

EXPENSE SHARING AGREEMENT

THIS AGREEMENT is made and entered into this) ____th day of _____, 20_____, by and between **PARENT COMPANY HOLDINGS, INC. ("PCH")**, a limited liability company duly organized and existing under the laws of the State of _____ and **ABC Securities, LLC ("ABC Securities")**, a limited liability company duly organized and existing under the laws of the State of _____. (PCH and ABC Securities collectively referred to as the "Parties" and each individually as "Party".)

-- WITNESSETH --

Whereas, the Parties desire to enter into this Expense Sharing Agreement in consideration of the mutual covenants and agreements contained herein and for the benefits and uses flowing there from to each of them, respectively, as a result hereof, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and for their mutual reliance.

Now Therefore, the Parties contract and agree as follows:

1. ABC Securities as a FINRA member broker dealer and PCH as an affiliate will maintain copies of this Agreement and retain all copies of invoices which will be sent to ABC Securities by PCH each month ("Monthly Invoice") (see attached Exhibit A for an sample invoice).
2. The Monthly Invoice shall list the expenses paid by **PCH** on behalf of ABC Securities and which ABC Securities shall reimburse PCH each month. The expenses that will be listed on the Monthly Invoice shall include:
 - a. **Insurance charges including group insurance, workers compensation and general liability.**
 - b. **Rent allocation pertaining to XX.X% of PCH's office square footage in CITY, STATE being used by ABC Securities.**
 - c. **Charges pertaining to use of PCH's in-house computer technician which shall be invoice on a per use basis.**
 - d. **Overhead charges pertaining to utilization of certain PCH employees as independent contractors. Charges pertain to the base salary of each individual along with their benefits according to utilization of their time by PCH.**
 - e. **Telephone charges pertaining to XX.X% of PCH's office monthly telecommunication charge.**
 - f. **Miscellaneous charge equal to XX.X% of various administration fees for banking, postage, copies, etc.**

3. It is acknowledged that the expenses paid directly by PCH on behalf of ABC Securities will be reflected on the broker-dealer firm's financial statements as reimbursements made to PCH pertaining to expenses made on behalf of the broker-dealer.
4. It is acknowledged that the expenses paid directly by ABC Securities as a broker-dealer firm will be directly reflected on the firm's financial statements.
5. It is acknowledged that there is no obligation to PCH beyond the charges reflected on the Monthly Invoice.
6. It is acknowledged that all operating expenses paid by PCH which are not included in reports filed by ABC Securities with the FINRA or SEC will be recorded by PCH on a separate Schedule of Costs and maintained pursuant to SEC Rule 17a-4.
7. It is acknowledged by the parties that ABC Securities will permit the inspections of its books/records by the FINRA and other regulatory organizations regarding the payment or allocation of expenses by ABC Securities which are proportionately attributable to ABC Securities.
8. It is acknowledged that PCH has and will continue to provide ABC Securities with copies of expense allocation methodology and copies of invoices paid by PCH on behalf of ABC Securities.
9. It is acknowledged that expenses payable by PCH that are unpaid and attributable to ABC Securities will be included in ABC Securities' net capital contribution by adjustments which reduce net capital and increase aggregate indebtedness by the amount of such unpaid expenses, if applicable.
10. It is acknowledged that ABC Securities will notify the FINRA if and when it establishes a new Expense Sharing Agreement or whether it amends this agreement.
11. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to PCH: PARENT COMPANY HOLDINGS, INC.
ADDRESS, CITY STATE ZIP
Attention: NAME
Fax: ###-###-####

If to FIRM NAME: ABC Securities, LLC
ADDRESS, CITY STATE ZIP
Attention: NAME
Fax: ###-###-####

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

12. This Agreement constitutes the entire agreement of the parties pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether written or oral.
13. In interpreting the language of this Agreement, all parties to this Agreement shall be treated as having drafted this Agreement after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party. This Agreement may be modified only by a writing signed by each party.
14. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, and an action is filed, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.
15. This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on the all parties hereto, even though all parties are not signatory to the same counterpart.
16. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
17. This Agreement is governed by and construed in accordance with the laws of the State of _____.
18. Legal Responsibilities: PCH is legally obligated to vendors for costs attributable to the activities of ABC Securities, which are paid for by PCH and reimbursed by ABC Securities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: _____

By: _____

Title: _____

Title: _____