FRANCHISE DISCLOSURE DOCUMENT

Franchisor BEE ORGANIZED ENTERPRISES, LLC
Type of Business Organization Limited Liability Company
Business Address 4227 West 104th Terrace, Overland Park KS 66207
Telephone Number (913) 735-6409
Home Page www beeorganized com

BEE ORGANIZED

The franchise offered is for the business of professional in-home organization services which include evaluation of areas for streamlining and organization and assistance in determining items to retain and discard, then determining and organizing each area, as well as haul away and related services, under the name of Bee Organized® and which is owned by BEE ORGANIZED ENTERPRISES, LLC and its affiliated companies The initial entrance or franchise fee is $30,000 00 for a franchise, as described in Items 5 and 6 The amount of the franchise fee may vary dependent upon the location of a franchise and the number of franchises purchased

The total investment necessary to begin operation of a Bee Organized Enterprises, LLC , franchised business is between $40,000 00 to $50,000 00, dependent upon the size and location of your Territory This includes $30,000 00 franchise fee and between $3,000 00 and $6,000 00 for marketing

This disclosure document summarizes certain provisions of your franchise 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 payment to, the franchisor or an affiliate in connection with the proposed franchise sale **Note however that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship Don't rely on the disclosure document alone to understand your contract Read all of your contract carefully Show your contract and this disclosure document to an advisor, like a lawyer or accountant

Buying a franchise is a complex investment The 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, NW Washington D C 20580 You can also visit the FTC's home page at www ftc gov for additional information Call your state agency or visit your public library for other sources of information on franchising

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

Issuance Date January 1, 2019

STATE COVER PAGE-BEE ORGANIZED ENTERPRISES, LLC

Your state may have a franchise, business opportunity or other law that requires a franchisor to register or file with a state franchise administrator or other agency before offering or selling in your state REGISTRATION OR ACCEPTANCE OF A FILING OF A FRANCHISE OR A BUSINESS OPPORTUNITY BY A STATE DOES NOT MEAN THAT THE STATE HAS REVIEWED OR RECOMMENDS, APPROVES OR ENDORSES THE FRANCHISE OR BUSINESS OPPORTUNITY, OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit C 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

1 THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE OR ARBITRATE WITH COMPANY ONLY IN KANSAS* OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE IN KANSAS THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT KANSAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS TO SEE IF YOUR STATE REQUIRES THAT YOUR STATE LAW GOVERNS THIS AGREEMENT (State Administrators are listed on Exhibit C)

3 YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS

We do not currently use the services of a FRANCHISE BROKER or referral source, to assist us in selling our franchise You should be sure to do your own investigation of the franchise

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	July 3, 2018

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EXHIBITS

ACKNOWLEDGMENTS

1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is BEE ORGANIZED ENTERPRISES, LLC For ease of reference, Bee Organized Enterprises, LLC , will be referred to as "BEE ORGANIZED", "we", or "us" We will refer to the person who buys the franchise as "you" throughout the Disclosure Document If you are a corporation, limited liability company, partnership or other legally recognized entity your owners will have to personally guarantee and be bound by the obligations contained in the franchise agreement to be signed by you as described in this Disclosure Document

A The name of the Franchisor is Bee Organized Enterprises, LLC

B We primarily do business under our company name of Bee Organized®

C Our current principal business address in the United States is 4227 West 104th Terrace, Overland Park KS 66207 We have certain predecessors or affiliates as defined in the Disclosure Document guidelines Through predecessors and affiliates these companies have been in the business of professional organization since August 2015 Bee Organized LLC is a Kansas domestic limited liability company organized August 18, 2015 Bee Organized LLC owns Bee Organized Enterprises, LLC, a Kansas domestic limited liability company organized August 17, 2017 Unless otherwise set forth in Exhibit C, our agent for service of process is Mark W Arensberg, 8000 Foster, Overland Park, Kansas 66204 We through our affiliates own the rights to the name Bee Organized® and Simply Your Hive (pending)

D **The Business of the Franchise.** We franchise the business of offering professional in-home organization services which include evaluation of areas for streamlining and organization and assistance in determining items to retain and discard, then determining and organizing each area, as well as haul away and related services (the "Franchised Business") under the "BEE ORGANIZED®" trade names and service marks (the "Marks") using certain marketing techniques, business methods, business forms, business policies and a body of knowledge pertaining to the establishment and operation of the Franchised Businesses (the "System and sometimes the "Concept') The franchise offered is for the right to operate a Bee Organized® business using the Marks and the System at a specific location sometimes also referred to as the ("Territory" or "Brand Territory") You must sign our franchise agreement (the "Franchise Agreement") when you purchase a franchise The Franchise Agreement provides for identification of you as either a "First" franchise if you are starting your first Bee Organized® Franchise Business or an "Additional" franchise if you are already operating a Bee Organized® Franchise Business

Competition Your competitors would include national, international and local professional organization businesses The market for professional organization in general is developed, and we believe the market for professional organization continues to expand

Regulations We are not aware of regulations specific to the operation of your franchise with which you must comply You will be required to comply with all local, state and federal laws applicable to the operation of any business There may be other laws applicable to your business and we urge you to make further inquiries about these laws

Operating BEE ORGANIZED Businesses As of December 31, 2018, we listed four (4) operating BEE ORGANIZED businesses in the United States (one franchised and one company owned)

In forming this franchise program, we have chosen to combine and operate under the BEE ORGANIZED® name We have obtained a license to use and sublicense the use of the Mark and the System (See Item 13) We have not offered franchises of the type to be offered prior to September, 2017, either through Bee Organized, LLC or Bee Organized Enterprises, LLC Neither we nor our affiliates have offered franchises, or engaged in, any other lines of business

2. BUSINESS EXPERIENCE

KRISTEN CHRISTIAN- Chief Marketing Officer and co-founder of Bee Organized Kristen has a broad range of sales and marketing, entrepreneurship and business development experience, in both a large corporate setting to a locally-owned small business Kristen is a member of NAPO (National Association of Productivity & Organizing) and working on her certification as a specialist in the field

LISA FOLEY- Chief Executive Officer and co-founder of Bee Organized Lisa's business experience includes sales, entrepreneurship, operations, and business development She was Vice President of a staffing firm and has owned her own photography business and helped start and then develop/grow her husband's insurance business Lisa manages the overall operations of both Bee Organized KC and Bee Organized Enterprises She is involved in the day to day details of running the business from managing finances and staff to servicing clients Lisa is a member of NAPO (National Association of Productivity & Organizing) and is working on her certification as a specialist in the field

SCOTT SJOBERG- President of Bee Organized Enterprises Scott has more than 26 years of experience in sales, marketing, entrepreneurship and business development For the past 8 years Scott has also owned a franchise (as a founding owner and operator of another franchised service business-related to the healthcare industry) Scott is responsible for leading Bee Organized's national growth efforts in identifying and developing territories and securing new, qualified franchisees

3. LITIGATION No litigation is required to be disclosed in this item

4. BANKRUPTCY No bankruptcy information is required to be disclosed in this item

5. INITIAL FEES

For a BEE ORGANIZED® franchise, the initial entrance or franchise fee is $30,000 00 The initial franchise fee is not refundable The amount of the initial franchise fee may vary dependent upon the location of the franchise and number of franchises purchased which are determined on a case by case basis and there is no range of fees currently available

There are no other fees or payments you would pay us before you open for business The total of all of the above initial fees to us are $30,000 00 For franchises in certain States such as California, payment of these initial franchise fees are deferred per Item 5 of each state's Addendum, including without limitation California

6. OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Training/Business meeting	Cost of transportation, lodging and other expenses	As incurred	Varies depending on subject matter See item 11
Transfer fee	Two-thirds of the then current initial franchise fee for a "first" franchise	At time of transfer	If you transfer franchise to a wholly owned corporation or similar legal entity, we charge for our legal expenses and related costs but no transfer fee is due

Audit	Cost of inspection or audit	As incurred	Payable only if you fail to furnish reports or records or if the audit reveals you have understated your Gross Sales by more than 2%
Interest	1 5% per month on past-due amounts	As incurred	Payable to us
Late Fee	$250 for each notification, non-sufficient funds check or demand for payment	As incurred	Payment Demands, non-sufficient funds checks & other Franchise Agreement violations- i e failure to timely provide reports & financial statements
Royalties	8% of monthly Gross Sales	Monthly	Payable to us throughout the term
Advertising	2% of Annual Gross Sales	Annually	Initially payable to your advertising vendors or to us in the future
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your operations
System of Fines	None at this time	N/A	

(1) Gross Sales (both monthly and annually) include all revenue collected by franchisee from any and all sales and business activities of the franchised business

(2) At your request, we will provide additional assistance beyond our standard support, at a cost to you based on our then current daily fee for the respective personnel performing such assistance plus other reasonable expenses including all transportation, lodging and other expenses

(3) Any past due amounts Franchisee owes to Franchisor or its affiliates shall bear interest, compounded from the date due until fully paid, at the rate of one and one-half percent (1 5%) per month, provided however, in the event such rate exceeds the maximum rate allowable by applicable law, such amounts will bear interest at such maximum rate allowable under applicable law For example, the highest allowable rate allowed by California is 10% annually

(4) All fees are imposed by and payable to us and are non-refundable

(5) Although we require you spend at least 2% each year of your Annual Gross Sales on regional and local advertising and promotion, all such amounts are initially payable to your advertising vendors as incurred However, in the future we may develop our own "Brand" Marketing programs and require our franchisees (including you) to contribute towards the cost However, your required contribution towards any "Brand" marketing we develop, shall count towards your 2 % minimum marketing expenditure requirement referenced above

7. **ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT (assumes average Territory is $45,000 00)

Type of Expenditure	Actual or Estimated Amounts	Method of Payment	When Due	To Whom Payment is To Be Made
Initial Franchise Fee (1)	$30,000	Lump Sum	on signing Franchise Agreement	Us (2)
Travel & Living Expenses During Training	$900 to $1,000	As incurred	Prior to Opening	Other suppliers
Office Supplies, Equipment and furniture	$100 to $150	As incurred	Prior to Opening	Other suppliers
Business Insurance	$150 to $350 (per month)	As incurred	Each year	Other suppliers
Printing Costs- bus Cards, etc	$200 to $600 /yr	As incurred	Each year	Payable to third party
Web Domain	$25 /yr	As incurred	Each Year	Payable to third party
Computer Equipment	$750 to $2,000	As incurred	Prior to Opening	Other suppliers
Google Suite	$120 /yr	As incurred	Each Year	Payable to Third party
Computer Software	$1017 60/yr	As incurred	Each Year	Payable to Third party
Accounting and Legal Professional Fees	$800 to $2,500	As incurred	Prior to Opening	Payable to Third parties
Ongoing Accounting	$1,200 to $2,500	As incurred	Each Year	Payable to Third party
Grand Opening Advertising	$500 to $1,000	Lump Sum	Between 1 month before and 3 months after scheduled Territory Opening	Other Suppliers
Additional Funds for 1st 90 days (3)	$0 00			
TOTAL	$35,726 60 to $38,762 60	---	---	---

Explanatory Notes to Table

(1) Initial Franchise Fee As described in Item 5, for a BEE ORGANIZED franchise, the initial franchise fee is $30,000 00

(2) References to "Us" in this table and elsewhere refers to Bee Organized Enterprises, LLC (currently all of the expenditures in this table referencing Us are paid to Bee Organized Enterprises, LLC)

(3) Additional Funds This item estimates your initial startup expenses These expenses do not include any draw or salary for you These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business Your costs will depend on factors such as how thoroughly you follow our methods and procedures, your personal discipline, dedication and

commitment; your sales-ability, your management skill, experience and business acumen, local economic conditions, the local market for your services, the prevailing wage rate, location of your Territory and lease rates and expenses, advertising expenditures, competition, and the sales level reached during the initial period These estimates are provided solely to indicate possible working capital requirements and we make no representation that any franchise will experience these costs We relied on the experience of opening and operating other professional organization businesses, however expenses will also vary significantly by location

(4) You should review these figures carefully with a business advisor before making any decision to purchase the franchise

(5) We do not offer financing directly or indirectly for any part of the initial investment The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have, and lending policies of financing institutions

(6) Amounts paid to others may not be refundable

(7) All amounts owed to us are the personal obligation of each individual owner of franchisee and are secured by a Security Agreement in all proceeds and other collateral per the Franchise Agreement

8. <u>RESTRICTIONS ON SERVICES</u>

Restrictions on services you may offer. No packing or moving services shall be offered by Franchisee

Operating and Maintaining the Franchised Business You must operate and maintain the Franchised Business, at your sole cost and expense, in accordance with our specifications and procedures contained in the Company Operating Guidelines as defined in the next paragraph, as available You must use only those items, equipment, inventory, décor, supplies, apparel and signs, that we have approved for a Franchised Business as meeting our specifications and standards for appearance, function, trade dress, design, quality and performance and to purchase or lease them only from qualified suppliers

Purchase and Maintain Insurance. You must at all times during the term of the Franchise Agreement maintain in force at your sole expense such insurance coverage as we may, in our sole discretion, prescribe from time to time, including but not limited to workmen's compensation, comprehensive public liability and property damage, vehicle liability, business interruption and general and umbrella coverages Such insurance coverage must be maintained under one or more policies of insurance of the types and containing such terms and conditions and minimum liability protection in such amounts, as are specified from time to time by us and issued by insurance carriers rated "AAA" by A M Best Company Although amounts and types of insurance are not currently specified by Franchisor, we may from time to time set and then later increase the minimum amount of coverage required under any policy and require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances All insurance policies required hereunder must name us (and our officers, directors, shareholders and employees) as additional insured's, contain a waiver by the insurance carrier of all subrogation rights against us, and must provide that we will receive thirty (30) days advance written notice of termination, expiration or cancellation or modification of any such policy Prior to your commencement of operations, and annually thereafter, you agree to furnish to us a copy of the certificate, or other evidence of the insurance, renewal, or extension of each such insurance policy, together with evidence of payment of premiums, evidencing the required limits if any are specified If you do not maintain such insurance as required, we may, at our option and in addition to our other rights and remedies, but shall not be obligated to, obtain such commercially reasonable insurance and keep the same in full force and effect on our behalf, and you shall reimburse us for all premiums and other expenses incurred by us in connection with obtaining such insurance

Computer Software Our computer and certain related reporting requirements are provided in Item 11 of this Disclosure Document

9. FRANCHISEE'S OBLIGATIONS

A. This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

Obligation	Section in Agreement	Disclosure document item
a Initial and ongoing training	Sections 4A, 4B, 4C, 4D, 5D, 5P, 7B	Items 6, 7, 9, 11, 15 and 17
b Opening	Section 4 and 5B, 5H, 9, 10	Items 7, 9B and 11
c Fees	Sections 2, 5H,5D, 6, 9, 10,	Items 5, 6, 7 and 9
g Compliance with standards/policies- Operating Guidelines- Minimum Gross Annual Revenue Requirements	Sections 3D, 3F, 5D, 5F, 5G, 5H, 6, 7, 8, and Appendix "1"	Items 9B and 12
h Trademarks & proprietary information	Sections 5L, 7E, 10	Items 13 and 14
i Restrictions on services offered	Section 7G, 14	Items 8, and 16
j Warranty and customer service requirements	Section 4	Item 11
k Territorial development	Sections 3, 5 and Appendix 1	Item 11
l On-going service -training	Sections 4B, 4C, 5, 5P,	Item 6, 7, 8, 9, 11, 15 and 17
m Insurance	Section 5G	Items 8 and 11
n Advertising	Sections 5I, 5K, 10, 11	Items 6, 7, 9 and 11
o Indemnification- Personal Guaranty- Security Agreement	Sections 5I, 5L, 5O, 8, 10, and Acknowledgement	Items 1, 6, 7, 9, 11, 15 and 22
p Owner's participation/ management/ staffing	Sections 3D, 4A, 4D,	Item 15
q Records and reports	Sections 5H, 7D,	Items 6, 8 and 11
r Inspections/ Audits	Sections 5H,	Item 6
s Transfer	Section 8	Items 6 and 17
t Renewal	Section 6	Items 6 and 17
u Post-termination obligations	Sections 7D, 7E,7F, 7G, 7I,	Item 17
v Non-competition covenants	Sections 7G and 7H	Items 15 and 18
w Dispute resolution	Section 9	Item 17
x Other	N/A	N/A

B. Opening and Operating Requirements:

Minimum Gross Annual Revenue Minimum Gross Annual Revenue requirements are provided in Appendix "1" of the Franchise Agreement

10. FINANCING

Neither we nor any affiliate currently offers, directly or indirectly, any financing arrangements to you We are unable to estimate whether you will be able to obtain financing for any part or all of your investment and, if so, the terms of such financing We do not guarantee your note, lease or other obligations We do not have any past or present practice, or any intention, to sell, assign or discount to a third party, in whole or in part, any note, contract or other instrument you execute We do not receive payments directly or indirectly from any person for the placement of financing

11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, TRAINING

Except as listed below, Bee Organized Enterprises, LLC., is not required to provide you with any assistance

Our Support Services Prior to Opening Before you open your Franchised Business, we will

(1) Designate your Territory (Franchise Agreement – Sections 5 10 to 5 13 and Appendix "1") (See Item 12)

(2) Provide an initial training program for the operation of the Franchised Business using the BEE ORGANIZED® System (Franchise Agreement – Sections 3 1 3, 3 1 4 A, 4B, 12) (See below)

(4) Provide pre-opening and opening assistance and training (Franchise Agreement 4A, 4B, 5P, 13 1) You will complete New Franchisee Introductory training prior to your Territory opening

Our Support Services During Operation During the operation of your Franchise Business, we will

(1) Provide you a continuing advisory service by telephone or at our home office concerning the operation of your Franchised Business (Franchise Agreement – Section 4 C)

(2) Furnish you, at your request, additional assistance beyond our standard support (Franchise Agreement – Section 4 D) (See Item 6 above)

(3) Provide you with access to advertising and marketing materials we may develop (Franchise Agreement –Section 11) (See Item 6 above and Item 11 below)

Local Advertising and Promotion We require you to spend at least a total of two percent (2%) of your Annual Gross Sales for all regional and local advertising and promotion of the Franchised Business and the Marks, each year However, in the future we may develop our own "Brand" Marketing programs and require our franchisees (including you) to contribute towards the cost However, your required contribution towards any "Brand" marketing we develop, shall count towards your 2 % minimum marketing expenditure requirement referenced above We may review your books and records from time to time to determine your expenditures for such advertising and promotion

You shall, at your expense, arrange for all telephone numbers and all web-based and other listings of the Franchised Business to be owned by us, but to be billed to you Before you use them, samples of all local advertising, promotion and public relations materials not prepared or previously approved by us must be submitted to us for approval, which will not be unreasonably withheld If you do not receive written disapproval within ten (10) days after the date of receipt by us of the materials, we shall be deemed to have given approval You may not use any advertising, promotion or public relations materials that we have disapproved

Websites (as defined below) are deemed "advertising" under the Franchise Agreement and are strictly prohibited The term "Website" means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the Franchised Business, the Marks, us and/or the System The term Website includes but is not limited to the Internet and World Wide Web home pages Franchisees are not allowed to have Websites or sell items or engage in e-commerce from any Website or through any other similar format, unless specifically allowed by us in writing There are currently no advertising councils or local or regional advertising cooperatives However, Franchisor may develop/establish advertising/marketing cooperatives or Brand promotional programs in the future that will require Franchisees to participate in and contribute to

Training Program Before the start of your Franchised Business, we will provide initial training on the operation of a BEE ORGANIZED® Franchised Business to you You will complete New Franchisee Introductory training week prior to your Territory opening Although there are no additional fees for this training, you are responsible for all travel and living expenses, which you and any of your employees incur in connection with training You must complete the training program to our satisfaction If you do not complete the training program to our satisfaction, we can terminate your franchise agreement We encourage you to begin training before incurring any costs or expenses related to the planned opening of the Franchise Business We will not be liable to return any franchise fee or pay any costs or expenses you incur if we terminate your franchise agreement because you do not pass the training program You will participate fully in training as well as continuing franchise/industry seminars conducted as determined by us We expect that most of the training will be conducted for you and your employees at our home office We plan to be flexible in scheduling training to accommodate our personnel, you and your personnel There currently are no fixed (i e , monthly or bimonthly) training schedules The training program will be outlined by the Franchisors and supervised by Kristen Christian and Lisa Foley and shall initially include sales and services and marketing

In addition to the above training, we provide you pre-opening and opening on-the-job supervision and assistance at your Territory premises as needed, near the time of the opening of your Territory

Ongoing Training You must participate, if we require, in up to one week per calendar year in refresher training in the operations and marketing of the Franchised Business The refresher training may or may not take place at an annual convention or business meeting of franchisees, which we can require you to attend at your expense each calendar year

Computer System You must keep books and business records according to our formats To facilitate your reporting to us and other communications, you must maintain certain systems in operating the Franchised Business We may require from time to time that you use specific computer hardware and software, at your expense You will initially utilize the accounting program known as "QuickBooks online", which we may change later You are not required to purchase any hardware from us We may have independent access to the information and data you maintain, and there are not contractual limitations on our right to access the information and data We may change the accounting system software at any time at our sole discretion and you shall be responsible for all transfer and initial set-up costs

Time Until Commerce Operation Some of the factors affecting this length of time include employee hiring and training, and your own timetable You are required to commence operating the BEE ORGANIZED® Territory within ninety (90) calendar days after the Effective Date of the Franchise Agreement, otherwise the

Franchise Agreement shall automatically terminate (Franchise Agreement–Section 5B) We shall have no obligation to refund any portion of the initial franchise fee

Conduct the Franchised Business According to System Standards. You must conduct the Franchised Business offering only such services as we authorize from time to time In the development and operation of the Franchised Business you must follow our specifications, standards, methods and operating procedures (the "System Standards") You must develop and operate the Franchised Business in accordance with each and every System Standard, as periodically modified or supplemented by us, including without limitation the Bee Organized Manual, if any System Standards may govern all aspects of the development and operation of the Franchised Business, including without limitation, the following (1) performance, quality and other relevant characteristics of the services offered by the Franchised Business, (2) use of the Marks and protection of confidential information, (3) types of authorized services, (4) qualifications, training, appearance and attitude of the Franchised Business' employees, (5) use and retention of standard forms, (6) use of standard formats, (7) use of computer software, (8) adoption of technological developments or advances, (9) call back/warranty work for customers, and (10) the addition or deletion of new services You shall bear all costs and expenses pertaining to the development, operation, and maintenance of the Franchised Business and your compliance with the System Standards as periodically modified or supplemented by us

Operate in Compliance with Law and Company Operating Guidelines You must operate the Franchised Business in compliance with applicable laws and governmental regulations, including without limitation, government regulations, relating to occupational hazards, ADA, health, worker's compensation and unemployment insurance, immigration and the withholding and payment of federal and state income taxes, social security taxes and sales and service taxes You must obtain at your expense, and keep in force, and permits, licenses or other consents required for the leasing, construction or operation of your Franchised Business In addition, you shall operate your Franchised Business in accordance with guidelines currently in development ("Company Operating Guidelines" and also sometimes "Bee Organized Manual"), which may be amended from time to time as a result of experience, changes in the law or changes in the marketplace You must conform to such amendments, and make all reasonable expenditures necessitated by the amendments, within the time periods reasonably established by us The Company Operating Guidelines are intended to further the purposes of the Franchise Agreement and is specifically incorporated into the Franchise Agreement such that they shall constitute provisions of the Franchise Agreement as if fully set forth therein You shall not copy any part of the Company Operating Guidelines, permit any part of it to be copied, allow any portion to be used by anyone other than you, or disclose it or allow access to anyone not having a need to know the contents for purposes of operating the Franchised Business without our permission You shall refrain from conducting any business or selling any services (and also any products) other than those approved by us You must use your best efforts to promote and enhance the business of the Franchised Business for the full term of the Franchise Agreement We may operate for the benefit of franchisees that are in compliance with the franchise system a system of fines, which you would pay for violations of some policies of the Company Operating Guidelines For example, if your employees do not wear the proper attire, then you would pay a fine There is currently no system of fines and if one is adopted, it would be described and updated in the Company Operating Guidelines to be developed We reserve the right to utilize the electronic funds transfer system to implement the operations fine system when implemented

12. TERRITORY

You receive a franchise for a specific location in a Territory, as defined in Appendix "1" to your Franchise Agreement and which shall be designated, measured and defined by either zip codes, population size, actual legal boundaries and/or a map attached as an additional Exhibit to your Agreement, which would be in effect at the time you sign and during the term of your Franchise Agreement The form of measurement Franchisor shall utilize for your Territory will depend upon each particular geographic location and its population, demographics and proximity to existing franchises, Franchisor company outlets or customers

You are prohibited from selling services by the Internet or by mail order or catalog We will not, so long as the Franchise Agreement is in force and effect and you are not in default under any of the terms, enfranchise or operate any other BEE ORGANIZED® full Territory location within the Territory However, we may sell services and other franchises to others outside of your Territory without your permission We may also enfranchise or operate any other BEE ORGANIZED® location anywhere else, outside your Territory without offering you a right of first refusal We are allowed to operate and enfranchise anywhere any business under different trademarks (including in your Territory) and shall be allowed to conduct anywhere any business using the marks or System on the Internet or by any other channel of distribution (including in your Territory)

Subject to the terms in the above paragraph, we grant you the conditional exclusive right as specifically described above within the Territory on the conditions that you achieve the Gross Annual revenue Requirements specified in Appendix "1", and break-even (have positive cash flow) during any consecutive six (6) month period after your first year of operation, and otherwise comply with your Franchise Agreement If you fail to satisfy any term or provision of your franchise agreement during any year, we have the right but not the obligation to (i) terminate your franchise agreement or (ii) eliminate the conditional exclusivity of your right to operate BEE ORGANIZED® Territory within the Territory during the franchise agreement's remaining term, in which case we or our affiliates may operate, or allow one or more franchisees to operate, a BEE ORGANIZED® Territory within the Territory

Except as described above, your conditional territorial exclusivity will not depend on achievement of market penetration or other contingency

13. <u>TRADEMARKS</u>

<u>**BEE ORGANIZED® Service Marks**</u> The principal trademarks to be licensed to you are "BEE ORGANIZED®" The rights to the U S trademark are owned by our affiliate Bee Organized LLC and we are authorized to license the name The trademark has been registered on the principal register of the United States Patent and Trademark Office on October 24, 2017 as number 5,315,665 and all filings and affidavits are up to date By having a Principal Register federal registration for BEE ORGANIZED®, we have certain presumptive legal rights granted by a registration There are no currently effective material determinations of the U S Patent and Trademark Office, Trademark Trial Appeal Board, the trademark administrator of any state or any court There is no pending infringement, opposition or cancellation action, nor any pending material litigation involving the principal trademark There are no agreements currently in effect which significantly limit our right to use or license the use of the principal trademark in any manner material to the franchise

<u>**Use of Service Mark**</u> You must use the Marks as the sole identification of the Franchised Business, provided that you must identify yourself as the independent owner of the Franchised Business in the manner we prescribe You may not use any Mark as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified from, nor may you use any Mark in connection with the sale of any unauthorized service or product or in any other manner not expressly authorized in writing by us You must prominently display the Marks on or in connection with, signs, posters, displays, service contracts, stationery, and other forms we designate You shall not use our name or mark nor shall you utilize any alternative medium of advertising such as a web-site or internet whatsoever We reserve the right to utilize and license any such alternative source of advertising or medium You must, in the manner we prescribe, give such notices of trademark and service mark registrations and copyrights as we specify and to obtain such fictitious or assumed name registrations as may be required under applicable law All bank accounts, licenses, permits or other similar documents shall contain the actual name of the person or entity owning the Franchised Business and may contain "d/b/a BEE ORGANIZED®"

<u>**Infringements**</u> You must immediately notify us of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights in any Mark, and you may not communicate with any person

other than us and our counsel in connection with any such infringement, challenge or claim We and our affiliates will have sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or U S Patent and Trademark Office or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark We shall take all necessary actions deemed solely by us that are necessary to maintain and protect the BEE ORGANIZED®" name and mark You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our or our affiliates' counsel, be necessary or advisable to protect and maintain our interests in any such litigation or U S Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interests in the Marks If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue use of any Mark, and/or use one or more additional or substitute trade or service marks, you agree to comply with our instructions within a reasonable time after notice thereof by us, and our sole obligation in any such event will be to reimburse you for your out-of-pocket costs of complying with this obligation

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding in which your use of any Mark, pursuant to and in compliance with the Franchise Agreement, is held to constitute trademark infringement, unfair competition or dilution, and for all costs reasonably incurred by you in the defense of any such claim brought against you or in any such proceeding in which you are named as a party, provided that you have timely notified us of such claim or proceeding and have otherwise complied with the Franchise Agreement We, in our discretion, will be entitled to defend any proceeding arising out of your use of any Mark pursuant to this Franchise Agreement, and, if we undertake the defense of such proceeding, we will have no obligation to indemnify or reimburse you for any fees or disbursements of counsel you retain We do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademark

14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or registered copyrights are material to the franchise and no patent applications material to this franchise have been made or are pending We and our affiliates claim copyright protection of our Company Operating Guidelines and related materials although these materials have not been registered with the United States Registrar of Copyrights The Company Operating Guidelines and related materials are considered proprietary and confidential and are considered the property of us and our affiliates and may be used by you only as provided in the Franchise Agreement You may not use our confidential information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others

You will be entitled to use of the copyrighted and certain proprietary materials during the term of the franchise There are no infringing uses known to us or our affiliate, which would affect your use of the proprietary and/or copyrighted materials There are no agreements in effect that significantly limit our rights to use or license the use of the copyrighted or proprietary materials There is no provision in the Franchise Agreement specifically obligating us to protect your rights to use of the proprietary or copyrighted materials, but we will respond to this information as we deem appropriate

15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend, but do not require, that you participate personally in the direct operation of the Franchised Business If you do not personally supervise the operation of the Franchised Business, then you must employ a manager to assist you or your managing shareholder or partner in operating the Franchised Business All managers must complete the initial training program to our satisfaction and sign a confidentiality and non-competition agreement in the form we prescribe The manager need not have an ownership interest in the entity owning the franchise

Each individual who owns any interest in the franchise entity and their spouse must sign an agreement assuming and agreeing personally to discharge all obligations of the Franchisee under the Franchise Agreement Section 5 and Guaranty (the Personal Guaranty)

16. RESTRICTIONS ON WHAT SERVICES THE FRANCHISEE MAY OFFER

We require that you offer and sell only those services, which we have specified We have the right to add additional authorized services There are no specific limitations in the Franchise Agreement on this right See Section 14 and Items 8, 9 and 12 There are no restrictions regarding customers to whom you may sell services as long as within your Territory and not VIA internet or other alternative means of communication, unless allowed by us in writing

17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Agreement	Summary
a Length of the franchise term	Section 6	10 years
b Renewal or extension of the term	Section 6	If you have substantially complied with the Franchise Agreement, you can renew for one additional 5-year term
c Requirements for you to renew or extend	Section 6	You must be in compliance with your Franchise Agreement and timely send written notice of intent to renew and sign new Franchise Agreement with materially different terms and conditions than original Agreement and Release
d Termination by you	Section 7 A	If we breach a material provision of the Franchise Agreement & do not cure within a reasonable time, which shall be no less than 90 days, after your notice to us, you may terminate 10 days after delivery of notice of termination
e Termination by us without cause (Not Applicable)	None	---
f Termination by us with cause	Section 7 B	We can terminate only if you commit any one of several listed violations
g "Cause" defined - defaults which can be cured	Sections 7B	You have 10 days to cure for non-payment of sums to us, affiliates or suppliers, 30 days for failure to submit reports, financial data and all other curable breaches of the Franchise Agreement or Company Operating Guidelines or other operational memoranda or use of bad faith in carrying out terms of these franchise provisions We may withhold shipments on any payment late more than 7 days
h "Cause" defined - non-curable defaults	Section 7B	Non-curable defaults Failure to pay any past due amounts due us or others after 10 days' notice, failure to pass the training program, failure to commence operating the BEE ORGANIZED® Territory within 90 days after the date of the franchise agreement, failure to properly operate the Bee Organized® system according to the Bee Organized® Company Operating Guidelines, failure to strictly adhere to Territory Development Plan and timetable, bankruptcy /insolvency-may not be enforceable under current

		bankruptcy laws, abandonment, termination of lease, under-reporting Gross Sales twice in a 2 year period, conviction of a felony, impairment of Marks or System, lose business license, unsafe business operation, unauthorized transfer, breach of other agreements with us or our affiliates, and repeated non-sufficient funds checks or defaults even if cured
i Your obligations on termination/non-renewal	Section 7E	Pay all amounts owed, return the Software Program & return or destroy all other materials, stop using Marks, System & confidential information, de-identify yourself from us, cancel assumed names, return to us any BEE ORGANIZED® signs, provide us with the names, addresses & telephone numbers of all customers, assign to us your telephone and facsimile numbers, & e-mail and internet addresses, websites, domain names & search engine identifiers, adhere to non-competition provisions (also see r, below)
j Assignment of Franchise Agreement by us	Section 8A	No restriction on our right to assign
k "Transfer" by you - definition	Section 8B	Includes any type of transfer of the Franchise Agreement or assets or any ownership change
l Our approval of transfer by you	Section 8 B	You shall obtain our prior approval of all transfers but will not unreasonably withhold approval
m Conditions for our approval of transfer	Section 8B	Transferee qualifies, all amounts due are paid in full, you are not in default, transferee complies with training requirement, transferee has received required disclosure documents, then current form of Franchise Agreement signed, transferee assumes remaining obligations under your agreements, transfer fee paid, assets have been refurbished, remodeled or replaced, lessor consent to lease assignment, general releases signed, guaranty of performance may be required, and right of first refusal declined by us (also see r)
n Our right of first refusal to acquire your business	Section 8D	We can match any offer for your business, except broker's fees are excluded Cash may be substituted for any form of payment proposed
o Our option to purchase your business	Section 7F	Option to purchase some or all equipment, supplies, inventory, advertising materials & any items with our logo, for cash at fair market value, exercisable up to 90 days after termination or expiration If no agreement on fair market value, an appraiser appointed by us will decide
p Your death or disability	8E	Deceased owner's interest transferred to beneficiary approved by Franchisor
q Non-competition covenants during the term of the franchise	Section 7H,	No involvement in any business offering services similar or in direct competition with those offered us or an organization franchising a similar business, unless pre-approved by us
r Non-competition covenants after the franchise is terminated or expires	7G	No involvement in competing business within 100 miles of Territory for 2 years after termination for any reason

s Modification of the Agreement	Sections 11C and 11 D	Modification by written agreement signed by you and us The Company Operating Guidelines can be revised and modified
t Integration/Merger clause	Sections 11 and 12	Only the terms of the Franchise Agreement and any other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u Dispute resolution by arbitration or mediation	Section 9	Except for certain claims, all disputes must be arbitrated in the city where our headquarters is located when the proceedings are conducted
v Choice of forum	Sections 5N and 9	Court litigation must be in any Kansas state court of general jurisdiction or a federal court for Kansas City, Kansas Unless required by your state (Ill CA)
w Choice of law	Section 9	Kansas law applies Unless required by your state (Ill CA)

The foregoing Choice of Law should not be considered a waiver of any right conferred upon franchiser or the franchisee by the general Business Law of the State of New York, Article 33

18. **PUBLIC FIGURES** We do not currently use any public figure to promote our franchise

19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is reasonable basis and written substantiation for the information, and if the information is included in the disclosure document Financial information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example by providing information about possible performance at a particular location or under particular circumstances

Other than the preceding financial performance representation, Bee Organized Enterprises, LLC does not make any financial performance representations We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark Arensberg PO Box 7646, Overland Park, Kansas 66207, (913)-648-3220, the Federal Trade Commission, and the appropriate state regulatory agencies

20. (US) OUTLETS AND FRANCHISE INFORMATION

Table 1-SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2017 and 2018

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2017	0	1	+1
	2018	1	3	+2

Company Owned	2015 2016 2017 2018	0 1 1 1	1 1 1 1	+1 0 0 0
Total Outlets	2015 2016 2017 2018	0 1 1 2	1 1 2 4	+1 0 +1 +2

Table 2-TRANSFERS OF FRANCHISED OUTLETS FROM FRANCHISEES TO NEW OWNERS OTHER THAN THE FRANCHISOR (For Years 2017 and 2018)

Column 1 State	Column 2 YEAR	Column 3 Number of Transfers
N/A	2017 2018	0 0
Total	2017 2018	0 0

Table 3-STATUS OF FRANCHISE OUTLETS FOR YEARS 2017 and 2018

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations-Other Reasons	Col 9 Outlets at End of Year
Kansas	2017 2018	0 0	0 0	0 0	0 0	0 0	0 0	0 0
Texas	2017 2018	0 1	1 0	0 0	0 0	0 0	0 0	1 1
Oklahoma	2017 2018	0 0	0 1	0 0	0 0	0 0	0 0	0 1
California	2017 2018	0 0	0 1	0 0	0 0	0 0	0 0	0 1
Total	2017 2018	0 1	1 2	0 0	0 0	0 0	0 0	1 3

Table 4-STATUS OF COMPANY OWNED OUTLETS FOR YEARS 2016, 2017 and 2018

	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Reacquired from Franchisees	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisees	Col 8 Outlets at End of Year
Kansas	2016 2017 2018	1 1 1	0 0 0	0 0 0	0 0 0	0 0 0	1 1 1
Total	2016 2017 2018	1 1 1	0 0 0	0 0 0	0 0 0	0 0 0	1 1 1

Table 5-PROJECTED OPENINGS AS OF December 31, 2019

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company owned Outlets in the Current Fiscal year
Unknown	0	3-4	0
Total	0	3-4	0

Except as specified herein, no other franchisees ceased doing business or were cancelled, terminated or not renewed during fiscal 2017 or failed to communicate with us within 10 weeks of the application date All information in Item 20 specified as for 2018 is for fiscal year end 2018 (December 31, 2018) and none of the information in any of Tables 1-5 has changed through the Issuance Date We do not sponsor any trademark specific franchisee association and none has requested to be included in our Franchise Disclosure Document

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system In some instances, current and former potential franchisees may sign a confidentiality agreement prior to receiving information about this franchise, however they are not later prohibited from disclosing information to potential franchisees and if you wish to speak with current and former franchisees, they should be able to communicate with you

21. FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements dated as of December 31, 2017 and December 31, 2018

22. CONTRACTS

The Franchise Agreement is attached to this Disclosure Document as Exhibit B which includes a Security Agreement and Personal Guaranty

23. RECEIPT-The last page of the Disclosure Document is a detachable document acknowledging receipt of the Disclosure Document

Exhibit A	Audited financial Statements as of December 31, 2017, and December 31, 2018 (attached)
Exhibit B	Franchise Agreement (attached)-with Appendix "1"
Exhibit C	List of State Administrators (attached)
Exhibit D	Listing and contact information of current franchisees (attached)
Exhibit E	State addendum to Franchise Disclosure Document and/or Franchise Agreement (attached)

* EXHIBITS TO FRANCHISE AGREEMENT
APPENDIX "1" TERRITORY AND REQUIRED MINIMUM ANNUAL GROSS REVENUE

EXHIBIT "B"

EFFECTIVE DATE: __________
[INSERT Effective Date of Agreement]

BEE ORGANIZED
Simplify Your Hive

FRANCHISE AGREEMENT

between,

Bee Organized Enterprises, LLC
(hereinafter "**Franchisor**" and/or "**Company**")

And

____

____

____

____
[INSERT All Names, Addresses and Federal Tax ID]

(hereinafter collectively "**Franchisee**")

Issue Date: January 1, 2019

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FRANCHISE AGREEMENT

Agreement made effective as of [INSERT Date] ____________________,("Effective Date") between, **Bee Organized Enterprises, LLC**, a Kansas limited liability company located at 4227 West 104th Terrace, Overland Park KS 66207 (hereinafter called the "**Franchisor** and also sometimes referred to as "**Company**") and ____, [Insert all Individual Owners Names], and their company named ________________________, [Insert Name of Franchisee's Company] a/an ________________________,[Insert Entity type, ie Corp or LLC], located at__________________, [Insert Address], (hereinafter collectively called the "**Franchisee**"), for one Bee Organized business to be operated solely within the boundaries of the location set forth on Appendix "1"

RECITALS

A The Franchisor franchises the business of providing professional organization services to individuals and businesses including evaluation and assistance in disposing of unwanted items and streamlined organization and disposition of existing items, etc , (the "Franchised Business") under the BEE ORGANIZED® trade name, service mark, designs, logos, copyrights, trade secrets and other indicia of origin including without limitation the mark and trade name "Bee Organized" and similar variations whatsoever including those based upon location such as Bee Organized KC, (collectively all the "Marks") using certain procedures, techniques, business methods, business forms/tools, business policies and a body of knowledge pertaining to the establishment and operation of the Franchised Businesses (the "System and sometimes the "Concept") The Franchisee acknowledges that Franchisee does not presently know these procedures, techniques, evaluation and organizational methods, and other business methods or business policies, nor does the Franchisee have these business forms/tools or access to the Franchisor's body of knowledge

B The Franchisee intends to enter the Franchised Business and desires access to the Franchisor's System pertaining to the operation of the Franchised Business and access to information pertaining to new developments in the Franchisor's Franchised Business

C The Franchisee desires to participate in the use of the Marks in connection with one Franchised Business area location sometimes also referred to as the ("Franchisee's Territory") to be located and operate solely within the boundaries of the Territory as approved and granted by Franchisor as provided for herein

D The Franchisee understands that information received from the Franchisor or from any of its officers, employees, agents or franchisees is confidential and has been developed with a great deal of effort and expense The Franchisee acknowledges that the information is being made available to Franchisee so that Franchisee may more effectively establish and operate a Franchised Business

E The Franchisor has granted, and will continue to grant to others, access to its System and has licensed, and will continue to license, others to use the Marks in connection with the operation of Franchised Businesses

AGREEMENT

Acknowledging the above recitals, the parties hereto agree as follows

1. **Definitions.**

For purposes of this Franchise Agreement, the following terms have the following meanings and interpretations

"Gross Revenue" or "Gross Revenues" or sometimes "Gross Sales" means all funds whatsoever generated and/or received by the Franchisee for the Franchised Business, including without limitation, all funds generated by credit card, debit card and other electronic transactions, less any customer refunds and credits and sales taxes

"Website" and/or electronic media account and other similar accounts, postings, listings and communications shall mean and include any and all interactive electronic documents, communications, postings, and listings, etc , including any numbers, domain names, URLs, internet, web pages, on-line computer networks and services, toll-free and all other telephone numbers and listings, the Internet, electronic kiosks, satellite units, social media and other accounts, other mobile and/or remote electronic communications, that are commonly contained or transferred within a network of computers or similar devices linked by communications software or similar formats that Franchisee operates or authorizes others to operate and that refers in any manner whatsoever to the Franchised Business, the Marks, Franchisor and/or the System This term can also include any related telephone listings social media accounts or similar electronic media or other platforms currently used or later developed to list, transfer, publish or communicate in any manner whatsoever

2 **Fees.**

A **Initial Franchise Fee.** For the first franchise, Franchisee shall pay to Franchisor an initial Franchise Fee of $__________________________, **[Insert Franchise Fee]**, ("Initial Franchise Fee") which shall not be refunded in any event The Initial Franchise Fee shall be payable by Franchisee in cash upon signing this Franchise Agreement

A new and separate Franchise Agreement shall be signed and an additional initial Franchisee Fee paid by Franchisee for each additional Territory The amount of the Franchise Fee and the terms of each additional Franchise Agreement may vary

B **Royalties** In addition to the Initial Franchise Fee, Franchisee shall pay to Franchisor a monthly Royalty Fee, equal to eight percent (8%) of Franchisee's Monthly Gross Revenue, as defined herein Such monthly Royalty Fee is in addition to any Monthly initial Franchisee Fee per Section 2 A, and shall be payable by Franchisee to Franchisor each calendar month and shall be received by Franchisor by the 10th calendar date of each following month, during the entire Term of the Franchise Agreement

3. **Grant** The Franchisor/Franchisor hereby grants to the Franchisee

A Access to the "BEE ORGANIZED®" System for the operation of the Franchised Business, B Access to information pertaining to new developments, inventory and techniques in the Franchised Business, and

C A limited non-exclusive license to use of the Franchisor's rights in and to the "BEE ORGANIZED®" Marks according to this Agreement and the Franchisor's Operating Guidelines, as defined in Section 5 F) in connection with the operation of one Bee Organized® franchise to be marketed, operated and located solely within the boundaries set forth on Appendix "1" (the "Franchisee Territory") Except for revenues generated solely from the Franchised Business within the Territory set forth on Appendix "1", the Franchisor and Franchisee agree that Franchisee shall not offer, promote, advertise or provide, either directly or indirectly in any manner whatsoever any other services or related services and/or products to any third parties except the services and/or products authorized by this Franchise Agreement Furthermore, Franchisee shall not offer promote advertise or provide either directly or indirectly in any manner whatsoever any other services or related services and/or products to any parties either within or outside of the Territory that in any manner conflicts or competes with the Franchised Business, and

D Franchisee shall at all times faithfully, honestly and diligently perform Franchisee's obligations under this Agreement, continuously exert Franchisee's best reasonable efforts to promote and enhance the Franchised Business and not engage in any other business or activity that conflicts with Franchisee's obligations to operate the Franchised Business in compliance with this Agreement or competes with the Franchised Business Franchisee shall focus Franchisee's marketing efforts on developing the Marks and System within the Territory described in Appendix "1" to this Agreement The Franchised Business shall at all times be under the direct supervision of Franchisee or Franchisee's manager who has been approved in writing by Franchisor, and

E Franchisor will not, so long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof (including but not limited to any payment default), enfranchise or operate any other Bee Organized® Franchised Business to be located within the Territory described herein or to be described in Appendix "1" to this Agreement If Franchisee (along with Franchisee's owners) otherwise are complying with all of the terms of this Agreement, Franchisee may retain throughout the term of this Agreement, Franchisee's exclusive right to operate a Bee Organized® Franchised Business within the Territory However, if Franchisee is in default of any provision of this Agreement during any year and fails to timely cure, Franchisee agrees that Franchisor has the right (but not the obligation) to (i) terminate this Agreement or (ii) eliminate the exclusivity of Franchisee's right to operate a Bee Organized® Franchised Business within the Territory during this Agreement's remaining term, in which case Franchisor or its affiliates may operate, or allow one or more other franchisees to operate, a Bee Organized® Franchised Business within the Territory, and

F Retail selling prices of Bee Organized® services may vary among Territories and/or Franchised Businesses So long as Franchisee is in compliance with all terms of this and any other Agreement, with Franchisor, then Franchisor will not solicit customers, distributors, licensees and franchisees in Franchisee's Territory, except for non-Franchised Business based businesses that are not competitive with the Franchised Business Franchisor may enfranchise, license or operate and/or sell services to any other Bee Organized® Franchised Business or other third parties outside Franchisee's Territory Franchisor shall be allowed to conduct anywhere (including within Franchisee's Territory) any business using the Marks or System on the Internet, via catalog or by any other non-Franchised Business based sales/distribution channel, however alternate non-Franchised Business based sales occurring through means such as Franchisor's web-site or catalog will be forwarded to various Franchised Business in good standing and according to customer preferences and/or customers' locations within each applicable Franchise Territory

4. **Franchisor Obligations** The Franchisor agrees to

A Provide an initial training program for the operation of the Franchised Business using the BEE ORGANIZED® System The Franchisee and the Franchisee's manager, presently and in the future, must attend the training program at such locations as may be stipulated by the Franchisor before operating Franchisee's Franchised Business The Franchisee shall pay all transportation, lodging and other expenses incurred by the Franchisee and the Franchisee's manager, if any, in attending the initial training program If the Franchisor determines, in its sole discretion, that Franchisee does not exhibit sufficient capability to effectively operate a Bee Organized® Franchised Business after completing the training program, the Franchisor shall have the right to terminate this Agreement, effective upon delivery of written notice thereof to Franchisee Franchisor encourages Franchisee to begin training before incurring any costs or expenses related to the planned opening of the Franchised Business If Franchisor terminates this Agreement because Franchisee does not satisfactorily complete the training program, Franchisor shall not be liable to pay any costs or expenses Franchisee incurs and Franchisor shall return up to a total of one-half (1/2) of any Franchise Fee to Franchisee, less any Franchisor costs or expenses incurred by Franchisor, and

B Provide pre-opening and opening supervision and assistance by Franchisor's personnel Pre-opening assistance generally includes training at the Bee Organized Corporate Market (KC) and reviews of Franchisee notebook which includes all processes and system, etc as well as access to and review of all marketing collateral materials Franchisor's pre-opening assistance will be determined by Franchisor after further consultations with Franchisee and a written outline will be provided Franchisee within thirty (30) calendar days prior to the grand opening of Franchisee's business, and

C Provide continuing advisory and support services and promotional/marketing and educational/management materials and programs throughout the Term of your Agreement by telephone or at Franchisor's home office concerning the operation of the Franchised Business Examples include, virtual summits / webinars, occasional formal all Franchisee team meetings, plus Franchisor principals will be accessible via phone, text and/or email Franchisor will also provide Franchisee with access to all marketing materials developed for Franchisees including Bee Organized Blog, client letters, monthly newsletter, and

D Provide additional assistance upon the written request of the Franchisee, at a cost to the Franchisee based on the Franchisor's then current daily fee for the Franchisor's personnel performing such assistance, plus other reasonable expenses, including all transportation, lodging and other expenses

5. **Franchisee Obligations** The Franchisee agrees to

A **Pre-Franchise.** Submit a written business plan plus a one-year marketing plan to Franchisor, within 30 calendar days after signing this Franchise Agreement, which Franchisee shall update annually and provide to Franchisor on or before the end of each twelve (12) month period following the date of this Agreement, during the term of this Franchise Agreement Provide the Franchisor with full access to recent credit information and personal financial statements and the previous three (3) years federal income tax returns for all individual owners of Franchisee, as filed with the Internal Revenue Service and all applicable state and local jurisdictions and for such purposes, the Franchisee authorizes the Franchisor to continually access all credit information and use all personal information and other information of any nature whatsoever that it has concerning the Franchisee, to maintain a file concerning the Franchisee and to communicate any such information to any credit reporting agency or investigation business All such personal credit or other personal information obtained or gathered by Franchisor shall be maintained in strict confidence and only utilized by Franchisor and its employees (and authorized third parties) for legitimate business purposes related to such information, and

B. **Commence Operation Within 90 Days**. Commence operating the BEE ORGANIZED® Franchised Business within at least ninety (90) calendar days after the Effective Date of this Agreement If Franchisee has not commenced operating the BEE ORGANIZED® Franchised Business within 90 calendar days after the Effective Date of this Agreement, Franchisor may elect to unilaterally terminate this Agreement, and the franchise fee shall not be refunded Franchisee acknowledges and agrees that Franchisee is responsible for obtaining and maintaining a location for the Franchised Business The Franchisor's agreement to grant any Territory or Franchised Business location is not a warranty of any kind, express or implied, as to the success or profitability of the Franchised Business The Franchisor does not guaranty the sales, profits or success of the Franchised Business, and

C **Upgrade Equipment/Uniforms** Franchisee shall be required to periodically make reasonable capital expenditures to re-equip and update certain equipment and uniforms and similar materials utilized for the Franchised Business so that the Franchised Business will reflect the then-current image intended to be portrayed by BEE ORGANIZED® businesses All such new equipment costs and/or update expenses for the Franchised Business and all re-equipping and replacing of vehicles, equipment, displays, marketing materials, uniforms or other assets of the Franchised Business must be done in accordance with the standards and specifications as prescribed by Franchisor from time to time and with the prior written approval of Franchisor All replacements must conform to Franchisor's then-current quality standards and specifications and must be approved by Franchisor in writing, and

D **Conduct the Franchised Business According to System Standards** Conduct the Franchised Business offering only such services and certain related products and at minimum and maximum prices as Franchisor authorizes from time to time During the development and operation of the Franchised Business, Franchisee agrees to follow Franchisor's specifications, standards, methods and operating procedures as set forth in the Franchisor Operating Guidelines (the "System Standards") Franchisee agrees to develop and operate the Franchised Business in accordance with each and every System Standard, as periodically modified or supplemented by the Franchisor System Standards may govern all aspects of the development and operation of the Franchised Business, including without limitation, the following (1) performance, quality, minimum and maximum prices for services, and other relevant characteristics of the services offered by the Franchised Business, (2) use of the Marks and protection of confidential information, (3) types of authorized equipment, supplies and certain related products, (4) designated and approved suppliers, (5) participation in market research and testing and service development programs prescribed by Franchisor, (6) qualifications, training, appearance and attitude of the Franchised Business' employees, (7) use and retention of standard forms, (8) use of standard formats, (9) use of computer software (if) specified by Franchisor (10) adoption of technological developments or advances, (11) suppliers of certain products related to the services (12) call-back work for customers, (13) participation in any and all reporting including financial and customer reporting programs as specified by Franchisor from time to time to be forwarded to the Franchisor electronically as often as specified, and (14) the addition or deletion of new services and/or related products Franchisee shall bear all costs and expenses pertaining to the development, operation, and maintenance of the Franchised Business and Franchisee's compliance with the System Standards as periodically modified or supplemented by Franchisor, and

E. **Operating and Maintaining the Franchised Business** Operate and maintain the Franchised Business in accordance with Franchisor's specifications and procedures contained in the Franchisor Operating Guidelines The Franchisee shall be allowed access to the Franchisor Operating Guidelines as defined in the next paragraph All costs and expenses pertaining to operating and maintaining the Franchised Business shall be borne solely by the Franchisee The Franchisee agrees to use only those items of supplies, equipment, displays, apparel and signs, that the Franchisor has approved in writing for a Franchised Business as meeting its specifications and standards for appearance, function, trade dress, design, quality and performance and to purchase or lease them only from the Franchisor, its affiliates or suppliers approved by the Franchisor in writing If the Franchisee proposes to offer any service or related products or otherwise use any equipment, displays, supply, apparel or signage which is not then approved by the Franchisor or from a supplier not then approved by the Franchisor, the Franchisee shall first notify the Franchisor in writing and shall submit to the Franchisor sufficient specifications, photographs, drawings, samples, and information, along with the Franchisor's then current daily fee for each person which the Franchisor provides for this determination plus reasonable expenses, for a determination by the Franchisor of whether such services, equipment, displays, supply, apparel or signage or proposed supplier complies with its specifications and standards relating to among other factors quality, price, consistency, reliability, financial capability, and customer relations, which determination shall be made and communicated in writing to the Franchisee within a reasonable time Franchisee shall purchase each main catalog when made available by Franchisor The Franchisee shall maintain the Franchised Business, equipment, uniforms and related materials in good repair, attractive appearance, and sound operating condition The Franchisee, at Franchisee's expense, shall perform all repairs, re-equipping, remodeling and upgrading as requested by Franchisor The Franchisee shall make no material replacements of or alterations to the vehicles, equipment, signs or other assets of the Franchised Business without prior written approval by the Franchisor Franchisee is fully responsible for all costs and services required to deliver and set-up all services to Franchisee's customers Franchisee shall either employ all necessary personnel and obtain all appropriate equipment (as pre-approved by Franchisor) Franchisee shall not utilize any vendors to provide any services for the Franchised Business All personnel (whether employed directly by or hired/retained as independent contractors by Franchisee) shall be properly trained and managed by Franchisee Franchisor is not responsible or in anyway liable for any determination made by Franchisee as to whether to classify any personnel as either independent contractors or employees as Franchisee shall have to obtain the advice of Franchisee's own tax or similar advisors on this matter Franchisor retains the right to approve all equipment and personnel utilized to provide any services to Franchisee's customers to insure compliance with Franchisor's System Standards, and

F. **Operate in Compliance with Law and Franchisor Operating Guidelines** Operate the Franchised Business in compliance with applicable laws and governmental regulations, including without limitation, government regulations, relating to occupational hazards, ADA, health, worker's compensation and unemployment insurance, immigration, and the withholding and payment of federal and state income taxes, social security taxes and sales and service taxes The Franchisee shall obtain at Franchisee's expense, and keep in force at all times, any and all permits, licenses or other consents or permissions required by any governmental entity or any other appropriate party for the lawful operation by Franchisee of the Franchised Business In addition, the Franchisee shall operate the Franchised Business in accordance with the Bee Organized® ("Bee Organized Operating Guidelines") which may be amended from time to time as a result of experience, changes in the law or changes in the marketplace The Franchisee agrees to conform to such amendments, and to make all reasonable expenditures necessitated by the amendments, within the time periods reasonably established by the Franchisor The Bee Organized Operating Guidelines as amended are intended to further the purposes of this Agreement and are specifically incorporated into this Agreement such that they shall constitute provisions of this Agreement as if fully set forth herein However, if any term or provision of the Bee Organized Operating Guidelines shall conflict with this Agreement, this Agreement shall control and supersede any conflicting terms in said Bee Organized Operating Guidelines Franchisor shall allow Franchisee access to the Franchisor's Operating Guidelines Franchisee shall not copy any part of the Bee Organized Operating Guidelines, permit any part of it to be copied, allow any portion to be used by anyone other than Franchisee or its employees, or disclose it or allow access to anyone not having a need to know its contents for purposes of operating the Franchised Business without Franchisor's prior written permission The Franchisee shall refrain from conducting any business or selling any services or products other than those approved by the Franchisor The Franchisee shall use Franchisee's best and reasonable efforts to promote and enhance the Franchised Business within the Territory for the full term of this Agreement, and

G **Purchase and Maintain Insurance** Purchase and maintain during the term of this Agreement at Franchisee's sole expense such insurance coverage as Franchisor may, in its sole discretion, prescribe from time to time, including but not limited to workers' compensation, comprehensive public liability and property damage, vehicle liability, business interruption and general and umbrella coverage's Franchisee shall maintain in full force and effect at all times during all terms including the initial Term or any renewal term (if any) of this Agreement, insurance protecting Franchisee, Franchisor, and each of their respective partners, affiliates, shareholders, officers, directors, agents, and employees, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon, or in connection with the operation of, the Franchised Business Such coverage shall be maintained under one or more policies of insurance of the types and containing such terms and conditions and minimum liability protection in such amounts, as are specified from time to time by Franchisor and issued by insurance carriers rated "AAA" by A M Best Franchisor or comparable rating The amounts and types of insurance coverage shall include (i) general liability of not less than $1,000,000 00 per occurrence and general liability aggregate coverage of $2,000,000 00 (ii) liability for any injury to any persons or damage to customer's or others property of not less than $1,000,000 00 per occurrence and general aggregate coverage of $2,000,000 00 for a single claim(iii) employers liability and worker's compensation insurance in compliance with all applicable state and local laws and regulations, (iv) comprehensive vehicle liability coverage of not less than $250,000 00 per person and $500,000 00 per Occurrence, with a Formal Driving Program in force for the Franchisee at all times and any Personal Insurance on any of Franchisee's Employee's automobiles shall always be primary, and (v) such other coverage as Franchisor may periodically require Franchisor may, upon written notice to Franchisee, change or modify the types or amounts of coverage Franchisee is required to maintain Franchisor may from time to time increase the minimum amount of coverage required under any policy and require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances All insurance policies required hereunder shall name Franchisor (and its officers, directors, shareholders, members and employees) as additional insureds', shall contain a waiver by the insurance carrier of all subrogation rights against Franchisor and shall provide that Franchisor will receive thirty (30) days advance written notice of termination, expiration or cancellation or modification of any such policy Prior to Franchisee's commencement of operations, and annually thereafter, Franchisee shall furnish to Franchisor a copy of the certificate, or other evidence of the insurance, renewal, or extension of each such insurance policy, together with evidence of payment of premiums, evidencing the required limits If Franchisee does not maintain such required insurance, Franchisor may, at its option and in addition to its other rights and remedies hereunder, but shall not be obligated to, obtain such insurance and keep the same in full force and effect on Franchisee's behalf, and Franchisee shall reimburse the Franchisor for all premiums and other costs incurred by Franchisor in connection with obtaining such insurance In addition, Franchisee shall indemnify and save Franchisor harmless from any liability or claim of any type that arising connection with the operation of Franchisee's business, (other than losses caused by the intentional acts of Franchisor), and

H. **Use the BEE ORGANIZED® Approved Accounting and Reporting Systems** Franchisee shall at all times only utilize the bookkeeping, accounting, and record keeping systems approved in writing by Franchisor from time to time, including without limitation any (internal) accounting and tax reporting software All costs of acquisition and installation of any software or hardware shall be the sole responsibility of Franchisee and Franchisor reserves the right to bill Franchisee for any software installation, service or upgrade process of any software required by Franchisor from time to time for the Franchised Business All fees associated with installation, training and maintenance/upgrades of any Franchised Business software systems shall be paid by Franchisee Future training of any Franchised Business personnel (either current or future hires) will be billed to Franchisee at the current per diem charges by Franchisor Franchisee shall submit to the Franchisor such periodic reports, forms, and records as specified, and in the manner and at the time specified, in the Bee Organized Operating Guidelines Franchisor reserves the right to require Franchisee to use a standard chart of accounts for tracking all income and expenses for the Franchised Business For a period of five (5) years from their date of preparation, the Franchisee will keep on file at the Franchisee's principal office and make available to the Franchisor all such records, relative to the Franchised Business, including, without limitation, all the following receipts, invoices, payroll records, check stubs, bank deposit receipts, sales tax records if any and returns, business and personal tax returns, and such journals and transactions which properly summarize all the financial and other transactions of the Franchised Business The Franchisee hereby grants permission to the Franchisor to examine all records of any supplier pertaining to Franchisee's purchases and customers pertaining to all revenues

1 In addition to any other information specified in Section 5 and elsewhere in this Agreement, the Franchisee shall furnish to the Franchisor the following reports among others (i) participate and comply with the Franchisor's current monthly financial reporting system at Franchisee's expense, which includes an electronic report of the Gross Revenues (all sales of any services and/or related products whatsoever) of the Franchised Business for the preceding calendar month, (ii) by the fifteenth day after each calendar month following the end of each calendar month, **a profit and loss statement for the preceding calendar month, and a year-to-date profit and loss statement and balance sheet**, (iii) by the fifteenth day after each calendar month following the end of each calendar quarter, **a profit and loss statement for the preceding calendar quarter and a year-to-date profit and loss statement and balance sheet**, and (iv) within seventy-five (75) calendar days after the end of each calendar **year, a calendar year end balance sheet and an annual profit and loss statement for the calendar year** reflecting all year-end adjustments, and (v) within thirty (30) calendar days after filing-- **all local, state and federal income tax returns for the Franchised Business operations**

The Franchisee must verify and sign all reports submitted to the Franchisor If the Franchisee fails to report Franchisee's Gross Sales as specified in this Section on a timely basis, the Franchisor may estimate Franchisee's Gross Sales, and the Franchisor may then deposit any estimated amounts for unpaid Royalties or any other amounts due to Franchisor by use of the electronic funds transfer system The Franchisee authorizes the Franchisor to utilize the data supplied by Franchisee in such manner and for such purposes as related to the Franchised Business and to fulfill all Franchisee obligations herein All personal financial data and tax returns shall be kept confidential

2 The Franchisor may also require Franchisee to utilize a computer system, including a customer order processing and scheduling control system and/or cash register and credit/debit card system that are fully compatible with any programs or systems that Franchisor, in its sole discretion, employs from time to time All costs related to Franchisee's acquisition and use of any such computer system hardware and software shall be paid by Franchisee All Gross Sales and revenues and collections whatsoever and any related information shall be recorded on such equipment The Franchisor shall have full, unconditional and unlimited access to all of Franchisee's data, systems and ancillary information (related in any manner whatsoever to the Franchised Business), at all times and by relevant means of direct access whether in person or by telephone/modem or unrestricted direct log-in or other similar electronic means However, franchisor shall not have access to any information and/or records that are not related to the Franchised Business

3 The Franchisee acknowledges that to ascertain and assure compliance or determine noncompliance with this Agreement, Franchisor (or Franchisor's authorized representatives) shall have the unrestricted right to inspect and audit Franchisee's business operations, records, and reports and examine the operations and facilities including, but not limited to, testing, sampling, inspecting and observing the rendering of the services and any related products sold by Franchisee Franchisee shall be under an affirmative duty to cooperate with Franchisor or its duly authorized representatives in any such inspection by rendering any assistance as may be reasonably requested Franchisor shall have the right to observe, photograph, video tape and otherwise record Franchisee's business's operations for such consecutive or intermittent periods, as Franchisor deems necessary Franchisor shall also have the right to interview all personnel and customers of the Franchised Business In the event any such inspection or audit shall disclose

an understatement of the Gross Sales of the Franchised Business for any period, Franchisee shall pay to the Franchisor within ten days after receipt of the inspection or the audit report, the amounts due, advertising, and other fees plus interest and late fees due on the amount of the understatement Further, in the event such audit is made necessary by the failure of Franchisee to furnish reports, financial statements, tax returns or schedules as herein required, or if an understatement of Gross Sales for any period is determined by any such inspection or audit to be greater than two percent (2%), Franchisee shall reimburse Franchisor for the cost of such inspection or audit including without limitation the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of employees or agents of Franchisor The Franchisor shall have the right to require Franchisee to furnish, at Franchisee's sole cost and expense, audited financial statements thereafter In addition, Franchisee shall pay for all costs, as specified above, of the inspection and audit if Franchisee's books and records are not produced at the time of the inspection and audit, provided that Franchisor notified the Franchisee at least five (5) calendar days prior to the scheduled inspection and audit date The Franchisor shall have the right to review the operation and administration of the Franchised Business by quality control testing, periodic field reviews and such other tests, reviews and inspections and other reasonable actions deemed necessary or desirable by the Franchisor, and

I. **Refrain from Owning Conflicting or Competing Interests** Refrain from owning, engaging or participating in any other business, directly or indirectly, during the term of this Agreement, offering services or other related products offered by BEE ORGANIZED®, or its affiliates' businesses except as a duly licensed BEE ORGANIZED® franchisee, unless authorized in writing by the Franchisor Franchisee shall not own, engage or participate in any other business, directly or indirectly (including without limitation as an investor or through an entity), during the term of this Agreement, which franchises or otherwise grants to others the right to sell services (including any services that are materially similar) to those offered by BEE ORGANIZED® businesses, unless authorized in writing by the Franchisor Franchisee shall only operate the Franchised Business in a manner that maximizes Franchisee's Gross Revenues consistent with sound marketing and business practices, and Franchisee shall not engage in any business practice that reduces Franchisee's Gross Revenues (including without limitation any practice that is competitive or competes with or in any way diverts resources away from the Franchised Business Franchisee shall not employ or seek to employ any person employed by the Franchisor, its affiliates or another BEE ORGANIZED® business without the prior written consent of the Franchisor, and

J **Refrain from using the Proprietary Marks and establishing or using any Website and/or electronic media account** Franchisee shall not use the Franchisor's Marks as part of any domain name, electronic address or search engine and cannot maintain Franchisee's own website under any circumstances Franchisee may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos Franchisor has licensed to Franchisee), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a Franchisor website (unless in connection with our approved Franchise System website), (5) in any user name, screen name or profile in connection with any social networking sites such as, but not limited to, Facebook, Instagram, You Tube and LinkedIn, or (6) in any other manner that Franchisor has not expressly authorized in writing " Franchisee specifically acknowledges and agrees that any Website and/or electronic media account as defined herein or other similar electronic means of communication currently used or later developed (as defined herein and in the following section) shall be deemed "advertising" under this Agreement, and Franchisee shall generally be prohibited to create, utilize or produce any such advertising which shall be strictly and unconditionally subject to, among other things, Franchisor's prior written approval if ever allowed under any circumstances and all social media or similar accounts and listings (hereafter collectively all "Website and/or electronic media account"), and

K. **Advertising and Marketing, web-sites.** Franchisee is required to spend at least a total of two percent (2%) of Franchisee's Annual Gross Sales for all regional and local advertising and promotion of the Franchised Business and the Marks, each year However, in the future Franchisor may develop its own

"Brand" Marketing programs and Franchisee shall be required upon prior written notice from Franchisor to contribute towards the cost of any such marketing programs Franchisor or in its sole discretion, will determine the amount of Franchisee's required annual contribution (payments to Franchisor) to be applied towards any such program established by Franchisor However, Franchisee's required contribution towards any "Brand" marketing develop by Franchisor, shall count towards Franchisee's two percent (2 %) minimum marketing expenditure requirement referenced above Franchisor may review Franchisee's books and records from time to time to determine Franchisee's expenditures for such advertising and promotion

Franchisee shall, at Franchisee's expense, arrange for all telephone numbers and all web-based and other listings of the Franchised Business to be owned by Franchisor, but to be billed to Franchisee Before publishing or utilizing in any manner, samples of all advertising, promotion and public relations materials not prepared or previously approved in writing by Franchisor must be submitted by Franchisee to Franchisor for prior approval, which will not be unreasonably withheld If Franchisee does not receive written disapproval within ten (10) business days after the date of receipt by Franchisor of the materials, Franchisor shall be deemed to have given approval Franchisee shall not use any advertising, promotion or public relations materials that Franchisor has disapproved

The term Website includes, but is not limited to, Internet and World Wide Web home pages and any and any Websites (as defined below) are deemed "advertising" under the Franchise Agreement and are strictly prohibited The term "Website" means an interactive electronic document, contained in a network of computers linked by communications software that Franchisee operates or authorize others to operate and that refers to the Franchised Business, the Marks, us and/or the System The term Website includes but is not limited to the Internet, World Wide Web home pages, domain, URL, or similar mediums utilized for marketing or promoting the Franchised Business or services offered or using Franchisor's name and/or marks Franchisees are not allowed to have Websites or sell or offer services or otherwise promote or engage in e-commerce from any Website or through any other similar format, unless specifically allowed by us in writing The Franchisee shall not establish any homepage, website, domain or similar medium for sale of Franchisor Products or any other purpose However, the Franchisee is entitled to create profiles on social media such as Facebook, Twitter, Instagram, etc , for the purpose of marketing the services and promoting the Franchised Business within Franchisee's Territory, provided that all such accounts are solely owned and administered by Franchisor and all content and revisions are preapproved in writing by Franchisor and all content, administration, access and passwords are established and controlled only by Franchisor There are currently no advertising councils or local or regional advertising cooperatives However, Franchisor may develop/establish advertising/marketing cooperatives or Brand promotional programs in the future that will require Franchisees to participate in and contribute to, and

L **<u>Use the BEE ORGANIZED® Marks Properly</u>** Use the Marks as the sole identification of the Franchised Business, provided that Franchisee shall identify itself/themselves as the independent owner thereof in the manner prescribed by the Franchisor Franchisee shall not use any Marks as part of any corporate or other entity or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may Franchisee use any Marks in connection with the sale of any unauthorized service or product or in any other manner not expressly authorized in writing by the Franchisor Franchisee agrees to display the Marks prominently and, in the manner, prescribed by the Franchisor on or in connection with signs, poster, displays, service contracts, stationery and any other forms Franchisor designates Further, Franchisee agrees to give such notices of trademark or service mark registrations and copyrights as the Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law All bank account, licenses, permits or other similar documents shall contain the actual name of the person or entity owning the Franchised Business and may contain only "d/b/a "BEE ORGANIZED " Any sign face bearing the BEE ORGANIZED® name shall remain the property of the Franchisor even though the Franchisee may have paid a third party to make the sign faces

1 Franchisee shall immediately notify the Franchisor in writing of any apparent infringement of or challenge to Franchisee's use of any Marks or claim by any person of any rights in any Marks or any similar trade name, trademark or service mark of which Franchisee becomes aware Franchisee shall not communicate with any person other than the Franchisor and its legal counsel and Franchisee's legal counsel in connection with any such infringement, challenge or claim The Franchisor and its affiliates shall have sole discretion to take such action as they deem appropriate and the right to exclusively control any litigation, U S Patent Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks Franchisor shall take all actions deemed solely by Franchisor to be necessary to maintain and protect the BEE ORGANIZED® trademark name and Marks Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of the Franchisor's counsel, or the counsel of the Franchisor's affiliates, be necessary or advisable to protect and maintain the interests of the Franchisor and its affiliates in any such litigation, U S Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain the interests of the Franchisor and its affiliates in the Marks at Franchisor's sole discretion and cost

2 The Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding in which Franchisee's use of any Marks, pursuant to and in compliance with this Agreement, is held to constitute trademark infringement, unfair competition or dilution, and for all costs reasonably incurred by Franchisee in the defense of any such claim brought against Franchisee or in any such proceeding in which Franchisee is named as a party, provided that Franchisee has timely notified the Franchisor of such claim or proceeding and has otherwise complied with this Agreement and that the Franchisor shall have the right to defend any such claim

3 If it becomes advisable at any time, in the Franchisor's sole discretion, for the Franchisor and/or Franchisee to modify or discontinue use of any Marks, and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply therewith a reasonable time after notice thereof by the Franchisor, and the sole liability and obligation of the Franchisor in any such event shall be to reimburse Franchisee for the out-of-pocket costs of complying with this obligation

4 Franchisee acknowledges the Franchisor's prior rights in and to the Marks and that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of Franchisee's business pursuant to and in compliance with this Agreement and all applicable specifications, standards and operating procedures prescribed by the Franchisor from time to time during the term of this Agreement Any unauthorized use of the Marks by Franchisee shall constitute an infringement of the rights of the Franchisor in and to the Marks Franchisee agrees that all usage of the Marks by Franchisee and any goodwill established thereby shall inure to the exclusive benefit of the Franchisor, and Franchisee acknowledges that this Agreement does not confer any goodwill or other interest in the Marks upon Franchisee All provisions of this Agreement applicable to the Marks shall apply to any additional trademarks, service marks, logo forms and commercial symbols hereafter authorized for use by and licensed to Franchisee pursuant to this Agreement All products, services, and any sales, marketing or promotional programs and/or materials of any type of kind concerning same, which are developed presently or in the future by or on behalf of Franchisee in conjunction with, for use in, or arising from or related to the Franchised Business are irrevocably and permanently owned by or exclusively, permanently and unconditionally licensed to the Franchisor for no additional charge to become part of the BEE ORGANIZED® System and for subsequent use by the Franchisor and its affiliates and, if the Franchisor determines, other BEE ORGANIZED® franchises, and

M. **Accept Credit Cards** Make arrangements with and accept Visa, MasterCard, American Express and other credit card and debit card issuers and sponsors, check verification services, and electronic funds transfer systems which the Franchisor designates from time to time, as part of the operation of the Franchised Business, and

N **Make Prompt Payment of All Amounts Due.** Make prompt payment of all amounts due to the Franchisor and its affiliates and to all suppliers, vendors, lessors, utilities, any landlord and any other creditor of the Franchised Business The Franchisee or, if the Franchisee is a corporate or other legal entity, all of its owner(s), director(s) and member(s) each individually jointly and severally agree(s) to hold themselves primarily and personally and directly liable as a guarantor(s) for the Franchisees' performance of this Agreement in every respect Franchisee agrees to pay all invoices and/or requests for payment ("invoices") from Franchisor or any affiliate within the terms specified therein or if not specified then within thirty (30) calendar days of the date of invoice Franchisee has thirty (30) calendar days from the date of any Franchisor or affiliate invoice to dispute (in writing) the contents thereof and after said thirty (30) calendar days all Franchisor invoices shall be deemed final, unless waived in writing by Franchisor All amounts due to the Franchisor and its affiliates shall be and are personally guaranteed by all individual owners of the entity operating the Franchised Business, whether invoicing is to the entity or all or some of the individual owners or another entity or party Any past due amounts Franchisee owes to the Franchisor or its affiliates shall bear interest, compounded from the date due until fully paid, at the rate of one and one-half percent (1 5%) per month, provided however, that in the event such rate exceeds the maximum rate allowable by applicable law, such amounts will bear interest at such maximum rate allowable under applicable law Franchisee shall also pay the Franchisor and its affiliates a late fee of $250 00 for every notification or demand for payment, or non-sufficient funds checks or missed payments, or violation of this Agreement, or failure to timely provide required reports and financial statements Franchisee acknowledges that the interest and late fee do not constitute the Franchisor's agreement to accept payments after they are due Time is of the essence of this Agreement The Franchisor may require, currently or in the future, all amounts which Franchisee owes to the Franchisor or its affiliates to be paid by or through an electronic depository transfer account as further described in the Franchisor's Operating Guidelines Payments for all amounts shall be in accordance with the procedures set forth in the Bee Organized Operating Guidelines The Franchisor shall have sole discretion to apply any payments made by Franchisee to any of Franchisee's amounts due to the Franchisor or its affiliates Franchisee agrees that Franchisee will not, for any reason whatsoever, including without limitation on grounds of the alleged nonperformance by the Franchisor or its affiliates of any obligations hereunder, set off against or withhold payment of any amounts due to the Franchisor or its affiliates, and

O. **Personal liability-Security Interest in Receipts.** Be personally liable for all obligations to Franchisor and its affiliates and grants Franchisor a Security Interest in all of Franchisee's property, accounts, funds and the proceeds thereof that are related to the Franchised Business in any manner whatsoever, to secure same The Franchisee or, if the Franchisee is a corporate or other legal entity, all of its owner(s), director(s) and member(s) hereby agree(s) to hold themselves primarily and **personally** and directly liable **as a guarantor(s)** for the Franchisees' performance of this Agreement in every respect and consent to personal jurisdiction and venue as provided herein All current and future amounts due to Franchisor and its affiliates shall be and are personally guaranteed by all individual owners and their spouses of the entity operating the Franchised Business, whether invoicing is to the entity or another entity or all or some of the individual owners Franchisee and all individual owners hereby also hereby grants Franchisor an unrestricted first priority **Security Interest** in any and all receipts, accounts, receivables and proceeds of the Franchised Business (including but not limited to insurance proceeds) owned by or in Franchisee's possession (related to the Franchised Business in any manner whatsoever) and all current and hereafter acquired shares of stock, membership interests or any other units of ownership in the entity listed as Franchisee and/or operating the Franchised Business(s) owned or held by any individual owners and all proceeds thereof, all as security for any and all current and future amounts owed Franchisor and any of its affiliated entities This Guaranty and Security Agreement shall be fully enforceable without signing any other separate documents, however any such separate documents if any that are signed by Franchisee are hereby incorporated herein in and shall be in addition to this Guaranty and Security Agreement Franchisee shall pay all costs incurred in connection with the provision and maintenance of all guarantees and security agreements In addition to other remedies, in the event Franchise fails to pay any overdue invoices within seven (7) calendar days after the due date, in addition to all other remedies, Franchisor and its affiliates shall be entitled to delete Franchisee's name and listing from any Be Organized listing, website or electronic or social media or similar account, and

P **Ongoing Training** Shall participate, if Franchisor requires, in up to two (2) weeks per calendar year of refresher training in the operations and marketing of the Franchised Business at Franchisee's expense The refresher training would be at a location, which the Franchisor selects and the refresher training may or may not take place at an annual convention (if any) of franchisees, and

Q **Convention** Shall attend, if Franchisor requires, a national business meeting or convention of franchisees once per calendar year at Franchisee's expense and at a location, selected by Franchisor, and

6. **Term** Commencing upon the Effective Date of this Agreement, the term of this Agreement is ten (10) years (the "Term"), unless terminated prior thereto pursuant to the provisions hereof Franchisee may, at Franchisee's option, renew this franchise term for one additional five (5) year term subject to the following conditions which must be met prior to each renewal (i) Franchisee shall have delivered to the Franchisor written notice of Franchisee's desire to exercise Franchisee's option to renew at least six (6) months, but no more than twelve (12) months prior to the expiration of the term of this Agreement, (ii) Franchisee shall have during the entire term of this Agreement substantially complied with all if its provisions including without limitation, all payment, reporting and Minimum Annual Gross Revenue Amounts requirements (per Appendix "1") and the provisions of any other agreement between Franchisee and the Franchisor and/or its affiliates, and (iii) the Franchisor and Franchisee (and Franchisee's shareholders or partners, if Franchisee is a corporation or partnership) shall execute the form of franchise agreement and such ancillary agreements as are then customarily used by Franchisor (at the time of renewal) in the grant of BEE ORGANIZED® franchises (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), (iv) Franchisee shall refurbish and update all equipment, uniforms, etc , for the Franchised Business and replace the vehicles and equipment of the Franchised Business to be in compliance with the then current standards and specifications utilized in the granting of BEE ORGANIZED® franchises, and (v) Franchisee (and Franchisee's shareholders or partners, if Franchisee is a corporation or partnership) shall execute general releases, in form satisfactory to Franchisor of any and all claims against the Franchisor and its affiliates, and their officers, directors, shareholders, members, employees and agents Franchisor's franchise agreement and ancillary agreements at the time of renewal may contain materially different terms from those contained in this Agreement

Franchisor shall not charge a renewal fee At any time after expiration of the term (initial or as extended in writing) of Franchisee's Franchise Agreement, Franchisor may notify Franchisee of the requirement that Franchisee sign the Franchisor's franchise and ancillary agreements in use by Franchisor at the time of such notice and failure by Franchisee (and all Franchisee's shareholders or partners, if Franchisee is a legal entity) to timely sign such agreement(s) and releases within thirty (30) calendar days after delivery thereof to Franchisee shall be deemed an election by Franchisee not to renew and at any time thereafter Franchisor, at its sole election may terminate this Agreement and grant the rights herein to any other party (however Franchisee's obligations to Franchisor including payment shall continue until fully satisfied) If Franchisee, for any reason, abandons, surrenders, or suffers revocation or non-renewal of all or part of Franchisee's rights and privileges under this Agreement, then all such rights and privileges shall revert to the Franchisor

7. **Termination**

A **Termination by Franchisee** If Franchisee is in substantial compliance with this Agreement and the Franchisor materially breaches this Agreement and fails to cure such breach within a reasonable time, which in no event shall be less than ninety (90) days, after written notice thereof is delivered to the Franchisor, Franchisee may terminate this Agreement Such termination shall be effective ten (10) days after delivery to the Franchisor of written notice that such breach has not been cured and Franchisee elects to terminate this Agreement Except as described in this Section, Franchisee has no right to terminate this Agreement

B. **Termination by Franchisor** In addition to the other provisions of this Agreement allowing termination, the Franchisor may terminate this Agreement effective upon delivery of notice of termination to Franchisee in any one or more of the following circumstances

1 Franchisee or any of its Principals (defined below) become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, files any pleading seeking any reorganization, liquidation or dissolution under any law, admits or fails to contest the material allegations of any such pleading filed against Franchisee, is adjudicated a bankrupt, a receiver is appointed for a substantial part of Franchisee's assets, or the claims of creditors of Franchisee or the Franchised Business are abated or subject to a moratorium under any law(however this provision may not be enforceable under current U S Bankruptcy Laws), or

2 If Franchisee fails to pass any training program for franchisees, or if Franchisee fails to commence operating the BEE ORGANIZED® Franchised Business within ninety (90) calendar days after the Effective Date of this Agreement, or if Franchisee abandons, surrenders or transfers control of the operation of the Franchised Business without the Franchisor's prior written consent, or

3 If Franchisee ceases operations or fails to strictly comply with the Minimum Gross Annual Revenue Amount requirements and time-frames established for Franchisee for Franchisee's Territory, or

4 If Franchisee submits to the Franchisor on two or more separate occasions at any time during the Term of this Agreement, any report, financial statement, tax return, schedule or other information or supporting record which understates the Gross Revenues of the Franchised Business for any period by more than two percent (2%), or

5 If Franchisee or any of its Principals is convicted of or pleads guilty to or no contest to a felony or other crime which substantially impairs the goodwill associated with the BEE ORGANIZED® Marks or the BEE ORGANIZED® System or engages in any misconduct which adversely affects the reputation and/or image of the Franchised Business or the goodwill associated with the BEE ORGANIZED® Marks or the BEE ORGANIZED® System, as determined by the Franchisor, or

6 If Franchisee loses any permit or license which is a prerequisite to the operation of the Franchised Business and fails to get it reinstated within ten (10) business days, or if Franchisee operates the Franchised Business in a manner that presents a health or safety hazard to customers, employees, or the public in violation of any law, ordinance or regulation whatsoever, or

7 If Franchisee makes a transfer or assignment of this Agreement, the assets of the Franchised Business, or Franchisee's ownership interest, which is not authorized as provided in the transferability section of this Agreement, or

8 If Franchisee has received two (2) or more notices of default from the Franchisor at any time during the Term of this Agreement, whether or not such defaults were cured, or

9 If Franchisee delivers to Franchisor two (2) or more non-sufficient funds checks within any Term, whether or not such checks were subsequently paid, or

10 If Franchisee materially fails to submit reports or financial data which Franchisor requires under this Agreement when the same are due and does not correct such failure within thirty (30) calendar days after written notice of such failure to comply is delivered to Franchisee, or

11 If the Franchisee is a corporate body such as a corporation, limited liability company, limited liability partnership, trust, partnership, limited partnership or any other recognized legal entity (all collectively referred to as "Legal Entity") and the Franchisee fails to timely
a) provide Franchisor documentation disclosing the identity(including full name, home address, and percentage of ownership and voting percentage-control) of all of the owner(s) of the Legal Entity at the time of signing of this Agreement and any subsequent transfer of ownership interests or voting rights, or b) ensure that all natural person(s) ultimately owning and/or controlling the majority of the ownership interests or voting rights in the Legal Entity are registered (if required) with all relevant local governmental agencies and/or trade register as the management of the Legal Entity, or
c) obtain Franchisor's prior written consent before any ownership interests and voting rights in such Legal Entity are transferred to anyone directly or indirectly competing with the interests of Franchisor or any other franchisee of Franchisor; or
d) obtain Franchisor's prior written consent to any subscription of new shares/ownership interest, cancellation of shares/ownership interest, transfer of rights, including as a gift and/or legacy, of the ownership interests or of voting rights in the Franchisee Legal Entity or in any Legal Entity owning all or part of such rights and/or interests, and agree that any alteration in the persons holding office as directors and officers in the Franchisee Legal Entity without Franchisor's prior consent in writing shall entitle Franchisor to terminate this Agreement without notice, or

12 If Franchisee fails to pay any amount owed to Franchisor or any of its affiliates or to Franchisee's suppliers, providers or vendors when the same is due and payable and does not correct such failure within ten calendar (10) days after written notice of such failure to comply is delivered to Franchisee

13 If Franchisee fails to completely and timely perform any of the terms and conditions in this Agreement not otherwise covered in Section 7 B paragraphs 1 through 11 above, or in the Bee Organized Operating Guidelines, or in other operational memoranda issued by the Franchisor, or uses bad faith in carrying out terms of these franchise provisions and does not correct such failure within thirty (30) calendar days after written notice of such failure to comply is delivered to Franchisee, or if Franchisee fails to completely and timely perform any obligations in Section 7 B paragraph 12 above and does not correct such failure within ten (10) calendar days after written notice of such failure to comply is delivered to Franchisee, then Franchisee shall be deemed at Franchisor's sole option to be in material default and Franchisor may immediately terminate this Agreement without further notice

Upon the occurrence of any of the above events of default which would allow the Franchisor to terminate this Agreement (which termination Franchisor may or may not choose to do), Franchisor may remove Franchisee from any listing (including without limitation any web page, social media account) until such time as Franchisee has cured the event of default Franchisor has the right to preserve the goodwill associated with its trade name and in the event of any default, Franchisor reserves the right to contact Franchisee's customers directly to complete unsatisfied service orders and communicate to customers the reasons services are being delayed or withheld Franchisee shall cooperate fully in assisting Franchisor in contacting Franchisee's customers and Franchisee shall provide Franchisor all customer names, addresses and contact and account information and order and deposit status within five (5) calendar days of Franchisor's request Franchisor may at its sole option complete certain orders directly with Franchisee's customers and where applicable collect unpaid balances upon delivering services directly to Franchisee's customers

C **Cross Default** Any default by Franchisee of any other agreement between the Franchisor or its affiliates and Franchisee shall be deemed a default under this Agreement, and any default by Franchisee of this Agreement shall be deemed a default under any and all other agreements between Franchisor and its affiliates and Franchisee If the nature of such default under any other agreement would have permitted the Franchisor to terminate this Agreement had said default occurred hereunder, the Franchisor shall have the right to terminate this Agreement as if such default has occurred hereunder For purposes of this Section, an agreement between the Franchisor or an affiliate of the Franchisee and Franchisee or Franchisee's partner, shareholder, member, manager, or executive officer shall be deemed an agreement between the Franchisor and Franchisee

D **Appointment of Manager or Sale/Assignment of Franchise** Notwithstanding the provisions of Sections 7 B and 7 C above, in the event that Franchisee does not comply with any provision of this Agreement, the Franchisor may, at its sole option, assign a manager to the Franchised Business on a daily basis, whose function will be to ensure compliance by Franchisee, Franchisee's employees and agents with the provisions of this Agreement, including without limitation, adherence to the standards, methods, procedures and specifications of the BEE ORGANIZED® System and the rights and duties upon termination or expiration of this Agreement Franchisee shall pay the Franchisor for the services of such manager at such reasonable rate as may be established by the Franchisor and such manager shall have unconditional access to all accounts, software systems, banking, records, passwords, etc , and may establish new bank or other accounts or agreements or take any other actions as they deem necessary to properly oversee management of the Franchised Business Additionally, if Franchisee fails to comply with this Agreement, Franchisee may at its sole option, sell and/or assign this franchise to another party

E **Rights and Duties Upon Termination or Expiration** Upon termination or expiration of this Agreement, all of Franchisee's rights hereunder shall terminate Franchisee shall forthwith discontinue use of the Marks, the System, and all trade names, trademarks, service marks, trade dress, signs, colors, structures, interior and exterior décor, business methods, confidential information, printed services and forms of advertising indicative of the Franchised Business and return all materials and copies of all financial records and software to Franchisor Franchisee shall pay all amounts due the Franchisor or its affiliates, cancel Franchisee's assumed name registration, return to Franchisor any BEE ORGANIZED® signs, and not represent Franchisee formerly did business under the BEE ORGANIZED® name Franchisee shall provide Franchisor with the names, addresses and telephone numbers of Franchisee's customers during the past five (5) years Franchisee shall promptly notify the telephone Franchisor and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone, internet or social media or other account or directory listings associated with the Marks and to authorize transfer of same to or at the direction of the Franchisor Franchisee acknowledges that as go between Franchisor and Franchisee, the Franchisor has the sole rights to and interest in all e-mail and internet addresses, websites, domain names, URL's, social media accounts, and search engine identifiers, and all telephone and facsimile numbers and directory listings associated with the Marks, and Franchisee authorizes the Franchisor, and hereby appoints Franchisor and any officer of the Franchisor as Franchisee's attorney-in-fact, to direct the telephone, internet service providers, domain name registrars, and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of the Franchisor in such e-mail and internet addresses, websites, domain names and search engine identifiers, and all telephone and facsimile numbers and directory listings and its authority to direct their transfer Franchisee shall furnish to the Franchisor within thirty (30) calendar days after the effective date of the termination or expiration evidence satisfactory to the Franchisor of Franchisee's compliance with the foregoing obligations

F **Option to Purchase Assets** Upon the termination for any reason whatsoever or expiration of this Agreement, Franchisor or its affiliates shall have a sixty (60) day option to purchase from Franchisee some or all of the equipment, supplies, inventory, advertising materials and any items with Franchisor's Marks for cash at fair market value If Franchisor and Franchisee do not agree upon the amount of the fair market value, then a business appraiser selected by Franchisor and Franchisee shall determine the fair market value The cost of the business appraiser shall be borne equally by the Franchisor and Franchisee The Franchisor has an unrestricted right to assign this option to a third party Any items bearing the Marks that are not purchased by the Franchisor or its assignee shall be immediately destroyed by Franchisee

G **Covenant Not to Compete** In the event of expiration or termination of this Agreement for any reason, Franchisee and its Principals shall not, for a period of two (2) years after the later of (i) the date of the termination or expiration or (ii) the date on which Franchisee ceases to conduct the business conducted pursuant to this Agreement, be directly or indirectly associated as an employee, proprietor, stockholder, partner, member, agent, officer, director, consultant, representative, manager, spouse, parent, or in any other capacity with, or operate, engage, own, invest in, or participate in, (1) any business offering services or products similar to that offered by BEE ORGANIZED® businesses within one hundred (100) miles of the perimeter of Franchisee's former Territory or (2) any business offering similar services or related products similar to that offered by BEE ORGANIZED® businesses within one hundred 100 (100) miles of the perimeter of any other BEE ORGANIZED® Franchised Business's Territory or (3) any entity which franchises or otherwise grants to others the right to offer services or related products similar to that offered by BEE ORGANIZED® businesses within the Territory In addition, in the event of the termination or expiration of the Agreement, Franchisee and its Principals shall not for the two (2) year period as defined above (i) solicit or accept business from any former customer of the Franchised Business or (ii) solicit or employ or contract with any current or former employee or subcontractor of Franchisee, Franchisor or any other BEE ORGANIZED® business (unless waived in writing by Franchisor) The two-year period referred to above shall be tolled during any period of Franchisee's noncompliance with the terms of this Agreement In the event the duration, scope and/or geographic area set forth in this paragraph and Agreement are held to be unreasonable and therefore unenforceable by any court of competent jurisdiction, then the duration, scope and/or geographic area of the foregoing restrictions and agreements shall remain in full force and effect as to such maximum duration, scope and/or geographic area as the court shall allow

H **Confidential Information** Franchisee and its Principals acknowledge that if Franchisee or any Principal discloses any aspect of the BEE ORGANIZED® System or the Bee Organized Operating Guidelines or any other aspect of the BEE ORGANIZED® franchise system that it could substantially harm the Franchisor, Franchisee and other BEE ORGANIZED® franchisees, and that such information is proprietary and confidential Franchisee agrees to secure, keep secret, and lock away any information from the Franchisor Operating Guidelines and any other BEE ORGANIZED® System confidential materials Franchisee and all its owners if a legal entity, (the "Principals") agree that they will maintain the absolute confidentiality of all, and not disclose any, such information during and after the term of this Agreement and that they will not use any such information in any other business or in any manner not specifically authorized or approved in writing by the Franchisor Franchisee agrees to require all of Franchisee's personnel to sign a confidentiality and non-competition agreement in the form approved and/or prescribed by the Franchisor

I. **Continuing Obligations** All obligations of the Franchisor, Franchisee and the Principals which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire

8. Transferability of Interest

A **Transfer by the Franchisor** The Franchisor shall have the right, in its sole discretion, to transfer or assign this Agreement and all or any part of its rights or obligations to any person or legal entity, and any designated assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment Franchisee shall execute such documents consenting to such a transfer, as Franchisor shall request

B **Transfer by Franchisee** Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's business skill, financial capacity, and personal character Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, limited liability company, member or other legal entity which directly or indirectly owns any interest in Franchisee or in the Franchised Business shall sell, assign, transfer, convey, pledge, hypothecate, encumber, merge, or give (collectively "transfer") away any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business without the prior written consent, as set forth below, of Franchisor Any purported assignment or transfer not having the written consent of Franchisor, required by this Section shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may immediately terminate without opportunity to cure pursuant to the terms of this Agreement The Franchisor shall not unreasonably withhold its written approval of an assignment or transfer, provided (1) Franchisee has properly offered the Franchisor the opportunity to exercise the right of first refusal as provided in the right of first refusal section of this Agreement, and the Franchisor declined to exercise it, (2) The assignee or transferee has sufficient business experience, aptitude, financial resources, meets the Franchisor's then applicable standards for franchisees, is of good moral character, will comply with the Franchisor's standard training requirements, has received any required disclosure documents in accordance with applicable law, and executes the then current form of franchise agreement and other agreements (which may contain materially different terms than those set forth herein) being used by the Franchisor, (3) Upon Franchisor's request, the assignee or transferee agrees in a form approved by the Franchisor to be personally bound jointly and severally by all the provisions of this Agreement and assume and guarantee all of Franchisee's obligations hereunder and all other agreements between Franchisee and the Franchisor and its affiliates to the same extent as if they had been original parties to the original agreements, (4) Upon Franchisor's request, Franchisee shall enter into an agreement with the Franchisor, in a form satisfactory to Franchisor, guaranteeing full payment and performance of the obligations of Franchisee's transferee, (5) All of Franchisee's money obligations owed to the Franchisor, its affiliates, are fully paid and Franchisee is not otherwise in default under this Agreement, (6) The assets of the Franchised Business must be refurbished, remodeled or replaced in order to be in compliance with the then current standards and specification utilized in the granting of BEE ORGANIZED® franchises, (7) Franchisee pays the Franchisor a transfer fee in the amount of two-thirds of the then-current initial franchise fee for a "first" franchise, and (8) Franchisee (and each of Franchisee's shareholders or partners or members, if Franchisee is a corporation or a partnership or limited liability company) shall execute general releases of all claims against the Franchisor, its affiliates, and their officers, directors, shareholders, members, employees and agents

C **Assignment to Partnership, Corporation or Limited Liability Company** If Franchisee is in full compliance with this Agreement, the Franchisor shall not unreasonably withhold its consent to a transfer of this Agreement and the assets of the Franchised Business to a corporation or limited liability company, provided (1) the corporation or limited liability company name does not include the word "BEE ORGANIZED®" and its activities are confined exclusively to operating Franchisee's Franchised Business, (2) Franchisee owns and controls all of the ownership interests, stock, membership interests, or the equity and voting power, provided that, in a form approved by Franchisor, the partnership or corporation or limited liability company assumes all of Franchisee's obligations hereunder and the partners or shareholders or members agree to be personally bound jointly and severally by all the provisions of this Agreement and assume and guarantee all of Franchisee's obligations hereunder an all other agreements to the same extent as if they had been parties to the original agreements, (3) any subsequent transfer or issuance of partnerships interests or of shares of the corporation or membership interests in the limited liability company shall be subject to Franchisor's consent and agreement, (4) the corporation's Articles of Incorporation and Bylaws and each stock certificate or the limited liability company's Articles of Organization and Operating Agreement and each membership certificate shall clearly indicate that any transfer of shares of stock or membership interests is restricted and may be transferred subject to Franchisor's consent and agreement only in accordance with the terms of this Agreement, and (5) Franchisee shall pay to Franchisor all legal expenses and other charges incurred by Franchisor in connection with such transfer

D **Right of First Refusal** If Franchisee shall at any time determine to sell Franchisee's rights under this Agreement, or the assets of the Franchised Business, or Franchisee's ownership interest, in whole or part, Franchisee shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to the Franchisor The Franchisor or its designee shall, for a period of thirty (30) days from the date of delivery of such offer to the Franchisor, have the right, exercisable by written notice to Franchisee, to purchase the interest for the price and on the terms and conditions contained in the offer, provided that any brokers', agents', or finders' fees shall be deducted from the purchase price and the Franchisor or its designee may substitute cash for any form of payment proposed in such offer If the Franchisor or its designee does not exercise this right of first refusal, Franchisee may, subject to the same conditions for transfers contained in this Agreement, complete the sale to such purchaser on the terms of the bona fide offer If the sale to such purchaser is not completed within one hundred twenty (20) days after delivery of such offer to the Franchisor, or if there is a material change in the terms of the sale, the Franchisor or its designee shall again have the right of first refusal herein provided

E. **Death or Disability** Upon the death or permanent disability of Franchisee (or Franchisee's managing shareholder or partner or member, if Franchisee is a corporation or partnership or limited liability company), the executor, administrator, conservator, or other personal representative of such person shall transfer his interest to the heirs or beneficiaries of such person to a third party approved by the Franchisor within a period of one hundred eighty (180) calendar days, so long as arrangements satisfactory to the Franchisor are made for the continued active management of the Franchised Business Such transfers, including without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for transfers contained in this Agreement Franchisee shall be deemed to have a "permanent disability" if Franchisee's ability to operate or oversee the operation of the Franchised Business on a regular basis is for any reason curtailed for a continuous period of six (6) months In addition to the foregoing, in order to prevent any interruption of the Franchised Business and to protect the goodwill associated with the BEE ORGANIZED® Marks and System, if Franchisee dies or becomes disabled so that Franchisee is not able to operate or oversee the operation of the Franchised Business on a regular basis, the Franchisor may at its option operate the Franchised Business on Franchisee's behalf for a period of time not to exceed ninety (90) days at which time, Franchisor shall assist the Franchised Business's legal owner in choosing a Franchised Business manager who will be an employee of the Franchised Business, and the Franchisor will periodically discuss the status with the Franchisee or its heirs

All revenues received from the operation of the Franchised Business during such period of operation by the Franchisor shall be kept in a separate account by the Franchisor and the expenses of the Franchised Business including, without limitation, reasonable compensation and expenses of the Franchisor and its agents and employees in operating the Franchised Business, shall be charged to such account Franchisee agrees to indemnify and hold harmless the Franchisor and its agents and employees who may act hereunder

9. ENFORCEMENT.

A. INJUNCTIONS. THE FRANCHISOR SHALL HAVE THE RIGHT TO ENFORCE BY JUDICIAL PROCESS ANY RIGHTS IT MAY HAVE AND PURSUANT TO THE COVENANT NOT TO COMPETE PROVISIONS OF THIS AGREEMENT. FURTHER, THE FRANCHISOR SHALL BE ENTITLED WITHOUT BOND TO OBTAIN TEMPORARY, PRELIMINARY, AND PERMANENT INJUNCTIONS AND ORDERS OF SPECIFIC PERFORMANCE ENFORCING THE PROVISIONS OF THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT RELATING TO FRANCHISEE'S USE OF THE BEE ORGANIZED® MARKS, FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT AND ASSIGNMENTS OR ATTEMPTED ASSIGNMENTS OF THE FRANCHISE AND FRANCHISEE'S OWNERSHIP INTEREST. IF THE FRANCHISOR SECURES ANY SUCH INJUNCTION OR ORDER OF SPECIFIC PERFORMANCE, FRANCHISEE AGREES TO PAY TO THE FRANCHISOR AN AMOUNT EQUAL TO THE AGGREGATE OF ITS COSTS OF OBTAINING SUCH RELIEF, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES AS PROVIDED IN THIS SECTION, AND ANY DAMAGES INCURRED BY THE FRANCHISOR AS A RESULT OF THE BREACH OF ANY SUCH PROVISION.

B. ARBITRATION. EXCEPT INSOFAR AS THE FRANCHISOR AS PROVIDED IN THE PARAGRAPH ABOVE THIS SECTION ELECTS TO ENFORCE THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT, ALL CONTROVERSIES, DISPUTES, OR CLAIMS ARISING BETWEEN FRANCHISOR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SHAREHOLDERS, MEMBERS, EMPLOYEES AND ATTORNEYS (IN THEIR REPRESENTATIVE CAPACITY) AND FRANCHISEE (FRANCHISEE'S OWNERS, GUARANTORS, AFFILIATES AND EMPLOYEES, IF APPLICABLE) ARISING OUT OF OR RELATED TO: (1) THIS AGREEMENT OR ANY PROVISION THEREOF OR ANY RELATED AGREEMENT; (2) THE RELATIONSHIP OF THE PARTIES HERETO; (3) THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY PROVISION THEREOF; OR (4) ANY SPECIFICATION, STANDARD, OR OPERATING PROCEDURE RELATING TO THE ESTABLISHMENT OR OPERATION OF THE FRANCHISE SHALL BE SUBMITTED FOR ARBITRATION TO BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN THE CITY WHERE FRANCHISOR'S HEADQUARTERS ARE LOCATED WHEN THE PROCEEDINGS ARE CONDUCTED AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WILL BE HEARD BY THREE (3) ARBITRATORS IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL SELECT ONE (1) ARBITRATOR, AND THE TWO (2) SO DESIGNATED SHALL SELECT A THIRD ARBITRATOR. If EITHER PARTY SHALL FAIL TO DESIGNATE AN ARBITRATOR WITHIN SEVEN (7) DAYS AFTER ARBITRATION IS REQUESTED, OR IF THE TWO ARBITRATORS SHALL FAIL TO SELECT A THIRD ARBITRATOR WITHIN FOURTEEN (14) DAYS AFTER ARBITRATION IS REQUESTED, THEN AN ARBITRATOR SHALL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION UPON APPLICATION OF EITHER PARTY. EXCEPT AS LIMITED BY THIS AGREEMENT, THE ARBITRATORS SHALL HAVE THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF WHICH THEY DEEM PROPER IN THE CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION, MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM DATE DUE), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF, ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, PROVIDED THAT THE ARBITRATORS WILL NOT HAVE

THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE MAJORITY OF THE ARBITRATORS SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION, AND EACH WAIVES ANY RIGHT TO CONTEST THE VALIDITY OR ENFORCEABILITY OF SUCH AWARD. THE PARTIES FURTHER AGREE TO BE BOUND BY THE PROVISIONS OF ANY APPLICABLE LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. THE PARTIES FURTHER AGREE THAT IN CONNECTION WITH ANY SUCH ARBITRATION PROCEEDING EACH SHALL FILE ANY COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES WITHIN THIRTY (30) DAYS OF THE DATE OF THE FILING OF THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM WHICH IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE WILL BE FOREVER BARRED. THIS PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING EXPIRATION OR TERMINATION OF THIS AGREEMENT.THE FRANCHISOR AND FRANCHISEE AGREE THAT ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT CLASS-WIDE BASIS, AND THAT AN ARBITRATION PROCEEDING BETWEEN THE FRANCHISOR AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AND FRANCHISEE (AND/OR FRANCHISEE'S OWNERS, GUARANTORS, AFFILIATES AND EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN THE FRANCHISOR AND ITS AFFILIATES AND ANY OTHER PERSON, NOR SHALL THE ARBITRATOR OR COURT BE EMPOWERED TO ORDER SUCH CONSOLIDATION.

C. <u>FRANCHISOR MAY REPRESENT AFFILIATES</u>. BEE ORGANIZED FRANCHISE, INC., SHALL HAVE THE RIGHT TO PURSUE ANY CLAIM ON BEHALF OF ITSELF AND/OR ANY AFFILIATE FOR ANY AMOUNTS OWED BY FRANCHISEE TO THE FRANCHISOR OR ANY OF ITS AFFILIATES IN ANY LEGAL PROCEEDING BEFORE A COURT OF COMPETENT JURISDICTION OR AN ARBITRATOR WHETHER THE AMOUNT OWED IS TO ANY AFFILIATED FRANCHISOR.

D. <u>COSTS AND ATTORNEYS FEES</u>. IF A CLAIM FOR AMOUNTS OWED BY FRANCHISEE TO FRANCHISOR OR ITS AFFILIATES IS ASSERTED IN ANY LEGAL PROCEEDING BEFORE A COURT OF COMPETENT JURISDICTION OR AN ARBITRATOR, OR IF FRANCHISOR OR FRANCHISEE ARE REQUIRED TO ENFORCE THIS AGREEMENT IN A JUDICIAL OR ARBITRATION PROCEEDING, THE PARTY PREVAILING IN SUCH PROCEEDING SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ARBITRATION FEES, COURT COSTS, FEES FOR IN-HOUSE OR OUTSIDE ATTORNEYS AND PARALEGALS, MANAGEMENT PREPARATION TIME, EXPERT WITNESS FEES, REASONABLE COLLECTION AGENCY FEES, ACCOUNTING FEES AND ARBITRATOR FEES, WHETHER INCURRED PRIOR TO, IN PREPARATION FOR OR IN CONTEMPLATION OF THE FILING OF SUCH PROCEEDING. IF FRANCHISOR IS REQUIRED TO ENGAGE A COLLECTION AGENCY OR LEGAL COUNSEL IN CONNECTION WITH ANY FAILURE BY FRANCHISEE TO PAY WHEN DUE AMOUNTS DUE THE FRANCHISOR, OR TO SUBMIT WHEN DUE ANY REPORTS, INFORMATION, OR SUPPORTING RECORDS, OR IN CONNECTION WITH ANY FAILURE TO OTHERWISE COMPLY WITH THIS AGREEMENT, FRANCHISEE SHALL REIMBURSE FRANCHISOR FOR ANY OF THE ABOVE LISTED COSTS AND EXPENSES INCURRED BY FRANCHISOR.

E. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL. THE FRANCHISOR AND FRANCHISEE HEREBY 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 EACH SHALL BE LIMITED TO THE RECOVERY OF ANY (i) ACTUAL DAMAGES SUSTAINED BY IT AND (ii) TRADEMARK LAW TREBLE DAMAGES. THE FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

F. LIMITATION OF CLAIMS. EXCEPT FOR CLAIMS ARISING FROM UNDERREPORTING OF GROSS REVENUES BY FRANCHISEE OR NONPAYMENT OF AMOUNTS OWED BY FRANCHISEE TO THE FRANCHISOR OR ITS AFFILIATES PURSUANT TO THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE FRANCHISOR AND FRANCHISEE IN THE CONNECTION WITH FRANCHISEE'S OPERATION OF THE BUSINESS SHALL BE BARRED UNLESS AN ACTION OR PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIMS.

G. GOVERNING LAW/CONSENT TO JURISDICTION. EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTION 1051 ET. SEQ.) AND EXCEPT THAT ALL ISSUES RELATING TO ARBITRATION OR THE ENFORCEMENT OR INTERPRETATION OF THE AGREEMENT TO ARBITRATE SET FORTH IN OF THIS SECTION SHALL BE GOVERNED BY THE UNITED STATES ARBITRATION ACT (9 U.S.C. SECTION 1 ET. SEQ.) AND THE FEDERAL COMMON LAW RELATING TO ARBITRATION, THIS AGREEMENT AND THE FRANCHISE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF KANSAS (WITHOUT REFERENCE TO ITS CHOICE OF LAW AND CONFLICT OF LAW RULES). FRANCHISEE AND GUARANTOR(S) AGREE THAT THE FRANCHISOR MAY INSTITUTE ANY ACTION AGAINST FRANCHISEE AND GUARANTOR(S) ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHICH IS NOT REQUIRED TO BE ARBITRATED HEREUNDER OR AS TO WHICH ARBITRATION IS WAIVED) IN ANY KANSAS STATE COURT OF GENERAL JURISDICTION OR A FEDERAL COURT FOR KANSAS CITY, KANSAS, AND FRANCHISEE AND GUARANTOR(S) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION FRANCHISEE AND GUARANTOR(S) MAY HAVE TO EITHER THE JURISDICTION OR VENUE OF SUCH COURT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CERTAIN STATES REQUIRE THAT VENUE FOR ANY LEGAL ACTIONS REGARDING THIS AGREEMENT OR THE FRANCHISE SHALL LIE AND, IN SOME CASES, WILL BE INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF RESIDENCE OF THE FRANCHISEE OR STATE OF FRANCHISED BUSINESS LOCATION IN ACCORDANCE WITH EACH INDIVIDUAL STATE FRANCHISE LAWS THEN IN EFFECT (INCLUDING BUT NOT LIMITED TO THE STATE OF ILLINOIS).

10. Independent Contractor The Franchisor and Franchisee are independent contractors This Agreement does not create a fiduciary relationship between the Franchisor and Franchisee

A Franchisee is not and shall not represent itself (himself/herself) to be the agent, joint venture party, partner or employee of the Franchisor, or to be related to the Franchisor other than as its independent franchisee Franchisee shall conspicuously identify itself at the Franchised Business and on the vehicles of the Franchised Business and in all dealings with suppliers and customers, as the owner of the Franchised Business No representations shall be made or acts taken by Franchisee which could establish any apparent relationship of agency, joint venture, partnership or employment, and the Franchisor shall not be bound in any manner whatsoever by any agreements, warranties or representations made by Franchisee to any other person nor with respect to any other action of Franchisee

B The Franchisor shall have no liability for any sales, use, excise, income, property or other taxes levied upon the Franchised Business or its assets or in connection with the sales made or business conducted by the Franchised Business All advertising fees and other charges referred to in this Agreement are quoted exclusive of any value added or other tax chargeable thereon, and Franchisee shall pay any such tax as required by law The Franchisor shall not be obligated or liable for any injury or death of any person or damage to any property caused by Franchisee's action, failure to act, negligence or willful conduct, nor for any liability incurred by Franchisee By way of example and not limitation, the Franchisor shall not be liable for any insurance to be provided by Franchisee's subcontractors nor for Franchisee's violation of immigration or any other laws

C Except for claims relating directly to an intentional wrongful act of Franchisor, Franchisee shall indemnify, save and defend the Franchisor and its affiliates and their shareholders, members, directors, officers, employees and agents harmless from all fines, losses, taxes, lawsuits, proceedings, claims, demands or actions of any nature or kind whatsoever, directly or indirectly arising out of, or in any manner whatsoever associated or connected with Franchisee's operation of the Franchised Business and against any and all damages, costs, expenses and fees (including without limitation, attorneys', accountants', and experts' fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) incurred by Franchisor and its affiliates in the investigation or defense of any and all such fines, taxes, suits, proceedings, claims, demands or actions The Franchisor shall have the right to defend any such claim against it This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement Franchisor shall indemnify Franchisee from legitimate product liability claims as well as any losses caused by the intentional acts of the Franchisor

11. <u>General Provisions</u>

A This Agreement shall be binding upon the parties and their respective executors, administrators, heirs, assigns and successors in interest All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when tendered for delivery if delivered by hand, or one day after the date of deposit if deposited with a commercial delivery service which guarantees next day delivery, or two (2) days after deposit if mailed certified mail, return receipt requested, postage prepaid, addressed to the appropriate party at their respective addresses above or at such other place as the party entitled to notice may designate by notice given in the same manner to the other Time is of the essence of this Agreement and all provisions shall be so interpreted If any applicable law or rule requires a greater prior notice of the termination of or election not to renew this Agreement, or the taking of some other action than is required under this Agreement, the prior notice or other requirements required by this law or rule shall be substituted for the requirements of this Agreement The obligations and authorizations hereunder shall be joint and several Anywhere in this Agreement Franchisee's shareholders (in the case of a corporation) or partners (in the case of a partnership) or owners of any other type of legal entity are referred to, this provision shall also apply fully and personally to any member of any limited liability company or any other legal entity The invalidity of any provision of this Agreement shall not impair the validity of any other provision If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court In the case of any questions of ambiguity relating to any provisions contained herein, there shall not be any construction against the drafter of the document The preamble and recitals set forth above are hereby incorporated into and made a contractual part of the covenants of this Agreement The exhibits and Appendix "1" referred to in this Agreement are attached hereto, made a part hereof, and are incorporated herein by reference

B The headings and captions in this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the construction or interpretation of any provision of this Agreement Whenever required by context, the masculine pronouns shall include the feminine and neuter genders and the singular shall include the plural and vice versa No waiver of or failure to enforce any of the provisions, terms, conditions, or obligations herein by any party shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation of this Agreement or of any other provision, term, condition, or obligation hereunder, whether the same or different nature Subsequent acceptance by the Franchisor of the payments due it hereunder shall not be deemed to be a waiver by the Franchisor of a preceding breach by Franchisee If there develops a custom or practice which is at variance with the terms of this Agreement, the Franchisor will not be deemed to have waived its right to demand exact compliance with any of the terms of this Agreement at a later time Franchisee acknowledges that the Franchisor has and will in the future enter into license or franchise agreements with third parties pursuant to which such third parties are licensed to use the Marks and otherwise receive the benefits of the System (the "Other Agreements") Franchisee acknowledges that the provisions of the Other Agreements have or may vary substantially from those contained in this Agreement No action taken by Franchisor with respect to any one or more of the Other Agreements or any party thereto shall create a course of conduct which may be relied upon or asserted by Franchisee under this Agreement as a modification to this Agreement or otherwise Franchisor shall not bear any liability whatsoever to Franchisee under this Agreement by reason of Franchisor's failure to waive any of the provisions of this Agreement, or to give a consent or approval hereunder even though Franchisor may have waived such provisions or similar provisions or given similar consents or approvals under any one or more of the Other Agreements The rights of the Franchisor and Franchisee hereunder are cumulative and no exercise or enforcement by the Franchisor or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by the Franchisor or Franchisee of any other right or remedy hereunder or which the Franchisor or Franchisee are entitled by law to enforce No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent

C If by virtue of the community property laws of any state, Franchisee's spouse is deemed to have any property interest in this Agreement, Franchisee's ownership interest, or the Franchised Business, the Franchisor will require Franchisee's spouse to consent and join in all of the terms and conditions of this Agreement, any related agreements and any amendments thereto

D This Agreement contains the sole and only agreement between the parties as to the matters, privileges, rights, titles, interests, duties, obligations, and performances herein set forth, all prior negotiations, verbal or written, being integrated herein and hereby, and same shall only be changed, altered, modified, amended, supplemented or novated by a writing signed by all the parties hereto This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

12. **Acknowledgments and Waivers** Franchisee hereby acknowledges that Franchisee has had the time and opportunity to obtain the advice and assistance of independent attorneys, accountants and other professional advisors and that all of Franchisee's questions regarding the Franchised Business have been answered to Franchisee's satisfaction prior to Franchisee's signing of this Agreement Franchisee acknowledges that Franchisee understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's high standards of quality and service and the uniformity of those standards at all Franchised Businesses in order to protect and preserve the goodwill of the Marks Franchisee acknowledges that Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognized that, like any other business, the nature of the Franchised Business may evolve and change over time, that an investment in a Franchise Business involves business risks and that the success of the venture is largely dependent upon Franchisee's business abilities and efforts Franchisee acknowledges that neither Franchisor nor any of its agents has made any oral, written or visual representations or projections of actual or potential sales, costs, earnings, income, gross or net profits or success of the business venture contemplated by this Agreement Franchisee acknowledges that Franchisee has not received or relied on any representations about the franchise by Franchisor, or its officers, directors, employees or agents, that are contrary to the terms herein Franchisee acknowledges that in all of Franchisee's dealings with Franchisor, the officers, directors, employees and agents of Franchisor act only in a representative capacity, not in an individual capacity Franchisee further acknowledges that this Agreement and all business dealings between Franchisee and such persons as a result of this Agreement are solely between Franchisee and Franchisor Franchisee acknowledges that Franchisor reserves the right, without accountability to Franchisee, to receive and retain commissions, rebates, allowances and other similar amounts received by Franchisor from any supplier who has been approved by Franchisor from time to time in connection with the supply of services, fixtures, furnishings, equipment, signs, supplies, and other products or services for the Franchised Business Franchisee acknowledges that the covenants not to compete set forth in this Agreement are fair, reasonable and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors Franchisee affirms that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, with Franchisee expressly acknowledging that Franchisor is relying upon the truthfulness, completeness and accuracy of such information Franchisee states that they/it has/have no legal claims against the Franchisor or any of its affiliates and releases the Franchisor and its affiliates and their respective officers, directors, managers, agents and employees from any damage, expense, claim or actions of the past

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date herein

FRANCHISEE:	**FRANCHISOR:**
______________________,	**Bee Organized Enterprises**
[Insert Entity Name]	
By. ______________________	**By** ______________________,
Print Name ______________________	**Print Name.** ______________________,
Title ______________________	**Title** ______________________,

[INSERT Signature line and Names for all Individual Owners]

By ______________________,
______________________, Individual

By ______________________,
______________________, Individual

By ______________________,
______________________, Individual

[Add Extra Page if More Individual Owners]

INDIVIDUAL OWNER SIGNATURES/GUARANTY/SECURITY AGREEMENT.

The undersigned representing they are **all of the owners and spouses and of Franchisee**, hereby unconditionally undertakes as owner and agrees to be individually, personally and jointly and severally liable and bound by all terms (including but not limited to paragraphs 5 and 9) and all other obligations whatsoever under the Franchise Agreement and any current or future loan agreements or any other agreements with Franchisor and any of its affiliates (all such agreements collectively referred to as "Agreements") as a guarantor on first demand with primary liability for complete and timely compliance of the Franchise Agreement and all other Agreements including but not limited to the complete and timely payment of all monies payable under the Agreements(including but not limited to all amounts for any Royalties, fees, or any other items due to Franchisor and affiliates and any services provided by Franchisor and affiliates) and all accrued interest, contractual penalties and any other costs or fees to Franchisor and affiliates, and shall immediately on first demand, pay to Franchisor or any person or entity to whom Franchisor chooses to transfer the rights and obligations under the Agreements all monies so payable

The undersigned shall also be personally liable under and bound by the restrictions regarding participation in other commercial activities than the operation of the Bee Organized business etc , and confidentiality and noncompetition including payment of all agreed costs and damages The undersigned also hereby agrees to the grant of a security interest in all items specified in paragraph 5 of the Franchise Agreement This guaranty and security agreement shall be fully enforceable without signing any other separate documents and are incorporated into the Franchise Agreement These obligations are governed by U S law, and include all present and future advances and interest and costs under all Agreements, and are all joint and several against each person signing, and include all owners' spouses (and by not including and having a spouse sign, the undersigned is representing they are currently unmarried) The undersigned shall at the time of signing be provided with a copy of the Agreement

1) ______________________________ **(signatures)** ______________________________ **(Spouse)**
______________________________, **[Insert Name]** ______________________________, **[Insert Spouse Name]**

____

[Insert Director/Owner/Spouse-Name, home address, citizenship, date of birth, social security number,]

2) ______________________________ **(signatures)** ______________________________ **(Spouse)**
______________________________, **[Insert Name]** ______________________________, **[Insert Spouse Name]**

____

[Insert Director/Owner/Spouse-Name, home address, citizenship, date of birth, social security number,]

3) ______________________________ **(signatures)** ______________________________ **(Spouse)**
______________________________, **[Insert Name]** ______________________________, **[Insert Spouse Name]**

____

[Insert Director/Owner/Spouse-Name, home address, citizenship, date of birth, social security number,]

[Add Extra Page if More Individual Owners and Spouses]

APPENDIX "1"

TO THE BEE ORGANIZED® FRANCHISE AGREEMENT, DATED EFFECTIVE _______ 2019,

FRANCHISE TERRITORY AND
REQUIRED MINIMUM ANNUAL GROSS REVENUE AMOUNTS AND SCHEDULE

The following information is hereby specified for inclusion in the Franchise Agreement

1 **Franchise Location-Territory** the franchise location and Territory of the Bee Organized® Franchised Business are the geographical area described as within the following current U S (_________________) [Insert City, County, etc ,] Postal Zip Codes ____

____

The centers of the respective streets (freeway, expressways, turnpikes, political boundaries) and other dividers shall be considered the boundaries If political boundaries are used to describe the area, the political limits are those represented on the map provided by the Franchisee for this Franchise Agreement Changes of political limits will have no effect on the boundaries as set forth in this description or on the referenced map, and

2. **Required Minimum Annual Gross Revenue Amounts and Schedule:** Franchisee shall be required to be generating the following amounts of Minimum Gross Revenue Amounts for the Franchised Business within the specified time frames (Calendar Years) In the event Franchisee fails to strictly adhere to and achieve the amount of Minimum Gross Annual Revenue Amounts within the time frames herein, then at Franchisor's sole election, either Franchisee's Territory may be reduced (depending upon population density in Franchisor's sole determination) or the Franchise Agreement may be unilaterally terminated by Franchisor and the Territory deemed forfeited by Franchisee and Franchisor may sell the Territory to any third party

Calendar Year*	Minimum Gross Revenue Amount
Year # 1	$_______
Year # 2	$_______
Year # 3	$_______
Year # 4	$_______
Year # 5	$_______
Year # 6	$_______
Year # 7	$_______
Year # 8	$_______
Year # 9	$_______
Year # 10	$_______

* (Calendar Year # 1 starts on the Effective Date and ends 365 Calendar days thereafter, Calendar Year # 2 starts on the calendar day following the end of Calendar Year # 1, and with each following Calendar Year continuing in 365 calendar day increments thereafter)

FRANCHISOR Bee Organized Enterprises, LLC

By ______________________________

______________________________,
[INSERT Name-Title]

FRANCHISEE ______________________,
[Insert Entity Name]

By ______________________________,

______________________________,
[INSERT Name-Title]

By ______________________________

______________________, personally
[INSERT Name-Title]

By ______________________________,

______________________, personally

EXHIBIT C TO THE DISCLOSURE DOCUMENT
AGENTS FOR SERVICE OF PROCESS/ STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for service of process and franchising disclosure/registration laws We may not yet be registered to sell franchises in any or all of these states

If a state is not listed, Bee Organized Enterprises, LLC, has not appointed an agent for service of process in that state in connection with the requirements of franchise laws There may be states in addition to those listed above in which Bee Organized Enterprises, LLC has appointed an agent for service of process

There may also be additional agents appointed in some of the states listed

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	Department of Business Oversight, Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505	Attorney General's Office 110 West A Street, Suite 1100 San Diego, CA 92101 (619) 645-2050
	Sacramento 1515 K Street, Suite 200 Sacramento, CA 95814-4052 (916) 445-7205	Dept of Business Oversight-Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505
	San Francisco 71 Stevenson Street, Suite 2100 San Francisco, CA 94105 - ph (415) 972-8559	
CONNECTICUT	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8299 or (860) 240-8232
DISTRICT OF COLUMBIA	Superintendent of Corporations, Dept of Consumer and Regulatory Affairs, Business and Professional Licensing Adm Corporations Div , Mail-PO Box 92300, Washington, DC 20090	(Not Applicable)
	Overnight- 1100 4th Street, SW 2nd Floor, Washington, DC 20024 - ph (202) 442-4400	
FLORIDA	NRAI Services, Inc 515 East Park Avenue Tallahassee, FL 32301	Senior Consumer Complaint Analyst Dept of Agriculture and Consumer Serv
	Secretary of State P O Box 6327 Tallahassee, FL 32314 (850) 245-6953	Terry Lee Rhodes Building 2005 Apalachee Pkwy Tallahassee, FL 32399 (850) 488-2221

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
GEORGIA	Corporations Division Suite 313 West Tower 2 Martin Luther King Jr Dr Atlanta, GA 30334-1530 (404) 656-2817	Office of Consumer Affairs No 2 - Martin Luther King Dr Plaza Level, East Tower Atlanta, GA 30334 (404) 656-3790
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Securities Department 421 E Capitol Ave , 2nd Floor Springfield, IL 62701 (217) 782-2256
INDIANA	Secretary of State Administrative Offices 201 State House Indianapolis, IN 46204 (317) 232-6681	Indiana Office of Attorney General Consumer Protection Division 302 West Washington Street, IGCS 5th Floor Indianapolis, IN 46204 (317) 232-6330
IOWA	Iowa Secretary of State 1007 East Grand Avenue Room 105, State Capitol Des Moines, IA 50319 (515)-281-8993	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of Attorney General-Securities Div 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce Corporations and Securities Bureau 525 W Ottawa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator-Consumer Protection Antitrust and Franchise Unit Dept of Attorney General PO Box 30213 Lansing, MI 48909 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St Paul, MN 55101-2198 (651) 296-6328	Department of Commerce Registration Division 133 East 7th Street St Paul MN 55101 (651) 296-6328
NEW JERSEY	National Registered Agents, Inc of NJ 100 Canal Pointe Blvd , Suite 212 Princeton, NJ 08540	(Not Applicable)

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
NEW YORK	Secretary of State of the State of New York 162 Washington Street Albany, NY 12231	Attorney General Division of Economic Justice Investor Protection Bureau New York State Department of Law 28 Liberty Street New York, New York, 10005 (212) 416-8236
NORTH CAROLINA	(Not Applicable)	North Carolina Department of the Secretary of State P O Box 29622 Raleigh, NC 27626 (919) 807-2000
NORTH DAKOTA	North Dakota Securities Department Fifth Floor 600 East Boulevard Bismarck, ND 58505	Franchise Examiner North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OHIO	(Not Applicable)	Attorney General's Office Consumer Protection Section 25th Floor, State Office Tower 30 E Broad Street - 14th Floor Columbus, OH 43215 (614) 466-8831
OKLAHOMA	(Not Applicable)	Oklahoma Department of Securities Suite 860, First National Center 120 N Robinson Oklahoma City, OK 73102 (405) 280-7700
PENNSYLVANIA	National Registered Agents, Inc State of Pennsylvania, County of Dauphin 600 North Second Street, Suite 401 Harrisburg, PA 17101	(Not Applicable)
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Dept of Consumer & Bus Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
RHODE ISLAND	Dir of Rhode Island Dept of Business Regulation, Securities 233 Richmond Street, Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities, Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Director of South Dakota Division of Securities 445 E Capitol Ave Pierre, SD 57501 (605) 773-4823	Franchise Administrator Division of Securities 445 E Capitol Ave Pierre, SD 57501 (605) 773-4013
TEXAS	National Registered Agents, Inc 16055 Space Center Blvd Ste235 Houston, TX 77062	Secretary of State Statutory Document Section P O Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	(Not Applicable)	Consumer Protection Division 160 East Three 300 South P O Box 45804 Salt Lake City, UT 84111 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E Main Street, 1st Floor Richmond, VA 23219 (804) 371-9672	State Corporation Commission Division of Securities and Retail Franchising 1300 E Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director of Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760	Administrator Dept of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P O Box 1768 345 W Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555	Department of Agriculture Trade and Consumer Protection PO Box 8911 Madison, WI 53708-8911 (800) 422-7128

EXHIBIT D

FRANCHISEE LISTING January 1, 2019

STATE	EFFECTIVE	ADDRESS	CONTACT
1) Texas	September 15, 2017	5111 Oak Tree Circle, Dallas TX 75287	Jacquelyn Olson Ph # (469) 667-1582
2) California,	October 10, 2018	30 Foothill Ct , Danville, CA 94506	Patricia Hodson Ph # (925) 263-6606
3) Oklahoma	October 12, 2018	2853 NW 21st Street Oklahoma City, OK 73107	Catherine/Gary Warren Ph # (405) 228-6505

Exhibit D is a listing of all current franchisees and contact information There are no states in which a proposed registration or filing is or will be shortly on file No states have refused, by order or otherwise, to register these franchises No states have revoked or suspended the right to offer these franchises There are no states in which a proposed registration of these franchises has been withdrawn

EXHIBIT E-State Addendums

(California)

CALIFORNIA ADDENDUM TO BEE ORGANIZED ENTERPRISES, LLC UNIFORM FRANCHISE DISCLOSURE DOCUMENT FOR BEE ORGANIZED ENTERPRISES, LLC FRANCHISE, INC , AS OF JANUARY 1, 2019

This Addendum to BEE ORGANIZED ENTERPRISES, LLC Franchise Disclosure Document supplements and modifies the BEE ORGANIZED ENTERPRISES, LLC Franchise Disclosure Document of BEE ORGANIZED ENTERPRISES, LLC Franchise, Inc dated January 1, 2019 for all franchises in California Registration of this franchise with the State of California does not constitute approval, recommendation, or endorsement by the Department of Business Oversight

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

Item I-THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES
Our agent for service of process is the California Department of Business Oversight, and the successors in office

Item 3- LITIGATION Neither we nor any person listed in Item 2 above is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such persons from membership in that association or exchange

Item 5-INITIAL FRANCHISE FEE For franchises in California, the California Department of Business Oversight requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement

Item 17-RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION: California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise If the franchise agreement contains a provision that is inconsistent with the law, the law will control

The franchise agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (II U S C A Sec 101 et seq)

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise This provision may not be enforceable under California law

The franchise agreement requires binding arbitration The arbitration will occur at the city in which the franchisor's headquarters are located when the proceedings are conducted with the costs being borne by the non-prevailing party Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 200405, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

The franchise agreement requires application of the laws of the State of Kansas This provision may not be enforceable under California laws

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA- DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

(YOUR COPY-KEEP)

RECEIPT

ACKNOWLEDGMENT OF RECEIPT OF THE BEE ORGANIZED ENTERPRISES, LLC DISCLOSURE DOCUMENT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF BEE ORGANIZED ENTERPRISES, LLC OFFERS YOU A FRANCHISE, THEY MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU FOURTEEN CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE, OR SOONER IF REQUIRED BY APPLICABLE STATE LAW.

IF BEE ORGANIZED ENTERPRISES, LLC DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND APPLICABLE STATE AGENCY (LOCATED IN EXHIBIT "C").

The **Name, Principal Business Address, and Telephone number of each** Franchise Seller (if any-other than Franchisor) **offering the franchise are:** ____
____ **(to be completed by Franchise Seller).**

Issuance Date: January 1, 2019

I have received a Uniform Franchise Disclosure Document dated January 1, 2019 This Disclosure Document included the following Exhibits

A Audited Financial Statements as of December 31, 2017 and December 31, 2018
B Bee Organized Enterprises, LLC Franchise Agreement
C List of Agents for Service of Process and State Administrators
D Listing and contact information of current franchisees
E State Addendums (California)

Signed	____________	Signed	____________
Print Name	____________	Print Name	____________
Address	____________	Address	____________
	____________		____________
Telephone	____________	Telephone	____________
Date Received	____________	Date Received	____________

(OUR COPY-Detach and Return to us)

RECEIPT

ACKNOWLEDGMENT OF RECEIPT OF THE BEE ORGANIZED ENTERPRISES, LLC DISCLOSURE DOCUMENT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.
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B Bee Organized Enterprises, LLC Franchise Agreement
C List of Agents for Service of Process and State Administrators
D Listing and contact information of current franchisees
E State Addendums (California, Illinois, North Carolina, Virginia and Washington State)

Signed	______________	Signed	______________
Print Name	______________	Print Name	______________
Address	______________	Address	______________
	______________		______________
Telephone	______________	Telephone	______________
Date Received	______________	Date Received	______________