 30 days after each calendar quarter ("Quarterly Gross Revenue Report"). If the Monthly Marketing Fees received for the preceding calendar quarter are less than the amount that should have been collected based on the Quarterly Gross Revenue Report, any difference shall be withdrawn from your ACH account.	The non-refundable and uniformly imposed Monthly Marketing Fee shall be paid via ACH directly to Franchisor and is used to pay for all marketing fees as described in further detail below.
Monthly Marketing Fee (Year 2)	The Monthly Marketing Fee shall be a percentage of Gross Revenue* collected each month: 4% of the first $750,000 of Gross Revenue per calendar year. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year. Minimum Monthly Marketing Fee: each monthly Marketing payment shall be the greater of (i) the amount described above or (ii) $500 per month for a Type A Territory, $400 per month for a Type B Territory, $300 per month for a Type C Territory, or $200 per month for a Type D Territory. Inception-to-date Marketing Fees paid to us by the end of Year 2 must equate to a minimum of: $16,800 for a Type A Territory, $15,600 for a Type B Territory, $14,400 for a Type C Territory, and $13,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 2, the differential must be paid by you to us within 30 days of the end of Year 2.	Due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. You shall provide Franchisor with a report including Gross Revenue per each calendar quarter within 30 days after each calendar quarter ("Quarterly Gross Revenue Report). If the Monthly Marketing Fees received for the preceding calendar quarter are less than the amount that should have been collected based on the Quarterly Gross Revenue Report, any difference shall be withdrawn from your ACH account.	The non-refundable and uniformly imposed Monthly Marketing Fee shall be paid via ACH directly to Franchisor and is used to pay for all marketing fees as described in further detail below.

Monthly Marketing Fee (Year 3 and thereafter)	The Monthly Marketing Fee shall be a percentage of monthly Gross Revenue* collected each month. 4% of the first $750,000 of Gross Revenue per calendar year. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year. Minimum Marketing Fee: each monthly Marketing Fee payment shall be the greater of (i) the amount described above or (ii) $600 per month for a Type A Territory, $500 per month for a Type B Territory, $400 per month for a Type C Territory, or $300 per month for a Type D Territory. Inception-to-date Marketing Fees paid to us by the end of Year 3 must equate to a minimum of: $28,800 for a Type A Territory, $27,600 for a Type B Territory, $26,400 for a Type C or $25,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 3, the differential must be paid to us within 30 days of the end of Year 3. For **each** subsequent year during the Term of the Agreement, the inception-to-date minimum marketing fees increase by $12,000 per year from the above stated minimums required by the end of Year 3; any differential (i.e. inception-to-date Marketing Fees paid being less than inception-to-date Marketing Fee minimums) that exists at the end of a year must be paid by you to us with 30 days of the end of each year during the term of this Agreement.	The Monthly Marketing Fee is due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. You shall provide Franchisor with a report including Gross Revenue per each calendar quarter within 30 days after each calendar quarter ("Quarterly Gross Revenue Report"). If the Monthly Marketing Fees received for the preceding calendar quarter are less than the amount that should have been collected based on the Quarterly Gross Revenue Report, any difference shall be withdrawn from your ACH account.	The non-refundable and uniformly imposed Monthly Marketing Fee shall be paid via ACH directly to Franchisor and is used to pay for all marketing fees as described in further detail below.

Monthly Marketing Fee (Renewal, Transfer, previous, or existing franchisee)	The Monthly Marketing Fee shall be a percentage of monthly Gross Revenue* collected each month. 4% of the first $750,000 of Gross Revenue per calendar year. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year. Minimum Marketing Fee: each monthly Marketing Fee payment shall be the greater of (i) the amount described above or (ii) $600 per month for a Type A Territory, $500 per month for a Type B Territory, $400 per month for a Type C Territory, or $300 per month for a Type D Territory. Inception to-date Marketing Fees paid to us by the end of Year 1 must equate to a minimum of $24,000 for all territory types. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 1, the differential must be paid by you to us within 30 days of the end of Year 1. Inception-to-date Marketing Fees paid to us by the end of Year 2 must equate to a minimum of: $28,800 for a Type A Territory, $27,600 for a Type B Territory, $26,400 for a Type C Territory or $25,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 2, the differential must be paid to us within 30 days of the end of Year 2. For **each** subsequent year during the Term of the Agreement, the inception-to-date minimum marketing fees increase by $12,000 per year from the above stated minimums required by the end of Year 2; any differential (i.e. inception-to-date Marketing Fees paid being less than inception-to-date Marketing Fee minimums) that exists at the end of a year must be paid by you to us with 30 days of the end of each year during the term of this Agreement.	The Monthly Marketing Fee is due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. You shall provide Franchisor with a report including Gross Revenue per each calendar quarter within 30 days after each calendar quarter ("Quarterly Gross Revenue Report"). If the Monthly Marketing Fees received for the preceding calendar quarter are less than the amount that should have been collected based on the Quarterly Gross Revenue Report, any difference shall be withdrawn from your ACH account.	The non-refundable and uniformly imposed Monthly Marketing Fee shall be paid via ACH directly to Franchisor and is used to pay for all marketing fees as described in further detail below.

Monthly Technology and Administrative Fee	$250 per month.	Due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement.	The non-refundable and uniformly imposed Monthly Technology and Administrative Fee may be increased during the term of the franchise agreement by up to 5% annually. This fee increase will not apply during the first year of the term of the franchise agreement.
Transfer	$7,500	Upon transfer	Includes New Owner Training for the Buyer.
Audit Fee	Costs may range from $3,000-$10,000	If an audit is required, the fee will be due within 30 days of the audit	Payable if there is a deficiency in the payment of any Monthly Marketing Fee or other amounts required to be paid by you under the Franchise Agreement by 2% or more.
Errors and Omissions Insurance	$7,076-$9,438 per year	As determined by the applicable insurance company	Payable to the applicable insurance company and us only in the event we obtain group coverage and you opt for group coverage, which will result in payment directly to us.
Renewal Fee	$2,000	Upon execution of successor franchise agreement	

Annual Convention and other regional seminars	$1,000-$2,500	When registering for attendance for the convention or seminar	Attendance at the annual convention is not currently mandatory but Franchisor reserves the right to mandate your attendance. There is currently a fee of $199 per attendee to attend the annual convention. Attendance at other conventions and regional seminars is optional. The estimated range is for travel expenses to attend the annual convention.
Late Fee	$100 per occurrence	As incurred	Failure to provide the Quarterly Gross Revenue Report shall be considered a default of the Franchise Agreement and shall result in a $100 late fee penalty. Franchisor has the right to audit Your records to ensure you are providing accurate information in the Quarterly Gross Revenue Reports.
Non-Sufficient Funds (NSF) Fee	$25	As incurred	If an attempt to process fees from your account is denied due to insufficient funds, we may charge your account a NSF fee.
Interest on Late Payments	Interest is highest legal rate for open business credit not to exceed 1.5% per month.	Payable on demand	Interest is calculated on all amounts owed that are past due.

Unless noted differently, all of the fees in this Item 6 are payable to us or our affiliates, are uniformly imposed and are non-refundable.

***Gross Revenue**. "Gross Revenue" is defined as: the total of all receipts derived from Services performed and products sold by Franchisee whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange. Gross Revenue include receipts from all sales, service, labor, etc. related to the operation of the Franchisee's Sunbelt Business including, without

limitation commissions resulting from the sale of businesses, retainers, appraisal fees, valuation fees, and engagement fees. Gross Revenue does not include:

a. The amount of any sales or similar tax imposed by any federal, state, municipal or other governmental authority, provided that the amount of any such tax is shown separately and in fact paid by the Franchisee to the appropriate governmental authority; and

b. Promotional or discount coupons to the extent that the Franchisee realizes no revenue.

Gross Revenue shall be deemed received by the Franchisee when payment actually has been received by the franchisee. Gross Revenues consisting of property or services shall be valued at the retail prices applicable and in effect at the time that they are received.

The Monthly Marketing Fee shall be paid directly to us and all Monthly Marketing Fees collected shall be used solely for providing marketing services to Franchisees. We **currently** uses the Monthly Marketing Fees to pay for the following marketing services provided for franchisees:

- Website design, maintenance and hosting for the Franchisor's corporate website and the franchisees' templated sites;
- Social media management and directory management services;
- Pay-per click management services;
- E-mail campaign management services;
- Collateral marketing materials;
- Advertising for business-for-sale listings on third-party websites (currently including, but not limited to, businessforsale.com, businessbroker.net, mergernetwork.com, mergerplace.com,
- buybusiness.com, axial.net, and listingsgiant.com); and
- Subscription services to international franchise professionals' group (third-party franchises-for sale).

The Monthly Marketing Fees collected by us shall be used for payments to current vendors (e.g. third-party listing sites), Front Porch Solutions (which provides SEO, pay per click, and website services), and Marathon Management Services (which provides marketing materials, website services, etc.). Some of these services are provided by companies that are affiliated with Sunbelt. We may change the services provided and vendors at any time.

Franchisee shall provide Franchisor with a report including Gross Revenue per each calendar quarter within 30 days after each calendar quarter ("Quarterly Gross Revenue Report"). If the Monthly Marketing Fees received for the preceding calendar quarter are less than the amount that should have been collected based on the Quarterly Gross Revenue Report, such difference shall be withdrawn from Franchisee's ACH account. However, the Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year. By way of example, if a Franchisee has been operating its franchise for four years and has a Type B Territory, it will be charged a Minimum Monthly Marketing Fee of $500, if the Franchisee has gross revenue of $20,000 for the first month, $60,000 for the second month, and $10,000 for the third month, $2,200 shall be withdrawn from Franchisee's ACH account (total percentage of gross revenue for the calendar quarter less total minimum marketing fees for the calendar quarter $3,700-$1,500).

Failure to provide the Quarterly Gross Revenue Report shall be considered a default of the Franchise Agreement and shall result in a $100 late fee penalty. Franchisor has the right to audit Franchisee's records to ensure Franchisee is providing accurate information in the Quarterly Gross Revenue Reports.

You must participate in our electronic funds transfer program which authorizes us to utilize a pre-authorized bank draft system. We can set off from any amounts that may be owed to you any amount that you owe to us or our affiliates.

Except as noted, all fees are uniformly imposed by and are payable to Sunbelt. All fees are non-refundable.

The Franchisor and Franchisee mutually agree that the Monthly Marketing Fee and Monthly Technology and Administrative Fee represents payment for services performed by the Franchisor for the benefit of the Franchisee as well as the use of any Marks owned by the Franchisor. Services provided include, but are not limited to, (a) webhosting, servers and development, (b) training and professional education, (c) ongoing operational support and coaching, and (d) trademark usage. While subject to change, the Franchisor and Franchisee mutually agree that the value of the current services provided by Franchisor represents 95% or more of the ongoing monthly fee, while use of the registered marks represents the balance, or 5% or less.

ITEM 7

ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
INITIAL FRANCHISE FEE (Note 1)	$20,000	$35,000	Lump Sum	At Signing of Franchise Agreement	Sunbelt
TRAVEL AND LIVING EXPENSES WHILE TRAINING (Note 2)	$1,000	$2,000	As Incurred	During Training	Airlines, Hotels & Restaurants
RENT (Note 3)	$1,500	$3,000	Lump Sum	Prior to Opening	Landlord
OFFICE EQUIPMENT AND FURNISHINGS (Note 4)	$0	$5,000	Lump Sum	Prior to Opening	Vendors
INSURANCE (Note 5)	$3,550	$8,000	Lump Sum	Prior to Opening	Vendors
MISC. OPENING COSTS (Note 6)	$2,400	$6,000	As Incurred	As Incurred	Vendors
ADDITIONAL FUNDS FOR 3 MONTHS (Note 7)	$15,000	$45,000	As Incurred	As Incurred	Vendors
TOTAL (Note 8)	**$43,450**	**$104,000**			

As noted in Item 5, the initial franchise fee is non-refundable, but all other amounts in this chart will not be refundable unless you are able to negotiate a refund with a particular supplier

Notes:

1. This estimate is for one person traveling to Cleveland, Ohio for the New Franchise Owner Training program.

3. Your business office location will need to be approved by us. We anticipate that many of our Franchisees will have existing business offices. If you do not have a business office, you will have to lease one unless otherwise approved by us. We recommend that you consider starting in an "executive office" which provides, for a fee, fully equipped office space and access to certain office equipment (copiers, fax machines, etc.). A typical leased Sunbelt office is located in a class A office building and contains from 700 to 1,200 square feet. Typically, there is an entrance lobby, an office for you, a conference room, and a large office which houses all of the brokers who will work with you. We estimate that it will cost you $1,500 for a security deposit on suitable leased office space.

4. If you do not have an existing office with standard office equipment, you will have to acquire the necessary equipment. You will need a phone system, office furnishings, a copier, a fax machine and a computer system. The low end of the estimate above assumes you have the necessary equipment to start your Business.

   During the term of the Franchise Agreement, you must maintain errors and omissions insurance coverage at your sole expense and under policies of insurance issued and administered by carriers

approved by us. Such insurance coverage shall be maintained in such minimum amounts as we prescribe and must name us as an additional insured. We may periodically increase or decrease the amounts of coverage and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Franchisees located in certain states (e.g. Louisiana and California) may be subject to higher premium levels.

5. You may also incur costs for items such as deposits for gas, electric, telephone and high-speed internet services. You may also incur costs for business licenses.

6. You should have additional working capital available to you, while you grow and build the Business. The amount of working capital needed varies greatly based upon numerous factors such as standard of living, amount of bills/debt and geography. You may need more than the estimated amount of working capital.

7. We do not offer direct or indirect financing to franchisees for any items.

   The estimates contained in this Item 7 are based on 8 years of our experience as well as 11 years of Predecessor's experience in the business brokerage business and on the actual results of our existing Franchisees. You should review these figures carefully and, if you feel the need, discuss them with your business advisor, before you make any decision to purchase the franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have no required specifications, designated suppliers, or approved suppliers for goods or real estate relating to your Business.

However, you must use our designated vendor for listing services, search engine optimization, pay per click and website services, and marketing materials. Marathon will provide you certain marketing materials. We will pay these suppliers directly to provide those services to you. Other than Marathon, neither we nor our affiliates are approved suppliers, but we or they may be in the future. As such, certain of these services are provided by companies that are affiliated with Sunbelt. We may change the services provided and the vendors at any time. Vendors are evaluated, approved or disapproved based on Sunbelt's review of their business reputation, delivery performance, and other information. You may also purchase additional marketing services from other vendors subject to our prior approval which shall be granted upon reasonable requests within thirty (30) days of such requests. As all Monthly Marketing Fees paid by franchisees to Sunbelt shall be used to pay marketing vendors that provide marketing services for franchisees, Sunbelt shall derive no profit from this required fee. However, Sunbelt's affiliate, Marathon Management Services, LLC may provide certain marketing services for a fee and, as such, will derive profits. Marathon Management Services, LLC did not receive any fees from Sunbelt for such services for the fiscal year ending June 30, 2022. You will reimburse the reasonable expenses that we incur related to the evaluation of the product and/or supplier. We may revoke our approval of a supplier upon notice to you. As of the date of this disclosure document, none of our officers own an interest in any preferred or approved supplier.

We or our affiliates may negotiate purchase arrangements including prices and terms, with preferred and approved suppliers. We and our affiliates may receive rebates or other payments from preferred and approved suppliers and other service providers based (directly or indirectly) on sales to or by franchisees. However, we do not have any such arrangements in place as of the date of this disclosure document, and thus, we did not receive any revenue based on franchisee purchases during our previous fiscal year.

We do not participate in any purchasing or distribution cooperatives. We do not provide material benefits, such as renewing or granting additional franchises, to Franchisees based on their use of preferred or approved suppliers.

During the term of this Agreement, you must maintain errors and omissions insurance coverage at your sole expense and under policies of insurance issued and administered by carriers approved by us. This is the only form of insurance we specifically require, though offices should maintain all other locally and federally required insurance. Such insurance coverage shall be maintained in such minimum amounts as we prescribe and must name us as an additional insured. For the 2022-2023 policy year, the minimum amount of coverage is $1,000,000. We may periodically increase or decrease the amounts of coverage and require different or additional kinds of insurance at any time to reflect changing factors in the marketplace (i.e. inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances).

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Not Applicable	Item 8
b.	Pre-opening purchases/leases	Not Applicable	Item 8
c.	Site development and other pre-opening requirements	Section 2D of the Franchise Agreement	Item 11
d.	Initial and ongoing training	Section 4 of the Franchise Agreement	Item 11
e.	Opening	Not Applicable	Not Applicable
f.	Fees	Section 9 of the Franchise Agreement	Items 5 and 6
g.	Compliance with standards and policies/Electronic Operating Manual	Sections 5 and 10 of the Franchise Agreement	Item 11
h.	Trademarks and proprietary information	Section 6 of the Franchise Agreement	Items 13 and 14
i.	Restrictions on products/ services offered	Section 2 of the Franchise Agreement	Item 16
j.	Warranty and customer service requirements	Not Applicable	Item 11
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Not Applicable	Item 8
m.	Maintenance, appearance and remodeling requirements	Not Applicable	None
n.	Insurance	Section 10 of the Franchise Agreement	Item 7
o.	Advertising	Section 11 of the Franchise Agreement	Item 11
p.	Indemnification	Section 7 of the Franchise Agreement	Not Applicable
q.	Owner's participation/ management/staffing	Not Applicable	Not Applicable
r.	Records/reports	Section 12 of the Franchise Agreement	Not Applicable
s.	Inspections/audits	Section 12 of the Franchise Agreement	Item 6, Item 11
t.	Transfer	Section 13 of the Franchise Agreement	Items 6 and 17
u.	Renewal	Section 16 of the Franchise Agreement	Item 17
v.	Post-termination obligations	Section 15 of the Franchise Agreement	Item 17
w.	Non-competition covenants	Sections 8 & 15 of the Franchise Agreement	Item 17
x.	Dispute resolution	Section 17 of the Franchise Agreement	Item 17

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, are is not required to provide you with any assistance.

Before you open your business, we will:

1) Designate your territory (Franchise Agreement, Section 2a).

2) At your request, we will provide telephonic assistance in helping you locate a business office. You are not required to obtain our approval for your business location, unless you would like to use a post office box or virtual office. (Franchise Agreement, Section 2d).

3) Provide you with New Office Owner training (Franchise Agreement, Section 4). This 2.5-day program is held at our headquarters or one of our regional training sites as determined by us from time to time. Training dates are scheduled as they are needed. Your training will be scheduled after you sign your Franchise Agreement. You must pay your travel and living expenses while attending the training sessions. You must complete the initial training program within 60 days of signing your Franchise Agreement. You may not commence operations until you have completed the training program to our satisfaction (Franchise Agreement, Section 4).

4) Provide you with New Broker Main Street Training. This training is available on-demand in a pre-recorded format, as well as in a certification format that requires live webinar attendance. The certification format is made available 3-4 times per year and is 10 weeks in duration. There is no travel or cost associated with this training, and it is also available free of charge for your brokers.

5) Provide you with access to the Sunbelt Resource Center, to access our online materials and prepare for your training. The Resource Center materials include, but are not limited to, business planning tools; broker recruiting and training tools; template business forms; additional training webinars; technology tutorials; sales and marketing guidelines and tools; and information about our vendors and partners.

6) Prior to or in conjunction with your applicable training sessions, we will provide you with access to each of the electronic Sunbelt publications which are referenced in Exhibit E and contain general operating procedures (the "Electronic Operations Manuals"). The Electronic Operations manual comprises approximately 151 pages and the tables of contents for the Electronic Operations Manuals are included in Exhibit E.

7) Setup your access to the Sunbelt Brokerage Management System which, among other things, manages your listings, transaction details, broker activities and closings. (Franchise Agreement, Section 3g).

8) Launch your Sunbelt office website and email account.

9) Provide you with a supply of marketing items, printed materials such as folders, brochures, flyers, and notecards. We reserve the right to modify the specific services/products provided and quantities, at our discretion. *

**Some benefits are not available to those franchisees who do not pay the full initial franchise fee.*

Opening of Your Business

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of your Business to be approximately 1 to 3 months, but this time period may vary based upon such factors as how quickly you can secure an office, the delivery schedule for equipment and supplies, delays in securing financing arrangements and completing training and your compliance with local laws and regulations. You must open your Business within 60 days following the execution of the Franchise Agreement or we may terminate the Franchise Agreement (Franchise Agreement, Section 2(d)).

Continuing Obligations

During the term of the Franchise Agreement we (or our designee) are required to provide the following assistance and services to you:

1) Franchisee meetings, newsletters, updates to training programs and forms as we deem reasonably necessary (Franchise Agreement, Section 5a).

2) At our discretion, and by request, we may hold regional training seminars and/or meetings in or close to your area which you or your brokers can attend. A per attendee fee may be charged to attend these seminars however attendance will not be required (Franchise Agreement, Section 4)

3) We will also be available by telephone to provide assistance to you.

4) At our discretion, we may periodically host office owner meetings in conjunction with certain IBBA Conferences. There may be a nominal charge to offset the cost; attendance is mandatory. You are responsible for all of your travel and living expenses (Franchise Agreement, Section 4).

5) We provide advertising and promotional materials for your use, some of which you will receive as part of your supply of marketing items. Additional copies of the promotional brochures are available at a reasonable cost via our vendors and may also be available from our office. You are responsible for the cost of placing classified and display advertisements (Franchise Agreement, Section 11).

6) At your request, we will assist you with your advertising by reviewing your display advertisements and giving you suggestions for improvement (Franchise Agreement, Section 11).

Training

You will be provided with our 3-part, New Franchise Owner Training Program, defined as follows (the Training Program is subject to change):

(1) Plan: During the 3 weeks preceding your classroom training, you will engage in online webinars, and various outlined activities.

(2) Learn: You will attend a 2-day training program at our Corporate Office, or another location as we may specify.

(3) Launch: You will be engaged in structured coaching for the 4 weeks following your classroom training program.

The 2-day New Owner Classroom Training Program is outlined below:

NEW OWNER TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Day 1: Industry Overview and Industry Reports Overview of us (including resource center overview) Managing your Office Broker Recruitment and Management	8 Hours	0 Hours	Independence, Ohio Corporate Office*
Day 2: Sunbelt Systems Training Marketing Overview Introduction to Business Pricing	8 Hours	0 Hours	Independence, Ohio Corporate Office*

**The training may be completed virtually as determined in Sunbelt's discretion.*

Brian Knoderer, our President, is the primary instructor for new owner training. Brian became our President in August of 2014 and has served in that capacity since then. Brian has over 20 years' experience in the subjects taught.

The Electronic Operations Manuals and New Office Owner Training Manual are the instructional materials used during the training sessions.

Technology

You are required to maintain all of your listings and closings within the Sunbelt Brokerage Management System (SBMS). Minimally, we recommend the following hardware specifications:

- IBM compatible
- Pentium processor
- 256 MB RAM
- High Speed Broadband Internet Access Modem
- Windows Operating System® (Most current version available)
- Compatible printer

If the SBMS is updated, you may be contractually obligated to update components of your computer system in order to maintain access to the SBMS. We estimate the cost of ongoing maintenance, upgrades and or updates to be $500 or less per year. Many franchisees choose to use their existing computer equipment, but if a new computer system is purchased, the expected cost to purchase a system which meets the requirements would be between $500 and $2000 depending on the franchisee's choices regarding performance and features of the computer, payable to any normal and reasonable computer seller.

We will have free and unlimited access to all of the information and data collected by the users of the SBMS.

You will use the SBMS to enter businesses for sale ("listings"). This will permit your listings to appear on the main Sunbelt public website, currently indexed by the major search engines as http://www.sunbeltnetwork.com. You may also choose to advertise your listings on additional websites for maximum exposure. If you choose to advertise your listings in such a manner, you must include a link in each listing advertisement that delivers the viewer directly to the Sunbelt main public site (http://www.sunbeltnetwork.com) (Franchise Agreement, Section 10a).

We will provide you with a website for your office and you are prohibited from maintaining other separate websites for your office.

Advertising

New promotional materials that are developed after you open for business will be made available to you at a reasonable charge. This charge currently ranges from $250 to $500 for the new materials.

Before you use or disseminate advertising and promotional materials which were not prepared or approved by us, you must submit samples of such materials to Sunbelt. We retain the right to require that you cease using any advertising or promotional materials that either violate any state or federal laws, rules or regulations or are considered by Sunbelt, in our sole discretion, to constitute an unauthorized use of the Sunbelt Marks (Franchise Agreement, Section 11).

We do not have the power to require any franchisee cooperatives to be formed, changed, dissolved or merged. We do not manage or administer, nor do you contribute to, an advertising fund. We have no obligation to conduct advertising. To our knowledge, there is no advertising council composed of franchisees

The services provided by Marathon help us provide the above-mentioned services and obligations.

ITEM 12

TERRITORY

You will receive a non-exclusive territory, described in Exhibit A to your Franchise Agreement, along with a non-exclusive location name (if you are granted a Type A territory).

We grant four territory types:

(1) Type A: A franchise located in a metropolitan statistical area (MSA) with the greater of a) a population greater than 1,000,000, or b) a total business count greater than 40,000 (one of the top 50 MSAs in the United States)
(2) Type B: A franchise located in an MSA with the greater of a) a population greater than 500,000 but less than 1,000,000, or b) with a business count greater than 20,000 but less than 40,000 (MSAs #51-101)
(3) Type C: A franchise located in an MSA with the greater of a) a population greater than 300,000 but less than 500,000, or b) with a business count greater than 12,000 but less than 20,000 (MSAs #102-151)
(4) Type D: A franchise located in an MSA with the greater of a) a population greater than 55,000 but less than 300,000, or b) with a business count greater than 2,200 but less than 12,000 (MSAs #152-384)

If the Franchise Agreement grants a Territory Type A, we may grant one or more additional franchises for Sunbelt Network Business(es) within the Territory depending on the number of people or businesses located within the corresponding Metropolitan Statistical Area. One franchise will be granted for the greater of every 1.5 million people or 60,000 businesses in the territory, rounded to the next highest number of franchises. For example, if the geographic area granted in the Territory is a Metropolitan Statistical Area with the greater of a population of 1.5 million people or business count of 60,000, to 3 million people or 120,000 businesses, we may grant a total of 2 franchises to be used within the Territory. If the Territory is a Metropolitan Statistical Area with between the greater of 3 million and 4.5 million people or 120,000 and 180,000 businesses, we may grant a total of 3 franchises to be used within the Territory.

Once you have signed your Franchise Agreement, you will retain your Territory regardless of whether the population or businesses count increases or decreases. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Your territory and location name will be agreed to by you and us prior to you signing the Franchise Agreement. Generally, territories are defined by metropolitan statistical areas. We will use the most recent information available in the U.S. Census Data, or other statistical sources of our choosing.

In certain circumstances, you may work with privately held business sellers and buyers that are located outside of the Territory and other Sunbelt franchisees may work with privately held business sellers and buyers located within the Territory. However, you agree that your use of direct mail, drop notes, emails and other forms of solicitation for the purpose of securing "business for sale listings" will be restricted to your Territory unless otherwise permitted by us as specified in the Electronic Operations Manual. You also agree to comply with any selected sales and marketing policies and procedures including further territory restrictions, which we may specify in the Electronic Operations Manual. In any dispute arising between you and other Sunbelt franchisees over the marketing of the business and services, you agree that we, in our sole discretion, may determine your level of compliance with the provisions of the franchise agreement. There are no minimum sales quotas.

Unless specifically agreed to in writing by Sunbelt, you have no option, right of first refusal or any similar right to acquire any additional franchises in any contiguous territories. Also, there are no pre-stated conditions under which we will approve the relocation of the franchised business or your establishment of additional franchised outlets.

During the franchise term we may:

(1) Sell (or authorize others to sell) services authorized for Sunbelt Network Businesses, using trade names, trademarks, service marks and commercial symbols other than the Marks (as defined in Item 13 below) anywhere in the world);

(2) Operate and grant to others the right to operate Sunbelt Network Businesses that are located in your territory (if you are granted a Type A territory) or any other territory;

(3) Sell (or authorize others to sell) services other than the Services including but not limited to, consulting services, using the Marks within or outside of the Territory with no compensation to you;

(4) Purchase or acquire, through merger, acquisition or otherwise, business brokerage businesses, companies or franchisors which own or franchise business brokerage businesses, operating under the Marks, whether such businesses are located within or outside of the Territory;

(5) Market, promote or sell services relating to or competitive with the Business through other channels of distribution, from and at any location, even in the Territory, under trade names, trademarks or service marks other than the Marks and

(6) Be acquired (regardless of the form of transaction) by a business brokerage business or other business, even if such business operates, franchises and/or franchises competitive businesses within the Territory.

ITEM 13

TRADEMARKS

We grant you the right to operate a business brokerage office under the name Sunbelt. You may also use any authorized successor trademarks to operate your Business. By "trademark" or "Mark," Sunbelt means trade names, trademarks, service marks and logos used to identify your Business. SB Admin owns the following trademarks that are registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Description	**Issue Date/Registration No.**
SUNBELT	7-31-07 / 3,270,828
The place to go to buy or sell a business.	7-31-07 / 3,270,851
Sunbelt Business Brokers	10-19-93 / 1,799,650
The Sunbelt Network with stylized "S"	7-18-95 / 1,905,933
Sunbelt Business Advisors	9-19-06 / 3,144,570

SB Admin owns the Marks, any development resulting from the Marks, and any and all goodwill associated with the Marks. SB Admin has licensed to us the right to use and allow our franchisees to use the Marks. The license agreement is perpetual and cannot be terminated if doing so would violate an applicable franchise law or regulation.

SB Admin has filed all necessary affidavits for use and renewal applications. There are currently no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court, nor any pending infringement, opposition or cancellation proceeding relating to the above trademarks (that are pending registration). There is no pending material federal or state litigation relating to the above trademarks (that are pending registration). Sunbelt Administrative Services, Inc. has filed all necessary affidavits.

You must follow our rules when you use these marks. You cannot use our name or mark or the word "sun" as part of a corporate name or with modifying words, designs or symbols except for those which we franchise to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not use the Marks in any combination with those of another legal entity without prior written permission from us. We are under no obligation to grant a request to combine its marks with those of any other legal entity. No agreements limit our right to use or franchise the use of the Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think appropriate. We are not required to defend or indemnify you against a claim against your use of our trademarks. You must modify or discontinue the use of trademarks if we modify or discontinue them. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of or used in business. We will not indemnify you for any damages you are held liable for infringement for based on use of the Marks.

We do not know of any infringing uses that could materially affect your use of the Marks. the Marks. Except as described in Item 1, we and our affiliates do not currently, and do not have current plans, to operate or franchise a business under trademark different than the Marks that will sell goods or services similar to Sunbelt Business Brokers businesses.

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 contained in the following publications:

a. Office Electronic Operations Manual
b. New Owner Training Program
c. Online, On-Demand Training Presentations

Although we have not filed an application for a copyright registration for these publications, it claims a copyright and the information is proprietary. We will provide you with access to each of the Sunbelt publications which are referenced in Exhibit E which contain general operating procedures (the "Electronic Operations Manuals"). The Electronic Operations Manuals are confidential and remain our property. We will modify the Electronic Operations Manuals, but the modifications will not alter your status and rights under the Franchise Agreement. (Franchise Agreement, Section 5). The tables of contents for the Electronic Operations Manuals are included in Exhibit E. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate. We treat all of this information as trade secrets and you must treat any of this information we communicate to you confidentially.

You must not contest our interest in these publications or any other trade secrets.

If we decide to add, modify or discontinue the use of any of these publications, you must also do so. Our sole obligation is to reimburse you for the tangible cost of complying with this obligation.

We do not own rights in, or licenses to, patents or copyrights that are material to the franchise. Also, we have no pending patent applications that are material to the franchise.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We do not require that you personally operate the franchised business. The Business must be directly supervised "on premises" by you or a manager who has successfully completed Sunbelt's training program. The only limitation on who you can hire as the on premises mangers is that the on-premises manager cannot have an interest or business relationship with any of our business competitors. The manager need not have an ownership interest in a you. The manager must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14. Your owners will be required to sign the personal guaranty which is an exhibit to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You operate business representing sellers and buyers in the sale and purchase of privately held businesses and purchase, referral and/or sale of franchise opportunities. We do not impose any restrictions or conditions that limit access to customers within your Territory.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Section 2b	10 years
b.	Renewal or extension of the term	Section 16	10 years
c.	Requirements for franchisee to renew or extend	Section 16	You must sign our then-current form of franchise agreement and pay a $2,000 renewal fee. The contract form may have materially different terms and conditions than your original contract. You must be in compliance with all of the terms of their current Agreement. You must also sign a Waiver and Release of Claims Agreement.
d.	Termination by you	Section 14a	Subject to our post-termination provisions, you may terminate with 30 days' notice
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with cause	Section 14b	We can terminate if You default.
g.	"Cause" defined – curable defaults	Section 14b	You have 30 days to cure any failure to comply with the provisions of the Franchise Agreement
h.	"Cause" defined – non-curable defaults	Section 14b	Non-curable defaults: abandonment of franchise, transfer of franchise without Sunbelt's written approval, you plead guilty or no contest to the violation of any law relating to the regulation of your business brokerage business; unapproved transfer; misuse of Confidential Information; repeated violations. Failure to strictly comply with the arbitration process as described in Section 17 of the Franchise Agreement.
i.	Your obligations on termination/non-renewal	Section 15	Discontinue using Sunbelt name and trademarks; pay amounts owed; cease use of Confidential Information; no competitive business for 1 year within 50 miles of any Sunbelt Business Brokerage office. Upon the termination of the Franchise Agreement in accordance with the terms of the Agreement, except for in the case of a transfer, you shall pay to us, within 30 days of the date of termination, as liquidated damages for the premature termination of the Franchise Agreement and not as a penalty, an amount equal to 1 times the Monthly Technology and Administrative Fee and Monthly Marketing Fee payable to us in the last 12 months. If you have been operational for less than 12 months you shall pay an amount equal to 1 time the Monthly Technology and Administrative Fee and Monthly Marketing Fee payable to us for the entire period the Franchised Business has been open for business.

j.	Assignment of contract by franchisor	Section 13a	No restriction on Sunbelt's right to assign
k.	"Transfer" by you – defined	Section 13b	Transfer of any ownership interest
l.	Franchisor approval of transfer by you	Section 13	We have the right to approve all transfers
m.	Conditions for franchisor approval of transfer	Section 13(b) & Section 13)c)	New franchisee qualifies and attends new broker training and transfer fee paid
n.	Franchisor's right of first refusal to acquire your business	Section 13f	Prior to your proposed transfer, we have 30 days to accept stated terms and 60 days to consummate purchase.
o.	Sunbelt's option to purchase your business	Section 13f	See n. above.
p.	Death or disability of you	Section 13d	If no transfer to third party approved by us within 3 months, franchise terminates
q.	Non-competition covenants during the term of the franchise	Section 8c	No other business brokerage activity
r.	Non-competition covenants after the franchise is terminated or expires	Section 15e	No competitive business for 1 year within a 50-mile radius of Territory or any Territory (may not apply if you have previously been actively involved in business brokerage for at least 12 months and meet certain other requirements)
s.	Modification of the agreement	Section 17h	Must be in writing and signed by you and Sunbelt
t.	Integration/merger clause*	Section 17h	Only Franchise Agreement is binding. This provision is subject to state law.
u.	Dispute resolution by arbitration or mediation*	Section 17c	Sole remedy for resolution of disputes is binding arbitration in Cleveland, Ohio except when injunctive relief is required, then Franchisor may apply for injunctive relief in court. Unless the arbitrator determines otherwise, costs of arbitration shall be borne by each party, with the parties splitting the cost of the arbitrator; no consolidation of disputes. This provision is subject to state law.
v.	Choice of forum	Section 17c	*In the city closest to the city where our headquarters is located (currently, Independence, Ohio) subject to state law
w.	Choice of law	Section 17f	*State where our headquarters is located (currently, Independence, Ohio) subject to state law

*See the State-Specific Additional Disclosures and Riders (Exhibit G) for disclosures regarding state franchise laws.

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote its franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not require its franchise owners to submit audited, year-end financial statements and therefore data on expenses and profitability are excluded. We make no representations as to the final sale prices of the above listings or the commissions collected. There are no characteristics of the included outlets above that may differ materially from those of the outlet being offered. Written substantiation for the financial performance representation will be made available upon reasonable request. This information has not been audited.

Total Number of Business-For-Sale Listings Across the Sunbelt USA Network: 1,815

Total Value of Business-For-Sale Listings Across the Sunbelt USA Network: $1,458,110,601.00

**Note: Of the 1,815 listings, 129 are advertised without a published asking price. For larger businesses, it is industry standard to not publicly disclose an asking price.*

Sunbelt does not require its franchise owners to submit audited, year-end financial statements and therefore data on expenses and profitability are excluded. We make no representations as to the final sale prices of the above listings or the commissions collected. There are no characteristics of the included outlets above that may differ materially from those of the outlet being offered. Written substantiation for this data is available upon reasonable request. This information has not been audited.

Sunbelt periodically conducts surveys of franchisees. The purpose of such surveys is to gather statistical data about the franchisee's operations, so that the information can be compiled and shared with Sunbelt franchisees and prospective franchisees. We believe that the survey data is helpful to the franchisees and Franchisor. Sunbelt will keep specific information about individual franchisee operations confidential. You agree to participate in such surveys and promptly provide us with information that we reasonably request in such surveys.

Sunbelt surveyed the franchisees in March of 2022; of the 79 Sunbelt franchisees in the United States 56 responded to the survey. The results of the survey are compiled below.

Estimated Current Year Average Annual Revenue	$860,994.90
Average Commission Rate*	12.06%
Average Broker Count Per Office Location	5.4

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

The amounts included herein do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figure to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Sunbelt business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to Jessica Czekalinski in our Legal and Compliance Department which maintains offices located at 7100 E. Pleasant Valley Rd., Ste. 300, Independence, OH 44131, (877) 392-6278, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System wide Outlet Summary
For years 2020 to 2022 Ending June 30, 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	120	118	-2
	2021	118	118	0
	2022	118	116	-2
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	1	+1
Total Outlets	**2020**	**120**	**118**	**-2**
	2021	**118**	**118**	**0**
	2022	**118**	**117**	**-1**

.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2020 to 2022 Ending June 30, 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2020	1
	2021	1
	2022	0
Florida	2020	0
	2021	0
	2022	1
Total	**2020**	**1**
	2021	**1**
	2022	**1**

Table No. 3
Status of Franchised Outlets
For years 2020 to 2022 Ending June 30, 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Outlets At End of the Year
Alabama	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Arizona	2020	0	1	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arkansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California	2020	13	1	1	0	0	0	13
	2021	13	1	3	0	0	0	11
	2022	11	0	2	0	0	0	9
Colorado	2020	2	1	1	0	0	0	2
	2021	1	2	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Florida	2020	8	0	0	0	0	0	8
	2021	8	1	0	0	0	0	9
	2022	9	3	0	0	0	0	12
Georgia	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Idaho	2020	1	1	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	1	0	0	0	6
Indiana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Iowa	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Maryland	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

	2022	1	0	0	0	0	0	1
Massachusetts	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Michigan	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Minnesota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Mississippi	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Missouri	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
Montana	2020	1	0	1	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Nevada	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Mexico	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New York	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
North Carolina	2020	8	0	2	0	0	0	6
	2021	6	0	1	0	0	0	5
	2022	5	0	1	0	0	0	4
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio	2020	5	1	0	0	0	0	6
	2021	6	0	2	0	0	0	4
	2022	4	0	0	0	0	0	4
Oklahoma	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3

	2022	3	0	0	0	0	0	3
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsylvania	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
South Carolina	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Tennessee	2020	4	1	1	0	0	0	4
	2021	4	0	1	0	0	0	3
	2022	3	0	0	0	0	0	3
Texas	2020	11	0	1	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Utah	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Virginia	2020	4	0	0	0	0	0	4
	2021	4	0	1	0	0	0	3
	2022	3	0	1	0	0	0	2
Washington	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
West Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Total	**2020**	**120**	**6**	**8**	**0**	**0**	**0**	**118**
	2021	**118**	**8**	**8**	**0**	**0**	**0**	**118**
	2022	**118**	**5**	**7**	**0**	**0**	**0**	**116**

Table No. 4
Status of Company-Owned Outlets
For years 2020 to 2022 Ending June 30, 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of the Year
Total	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**1**	**0**	**0**	**0**	**1**

Table No. 5
Projected Openings as of June 30, 2022

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company – Owned Outlets in the Next Fiscal Year
N/A	0	0	0
Total	**0**	**0**	**0**

Exhibit F lists all the names of the current franchisees and the addresses and telephone numbers of their outlets as of June 30, 2022.

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

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21

FINANCIAL STATEMENTS

Attached to this document as Exhibit D are the audited financial statements of Sunbelt for the years ended June 30, 2020, 2021, and 2022.

ITEM 22

CONTRACTS

Attached to this document as Exhibits C, H and J are copies of the current form of our Franchise Agreement, together with all exhibits attached, our Termination Agreement, and our Waiver and Release of Claims Agreement, respectively, which are the only agreements, proposed to be offered by the Franchisor.

ITEM 23

RECEIPT

Two copies of the required receipt are included as the last two pages of this disclosure document.

EXHIBIT A

FRANCHISE REGISTRATION/DISCLOSURE & BUSINESS OPPORTUNITY STATES DIRECTORY OF STATE AGENCIES

Listed here are names, addresses, and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws. Entries for Alberta and the Federal Trade Commission appear at the end of the list.

REGISTRATION STATES:

California
California Department of Financial Protection and Innovation
www.dfpi.ca.gov
Los Angeles
320 West 4th Street
Suite 750
Los Angeles, California 90013
(213) 576-7500
(866) 275-2677
Sacramento DFPI main office
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205
(866) 275-2677
San Diego
1350 Front Street
Room 2034
San Diego, California 92101
(619) 525-4233
(866) 275-2677
San Francisco
71 Stevenson Street
Suite 2100
San Francisco, California 94105
(415) 972-8559
(866) 275-2677

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

Maryland
Office of the Attorney General
Securities Division

Illinois
Robert A. Tingler, Chief
Franchise Bureau
Office of Attorney General
Room 12-178
100 W. Randolph Street
Chicago, Illinois 60601
(312) 814-3892
Registration & Materials Inquiries:
500 S. Second Street
Springfield, Illinois 62706
(217) 782-4465
Attorney General
Jim Ryan

Indiana
Patrick Sanders
Chief Deputy Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681
Securities Commissioner
Bradley W. Skolnik

Iowa
(Business Opportunity Promotions Law)
Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 East Maple
Des Moines, Iowa 50319-0066
(515) 281-4441
FAX: (515) 281-6467

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue

200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

Michigan
Marilyn McEwen
Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota
Ann Hagestad
Franchise Examiner
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600
Commissioner of Commerce
James C. Bernstein

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8285

Wisconsin
James R. Fischer
Franchise Administrator
Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559
Administrator, Division of Securities
Patricia Struck

DISCLOSURE ONLY:

Oregon
Dick Nockledy
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

BUSINESS OPPORTUNITY STATES (FRANCHISORS FILE FOR EXEMPTION):

State Capitol 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island
Director
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex- Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota
Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051
Director, Division of Securities and Retail Franchising
Ronald W. Thomas

Washington
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

Connecticut (cont.)
Chief Administrative Attorney
Gayles S. Fierer
Director, Securities and Business Investment Division
Ralph A. Lambiase
Banking Commissioner
John P. Burke

Florida
(Sale of Business Opportunities Act)
Bob James
Senior Consumer Complaint Analyst
Department of Agriculture and Consumer Services
Division of Consumer Services
227 N. Bronough Street
City Central Building
Suite 7200

Connecticut
(Requires registration if the franchisor doesn't have a federal trademark registration)**
(Business Opportunity Investment Act)
Cynthia Antanaitis
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8233
E-mail: cynthia.antanaitis@po.state.ct.us
Eric J. Wilder
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8232
E-mail: eric.wilder@po.state.ct.us

Utah
(Business Opportunity Disclosure Act)
Francine A. Giani
Director
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601
FAX: (801) 530-6001

Tallahassee, Florida 32301
(850) 922-2770
FAX: (850) 921-8201

Nebraska
(Seller-Assisted Marketing Plan Law)
Karen Reynolds
Securities Analyst
Department of Banking and Finance
1200 N Street
Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509
(402) 471-3445

Texas
(Business Opportunity Act)
Dorothy Wilson
Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711
(512) 475-1769

Alberta
R.J. (Rudy) Palovcik
Director, Industry Standards
Department of Municipal Affairs
Housing and Consumer Affairs Division
16th Floor, Commerce Plaza
10155 – 102 Street
Edmonton, Alberta, Canada TSJ 4L4
(403) 422-1588
FAX: (403) 427-3033
Federal Trade Commission
Division of Marketing Practices
Bureau of Consumer Protection
Pennsylvania Avenue at 6th Street, NW
Washington, D.C. 20580
(202) 326-3128

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

CANADA-ALBERTA
Director of Industrial Standards
Department of Municipal Affairs
Housing and Consumer Affairs, 16th Floor, Commerce
Place 101 55-102nd
Edmonton, Alberta Canada T5J4L4

CALIFORNIA
California Department of Financial Protection and Innovation
www.dfpi.ca.gov
Toll Free phone number (866)275-2677
Email ask.dfpi@dfpi.ca.gov
Sacramento, CA 95834

(916)445-7205

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

ILLINOIS
Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA
Secretary of State
201 State House
Indianapolis, Indiana 46204

NEW YORK
New York Department of State
99 Washington Avenue
Albany, NY 12231

OREGON
Director Dept of Consumer and Business Services
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND
Director, Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex- Building 69-1
Cranston, RI 02920
(401) 462-9527

MARYLAND

MICHIGAN
Department of the Attorney General's Office
Consumer Protection Division
670 Law Building
Lansing, Michigan 489213

MINNESOTA
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEBRASKA
Nebraska Department of Banking and Finance
1200 N Street
P.O. Box 95006
Lincoln, Nebraska 68509-5006

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue, 5th Floor
Bismarck, North Dakota 58505-0510

TEXAS
Secretary of State
P.O. Box 12887
Austin, Texas 78711

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

SOUTH DAKOTA
Division of Insurance – Securities Regulation
124 S Euclid, Suite 104
Pierre, SD 57501

WISCONSIN
Commissioner of Securities
Franchise Investment Division Fourth Floor
101 East Wilson Street
Madison, Wisconsin 53703

WASHINGTON

Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

Dept. of Financial Institutions
Securities Administrator
150 Israel Rd. SW
Tumwater, WA 98501

EXHIBIT C

FRANCHISE AGREEMENT WITH SCHEDULES ATTACHED

See attached

MMI BUSINESS BROKERS, LLC

DBA SUNBELT BUSINESS BROKERS

FRANCHISE AGREEMENT

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Contract Number: _____

FRANCHISE AGREEMENT

EFFECTIVE DATE: _____

SCHEDULED TERMINATION DATE: _____

FRANCHISOR: MMI Business Brokers, LLC, dba Sunbelt Business Brokers, a Delaware Limited Liability Company
7100 E. Pleasant Valley Road, Independence, Ohio 44131

FRANCHISEE: SUNBELT FRANCHISEE/FRANCHISEE
d/b/a Sunbelt of Any Office, a _____

LOCATION NAME: _____

1) INTRODUCTION.

This Agreement has been written in an informal style to make it more easily understandable and to help you become thoroughly familiar with all of the important rights and obligations contained in this Agreement before you sign it. In this Agreement, we refer to MMI Business Brokers, LLC dba Sunbelt Business Brokers as either "we", "us", "ourselves", or in some cases as the "Franchisor." We refer to you as "you".

Through the expenditure of considerable time and effort, we have acquired experience, skills, methods, techniques and knowledge relating to the representation of sellers and, in certain circumstances buyers, in the sale and purchase of privately held businesses and the purchase, referral and/or sale of franchise opportunities (new or franchise resales) (all of which are collectively referred to as the "Services"). These businesses offering the Services are referred to as the "Sunbelt Network Businesses". Sunbelt Network Businesses utilize our methods, formats and procedures (all of which we refer to as the "System"). We identify Sunbelt Network Businesses and various components of the System by certain names, trademarks, service marks and other commercial symbols, including, but not limited to, the mark "**Sunbelt Business Brokers" and "Sunbelt Business Advisors Network", "Sunbelt"** and **"The Sunbelt Network**", (all of which we refer to as the "Marks"). We may, in the future, develop, enhance or modify various aspects of the System or adopt other trademarks, service marks or other commercial symbols for use by you, which will then be included as Marks.

The Services do not include, among other things, the sale of securities, soliciting funds for investment, performing business valuations and providing fairness opinions. You and Franchisor mutually agree that Franchisor shall have full and final authority to determine the Services provided by the "Sunbelt" and in conjunction with the use of the System and Marks.

2) GRANT OF FRANCHISE.

a) **Grant**. Subject to the provisions of this Agreement, we grant to you a Franchise (the "Franchise" or "your Franchise") to operate a Sunbelt Franchise for a business brokerage business (the

"Business" or "your Business") in the territory described in Exhibit A of this Agreement (the "Territory"). You shall exclusively use the dba, fictitious or trade name Sunbelt of (Any Office, Any State) in conducting the Business and providing the Services and not for any other purposes.

b) **Term of Franchise**. You will have the right to use the Marks and the System in the operation of the Business for a term of ten (10) years, beginning on the date on page 1 of this Agreement (the "Effective Date") subject to your rights to a successor franchise described in Section 16. Termination or expiration of this Agreement will constitute a termination or expiration of your Franchise. The Franchise granted to you by this Agreement is for the opportunity to operate the Business and to use the Marks and the System only for the purpose of providing the Services.

c) **Full Term Performance**. You agree to perform your obligations under this Agreement and must be faithfully and honestly, and to continuously exert your best efforts to promote and enhance your Business, for the full term of this Agreement.

d) **Business Office Location**. Your business office for your Business must be approved by us and shall at all times be physically located within the Territory and must be approved by us. You may use a post office box or a virtual office to comply with the requirements of this paragraph with our approval. You must open your office within sixty (60) days of the Effective Date of this Agreement. You may not locate your business office outside of the Territory.

e) **Marketing the Business and Services**. You agree to focus your efforts on marketing the Services to prospective sellers of privately held businesses located within the Territory. In certain circumstances, you may work with privately held business sellers and buyers that are located outside of the Territory and other Sunbelt franchisees may work with privately-held business sellers and buyers located within the Territory. However, you agree that your use of direct mail, drop notes, emails and other forms of direct solicitation for the purpose of securing "business for sale listings" will be restricted to your Territory unless otherwise permitted by us as specified in the Electronic Operations Manual. You also agree to comply with any selected sales and marketing policies and procedures including further marketing restrictions, which we may specify in the Electronic Operations Manual. In any dispute arising between you and other Sunbelt franchisees over the marketing of the business and services, you agree that we, in our sole discretion, may determine your level of compliance with the provisions of this paragraph. There are no minimum sales quotas.

We will provide you with access to a proprietary direct sales and marketing program, including (a) a detailed set of recommended direct sales activities, (b) a preliminary list of prospects to be targeted and contacted, and (c) access to the Sunbelt Brokerage Management System (SBMS). Use of the SBMS is required. We will have independent access to all data in the SBMS. All information stored in the SBMS is our exclusive property and upon termination of this agreement, for any reason, remains with us. We may disable access to the SBMS if you are delinquent on any fees.

f) **Our Territorial Restrictions**. Unless you are granted a Type A Territory, during the term of this Agreement, we will not locate, nor grant a franchise to anyone else to locate, an office for another Sunbelt Network Business within the Territory as long as you comply with this Agreement, and unless otherwise agreed to in conjunction with the signing of this Agreement. If this Agreement grants you a Type A Territory, we may grant one or more additional franchises for Sunbelt Network Business(es) within the Territory depending on the number of people or businesses located within the corresponding Metropolitan Statistical Area. One franchise will be granted for the greater of every 1.5 million people or 60,000 businesses in the territory, rounded to the next highest number of franchises. For example, if the geographic area granted in the Territory is a Metropolitan

Statistical Area with the greater of a population of 1.5 million people or a business count of 60,000, to 3 million people or 120,000 businesses, we may grant a total of 2 franchises to be used within the Territory. If the Territory is a Metropolitan Statistical Area with between the greater of 3 million and 4.5 million people, or 120,000 and 180,000 businesses, we may grant a total of 3 franchises to be used within the Territory.

g) **Reservation of Rights**. Regardless of any of the foregoing, we retain the following rights, through affiliates or directly, without granting any further rights to you, to:

i) sell (or authorize others to sell) services authorized for Sunbelt Network Businesses, using trade names, trademarks, service marks and commercial symbols other than the Marks;

ii) operate and grant to others the right to operate Sunbelt Network Businesses that are located in any territory, including your territory if you are granted a Type A Territory;

iii) sell (or authorize others to sell) services other than the Services, including but not limited to consulting services, investment banking services related to securities transactions and financial advisory services using either the Marks or other names within or outside of the Territory;

iv) purchase or acquire, through merger, acquisition or otherwise, business brokerage businesses, companies or franchisors which own or franchise business brokerage businesses, operating under names, marks and systems other than the Marks, whether such businesses are located within or outside of the Territory;

v) market, promote or sell services relating to the Business through other channels of distribution, from and at any location, even in the Territory, under trade names, service marks or trademarks other than the Marks;

vi) be acquired (regardless of the form of transaction) by a business brokerage business or other business, even if such business operates, franchises and/or licenses competitive businesses within the Territory and

vii) Franchisor will have, from time to time, national accounts that require activities within the Territory. These national accounts will typically be comprised of third-party franchise systems which have engaged us and/or one of its affiliates to assist them in the sale and/or resale of new and preexisting franchised locations. You acknowledge that such national and territorial activities are reserved unto Franchisor; however, to the extent that Franchisor refers any business from such accounts to its Franchisees, Franchisor shall refer all such work to You or Franchisees with the nearest Territory to the site of the specific matter, to the extent such franchisee (a) is qualified and has the capacity and capability, in Franchisor's reasonable judgment, to handle such referral and, (b) agrees to the terms and conditions of participating in the national accounts, as may be offered by us, its affiliates and the national accounts.

3) SERVICES OF FRANCHISOR.

As Franchisor, we will: (a) provide you with access to the current Electronic Operations Manuals and all revisions and updates (as described in Section 5b of this Agreement); (b) provide new Office Owner training; (c) provide you with ongoing assistance and guidance in the operation of your Business as described in Section 5A; (d) provide you with the specifications for the Marks you use as described in

Section 6; (e) provide you with an initial supply of marketing services and/or products and (f) provide you with a Login Name and Password to access the SBMS and Online Resource Center.

4) TRAINING.

After you sign your Franchise Agreement, we will provide an initial training program concerning the System and operation of a Sunbelt Network Business which, while subject to change, will last for two and one half (2.5) days and will cover a variety of subjects. You must pay your travel and living expenses while attending the training sessions. You must complete the initial training programs to our satisfaction.

At our discretion, we may host additional live and online training sessions. There may be a nominal charge per attendance to offset our cost for live meetings, but attendance is not required. However, attendance is mandatory for the annual conference. You will also be responsible for all of your travel and living expenses associated with attending live training.

5) GUIDANCE; ELECTRONIC OPERATIONS MANUALS.

a) **Guidance and Assistance**. During the term of this Agreement, we will furnish guidance and assistance to you periodically with respect to: (1) the marketing of the Services offered by Sunbelt Network Businesses; (2) general operating procedures; and (3) changes in any of the above that occur from time to time. This guidance and assistance will, in our discretion, be furnished in the form of electronic operations manuals (the "Electronic Operations Manuals"), written reports and recommendations, other written publications and materials, electronic mail and telephone consultations.

b) **Electronic Operations Manuals**. We will provide you with access, during the term of this Agreement, with the Electronic Operations Manuals. The Electronic Operations Manuals will contain mandatory and suggested specifications, standards and operating procedures which we prescribe from time to time for Sunbelt Network Businesses. The Electronic Operations Manuals may be modified from time to time to reflect changes in operating procedures and other aspects of operating your Sunbelt Network Business. If a dispute develops with respect to the contents of the Electronic Operations Manuals, the master copies we maintain at our principal office will be controlling. You agree that you will not permit any part of the Electronic Operations Manuals to be copied or disclosed without our permission.

6) MARKS.

a) **Ownership and Goodwill of the Marks**. You acknowledge that your right to use the Marks is derived solely from this Agreement and is limited to the operation of your Business pursuant to and in compliance with this Agreement. If you make any unauthorized use of any of the Marks, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that this Agreement does not confer any goodwill, ownership or other interests in the Marks on you. All provisions of this Agreement which apply to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork and logos we may authorize and franchise you to use during the term of this Agreement.

b) **Limitations on Use of the Marks**. You agree not to use any Mark as part of any corporate or partnership name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, except as specifically approved in writing by us. You agree that you may only use the Marks in connection with offering business brokerage services and/or any ancillary services offered by and approved by us that are consistent and commensurate with our training

programs. You agree not to use any Mark in connection with any unauthorized services or in any other manner we have not expressly authorized in writing. You agree to display the Marks in the manner we prescribe, and to use any notices of trademark and service mark registrations that we specify. You further agree to obtain any fictitious name, assumed name or "doing business as" registrations that may be required under applicable law. You may not use our Marks in any combination with those of another legal entity without prior written permission from us. We are under no obligation to grant a request to combine its Marks with those of any other legal entity.

c) **Discontinuance of Use of Marks**. If it becomes advisable at any time in our sole judgment for your Business to modify or discontinue the use of any of the Marks, or for your Business to use one or more additional or substitute trademarks or service marks, you agree to comply with our directions to modify or otherwise discontinue the use of such Mark, or use one or more additional or substitute trademarks or service marks, within a reasonable time after our notice to you.

7) INDEPENDENT CONTRACTOR; RELATIONSHIP OF THE PARTIES; INDEMNIFICATION.

a) **Independent Contractor; No Fiduciary Relationship**. This Agreement does not create a fiduciary relationship between you and us. You are an independent contractor, and nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. You will conspicuously identify yourself in all dealings with customers, suppliers, public officials and others as the owner of your Business pursuant to a franchise agreement with us.

i) **No Agency.** You must be a legal entity and you shall have complete and absolute control in all matters involving discretion and judgment in the operation of the Franchise, including which customers to service, and both parties recognize and acknowledge that in all business transactions occurring pursuant to the terms of this Agreement, you are an independent contractor. This Agreement does not constitute or authorize Franchisee to act as an agent, legal representative, joint venturer, partner, employee or servant of Franchisor for any purpose whatsoever. You may not represent to third parties that Franchisee is an agent of Franchisor and it is understood between the parties that Franchisee shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of you. You specifically acknowledge that Franchisor shall in no way be responsible for any injuries to persons or properties resulting from the operation of your business.

ii) **Separation.** Franchisor shall not be responsible for the payment of state or federal payroll taxes, or FICA, to any state or federal government agencies related to your operations. Neither you nor your employees are entitled to any benefits from Franchisor, including workers' compensation benefits, medical or life insurance, or participation in any other benefit plans. Franchisor will not provide you with any business registrations or licenses. Franchisor has no authority to supervise or control the actual work of Franchisee and its employees.

iii) Additionally, You acknowledge that:

(1) Your customers, may provide You with oral and/or written instructions regarding work assignments;

(2) The services provided by the Franchisee do not need to be rendered personally;

(3) You will be responsible for setting the Franchisee's hours of operation;

(4) Your owners are not required to devote their full-time to the operation of the franchised business;

(5) Franchisor will not furnish tools or equipment (such as personal computers, cellular "smartphones", fax machines, digital cameras, etc.) for You to perform Your services to its customers;

(6) You consider the initial franchise fee to be a material investment and understands that any unpaid initial franchise shall be due and payable if and when the Agreement is terminated;

(7) You shall make its services available to a variety of customers on a regular and consistent basis.

b) **No Liability; No Warranties**. Except as expressly authorized by this Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other or represent that the relationship between you and us is other than that of You and Franchisor. We will not assume any liability or be deemed liable for any agreements, representations or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement.

c) **Taxes**. We will have no liability for any sales, service, use, excise, income, gross receipts, property or other taxes levied against you or your assets or on us in connection with the business you conduct or any payments you make to us or any affiliate pursuant to this Agreement or any related agreement.

d) **Indemnification**. You will indemnify and hold us, our affiliates, shareholders, directors, employees, agents, successors and assigns, harmless against any and all claims and liability arising directly or indirectly from, as a result of, or in connection with your operation of your Business, including but not limited to those described above, as well as the costs, including attorney's fees of defending against them, whether occurring during or after the term of this agreement.

8) CONFIDENTIAL INFORMATION; OTHER ACTIVITIES.

a) **Types of Confidential Information**. We own certain confidential and proprietary information and trade secrets consisting of the following categories of information: (1) methods, techniques, formats, specifications, procedures, information related to, and knowledge of and experience in, the development, operation and licensing of Sunbelt Network Businesses; (2) the contents of the Operations Presentations, training programs, and Online Resource Center; and (3) marketing and promotional programs for Sunbelt Network Businesses. You acknowledge and agree that all such information ("Confidential Information") is confidential and proprietary.

b) **Nondisclosure Agreement**. You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Business. You agree that you will not use the Confidential Information in any other business or capacity and will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement. The restrictions on your disclosure and use of the Confidential Information will not apply to information which is generally known in the business brokerage business.

c) **Other Activities**. In order to protect the Confidential Information against unauthorized use or disclosure, you agree that during the term of this Agreement, neither you, nor any member of your immediate family (and if a corporation, limited liability company, or partnership is You, neither the shareholders, members, partners nor any members of their immediate families) will engage in any business brokerage activities (as defined as anyone who acts as an agent to facilitate the transfer of businesses from one owner to another, including the sale of new franchises from their franchisor owner(s) to a new franchise owner) other than through your Business, nor will you or they use any identity other than that of a Sunbelt Network franchisee.

9) FEES.

a) **Initial Franchise Fee**. Pursuant to Exhibit A, the initial nonrefundable franchise fee for the Territory depends on the type of territory you purchase as described below:

-Thirty-Five Thousand Dollars ($35,000) for Territory Type A;
- Thirty Thousand Dollars ($30,000) for Territory Type B;
-Twenty-Five Thousand Dollars ($25,000) for Territory Type C; or
- Twenty Thousand Dollars ($20,000) for Territory Type D.

The initial franchise fee is due upon execution of this Agreement. The initial franchise fee is fully earned by us upon execution of this Agreement. In the case of a transfer (per the terms of Section 13), which is subject to our consent, any and all transfer fees, marketing fees and past due balances must be paid by the previous owner to us prior to the transfer to the new franchisee.

b) **Monthly Marketing Fee**. You will pay us a Monthly Marketing Fee. The Monthly Marketing Fees we collect shall be used solely for providing marketing services to Franchisees. The Monthly Marketing Fee will be the greater of the minimums specified below or the percentage of Gross Revenue collected each month as described below and will also be subject to a maximum amount per calendar year. The minimum Monthly Marketing Fee will vary depending upon: the type of territory you operate and the length of time you have been operating your franchise as described below.

Gross Revenue is defined as: the total of all receipts derived from Services performed and products sold by You whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange. Gross Revenue include receipts from all sales, service, labor, etc. related to the operation of Your Sunbelt Business including, without limitation commissions resulting from the sale of businesses, retainers, appraisal fees, valuation fees, and engagement fees. Gross Revenue does not include: The amount of any sales or similar tax imposed by any federal, state, municipal or other governmental authority, provided that the amount of any such tax is shown separately and in fact paid by the Franchisee to the appropriate governmental authority; and Promotional or discount coupons to the extent that You realize no revenue. Gross Revenue shall be deemed received by You when payment actually has been received by the franchisee. Gross Revenues consisting of property or services shall be valued at the retail prices applicable and in effect at the time that they are received.

Monthly Marketing Fee During Year 1 of the Term of the Franchise Agreement:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing payment shall be the greater of (i) the amount described above or (ii) $400 per month for a Type A Territory, $300 per month for a Type B Territory, $200 per month for a Type C Territory, or $100 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

Monthly Marketing Fee During Year 2 of the Term of the Franchise Agreement:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing payment shall be the greater of (i) the amount described above or (ii) $500 per month for a Type A Territory, $400 per month for a Type B Territory, $300 per month for a Type C Territory, or $200 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

Inception-to-date Marketing Fees paid to us by the end of Year 2 must equate to a minimum of: $16,800 for a Type A Territory, $15,600 for a Type B Territory, $14,400 for a Type C Territory, and $13,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 2, the differential must be paid by you to us within 30 days of the end of Year 2.

Monthly Marketing Fee During the Remainder of the Term of the Franchise Agreement:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing Fee payment shall be the greater of (i) the amount described above or (ii) $600 per month for a Type A Territory, $500 per month for a Type B Territory, $400 per month for a Type C Territory, or $300 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

Inception-to-date Marketing Fees paid to us by the end of Year 3 must equate to a minimum of: $28,800 for a Type A Territory, $27,600 for a Type B Territory, $26,400 for a Type C or $25,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 3, the differential must be paid to us within 30 days of the end of Year 3. For **each** subsequent year during the Term of the Agreement, the inception-to-date minimum marketing fees increase by $12,000 per year from the above stated minimums required by the end of Year 3; any differential (i.e. inception-to-date Marketing Fees paid being less than inception-to-date Marketing Fee minimums) that exists at the end of a year must be paid by you to us with 30 days of the end of each year during the term of this Agreement.

In the case of a renewal or transfer, or if you are a previous or existing franchisee, there will be no gradual increase for the monthly marketing minimums. The Monthly Marketing Fee During the Term of the Franchise Agreement shall be as follows:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing Fee payment shall be the greater of (i) the amount described above or (ii) $600 per month for a Type A Territory, $500 per month for a Type B Territory, $400 per month for a Type C Territory, or $300 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

In the case of a renewal or transfer, or if you are a previous or existing franchisee the following Inception-to-date Marketing Fees apply. Inception to-date Marketing Fees paid to us by the end of Year 1 must equate to a minimum of $24,000 for all territory types. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 1, the differential must be paid by you to us within 30 days of the end of Year 1. Inception-to-date Marketing Fees paid to us by the end of Year 2 must equate to a minimum of: $28,800 for a Type A Territory, $27,600 for a Type B Territory, $26,400 for a Type C Territory or $25,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 2, the differential must be paid to us within 30 days of the end of Year 2. For **each** subsequent year during the Term of the Agreement, the inception-to-date minimum marketing fees increase by $12,000 per year from the above stated minimums required by the end of Year 2; any differential (i.e. inception-

to-date Marketing Fees paid being less than inception-to-date Marketing Fee minimums) that exists at the end of a year must be paid by you to us with 30 days of the end of each year during the term of this Agreement.

The Monthly Marketing Fee is due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. You shall pay us the Monthly Marketing Fee via ACH.

You shall provide us with a report including Gross Revenue per each calendar quarter within 30 days after each calendar quarter ("Quarterly Gross Revenue Report"). If the Monthly Marketing Fees received for the preceding calendar quarter are less than the amount that should have been collected based on the Quarterly Gross Revenue Report, such difference shall be withdrawn from your ACH account. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year. By way of example, if a Franchisee has been operating its franchise for four years and has a Type B Territory, it will be charged a Minimum Monthly Marketing Fee of $500, if the Franchisee has gross revenue of $20,000 for the first month, $60,000 for the second month, and $10,000 for the third month, $2,200 shall be withdrawn from Franchisee's ACH account (total percentage of gross revenue for the calendar quarter less total minimum marketing fees for the calendar quarter $3,600-$1,500).

Failure to provide the Quarterly Gross Revenue Report shall be considered a default of the Franchise Agreement and shall result in a $100 late fee penalty. As described below, we have the right to audit your records to ensure you are providing accurate information in the Quarterly Gross Revenue Reports.

c) **Monthly Technology and Administrative Fee.** You shall pay us a Monthly Technology and Administrative Fee of $250 per month. The Monthly Technology and Administrative Fee is due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. The Monthly Technology and Administrative Fee shall be paid via ACH. We have the right to increase the Monthly Technology and Administrative Fee by up to 5% annually, but the increase will not apply during the first year of the term of the Franchise Agreement.

You acknowledge that your failure to pay all amounts when required under this Agreement shall constitute grounds for termination of this Agreement.

d) **Interest on Late Payments**. All amounts you owe us bear interest at the highest applicable legal rate for open account business credit, but not to exceed one and one-half percent (1.5%) per month.

e) **Non-Sufficient Funds Fee.** If an attempt to process fees from your account is denied due to insufficient funds, we may charge your account a NSF fee in the amount of $25.

f) **Application of Payments, Set-Offs etc**. Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your affiliates owe us or against any amounts we owe you or your affiliates.

g) **Method of Payment**. We reserve the right to mandate any method of payment and reporting, at our discretion. Currently, as described above, all monthly fees must be paid via ACH utilizing the information in the ACH form attached as Exhibit G. You must participate in our-current electronic funds transfer program to pay all ongoing fees. All payments must be received by us or credited

to our account by pre-authorized bank debit before 5:00 p.m. Eastern Standard Time on the date payment is due. You agree to ensure that funds are available in your designated account to cover our withdrawals. We may require you to pay any amounts due under this Agreement or otherwise by means other than electronic funds (*e.g.*, by check or credit card) whenever we deem appropriate, and you agree to comply with our payment instructions.

10) OPERATION OF THE BUSINESS.

a) **Importance of System Image**. You acknowledge that our standards are important to you, to us and to other franchisees in order to increase the demand for the Services provided by Sunbelt Network Businesses and to establish and maintain a reputation for operating high quality business brokerage businesses. You agree that you will operate your Business in accordance with our standards and consistent with the image of a Sunbelt Network Business as a professional and efficiently operated business. Mandatory standards and operating procedures we prescribe from time to time for Sunbelt Network Businesses in the Electronic Operations Manuals, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement.

You will use the Sunbelt Brokerage Management System (SBMS) to enter businesses for sale ("listings"). This will permit your listings to appear on the main Sunbelt public website, currently indexed by the major search engines as http://www.sunbeltnetwork.com. You may also choose to advertise your listings on additional websites for maximum exposure. We may facilitate advertising your listings on additional websites by paying the advertising fee to other select websites and electronically transmitting data to other websites. If you choose to advertise your listings in such a manner, you must include a link in each listing advertisement that delivers the viewer directly to the main Sunbelt listing website (http://www.sunbeltnetwork.com).

We will provide you with a website for your office and you are prohibited from maintaining other separate websites for your office, unless otherwise previously agreed to in writing.

You will use the Sunbelt names and marks in accepting all incoming telephone calls, unless co-branding has been otherwise previously agreed to in writing. You acknowledge that it is in the best interest of Franchisor and You to use, at all times and in all respects, the term "Sunbelt" in all business contexts. During all regular business hours, you will maintain (i) a voice mail system and (ii) a business address and a place of operation. You shall contract for telephone service, including any facsimile or electronic mailing arrangements, in the name of Sunbelt of [Any Office, Any State] and the telephone company shall be instructed by both parties to carry out the instructions of Franchisor with relation to the utilization, maintenance or transfer of the telephone service. We have the right to require that you utilize a particular, preferred telephone system vendor (e.g. FreedomVoice Telephone System). You shall provide us with reasonable, independent access to your telephone system; if the preferred telephone vendor utilizes a password protected process for controlling telephone answering, telephone messages and call forwarding, you agree to provide us with the password and further agree not to change the password without receiving written consent from us. We mutually agree that our access is necessary to help ensure the provision of adequate customer service. We reserve the right to change required telephone system vendors from time to time. You shall not terminate, change or disconnect any telephone service without our prior written consent. You must have dedicated telephone service established prior to opening the Franchise.

Any website and website address or URL that you use must be approved by us prior to usage and shall be conducted in the name of Sunbelt of [Any Office, Any State] and any person or organization who contracts with you for website related services shall be instructed by both parties

to carry out our instructions with relations to the utilization, maintenance, and/or transfer of the website.

Contemporaneously with the execution and delivery of this Agreement, you will have signed and delivered to us a Telephone and Internet Power of Attorney in substantially the form set forth on Exhibit D, which document shall authorize us to take such actions as are described herein.

b) **Compliance with Laws and Good Business Practices**. You agree to secure and maintain in force in your name all local, state and federal licenses, permits, insurance (such as workers' compensation), and certificates that may be required for the lawful operation of the Business. You agree to operate your Business in full compliance with all applicable laws, ordinances and regulations and pay all taxes applicable to your Business. You shall, in all dealings with customers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. If you utilize an escrow account, you agree to open and utilize a separate escrow account solely for business transactions (separate from any personal account or funds).

c) **Insurance**. During the term of this Agreement, you must maintain errors and omissions insurance coverage at your sole expense and under policies of insurance issued and administered by carriers approved by us. We must be named as additional insureds on such errors and omissions policy. This is the only form of insurance we require. For the 2022-2023 policy year, the minimum amount of coverage is $1,000,000. We may periodically increase or decrease the amounts of coverage and require different or additional kinds of insurance at any time to reflect changing factors in the marketplace (i.e. inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances). If you do not maintain the required insurance coverage, we may obtain, at our option and in addition to our other rights and remedies under this Agreement, any required insurance coverage on your behalf and at your cost. We will notify you of the cost and you agree to fully reimburse us within 30 days of receiving said notification. You hereby acknowledge that it is exclusively your responsibility to (i) review and understand any errors and omissions coverage and policy limits which either Sunbelt or its affiliates may assist you in procuring and, (ii) procure whatever supplemental and/or tail coverage you may deem necessary. Your failure to maintain adequate errors and omissions insurance may result in the default and termination of this Agreement.

d) **Indemnification by You**. You agree to indemnify, defend and hold us and our affiliates harmless for, from and against any costs we expend in the defense of litigation against us growing out of and as a result of your activities.

e) **Franchisor Surveys**. We periodically conduct surveys of franchisees. The purpose of such surveys is to gather statistical data about the franchisee's operations, so that the information can be compiled and shared with Sunbelt franchisees and prospective franchisees. We believe that the survey data is helpful to the franchisees and Franchisor. We will keep specific information about individual franchisee operations confidential. You agree to participate in such surveys and promptly provide us with information that we reasonably request in such surveys.

11) MARKETING.

Before you use or disseminate advertising and promotional materials, which were not prepared or approved by us, you must submit samples of such materials to us. We retain the right to require that you cease using any advertising or promotional materials that either violate any state or federal laws, rules or regulations or are considered by us, in our sole discretion, to constitute an unauthorized use of the Marks.

12) ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES

You agree, at your expense, to maintain and preserve full, complete and accurate books and records for the Business, including, without limitation, copies of all client contracts and listings, and data relating to your listings and transactions, which you have completed. You shall furnish such reports to us for inspection and / or copying as we may require from time to time for the term of this agreement and a period of 2 years after termination of this agreement.

(a) You shall keep such complete records of your Business as a prudent and careful businessperson would normally keep. You shall keep your financial books and records as we may from time to time direct in the Manual or otherwise, including retention of all invoices, order forms, payroll records, cash register tapes, check records, bank deposit receipts, sales tax records, refunds, cash disbursements journals and general ledgers. You shall advise us of the location of all original documents and shall not destroy any records without our written consent.

(i) You shall prepare on a current basis, complete and accurate records concerning all financial, marketing and other operating aspects of the Business conducted under this Agreement. You shall maintain an accounting system which accurately reflects all operational aspects of the Business including uniform reports as we may require. Your records shall include tax returns, daily reports, statements of Gross Revenue which shall be prepared each month for the preceding month and shall be provided to us each calendar quarter within 30 days after the end of each calendar quarter as described in Section 9(b) of the Agreement as the Quarterly Gross Revenue Report and profit and loss statements and balance sheets (to be prepared at least annually). Failure to provide the Quarterly Gross Revenue Report shall be considered a default of the Franchise Agreement and shall result in a $100 late fee penalty.

(ii) You shall also submit to us current financial statements and other reports as we may reasonably request to evaluate or compile research and performance data on any operational aspect of the Business.

(iii) The records required under this Section pertain only to your operation of the Business. We have no right to inspect, audit or copy the records of any unrelated business activity you may have. You shall keep the books and records of the Business separate from the records of any unrelated business activity or personal activity.

(b) From the date we sign this Agreement until three years after the end of the Initial Term of this Agreement, our authorized agent shall have the right to request, receive, inspect and audit any of the records referred to above wherever they may be located. We agree to do inspections and audits at reasonable times. You agree to keep all records and reports for six (6) years from the date such records are created. Should any inspection or audit disclose a deficiency in the payment of the Monthly Marketing Fee paid to us or any other amounts required to be paid under this Agreement, you shall immediately pay the deficiency, without prejudice to any other remedy under this Agreement.

(c) If your records and procedures are insufficient to permit a proper determination of Gross Revenue, we shall have the right to deliver to you an estimate, made by us, of Gross Revenue for the period under consideration and you shall immediately pay to us any amount shown thereby to be owing

on account of the Monthly Marketing Fee and other sums due on account of any understatement. Any such estimate shall be final and binding upon you.

13) OWNERSHIP AND TRANSFER REQUIREMENTS.

a) **Transfer by Franchisor**. This Agreement is fully transferable by us and will inure to the benefit of any person or entity to whom we transfer it, or to any other legal successor to our interest in this Agreement.

b) **Transfer by You**. You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have entered into this Agreement in reliance on the information you provided on your Franchise Application as well as your character, skill, aptitude, attitude and business ability. Therefore, except as otherwise specifically provided herein, neither this Agreement (or any interest in it), any material asset nor any part or all of the ownership of You may be transferred without our prior written approval, and any such transfer without our approval shall constitute a breach of this Agreement and convey no rights or interests.

c) **Conditions for Approval of Transfer**. If You and Your owner(s) are in full compliance with this Agreement, we will not unreasonably withhold our approval of a transfer. The proposed transferee and its owner(s) must be of good moral character and otherwise meet our then-applicable standards for Franchisees. If there is a transfer of this Agreement or any material asset, the transfer is of a controlling interest in You, or is one of a series of transfers which in the aggregate constitutes the transfer of a controlling interest in You, all of the following conditions must be met prior to, or concurrently with, the effective date of the transfer:

i) the transferee must have sufficient business experience, aptitude and financial resources to operate a Sunbelt Network Business;

ii) You must pay all monthly Franchise fees and any other amounts owed to us or our affiliates which are then due and unpaid;

iii) the transferee must have completed our training programs or be trained locally to our standards;

iv) you or the transferee must pay to us a transfer fee of $7,500;

v) the transferee must sign our then current form of franchise agreement, which may provide for different fees, rights and obligations than are provided in this Agreement; and

vi) you must execute a termination agreement

d) **Death or Disability**. If any person owning a controlling interest in You dies or becomes permanently disabled, and a transfer of that interest to a third party approved by us is not made within a reasonable time (not to exceed three (3) months from the date of death or permanent disability), such failure to transfer will constitute a breach of this Agreement. The transfer will be subject to all of the terms and conditions for transfers under Section 13C of this Agreement.

e) **Effect of Consent to Transfer**. Our consent to a proposed transfer pursuant to Section 13 of this Agreement will not constitute a waiver of any claims we may have against you, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by any transferee.

f) **Franchisor's Right of First Refusal.** If You or any of Your owner(s) shall at any time determine to transfer an interest in the Franchise or in Franchisee, You or Your owner(s) shall obtain a bona fide, executed written offer from a reasonable and fully disclosed purchaser and shall submit an exact copy of such offer to Franchisor. Franchisor shall have the right, exercisable by written notice delivered to You or Your owner(s) within thirty (30) days from the date of delivery of an exact copy of such offer to Franchisor, to purchase such interest in the Franchise or such ownership interest in Franchisee for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any non-cash form of payment (in such amount as is reasonably determined by the Franchisor to be the fair market value of such non-cash consideration) proposed in such offer and shall not have less than thirty (30) days to prepare for closing.

If Franchisor does not exercise its rights of first refusal, Franchisee or its owner(s) may complete the transfer to such purchaser pursuant to and on the terms of such offer, subject to the Franchisor's approval of the purchasers as provided in Section 13c, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to Franchisor, or there is a material change in the terms of the sale, Franchisor shall again have the right of first refusal provided in this section. In the event that any transfer is not consummated, Franchisor's rights herein shall apply equally to any future request by Franchisee or its owners.

14) TERMINATION OF THE FRANCHISE.

a) **Termination by You**. Subject to Section 15(d) herein, you may terminate this Agreement by giving us written notice of such termination at least thirty (30) days in advance of such termination. Upon such termination, you shall sign the current form of the Termination Agreement. You will be responsible for any scheduled fees due prior to your actual termination effective date.

b) **Termination by Franchisor**. We may terminate this Agreement effective immediately upon delivery of written notice of termination to you and without notice of default, if you:

i) abandon or cease to actively operate the Business without our advance written approval;

ii) have made any material misrepresentation or omission in applying for the Franchise;

iii) are convicted by a trial court of or plead no contest to a felony or other crime or offense that is likely to adversely affect your reputation, our reputation, or the reputation of your Business or any other Sunbelt Network Business;

iv) make an unauthorized direct or indirect transfer of this Agreement, any material asset of your Business, an ownership interest in You or fail to assign this Agreement or the interest in You of a deceased or disabled controlling owner thereof as required by this Agreement;

v) make any unauthorized use, duplication or disclosure of any Confidential Information, the Marks or the Electronic Operations Manuals;

vi) are in violation of any law, ordinance or regulation relating to terrorist activities or your assets, property or interests are "blocked" under any such law, ordinance or regulation;

vii) incur or attract frequent or significant litigation, adverse publicity or complaints, to an extent which in our sole opinion is likely to damage the value of the Marks or our reputation or that of our Network.

viii) are declared bankrupt or insolvent or voluntarily institutes a bankruptcy proceeding under the Bankruptcy Code or is adjudicated bankrupt as a result of an involuntary petition in bankruptcy being filed.

ix) failed to strictly comply with the arbitration process as described in Section 17 of this Agreement.

x) This Agreement will terminate without further action by us or notice to you, if you:

1. fail to make payment of any amounts due to us or our affiliates and do not correct that failure within ten (10) days after written notice of the failure is delivered to you; or

2. fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure we prescribe and do not: (1) correct any failure within thirty (30) days after written notice of the failure to comply is delivered to you; or (2) if the failure cannot reasonably be corrected within thirty (30) days after notice, undertake within ten (10) days after notice, and continue, efforts to bring your Business into full compliance (in this case, you must furnish proof acceptable to us, whenever we request it, of your efforts and the date of their expected completion).

15) RIGHTS AND OBLIGATIONS OF FRANCHISOR AND YOU UPON TERMINATION OR EXPIRATION OF THE FRANCHISE.

a) **Payment of Amounts Owed to Franchisor**. You agree to pay us within fifteen (15) days after the effective date of termination or expiration of this Agreement, or any later date that the amounts due to us are determined, any fees and other amounts owed to us or our affiliates which are then unpaid.

Upon the termination of this agreement in accordance with the terms of this Agreement, except for in the case of a transfer, you shall pay to us, within 30 days of the date of termination, as liquidated damages for the premature termination of this Agreement and not as a penalty, an amount equal to 1 times the Monthly Technology and Administrative Fee and Monthly Marketing Fee payable to the Franchisor in the last 12 months. If you have been operational for less than 12 months you shall pay an amount equal to 1 times the Monthly Technology and Administrative Fee and Monthly Marketing Fee payable to us for the entire period the Franchised Business has been open for business. You acknowledge and agree that such liquidated damages are a reasonable approximation of the damages we will incur resulting from the premature termination of the Franchise Agreement, are appropriate because actual damages incurred by us will be difficult or impossible to ascertain, are not a penalty, and shall not affect our right to, and are not in lieu of, any other payment, remedy, or damages or relief to us.

b) **Marks**. You agree that after the termination or expiration of this Agreement you will: (a) not directly or indirectly at any time identify yourself or any business with which you are associated as a current or former Sunbelt Network Business or Franchisee; (b) not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark that suggests or indicates an association with us, including, but not limited to, the words "sun" or Sunbelt or any derivatives of such words; (c) return to us within three days after the expiration or the termination of the franchise, remove the Marks from, or destroy (whichever we specify) all forms and materials containing any Mark or otherwise relating to a Sunbelt Network Business; (d) take any action that may be required to cancel all fictitious or assumed name or equivalent registrations and internet domain names and/or locations and maps relating to your use of any Mark

or derivation thereof; (e) furnish to us, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to us of your compliance with the above obligations.

c) **Confidential Information**. You agree that on termination or expiration of this Agreement you will immediately cease to use any of the Confidential Information, and will not use it in any business or for any other purpose. You further agree that your access to the Electronic Operations Manuals will cease, and you will immediately return to us any other confidential materials which we have loaned to you.

d) **Continuing Obligations**. All obligations under this Agreement (whether yours or ours) which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire. You will also be responsible for insuring that all of your employees and independent contractors comply with all of the post-termination obligations contained in this Agreement.

e) **Non-Competition Covenant**. Upon termination or expiration of this Agreement, you agree that for a period of one (1) year, commencing on the date of termination or expiration, neither you(the Franchisee entity), the individual owners of You, nor any member of your immediate family will (except with our written consent) maintain any direct or indirect ownership interest in or business affiliation with, or provide any services to, any entity that operates a business brokerage business (as defined as anyone who acts as an agent to facilitate the transfer of businesses from one owner to another, including the sale of new franchises from their franchisor owner(s) to a new franchise owner) within the Territory and/or within an area that is within a fifty mile radius of the Territory or any other Sunbelt Network Business.

16) SUCCESSOR FRANCHISE.

We currently plan to offer Franchisees the opportunity to enter into a successor franchise for a successor franchise term of ten (10) years upon expiration of the term of the Franchise Agreement provided that you pay us a renewal fee in the amount of $2,000 and you have substantially complied with this Agreement during its term. You must execute our then current form of Franchise Agreement and all other agreements and documents then customarily used by us in the grant of franchises for Sunbelt Network Businesses including the Waiver and Release of Claims which will release, acquit, and forever discharge Franchisor, any and all of its franchisees, parents, subsidiaries or related companies, and its and their past and present officers, directors, and employees from any and all claims, liabilities, damages, expenses, actions, or causes of action which You may now have or has ever had, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

17) MISCELLANEOUS.

a) **Severability and Substitution of Valid Provisions**. Except as expressly provided above, each section, paragraph, term, and provision of this Agreement, and any portion thereof, will be considered severable and if for any reason any such provision of this Agreement is held to be invalid, contrary to or in conflict with any applicable present or future law or regulation, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which will continue to be given full force and effect and bind the parties to this Agreement. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement

than is required under this Agreement, or the taking of some other action not required under this Agreement, we will have the right, in our sole discretion, to modify such invalid or unenforceable provision to the extent required to be valid and enforceable.

b) **Waiver of Obligations**. No failure by us to take action on account of any default by you, whether in a single instance or repeatedly, will constitute a waiver of any such default or the performance required of you. Our failure or election not to enforce any term of this Agreement against one or more of our Franchisees will not be deemed a waiver of any of your obligations under this Agreement. No express waiver by us of any provision or performance hereunder or of any default by you will be construed as a waiver of any other or future provision, performance or default.

c) **Arbitration**. All controversies, disputes or claims arising between us, or any of our officers, directors, agents, employees or attorneys (in their representative capacity) and you (or your owners and guarantors, if applicable), excluding claims relating to ownership infringement or misuse of the Marks, will be submitted for arbitration to the office of the American Arbitration Association located in the city closest to the city in which our headquarters is located on demand of either party. Such arbitration proceedings will be conducted in the city in which our headquarters is located in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will have the right to award or include in his award any relief which he deems proper under the circumstances, including without limitation, money damages (with interest on unpaid amounts from the due date), specific performance, injunctive relief, and attorneys' fees and costs in accordance with Sections 17 and 18. The award and decision of the arbitrator will be conclusive and binding upon all of the parties to this Agreement and judgment upon the award may be entered in any court of competent jurisdiction. The parties further agree to be bound by the provisions of any statute of limitations applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder pursuant to state law. The parties agree, in connection with any such arbitration proceeding, to be bound by the provisions of the Federal Rules of Civil Procedure with respect to compulsory counterclaims (as the same may be amended from time to time), provided any such compulsory counterclaim will be filed within thirty (30) days of the filing of the original claim. Without limiting the foregoing, the parties will be entitled in any such arbitration proceeding to the entry of an order by a court of competent jurisdiction pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. This agreement to arbitrate will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. You and us agree that arbitration shall be conducted on an individual, not a class-wide, basis.

d) **Cumulative Remedies**. The rights and remedies specifically granted by this Agreement to either party will not be deemed to prohibit either party from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

e) **Costs and Attorneys' Fees**. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be awarded costs and expenses it incurs, including but not limited to accounting, attorneys', expert witness and arbitrators' fees. Attorneys' fees include, without limitation, reasonable legal fees, whether incurred prior to, in preparation for, or contemplation of, the filing of any written demand or any claim, action, hearing or proceeding to enforce the obligations of the parties under this Agreement.

f) **Governing Law**. All matters relating to arbitration shall be governed by the Federal Arbitration Act. This agreement will be governed by the laws of the State in which our headquarters is located.

g) **Consent to Jurisdiction**. You hereby irrevocably consent to the jurisdiction of any state or federal court in the State in which our headquarters is located and you waive any objection you may have to the jurisdiction or venue of such court.

h) **Entire Agreement**. This Agreement constitutes the entire agreement between you and us, and there are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. However, nothing in this agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

i) **Construction**. All headings of the various Sections and subsections of this Agreement are for convenience only and do not affect the meaning or construction of any provision. The usage of terms in the singular in this Agreement includes the plural, the plural includes the singular and the masculine and neuter usages include the other and the feminine. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If two or more persons are at any time Franchisees under this Agreement, whether or not as partners or joint venturers, their obligations and liabilities to Franchisor are joint and several. Time is of the essence in this Agreement. Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

j) **Waiver of Punitive Damages**. Except with respect to your obligation to indemnify us pursuant to Section 7D of this Agreement, the parties waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between them, the party making a claim shall be limited to recovery of any actual damages it sustains.

k) **Waiver of Jury Trial**. Each party irrevocably waives trial by jury in any action, proceeding or counterclaim brought by either party.

l) **Limitations of Claims**. Any and all claims, except claims for monies due us or our affiliates, arising from or relating to this Agreement or the relationship among the parties shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date the claimant knew or should have known of the facts giving rise to such claims.

18) INJUNCTIVE RELIEF.

You and we have the right to seek injunctive relief in any court of competent jurisdiction under customary equity rules. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction.

19) NOTICES AND PAYMENTS.

All written notices and reports permitted or required under this Agreement or by the Electronic Operations Manuals will be deemed delivered at the time of delivery by hand, one (1) business day after sending by overnight courier or email, and three (3) business days after being placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified. You agree to send all payments and notices to us at the address specified in our Electronic Operations Manuals or at such other address as we designate to you in writing. We agree to send all written notices to you at

the address contained in this Agreement or to such other address as you subsequently designate to us in writing.

20) ACKNOWLEDGMENTS.

This Agreement is being presented to you because of the desire you have expressed to obtain the right to own and operate a Sunbelt Network Business. You acknowledge that you have read this Agreement and our Disclosure document and that you understand that the terms and conditions contained in this Agreement are necessary to protect the Marks and the System. You acknowledge that you have conducted an independent investigation of Sunbelt Network Businesses and recognize that, like any other business, the nature of it may evolve and change over time, that an investment in a Sunbelt Network Business involves business risks, and that the success of this business venture is primarily dependent on your business abilities and efforts. You also acknowledge and recognize that different terms and conditions may pertain to different franchises for Sunbelt Network Businesses and that we do not represent that all of our franchise agreements will be identical. We have not made, and you acknowledge that you have not received or relied on, any guarantee, express or implied, as to the revenues, profits or likelihood of success of your Sunbelt Network Business. You represent to us, as an inducement to our entering into this Agreement, that there have been no misrepresentations in your franchise application or in the financial statements or other information you have submitted to us.

The parties to this Agreement execute and deliver this Agreement in multiple counterparts as of the day and year first written above.

On behalf of **MMI Business Brokers, LLC dba Sunbelt Business Brokers**	**Franchisee Entity**
By:_____ Jeffrey R. Harcourt	By:_____ **Franchisee Name**
Title: COO, Marathon Management Services, LLC	Title:_____

EXHIBIT A

TERRITORY AND INITIAL LICENSING FEE

1. Territory

The Territory conveyed by this Franchise Agreement will include the following Metropolitan Statistical Area _____ and is Territory Type _____. In the event of any future disputes regarding the boundaries of the Territory, You agree that the Franchisor will have the complete and final authority to make a final determination of the Territory's boundaries. The Territory conveyed by this franchise agreement will be designated as Sunbelt of (Franchised Location Name) from the date of execution and when referred to in any marketing materials used by you or us, including the Company website. This designation cannot be changed without written authorization from Sunbelt.

2. Initial Franchise Fee

The initial franchise fee for Territory Type A is $35,000
The initial franchise fee for Territory Type B is $30,000.
The initial franchise fee for Territory Type C is $25,000.
The initial franchise fee for Territory Type D is $20,000.

_____INITIALS

EXHIBIT B

ONGOING MONTHLY MARKETING FEE AND ONGOING TECHNOLOGY AND ADMINISTRATIVE FEE

Monthly Marketing Fee You shall pay us the following monthly fees:

Monthly Marketing Fee During Year 1 of the Term of the Franchise Agreement:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing payment shall be the greater of (i) the amount described above or (ii) $400 per month for a Type A Territory, $300 per month for a Type B Territory, $200 per month for a Type C Territory, or $100 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

Monthly Marketing Fee During Year 2 of the Term of the Franchise Agreement:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing payment shall be the greater of (i) the amount described above or (ii) $500 per month for a Type A Territory, $400 per month for a Type B Territory, $300 per month for a Type C Territory, or $200 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

Inception-to-date Marketing Fees paid to us by the end of Year 2 must equate to a minimum of: $16,800 for a Type A Territory, $15,600 for a Type B Territory, $14,400 for a Type C Territory, and $13,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 2, the differential must be paid by you to us within 30 days of the end of Year 2.

Monthly Marketing Fee During the Remainder of the Term of the Franchise Agreement:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing Fee payment shall be the greater of (i) the amount described above or (ii) $600 per month for a Type A Territory, $500 per month for a Type B Territory, $400 per month for a Type C Territory, or $300 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

Inception-to-date Marketing Fees paid to us by the end of Year 3 must equate to a minimum of: $28,800 for a Type A Territory, $27,600 for a Type B Territory, $26,400 for a Type C or $25,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 3, the differential must be paid to us within 30 days of the end of Year 3. For **each** subsequent year during the Term of the Agreement, the inception-to-date minimum marketing fees increase by $12,000 per year from the above stated minimums required by the end of Year 3; any differential (i.e. inception-to-date Marketing Fees paid being less than inception-to-date Marketing Fee minimums) that exists at the end of a year must be paid by you to us with 30 days of the end of each year during the term of this Agreement.
The Monthly Marketing Fee is due on the tenth day of each month beginning with the tenth day of the first full month after the Effective Date of the Franchise Agreement.

In the case of a renewal or transfer, or if you are a previous or existing franchisee, there will be no gradual increase for the monthly marketing minimums. The Monthly Marketing Fee During the Term of the Franchise Agreement shall be as follows:
4% of the first $750,000 of Gross Revenue per calendar year. Each monthly Marketing Fee payment shall be the greater of (i) the amount described above or (ii) $600 per month for a Type A Territory, $500 per month for a Type B Territory, $400 per month for a Type C Territory, or $300 per month for a Type D Territory. The Monthly Marketing Fees shall be subject to a maximum of $30,000 per calendar year.

In the case of a renewal or transfer, or if you are a previous or existing franchisee the following Inception-to-date Marketing Fees apply. Inception to-date Marketing Fees paid to us by the end of Year 1 must equate to a minimum of $24,000 for all territory types. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 1, the differential must be paid by you to us within 30 days of the end of Year 1. Inception-to-date Marketing Fees paid to us by the end of Year 2 must equate to a minimum of: $28,800 for a Type A Territory, $27,600 for a Type B Territory, $26,400 for a Type C Territory or $25,200 for a Type D Territory. If you have paid us less than these minimum inception-to-date Marketing Fees at the end of Year 2, the differential must be paid to us within 30 days of the end of Year 2. For **each** subsequent year during the Term of the Agreement, the inception-to-date minimum marketing fees increase by $12,000 per year from the above stated minimums required by the end of Year 2; any differential (i.e. inception-to-date Marketing Fees paid being less than inception-to-date Marketing Fee minimums) that exists at the end of a year must be paid by you to us with 30 days of the end of each year during the term of this Agreement.

Monthly Technology and Administrative Fee: You shall pay us a Monthly Technology and Administrative Fee of $250 per month. The Monthly Technology and Administrative Fee is due on the tenth day of every month, beginning with the tenth day of the first full month after the Effective Date of your Franchise Agreement. We have the right to increase the Monthly Technology and Administrative Fee by up to 5% annually, but the increase will not apply during the first year of the term of the Franchise Agreement.

In the case this agreement applies to a transfer or renewal, you will pay Monthly Marketing Fees and Monthly Technology and Administrative Fees beginning the tenth day of the first full month following the execution of this agreement so that there is no lapse in franchise fees being paid in the transfer of this franchise from the previous owner to you.

EXHIBIT C

ACCEPTANCE OF OWNERS

Each of the undersigned (and their spouses) hereby accept and agree to be personally bound by the provisions of the following Sections of the foregoing Franchise Agreement to the same extent as You: 6, 7, 8, 10, 13, 15, 17, 18, and any other provisions necessary to interpret or enforce any of the foregoing.

Individual operating the Franchise: _____

Date: _____

Spouse of individual operating the Franchise: _____

Date: _____

Any other individuals and their spouses who sign the guaranty: _____

Date: _____

_____

Date: _____

_____

Date: _____

_____

Date: _____

EXHIBIT D

OWNER'S GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

This Guaranty must be signed by the principal owners (referred to as "you" for purposes of this Guaranty only) of _____ (the "Franchisee") under the foregoing MMI Business Brokers, LLC dba SUNBELT BUSINESS BROKERS Franchise Agreement (the "Agreement").

In consideration of and as an inducement to, the execution of the Agreement by MMI Business Brokers, LLC dba Sunbelt Business Brokers (referred to as "us") each of you signing this Guaranty hereby personally and unconditionally: (A) guarantees to us, our affiliates and our successors and assigns that the Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (B) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including but not limited to, the provisions contained in Section 17C concerning the arbitration of disputes and such provisions are incorporated into this Guaranty by this reference.

Each of you waives: (1) acceptance and notice of acceptance by us of your obligations under this Guaranty; (2) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed by you; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (4) any right you may have to require that an action be brought against the Franchisee or any other person as a condition of your liability; and (5) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty shall be joint and several; (b) you will make any payment or render any performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, for example, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend this Guaranty; and (e) this Guaranty will continue and be irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

Each of the principal owners now executes and delivers this Guaranty as of the date of execution of the Agreement.

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

EXHIBIT E TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS, TELEPHONE LISTINGS AND INTERNET ADDRESSES

THIS ASSIGNMENT is entered into this ____ day of _____, 20___, in accordance with the terms of the MMI Business Brokers, LLC dba Sunbelt Business Brokers Franchise Agreement ("Franchise Agreement") between _____ ("Franchisee") and MMI Business Brokers, LLC ("Franchisor"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Business Brokerage Business ("Franchise Business").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "Telephone Numbers and Listings") and (2) those certain Internet Website Addresses ("URLs") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "Telephone Company") and/or Franchisee's internet service provider ("ISP") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement, Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers, the Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers, Listings and URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers, Listings and URLs, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign same to Franchisor and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers, Listings, and URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

FRANCHISOR:	FRANCHISEE:
MMI Business Brokers, LLC dba Sunbelt Business Brokers	Entity
By:_____ Jeffrey R. Harcourt Chief Operating Officer, Marathon Management Services, LLC On behalf of MMI Business Brokers, LLC dba Sunbelt Business Brokers	By:_____ NAME TITLE: _____

State of _____
County of _____

On this the ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared, Franchisee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same for the purpose therein expressed.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____	_____
My commission expires	Notary Public

EXHIBIT F

MMI BUSINESS BROKERS, LLC DBA SUNBELT BUSINESS BROKERS
COMPLIANCE CERTIFICATION FORM

The Franchise Disclosure Document was provided to me by:

1) At least 14 calendar days before I signed a binding agreement.
Franchisee's Initials _____

2) At least 14 calendar days before I made any payment to MMI Business Brokers, LLC dba Sunbelt Business Brokers.
Franchisee's Initials _____

Representations:

No promises, agreements, contracts, commitments, understanding, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me respect to any matter (including but not limited to any representatives or promises regarding advertising, marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement or written Addendum signed by me and the CEO or COO of Franchisor except as follows:
_____
_____

Franchisee's Initials _____

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Disclosure Document or the Franchise Agreement was made to me by any person or entity except as follows:
_____
_____

Franchisee's Initials _____

No oral, written, or visual claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows:
_____
_____

Franchisee's Initials _____

No contingency, condition, prerequisite, prior requirement, provision, reservation, impediment, stipulation, provision, or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on such, except as expressly set forth in a writing signed by me and the CEO or COO of Franchisor, except as follows:
_____
_____

Franchisee's Initials _____

A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) have made any statements leading me to believe that I may not contact current franchisees; nor have they made any statements leading me to believe I may only contact certain franchisees except as follows:

_____

_____

Franchisee's Initials _____

I understand that the Franchise Agreement includes a personal guaranty which requires me to personally guaranty all of the Franchisee's obligations included in the Franchise Agreement, except as follows:

_____

_____

Franchisee's Initials _____

The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) shall be responsible for any advice or statements made by such advisors nor shall they be responsible for my failure to consult with a legal and/or financial advisor, except as follows:

_____

_____

Franchisee's Initials _____

Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects, or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results.

In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, "side deals", options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee's obligations except by means of a written Addendum signed by Franchisee and Franchisor.

If any such representations, "side deals", contingencies or otherwise have been made by you, by any person or otherwise exist, immediately inform the CEO of the Franchisor.

The prospective franchisee understands and agrees to all of the foregoing and certifies that all of the above statements are true, correct and complete.

Franchisee acknowledges that Franchisor has relied upon Franchisees' representations made herein as a basis on which to enter into the Franchise Agreement.

Franchisee Entity: **Date: _____**

By: _____
Name

EXHIBIT G
ACH FORM

ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO MMI BUSINESS BROKERS, LLC

Date of Request: _____STATE: _____ Franchisee: _____

Store #: _____

I authorize MMI-Business Brokers, LLC to deduct fees from my account designated below:

Bank Account Information (Please attach a voided check):

Name on Bank Account: _____

Depository (Bank Name): _____

Routing/Transit ABA Number: _____

Bank Account Number: _____

I hereby authorize MMI Business Brokers, LLC to initiate and process debit entries electronically, by paper means or by any other commercially accepted method to my (our) account at the depository institution indicated above. This authority is to remain in full force and effect until MMI Business Brokers, LLC and/or Depository Institution has received written notification 30 days prior to the collection date. The Franchisee or MMI Business Brokers, LLC has authority to terminate this agreement.

_____

Signature of Franchisee Print Name Date

EXHIBIT D

FINANCIAL STATEMENTS

See attached.

MMI BUSINESS BROKERS, LLC
dba Sunbelt Business Brokers

Financial Statements

For the years ended June 30, 2022, 2021 and 2020

MMI BUSINESS BROKERS, LLC dba Sunbelt Business Brokers
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Ciuni & Panichi
CPAs and Business Advisors

Where Relationships Count.

Independent Auditor's Report

To the Board of Directors
MMI Business Brokers, LLC
dba Sunbelt Business Brokers

Opinion

We have audited the accompanying financial statements of MMI Business Brokers, LLC dba Sunbelt Business Brokers (the "Company"), which comprise the balance sheets as of June 30, 2022 and 2021, and the related statements of income, member's equity, and cash flows for the years ended June 30, 2022, 2021, and 2020, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company, as of June 30, 2022 and 2021, and the results of its operations and its cash flows for the years ended June 30, 2022, 2021, and 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Independent Member of
Geneva Group International

To the Board of Directors
MMI Business Brokers, LLC
dba Sunbelt Business Brokers

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Ciuni + Panichi, Inc

Cleveland, Ohio
September 30, 2022

MMI BUSINESS BROKERS, LLC dba Sunbelt Business Brokers
Balance Sheets
June 30, 2022 and 2021

ASSETS	2022	2021
Current assets:		
Cash	$ 487,652	$ 283,403
Receivables, net	27,429	54,895
Prepaid expenses	40,817	35,680
Total current assets	555,898	373,978
Other assets:		
Related party receivable	858,673	620,673
Total assets	$ 1,414,571	$ 994,651

LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	$ 44,073	$ 39,270
Related party payable	41,976	41,454
Deferred revenue	168,260	66,060
Other	938	1,163
Total current liabilities	255,247	147,947
Equity:		
Member's equity	1,159,324	846,704
Total liabilities and member's equity	$ 1,414,571	$ 994,651

The accompanying notes are an integral part of these financial statements.

MMI BUSINESS BROKERS, LLC dba Sunbelt Business Brokers
Statements of Income
For the years ended June 30, 2022, 2021 and 2020

	2022	2021	2020
REVENUE			
Continuing licensee and franchisee fees	$ 1,048,949	$ 987,471	$ 912,549
Sale of franchises	141,000	209,500	212,500
Other	-	-	1,000
	1,189,949	1,196,971	1,126,049
COST AND EXPENSES			
Office	89,057	51,664	68,371
Cost of sales	7,200	7,200	29,200
Advertising and promotion	224,809	201,809	201,668
Bad debt expense/(recovery)	14,435	(10,428)	(30,622)
Service fees	417,708	474,916	490,767
General and other	148,950	125,070	110,350
	902,159	850,231	869,734
INCOME FROM OPERATIONS	287,790	346,740	256,315
OTHER INCOME (EXPENSE)			
Other	24,830	1,887	(484)
Total other income (expense)	24,830	1,887	(484)
NET INCOME	$ 312,620	$ 348,627	$ 255,831

The accompanying notes are an integral part of these financial statements.

MMI BUSINESS BROKERS, LLC dba Sunbelt Business Brokers
Statements of Member's Equity
For the years ended June 30, 2022, 2021 and 2020

	Member's Equity
Balance, June 30, 2019	$ 242,246
Net income	255,831
Balance, June 30, 2020	$ 498,077
Net income	348,627
Balance, June 30, 2021	$ 846,704
Net income	312,620
Balance, June 30, 2022	$ 1,159,324

The accompanying notes are an integral part of these financial statements.

MMI BUSINESS BROKERS, LLC dba Sunbelt Business Brokers
Statements of Cash Flows
For the years ended June 30, 2022, 2021 and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 312,620	$ 348,627	$ 255,831
Adjustments to reconcile net income to net cash provided by operating activities:			
Bad debt expense/(recovery)	14,435	(10,428)	(30,622)
Net change in assets and liabilities:			
Receivables	13,031	(10,907)	51,776
Prepaid expenses	(5,137)	(1,694)	(20,021)
Related party payable	522	(136,041)	(63,300)
Accounts payable and other liabilities	4,578	(1,419)	(27,092)
Deferred revenue	102,200	50,000	(60,800)
Net cash provided by operating activities	442,249	238,138	105,772
Cash flows from investing activities:			
Related party receivable	(238,000)	(198,616)	13,000
Net cash (used) provided by investing activities	(238,000)	(198,616)	13,000
Net increase in cash and cash equivalents	204,249	39,522	118,772
Cash and cash equivalents, beginning of year	283,403	243,881	125,109
Cash and cash equivalents, end of year	$ 487,652	$ 283,403	$ 243,881

The accompanying notes are an integral part of these financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principle Business Activity
MMI Business Brokers, LLC ("Company"), wholly owned by SB Administrative Services, Inc ("SB Admin"), licenses and franchises independent contractors that perform business brokerage services within specified territories in the United States and internationally under the Sunbelt® service mark.

Basis of Presentation
The Company follows authoritative guidance issued by the Financial Accounting Standards Board (FASB) which established the FASB Accounting Standards Codification (ASC) as the single source of authoritative accounting principles generally accepted in the United States of America.

Reclassifications
Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Cash Concentration
The Company maintains amounts on deposit in a financial institution, which at times may have a balance in excess of federal deposit insurance limits.

Cash Equivalents
The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

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

Revenue Recognition
The Company recognizes revenue in accordance with the "Revenue from Contracts with Customers" topic of the FASB ASC. In accordance with the "Revenue from Contracts with Customers" topic of the FASB ASC, the Company identifies a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable.

"Sale of franchises" revenue is recognized on a straight-line basis over the life of the underlying franchise agreement, an input method. The Company accounts for pre-opening services provided to a franchisee as distinct from the franchise license as management has determined that the services are consistent with those included in the predefined list within the guidance. Pre-opening services for the Company consist of: (1) new office training, (2) access to the operations manual/resource center, and (3) provision of initial supply of marketing services/products. Pre-opening service revenue, which is included in "Sale of franchises" in the accompanying statements of income, is recognized at a point in time when the services have been provided. "Continuing licensee and franchisee fees" revenue are recognized at a point in time as invoiced for services rendered under the terms of the license or franchise agreement. Management represents there are no known instances of variable consideration with regard to the recognition of revenue.

1. SUMMARY OF SIGNIFICANT ACCOUNT POLICIES (CONTINUED)

Advertising
The Company expenses advertising expenditures as incurred.

Income Taxes
As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with the operating agreement. Therefore, no provision for income taxes has been included in the financial statements.

2. RECEIVABLES

Receivables are recorded at the amount due and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amount of probable losses in the existing accounts receivable. The allowance is based on historical write-off experience and the financial condition of the debtor. The Company reviews the allowance for doubtful accounts monthly and makes adjustments as necessary. The Company reviews trade receivables that are 60 days or older in age, and reviews each receivable in excess of a specified amount for collectability. Receivables are written off against the allowance once all collection efforts have been exhausted and they are considered to be uncollectable. Management believes it does not have any significant off-balance-sheet credit exposure related to its customers or its franchisees.

Receivables consist of the following at June 30:

	2022	2021
Licensee and franchise fee	$ 42,179	$ 23,395
Sale of franchises	-	45,000
Total receivables	42,179	68,395
Less allowance for doubtful accounts	(14,750)	(13,500)
	$ 27,429	$ 54,895

As of June 30, 2021, 66% of the Company's gross receivables were due from one franchisee.

3. CONTRACT ASSETS AND LIABILITIES

Contract assets and liabilities consisted of:

	Receivables, net	Deferred Revenue
Balance, June 30, 2020	$ 33,560	$ 16,060
Balance, June 30, 2021	$ 54,895	$ 66,060
Balance, June 30, 2022	$ 27,429	$ 168,260

4. LICENSING AND FRANCHISING

As of June 30, 2022, the Company has entered into 117 license and franchise agreements with 83

4. LICENSING AND FRANCHISING (CONTINUED)

entities, operating 94 offices with 117 advertised locations whereby the Company grants exclusive ten year licenses or franchises for the right to use the name Sunbelt Business Brokers. The Company charges an initial franchise fee on the sale of new or existing franchised territories. The Company provides sales and marketing services, advertising and operating software. As compensation for the above, the Company receives a continuing license fee. Continuing license fees are either a flat rate or based on a percentage of the licensees' or franchisees' gross billings.

Licensing and Franchising

	2022	2021	2020
Revenue	$ 1,189,949	$ 1,196,971	$ 1,126,049
Costs and expenses	(901,709)	(849,781)	(869,584)
Income from operations, before income taxes	$ 288,240	$ 347,190	$ 256,465

Franchised & Licensed Locations

	2022	2021	2020
Number of advertised locations			
Beginning of year	118	118	120
Opened	7	8	6
Closed	(8)	(8)	(8)
End of year	117	118	118

5. INCOME TAXES

Income taxes of the Company are accounted for under the provisions of the "Income Taxes" topic of the FASB ASC, which require an asset and liability approach to financial accounting and reporting for income taxes.

Uncertain income tax positions are evaluated at least annually by management. The Company classifies interest and penalties related to income tax matters within general and other expenses in the accompanying statements of income. As of June 30, 2022 and 2021, the Company has identified no uncertain income tax positions and has incurred no amounts for income tax penalties and interest for the years ended June 30, 2022, 2021 and 2020.

6. RELATED PARTY TRANSACTIONS

The Company's staffing needs are provided through a management agreement with Marathon Management Services, LLC ("Marathon"). Marathon solely owned the Company's parent, SB Admin. For a monthly fee, Marathon provides the Company with human resources, financial management, business planning and management of day-to-day business issues. For the years ended June 30, 2022, 2021 and 2020, the Company incurred $417,708, $474,916 and $490,767, respectively, of expense under this agreement.

The Company has helped subsidize SB Admin's purchase of the Company. As of June 30, 2022 and 2021, the balance due from SB Admin related to these payments were $858,673 and $620,673, respectively. This agreement is non-interest bearing and has no stated repayment terms.

6. RELATED PARTY TRANSACTIONS (CONTINUED)

As of June 30, 2022 and 2021, related party payable represent trade amounts owed to Marathon.

Effective July 1, 2022, Marathon owns 70% of SB Admin. The Company's staffing needs continue to be provided through a management agreement with Marathon.

7. COMMITMENTS AND CONTINGELNCIEES

From time to time in the normal course of its business, the Company is named as a defendant in lawsuits. The Company does not believe that it is subject to any such lawsuits or litigation or threatened lawsuits or litigation that will have a material adverse effect on the Company or its business.

8. RISKS AND UNCERTAINTIES

In early calendar 2020, the world began dealing with the effects of the Coronavirus pandemic (COVID-19). Disruptions to business operations, including government mandated actions and employee, supplier and customer related challenges have affected many businesses. The financial markets have experienced high volatility. As of June 30, 2022, the pandemic has not had a material impact on the operations of the Company. The potential impact of COVID-19 on the Company's operations is inherently difficult to predict and could adversely impact its future business, financial condition, and/or results of operations.

9. SUBSEQUENT EVENTS

The date to which events occurring after June 30, 2022 have been evaluated for possible adjustment to the financial statements or disclosure is September 30, 2022, which is the date the financial statements were available to be issued.

EXHIBIT E

TABLE OF CONTENTS FOR PUBLICATIONS: total pages 151

1. New Office Owner's 90 Day Guide to Success
2. Online Operations Presentations
3. The Sunbelt System A Broker's Guide to Success
4. A Broker's Six Week Guide to Success
5. Online Training Presentations

5 total pages

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OFFICE OWNER'S 90 DAY GUIDE TO SUCCESS

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    b. Business Brokerage Industry (15 slides)
    c. Policies and Procedures (8 slides)
    d. Starting Your Sunbelt Business (11 slides)
    e. Technology Resources (6 slides)
    f. Errors and Omissions Insurance (10 slides)
2. Broker Management
    a. Recruiting and Maintaining Brokers *(recording)*
    b. Broker Recruiting Tools *(printable resources)*
    c. Broker Recruiting Presentation (16 slides)
    d. Broker Training Outline *(excel outline)*
3. Commissions
    a. Commissions (12 slides)
    b. Co-brokering with Other Offices (12 slides)
4. Policies
    a. Listing Solicitation and Advertisement Policy

4 total pages

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THE SUNBELT SYSTEM
A BROKER'S GUIDE TO SUCCESS

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	What You Can Expect from Sunbelt……	II
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BROKERS SIX WEEK GUIDE TO SUCCESS

*THE SIX WEEK PLAN

WEEK BY WEEK SUMMARY

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1. Your Role as a Business Broker and Necessary Tools, Resources and Technology (54 slides)
2. Accounting, Tax and Financial Analysis (74 slides)
3. Marketing for Business Brokers (33 slides)
4. Recasting Financial Statements (21 slides)
5. Business Valuation and Pricing (67 slides)
6. Recasting and Business Pricing Recap (25 slides)
7. Working with Buyers and Closing Transactions (40 slides)
8. Legal and Risk Management Issues (40 slides)
9. Communication Skills and Troubleshooting for Business Brokers (13 slides)
10. Review of Key Concepts
11. Buyer Lead Generation (37 slides)
12. Document Preparation (6 slides)

12 total pages

EXHIBIT F

Current List of Franchisees as of June 30, 2022

Owner Name	Advertised Location	Address	City	State	Zip	Phone Number
Don C. Smith Jr.	Birmingham	#4 Office Park Circle, Suite 207	Birmingham	AL	35223	(205) 879-7220
Lanier Chew	Mobile	28218 US Highway 98	Daphne	AL	36526	(251) 626-4949
Melinda Tsang	North Alabama	7734 Madison Blvd, Suite 109	Huntsville	AL	35806	(256) 539-9999
Erik de Renouard	Arkansas #1	900 South Shackleford, Suite 300	Little Rock	AR	72211	(479) 439-8776
Erik de Renouard	Arkansas #2	900 South Shackleford, Suite 300	Little Rock	AR	72211	(479) 439-8776
Tim Whipple & Bill Toole	Phoenix (1 of 3)/Prescott	1691 W Orchid Ln	Chandler	AZ	85224	(480) 809-3199
Phillip C. Holt	San Francisco	2229 Harbor Bay Parkway	Alameda	CA	94502	(510) 523-0232
John Willingham	Bakersfield	1400 Easton Drive, Suite 135	Bakersfield	CA	93309	(661) 323-2358
Jon Pallin	Beverly Hills	433 N. Camden Drive	Beverly Hills	CA	90210	(310) 858-8800
Brett Sargent	Reno, NV	3941 Park Dr, Suite 20-581	El Dorado Hills	CA	95762	(916) 790-6601
Brett Sargent	Sacramento	3941 Park Dr, Suite 20-581	El Dorado Hills	CA	95762	(916) 790-6601
Scott Coyle	San Diego, CA (2 of 3)	1543 Gascony Rd	Encinitas	CA	92024	(614) 890-0454
Helen Liu	Santa Clara County	800 W. El Camino Real, Suite 180	Mountain View	CA	94040	(408) 436-4900
Angelica Michail	Pasadena	99 S. Lake Ave. Suite 201	Pasadena	CA	91101	(626) 395-0717
Joe Atchison	Riverside	4181 Flat Rock Drive, Suite 308	Riverside	CA	92505	(951) 678-5671
John Moser	Los Angeles/Whittier	6528 Greenleaf Ave. Ste. 124	Whittier	CA	90601	(562) 758-1150
Ed/Susan Sadler; Kevin/Valerie Brooks	Colorado Springs, CO	1975 S. Pennsylvania Street	Denver	CO	80210	(719) 642-8000
Ed/Susan Sadler; Kevin/Valerie Brooks	Denver #2 + Ft. Collins/Greeley/Boulder, CO	1975 S. Pennsylvania Street	Denver	CO	80210	(718) 679-8656
Brian Cross, CBI	Denver #1	7900 East Union Avenue, Suite 1100	Denver	CO	80237	(303) 209-7401
Kevin & Valerie Brooks	Grand Junction/Western	750 Main St #212	Grand Junction	CO	81501	(970) 255-8000
Rick Gardner & Yeliv Adams	Kissimmee, FL	TBD		FL		

Wes Greer	Jacksonville/St. Augustine	229 Oceanforest Dr. North	Atlantic Beach	FL	32233	(904) 807-8134
Warren and Marguerite Cave	Boca Raton	6501 Congress Avenue, Suite 100	Boca Raton	FL	33487	(561) 994-5300
Robert Hough	St. Pete/Clearwater	555 S. Duncan Ave.	Clearwater	FL	33756	(727) 793-0090
Leon J. Panitz	Jacksonville	3736 Contsancia Drive	Jacksonville	FL	32207	(904) 807-32207
Ryan Cave & Joe Alter	Miami Dade	1000 Brickwell Ave	Miami	FL	33131	(305) 417-4944
Bob Bourgeois	Pensacola	4000 US Highway 90, Suite D	Milton	FL	32571	(850) 692-8300
Joe Alter	Lee & Collier Counties	999 Vanderbilt Beach Rd. Suite 200	Naples	FL	34108	(855) 969-3534
Franco Ferrari	Orange and Seminole Counties #1	1073 Willa Springs Drive, Suite 1005	Orlando	FL	32548	(407) 960-7390
Franco Ferrari	Orange and Seminole Counties #2	1073 Willa Springs Drive, Suite 1005	Orlando	FL	32548	(407) 960-7390
Mike Mensch	Melbourne, FL	3155 Suntree Blvd. #101	Rockledge	FL	32955	
Joe Alter	Sarasota	1680 Fruitville Rd, Suite 211	Sarasota	FL	34236	(941) 867-7001
Julie Stacy	Tampa, FL	615 Channelside Dr, Suite 207	Tampa	FL	33602	(330) 696-1163
Doreen Morgan	Atlanta #1	4470 Chamblee – Dunwoody Road, Suite 445	Atlanta	GA	30338	(770) 936-9099
Doreen Morgan	Atlanta #2	4470 Chamblee – Dunwoody Road, Suite 445	Atlanta	GA	30338	(770) 936-9099
Doreen Morgan	Atlanta #3	4470 Chamblee – Dunwoody Road, Suite 445	Atlanta	GA	30338	(770) 936-9099
Doreen Morgan	Atlanta #4	4470 Chamblee – Dunwoody Road, Suite 445	Atlanta	GA	30338	(770) 936-9099
Roger Hutson	Des Moines	110 SE Grant Street, Suite 204	Ankeny	IA	50021	(515) 964-5431
Steve Neighbors	Boise	5598 N. Eagle Road. Suite 103	Boise	ID	83713	(208) 985-7200
Scott Evert (Website-Dominic Rinaldi)	Chicago, IL #1	8735 W. Higgins Road, Suite 160	Chicago	IL	60631	(773) 243-1603
Misty Menossi/Leonard Rakers	Edwardsville	7500 Conner Lane	Edwardsville	IL	62025	(618) 806-5956
Milton Anderson	Moline/Quad Cities	4575 16th Street, Suite 4 Wells Fargo Bldg.	Moline (Quad Cities)	IL	61265	(309) 764-1955
Robert Riffle	Peoria	133A S. Main Street	Morton	IL	61550	(309) 321-8365

Kevin Collins	Chicago #2/Naperville, IL	50 South Main St. Suite 200-222	Naperville	IL	60540	(847) 644-1432
Edward Crowder (Website- Brian Knoderer)	Indianapolis #1	9333 N. Meridian St. Suite 200	Indianapolis	IN	46260	(317) 662-2059
Edward Crowder (Website- Brian Knoderer)	Indianapolis #2	9333 N. Meridian St. Suite 200	Indianapolis	IN	46260	(317) 662-2059
Bob Bourgeois	Baton Rouge	4744 Jamestown Ave Ste. 200	Baton Rouge	LA	70808	(225) 201-0202
Don Pippin	Lafayette	3909-A Ambassador Caffery Pkwy	Lafayette	LA	70503	(337) 234-7008
Don Pippin	Lake Charles	4865 Ihles Road, Suite 6	Lake Charles	LA	70605	(337) 513-4500
Bob Bourgeois	New Orleans	3445 North Causeway, Suite 906	Metairie	LA	70002	(504) 828-1515
Sanjay Ahuja	Boston #2	225 Cedar Hill St., Ste. 200	Marlborough	MA	01752	(857) 400-8420
Mike Zarinbaksh	Montgomery /Frederick County	7735 Old Georgetown Rd Suite 910	Bethesda	MD	20814	(301) 215-9288
Joe Hige	Southeast	436 N. Center St.	Northville	MI	48167	(248) 982-6400
Brian Slipka	Minneapolis	1300 Godward Street NE, Suite 6000	Minneapolis	MN	55413	(612) 455-0880
Brian Slipka	Minneapolis/ Bloomington	1300 Godward Street NE, Suite 6000	Minneapolis	MN	55413	(612) 455-0880
Brian Slipka	Minneapolis/ Minnetonka	1300 Godward Street NE, Suite 6000	Minneapolis	MN	55413	(612) 455-0880
Brian Slipka	Minneapolis/ St. Cloud	1300 Godward Street NE, Suite 6000	Minneapolis	MN	55413	(612) 455-0880
Daniel Duffy	Kansas City #1	2820 NW Barry Rd.	Kansas City	MO	64154	(800) 444-5044
Ward Wicht	Biloxi	1636 Popps Ferry Rd Suite 231	Biloxi	MS	39532	(228) 388-7030
Ward Wicht	Mississippi	220 W Pine Street	Hattiesburg	MS	39401	(601) 582-0225
Ward Wicht	Jackson	1060 E. County Line Rd. Ste 3-A #288	Ridgeland	MS	39157	(601) 706-9590
Kirk Treece	Missoula/Western Montana	1500 W. Broadway, Suite E	Missoula	MT	59808	(406) 880-2141
Bill Law	Greater Charlotte	19520 W. Catawba Avenue Suite 111A	Cornelius	NC	28031	(704) 897-8232
Shanon Madrid	Durham	4819 Emperor Blvd, Suite 400	Durham	NC	27703	(919) 858-6853
Shanon Madrid	Greensboro/ High Point	717 Green Valley Rd, Suite 200	Greensboro	NC	27408	(336) 660-2651
Mark Richie, CBI	Raleigh	4801 Glenwood Avenue, Suite 200	Raleigh	NC	27612	(919) 787-0566
Art Rosenburg	North Dakota	3369 39th Street S, Suite 4	Fargo	ND	58104	(701) 347-2727

Frank Haverkamp	Lincoln	12829 West Dodge Road Suite #201	Omaha	NE	68154	(402) 827-3190
Frank Haverkamp	Omaha	12829 West Dodge Road Suite #201	Omaha	NE	68154	(402) 827-3190
Jay Polimeno	New Hampshire	4 Birch Street	Derry	NH	03038	(603) 745-9290
Jack Armstrong	Linden	214 Bridge Street, Bldg. D	Metuchen	NJ	08840	(732) 494-6766
Jack Armstrong	Middlesex	214 Bridge Street, Bldg. D	Metuchen	NJ	08840	(732) 494-6766
Michael Greene	Albuquerque	126 E. De Vargas Street	Santa Fe	NM	87501	(505) 858-3441
Michael Greene	New Mexico	126 E. De Vargas Street	Santa Fe	NM	87501	(505) 858-3441
Michael Greene	Santa Fe	126 E. De Vargas Street	Santa Fe	NM	87501	(505) 820-0163
Corporate and Scott Evert	Las Vegas	2300 West Sahara Avenue, Suite 800	Las Vegas	NV	89102	(702) 364-2551
Anthony Tarricone	Westchester, NY	245 Saw Mill River Rd, Suite 106	Hawthorne	NY	10532	(914) 559-2522
John and James Lindner	Manhattan	347 5th Ave, Suite 1402	New York	NY	10016	(646) 205-2295
Gerry Chadwick	Cincinnati (1 of 2)	4555 Lake Forest Dr. Suite 650	Cincinnati	OH	45242	(513) 563-3510
Emmet Apolinario	Columbus	20 Northwoods Blvd, Suite B	Columbus	OH	43235	(614) 792-7770
Gerard Chadwick	Miami Valley	1129 Miamisburg Centerville Rd, Suite 200	Dayton	OH	45449	(937) 866-4611
Jeff Bury	Akron/Canton	1332 Sharon Copley Rd.	Sharon Center	OH	44274	(330) 268-4146
Karen Tipton	Muskogee	215 State Street	Muskogee	OK	74401	(918) 682-3406
Brian Jones	Oklahoma City	3030 NW Expressway, Suite 200-422	Oklahoma City	OK	73112	(405) 655-8744
Karen Tipton	Tulsa	1717 South Cheyenne Avenue, Suite 200	Tulsa	OK	74119	(918) 392-3474
Bill Patten	Portland/Vancouver	2005 SE Image Rd.	Vancouver	OR/WA	98664	(503) 220-0242
Steve Rosen, CBI, JD, MBA	Blue Bell	650 Sentry Parkway	Blue Bell	PA	19422	(610) 941-2177
Steve Rosen, CBI, JD, MBA	Bucks County	650 Sentry Parkway	Blue Bell	PA	19422	(610) 941-2177
Steve Rosen, CBI, JD, MBA	Delaware County	650 Sentry Parkway	Blue Bell	PA	19422	(610) 941-2177
David E. Ball, CBI (Richard/Judith Dayton)	Pittsburgh #1	8865 Norwin Avenue, Suite 27/122	North Huntingdon	PA	15642	(412) 380-0590
David E. Ball, CBI	Pittsburgh #2	8865 Norwin Avenue, Suite 27/122	North Huntingdon	PA	15642	(412) 380-0590
Edward Pendarvis & Thomas Conroy	Charleston	571 Savannah Hwy	Charleston	SC	29407	(843) 789-4112
William C. and Carol Collins York (Website-David Yezbak)	Augusta	1916 Barnwell St	Columbia	SC	29201	(706) 854-0740

William C. and Carol Collins York (Website-David Yezbak)	Columbia	1916 Barnwell St	Columbia	SC	29201	(803) 779-2919
Cecil Martin	Anderson (Greenville)	728 N Pleasantburg Dr, Suite 216	Greenville	SC	29607	(864) 271-9122
Edward Pendarvis & Thomas Conroy	Myrtle Beach	206 The Courtyard, 1500 Highway 17 Business	Surfside Beach	SC	29577	(843) 997-9863
Richard Biedenharn	Nashville #1	7040 Crimson Leaf Lane	College Grove	TN	37046	(615) 440-9951
Richard Biedenharn	Nashville #2	7040 Crimson Leaf Lane	College Grove	TN	37046	(615) 440-9951
Blake Henry and Tim Varney	Knoxville	11907 S Fox Den Drive	Knoxville	TN	37934	(865) 964-7786
Don Pippin	Beaumont	2 Acadiana Court	Beaumont	TX	77706	(409) 866-5800
Aaron Comeaux	Dallas 1	12100 Ford Road, Suite B154	Dallas	TX	75234	(972) 402-5360
Bill Nicholson	Dallas Metro	2101 Cedar Springs Rd, Suite 1050	Dallas	TX	75201	(972) 528-8710
Laurel Johnson/Mark Elridge	Austin	604 Fairmont	Georgetown	TX	78628	(512) 349-7100
Dan Elliott	Houston #2	2500 Tanglewilde, Suite 355	Houston	TX	77063	(713) 781-8222
Dan Elliott	Houston #3	2500 Tanglewilde, Suite 355	Houston	TX	77063	(713) 781-8222
Tom Macatee	Arlington	320 Decker Drive, Suite 100-205	Irving (Las Colinas)	TX	75062	(800) 399-4654
Paul Lonsford	Prosper, TX	6841 Virginia Parkway 103-401	McKinney	TX	75071	(214) 250-9043
Dan Elliott	San Antonio #1	14855 Blanco Road, Suite 402	San Antonio	TX	78216	(210) 222-9400
Dan Elliott	San Antonio #2	14855 Blanco Road, Suite 402	San Antonio	TX	78216	(210) 222-9400
Dan Elliott	Houston #1	25511 Budde Road, Suite 202	The Woodlands	TX	77380	(281) 440-5153
Charles Broadwater, Jr., M&AMI, CMEA	Richmond	4860 Cox Rd, Suite 200	Glen Allen	VA	23060	(804) 673-8044
Michael Keen	Roanoke/Lynchburg	2947 Peters Creek Rd.	Roanoke	VA	24019	(540) 777-1585
Randi Edwards	Seattle (1 of 2)	2024 Madison St.	Everett	WA	98203	(206) 571-4745
Scott Evert (Website-Dominic Rinaldi)	Milwaukee	330 South Executive Drive, Suite 102	Brookfield	WI	53005	(262) 901-0086
Brian Slipka	Hudson/Eau Claire	N/A	Eau Claire	WI	54701	(651) 484-2677
John Lichter	West Virginia and Western Maryland	305 Rhode Island Ave.	Morgantown	WV/ MD	26501	(304) 276-1880

EXHIBIT G
STATE ADDENDA

ADDITIONAL DISCLOSURES FOR THE
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
OF
MMI BUSINESS BROKERS, LLC dba SUNBELT BUSINESS BROKERS

The following are additional disclosures for the Franchise Disclosure Document and Franchise Agreement of MMI Business Brokers, LLC dba Sunbelt Business Brokers required by various stare franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

CALIFORNIA

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

2. Item 3 of the Disclosure Document is amended to provide that none of the persons identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. Item 17 of the Disclosure Document is amended to state: California Business and Professions Code Sections 20000-20043 provides rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that this is inconsistent with the California Business and Professions Code, this law will control.

4. The Franchise Agreement provides for termination upon bankruptcy. As disclosed in the Disclosure document, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SCC. 101 et seq.).

5. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Cuyahoga County, Ohio, with each party's costs being borne by that party and the arbitrator's fees will be shared equally unless the arbitrator determines otherwise. This provision may not be enforceable under California law.

7. The Franchise Agreement requires application of the laws of the State of Ohio. This provision may not be enforceable under California law.

8. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

9. Franchisor's website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

HAWAII

1. The states in which this registration is effective are: California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Nebraska, New York, Rhode Island, South Dakota, Texas, Utah, Virginia, and Washington.

2. No states have refused to register these franchises. No states have revoked or suspended the right to offer these franchises. There are no states in which the proposed registration has been refused, revoked, suspended, or withdrawn.

ILLINOIS

1. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this State is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State.

2. The following should be added to Provision F of Item 17 of the Disclosure Document and Section 14 of the Franchise Agreement: Illinois law may affect the conditions under which we may terminate the Franchise Agreement, 815 ILCS 705/19 and Rule 200.608.

3. The following should be added to Provision I of Item 17 of the Disclosure Document and Section 15 of the Franchise Agreement: Illinois law may affect your rights upon non-renewal, 815 ILCS 705/20.

4. Your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20. The conditions under which your franchise can be terminated may be affected by Illinois law, 815 ILCS 7051/19 and Rule 200.608.

5. This Agreement shall be interpreted under the laws of the State of Illinois except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.). Litigation will take place in the State of Illinois.

6. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

INDIANA

7. The Franchise Agreement permits the franchisor to fail to renew the franchise for any reason. In addition, the Franchise Agreement obligates the franchisee to arbitrate or litigate disputes outside of the State of Indiana. To the extent these provisions are inconsistent with Indiana law, the Franchise Agreement is amended to provide that Indiana law will govern.

8. For the purposes of complying with the provisions of Indiana Code 23-2-2.7-1(9), Section 6.2 of the Franchise Agreement is amended to limit the area of non-competition after the term to the area included in the Advertised Location.

MARYLAND

1. The following is added to the end of the "Summary" sections of Item 17 (c), entitled Requirements for you to renew or extend, and Item 17 (m), entitled Conditions for Sunbelt's approval of transfer:

   However, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The "Summary" section of Item 17 (v), entitled Choice of forum, is deleted and replaced with the following:

   In the city closest to the city where our headquarters is located, except that, subject to your arbitration obligation, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The "Summary" section of Item 17 (w), entitled Choice of law, is deleted and replaced with the following:

   State where our headquarters is located, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following is added to the end of the chart in Item 17:

   Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which Sunbelt grants you the franchise to bring claim under the Maryland Franchise Registration and Disclosure Law.

5. Section 3 of Exhibit H (Termination Agreement) is modified to state the following:

   Last Name does hereby discharge Sunbelt, its officers, directors, employees, agents and affiliates from any and all actions, causes of action, damages, judgments, debts, losses, contracts, claims and demands of whatsoever kind and nature, including without limitations, any and all claims which could be asserted under or with respect to the Franchise Agreement. However, this release shall not apply to any claim under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

1. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. The Disclosure Document and Franchise Agreement are amended to state that we will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Pursuant to Minnesota Statute 80C.12 subdivisions 1(g), to the extent required by law, the Disclosure Document is amended to state that the franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our trade name.

4. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a termination agreement. The Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

NEW YORK

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

    a. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

    b. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

    Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

3. The following is added to the end of Item 4:

a. Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S.

b. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

a. The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

a. However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled

a. "Termination by franchisee": You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

    a. However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

    a. The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

1. Termination or liquated damages are generally considered unenforceable in the state of North Dakota. Each provision in the Franchise Disclosure Document and Agreements dealing with liquidated damages, (in particular 17(i) and Section 15) is deleted.

2. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. Each provision in the Franchise Disclosure Document and Agreements dealing with covenants not to compete (in particular Item 17(r) and Franchise Agreement Section 15) is deleted and unenforceable in North Dakota.

3. The site of arbitration or mediation involving a franchise purchased in North Dakota, shall be in a place mutually agreed upon at the time of arbitration or mediation and may not be remote from the franchisee's place of business. Each provision in the Franchise Disclosure Document and Agreements dealing with arbitration or mediation (in particular Item 17(u) and Section 17) is deleted and unenforceable in North Dakota.

4. Item 17(v) and 17(w) of the Disclosure Document and Section 17 of the Franchise Agreement requiring franchisees to consent to the jurisdiction of courts in Ohio, requiring the agreement to be governed by the laws of Ohio, and requiring the franchisee to consent to a waiver of trial by jury are deleted at the request of the Securities Commissioner of the State of North Dakota.

5. A waiver of exemplary and punitive damages are generally considered unenforceable in the state of North Dakota. Section 17 of the Franchise Agreement dealing with exemplary and punitive damages is deleted.

6. General releases are generally considered unenforceable in the state of North Dakota. Each provision in the Franchise Disclosure Document and Agreements dealing with general releases (in particular 17(c)) is deleted.

7. Requiring the franchisee to consent to a limitation of claims within one year are generally considered unenforceable in the state of North Dakota. Section 17 of the Franchise Agreement shall be changed to read the statute of limitations under North Dakota Law will apply.

8. Requiring the franchisee pay all costs and expenses incurred by the franchisor in enforcing the agreement is generally unenforceable in the state of North Dakota. Section 17 of the Franchise

Agreement shall be changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND

1. Section 19-281.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

SOUTH DAKOTA

1. The Franchise Agreement states that it is to be governed under the laws of a state other than South Dakota. The Franchise Agreement is amended to remove the provisions designating jurisdiction or venue with respect to matters in another state.

WASHINGTON

1. If any of the provisions in the Disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Disclosure document and Franchise Agreement with regard to any franchise sold in Washington.

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

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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

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

WISCONSIN

1. The Wisconsin Fair Dealership Law Ch. 135, Sections 135.01-135.07 may affect the termination provisions of the Franchise Agreement.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise

Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

On behalf of **MMI Business Brokers, LLC dba Sunbelt Business Brokers**	**Franchisee Entity**
By:_____ Jeffrey R. Harcourt	By:_____ **Franchisee** Name
Title: COO, Marathon Management Services, LLC	Title:_____

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE
MMI BUSINESS BROKERS, LLC, dba SUNBELT BUSINESS BROKERS
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is entered into as of _____, 20___.The parties to this Agreement are you, _____, as Franchisee, and us, MMI Business Brokers, LLC dba Sunbelt Business Brokers, as Franchisor, a Delaware limited liability company, with our principal office at 7100 E. Pleasant Valley Road, Suite 300, Independence, Ohio 44141.

Background. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Sunbelt Network Business that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are a resident of Illinois.

Governing Law. Section 17F of the Franchise Agreement is deleted and replaced with the following:

> All matters relating to arbitration shall be governed by the Federal Arbitration Act. This agreement will be governed by the laws of the State of Illinois as long as the jurisdictional requirements of such Illinois laws are met independently without reference to this paragraph. If the jurisdictional requirements of any Illinois law are not met independently, then this agreement will be governed by the laws of the State in which our headquarters is located.

Consent to Jurisdiction. Section 17G of the Franchise Agreement is deleted and replaced with the following:

> You hereby irrevocably consent to the jurisdiction of any state or federal court in the State of Illinois.

Entire Agreement. Section 17H of the Franchise Agreement is deleted and replaced with the following:

> This Agreement constitutes the entire agreement between you and us, and there are no other oral or written understandings or agreements between you and us (except for our representations made in the Franchise Disclosure document that you received from us) concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us.

5. Section 17K of the Franchise Agreement is deleted in entirety.

6. **Limitations of Claims**. Section 17L of the Franchise Agreement shall be governed by Section 705/27 of The Illinois Franchise Disclosure Act.

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

8. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

9. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of Illinois** is void.

The parties to this Agreement execute and deliver this Rider in multiple counterparts as of the day and year first written above.

Franchisee Entity	**On behalf of** **MMI Business Brokers, LLC dba Sunbelt Business Brokers**
By:_____	By:_____
Franchisee Name	Jeffrey R. Harcourt
Title:_____	Title: COO, Marathon Management Services, LLC

RIDER TO THE
MMI BUSINESS BROKERS, LLC dba SUNBELT BUSINESS BROKERS
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is entered into as of _____, 20___. The parties to this Agreement are you, _____, as Franchisee, and us, MMI BUSINESS BROKERS, LLC dba SUNBELT BUSINESS BROKERS as Franchisor, a Delaware limited liability company, with our principal office at 7100 E. Pleasant Valley Road, Suite 300, Independence, Ohio 44131.

Background. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland; and/or (b) the Sunbelt Network Business that you will operate under the Franchise Agreement will be located in Maryland.

1. Releases. The following is added to the end of Sections 13C(6) and 16 of the Franchise Agreement:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Insolvency. The following is added to the end of Section 14B of the Franchise Agreement:

> ; however, we and you acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

3. Waiver/Acknowledgments. The following language is added to the end of Sections17B and 20 of the Franchise Agreement:

> To the extent so required by applicable law, these waivers/acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Governing Law. Section 17F of the Franchise Agreement is deleted and replaced with the following:

> All matters relating to arbitration shall be governed by the Federal Arbitration Act. This agreement will be governed by the laws of the State in which our headquarters is located, provided, however, that Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Consent to Jurisdiction. Section 17G of the Franchise Agreement is deleted and replaced with the following:

> You hereby irrevocably consent to the jurisdiction of any state or federal court in the State in which our headquarters is located and you waive any objection you may have to the jurisdiction or venue of such court. However, subject to your arbitration obligation, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Limitations of Claims. Section 17L of the Franchise Agreement is deleted and replaced with the following:

> Any and all claims, except claims for monies due us or our affiliates, arising from or relating to this Agreement or the relationship among the parties shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date the claimant knew or should have known of the facts giving rise to such claims, provided, however, that this provision shall not act to reduce the 3 year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

The parties to this Agreement execute and deliver this Rider in multiple counterparts as of the day and year first written above.

Franchisee Entity	**On behalf of** **MMI Business Brokers, LLC dba Sunbelt Business Brokers**
By:_____	By:_____
Franchisee Name	Jeffrey R. Harcourt
Title:_____	Title: COO, Marathon Management Services, LLC

EXHIBIT H

TERMINATION AGREEMENT

This Franchise Termination Agreement is made and entered into as of _____ by and between _____ on the one part, hereinafter referred to as "_____" and MMI Business Brokers, LLC, dba Sunbelt Business Brokers ("Sunbelt"), as Licensor, a Delaware limited liability company.

WHEREAS, a written agreement was entered into on _____ by _____ and Sunbelt Business Advisors Network, Inc. in order for _____ to obtain a Franchise to engage in a business brokerage operation in the area of _____ (the Franchise Agreement).

WHEREAS, _____ has been operating a business brokerage operation in the area of _____.

WHEREAS, _____ now relinquishes _____ franchise to engage in the business brokerage operation in the area of _____.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, IT IS MUTUALLY AGREED as follows:

1. As it relates to the _____ location, _____ does hereby relinquish any and all rights to the use of the trademarks of Sunbelt and the trade names, including but not limited to, "Sunbelt Business Advisors Network", "Sunbelt Business Brokers", "Sunbelt" and/or "Sunbelt of _____" and covenants to cease and desist any and all use of such trademarks and trade names.
2. _____ does hereby agree to promptly execute such documents or take such actions as may be necessary to abandon _____ use of any assumed name containing any of Sunbelt's federally registered trademarks and remove _____ listing as a business from the yellow pages, and all other phone and online marketing.

3. _____ reaffirms all of _____ post-termination obligations and covenants set forth in the Franchise Agreement and any and all exhibits thereto.

4. Upon inquiry from third parties, Sunbelt shall inform such third parties that _____'s Franchise relationship for the _____ operation with Sunbelt has terminated.

5. _____ does hereby discharge Sunbelt, its officers, directors, employees, agents and affiliates from any and all actions, causes of action, damages, judgments, debts, losses, contracts, claims and demands of whatsoever kind and nature, including without limitations, any and all claims which could be asserted under or with respect to the Franchise Agreement.

6. _____ does hereby agree not to disparage or defame Sunbelt, its officers, directors, employees, agents, and affiliates, in any respect, or to make any derogatory comments, whether written or oral.

7. This Franchise Termination Agreement shall be binding upon and inure to the benefit of each of the parties hereto, including each of their respective successors, assigns, heirs, beneficiaries and personal representatives.

8. This Franchise Termination Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio and may be executed in mutual counterparts which, when taken together, shall consist of one and the same instrument executed as of the latest date of any such counterpart.

IN WITNESS WHEREOF, this **Franchise** Termination Agreement is entered into in the State of **STATE** as of the _____ day of _____, 20__.

MMI Business Brokers, LLC
dba Sunbelt Business Brokers
a Delaware limited liability company

By_____
Jeffrey R. Harcourt, COO
Marathon Management Services, LLC
On Behalf of MMI Business Brokers, LLC
dba Sunbelt Business Brokers

Franchisee Entity

By: _____
Full Name: _____
Title: _____

EXHIBIT I

FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR OR WITH WHICH WE HAVE HAD NO CONTACT IN THE PAST 10 WEEKS

The name and last known city, state and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of our application date are listed on the following pages. Some franchisees listed below owned multiple locations that they either sold or the locations were terminated in conjunction with these individuals leaving Sunbelt's network.

Owner	**Advertised Location Name**	**State**
Hal Janke	San Diego Coast	CA
Jon Gereige	Ventura/San Fernando Valley	CA
Scott Evert	Chicago #2 & #3	IL
Maria & Mike Gianino	St. Louis (1 of 2)	MO
Ernie Grooms	Fayetteville	NC
Pooya Mohit	Virginia Beach	VA
Stuart Cutler	Seattle 2/Olympia	WA

EXHIBIT J

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of _____ ___, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of MMI Business Brokers, LLC dba Sunbelt Business Brokers, a Delaware Limited Liability Company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a "*insert franchise name*" Business;

WHEREAS, Franchisee has notified Franchisor of its desire to renew the Agreement and Franchisor has agreed to enter into a renewal franchise agreement; and

WHEREAS, as a condition to Franchisee's ability to enter into a renewal franchise agreement, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor entering into a renewal franchise agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. _____ represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

Release: Releasor and its affiliates and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor and affiliates and its and their past and present officers, directors, agents, partners, shareholders, employees, and representatives (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever.

Miscellaneous.

a. This Release shall be construed and governed by the laws of the State of Ohio.

b. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

c. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

d. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees,

shareholders and the spouses of such individuals, renewals, franchisees, and assigns. No other party shall be a third-party beneficiary to this Release.

e. The Parties agree to do such further acts and things and to execute and Deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

RELEASOR:

FRANCHISEE

_____, a
_____

By:_____
Name: _____
Its: _____

FRANCHISEE'S OWNERS

Date _____ _____
Signature

_____
Typed or Printed Name

Date _____ _____
Signature

_____
Typed or Printed Name

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, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, 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:	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all other states not listed above, the effective date of this Franchise Disclosure Document is the issuance date of September 30, 2022.

EXHIBIT K
RECEIPTS
(PLEASE KEEP THIS FOR YOUR RECORDS)

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

If MMI Business Brokers, LLC dba Sunbelt Business Brokers offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise saleor sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this Disclosure Document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If MMI Business Brokers, LLC dba Sunbelt Business Brokers does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

FRANCHISE SELLERS:
Mark Sweeterman – 877.392.6278 ext. 617
Brian Knoderer – (317) 331-0334
7100 E. Pleasant Valley Rd., Ste. 300. Independence, OH 44131

DATE OF ISSUANCE: 9/30/2022

We authorize the agents listed in Exhibit B to receive service of process for us.

I have received a Uniform Franchise Disclosure Document dated September 30, 2022. This Disclosure Document included the following Exhibits:

A. LIST OF STATE REGULATORY AGENCIES AND ADMINISTRATORS
B. LIST OF AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT WITH SCHEDULES ATTACHED
D. FINANCIAL STATEMENTS
E. TABLE OF CONTENTS OF CONFIDENTIAL ELECTRONIC OPERATING MANUAL
F. CURRENT LIST OF FRANCHISEES
G. STATE ADDENDA
H. TERMINATION AGREEMENT
I. FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR OR WITH WHICH WE HAVE HAD NO CONTACT IN THE PAST 10 WEEKS
J. WAIVER AND RELEASE OF CLAIMS
K. RECEIPTS

Date Received: _____

Prospective Franchisee/Applicant (please sign): _____

Prospective Franchisee/Applicant (please print): _____

Spouse of Prospective Franchisee/Applicant (please sign): _____

Spouse of Prospective Franchisee/Applicant (please print): _____

Name of Business Entity: _____

EXHIBIT K
RECEIPTS
(PLEASE RETURN THIS COPY TO US)

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

If MMI Business Brokers, LLC dba Sunbelt Business Brokers offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise saleor sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this Disclosure Document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If MMI Business Brokers, LLC dba Sunbelt Business Brokers does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

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I. FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR OR WITH WHICH WE HAVE HAD NO CONTACT IN THE PAST 10 WEEKS
J. WAIVER AND RELEASE OF CLAIMS
K. RECEIPTS

Date Received: _____
Prospective Franchisee/Applicant (please sign): _____
Prospective Franchisee/Applicant (please print): _____
Spouse of Prospective Franchisee/Applicant (please sign): _____
Spouse of Prospective Franchisee/Applicant (please print): _____
Name of Business Entity: _____

Type forward slash s forward slash /s/ First Name Last Name (i.e. /s/ John Smith) on the signature line above if you consent to the electronic signing and storing of your signature. By doing so, you are signing the Authorization for Release of Information electronically and agree that your electronic signature is the legal equivalent of your manual signature on the Authorization for Release of Information.