FRANCHISE DISCLOSURE DOCUMENT

Birdseye Video Franchising, LLC
Indiana Limited Liability Company
570 Village Dr
Carmel, IN 46032
317-383-7312
info@birdsivideo com
www birdsivideo com

BIRDSIVIDEO
www birdsivideo com

The franchised business is to operate an aerial photography and videography company using an unmanned aerial vehicle (UAV) under the trade name "BirdsiVideo"

The total investment necessary to begin operation of a BirdsiVideo franchise is $50,325 to $89,000 This includes $35,000 that must be paid to the franchisor

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.**

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in different formats, please contact Josh Kneifel at 570 Village Dr , Carmel, IN 46032 and 317-383-7312

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 an 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 March 4, 2016, as amended November 1, 2016

STATE EFFECTIVE DATES

The following chart lists states which require that this disclosure document be registered or filed with the state or be exempt from registration In these states, the effective date of this disclosure document is as follows

State	Effective Date
California	Pending
Hawaii	N/A
Illinois	N/A
Indiana	N/A
Maryland	N/A
Michigan	N/A
Minnesota	N/A
New York	N/A
North Dakota	N/A
Rhode Island	N/A
South Dakota	N/A
Virginia	Pending
Washington	N/A
Wisconsin	N/A

In the following states, we have filed a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document

State	Effective Date
Connecticut*	N/A
Florida	October 17, 2016
Kentucky*	N/A
Nebraska*	N/A
Texas*	October 17, 2016
Utah	N/A

The Business You Will Conduct

If you sign a franchise agreement with us, you will develop and operate a home based services business that provides aerial videography and photography services to commercial and residential clients using unmanned aerial vehicles (UAV) with the appropriate video equipment

The General Market, Competition

The general market for aerial photography is generally new and evolving This market is relatively new, but is competitive for services

There is significant demand for commercial drone service applications in multiple industries, such as those listed below The most popular services include aerial video footage, aerial photographs, production of aerial marketing videos, 3D modeling, mapping, digital surface models, infrastructure inspections, volumetric measurements and infrared scanning Potential customers and industries include

- Residential and commercial real estate
- Marketing firms and agencies
- TV/commercial production companies
- Facility management and repair
- Architecture and engineering firms
- Telecommunications
- Cities, municipalities and tourism centers
- Colleges and Universities
- State and government
- Travel and leisure (hotels, resorts, etc)
- Insurance
- Agriculture
- Mining

You will compete with other local service providers in your market Sales will be seasonal in some markets, as inclement winter weather reduces demand for services

Laws and Regulations

The Federal Aviation Administration (FAA) has regulatory authority over the commercial use of small unmanned aerial vehicles (UAV) The FAA published regulations for small UAVs (between 55 lbs and 55 lbs) on June 21, 2016

Commercial Drone Operator Certification The FAA (per 14 CFR Part 107) does not require commercial drone operators to be licensed pilots Pilots of a small UAS are considered "operators" You must be certified as an Operator Part 107 Operator certification, responsibilities and requirements may be summarized as follows

- Pass an initial aeronautical knowledge test at an FAA-approved knowledge testing center

- Be vetted by the Transportation Security Administration

- Obtain an unmanned aircraft operator certificate with a small UAS rating (like existing pilot airman certificates, never expires) This will be obtained by passing a computer based written aeronautical knowledge test at a designated FAA site

- Pass a recurrent aeronautical knowledge test every 24 months

- Be at least 17 years old

- Make available to the FAA, upon request, the small UAS for inspection or testing, and any associated documents/records required to be kept under the proposed rule

- Report an accident to the FAA within 10 days of any operation that results in injury or property damage

- Conduct a preflight inspection, to include specific aircraft and control station systems checks, to ensure the small UAS is safe for operation

Line of Sight Requirement FAA 14 CFR Part 107 requires visual line-of-sight (VLOS) only, the unmanned aircraft must remain within VLOS of the operator or visual observer We will train you to comply with this requirement in our training program and through our standard operating procedures All of commercial missions and projects by our affiliate to date have complied with the VLOS requirement

Operating Near People and Property FAA 14 CFR Part 107 requires that small unmanned aircraft may not operate over any persons not directly involved in the operation

No Careless or Reckless Operation FAA 14 CFR Part 107 prohibits "careless or reckless operations", which is in accordance with FAA language pertaining to manned aircraft operations While there is no regulatory definition of the term, "careless or reckless," it has been defined in cases decided by the NTSB A reckless operation results from the operation of an aircraft conducted with a deliberate or willful disregard of the regulations or accepted standards of safety so as to endanger the life or property of another either potentially or actually Accordingly, any

Item 2
BUSINESS EXPERIENCE

Josh Kneifel: President Josh has been our President in Carmel, IN since 2014 He has also been a Sales Executive of PlaneSense, Inc in Carmel, IN since 2013 He was Commercial Manager of Rolls Royce Corporation in Indianapolis, IN from 2007 to 2012

Nik Heimach: Media and Communications Specialist Nik has been our Media and Communications Specialist in Carmel, IN since 2014 He was a Media Specialist with Hirons and Co from February 2014 – July 2014 He was a full-time student in Media and Communications from 2009 to 2013

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

Franchise Fee

When you sign your franchise agreement, you must pay us $35,000 as the initial franchise fee This fee is uniform

If (1) you fail to complete the initial training program to our satisfaction, or (2) we conclude, no more than 10 days after you complete the initial training program, that you do not have the ability to satisfactorily operate your franchise, then we have the right to terminate your franchise agreement If we do so, we will refund your franchise fee less any out-of-pocket costs we have incurred, subject to your signing a general release of our liability Otherwise, the franchise fee is not refundable

We offer a VetFran Discount of 20% off the initial franchise fees for all U S Veterans

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks

Type of Fee	Amount	Due Date	Remarks
Insufficient funds fee	$50 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	Upon demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us
Special support fee	Our then-current fee, plus our expenses Currently, $500 per day	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support)
Records audit	Our actual cost	Upon demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month
Inspection fee	Currently $300, plus our out-of-pocket costs	Upon demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other client feedback, or your default or non-compliance with any system specification
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee

Type of expenditure	Amount		Method of payment	When due	To whom payment is to be made
Insurance (see Note 5)	$300 -	$2,000	Lump sum	Prior to opening	Insurance company
Grand opening marketing	$2,000 -	$6,000	As incurred	As incurred	Vendors
Computer Systems	$250 -	$2,500	As incurred	Prior to opening	Vendors
Office Expenses	$1,000 -	$2,000	As incurred	Prior to opening	Vendors
Signage	$0 -	$500	As incurred	Prior to opening	Vendors
Additional funds (for first 3 months) (see Note 6)	$5,000 -	$20,000	As incurred	After the business opening	Employees, suppliers, landlord, utilities
Total	$50,325 -	$89,000			

Notes

1 The initial franchise fee is refundable only as described in Item 5 A security deposit on your lease will usually be refundable unless you owe money to the landlord for unpaid amounts or damages A utility deposit will be refundable upon termination of the utility service, unless you owe money to the provider None of the other expenditures in this table will be refundable

2 We cannot estimate real property costs in a low-high range The approximate size of a BirdsiVideo property and business is only about 150 square feet in office space Your business will be located in either a home office setting or a small professional office location

3 The low end estimate assumes you use your current personal vehicle High end assumes you lease a vehicle

4 Our estimate for the initial cost of insurance is based on payment of premium for one year (and not for the entire year)

5 This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business In formulating the amount required for additional funds, we relied on the following factors, basis, and experience We had

We will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our BirdsiVideo brand However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory We may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you

<u>Soliciting By You Outside Your Territory</u>

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory You cannot serve customers outside of your territory without our prior written permission We may withdraw permission at any time

<u>Competition By Us Under Different Trademarks</u>

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark and selling goods or services similar to those you will offer However, the franchise agreement does not prohibit us from doing so

Item 13
TRADEMARKS

<u>Registrations</u>

The following is the principal trademark that we license to you We have filed an application for registration on the Principal Register of the United States Patent and Trademark Office for the following trademark

Trademark	Application Date	Identification Number
BIRDSIVIDEO	October 26, 2016	87215751

We do not have a federal registration for our principal trademark Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court There are no pending infringement, opposition, or cancellation proceedings

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you The franchise agreement does not require us to take affirmative action when notified of these uses or claims We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you

If you use our trademarks in accordance with the franchise agreement, then (i) we shall defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise We do not have any patents pending

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U S Copyright Act, whether or not we have obtained registrations This includes our Operating Manual as well as all other sales, training, management and other materials that we have created or will create You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of your franchised business

We do not have any registered copyrights There are no pending copyright applications for our copyrighted materials There are no currently effective determinations of the U S Copyright Office (Library of Congress) or any court regarding any copyright

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items The franchise agreement does not require us to take affirmative action when notified of copyright infringement We control any copyright litigation We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee We may require you to modify or discontinue using the subject matter covered by any of our copyrights

We do not know of any copyright infringement that could materially affect you

Proprietary Information

We have a proprietary, confidential Operating Manual and related materials that include guidelines, standards and policies for the development and operation of your business We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how

You must protect the confidentiality of our Operating Manual and other proprietary information, and use our confidential information only for your franchised business We may require your owners and key employees to sign confidentiality agreements

Provision	Section in franchise or other agreement	Summary
e Termination by franchisor without cause	§ 14 3	If a change in law or regulation would prohibit you from operating your business in more than 25% of your territory, then either you or we may terminate the Agreement
f Termination by franchisor with cause	§ 14 2	
g "Cause" defined--curable defaults	§ 14 2	Non-payment by you (10 days to cure), violate franchise agreement other than non-curable default (30 days to cure)
h "Cause" defined--non-curable defaults	§ 14 2	Misrepresentation when applying to be a franchisee, intentionally submitting false information, bankruptcy, lose possession of your location, violation of law, violation of confidentiality, violation of non-compete, violation of transfer restrictions, libel or defamation of us, cease operations for more than 5 consecutive days, three defaults in 12 months, cross-termination, charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand, any other breach of franchise agreement which by its nature cannot be cured
i Franchisee's obligations on termination/non-renewal	§§ 14 3 – 14 6	Pay all amounts due, return Manual and proprietary items, notify phone, internet, and other providers and transfer service, cease doing business, remove identification, pay liquidated damages (for termination only), purchase option by us
j Assignment of agreement by us	§ 15 1	Unlimited

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not 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 a reasonable basis for the information, and if the information is included in the disclosure document Financial performance 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

Project Revenues Since commencing the business in June 2014, our affiliate Birdseye Video LLC has averaged a fee of approximately $900 per project, with projects generally in $300 to $4200 range This is a historical representation for the period of June 2014 to May 2016 Our affiliate performed approximately 100 projects in this period **One outlet has sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.** Written substantiation for the financial performance representation in this Item 19 will be made available to you upon reasonable request

Except as described above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets 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 Josh Kneifel at 570 Village Dr , Carmel, IN 46032, and 317-383-7312, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit E contains our audited opening financial statements and our unaudited interim financial statements current through August 31, 2016

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits

B	Franchise Agreement
C	Guaranty and Non-Compete Agreement
D	Form of General Release
H	State Addenda to Franchise Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document

BIRDSIVIDEO
www birdsivideo com

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	______________________
2.	**Effective Date**	______________________
3.	**Initial Franchise Fee**	$35,000
4.	**Business Location**	______________________
5.	**Territory**	______________________
6.	**Opening Deadline**	180 days after Effective Date
7.	**Principal Executive**	______________
8.	**Franchisee's Address**	____________________________

(c) amounts paid or to be paid by Birdseye Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties If any of the assets are subject to liens, Birdseye Franchising pay a portion of purchase price directly to the lienholder to pay off such lien Birdseye Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid Birdseye Franchising may assign this purchase option to another party

15. TRANSFERS

15.1 By Birdseye Franchising. Birdseye Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Birdseye Franchising may undergo a change in ownership and/or control, without the consent of Franchisee

15 2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Birdseye Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience and business ability Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Birdseye Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining Birdseye Franchising's consent In granting any such consent, Birdseye Franchising may impose conditions, including, without limitation, the following

(i) Birdseye Franchising receives a transfer fee equal to 25% of the then-current initial franchise fee if the buyer is an existing franchisee, or 50% of the then-current initial franchise fee if the buyer is a new franchisee,

(ii) the proposed assignee and its owners have completed Birdseye Franchising's franchise application processes, meet Birdseye Franchising's then-applicable standards for new franchisees, and have been approved by Birdseye Franchising as franchisees,

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Birdseye Franchising's then-current form of franchise agreement, which form may contain materially different provisions,

(v) Franchisee has paid all monetary obligations to Birdseye Franchising in full, and Franchisee is not otherwise in default or breach of this Agreement,

(vi) the proposed assignee and its owners and employees undergo such training as Birdseye Franchising may require,

(vii) Franchisee, its Owners, and the transferee and its owners execute a general release of Birdseye Franchising in a form satisfactory to Birdseye Franchising, and

(viii) the Business fully complies with all of the Birdseye Franchising's most recent System Standards

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Birdseye Franchising, if, prior to the Transfer (1) the transferee provides the information required by Section 2 3, (2) Franchisee provides copies the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Birdseye Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2 5

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the person with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Birdseye Franchising within nine months after death or incapacity Such transfer must comply with Section 15 2

15.5 Birdseye Franchising's Right of First Refusal Before Franchisee (or any owner) engages in a Transfer (except under Section 15 3 or Section 15 4), Birdseye Franchising will have a right of first refusal, as set forth in this Section Franchisee (or its owners) shall provide to Birdseye Franchising a copy of the terms and conditions of any Transfer For a period of 30 days from the date of Birdseye Franchising's receipt of such copy, Birdseye Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Birdseye Franchising may substitute cash for any other form of payment) If Birdseye Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest

16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Birdseye Franchising) Birdseye Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Birdseye Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from claims arising as a result of any Indemnitee's misconduct or negligence This indemnity will continue in effect after this Agreement ends

AB 1662, requires the operator of a drone that is involved in an accident resulting in injury or damage to a person or property to immediately land the drone in the nearest safe place The operator must then either 1) present valid ID to the injured person, 2) locate the owner of the damaged property and present valid ID if requested, or 3) leave a note with the name and address of the operator and the circumstances of the incident in a conspicuous place on the damaged property and notify the police This requirement would not apply to law enforcement personnel acting within the scope of their employment or to anyone authorized by the FAA

AB 14, was introduced last year but was recently amended to require owners and operators of drones that do not fall under the definition of "model aircraft" to either 1) mark the drone with the owner's name, address, and telephone number, 2) store the same information on the drone in a digital format, or 3) mark the drone with the address of an website where the same information is listed The markings may not modify or confuse any marks required by the FAA

SB 809, is the reintroduction of SB 271 to prohibit the use of drones over school grounds

Item 3

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document 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

Your payment of the initial franchise fee will be deferred until after our initial obligations are complete and you are open for business

Item 6

The highest interest rate allowed by law in California is 10% annually

Item 17

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law

California Law Regarding Termination, Transfer, and Nonrenewal California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or nonrenewal of a franchise If the franchise agreement contains a provision that is inconsistent with the law, the law will control

Termination Upon Bankruptcy 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)

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows

The following is added to Item 17(f)

> The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44

The following is added to Item 17(u), (v), and (w)

> Illinois law will govern any franchise agreement if (i) an offer to sell or buy a franchise is made in Illinois and accepted within or outside of Illinois, or (ii) an offer to sell or buy a franchise is made outside of Illinois and accepted in Illinois, or (iii) the offeree is domiciled in Illinois, or (iv) the franchised business is or will be located in Illinois
>
> Any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois
>
> Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of Illinois law is void

BIRDSEYE VIDEO FRANCHISING, LLC
UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD MAY 1, 2016 THROUGH AUGUST 31, 2016

THESE FINANCIAL STATEMENTS FOR THE PERIOD MAY 1, 2016 THROUGH AUGUST 31, 2016 ARE PREPARED WITHOUT AN AUDIT PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

Birdseye Video Franchising LLC

BALANCE SHEET

As of August 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
TOTAL BUS CHK (0322)	50,659 94
Total Bank Accounts	**$50,659 94**
Total Current Assets	**$50,659 94**
TOTAL ASSETS	**$50,659 94**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Credit Card	12,273 08
Total Credit Cards	**$12,273 08**
Total Current Liabilities	**$12,273 08**
Total Liabilities	**$12,273 08**
Equity	
Opening Balance Equity	-945 91
Retained Earnings	1,030 00
Net Income	38,302 77
Total Equity	**$38,386 86**
TOTAL LIABILITIES AND EQUITY	**$50,659 94**

RECEIPT

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 Birdseye Video Franchising, LLC offers you a franchise, it 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 New York and Rhode Island require that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship

If Birdseye Video Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (which are listed in Exhibit A)

The name, principal business address, and telephone number of each franchise seller offering the franchise is

Name	Address	Phone
Josh Kneifel	570 Village Dr , Carmel, IN 46032	317-383-7312

Issuance Date March 4, 2016, amended November 1, 2016

I received a disclosure document dated March 4, 2016 amended November 1, 2016, that included the following Exhibits

A State Administrators and Agents for Service of Process
B Franchise Agreement
C Guaranty and Non-Compete Agreement
D Form of General Release
E Financial Statements
F Operating Manual Table of Contents
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement
I Current and Former Franchisees

Signature ______________________
Print Name ______________________
Date Received ______________________

Return this copy to us.

RECEIPT

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 Birdseye Video Franchising, LLC offers you a franchise, it 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 New York and Rhode Island require that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship

If Birdseye Video Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (which are listed in Exhibit A)

The name, principal business address, and telephone number of each franchise seller offering the franchise is

Name	Address	Phone
Josh Kneifel	570 Village Dr , Carmel, IN 46032	317-383-7312

Issuance Date March 4, 2016, amended November 1, 2016

I received a disclosure document dated March 4, 2016, amended November 1, 2016 that included the following Exhibits

A State Administrators and Agents for Service of Process
B Franchise Agreement
C Guaranty and Non-Compete Agreement
D Form of General Release
E Financial Statements
F Operating Manual Table of Contents
G State Addenda to Disclosure Document
H State Addenda to Franchise Agreement
I Current and Former Franchisees

Signature ________________________
Print Name _______________________
Date Received ______________________

Keep This Copy For Your Records