



## SECURITIES SALE ADDENDUM

This Securities Sale Addendum (this "Addendum") is dated \_\_\_\_\_ and is entered into between \_\_\_\_\_ ("Broker"),  
a member of the Georgia Association of Business Brokers, and \_\_\_\_\_ ("Client").

Broker and Client are parties to:

a Buyer Brokerage Agreement

an Exclusive Listing Agreement

dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") relating to the potential purchase and sale of the assets  
of \_\_\_\_\_ (the "Business")  
to \_\_\_\_\_ ("Buyer").

The Agreement was entered into under the assumption that the sale of the Business would be effected as a purchase and sale of assets, but the Buyer and Seller have decided to structure the sale of the Business as a purchase and a sale of securities (the "Transaction") or in some other form that potentially implicates federal or state securities laws. As required by the Agreement, Broker and Client make further agreements regarding their relationship.

THE PARTIES, intending to be legally bound, hereby agree as follows:

**1. Limitations on Role of Broker:** From this point forward, Broker's role in the Transaction will be limited to that of a "finder". Broker's compensation, which will not change, is for Broker's service as a "finder" and will be in the nature of a finder's fee. Broker's activities will necessarily be limited to:

- (a) transmitting documents between the parties;
- (b) valuing the assets of the Business as a going concern;
- (c) providing Client with administrative support; and
- (d) providing introductions to lenders and assisting with completion of the paperwork associated with loan applications.

Broker will not otherwise be involved in negotiating the terms of the Transaction, nor offer advice to either party to the Transaction about the value of the securities, other than valuing the assets of the Business as a going concern. Broker will not handle funds on behalf of any party to the Transaction, or have the authority to act on the behalf of either party to effect the Transaction. Except for the limited activities described above, Broker will not assist any party to the Transaction with obtaining financing, other than providing uncompensated introductions to third-party lenders or help with completing the paperwork associated with loan applications. Except to the extent that provisions of any previous agreements between Broker and Client regarding the services to be provided by Broker are amended as a result of this Agreement, all other provisions of any existing agreements between Broker and Client, including provisions regarding compensation to Broker, remain in full force and effect. The foregoing limitations shall only apply to this Transaction and shall not apply to a sale of the Business structured as a sale of the Business's assets.

**2. Representations and Warranties of Client:** Client represents and warrants to Broker as follows:

- a) the business is a going concern and is not a "shell" organization;
- b) the business satisfies the size standards for a "small business" pursuant to the Small Business Size Regulations issued by the U.S. Small Business Administration (13 C.F.R. Section 121.101 *et seq.*);
- c) to Client's knowledge, only assets were advertised or otherwise offered for sale by Broker;
- d) if the Transaction is effected by a sale of securities, it will be a conveyance of all the Business's equity securities to a single purchaser or group of purchasers formed without the assistance of Broker; and
- e) Broker has not advised the parties to the Transaction whether to issue securities, or otherwise to effect the transfer of the Business by means of securities, or assessed the value of any securities sold (other than by valuing the assets of the Business as a going concern).

3. Special Stipulations

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BROKER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned personally guarantees the full, faithful, and timely performance of this agreement by Client:

**If Client is Seller, complete the below information:  
Also agreed to by all Shareholders/Owners:**

\_\_\_\_\_ %  
\_\_\_\_\_  
\_\_\_\_\_ %  
\_\_\_\_\_  
\_\_\_\_\_ %  
\_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Home Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Home Phone