

EXHIBIT A

SUNBELT BUSINESS BROKERS NETWORK, INC.

LICENSE AGREEMENT

RED LINE COPY

SUNBELT BUSINESS ADVISORS NETWORK, LLC

LICENSE AGREEMENT

Licensee

Date of Agreement

TABLE OF CONTENTS

<u>Section No.</u>	<u>Page</u>
1. INTRODUCTION.....	1
2. GRANT OF LICENSE.....	1
A. Grant.....	1
B. Term of Franchise.....	1
C. Full Term Performance.....	2
D. Business Office and Customer Restrictions.....	2
E. Our Territorial Restrictions.....	2
F. Reservation of Rights.....	2
3. SERVICES OF LICENSOR.....	2
4. TRAINING.....	3
5. GUIDANCE; OPERATIONS MANUALS.....	3
A. Guidance and Assistance.....	3
B. Operations Manuals.....	3
6. MARKS.....	3
A. Ownership and Goodwill of the Marks.....	3
B. Limitations on Use of the Marks.....	3
C. Discontinuance of Use of Marks.....	4
7. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION.....	4
A. Independent Contractor; No Fiduciary Relationship.....	4
B. No Liability; No Warranties.....	4
C. Taxes.....	4
D. Indemnification.....	4
8. CONFIDENTIAL INFORMATION; OTHER ACTIVITIES.....	4
A. Types of Confidential Information.....	4
B. Nondisclosure Agreement.....	5
C. Other Activities.....	5
9. FEES.....	5
A. License Fee.....	5
B. Ongoing Monthly Fees.....	5
C. Other Fees.....	5
10. OPERATION OF THE BUSINESS.....	6
A. Importance of System Image.....	6
B. Compliance with Laws and Good Business Practices.....	6
C. Insurance.....	6

TABLE OF CONTENTS

<u>Section No.</u>	<u>Page</u>
11. MARKETING.....	6
12. RECORDS.....	6
13. OWNERSHIP AND TRANSFER REQUIREMENTS.....	7
A. Transfer by Licensor.....	7
B. Transfer by Licensee.....	7
C. Conditions for Approval of Transfer.....	7
D. Death or Disability.....	8
E. Effect of Consent to Transfer.....	8
14. TERMINATION OF THE LICENSE.....	8
A. Termination by Licensee.....	8
B. Termination by Licensor.....	8
15. RIGHTS AND OBLIGATIONS OF LICENSOR AND LICENSEE UPON TERMINATION OR EXPIRATION OF THE LICENSE.....	9
A. Payment of Amounts Owed to Licensor.....	9
B. Marks.....	9
C. Confidential Information.....	9
D. Continuing Obligations.....	9
E. Non-Competition Covenant.....	10
16. SUCCESSOR LICENSE.....	10
17. MISCELLANEOUS.....	10
A. Severability and Substitution of Valid Provisions.....	10
B. Waiver Of Obligations.....	10
C. Arbitration.....	11 10
D. Cumulative Remedies.....	11
E. Costs and Attorneys' Fees.....	11
F. Governing Law.....	11
G. Consent to Jurisdiction.....	11
H. Entire Agreement.....	12 11
I. Construction.....	12
J. Waiver of Punitive Damages.....	12
K. Waiver of Jury Trial.....	12
L. Limitations of Claims.....	12
18. INJUNCTIVE RELIEF.....	12
19. NOTICES AND PAYMENTS.....	12
20. ACKNOWLEDGMENTS.....	13

TABLE OF CONTENTS

Attachments

EXHIBIT A - Territory

EXHIBIT B - Ongoing Monthly Fees

OWNER'S GUARANTY AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

SUNBELT BUSINESS ADVISORS NETWORK, LLC
LICENSE AGREEMENT

This Agreement is entered into as of _____, 20__ . The parties to this Agreement are you, _____, as Licensee, and us, SUNBELT BUSINESS ADVISORS NETWORK, LLC, as Licensor, a Delaware limited liability company, with our principal office at 474 Wando Park Boulevard, Suite 204, Mt. Pleasant, South Carolina 29464.

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 Sunbelt Business Advisors Network, LLC as “we”, “us” or “ourselves”, or in some cases as the “Licensor.” We refer to you as “you” or in some cases as “Licensee.”

Through the expenditure of considerable time and effort, we have acquired experience, skills, methods, techniques and knowledge relating to the representation of buyers and sellers in the purchase and sale of businesses, valuations in connection with the sale of businesses and the purchase and sale of franchise opportunities (new or franchise resales) (all of which are collectively referred to as the “Services”). These businesses offering the Services are known as “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 trademarks, service marks and other commercial symbols, including the mark “Sunbelt Business Brokers; “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 which may be used by you as a Licensee.

2. **GRANT OF LICENSE.**

A. **Grant.** Subject to the provisions of this Agreement, we grant to you a License (the “License” or “your License”) to operate a Sunbelt Network Business (the “Business” or “your Business”) in the territory described in Exhibit A of this Agreement (the “Territory”).

B. **Term of Franchise.** You will have the right to use the Marks and the System in the operation of your 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 license described in Section 16. Termination or expiration of this Agreement will constitute a termination or expiration of your License. The License 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 operating a business brokerage business.

C. **Full Term Performance.** You agree to perform your obligations under this Agreement 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 and Customer Restrictions.** Your business office for your Business shall at all times be physically located within the Territory and you may not use a post office box or a virtual office to comply with the requirements of this paragraph. You are required to concentrate your primary Business activities within the Territory. You must open your office within sixty (60) days of the Effective Date.

E. **Our Territorial Restrictions.** During the term of this Agreement, we will not locate, nor grant a license to anyone else to locate, an office for another Sunbelt Network Business within the Territory as long as you comply with this Agreement.

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

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

(2) operate and grant to others the right to operate Sunbelt Network Businesses that are located in 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;

(4) purchase or acquire, through merger, acquisition or otherwise, business brokerage businesses, companies or licensors which own or license business brokerage businesses, operating under names marks and systems other than 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, service marks or trademarks 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 licenses competitive businesses within the Territory.

3. **SERVICES OF LICENSOR.**

As Licensor, we will: (a) loan to you a copy of the current Operations Manuals and all revisions and updates (as described in Section 5B of this Agreement); (b) provide an initial training program; (c) provide you with ongoing assistance and guidance in the operation of your Business as described in Section 5A; and (d) provide you with the specifications for the Marks you use as described in Section 6.

4. **TRAINING.**

Before the Effective Date, we will provide an initial training program concerning the System and the operation of a Sunbelt Network Business. Such training program will be furnished at our headquarters or one of our regional training sites. You must complete the initial training program to our satisfaction. We will also provide you with optional continuing broker training sessions at our headquarters or one of our regional training sites.

5. **GUIDANCE; 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 operations manuals (the "Operations Manuals"), bulletins, written reports and recommendations, other written publications and materials, electronic mail and telephone consultations.

B. **Operations Manuals.** We will loan to you during the term of this Agreement one copy of our Operations Manuals. The Operations Manuals will contain mandatory and suggested specifications, standards and operating procedures which we prescribe from time to time for Sunbelt Network Businesses. The Operations Manuals may be modified from time to time to reflect changes in operating procedures and other aspects of operating your Sunbelt Network Business, provided that no such changes will alter your fundamental status and rights under this Agreement. You must keep your copy of the Operations Manuals current. If a dispute develops with respect to the contents of the 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 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 license 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 by us. 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.

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. **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 license agreement with us.

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 Licensee and Licensor. 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 agree to indemnify, defend and hold us, our affiliates, shareholders, directors, employees, agents, successors and assigns, harmless against and to reimburse us for all obligations and damages described in Section 7B, and any taxes described in Section 7C, for which we are held liable and for all costs we incur in the defense of any such claim brought against us, including but not limited to actual and consequential damages, attorneys', accountants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. We have the right to defend any such claim against us. Your indemnification obligations described above will continue in full force and effect after the expiration or termination 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 Manuals; and (3) marketing and promotional programs for Sunbelt Network Businesses. You acknowledge and agree that all such 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 or partnership is the Licensee, neither the shareholders, partners nor any members of their immediate families) will engage in any business brokerage activities other than through your Business, nor will you or they use any identity other than that of a Sunbelt Network licensee.

9. **FEES.**

A. **License Fee.** The license fee is _____ Dollars (\$ _____), and is payable upon execution of this Agreement. The license fee is fully earned by us upon execution of this Agreement.

B. **Ongoing Monthly Fees.** You will pay to us ongoing monthly license fees which are set forth in Exhibit B, commencing on the first day of the ~~fourth~~^{third} (4th3rd) month after you commence operations of your Business, payable on the first day of the fourth (4th) month and continuing on the first day of each month thereafter, for the remainder of the term of this Agreement. License fees not paid within ten (10) days of the due date will be subject to a late fee equal to the lesser of: ten percent (10%) of the delinquent amount or the highest applicable legal rate for open account business credit in your state. You acknowledge that your failure to pay all amounts when required under this Agreement shall constitute grounds for termination of this Agreement.

C. **Monthly Advertising Fee.** You shall pay a monthly advertising fee equal to twenty percent (20%) of the ongoing monthly fee set forth in Exhibit B to an advertising fund (the "Fund") administered by the franchise advisory council established by us (the "Council"). The Council will make recommendations regarding the use of Fund monies which must be approved by a majority of Sunbelt Network Businesses.

D. **Other Fees.** We may offer you services not offered under the terms of this License on an optional basis which you may or may not elect to utilize. If you elect to utilize such services, you agree to pay for such services within ten (10) days of the payment due date.

E. **Services Approved by Council.** In addition to the monthly advertising fees described above, there may be services utilized by you which may be recommended or required

by the Council in accordance with its policies and procedures. You agree to pay for such services within ten (10) days of the payment due date.

10. **OPERATION OF THE BUSINESS.**

A. **Importance of System Image.** You acknowledge that our standards are important to you, to us and to other licensees 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 Operations Manuals, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement.

B. **Compliance with Laws and Good Business Practices.** You agree to secure and maintain in force in your name all required licenses, permits and certificates. You agree to operate your Business in full compliance with all applicable laws, ordinances and regulations, and pay all taxes applicable to your Business; including any law, ordinance or regulation relating to terrorist activities. You shall, in all dealings with customers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

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 will attempt to arrange group policies providing such coverage and, if you elect to participate in any such group coverage, you shall pay your pro-rata share of the premium. 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. 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.

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 violate any state or federal laws, rules or regulations or that are considered by us, in our sole discretion, to constitute an unauthorized use of our Marks.

12. **RECORDS.**

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 to us, for inspection and /or copying, such records and reports as we may require from time to time.

13. **OWNERSHIP AND TRANSFER REQUIREMENTS.**

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

- (1) the transferee must have sufficient business experience, aptitude and financial resources to operate a Sunbelt Network Business;
- (2) the Licensee must pay such monthly License fees and any other amounts owed to us or our affiliates which are then due and unpaid;
- (3) the transferee must have completed our training programs;
- (4) you or the transferee must pay to us a training and assignment fee in an amount equal to fifty percent (50%) of our then current license (or comparable) fee to defray training and other expenses incurred by us in connection with the transfer; provided that in no event shall the transfer fee be less than five thousand dollars (\$5,000.00);
- (5) the transferee must sign our then current form of license agreement, which may provide for different fees, rights and obligations than are provided in this Agreement; and
- (6) you must execute a general release, in form satisfactory to us, of any and all claims against us, our affiliates and our officers; directors, employees and agents.

If the proposed transfer is to or among owners of Licensee or to or among the immediate family members of Licensee (and, if a corporation or partnership is the Licensee, the members of the immediate family of any shareholder or partner), the requirements contained in (3) and (4) above will not apply if the transferee has already completed training.

D. **Death or Disability.** If you (or any person owning a controlling interest in Licensee where Licensee is a corporation) die or become 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 six (6) 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.

14. **TERMINATION OF THE LICENSE.**

A. **Termination by Licensee.** You have the right to terminate this Agreement by giving us written notice of such termination at least thirty (30) days in advance of such termination.

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

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

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

(3) 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;

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

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

(6) 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; or

(7) fail on two (2) or more separate occasions within any period of twelve (12) consecutive months, to pay when due any amounts due to us or our affiliates, or otherwise fail to comply with this Agreement, whether or not those failures to comply are corrected after you receive notice of default.

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

(i) 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

(ii) 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 LICENSOR AND LICENSEE UPON TERMINATION OR EXPIRATION OF THE LICENSE.**

A. **Payment of Amounts Owed to Licensor.** 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.

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 Licensee; (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 or other commercial symbol that suggests or indicates an association with us; (c) return to us, 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 relating to your use of any Mark; (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 to immediately return to us your copies of the Operations Manuals and 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 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 within the Territory and/or within an area that is within a fifty (50) mile radius of (x) the Territory; or (y) any other Sunbelt Network Business.

16. **SUCCESSOR LICENSE.**

We currently plan to offer Licensees the opportunity to enter into a successor license for a successor franchise term of five (5) years upon expiration of the term of the License Agreement. ~~If, in our sole discretion, we offer you the opportunity to enter into a successor franchise, you provided that you pay us a renewal fee in the amount of \$500 and you have substantially complied with this Agreement during its term.~~ You must execute our then current form of License Agreement and all other agreements and documents then customarily used by us in the grant of franchises for Sunbelt Network Businesses. ~~The term of the successor franchise will be for ten (10) years and you~~ You will also be required to execute a general release of all claims against us. ~~In determining whether or not to offer you a successor franchise, we will consider a variety of factors, including whether you have substantially complied with the terms of this Agreement, and have paid all monies owed to us or to our affiliates.~~

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 Licensees 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, our officers, directors, agents, employees and attorneys (in their representative capacity) and you (and your owners and guarantors, if applicable), excluding claims relating to 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 Section 17E. 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.

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 Licensees under this Agreement, whether or not as partners or joint venturers, their obligations and liabilities to Licensor 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 us 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 Operations Manuals will be deemed delivered at the time of delivery by hand, one (1) business day after sending by overnight courier 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 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 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 Offering Circular 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 license 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 license 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.

**SUNBELT BUSINESS ADVISORS
NETWORK, LLC**

LICENSEE (Print Name)

LICENSEE (Signature)

By: _____
Title: _____

Social Security Number