MMG EQUITY PARTNERS

INTRODUCTION AND STANDARD FEE AGREEMENT

Date: ____________________

Broker:

Name: ____________________________________

Firm Name: ____________________________________

Address: ____________________________________

Florida Real Estate License #: ____________________ (active license required — see Section 9)

This letter ("Agreement") confirms that you ("Broker") have brought

Property Name: ____________________________________

Property Address: ____________________________________

(the "Target Property") to the attention of MMG Equity Partners, or an affiliated acquisition entity designated by MMG for purposes of consummating a Transaction (collectively, "MMG"), as a potential off-market acquisition opportunity. Broker and MMG are each a "Party" and collectively the "Parties." No fee will be due or payable to the extent MMG (including any partner, officer, or employee of MMG, whether or not involved in this Agreement) has previously been introduced to the Target Property, or to the seller of the Target Property, whether by Broker, another broker, or directly, and MMG advises Broker of such prior introduction within seven (7) days of MMG countersigning this Agreement.

1. Introduction Fee

In consideration for Broker having introduced MMG to the Target Property, and provided Broker arranges a substantive conversation and exchange of information with the seller (or seller's representative) within thirty (30) days of the date of this Agreement, in the event MMG (or an affiliate) closes an acquisition of the Target Property (a "Transaction") on or before the first anniversary of MMG's initial substantive conversation with the seller following Broker's introduction, Broker will be entitled to a fee (the "Introduction Fee"), paid in cash at the closing of the Transaction, calculated as follows:

- Two percent (2%) of the Aggregate Consideration (as defined below) up to and including $10,000,000; plus
- One and one-half percent (1.5%) of any Aggregate Consideration in excess of $10,000,000.

Example (illustrative only): *on a Transaction with Aggregate Consideration of $16,750,000, the Introduction Fee would equal $200,000 (2% of the first $10,000,000) plus $101,250 (1.5% of the remaining $6,750,000), for a total of $301,250.*

MMG and its affiliates shall have the sole and discretionary right to decide whether or not to pursue or consummate a Transaction with respect to the Target Property. MMG has no obligation to pursue any Transaction, and no fee of any kind is owed unless and until a Transaction actually closes.

2. Aggregate Consideration

"Aggregate Consideration" means, without duplication, everything of value paid or payable by MMG (or its affiliate) to the seller of the Target Property in connection with the Transaction, including cash, assumption of indebtedness (other than ordinary-course prorations and closing credits customary in South Florida commercial real estate closings), and any deferred or contingent consideration. Aggregate Consideration excludes: (a) prorations, credits, and adjustments customary at closing (taxes, CAM, security deposits, and similar items); (b) buyer's transaction costs (title, survey, environmental, legal, and financing costs); and (c) any consideration for which a corresponding assumed liability exists. If any portion of the consideration is deferred or contingent, the corresponding portion of the Introduction Fee is payable only when and if MMG actually pays that deferred or contingent amount.

3. Vehicle Allowance / Cash Election

Threshold. The benefit described in this Section 3 applies only if the Transaction's Aggregate Consideration exceeds **$10,000,000** — the same threshold at which the Introduction Fee rate in Section 1 steps down from 2% to 1.5%. Transactions at or below this threshold are eligible for the Introduction Fee under Section 1 only; no vehicle or cash allowance applies.

Election. For a qualifying Transaction, Broker may elect, no later than the closing of the Transaction, either of the following (an election, once made, is irrevocable):

- Vehicle Allowance. MMG will reimburse Broker up to $5,000 toward amounts due at signing, plus up to $1,200 per month for thirty-six (36) consecutive months, toward a thirty-six (36) month lease that Broker enters into in Broker's own name (not MMG's name) for either a base-model BMW 7 Series or a base-model Cadillac Escalade, Broker's choice. Reimbursement is contingent on Broker furnishing MMG with (i) a fully executed lease agreement showing Broker as the sole lessee, and (ii) proof of personal automobile insurance naming Broker as the named insured, before the first reimbursement is paid, and monthly thereafter upon request.
- Cash Allowance. In lieu of the Vehicle Allowance, Broker may instead elect to receive $5,000 upon closing, plus $1,200 per month for thirty-six (36) consecutive months, paid directly to Broker with no vehicle lease or purchase required.

No MMG Title or Insurance Obligation. Under either election, MMG is not a party to, guarantor of, titleholder under, or named insured on any vehicle lease. Broker is solely responsible for all lease obligations, insurance, maintenance, registration, taxes, excess wear-and-tear charges, excess mileage charges, and any disposition or termination fees. MMG's sole obligation is the reimbursement or cash payments described above, subject to the conditions of this Section 3.

Tax Treatment. Amounts paid under this Section 3, whether as vehicle-lease reimbursement or as a cash allowance, constitute ordinary taxable income to Broker in the year paid. MMG will report such amounts, together with the Introduction Fee, on IRS Form 1099-NEC. Broker is solely responsible for all applicable federal, state, and local taxes on amounts received under this Agreement.

Discontinuation. MMG's obligation to make payments under this Section 3 terminates immediately, without further liability, if Broker's Florida real estate license (see Section 9) lapses, is suspended, or is revoked at any time during the 36-month payment period.

4. No Fee-Sharing

Under no circumstances shall Broker (or, if Broker is an entity, any member, manager, owner, officer, director, or employee of Broker) share any part of the Introduction Fee or the Section 3 benefit with any other person or entity, except with MMG's prior written consent in its sole discretion. To the extent any third party with whom Broker is associated makes a claim for a broker's or finder's fee related to the Transaction, Broker is solely responsible for resolving and satisfying that claim.

5. Term and Termination

This Agreement automatically terminates one (1) year from the date first written above, provided that either Party may terminate on ten (10) days' written notice to the other. If MMG terminates this Agreement before the one-year anniversary and a Transaction with respect to the Target Property nonetheless closes before that anniversary, Broker remains entitled to the Introduction Fee and, if applicable, the Section 3 benefit, as set forth herein —

except that if MMG terminates this Agreement for Cause, MMG has no further obligation under this Agreement from and after the date of such termination. “Cause” means MMG's reasonable determination that Broker has materially violated this Agreement, breached a representation or warranty herein, or been finally determined by a court or regulator to have violated a law, rule, or regulation reasonably relevant to Broker's performance under this Agreement — including, without limitation, practicing real estate brokerage without an active license.

6. No Agency; No Authority to Bind

Broker is not an agent of MMG, is not authorized to make any representation on MMG's behalf, and has no authority to bind MMG to any Transaction or other commitment. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties. Broker will not provide any materials regarding MMG to the seller of the Target Property, or to any third party, without MMG's prior written consent, and will not seek or accept compensation from the seller or its affiliates in connection with the Transaction.

7. Co-Brokerage Registration

If the Target Property is being marketed by a listing broker (e.g., CBRE, JLL, or similar), Broker will promptly execute any co-brokerage registration, confidentiality agreement, or similar document that listing broker requires in order for Broker to be recognized in connection with MMG's pursuit of the Target Property, and will provide MMG with a copy of any such executed document upon request. Broker's compliance with this Section 7 is a condition of Broker's entitlement to the Introduction Fee and any benefit under Section 3. MMG is not responsible for, and Broker will indemnify and hold MMG harmless from, any claim by a listing broker or other intermediary arising from Broker's failure to disclose its involvement or to complete required registration in connection with the Target Property.

8. Confidentiality

Broker will keep the terms of this Agreement, and any non-public information MMG shares regarding its acquisition strategy, underwriting, or the Target Property, confidential, and will not disclose such information except to Broker's professional advisors on a need-to-know basis or as required by law.

9. Florida Real Estate License Representation

Broker represents and warrants that, as of the date of this Agreement and continuously through payment of any amount hereunder, Broker holds an active, unrestricted Florida real estate broker's or sales associate's license (License #: ____________________), and that receipt of the Introduction Fee and any Section 3 benefit for procuring the introduction described herein does not violate Chapter 475, Florida Statutes, or any other applicable law. **MMG will not pay any amount under this Agreement to a person or entity that does not hold an active Florida real estate license at the time payment is due.**

10. Governing Law; Dispute Resolution

This Agreement is governed by the laws of the State of Florida, without regard to conflicts-of-law principles. Any dispute arising under or relating to this Agreement will be resolved by binding arbitration in Miami-Dade County, Florida, in accordance with the rules of the American Arbitration Association. Neither Party is entitled to special, punitive, or consequential damages.

11. Miscellaneous

This Agreement, together with the exhibits (if any), constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions on that subject. An electronic signature or electronic copy of a signature has the same effect as an original, and this Agreement may be executed in counterparts.

Please sign below to indicate your acceptance of and agreement with the foregoing.

MMG EQUITY PARTNERS

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

ACCEPTED AND AGREED — BROKER:

By: ______________________________________

Name: ______________________________________

Florida Real Estate License #: ______________________________________