FRANCHISE DISCLOSURE DOCUMENT

Franchisor: BEE ORGANIZED ENTERPRISES, LLC
Type of Business Organization: Limited Liability Company
State of Organization: Kansas
Business Address: 4350 West 107th Street, Overland Park KS 66207
Telephone Number: (913) 735-6409
Home Page: www.beeorganized.com

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, and related services, under the name of Bee Organized® and which is owned by BEE ORGANIZED ENTERPRISES, LLC. and its affiliated companies.

The total investment necessary to begin operation of a Bee Organized franchised business is between $28,365.00 to $44,805.00, dependent upon the size and location of your Territory. This includes $18,705.00 that must be paid to Franchisor or its affiliates.

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: October 1, 2023

STATE COVER PAGE-BEE ORGANIZED ENTERPRISES, LLC.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Bee Organized business in my area?	Item 12 and the "territory" provisions in the franchise agreement and Appendix 1, describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Bee Organized franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Kansas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Kansas than in your own state.

2. **Short Operating History**: The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history."

3. **Sales Performance Required**: You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **Financial Condition**: The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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EXHIBITS

Exhibit A	Audited Financial Statements as of December 31, 2020, December 31, 2021 and December 31, 2022 and unaudited financial statements from January 1, 2023 through September 30, 2023
Exhibit B	Franchise Agreement, with Appendix "1" and State Addendums
Exhibit C	List of Agents for Service of Process and State Administrators
Exhibit D	Listing and contact information of current franchisees
Exhibit E	State Addendums to FDD and Franchise Agreement
Exhibit F	Table of Contents of Operations Manual

RECEIPT

Item 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 4350 West 107th Street, Overland Park KS 66207. We have one predecessor and affiliate, as defined in the Disclosure Document guidelines. Through this predecessor and affiliate, Bee Organized Enterprises, LLC, we have been in the business of professional organization since August 2015. Our predecessor and affiliate, Bee Organized LLC, is a Kansas domestic limited liability company, organized August 18, 2015 as a professional in-home organizational service in the Kansas City area, located at 4350 West 107th Street, Overland Park KS 66207. Bee Organized LLC, has not offered franchises for this business or any other business at any time, or provide any products or services to franchisees of the Franchisor. Bee Organized LLC is the sole (100%) owner of Bee Organized Enterprises, LLC, the Franchisor, 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, 10300 Howe LN, Leawood, Kansas 66206. Through our affiliates, we own the rights to the name Bee Organized® and Simplify 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, assistance in determining items to retain and discard, then determining and organizing each area, plus 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). **Bee Organized provides three lines of service:** i) Home Organization- Providing customized and sustainable organizing solutions; ii) Life Transition Assistance -Organizing and simplifying the many details during stressful times such as moving, downsizing, after a birth or a death of a loved one; and iii) Concierge Services -Taking care of the never-ending items on client's To-Do lists. Daily responsibilities include, networking with referral sources / leads, assessing future projects, writing estimates, scheduling and working organizing jobs, back office financial/bookkeeping, HR duties, marketing throughout territory, social media strategizing, content writing and managing contracts. We began offering franchises for this business on August 18, 2017 through Bee Organized LLC and we have not offered franchises in any other lines of business at any time. Bee Organized LLC, our only predecessor and affiliate, has not offered franchises in this business or in any other lines of business at any time.

The franchise offered is for the right to operate a Bee Organized® business using the Marks and the System within a specific geographical location (referred to as the "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 and are purchasing another Territory.

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. Additionally there may be (local, State and/or Federal) protocols related to the COVID-19 pandemic or any similar occurrences, that you must make yourself aware of and follow.

Operating BEE ORGANIZED Businesses. As of October 1, 2023, we listed seventeen (22) operating BEE ORGANIZED businesses in the United States (21 franchised and 1 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.

Item 2. BUSINESS EXPERIENCE

KRISTEN CHRISTIAN- Chief Marketing Officer since 2015 and co-founder of Bee Organized. Kristen oversees the marketing and sales of franchises and also is still involved in marketing and sales in the original Bee Organized business in Kansas City. She 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 since 2015 and co-founder of Bee Organized. Lisa's business experience includes sales, entrepreneurship, operations, and business development. Lisa manages the overall financial operations of both Bee Organized KC and Bee Organized Enterprises (franchising). She oversees the day to day operations of 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 since 2015. Scott is responsible for leading Bee Organized's national growth efforts in identifying and developing territories and securing new, qualified franchisees as well as overseeing sales training for new franchisees.

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

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

Item 5. INITIAL FEES

For a BEE ORGANIZED® franchise, the initial entrance or franchise fee is $15,000.00, payable in cash at the time this Agreement is signed. For franchises in certain States such as California, Maryland, North Dakota, South Dakota, Virginia and Washington, payment of the initial franchise fee and any other fees or payments to us are deferred and payable in cash by you to us, once we have fulfilled our initial pre-opening obligations to you and your franchise is open for business, (see Item 5 of the State's Addendums, including, without limitation California, Maryland, North Dakota, South Dakota, Virginia and Washington). No portion of initial franchise fee is refundable, under any circumstances. The amount of the initial franchise fee may vary dependent upon the location of the franchise which are determined on a case by case basis and there is no range of fees currently available.

You will also pay us the following additional fees before opening, per Item 7: $89.00 for web domain, (which are not refundable); $180.00 for Annual Canva Subscription, (paid monthly and not refundable), $168.00 for Annual Google Workplace, (paid monthly and not refundable); and $2,268.00 for Annual Scheduling Software, (paid monthly and not refundable). There are no other fees or payments you

would pay us before you open for business, unless you purchase optional branded promotional items from us which should cost between $500. to $1,000 (which are not refundable). The total of all of the above initial fees to us including optional promotional items is $18,705.00.

Item 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 and see footnote (2)
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. (4)
Audit	Cost of inspection or audit	As incurred.	Payable only if you fail to furnish reports or records or if an audit reveals you have understated your Gross Revenues (1) by more than 2%.
Interest	1.5% per month on past-due amounts	As incurred.	Payable to us-see footnote (3).
Late Fee	$250. for each notification, non-sufficient funds check or demand for payment or late report.	As incurred.	Payment Demands, non-sufficient funds checks & other Franchise Agreement violations-i.e. failure to timely provide reports & financial statements.(4)
Royalties	Between 8% and 16% of monthly Gross Revenues (1).	Monthly	The Minimum Royalty Fee is the greater of $400.00 per month or 16% of Monthly Gross Revenue. Payable to us throughout the term. (4)
Local Advertising and Marketing	2% of Annual Gross Revenues (1)	Annually	Payable to your advertising and marketing vendors (5)
Company Brand Fund Advertising & Marketing	Up to 2% of Annual Gross Revenues (1)	Annually-starting when Brand Fund is established in the future by Franchisor.	Payable to us or third party we designate in the future. (5)
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 Revenues (both monthly and annually) include all revenue collected by franchisee from any and all business activities related in any manner directly or indirectly to the franchised business, including without limitation, sales of services and materials, and any other fees or revenues collected from the business activities of the franchised business. Per Section 2. B. of Franchise Agreement, Franchisee shall pay Franchisor a monthly Royalty Fee, equal to a percentage of Franchisee's Monthly Gross Revenue, beginning at a minimum of $**400.00 per month** or 16% Monthly Gross Revenue, whichever is greater, for Monthly Gross Revenue of $8,416.00 or less. The Royalty Fee percentage decreases as Franchisee's Monthly Gross Revenue increases, down to 8% of Monthly Gross Revenue of $20,833.00 or greater.

(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 Revenue 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 also develop our own "Brand" Marketing programs and require our franchisees (including you) to contribute up to 2% of your Annual Gross Revenue towards the cost. Your required contribution towards any "Brand" marketing we develop, shall be in addition to your 2 % minimum Local Advertising and Marketing expenditure requirement referenced above.

Item 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	**Actual or Estimated Amounts**	**Method of Payment**	**When Due**	**To Whom Payment is To Be Made**
Initial Franchise Fee (1)	$15,000.	Lump Sum.	on signing Franchise Agreement.	Us. (2) (8)
Travel & Living Expenses During Training	$1,500. to $2,000.	As incurred.	Prior to Opening.	Other suppliers. (7)
Office Supplies, Equipment and furniture	$100. to $150.	As incurred.	Prior to Opening.	Other suppliers.
Business Insurance	$1,800. to $4,200. (per year)	. $150. to $350 (per month)	Each year.	Other suppliers.
Printing Costs- bus. Cards, etc.	$200. to $600./yr.	As incurred	Each year	Other suppliers

Web Domain	$89.	As incurred	Each Year	Payable to us
QuickBooks subscription	$360. to $2,400. per year	$30. to $200. per month	Each month	Payable to third party
Mailchimp subscription	$0. to $2400.* per year, depending on database size	$0. to $200.* per month, depending on database size	Each month	Other suppliers
Canva subscription	$180. Per year	$15. Per month	Each month	Payable to us
Training of Bees	$450. to $1,350.	One time, depending on number of Bees & pay rate	Prior to opening	Payable to third parties-through payroll
Computer Equipment	$750. to $2,000.	One time	Prior to Opening	Other suppliers
Google Workplace	$168. per user, per year	$14. per user, per month	Each month	Payable to us
Scheduling Software	$2,268. Per year	$189. per month	Each month	Payable to us
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 Digital Ads	$3,000. to $6,000. per year	$500. to $1,000. per month	Between 1 month before and 5 months after scheduled Territory Opening.	Other Suppliers.
Additional Funds to open and for 1st 90 days (3)	$500. to $1,000.	As incurred	During 90 days after opening	Us-for optional branded promotional items
TOTAL (4) (5) (6)	$28,365.00 to $44,805.00	---	---	---

Explanatory Notes to Table:

(1) Initial Franchise Fee. As described in Item 5, for a BEE ORGANIZED franchise, the initial franchise fee is $15,000.00.

(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. There are additional (but optional) branded promotional items you can purchase.

(4) 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.

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

(6) 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.

(7) Amounts paid to others may not be refundable.

(8) 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.

Item 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Restrictions on services you may offer. No trash removal or hauling or moving services shall be offered by Franchisee. Franchisees are also prohibited from offering and performing consultative services for compensation to other franchisees.

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. The estimated proportion of required purchases and leases in relation to all purchases and leases to be made by you in: (a) establishing the business, are between 51% and 72%; and (b) operating the business, are between 28% and 49%.

Although neither we (nor any of our affiliates) currently specify or sell any items, equipment, supplies, apparel and signs, that you may use for your Franchised Business, we may at any time in the future, provide you with written specifications of certain items, (including equipment, supplies, apparel and signs) that you must use for your Franchised Business, that we have approved as meeting our specifications and standards for appearance, function, trade dress, design, quality and performance and require that you to purchase or lease them only from reputable suppliers. There are no suppliers you may use for your Franchised Business that are owned by: us; or our only predecessor and affiliate, Bee Organized, LLC; or any officer or individual owner of us or Bee Organized, LLC. If we provide you with written specifications for any such items in the future, our specifications will specify in writing:

(1) The good or service required to be purchased or leased;

(2) Whether we or our affiliates are approved suppliers or the only approved suppliers of the good or service;

(3) Any supplier in which an officer of the Franchisor owns an interest;

(4) How we grant and revoke approval of alternative suppliers, including:

(i) Whether our criteria for approving suppliers are available to Franchisees.

(ii) Whether we permit Franchisees to contract with alternative suppliers who meet our criteria.

(iii) Any fees and procedures to secure approval to purchase from alternative suppliers.

(iv) The time period in which you will be notified of approval or disapproval.

(v) How approvals are revoked by us.

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.

We require that you maintain the following insurance policies:

a. "All risk" property insurance coverage on all assets, including equipment, including a Property Damage endorsement of $10,000 or more for the Personal Property of your clients in your care, custody and control; and

a. Comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your business, containing minimum liability protection of $1,000,000 per occurrence, and $1,000,000 in the aggregate, with a maximum deductible of $10,000 per claim; and

a. Worker's compensation insurance and employer's liability insurance as required by law; and

a. Automobile liability and property damage insurance covering all loss, liability, claim or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobiles or motor vehicles, owned, leased, or used by you, or your officers, directors, employees, partners or agents, in the operation of your business, containing minimum liability protection of $1,000,000, with a maximum deductible of $1,000 per claim; This coverage can also be added to your General Liability Policy (if your business does not own any cars) by way of Hired and Non-Owned Automobile Coverage.

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.

Item 9. FRANCHISEE'S OBLIGATIONS

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-	Sections 3D, 3F, 5D, 5F, 5G, 5H, 6, 7, 8, and Appendix "1"	Items 9 and 12

-Minimum Gross Annual Revenue Requirements		
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/Marketing	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

Item 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Item 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.

(5) Because you are not required to have an office or storage facility, we do not select or approve your work location or site.

(6) Because we do not have any specific requirements at this time related to your equipment, signs, fixtures or supplies, we do not provide any assistance to you related to these items.

(7) The typical length of time between the : (i) earlier of the (a) signing of the franchise agreement or (b) first payment of consideration for the franchise; and (ii) opening of the business has been approximately (60-75) sixty to seventy-five days, from signing franchise agreement to opening of the business.

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

(1) Provide you a continuing advisory and support services throughout the Term of your Agreement by telephone or at our home office concerning the operation of your Franchised Business. (Franchise Agreement – Section 4.C). Examples include:
-Zee Bee Pow Wow Call (monthly call with all Franchisees);
-Zee Bee Wrap (monthly email to all Franchisees);
-Monthly 2:1 Call (Monthly individual call with Founders);
-*Hi Honey* (monthly internal newsletter to all Franchisees and their employees);
-Monthly 'Creating Buzz' (email of marketing ideas, new promos and tools);
-Quarterly virtual trainings (rotation of topics including Sales & Marketing, HR issues, Social Media and Continuing Ed);
-Annual Zee Bee Summit (optional 3-day gathering of all Franchisees at different locations);
-Customized QuickBooks set-up and support;
-Daily access to Corporate Bee Organized as well as other virtual summits / webinars, occasional formal all Franchisee team meetings, plus Franchisor principals will be accessible via phone, text and/or email;
- access to all marketing materials developed for Franchisees including Bee Organized Blog, client letters, monthly newsletter and Social Media inventory, etc.

(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 Marketing and Future Brand Promotion. We require you to spend at least a total of two percent (2%) of your Annual Gross Revenue for all regional and local advertising and promotion of the Franchised Business and the Marks, each year. Additionally, in the future we may develop our own "Brand" Marketing programs and require our franchisees (including you) to contribute towards the cost. In addition to Local Advertising and Marketing, Franchisor may in the future, develop its own "Brand" Marketing programs and you agree to contribute up to 2% of your Annual Gross Revenue towards the cost of any such marketing programs. We in our sole discretion, will determine the amount of your required annual contribution (payments to us) to be applied towards any such Brand Marketing program established by us. However, your required contribution towards any "Brand" marketing developed by us, shall be in addition to your two percent (2%) minimum local advertising and marketing expenditure requirement. If any such Brand Marketing program is established by us in the future, an accounting of income and expenditures made by such Brand Marketing program will be sent to you, at any time thereafter, within 90 calendar days of our receipt of your written request and you shall receive an annual accounting of all income and expenditures made by such Brand Marketing program, within ninety (90) calendar days after the end of each calendar year in which you have contributed any funds.

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 New Franchisee Introductory (initial training) on the operation of a BEE ORGANIZED® Franchised Business to you starting with **Colony College Prep Course** which includes an extensive list of to-do's that covers: Personal Information, Business Entity, Operations, Goal Setting, Competition, Finances, Marketing, Training, Web, Vendors / Partners, Launch Plan, etc; and **Colony College**-Face-to-face Intensive 3-day training with Founders in Kansas City reviewing Bee Organized Operations Manual and Step by step plan for first 90-days after launch. You will complete Colony College Prep Course and Colony College prior to your Territory opening. Thereafter, we offer **Pre-Flight** and then also **Take Flight,** as a continuation of Colony College Training-support. Although there are no additional fees for this training, you are responsible for all travel and living expenses, which you 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 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/conducted by Kristen Christian and Lisa Foley (each with over 7 years experience in each subject) and shall initially include sales and services and marketing.

In addition to the above training, we provide you pre-opening, opening and on-the-job supervision and assistance.

All Training you are required to attend (Initial-pre opening and Ongoing), is:
- strictly limited to Owners of the Franchise (with no limit on number of Owners attending); and
-at no additional cost (for Training) to Franchisee Owners, except you are responsible for all costs to attend required Training (all travel, hotel and meal costs, etc).

Ongoing Training. You must participate, if we require, in up to two weeks 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.

BEE ORGANIZED
TRAINING PROGRAM
(4/1/21)

(Column 1) Subject	(Column 2) Hours of Classroom Training	(Column 3) Hours of Training On-The-Job	(Column 4) Location
PRE-TRAINING: **Colony College Prep Course (CCPC)** CCPC is a structured approach to setting up the foundation of the business. We have designed CCPC to be a collaborative list of initial to-do's with duties to be completed by both the Franchisee and Franchisor. - **Designated Website** (Each market has their own webpage for marketing purposes, show local ownership / styles, search engine optimization with images, services contact info. specific to each market) **-Communications** (Directions and assistance in setting up Google my Business, voicemail, email, email signature, G-suite, project management software, Mailchimp) **-Accounting** (Directions and assistance in setting up of QuickBooks, chart of accounts, merchant accounts, bank account, credit card, Venmo, PayPal, payroll) **-Business Insurance and Registration** **-Competition / Industry** (Research analysis on local and national competition, industry leaders, associations) **-Sales Strategy** (Compile contact / mailing list, researching referral partnerships, suggested organizations, networking opportunities) **-Establish Social Media Presence** (Assistance in setting up and access to multiple platforms of social media with Bee Organized Brand Standards and content strategy) **-Resources** (Research and establish vendor partners)	20		Franchised Location-Online

-Goals (Defining and setting personal, business and financial goals with accountability measures) **-Getting Prepared** (Bee work bag & materials, marketing collateral, branded promo items)			
TRAINING: **Colony College (CC)** Colony College (CC) is an intense three day in-person training program conducted by the Founders of Bee Organized and their support staff. CC is a comprehensive program to prepare new Franchisees to run their own business. **-Bee Organized** (Past, Present & Future, Mission / Vision, BEEliefs) **-Industry of Professional Organizing** (Comprehensive Industry history, NAPO, competitors, statistics) **-7 Organizing Profile Traits** (Unique look into who we are in relation to our stuff through proprietary profiles created to assist in employee training and communicating to clients) **-Marketing & Sales** (Advertising, sponsorship, partnerships, collateral, speaking opportunities) **-Sales Process** (Assessment guidelines, tips and tricks, role play) **-Social Media** (Review of Bee Organized Brand Standards, platforms, content, collaborations) **-Operations** (Assessment, estimating, scheduling, communication, process, mHelp software) **-Bee Organized Method of Organizing** **-Invoicing & Payroll** **-Human Resources** **-Goal Setting**	18	6	Kansas City (including some time at KC Franchisee location)

PRE FLIGHT PROGRAM: Marketing letter / announcement Press Release Social media content Social Media Ad Creation Social Media training, scheduling and inventory CRM training Mock Assessment Training Mock Estimate Training Email Marketing and Mailchimp Training	10		Franchised Location-online
FOLLOW-UP TRAINING / SUPPORT: **Take Flight!** **Take Flight**! is a program designed to give structure and amped up support for the first 60-days after launch date -Access to Bee Organized Franchise Shared Drive -Goal Keeping & Accountability -60-days of Social Media Strategy -Social Media Posts -Forecasting Assistance -Weekly support / pow wow calls with Founders and support staff -Marketing support -Hiring / Onboarding / Training support and assistance -Estimating support -Access to Bee Organized training video inventory -Daily access to Founders and support staff		Primarily the first 60 days of operation	Franchised Location
Ongoing Support -Daily access to Founders and support staff -Monthly Zee Bee Pow Wow calls -Monthly 2:1 call with Founders -Monthly customizable newsletter -Monthly universal social media posts -Annual Zee Bee Summit -Ongoing development and improvement of systems and	ongoing	ongoing	Franchised Location and other locations

processes - Monthly 'Creating Buzz' support package with marketing ideas, tools, campaigns, posts, articles, partnerships, etc. - quarterly SEO analytics, support and guidance on website and social media platforms			

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. Per Item 7, we estimate your initial cost to purchase computer equipment to be $750.00 to $2,000.000. 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 one hundred twenty (120) 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. Per paragraphs 5 C, 5 D and 5 H of the Franchise Agreement, we may require you from time to time, to upgrade your computer equipment and/or software at your sole cost. Per Item 7, we estimate that your ongoing costs to maintain and upgrade your software to be $1,788.00 per year, payable to third parties. 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. Franchisees are prohibited from offering and performing consultative services for compensation to other franchisees. Although we do not require minimum and maximum prices for goods and services sold by you, we do conduct a competitive analysis of local and national competitors in your market and make recommendations as to minimum and maximum prices for goods and services you sell, however these are merely recommendations and not requirements.

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 the Franchise Agreement and Company Operating Manual (collectively the "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. The Bee Organized Manual is not a physical published document and is in an electronic format which is updated and changed almost weekly. Franchisor estimates that as of the Issue Date the Bee Organized Manual currently consists of 1,739 pages, although again it changes continually. 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.

The Table of Contents to the Bee Organized Operating Guidelines is attached as Exhibit "F".

Item 12. TERRITORY

Exclusive Territory. You receive a franchise for a specific exclusive Territory, as defined in Appendix "1" to your Franchise Agreement and which shall be designated, measured and defined by either zip codes, population size, radius, 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 we 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 may locate your business anywhere within your Territory and do not need our permission or approval to initially locate or later relocate, your business within your Territory at any time. You are prohibited from selling services by website, or Internet or any other similar electronic medium. So long as the Franchise Agreement is in force and effect and you are not in default under any of the terms, we will not franchise or operate any other BEE ORGANIZED business within the Territory. However, we may sell services and other franchises to others outside of your Territory without your permission at any time. We may also franchise or operate any other BEE ORGANIZED location anywhere else, outside your Territory without offering you a right of first refusal and you are not granted any right of first refusal or similar rights to acquire additional franchises from us. We are allowed to operate and enfranchise anywhere (including within your Territory) any business (not in competition with Bee Organized) under different trademarks and shall be allowed to conduct anywhere (outside your Territory) any business using the marks or System on the Internet or by any other channel of distribution. Pursuant to paragraph 3 F of the Franchise Agreement, we are allowed to promote the Bee Organized business anywhere (including within your Territory) using the Marks or System, via website, the Internet, or other similar electronic sales/distribution channel, however any sales actually generated through such means will be forwarded to various Franchised Business in good standing and according to customer preferences and/or customers' locations within each applicable Franchise Territory, in which case, we will not pay any compensation for soliciting or accepting orders to you inside your Territory. You are not allowed to have Websites or sell items or engage in e-commerce from any Website or through any other similar format or channel of distribution within or outside of your Territory. Furthermore, you are not allowed to solicit or accept any business from any customers outside of your Territory under any circumstances, utilizing any

means whatsoever, including without limitation, the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside its territory.

Subject to the terms in the above paragraph, we grant you the exclusive right as specifically described above and in Appendix "1" to your Franchise Agreement within the Territory which shall be exclusive, subject to the conditions that you: achieve Monthly Gross Revenue Requirements of Monthly Gross Revenues of at least $8,417.00 or greater, by the end of the twenty-fifth (25th) calendar month after opening, as specified in paragraph 2 B of your Franchise Agreement; 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 exclusivity of your right to operate BEE ORGANIZED 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 business within the Territory.

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

Item 13. TRADEMARKS

BEE ORGANIZED® Service Marks.

The principal trademarks to be licensed to you are the name: "BEE ORGANIZED®" and mark BEE ORGANIZED Simplify Your Hive. 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 required filings and affidavits have been filed and 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.

Additionally you have a non-exclusive license to us the name "SIMPLIFY YOUR HIVE". The rights to the U.S. trademark are owned by Bee Organized Enterprises 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 June 5, 2018 as number 5,485,331 and all required filings and affidavits have been filed and are up to date. By having a Principal Register federal registration for SIMPLIFY YOUR HIVE, 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.

Use of Service Mark. 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".

Infringements. 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.

Item 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, Franchise Guide and related materials although these materials have not been registered with the United States Registrar of Copyrights. The Company Operating Guidelines, Franchise Guide and related materials are considered proprietary and confidential, in addition to any other information or materials shared with you that we identify as confidential or proprietary (herein, "copyrighted and/or proprietary materials") 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 and/or proprietary 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, but only as required for your operation of the Franchised Business and you are not authorized to utilize any copyrighted and/or proprietary materials publicly or disclose any of our copyrighted and/or proprietary materials to any other party. 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 and/or proprietary materials. There is no provision in the Franchise Agreement specifically obligating us to protect your rights to use of the proprietary and/or or copyrighted materials, but we will respond to this information as we deem appropriate.

Infringements. Because you are not authorized to utilize any copyrighted and/or proprietary materials publicly or disclose any of our copyrighted and/or proprietary materials to any other party, we have no obligation to defend you for claims arising from your use of our copyrighted and/or proprietary materials. However, you must immediately notify us of any apparent infringement of or challenge to your use of any copyrighted materials or proprietary information, or claim by any person of any rights in any of our copyrighted and/or proprietary materials, 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 Copyright or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any of our copyrighted and/or proprietary materials. We shall take all necessary actions deemed solely by us that are necessary to maintain and protect our copyrighted and/or proprietary materials. 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 Copyright or other proceeding or to otherwise protect and maintain our interests in our copyrighted and/or proprietary materials.

Item 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 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), however spouses of individuals owning an interest in the franchise entity, who are not owners of the franchise entity are not required to sign a Personal Guaranty

Item 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. There are no restrictions regarding customers to whom you may sell services, except as specified in your Franchise Agreement and as long as within your Territory and not VIA internet or other alternative means of communication, unless allowed by us in writing.

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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	5 years
b. Renewal or extension of the term	Section 6	If you have substantially complied with the Franchise Agreement, you can renew for additional 5-year terms.
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 Manual 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 120 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 Revenue 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 any termination. 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	By written agreement signed by you and us. The Company Operating Guidelines can be modified/revised.
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 (see Exhibit "E")
w. Choice of law	Section 9	Kansas law applies. Unless required by your State (see Exhibit "E")

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.

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

Item 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.

Annual revenue ranges for Bee Organized Franchises operating for one or more years:

First 12-months in business, range of annual revenue: $37,500.00 - $118,089.00 (10 Outlets reporting);
Second 12-months in business, range of annual revenue: $55,000.00 - $113,556.00 (5 Outlets reporting);
Third 12-months in business, range of annual revenue: $126,970.00 - $222,970.00 (3 Outlets reporting);
Fourth 12-months in business, range of annual revenue: $153,284.00-$395,816.00 (3 Outlets reporting);
Fifth 12-months in business, annual revenue: $403,176.00 (1 Outlet reporting).

*Three (3) franchise units were operating for all of years 1, 2, 3 and 4, which were: Dallas TX, Oklahoma City OK and San Francisco CA. Dallas TX is the only franchise Outlet operating all 5 years. Although there are currently 22 operational franchise units, 12 were just added within the last year. The annual revenue ranges above, are for the 10 franchise units operating for one or more years of which all 10 or 100% of these franchise units have attained the results within the ranges stated above.

Written substantiation for the financial performance representations will be made available to the prospective franchisee upon reasonable request.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

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 Kristen Christian, Chief Marketing Officer of Bee Organized Enterprises, LLC, at 4350 West 107th Street, Overland Park KS 66207, Telephone Number: (913) 735-6409, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20. (US) OUTLETS AND FRANCHISE INFORMATION

Table 1-SYSTEM WIDE OUTLET SUMMARY FOR YEARS, 2020, 2021 and 2022

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	2020	3	4	+1
	2021	4	10	+6
	2022	10	16	+6
Company Owned	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets	2020	4	5	+1
	2021	5	11	+6
	2022	11	17	+6

Table 2-TRANSFERS OF FRANCHISED OUTLETS FROM FRANCHISEES TO NEW OWNERS OTHER THAN THE FRANCHISOR (For Years 2020, 2021 and 2022)

Column 1 State	Column 2 YEAR	Column 3 Number of Transfers
N/A	2020 2021 2022	0 0 0
Total	2020 2021 2022	0 0 0

Table 3-STATUS OF FRANCHISE OUTLETS FOR YEARS 2020, 2021 and 2022

Col 1 State	Col. 2 Year	Col. 3 Outlets -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-End of Year
Arizona	2020 2021 2022	0 0 1	0 1 0	0 0 0	0 0 0	0 0 0	0 0 0	0 1 1
California	2019 2020 2021	1 1 1	0 0 1	0 0 0	0 0 0	0 0 0	0 0 0	1 1 2
Colorado	2020 2021 2022	0 0 1	0 1 0	0 0 0	0 0 0	0 0 0	0 0 0	0 1 1
Florida	2020 2021 2022	0 1 1	1 0 2	0 0 0	0 0 0	0 0 0	0 0 0	1 1 3
Louisiana	2020 2021 2022	0 0 0	0 0 1	0 0 0	0 0 0	0 0 0	0 0 0	0 0 1
Nebraska	2020 2021 2022	0 0 1	0 1 0	0 0 0	0 0 0	0 0 0	0 0 0	0 1 1
Oklahoma	2020 2021 2022	1 1 1	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	1 1 1
Oregon	2020 2021 2022	0 0 1	0 1 0	0 0 0	0 0 0	0 0 0	0 0 0	0 1 1
Rhode Island	2020 2021 2022	0 0 0	0 0 1	0 0 0	0 0 0	0 0 0	0 0 0	0 0 1
Texas	2020 2021 2022	1 1 1	0 0 2	0 0 0	0 0 0	0 0 0	0 0 0	1 1 3
Washington	2020 2021 2022	0 0 1	0 1 0	0 0 0	0 0 0	0 0 0	0 0 0	0 1 1
Total	2020 2021 2022	3 4 10	1 6 6	0 0 0	0 0 0	0 0 0	0 0 0	4 10 16

Table 4-STATUS OF COMPANY OWNED OUTLETS FOR YEARS 2020, 2021 and 2022

	Col. 2 Year	Col. 3 Outlets-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-End of Year
Kansas	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Total	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

Table 5-PROJECTED OPENINGS AS OF October 1, 2023

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
Arkansas	0	1	0
Colorado	0	1	0
Oregon	0	1	0
Texas	0	1	0
Total	0	4	0

Except as specified herein, no other franchisees ceased doing business or were canceled, terminated, not renewed, or otherwise voluntarily ceased to do business under the franchise agreement during the most recently completed fiscal year, or failed to communicate with us within 10 weeks of the current date. All information in Item 20 specified as for 2022 is for fiscal year end 2022 through March 31, 2023, and none of the information in any of Tables 1-5 has changed through October 1, 2023, nor is any currently expected to change from October 1, 2023 to fiscal year end 2023. We do not sponsor any trademark specific franchisee association and none has requested to be included in our Franchise Disclosure Document.

Attached hereto as Exhibit "D" and incorporated herein, are the names, addresses and telephone numbers of all current franchisees. If you buy this franchise, your contact information will be disclosed to other buyers of this franchise, even after you have left our system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Bee Organized. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

Item 21. FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements dated as of December 31, 2020, December 31, 2021 and December 31, 2022, as well as unaudited but verified internal financial statements from January 1, 2023 through September 30, 2023.

Item 22. CONTRACTS

The Franchise Agreement is attached to this Disclosure Document as Exhibit B which includes a Security Agreement and Personal Guaranty. Additionally, attached are Addendums for California, Virginia and Washington State (and certain other States in Exhibit E).

Item 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, 2020, December 31, 2021 and December 31, 2022 and unaudited but verified internal financial statements from January 1, 2023 through September 30, 2023, (attached)
Exhibit B.	Franchise Agreement* (attached)-with Appendix "1" and State Addendums (attached)
Exhibit C	List of State Administrators (attached)
Exhibit D	Listing and contact information of current franchisees (attached)
Exhibit E	State Addendums for FDD and Franchise Agreement, (attached).
Exhibit F	Table of Contents of Operations Manual

* EXHIBITS TO FRANCHISE AGREEMENT:
APPENDIX "1" TERRITORY;
FRANCHISE AGREEMENT ADDENDUMS FOR (California, Illinois, Maryland, Virginia and Washington)

EXHIBIT "A"

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

Lisa Foley, of lawful age, being first duly sworn, upon my oath, state:

I am the duly authorized Chief Executive Officer of Bee Organized Enterprises, LLC; I have read the attached income statement and balance sheet of Bee Organized Enterprises, LLC, as of September 30, 2023, understand its contents, and the information contained therein appears true and correct to the best of my knowledge, information, and belief.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Lisa Foley

Subscribed and sworn to before me this 27 day of October, 2023.

Notary Public

My appointment expires: 7-23-27

Mark W. Arensberg
Notary Public State of Kansas
My Appt Expires 7-23-27

EXHIBIT "A"

Bee Organized Enterprises, LLC

Profit and Loss

January - September, 2023

	TOTAL
Income	
Franchise Fee	99,500.00
Income	6,088.50
Label Sale Income	2,025.84
Reimbursable Expenses	619.02
Canva Reimbursement	1,528.09
Google Suite Reimbursable	3,318.09
Google Voice	-111.68
Jobber Reimbursable	27,902.00
Social Media Management	4,500.00
Total Reimbursable Expenses	**37,755.52**
Royalty Income	157,361.74
Sales of Product Income	27.34
Service/Fee Income	250.00
Shipping Income	666.69
Total Income	**$303,675.63**
Cost of Goods Sold	
Franchise Package Expense	305.46
Label and packaging cost	51.05
Merchandise	657.13
Total Cost of Goods Sold	**$1,013.64**
GROSS PROFIT	**$302,661.99**
Expenses	
Advertising & Marketing	22,776.91
Bank Charges & Fees	2,770.17
Colony College	3,046.23
Corp Merchandise	-1,920.05
Due from Bee Org KC	621.44
Dues & subscriptions	7,448.99
Canva Expense	178.61
Google Voice Expense	826.62
Jobber	24,702.00
Total Dues & subscriptions	**33,156.22**
Gifts	1,522.99
Hive Summit	7,957.51
Award Given	771.83
Hive Summit Income	-6,562.50
Meals/Entertainment	417.49
Travel Expense	2,183.49
Total Hive Summit	**4,767.82**
Interest Paid	3,077.15

Bee Organized Enterprises, LLC

Profit and Loss

January - September, 2023

	TOTAL
Legal & Professional Services	21,859.86
Lisa Expense	118.88
Meals & Entertainment	869.43
Meal - Marketing	129.00
Total Meals & Entertainment	**998.43**
Office Expense	6,380.87
Payroll Service Fee	672.00
Payroll Taxes	15,652.44
Payroll Wages	182,644.35
Postage	1,181.93
QuickBooks Payments Fees	1,375.64
Rent & Lease	10,380.00
Repairs & Maintenance	205.44
Travel	290.13
Uncategorized Expense	105.00
Website	8,491.45
Total Expenses	**$320,175.30**
NET OPERATING INCOME	**$ -17,513.31**
NET INCOME	**$ -17,513.31**

Bee Organized Enterprises, LLC

Balance Sheet

As of September 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Country Club Bank	593.81
Cross First Checking	4,660.44
Total Bank Accounts	**$5,254.25**
Accounts Receivable	
Accounts Receivable (A/R)	8,272.99
Total Accounts Receivable	**$8,272.99**
Other Current Assets	
Due From Bee Org Enterprises	-199.00
Franchise Fee Receivable	0.00
Hive Summit Prepaid	500.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	**$301.00**
Total Current Assets	**$13,828.24**
TOTAL ASSETS	**$13,828.24**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
BankAmericard Platinum Plus Mastercard - 4034 - 4	24,987.00
Spark Visa Signature Business (5104)	-604.40
SW Chase Credit Card	2,034.13
Total Credit Cards	**$26,416.73**
Other Current Liabilities	
Cross First Line of Credit	34,447.93
Due to Bee Organized, LLC	50,073.19
Kansas Department of Revenue Payable	0.00
Out Of Scope Agency Payable	0.00
Total Other Current Liabilities	**$84,521.12**
Total Current Liabilities	**$110,937.85**
Total Liabilities	**$110,937.85**
Equity	
Opening Balance Equity	0.00
Partner Distribution KC	-38,500.00
Partner Distribution LF	-38,500.00
Partner Distribution SS	-12,000.00
Partner's Equity KC	3,281.82
Partner's Equity LF	3,281.82

Bee Organized Enterprises, LLC

Balance Sheet

As of September 30, 2023

	TOTAL
Partner's Equity SS	3,281.83
Retained Earnings	-441.77
Net Income	-17,513.31
Total Equity	**$ -97,109.61**
TOTAL LIABILITIES AND EQUITY	**$13,828.24**

Karlin & Long, LLC

Certified Public Accountants

CONSENT

The undersigned, authorized officer of **Karlin & Long, LLC,** consents to the use in the Franchise Disclosure document issued by **Bee Organized Enterprises, LLC** ("Franchisor") effective on October 1, 2023, as it may be amended, of our report dated March 7, 2023, relating to the financial statements of Franchisor for the period ending **December 31, 2022.**

Karlin & Long, LLC

By: Anne M Long CPA

10115Cherry Lane
Lenexa, Kansas 66220
(913) 829-7676

2200 Kentucky Avenue
Platte City, Missouri 64079
(816) 858-3791

901 Kentucky Street, Suite 104
Lawrence, Kansas 66044
(785) 312-9091

BEE ORGANIZED ENTERPRISES, LLC
Overland Park, Kansas

FINANCIAL STATEMENTS
For the years ended December 31, 2022, 2021 and 2020
And
INDEPENDENT AUDITOR'S REPORT

...KL...

Karlin & Long, LLC
Certified Public Accountants

BEE ORGANIZED ENTERPRISES, LLC
Overland Park, Kansas

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Karlin & Long, LLC

Certified Public Accountants

To the Partners
Bee Organized Enterprises, LLC
4227 W 104th Terr
Overland Park, KS 66207

Opinion

We have audited the accompanying financial statements of Bee Organized Enterprises, LLC (a for profit organization), which comprise the statements of financial position as of December 31, 2022, 2021, and 2020 and the related statements of activities and cash flows for the years then ended, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of Bee Organized Enterprises, LLC as of December 31, 2022, 2021 and 2020 and the changes in its net assets and its cash flow for the years then ended in accordance with accounting principles generally accepted in the Unites States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Bee Organized Enterprises, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Bee Organized Enterprises, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance and therefore is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Bee Organized Enterprises, LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Bee Organized Enterprises, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Karlin & Long, LLC

Karlin & Long, LLC
Certified Public Accountants
Lenexa, Kansas
March 7, 2023

BEE ORGANIZED ENTERPRISES, LLC
Overland Park, Kansas

BALANCE SHEETS
As of December 31, 2022, 2021 and 2020

	2022	2021	2020
Assets			
Current Assets			
Cash and Cash Equivalents (Note 2)	$ 16,018	$ 12,049	$ 16,488
Due from realted entity	301	928	6,000
Total current assets	16,319	12,977	22,488
Total assets	$ 16,319	$ 12,977	$ 22,488
Liabilities and Members' Equity			
Current Liabilities			
Credit card payable	$ 11,165	$ 6,813	$ 3,694
Line of Credit	85,047	48,000	49,500
Total current liabilities	96,212	54,813	53,194
Members' Equity			
Members' Equity	(79,893)	(41,836)	(30,706)
Total Members' equity	(79,893)	(41,836)	(30,706)
Total liabilities and members' equity	$ 16,319	$ 12,977	$ 22,488

The accompanying notes to financial statements
are an integral part of this statement.

BEE ORGANIZED ENTERPRISES, LLC
O.P., KS

STATEMENTS OF INCOME AND MEMBERS' EQUITY
For the years ended Dec 31,2022,2021 and 2020

	2022	2021	2020
Royalties, Franchise fees, Reimburseables	$ 215,587	$ 254,659	$ 44,718
Total Sales	215,587	254,659	44,718
Operating Expenses			
Franchisee Expenses	6,040	21,861	2,832
Advertising	40,170	26,824	17,461
Wages and payroll taxes	140,112	43,059	
Travel	1,239	3,576	691
Website	8,750	6,131	2,098
Professional fees	19,015	22,535	6,825
Hive Summit	8,925	15,535	
Colony College	2,303		
Other fees	1,877	1,198	
Consulting	1,300	2,923	
Taxes and Licenses	-	53	153
Bank Charges	2,163	1,541	983
Dues and subscriptions	12,088	3,672	1,435
Education	640	7,141	6,497
Gifts	1,393	1,008	824
Insurance	-	1,851	1,016
Interest	2,049	313	1,795
Miscellaneous	-	696	
Meals and entertainment	1,901	4,342	1,748
Office expenses	3,679	15,530	9,612
	253,644	179,789	53,970
Operating Income (Loss)	(38,057)	74,870	(9,252)
Members' Equity, Beginning	(41,836)	(30,706)	(21,454)
Distribution	-	(86,000)	
Members' Equity, December 31	$ (79,893)	$ (41,836)	$ (30,706)

The accompanying notes to financial statements
are an integral part of this statement.

BEE ORGANIZED ENTERPRISES, LLC
Overland Park, Kansas

STATEMENTS OF CASH FLOWS
For the years ended Dec 31, 2022,2021, and 2020

	2022	2021	2020
Cash Flows Provided (Used) by Operating Activities			
Net Income (Loss)	$ (38,057)	$ 74,870	$ (9,252)
Adjustments to reconcile Net Income (Loss)			
(Increase) Decrease in Assets:			
Due to and Notes Receivable	627	5,072	(6,000)
Increase (Decrease) in Liabilities			
Credit card payable	4,352	3,119	1,362
Net cash provided (used) by Operating Activities	(33,078)	83,061	(13,890)
Cash Flows From Investing Activities			
Capital Expenditures	-	-	-
Net cash provided (used) by Investing Activities	-	-	-
Cash Flows Provided (Used) by Financing Activities			
Line of credit	37,047	(1,500)	24,500
Distributions	-	(86,000)	-
Net cash provided (used) by Financing Activities	37,047	(87,500)	24,500
Net Increase (decrease) in cash and cash equivalents	3,969	(4,439)	10,610
Cash and Cash Equivalents, Beginning of Year	12,049	16,488	5,878
Cash and Cash Equivalents, End of Year	$ 16,018	$ 12,049	$ 16,488
Supplemental Information			
Interest paid	$ 2,049	$ 313	$ 1,795
Income taxes paid	$ -	$ -	$ -

The accompanying notes to financial statements
are an integral part of this statement.

BEE ORGANIZED ENTERPRISES, LLC
Overland Park, Kansas

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - Summary of Significant Accounting Policies

Bee Organized Enterprises, LLC is a franchisor of home services. Bee Organized Enterprises, LLC offers a business model and administrative functions for its franchisees. Among these services is marketing materials that are sold to the franchisees, use of website, and others.

Financial Statement Presentation – Bee Organized Enterprises, LLC prepares its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principles. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during that reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents – Cash and cash equivalents include cash held in checking accounts.

NOTE 2 – Cash and Credit Risk

The carrying amount of the Company's deposits was $ 16,018 and $ 12,049 as of December 31, 2022 and 2021. The bank balance was $ 16,504 and $ 12,360 as of December 31, 2022 and 2021. The difference between the carrying amount and the bank balance was outstanding checks and deposits in transit. Cash and cash equivalents includes demand deposits and funds invested at market rates in interest bearing accounts. The Federal Deposit Insurance Corporation insures demand and interest bearing accounts up to $250,000 per bank per account type. The Company had demand deposit funds fully secured as of December 31, 2022 and 2021.

NOTE 3 – Revenue Recognition

The organization has adopted revenue recognition polices in accordance with ASC 606 which includes the five step process of the New Revenue Recognition Standard; Step 1 – Identify the contract with the customer, Step 2 – Identify each performance obligation in the contract, Step 3 – Determine the transaction price, Step 4 – Allocate the transaction price to each performance obligation, Step 5 – Recognize revenue when or as each performance obligation is satisfied.

NOTES TO FINANCIAL STATEMENTS

NOTE 4 - Property and Depreciation

As of December 31, 2022 and 2021, the company did not have any equipment that was of value to be capitalized.

NOTE 5 – Risk Management

The Company does not carry commercial insurance. Each of the franchisees carries their own event commercial insurance

NOTE 6 - Income Taxes

The Company is organized as a Limited Liability Company in the State of Kansas and therefore income from the Company is combined with the income and expenses from other sources of the Company's members and is reported in the member's individual federal and state returns. The Company is not a taxpaying entity for purposes of federal and state income taxes, thus, no income taxes have been reported in the financial statements.

The Company's Partnership tax returns for the years ending 2022 and 2021 are subject to examination by the IRS, generally for three years after they were filed.

NOTE 7 – Line of Credit

The entity has entered into an agreement with Crossfirst Bank for a line of credit. The amount of the line of credit is $ 85,047. The amount that was repaid in 2022 was $ -0-. The amount borrowed during 2022 was $ 37,047. The current balance of the line of credit is $85,047. The line of credit is secured by the personal assets of the owners.

NOTE 8 – Related Party Transactions

At the end of the 2022 year, the company transferred $ 700 to a related company. This amount is recorded as a reduction in the due from the other company. During 2022, $ 700 was repaid to the organization. It is the intention of the other entity to repay the amount.

NOTE 9 – Subsequent Events

Subsequent events for management's review have been evaluated through March 7, 2023. The date in the prior sentence is the date the financial statements were available to be issued.

...KL...

Karlin & Long, LLC

Certified Public Accountants

To the Partners
Bee Organized Enterprises, LLC
4227 W 104th Terr
Overland Park, KS 66207

RE: Revenue Recognition

The organization, Bee Organized Enterprises, LLC, has adopted ASC 606 for revenue recognition in the business. Revenues for the 2021, 2020 and 2019 years have been recorded in compliance with ASC 606.

Cordially,

By: James M. Long CPA
James M. Long, CPA
Karlin and Long, LLC
Certified Public Accountants

10115 Cherry Lane
Lenexa, Kansas 66220
(913) 829-7676

2200 Kentucky Avenue
Platte City, Missouri 64079
(816) 858-3791

901 Kentucky Street, Suite 104
Lawrence, Kansas 66044
(785) 312-9091

EXHIBIT "B"

EFFECTIVE DATE: _____
[**INSERT Effective Date of Agreement**]

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: October 1, 2023

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STATE ADDENDUMS TO FRANCHISE AGREEMENT (FDD, Exhibit E, California, Illinois, Maryland, Virginia and Washington)

FRANCHISE AGREEMENT

Agreement made effective as of [INSERT Date] _____,("Effective Date") between, **Bee Organized Enterprises, LLC**, a Kansas limited liability company located at 4350 West 107th Street, 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, i.e. 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". Hereinafter Company and Franchisee sometimes jointly referred to as the "Parties" and individually as a "Party".

RECITALS

A. The Franchisor franchises the business of providing professional organization services to individuals and businesses (either directly or through referrals), 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 also "SIMPLIFY YOUR HIVE®" 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 referred to herein as the ("Territory") to be located and operate solely within the boundaries of the Territory as approved and granted by Franchisor as provided for herein and specifically in Appendix 1.

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

For valuable consideration received by the Parties, and acknowledging the above recitals and intending to be legally bound, 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**" and "**Gross Revenues**" and also sometimes "**Gross Sales**", shall mean: any and all amounts and/or funds whatsoever generated and/or received by the Franchisee for any and all labor, materials, supplies and services whatsoever related to the Franchised Business, including without limitation, all funds generated by check, cash, bank transfer, credit card, debit card and other electronic transactions, less any charges to customers for materials at Franchisee's cost, and customer refunds, credits and sales taxes; and all funds generated through referral arrangements and other third-party sources including, without limitation, any and all revenue generated from any activity whatsoever that is in any way, related directly or indirectly to the services and materials offered by the Franchised Business currently or in the future.

"**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 Fifteen Thousand and no/100 dollars **($15,000.00),** ("Initial Franchise Fee") which includes initial training fees (Colony College) and 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 a percentage of Franchisee's Monthly Gross Revenue, as specified pursuant to the Royalty Fee Tiers below and defined herein. Such monthly Royalty Fee: is in addition to any 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 15th calendar date of each following calendar month, during the entire Term of the Franchise Agreement.

Franchisee hereby agrees to pay Franchisor the following monthly Royalty Fees:

Royalty Fee Tier #	Monthly Gross Revenue	Annualized Gross Revenue	Royalty Fee
Tier # 5	**$0.00 to $8,416.00**	**$0.0 to $100,000.00**	**16% of Monthly Gross Revenue**
Tier # 4	**$8,417.00 - 12,582.00**	**$101,000.00 - $150,000.00**	**14% of Monthly Gross Revenue**
Tier # 3	**$12,583.00 - 16,749.00**	**$151,000.00 - $200,000.00**	**12% of Monthly Gross Revenue**
Tier # 2	**$16,750.00 - $20,832.00**	**$201,000.00 - $249,000.00**	**10% of Monthly Gross Revenue**
Tier # 1	**$20,833.00 and greater**	**$250,000.00 and greater**	**8% of Monthly Gross Revenue**

Franchisee may request an adjustment for any documented and allowable customer credits, anytime within six (6) calendar months of each monthly reporting period, thereafter Franchisee waives any right to request any adjustment.

Starting on the 1st day of the Fourth calendar month after opening, Franchisee shall pay Franchisor a **minimum Royalty fee of $400.00 per month** or 16% of Monthly Gross Revenue, whichever is greater.

In the event Franchisee fails to achieve Monthly Gross Revenues of at least $8,417.00 or greater, by the end of the twenty-fifth (25th) calendar month after opening, 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.

C. **Additional Costs**. MailChimp subscription pricing, (between $0.00 and $200.00 per month, payable to third party), Scheduling Software $189.00 per month, payable to Franchisor, QuickBooks ($30.00 to $200.00 per month, payable to third party), Google Workplace ($14.00 per user per month, payable to Franchisor), and Canva ($15.00 per month, payable to Franchisor).

3. GRANT. The Franchisor/Franchisor hereby grants to the Franchisee:

A. Access to the "BEE ORGANIZED®" System for the operation of the Franchised Business, including without limitation the Bee Organized Operations Manual;

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 Manual, 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" or "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. Franchisees shall not offer and/or perform consultative services for compensation to other franchisees. 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, without Franchisor's prior written approval pursuant to section 5 F and 5 I; 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. All funds or other consideration paid to or received by Franchisee from any source or activity whatsoever that is in any way, related directly or indirectly to the services offered by the Franchised Business currently or in the future shall be reported to Franchisor and subject to the Royalty Fee. 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 businesses that are not competitive with the Franchisee's Franchised Business. Franchisor may franchise, 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 promote the Bee organized business anywhere (including within Franchisee's Territory) using the Marks or System, via website, the Internet, or other similar electronic sales/distribution channel, however any sales actually generated through such means 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. <u>FRANCHISOR OBLIGATIONS</u>. The Franchisor agrees to:

A. Provide an initial training program for the operation of the Franchised Business using the BEE ORGANIZED® System developed by Franchisor (Colony College), starting with:

Colony College Prep Course (Faststart Checklist) which includes an extensive list of to-do's that covers: Personal Information, Business Entity, Operations, Goal Setting, Competition, Finances, Marketing, Training, Web, Vendors / Partners, Launch Plan, etc; and

Colony College-Face-to-face Intensive 3-day training with Founders in Kansas City reviewing Bee Organized Operations Manual and Step by step plan for first 90-days after launch.
Pre-Flight and **Take Flight**--As a continuation of Colony College Training-support.

The Franchisee must attend the training programs as 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 costs or expenses incurred by Franchisor; and

B. Provide pre-launch and launch supervision and assistance by Franchisor's personnel. Pre-launch assistance generally includes training at the Bee Organized Corporate Market (KC) and reviews of Bee Organized Operations Manual which includes all processes and systems, etc as well as access to and review of all marketing collateral materials; 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:
-Zee Bee Pow Wow Call (monthly call with all Franchisees);
-Zee Bee Wrap (monthly email to all Franchisees);
-Monthly 2:1 Call (Monthly individual call with Founders);
-*Hi Honey* (monthly internal newsletter to all Franchisees and their employees);
-Quarterly virtual trainings (rotation of topics including Sales & Marketing, HR issues, Social Media and Continuing Ed);
-Annual Zee Bee Summit (optional 3-day gathering of all Franchisees at different locations);
-Customized QuickBooks set-up and support;
-Daily access to Corporate Bee Organized as well as other 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 Social Media inventory, etc.; 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. <u>FRANCHISEE OBLIGATIONS</u>. The Franchisee agrees to:

A. **<u>Pre-Franchise.</u>** Complete Colony College Prep Course and Colony College, per section 4 A; and

B**. <u>Commence Operation Within 120 Days</u>.** Commence operating the BEE ORGANIZED® Franchised Business within at least one hundred twenty (120) calendar days after the Effective Date of this Agreement. If Franchisee has not commenced operating the BEE ORGANIZED® Franchised Business within 120 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 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. **<u>Upgrade Equipment/Uniforms</u>**. 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 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 Manual (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 Manual. The Franchisee shall be allowed access to the Franchisor Operating Manual 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. 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 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 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 any way 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 ensure compliance with Franchisor's System Standards; and

F. **Operate in Compliance with Law and Franchisor Operating Guidelines as specified in the Operations Manual**. 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® Operating Guidelines as contained within the Operations Manual, (referred to herein as the "Operating Manual"). The Operating Manual may be amended by Franchisor 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 Manual 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 Manual shall conflict with this Agreement, this Agreement shall control and supersede any conflicting terms in said Bee Organized Operating Manual. Franchisor shall allow Franchisee access to the Franchisor's Operating Manual. Franchisee shall not copy any part of the Bee Organized Operating Manual, 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 in writing by the Franchisor (regardless of whether any such business, services or products are connected directly or indirectly to the Franchised Business). If approved Franchisee shall pay Royalties on revenues generated therefrom. Franchisees are also prohibited from offering and performing consultative services for compensation to other franchisees. 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 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 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 Manual. 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 materials and products whatsoever) of the Franchised Business, due by the fifth calendar day of the following month for the preceding calendar month; (ii) by the fifth calendar 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 calendar 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: i) charge Franchisee a late Fee of $250.00 for each Report not received by Franchisor (in its complete form and substance) by its due date; and ii) 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's 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 Gross Revenues and collections and billings 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. The Franchisee shall also refrain from conducting any business or selling any services or products other than those approved in writing by the Franchisor (regardless of whether any such business, services or products are connected directly or indirectly to the Franchised Business). If approved Franchisee shall pay Royalties on revenues generated therefrom. 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. All funds or other consideration paid Franchisee from any activity whatsoever and from any source that is in any way, related directly or indirectly to the services offered by the Franchised Business currently or in the future shall be reported to Franchisor and subject to the Royalty Fee. Franchisee shall not in any way divert business or revenue to any other business except Franchisee's Bee Organized 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, websites. 1. Local Advertising and Marketing.** 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. **2. Brand Marketing**. In addition to Local Advertising and Marketing, Franchisor may in the future, develop its own "Brand" Marketing Programs" and Franchisee hereby agrees upon prior written notice from Franchisor to contribute up to 2% of Franchisee's Annual Gross Sales towards the cost of any Brand Marketing Programs ("Brand Marketing Fund"). At the time Franchisor develops a Brand Marketing Program, Franchisee's contributions shall be paid into a "Brand Marketing Fund" established by Franchisor. Franchisor anticipates forming a Brand Marketing Fund Committee composed of both Franchisor members as well as some Franchisee representative members for input and collaboration on how funds in the Brand Marketing Fund are directed. Franchisor has sole discretion to determine the amount of Franchisee's required annual contribution to such Brand Marketing Fund, Franchisee's contribution shall never exceed 2% of Franchisee's Annual Gross Sales. However, Franchisee's required contribution towards any "Brand" marketing developed by Franchisor, shall not count towards Franchisee's two percent (2%) minimum local advertising and marketing expenditure requirement referenced in 5 K. 1., above.

Franchisor may review Franchisee's books and records from time to time to verify 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. **Use the BEE ORGANIZED® and SIMPLIFY YOUR HIVE® Marks Properly**. 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® and SIMPLIFY YOUR HIVE® trademark names 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 seven (7) calendar days of Franchisee's receipt 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 Manual. Payments for all amounts shall be in accordance with the procedures set forth in the Bee Organized Operating Manual. 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/Guaranty-Security Interest in Franchisee 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 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 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 Bee 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. Plus, the following ongoing training:

-Zee Bee Pow Wow Call (monthly call with all Franchisees);
-Zee Bee Wrap (monthly email to all Franchisees);
-Monthly 2:1 Call (Monthly individual call with Founders);
-*Hi Honey* (monthly internal newsletter to all Franchisees and their employees);
-Monthly 'Creating Buzz' (email of marketing ideas, new promos and tools);
-Quarterly virtual trainings (rotation of topics including, Biannual All Hive Summit (every other year optional 3-day gathering of all Franchisees at different locations);
-Customized QuickBooks set-up and support;
-Daily access to Corporate Bee Organized;
-Continually updated Bee Organized Operations Manual; 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 five (5) years (the "Term"), unless terminated prior thereto pursuant to the provisions hereof. Franchisee may, at Franchisee's option, renew this franchise term for additional five (5) year terms 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 any five (5) year terms of this Agreement; (ii) Franchisee shall have during all prior terms of this Agreement substantially complied with all if its provisions including without limitation, all payment, reporting and Minimum Annual Gross Revenue Amounts requirements (per Section 2 B.) 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 each 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 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 any 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 one hundred twenty (120) 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 pursuant to Section 2 B, fails to achieve Monthly Gross Revenues of at least $8,417.00 or greater, by the end of the twenty-fifth (25^{th}) calendar month after opening, 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; 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 Manual, 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, Franchisor 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) 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 Manual 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 Manual 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 Franchisor. Furthermore, except their legal counsel, Franchisee shall not disclose in any manner whatsoever, any of the terms of Franchisee's Franchise Agreement to any third-parties including any other current or potential Bee Organized franchisees 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.

J. **Force Majeure**. It shall not be considered a breach of this Franchise Agreement if failure to perform an obligation is solely attributable to an event which is beyond the reasonable control of the Party concerned, including fire, natural disaster, trade dispute, embargo, legislative measure, pandemic, acts of war, civil commotion or similar events, but only if the Party concerned could not have foreseen the event at the time of assumption of the obligation. As long as such an event effectively prevents the Party from performing the obligation concerned, the duty to do so shall be suspended until the obstacle no longer exists. The provision of this clause shall at no time exempt the Franchisee from or suspend its obligations to timely and punctually pay any amounts which the Franchisee owed to Franchisor at the time when the obstacle set in.

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 and 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 (120) 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. <u>ARBITRATION</u>. 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. FRANCHISOR MAY REPRESENT AFFILIATES. 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. COSTS AND ATTORNEYS FEES. 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. (SEE EXHIBIT "E").

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 themself 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 or 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. 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, or for any liability incurred by Franchisee. By way of example and not limitation, Franchisor shall not be liable for any insurance to be provided by Franchisee's subcontractors or 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. GENERAL PROVISIONS.

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 may require Franchisee's spouse to consent to all of the terms and conditions of this Agreement, any related agreements and any amendments thereto.

D. This Agreement and all related agreements executed simultaneously with this Agreement constitute the entire understanding of the parties and supersede any and all prior oral or written agreements between you and us on the matters contained in this Agreement; and same shall only be changed, altered, modified, amended, supplemented by a writing signed by all the parties hereto; but nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you. 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. <u>ACKNOWLEDGMENTS</u>. Franchisee hereby acknowledges the following: Franchisee has conducted their own independent investigation of the Franchised Business and had the time and opportunity to obtain the advice and assistance of independent attorneys, accountants and other professional advisors; and 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 the uniformity of those standards at all Franchised Businesses in order to protect and preserve the goodwill of the Marks; and the covenants not to compete in this Agreement are fair, reasonable and will not impose any undue hardship on Franchisee; and this investment involves business risks and the success of the venture is largely dependent upon Franchisee's business abilities and efforts; and neither Franchisor nor any of its agents, has made any oral, written or visual representations or projections of actual or potential sales, costs, earnings, billings, income, gross or net profits or success of the Franchised Business, except as disclosed in the Franchise Disclosure Document; and 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; and the officers, directors, employees and agents of Franchisor act only in a representative capacity, not in an individual capacity; and all information provided by Franchisee to Franchisor is true, complete and accurate in all respects.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date, stated herein.

FRANCHISEE:

_____,
[Insert Entity Name]

By: _____,
Print Name: _____
Title: _____

FRANCHISOR:
Bee Organized Enterprises, LLC

By: _____,
Print Name: _____,
Title: _____,

INDIVIDUAL OWNER SIGNATURES/GUARANTY/SECURITY AGREEMENT

The undersigned representing they are **all of the owners 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 dated effective as of _____[INSERT FRANCHISE AGREEMENT EFFECTIVE DATE], 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. The undersigned shall at the time of signing be provided with a copy of the Agreement.

1) _____ (**signature**)
_____, **[Insert Name]**

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

2) _____ **(signature)**
_____, **[Insert Name]**

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

3) _____ (**signature**)
_____, **[Insert Name]**

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

[Add Extra Page for More Individual Owners]

APPENDIX "1"

TO THE BEE ORGANIZED® FRANCHISE AGREEMENT,
DATED EFFECTIVE: _____20, __.
[Insert Date]

FRANCHISE TERRITORY

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

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.,], radius or 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.

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

AGENTS FOR SERVICE OF PROCESS/ STATE ADMINISTRATORS

EXHIBIT C-1 STATE ADMINISTRATORS:

STATE	STATE ADMINISTRATOR	ADDRESS
California	Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Toll Free Telephone #: 1-866-275-2677
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division	335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of the Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Maryland	Office of the Attorney General Securities Division	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Consumer Protection Division Franchise Section	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York	NYS Department of Law Investor Protection Bureau	28 Liberty St. 21st Floor New York, NY 10005 (212) 416-8222
North Dakota	North Dakota Securities Department	600 East Boulevard Fifth Floor Bismarck, ND 58505
Rhode Island	Department of Business Regulation Securities Division	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Insurance Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Virginia State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Department of Financial Institutions Securities Division	345 W. Washington, 4th Floor Madison, WI 55103

EXHIBIT C-2 AGENTS FOR SERVICE OF PROCESS:

STATE	AGENT	ADDRESS
California	Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344
Hawaii	Department of Commerce and ConsumerAffairs	335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Secretary of State	201 State House Indianapolis, IN 46204
Maryland	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of CommerceCorporations and Securities Bureau	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Commissioner of Commerce	85 7th Place East, Suite 280St. Paul, MN 55101-2198
New York	New York Secretary of State New York Department of State	One Commercial Plaza 99 Washington Avenue, 6th FloorAlbany, NY 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner	600 East Boulevard, 5th FloorBismarck, ND 58505
Rhode Island	Director of the Department of BusinessRegulation	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Insurance Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Clerk of the State CorporationCommission	1300 East Main Street,1st Floor Richmond, VA 23209
Washington	Department of Financial InstitutionsSecurities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Commissioner of Securities	Department of Financial InstitutionsDivision of Securities 345 W. Washington Ave.,4th Floor Madison, WI 53703

EXHIBIT D

FRANCHISEE LISTING

October 1, 2023

STATE	EFFECTIVE	ADDRESS	CONTACT
1) **Arizona**	May 24, 2021	5355 E. High Street, #202 Phoenix, AZ 85054	Angie Dunbar 913-706-4857
2) **California**	October 10, 2018	30 Foothill Ct., Danville, CA 94506	Patricia Hodson Ph.# (214) -326-7360
3) **California**	June 14, 2021	736 Center Dr. Apt. 228 San Marcos, CA 92069	Paula Gangel 913-707-5876 Sherry Gangel 913-579-9022
4) **Colorado**	April 5, 2021	4378 S Alton Way Greenwood Village, CO 80111	David Page 303-903-8685
5) **Florida**	September 1, 2020	9901 SW 101st Street Miami, FL 33176	Lourdes Gonzalez Ph. # 305-519-4030
6) **Florida**	August 10, 2022	1039 Eagle Tree Lane Sanford, FL 32771	Lisa Linn Ph. # 239-200-8973
7**) Florida**	October 1, 2022	801 S. Olive Ave. Suite 1219 West Palm Beach, FL 33401	Ankur Patel Ph. # 561-851-2899
8) **Louisiana**	January 23, 2023	1001 Soniat Street New Orleans, LA 70115	Jodi Yuspeh Ph. # 504-287-1552
9) **Nebraska**	January 26, 2021	314 S. 57th Street Omaha, NE 68132	Michelle Clark Ph. # 248-515-8231
10) **Oklahoma**	October 12, 2018	2853 NW 21st Street Oklahoma City, OK 73107	Catherine/Gary Warren Ph.# 405-229-3401
11) **Oregon**	April 7, 2021	2413 NW Pinehurst Dr. McMinnville, OR 97128	Whitney Elliott 971-901-1118
12) **Rhode Island**	June 15, 2022	673 Hope Furnace Rd. Hope, RI 02831	Stephanie Robinson Ph. # 401-300-8463

13) **Texas**	September 15, 2017	5111 Oak Tree Circle, Dallas TX 75287	Jacquelyn Olson Ph.# 469- 667-1582
14) **Texas**	October 31, 2022	12103 Kobs Hill Lane Tomball, TX 77377	Rainey Durand Ph. # 281-684-5394
15) **Texas**	January 1, 2023	4512 Rose St. Houston, TX 77007	Kelly Allender ph. # 832-526-0282
16) **Washington**	May 24, 2021	4420 47th Ave SW Seattle, WA 98116	Suzanne Allbee 206-931-2970

Exhibit D is a listing of all current franchisees and contact information. There are no franchisees who had outlets-franchises terminated, canceled, not renewed, or otherwise voluntarily ceased to do business under our franchise agreement, during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the FDD issuance date.

If you buy this franchise, your contact information will be disclosed to other buyers, of this franchise, even after you have left our system.

Current and former franchisees sign agreements restricting their ability to speak openly about their experience with BEE ORGANIZED. You may wish to speak with current and former franchisees, however, all current and former franchisees have signed agreements prohibiting them from providing or otherwise disclosing any financial and certain other proprietary information about this franchise and the franchised business to any other parties, unless previously allowed to do so in writing by us (in which we would also specifically identify the information such franchisee could provide and only to specific named third party or party's).

There are no States in which a proposed registration or filing is or will be shortly on file, except for California (registration effective until April 20, 2022), Rhode Island (registration effective until September 12, 2022) and Washington (registration effective until May 19, 2022) Except for Illinois and New York where registration started but was not completed due to the Covid pandemic. 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 ADDENDA

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT, FOR CERTAIN STATES FOR BEE ORGANIZED ENTERPRISES, LLC

The following modifications are made to the BEE ORGANIZED ENTERPRISES, LLC. ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to Franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, [INSERT Effective Date of Agreement] (**"Franchise Agreement"**). When the term "**Franchisor's Choice of Law State**" is used, it means **KANSAS**.

Certain States have laws governing the franchise relationship and franchise documents and some States require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with certain State's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable State independent of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement and any other agreements related to your franchise and any reference in this State Addendum to Franchise Agreement shall include any other agreements related to your franchise between you and franchisor and any affiliates thereof. This State Addendum only applies to the following States**: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York,North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin**.

If your State requires these modifications, you will sign this State Addendum along with the Franchise Agreement.

1. CALIFORNIA

CALIFORNIA ADDENDUM. This **Addendum to Bee Organized Enterprises, LLC Franchise Agreement and Franchise Disclosure Document** supplements and modifies the Franchise Agreement and Franchise Disclosure Document, 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 Financial Protection and Innovation.

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 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 Financial Protection and Innovation 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 and the franchisee opens for business.

Item 17-RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION: California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer 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.

The Franchise Agreement requires you to execute a general release of claims on renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order under this Agreement is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA- DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpl.ca.gov.

BEE ORGANIZED ENTERPRISES, LLC

By:_____
Name:_____
Title: _____
Date:_____

PROSPECTIVE FRANCHISEE:

By:_____
Name:_____
Title: _____
Date:_____

2. HAWAII

The following is added to the Cover Page:

(1) THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOTCONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRSTHAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7)DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISEDISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State ofHawaii
Department of Commerce and Consumer Affairs Business
Registration Division

335 Merchant Street, Room 203

Honolulu, Hawaii 96813

3. ILLINOIS

ADDENDUM TO
FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

This **Addendum to Bee Organized Enterprises, LLC Franchise Agreement** and **Franchise Disclosure Document** supplements and modifies the Franchise Agreement and Franchise Disclosure Document, for all franchises in Illinois.

Payment of Initial Franchise Fees per Article 2. A., of the Franchise Agreement are not payable until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business.

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitrationor litigation shall be subject to Illinois law. The FDD, Franchise Agreement and any related agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situationsto which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with anyprovision of this Act or any other law of this State is void." The Franchise Agreement is amendedaccordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, suchAgreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courtsof Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinoislaw will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of

one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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

FRANCHISEE:

_____,
[Insert Entity Name]

By: _____
Print Name: _____
Title: _____

FRANCHISOR:

Bee Organized Enterprises

By: _____,
Print Name: _____,
Title: _____,

4. INDIANA

Item 13 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agreewith the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and allother documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely onfederal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law, State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

5. MARYLAND

MARYLAND ADDENDUM. This **Addendum to the Bee Organized Enterprises, LLC, Franchise Agreement and Franchise Disclosure Document** supplements and modifies the Franchise Agreement and Franchise Disclosure Document, for all franchises in Maryland.

Item 5-INITIAL FRANCHISE FEE: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17 of the FDD and the Franchise Agreement are amended to state: "any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

The Franchise Agreement is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 et seq.).

Section 12, "**ACKNOWLEDGEMENTS"** of the Franchise Agreement, is hereby deleted in its entirety for all franchises in Maryland.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Bee Organized Enterprises, LLC.

By:_____
Name:_____
Title: _____
Date:_____

PROSPECTIVE FRANCHISEE:

By: _____
Name: _____
Title: _____
Date:_____

6. MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, any provision in the FDD and the Franchise Agreement, which requires you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

The following language will appear as a new paragraph of the Franchise Agreement: "No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail."

Item 6 of the FDD and Section I of the Franchise Agreement is hereby amended to limit the Insufficient Funds Charge to $30 per occurrence pursuant to Minnesota Statute 604.113.

7. NEW YORK

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging:a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, whichare significant in the context of the number of franchisees and the size, nature or financial conditionof the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;
fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a publicagency; or is subject to any currently effective order of any national securities association

or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expellingsuch person from membership in such association or exchange; or is subject to a currently effectiveinjunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a realestate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirementsfor franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approvalof transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment ofcontract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

8. NORTH DAKOTA

The Cover Page, Item 5 and Item 7 of the FDD and Article 2. A., of the Franchise Agreement shall be amended by the addition of the following language:

"Based on our financial condition, the North Dakota Securities Department has required that payment of the initial franchise fee be deferred until you have completed your initial training and open for business."

Sections of the FDD and the Franchise Agreement requiring that you sign a general release,estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD and the Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD and the Franchise Agreement relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD and the Franchise Agreement requiring you to consent to liquidateddamages and/or termination penalties may not be enforceable under Section 51- 19-09 of the NorthDakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD and the Franchise Agreement requiring you to consent to a waiverof trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD and the Franchise Agreement requiring you to consent to a waiverof exemplary and punitive damages may not be enforceable under Section 51-19- 09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 7 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

9. RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this State or requiring the application of the laws of another State is void with respect to a claim otherwise enforceable under this Act." The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee agree with the above language and believe that each of the provisions of the Franchise Agreement and any other agreements signed by franchisee, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emptionunder the Federal Arbitration Act.

10. SOUTH DAKOTA

The cover page and Items 5 and 7 of the FDD and Article 2. A, of the Franchise Agreement aresupplemented with the following language: "Based on our financial condition, the South Dakota Securities Regulation Office has required that **all initial fees be deferred until such time as we have completed our initial obligations to you and your Franchised Business is open for business**."

11. VIRGINIA

VIRGINIA ADDENDUM. This **Addendum to the Bee Organized Enterprises, LLC, Franchise Agreement and Franchise Disclosure Document** supplements and modifies the Franchise Agreement and Franchise Disclosure Document, for all franchises in Virginia.

Item 5-INITIAL FRANCHISE FEE: The Virginia State Corporation Commission's Division of Securities and Retail Franchising 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(h). The following is added to Item 17(h):

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement and any other agreements signed by franchisee involve the use of undue influence by the Franchisor to induce a franchisee tosurrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD, the Franchisor or use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Bee Organized Enterprises, LLC.

By:_____
Name:_____
Title: _____
Date:_____

PROSPECTIVE FRANCHISEE:

By: _____
Name: _____
Title: _____
Date:_____

12. WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT AND UNIFORM FRANCHISE DISCLOSURE DOCUMENT FOR BEE ORGANIZED ENTERPRISES, LLC

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

Item 5-INITIAL FRANCHISE FEE: For franchises in Washington, the Washington Department of Financial Institutions Securities Division 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 and the franchisee is open for business.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also becourt decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection withthe sale of franchises, or a violation of the Washington Franchise Investment Protection Act, inWashington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except whenexecuted pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonablyrestrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unlessthe independent contractor's earnings from the party seeking enforcement, when annualized,exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result,any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) solicitingor hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned hereby acknowledges receipt of this Washington Addendum, dated _____,20__.

FRANCHISOR: Bee Organized Enterprises, LLC

By: _____,
_____,
[INSERT Name-Title]

FRANCHISEE:_____,
[Insert Entity Name]

By: _____,
_____,
[INSERT Name-Title]

By: _____
_____, personally
[INSERT Name]

By: _____,
_____, personally
[INSERT NAME]

13. WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and any other agreements signed by franchisee are amended accordingly.

Exhibit "F"

BEE ORGANIZED OPERATIONS MANUAL GUIDE

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      - Dorm Room Checklist
      - Summer Bucket List
    - Cherish Your Clients
      - Creative Culture with your Clients
    - Email Marketing
      - Father’s Day/Mother’s Day Blast
        - Fathers Day Blast Template
        - Mothers Day Blast Template
      - Gift Cards/Cyber Monday
        - Cyber Monday Template 2020
        - Cyber Monday Template 2021
        - Gift Card Template 2020
        - GiftCard Template 2021
      - Holiday Blasts
      - Warm Leads/Reminders
        - Simple Reminders to send to Warm Leads

- Google Ads
    - Google Ads - Working with Rank Fuse
- Printed Materials
    - Betty Bee Thank You Cards - Front & Back
    - Custom Brochures
        - Custom Brochure Front & Back
    - Flyers
        - Clutter Clean Out
        - Apartment Refresh
        - Apartment Move In
    - It's An Honor Letter
    - Seasonal Promo
    - Ordering Print Materials Instructions - Online Ordering System
- Clients - Marketing Assets
    - Client Customized Selections
        - Bee Organized HIVE Custom Selection Sheet
- Concierge Services Toolkits
    - Email Marketing
        - New Baby Mailchimp Template (For Corporations)
    - Flyers
        - Concierge Services Flyer for Corporate Marketing
    - Letter of Introductions
        - Sample Intro Email (For Corporations)
        - Law First/Estate Planning
        - Corporate Concierge Sample Letter
    - Printed Materials
        - Plant Cards
            - Plant Care Instructions Cards to provide to clients
        - Sample Gift Card for Concierge Services
        - Concierge Service_Marketing Assets
- Creating Culture Toolkit
- Friends/Family/Hive Toolkit
    - Bee Bucks Incentive Program
        - Bee Bucks Incentive Program Details
    - Friends & Family Letters
        - Family & Friends Letter Examples
            - Bee Friends & Family Letter Sample 1
            - Bee Friends & Family Letter Sample 2
            - Bees Friends & Family Overview
        - Friends and Family Overview - From Presentation
        - Sample Friends and Family Letter- Mailchimp Template
        - Zee Bee Launch Sample Letter
    - Template - Bee2Bee
        - Bee2Bee Template
    - Family/Friends/Hive Marketing Assets
- Hiring New Bees Toolkit
- Event Toolkit
    - Mailchimp emails:

        - Invite
        - Reminder to YES RSVPs
        - Warm Reminder sent 1 day prior to event
        - Thank you email sent within 5 days of event
    - Google Post/Ad
    - Landing Page
    - Marketing Plan
    - Spreadsheet with tasks outlined
    - Event signage
    - Instagram posts
    - Flyer
    - Various Photos to see Room set up
- Vendor Partnerships Toolkit
    - Email Thank you
        - Junior League Thank You
    - Local Chambers
        - Leawood Chamber of Commerce
            - Chamber of Commerce - Overview & Buzz Tips (Samples)
    - Magazine Articles
        - HER Life
        - Independent Magazine
        - Today KC Magazine
        - Real Producers Magazine/Portland
    - Network Partner Blog
        - Shawnee Mission Blog Samples
    - Presentations
        - Mental Health Presentation
        - Moms Group Presentation
    - Network/Vendor Partnership Marketing Assets
- Realtors & Moving Toolkit
    - Brochures
        - Move Management Brochure
        - Moving Brochure
        - Share the Buzz hand out - $100 off promo for clients
    - Moving Social Posts (see more in Canva folder)
    - Email Marketing
        - Realtor Video
            - Realtor Video
            - Sample Videos
        - Realtor Mailchimp Links
        - Realtor Email Templates (a variety of email templates to use)
    - Letter of Introduction
        - Relocation Company Letter
    - Lunch n Learns/Vendor Fairs
        - Successful Lunch & Learn To-Do List
        - Realtor Vendor Fair Checklist
    - Marketing Challenges

        - Creating Buzz - Realtor Challenge
        - Realtor Challenge Tracking Document
    - Moving Labels
        - Label Photos/Images - A variety of images to use for marketing purposes
        - Flyers
            - General Flyer with Pricing
            - General Flyer without Pricing
            - Moving Label Flyer -General Use
        - Label Gift Set - an idea for a gift for realtors to give to their clients
    - Newsletter Content
        - Verbiage to use for a Realtor Newsletter
        - Newsletter graphic to offer to a Realtor about Moving
    - Postcard
        - Realtor Postcard Template
    - Presentations
        - Realtor Sample Presentation
        - 2 minute Presentation Video
    - Sample Realtor Launch Plan
    - Realtor/Moving Marketing Assets
- Sponsorships/Collabs Toolkit
    - Letter of Introduction
        - Marketing Collab - Sample Email
        - Sample Collab Overview
        - Thred Up Flyer
    - Social Media Posts
        - A variety of posts to use for social media collaborations
    - Workshops/Events
        - Workshop Donation Overview - Sample
        - Samples
            - Event Detail Samples - including eating well, wine/cheese event, etc.
        - Social Media Collab Overview
        - Marketing Collabs Overview
        - Sponsorships/Collaboration Marketing Assets
- Sr. Living Toolkits
    - Email Marketing
        - Senior Living Blast
        - Thank you Senior Talk
    - Senior Social Post
        - Speaking social post invite to listen
    - Flyers
        - City specific Senior Living 2 sided Flyer
        - Senior Living Flyer
        - Senior Living Flyer w/Logo
        - Senior Living Flyer ADD LOGO/DIGITAL FILE
        - Senior Living Flyer Detailed
        - Senior Living Flyer Clean-out

- Letter of Introduction
    - Sr. Living Facility Sample Letter
- Podcasts
    - Radio Ad Sample
    - Sample Podcasts
- Presentations
    - Short Sr. Community Presentation
    - Sr. Community Presentation
- Sr. Living Facilities - Promos
- Sr. Living Marketing Assets

- Event Toolkit (specific to Senior clientele but can be customized)
    - Google My Business Post
    - Flyer
    - Social Media posts (2)
    - Landing Page
    - Framed Promo advertisement
- Photos
    - Hive Photos
        - 5 Year Anniversary Photos
        - Her Life Magazine Photos
        - Hive Summit 2020 Photos
        - Professional Photos
        - Thrive Summit 2021 Photos
        - KC Hive Summit 2021 Photos
        - Media/Speaking Photos
        - Team Photos & Photos of K&L
    - Project Photos
        - Bathrooms
        - Closets & Drawers
        - Garage/Workshops/Basements
        - Home Office
        - Kids & Craft Spaces
        - Kitchen & Pantry
        - Laundry & Mudroom
        - Virtual Home Studying
    - Stock Photos
        - More Stock Photos-8/2022
- Zee Bee City Photos

- Social Media
    - Social Media Training - Colony College Presentation
    - New Franchise Content List - content ideas
    - Social Media Content Template
        - Includes Hashtag List
        - Repository Ideas
        - Content Calendar Template
        - Analytics Template
- Thrive in Your Hive Social Media Presentation
    - Goals/Analytics Tips

        - LinkedIn Tips
        - Generic & Holiday Posts
            - Holiday Posts - A variety of pre-created holiday posts to use
            - Kristen & Lisa - A variety of photos of K&L for social media
            - New Markets_Created Content - The images to use for the content created for a new Launch
            - Teasers/Launch Posts - The graphics used for the treasure and new Launch posts
            - Checklists for Social Media - Spring, Garage, and Closet checklists setup for an Instagram carousel
        - Highlights Icons for Instagram
    - Strategic Referral Partners
        - An Overview of the program
    - Yearly Thematics Calendar
    - Marketing Referral Plan

5. Sales...*Making It Rain* (Pages 1,052 - 1,120)

- The Sales Process
    - Sales vs. Marketing
    - Your Elevator Pitch
        - Sample Elevator Pitch
    - Sales Funnel
    - Bee Organized Process
- The Assessment
    - Sample Script for Inquiries
    - Bee Organized Pricing Structure
    - Pre- Assessment Email/confirmation w/Quiz link
    - Automated Pre-Assessment FAQ sheet
    - Assessment Guideline
    - Assessment Form
    - Assessment Setting Questions

6. **Human Resources...The Jive of Our Hive (Pages 1,121 - 1,173)**

- Finding / Interviewing / Hiring Bees
    - Background Check
    - Confirmation Letter
    - Finding Bees
    - Online Application
    - Pre-Screen Phone Call
    - Hiring Bees
    - Interview Process & Guidelines
    - The Interview

- Positions Descriptions
    - Worker Bee
    - Busy Bee
    - Hive Manager
    - Director of Operations

- PT Marketing Director
- Bee Project Duties
- Move Manager

- Adding a New Bee Process
  - Bee Onboarding Process
  - New Bee Form & Bee Training Explanation
  - BEE-Lingo Glossary
  - Employee File (Folder)
    - Employee File
    - Emergency Contact Form
    - Direct Deposit Form
    - Code of Conduct Acknowledgement Form
    - Employee Handbook Acknowledgement Form
    - I-9 Form
    - W-4 Form
    - Non-Disclosure / Non-Compete Agreement
  - New Bee Orientation
    - Bee Orientation Checklist
    - Code of Conduct
    - New Bee Orientation Presentation
    - Orientation Agenda
  - Training
    - Training Plan Template
      - Includes “how to’s”, Bee Duties, Bee-Lingo Glossary, Products we Love & More
      - Includes “Bee Organized Standards Training”
        - Bathrooms
        - Closet / Wardrobe
        - Garage & Storage
        - Kitchen & Pantries
        - Laundry Room
        - Moving / Packing
    - 90 Day Check In
    - Lead Bee Training/90 Day Check In - program overview
    - Lead Bee Training
      - Buzz Factors
        - Buzz Factors Worksheet
      - Lead Bee Responsibilities
        - Lead Bee Responsibilities PPT
      - Product Training
        - Product Training Worksheet
      - Profile Deep Dive
        - Profile Deep Dive Worksheet
      - Project Scenarios
        - Project Scenarios
        - Project Scenarios Worksheet
      - Lead Bee Training Guide

- Google Drive (Folder)

    - My Drive
    - Shared Drives
    - Your Market Team Shared Drive
    - Directions for Uploading Photos to Google Drive
- Hive Culture (Folder)
    - Buzz Hours
    - Notes / Kudos / Thank you’s
    - Letter to Family
    - Group Me
    - Birthdays
    - KC Hive Summit Presentations
- Hive Communication (Folder)
    - Group Me OR Group Text
    - Bee2Bee
    - Hi, Honey
    - Buzz Bys
    - Hive Huddles
    - Buzz Line
    - Annual Hive Summit
- Performance Evaluations (Folder)
    - Performance Review Questions for open discussion
    - Performance Tracking Sheet
    - Bee Comfort Level and Availability Form
    - Pay Increase pay structure (example)
- Bee Exit
    - Bee Exit Process
    - Bee Exit Form
    - Exit Checklist
    - Exit Interview Questions
- Hive Management Team
    - Bee Management Team Process
    - Operations Manual Agreement
    - External Communications Style Guide
    - Bee Manager Onboarding Template
    - Social Media Manager Onboarding Template
- Employee Handbook / Policies
    - Accident Reports
    - Accommodations Policy
    - Changes in personal information
    - Confidentiality
    - Definitions of Employment
    - Drug Screening
    - Employee Owned Vehicle Policy
    - Employment at will
    - Equal Opportunity Employer
    - Gifts & Gratuities
    - Job Abandonment
    - Job Opportunities
    - Leave of Absence - Military

- Leave of Absence - Unpaid leave
- Non Fraternization
- Payday & Pay Periods
- Payroll Information Change Form
- Performance Counseling & Disciplinary Action
- Performance Evaluation
- Recording of Time Worked for Hourly Employees
- Sexual & Other unlawful Harassment
- Time off to vote
- Verification on US work authorization
- Voluntary Resignations
- Workers Compensation

7. Bee Organized Operations...*How It All Comes Together* (Pages 1,174 - 1,431)

- Bee Organized Process
- Scheduling
- Scheduling Availability Sheet
- Bee Bag Inventory List
- Thank you Note Sample
- Automated Pre-Project FAQ sheet
- Pre-Project COVID Email/confirmation
- Client Satisfaction Survey
- Estimate
    - Estimate Email
    - Estimate / Approval
    - Bee Organized Terms and Conditions

8. The Bee Organized Method & Standards of Organizing...*HOW We Do What We Do* (Pages 1,432-1,621)

- Bee Organized Methods
    - Method of Organization
        - BEE-liefs
        - The (only) THREE RULES of Getting & Staying Organized
        - The S.P.A.C.E. Method of Organizing
    - Bee Organized Standards - Deep Dives Into Each Space
    - Bee Organized Buzz Words & Phrazzes
- Label Maker Options and Cheat Sheet
- Meet Betty Bee
    - Meet Betty Bee! Overview
- Move Jobs & Bee Organized Moving Labels
    - Move Jobs
        - Bee Organized Moving Tips
        - Moving Training Videos
        - Customized Moving Labels
    - Moving Labels
        - Pricing & Order Form
    - Moving Checklist and Inventory Sheet
- Organizational Profiles Quiz

- Products
    - Product Planning Process - Graphic image
    - Product Recommendations Process
    - Products We Love
    - Product Tracking Sheet
    - Product Look Book
    - Shelf Lining & Products
- Profiles
    - Profiles
        - Space Giver
        - Memory Keeper
        - Money Minded
        - Just-In-Caser
        - Acquirer
        - Crammer-Jammer-Stacker
        - Aspirer
- The Power Purge
    - The Power Purge

9. Invoicing & Payroll...*How We Get Paid For It All* (Pages 1,622-1,650)

- Invoicing & Payroll
    - Guidelines
    - Synching Jobber to Quickbooks
    - Invoicing from Quickbookds
        - Sample of Invoice
        - Automated message to send invoice
        - Automated reminder message for overdue invoices
        - Payment Demand Letter Template (Atty. verbiage)
    - Payroll
    - Quickbooks
- Hourly Tracking with Goals / Actuals
- Weekly Job Recap
- Sample Invoice
- QB Chart of Accounts
- Products and Services

10. Growth Strategy & Goal Setting...*The BEE-Line to Success* (Pages 1,651 - 1,693)

- Weekly Focused Plan
    - Weekly Focused Plan_Checklist
    - Instructions for Weekly Focused Plan
- Growth Strategy & Goal Setting
    - Goal Considerations
    - Tracking & Recording Goals
- Monthly Billing / Goals
- Business & Personal Goals Form
- Word of the Year
- S.W.O.T. Analysis

- Margin Goals Spreadsheet
- Scaling your business

11. Additional Resources...*Swag, Support and Such!* (Pages 1,694 - 1,739)

●Client Cancellations Verbiage

- Important Links
- Focused Sessions
    - The Drive
        - The Drive Presentation
        - The Drive Recording
    - Canva
    - Mailchimp
- Monthly Pow Wow Wrap Up Archive
- Thrive Summit 2021
    - Thrive in your Hive Presentation
    - Shark Tank Notes
    - Bee Videos from Summit
    - Bright Idea - Brainstorm List from Summit
    - When It Stings -Brainstorm List from Summit
- Thrive Summit 2022
    - Thrive in your Hive Presentation
    - Re-Tret Worksheets
    - Power of Productivity
    - Hive Support Services
- Zee Bee Input Folder
    - Partnerships
        - SOW for Partnerships
- Zee Bee Book Club
    - About Book Club
    - Sign up sheet for future book considerations
- Table Talk Form
- Enterprises Support
- Wishing Well

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Until April 30, 2022
Maryland	Pending
Washington	May 19, 2021 to May 19, 2022

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT (YOUR COPY-KEEP)

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, ("Bee Organized"), offers you a franchise, they must provide this disclosure document to you 14 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.

Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business clays before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Bee Organized 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").

Bee Organized's sales agent for this offering is: Kristen Christian, Chief Marketing Officer, Bee Organized Enterprises, LLC, 4350 West 107th Street, Overland Park KS 66207, (913) 735-6409

Issuance Date: October 1, 2023

Bee organized authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

I have received a disclosure document dated October 1, 2023, that included the following Exhibits:

A. Audited Financial Statements for December 31, 2020, December 31, 2021 and December 31, 2022 and unaudited financial statements from January 1, 2023 through September 30, 2023.
B. Franchise Agreement, with Appendix 1-Territory.
C. List of Agents for Service of Process and State Administrators
D. Listing and contact information of current franchisees.
E. State Addendums.
F. Table of Contents of Operations Manual.

Date: _____ By: _____
(Do not leave blank) Signature of Prospective Franchisee

_____
Print Name

You may return the signed Receipt either by signing, dating, and: mailing it to Bee Organized Enterprises, LLC, 4350 West 107th Street, Overland Park KS 66207; or by scanning and emailing to: kristen@beeorganized.com

RECEIPT (OUR COPY- Detach and Return to us*)

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