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FRANCHISE DISCLOSURE DOCUMENT MURPHY BUSINESS & FINANCIAL CORPORATION A Florida Corporation

513 North Belcher Road, Clearwater, Florida 33765 (727) 725-7090 www.murphybusiness.com franchiseinfo@murphybusiness.com

Murphy Business & Financial Corporation® businesses offer business brokerage, business valuations, business consulting, mergers and acquisitions, commercial real estate, franchise sale referrals, machinery and equipment, appraisals and related products and services. We offer 2 franchises (1) franchises for the right to develop and operate a single Murphy Business & Financial Corporation Business ("MurphyTM Business"), and (2) Murphy Business & Financial Corporation Regional Developer franchises ("Murphy Regional Developer Business") for the right to recruit and provide services to Murphy Business franchisees in a regional territory, and establish and operate at least one Murphy Business as a Regional Location in the Regional Territory

The total initial investment necessary to begin operation of a Murphy Business ranges from \$45,750 TO \$113,600 This includes \$39,200 to \$66,200 that must be paid to us or an affiliate The total initial investment necessary for a conversion franchisee to convert and begin operation of a Murphy Business ranges from \$21,650 to \$52,200 This includes \$21,900 or \$29,200 that must be paid to us or an affiliate The total initial investment necessary to begin operation of a Murphy Regional Developer Business ranges from \$112,525 to \$236,300 This includes \$75,900 to \$151,2000 that must be paid to us or an affiliate

This Disclosure Document summarizes certain provisions of your Franchise Agreement and/or Regional Development 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 payments to the franchisor or an affiliate in connection with the proposed franchise sale or area development rights sale NOTE, HOWEVER, THAT NO GOVERNMENT AGENCY HAS VERIFIED THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT.

You may wish to receive your disclosure documents in another format that is more convenient for you. To discuss the availability of disclosure documents in different format, contact Sandee Devine at 513 North Belcher Road, Clearwater, Florida 33765, (727) 725-7090 (s.devine@murphybusiness.com)

The terms of your contract (your Franchise Agreement and/or Regional Development Agreement) will govern your franchise relationship Do not rely on the Disclosure Document alone to understand your contract Read all of your contracts carefully Show your contracts in this Disclosure Document to an advisor, like a lawyer or an accountant

Buying a franchise is a complex investment 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, N W, Washington, D C 20580 You can also visit the FTC home page at www ftc gov For addition information, call your state agency or visit your public library for other sources of information on franchising

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

ISSUANCE DATE



STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit "A" for information about the franchisor, or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

- THE FRANCHISE AGREEMENT AND REGIONAL DEVELOPER AGREEMENT REQUIRES THAT YOU RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN PINELLAS COUNTY, FLORIDA OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE WITH THE FRANCHISOR IN FLORIDA THAN IN YOUR HOME STATE
- THE SIZE OF YOUR TERRITORY IS DETERMINED IN OUR SOLE BUSINESS JUDGMENT AND MAY DIFFER SIGNIFICANTLY AMONG FRANCHISEES AND DEVELOPERS
- THE FRANCHISE AGREEMENT AND REGIONAL DEVELOPER AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- 4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

Effective Dates See next page for state effective dates

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