FRANCHISE DISCLOSURE DOCUMENT

Blue Eagle Franchising, LLC

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Blue Eagle Franchising, LLC
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Overland Park, KS 66209
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www.blueeagleinvestigations.com

BLUE EAGLE INVESTIGATIONS®

As a Blue Eagle Investigations® franchisee, you will operate a private investigations business within the insurance fraud industry.

The initial investment necessary to begin operation of a Blue Eagle Investigations® franchised business ranges from $57,225 to $165,375. This includes $50,000 to $102,775 that must be paid to the 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.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Stu Macfarlane, Blue Eagle Franchising, LLC, 6709 West 119th Street, Suite 125, Overland Park, KS 66209, and info@blueeaglefranchising.com.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: February 9, 2022

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 that 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 "C" 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 Blue Eagle Investigations® business in my area?	Item 12 and the "territory" provisions in the franchise agreement 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 Blue Eagle Investigations® 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 "F."

Your state may also 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. **Unregistered Trademark.** The primary logo/design trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a logo/design mark that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

STATE REGULATIONS
FOR THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents under a franchise:

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. A requirement that a franchisee assent to a release, assignment notation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure failure after being given written notice thereof and a reasonable opportunity, which in no event need to be more than 30 days, to cure failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

b. The fact that the proposed transferee is a competitor of the franchisor or sub franchisor.

c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisor for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice may be directed to the following address:

Michigan Attorney General's Office
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-7117

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RECEIPTS

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is Blue Eagle Franchising, LLC. In this disclosure document Blue Eagle Franchising, LLC is referred to as "we" or "us" or "our" or "Blue Eagle"; "you" or "yours" means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership or other entity.

Our limited liability company was organized on April 6, 2018, in the State of Kansas under the name Blue Eagle Investigations, LLC. Our principal place of business is 6709 W 119th St., #125, Overland Park, Kansas 66209.

Our agents for service of process in various states are disclosed in Exhibit "E."

Affiliates

Our affiliate, Blue Eagle Investigations, Inc., a Kansas corporation, was incorporated on August 12, 1994, in the State of Kansas. Its principal place of business is 6709 W 119th St., #125, Overland Park, Kansas 66209.

Franchisor Business Activities

We do not have any other business activities other than franchising the Blue Eagle Investigations® brand. We do not do business under any name other than Blue Eagle Franchising, LLC or Blue Eagle Investigations®. We do not conduct a business similar to the one offered as part of this FDD.

As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling Blue Eagle Investigations® franchises in December of 2018.

Parent, Affiliate, and/or Predecessor Business Activities Involving Blue Eagle Investigations®

Affiliate

Our affiliate, Blue Eagle Investigations, Inc., has operated a Blue Eagle Investigations® business similar to the one you will operate for 25 years. Our affiliate does not have offices in other states but does have investigators throughout the United States. Our affiliate does not offer and has not sold franchises in this line of business or any other line of business.

Our affiliate, Blue Eagle Investigations, Inc., provides the following products or services to our franchisees: back-office services, marketing, administrative assistance, and training and may provide additional services in the future.

We have no other affiliates, parents or predecessors required to be disclosed in this Item.

Franchise Offered

We license and train others to operate Blue Eagle Investigations® businesses. As a Blue Eagle Investigations® business you will offer a private investigations business within the insurance fraud industry. The grant of a franchise authorizes you to engage in our complete system under the name Blue Eagle Investigations® and other proprietary marks.

You are required to purchase specific materials, supplies and equipment and to strictly follow our standards, methods, policies and procedures in the operation of your franchise business that are described in more detail in our franchise agreement attached as Exhibit "A" to this disclosure document.

General Description of Market and Competition

The general market for private investigation for insurance fraud services is well-developed and competitive. You will typically compete with other established private investigation for insurance fraud businesses. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Blue Eagle Investigations® franchises operated by us or other franchisees outside your territory.

Laws and Regulations

You are required to follow all laws and regulations that apply to business generally. In addition, each state has enacted its own private investigation licensing standards, with which you must familiarize yourself and comply. You must carry and maintain at all times a private investigator license and where required, a private investigation agency license.

You must investigate local zoning rules because they may limit where you can locate your franchise business office.

At your cost and expense, you must investigate and ensure that you comply with all data security standard ("DSS") standards, regulations, and requirements; however, we reserve the right to approve of the vendor you use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the DSS and maintain DSS compliance with the current version of the DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse us for the audit if you are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing DSS requirements including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to DSS compliance and data security issues, such as security threats, breaches, and malware. It is your responsibility to alert us, not later than 24 hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect customer data and notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information. Additional information can be found at https://www.pcisecuritystandards.org/.

The details of state, county and local laws and regulations vary from place to place. It is your responsibility to research these matters. Please be aware that the changes in these laws may increase the cost to operate your business. You are solely responsible to determine what local or state regulations, permits and licenses you will need to comply with and/or obtain to conduct the franchise business in a particular state, city or town.

COVID-19

COVID-19 has significantly disrupted local, regional, and global economies and businesses. You must comply with all applicable laws, rules, and orders of any government authority concerning the outbreak and your response in your franchise business.

ITEM 2
BUSINESS EXPERIENCE

NAME	Company Name and Location	POSITION	FROM
Stu Macfarlane	Blue Eagle Franchising, LLC Blue Eagle Investigations, Inc.; Paola, Kansas	President President	April 2018 to the present August 1994 to the present
Cathy Macfarlane	Blue Eagle Investigations, Inc.; Paola, Kansas	CEO and Sales Director	March 2003 to the present

ITEM 3
LITIGATION

Filed: January 9, 2017, in the Johnson County District Court; Amended Filing: January 20, 2017 to include additional defendants Blue Eagle Investigations, Inc. v. Bret Ballentine et al. Case No. 17CV00125. Plaintiff filed claim to enforce the non-competition agreement with Defendant Ballentine along with claims of breach of contract, breach of fiduciary duty and other claims. Plaintiff added claims against MMC LLC and Litigations Solutions, LLC alleging tortious interference with contractual relations. The matter settled in favor of Plaintiff with Defendants paying a settlement and signing a release of claims.

Other than described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

On the signing of the franchise agreement, all franchisees pay an initial franchise fee that is set depending on the population of the territory which you are purchasing as follows:

Type of Territory	Population	Initial Franchise Fee
Large Market Territory	More than ten million people	$100,000
Mid-Market Territory	Five million to ten million people	$75,000
Small Market Territory	Less than five million people	$50,000

The amounts payable to us or an affiliate for the initial franchise fee are payable in installments as set forth in Item 10.

Additional Franchise Purchases

During the term of your franchise, you may purchase additional franchises for the reduced franchise fee equal to 10% off the then-current initial franchise fee, and you must sign the then-current franchise agreement. This option will only be available to you if there are franchise territories available, you meet our

then-current criteria for new franchisees, you are current and not in default of your franchise agreement and, in our sole discretion, we determine to sell you another franchise.

Deposit Agreement

In addition, you may sign a deposit agreement (Exhibit "H") to reserve your franchise for up to 30 days. The non-refundable deposit fee is $5,000 for a single territory and which is applied to the initial franchise fee if you purchase a franchise. This option is available only after you have had this disclosure document for at least 14 calendar days or 10 business days as applicable.

Software Fee

If you do not already have the software required by us, you will be required to license the software from us or our affiliate. The software currently required and licensed from us is Dropbox, Salesforce, and Google Business G Suite. The license fee is between $925 (for a single user) and $2,775 (for 3 users).

Initial Training

There is no training fee for up to 2 attendees. We allow additional attendees for an additional fee of $300 per attendee, per day.

Uniformity and Refunds

Except as otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees.

ITEM 6
OTHER FEES[8]

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty[1]	20% of gross sales	Payable bi-weekly to be received on the 15th and last day of each month	If you elect to have us handle the marketing in your territory, your royalty will increase to 25%, and you will be required to sign our standard marketing addendum to the franchise agreement.
Marketing Fund Fee[1,2]	Up to 2% of gross sales	Payable bi-weekly to be received on the 15th and last day of each month	See Note 2 below.
Late Charges[1]	$25 per day	Payable with royalty or on demand	You will be charged $25 per day for each late fee or late report (up to $500 per late fee).
Interest on Late Fees and Reports[1]	18% interest or maximum rate permitted by state law, whichever is less	Payable with royalty or on demand	Interest begins to accrue after the due date of any required payment or report.
NSF Fees[1]	5% of amount on check, or $50 per bounced check or insufficient or disputed draft, whichever is higher	Payable with royalty or on demand	Or maximum allowed by state law (see state specific addendum).

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Sales Tax[1]	Sum equal to tax imposed	Upon demand	If a sales, use, or value added tax is assessed on fees you pay to us, you must also pay us the applicable tax when invoiced.
Audit Charge[1]	Cost of audit	On billing	Payable only if an audit shows an understatement of 2% or more of gross sales or records are unavailable.
System Non-Compliance Fines[1,5]	$150 to $1,500	On demand, as incurred	See Note 5 below.
Additional Trainees at Initial Training	$300 per attendee, per day		
Retraining Fee	$300 per attendee, per day	Before training	If you or any person required to pass initial training, fails to pass training, or if you would like a person to retake training, there is a per person/per day retraining fee.
Rescheduling Fee	$300	As incurred	If you postpone or reschedule a training within three days of the scheduled date, or if you fail to complete certain requirements prior to a training
New Operating Principal or New Manager Training[1]	$300 per person, per day for additional training	Before training	Any new operating principal or managers must complete the initial training program within 30 days of hire or assumption of duties as operating principal or manager.
Additional Training or Assistance[1]	$300 per day, per person	In advance of training or assistance	You must pay the travel, lodging, food, and other expenses of your attendees or our representatives during this additional training or assistance.
Insurance Reimbursement Fee[1]	Varies	Upon demand	You are required to hold and maintain your own insurance, but in the event you fail to do so, we have the right to obtain insurance on your behalf and you are required to reimburse us the premium payments, plus an administration fee of $50 per hour.
PCI and DSS Audit Reimbursement Fee[1]	Reasonable costs of the audit	Upon demand	You must reimburse us all costs related to an audit for your non-compliance with DSS requirements.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Interim Management Fee[1]	$300 per day, per representative	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or if you are not in compliance. You must also pay the travel, lodging, food, and other expenses for our representative(s) and other expenses which may be incurred by us to perform such services, plus royalties, advertising fees, and other applicable fees.
Additional Copies of Marketing Materials[1]	Our reasonable costs, plus 10%, and the costs for shipping and handling	Time of delivery	You will receive one copy of marketing and promotional materials at no cost to you, other than shipping and handling.
Fees on Default[1]	Attorney's fees, costs, default interests and audit costs	On demand, as incurred	Paid in addition to other payments to us
Post-Termination, De-Identification Non-Compliance Fee[1,6]	$100 per day	Upon demand	See Note 6
Post-Termination Fees[1]	Varies	As incurred	You will be responsible to pay us any post-termination expenses, including attorney's fees and costs to enforce your post-term obligations. This is in addition to your post-termination de-identification compliance fee.
Franchise Agreement Transfer Fee[1]	$10,000	At time of approved transfer	Payable when you sell your franchise and prior to our signing any approval or new agreement. All guarantors will remain guarantors unless otherwise released by us.
Minority Interest Transfer Fee (up to 40% cumulative during the term)[1]	Our legal fees and administrative costs related to the transfer	On demand	All guarantors will remain guarantors unless otherwise released by us. Subject to state law.
Successor Franchise Fee[1]	$25,000	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time of your timely election to enter into a successor agreement.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Installment Agreement Termination Fee[1]	$250	On demand	If your franchise agreement is terminated prior to the full payment of the initial franchise fee under the installment agreement, you will be required to pay the remaining amount plus the termination fee.
Indemnification[3]	Varies	As incurred or on demand	See Note 3 below.
Liquidated Damages for Non-Compete Violations[1,7]	$500 per day for each competing business, plus our then current royalty rate for all gross sales from the competing business(es)	Upon demand	See Note 7 below.
Dispute Resolution Fees[1]	Varies	As incurred or on demand	You are required to pay half of the mediation or arbitration fee prior to the start of any mediation or arbitration. The prevailing party will be entitled to reimbursement of its legal fees and expenses.

NOTES

[1] Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. We collect payments from your customers and then deduct the royalty amount and other payments owing to us. We will send to you the remaining amount on the 15th day and the last day of each month so long as the client payment has been processed and cleared. All fees payable to us or an affiliate are non-refundable. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not. Gross sales include all revenue from the franchise business but does not include sales tax.

We have the right to require you to establish a bank sweep, draft or other similar type of electronic funds transfer ("EFT") account in which you must deposit the gross sales of your franchise (not including local sales & use taxes) which account we may automatically access for any payment due us. You cannot close or terminate any EFT account without receiving our prior written consent.

[2] Advertising Fees. We currently do not collect marketing fund fees. Upon collection, the marketing fund fee may be used by us for one or more national or regional marketing and brand development programs, as we choose. These fees are uniformly imposed.

[3] Indemnification. You must defend, indemnify, and hold us harmless from any and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees arising out of or related to, or in any way connected with you or your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities.

[4] Reports. You must submit to us the following reports by the following due dates.

TYPE OF REPORT	DUE DATE	REMARKS
State Tax Return	May 1, or 15 days following submission	If you file annually, the due date is May 1 for the prior year tax filing; if you file quarterly, the due date is 15 days following submission for the prior quarter tax filing.
Federal Tax Return	May 1, or 15 days following submission	If you file annually, the due date is May 1 for the prior year tax filing; if you file quarterly, the due date is 15 days following submission for the prior quarter tax filing.
IRS Form 941 (Employer's Quarterly Federal Tax Return)	15 days following Your submission	

[5] System Non-Compliance. We may issue you a fine for certain violations of the franchise agreement and/or manuals and are paid to us to reimburse us for our administrative and management costs for us to address the violation. The amount of the fine will be set forth in the manuals. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdraw program.

[6] Post-Termination, De-Identification, Non-Compliance Fee. In the event you fail to comply promptly with any of your post termination de-identification obligations: (a) you must pay us $100 per day for each day that you are in default, as a reasonable estimate of the damages suffered by us; and (b) to prevent further injury, we may hire a third-party or use our own personnel to de-identify your unit and/or to carry out any other obligations on your behalf, for which costs you will be responsible. This post-termination fee obligation will not affect our right to obtain appropriate injunctive relief and other remedies to enforce the franchise agreement and your obligations.

[7] Liquidated Damages for Breach of Non-Competition. This fee is applied if you violate the non-compete covenants in the franchise agreement or any related agreements, or if you use our system without our express written permission or approval. This fee is not our only remedy, does not represent a price for the privilege of not performing, nor does the payment represent an alternative manner of performance.

[8] Fee Increases. If a fee is subject to increase by us (rather than a third party), the increase will not be more than the equivalent of 10% per year during the term of your franchise agreement. This only applies to fees that are subject to change by us. If we do not designate that a fee is subject to change, the fee will remain the same during the term of the franchise agreement. Costs charged by third parties are subject to change at any time and do not have an annual cap.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$50,000 - $100,000	Lump sum or Installments	Upon signing the franchise agreement	Us
Initial training[2]	$600 per person for 2 days	Lump sum	Upon signing the franchise agreement	Us

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Travel, lodging, food, and other expenses while training[3]	$500 - $1,500	As Incurred	Prior to and during training	Airlines, hotels and restaurants
Real estate improvements[4]	$0	As incurred	As negotiated	Suppliers and contractors
Equipment and supplies[5]	$0 - $2,000	As incurred	Before opening if paid to us or an affiliate or as negotiated	Us, affiliates, and suppliers
Computer and mobile phone[6]	$0 - $1,000	As incurred	As negotiated	Suppliers
Software[7]	$0 - $1,000	As incurred	As negotiated	Suppliers
Software from Us[7]	$925 - $2,775	As incurred	Before opening	Us or our affiliate
Vehicle[8]	$0 - $30,000	As incurred	As negotiated	Suppliers
Misc. opening costs[9]	$200 - $10,000	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Opening inventory[10]	$2,000 - $5,000	Lump sum	As negotiated	Us, affiliates, and suppliers
Advertising – 3 months[11]	$0 - $1,500	As incurred	As negotiated	Suppliers
Additional funds – 3 months[12]	$3,000 - $10,000	As incurred	As incurred	Suppliers, employees, etc.
*TOTAL[13]	$57,225 - $165,375			

NOTES

[1] Initial Franchise Fee. The initial franchise fee is non-refundable. We may finance a portion of the initial fee for qualified franchisees.

[2] Initial Training. There is no initial training fee for 2 people to attend the initial training. If you would like to send additional people to attend the initial training, the fee is $300 per person, per day.

[3] Travel, Lodging, Food, and Other Expenses While Training. You are responsible to pay all travel, lodging, food, and other expenses for your attendees during training directly to the supplier (hotels, airlines, restaurants, rental car companies, etc.). We estimate that you will have 2 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals and transportation.

[4] Real Estate Improvements. The majority of our franchisees operate their franchise business from a home office. You are not required to have an office outside of your home, and as such, we are not providing an estimate for real estate or associated security deposits, improvements or fixturization.

[5] Equipment and Supplies. Included in this estimate are the cost of investigation and surveillance cameras, recording devices, and other relevant accessories. If you already have the required equipment that meets our standards and specifications, you will not need to purchase additional equipment.

[6] Computer and Mobile Phone. The high range is if you do not have a computer and/or business mobile phone that is compatible with our requirements and required software.

[7] Software. If you do not have the required software licensed, you must license the software from us, our affiliate, or a third-party supplier. The software currently licensed from us is Dropbox, Salesforce and Google Business G Suite. The low range is for a single user and the high range is for 3 users.

[8] Vehicle. You are required to have a suitable surveillance vehicle. The low estimate assumes that you already have a vehicle and the high assumes you will need to purchase or lease.

[9] Miscellaneous Costs. These miscellaneous costs include legal fees, utility costs, business entity organization expenses, employee training, deposits, insurance and licenses. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history. We strongly recommend that you hire a lawyer, accountant, and other professionals to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

[10] Opening Inventory. Opening inventory items include marketing materials and related supplies.

[11] Advertising. This estimates the cost of advertising for the first 3 months of operations.

[12] Additional Funds. This estimates your operating expenses during your first 3 months of operations, not including cash flows. Employee compensation is between you and your employees and may vary widely. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing. We have relied upon the experience of our principals to compile these estimates.

[13] Total. These figures are estimates for the development of a single franchise territory, and we cannot guarantee that you will not have additional expenses starting your franchise business. You should review these figures in this Item 7 carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing or leasing certain items or services according to our specifications or from approved suppliers, which could be us or our affiliates. You must not deviate from these methods, standards, and specifications without our prior written consent.

You must purchase or lease the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this item?	Is the franchisor or an affiliate the only approved supplier of this Item?
Software: Dropbox, Salesforce, Google Business G Suite	Yes	No

We may also require you to purchase advertising materials only from approved suppliers. We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used in the operation of your business be purchased from sources approved by us.

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	$1,000,000 per occurrence and $1,000,000 in the aggregate
Commercial automobile insurance	At least $500,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Crime policy	$100,000 (written on a loss discovered basis)
Errors & omissions	$1,000,000 covering each person in your franchise business
Data breach & cyber security breach insurance	$500,000 per occurrence
Umbrella insurance	$1,000,000
Government required insurances	You must maintain and keep in force all worker's compensation and employment insurance on your employees that is required under all federal and state laws.

These policies will insure you, us, and our officers, directors and nominees as additional insureds against any liability that may accrue by reason of your ownership, maintenance or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations and within 15 days of our request. Our insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain or maintain insurance we may obtain insurance for you, and you will pay us the premium costs upon our demand, plus an administration fee of $50 per hour for our time. You must also procure and pay for all other insurance required by state or federal law. We do not derive revenue as a result of your purchase of insurance.

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you must purchase items or services from approved suppliers.

All approved suppliers and specifications are made available to you before the beginning of operations. We consider our approved suppliers and specifications to be of critical importance to the success of the system. You must receive our prior written approval to deviate in any manner from our specifications.

None of our officers have an ownership interest in any of our suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 80% to 90% of your overall purchases in opening your franchise business and 10% to 20% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates may derive revenue from the sale of goods and supplies sold directly to you, or we may receive a fee or rebate from approved suppliers based off purchases from our franchisees. In the last fiscal year, we did not derive any revenue from the sale of these products and services to franchisees.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use a particular supplier and if that supplier meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier.

You may establish suppliers on the approved list by making an appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source: the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; price and quality; reputation of the supplier; quality assurance systems; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system.

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier meets our specifications. There is no fee for our evaluation of a supplier. We will notify you in writing within 30 days of submission as to whether the supplier has been approved. We may make changes or alterations in the standards and specifications for approving suppliers. At our discretion, we may revoke our approval from an approved supplier upon 30 days' written notice to you.

Standards and Specifications

We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose).

Other than as stated above, there is no obligation for you under the terms of the franchise agreement to purchase or lease any goods or services regarding the establishment or operation of the franchise business from approved sources.

Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives. We currently negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

Benefits Provided to You for Purchases

We do not provide material benefits to franchisees based on the franchisee's purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises based on your purchases.

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.	Site selection and acquisition/lease	Sections 4.1	Item 11
b.	Pre-opening purchases/leases	Section 8.4 and paragraphs 6.1.8, 6.1.10, and 6.1.12	Item 8
c.	Site development and other pre-opening requirements	Sections 4.1 and 4.3	Items 7 and 11
d.	Initial and ongoing training	Paragraph 6.1.3	Item 11
e.	Opening	Section 4.2	Item 11
f.	Fees	Article V	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX	Items 8 and 11
h.	Trademarks and proprietary information	Article III	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII	Item 8 and 16
j.	Warranty and customer service requirements	Section 8.5	Item 11
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Article VIII	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraph 6.2.2(iii)	Item 11
n.	Insurance	Paragraph 6.1.8	Item 8
o.	Advertising	Article X	Items 6, 7 and 11
p.	Indemnification	Section 15.2	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.5, 6.1.6, and 6.1.7	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5	Item 6
s.	Inspections and audits	Paragraphs 5.5.1, 5.5.2 and 6.2.2(iv)	Items 6 and 11
t.	Transfer	Article XIV	Item 17
u.	Renewal	Section 2.2	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
v.	Post-termination obligations	Section 12.1	Item 17
w.	Non-competition covenants	Article XVI	Items 14, 15 and 17
x.	Dispute resolution	Article XVII	Item 17
y.	Compliance with government regulations	Section 4.1 and paragraph 6.1.1	Item 12
z.	Guarantee of franchisee obligations	Paragraph 6.3.1	Item 15

ITEM 10
FINANCING

Installments for Initial Franchise Fee	
Identity of Lender	Blue Eagle Franchising, LLC
Relationship of Lender to Us	Us
Amount of Financing Offered	Up to 75% of the initial franchise fee
Term of Financing	Until paid off
Number of Payments	Dependent on monthly gross revenue
Payment Due Date	1st and 16th day of each month
Bi-Weekly Payment	Equal to 5% of gross revenue
Nature of Security Interest	Contracts for services
Interest Rate	8%
Debt Prepayment	The debt can be prepaid without penalty.
Other Terms	Owners of the franchisee entity must personally guarantee the loan, sign a security agreement, and sign a confession of judgment (not entered until default)
Liability Upon Default	Accelerated obligation to pay the entire amount due; obligations to pay court costs and attorneys' fees incurred in collecting the debt; termination of the franchise agreement
Waiving Defenses or Legal Rights	After the first default, if we choose to not terminate your franchise agreement, we will submit to the courts your signed confession of judgment. You must waive presentment for payment, demand, protest, and further notice of dishonor of any kind.
Liability Upon Termination of Your Franchise Agreement	If your franchise agreement is terminated prior to the full payment of the initial franchise fee, you will be obligated to pay the remaining amount, plus a termination of installment agreement fee of $250, and sign a release in our favor.
Selling or Assigning to Third Parties	If the financing is assigned or transferred, we will remain primarily obligated to provide the financed goods or services. You will lose all defenses against the lender in a sale or assignment.

Upon entering into a payment plan with us, you must waive all claims, remedies, defenses and causes of action arising out of or relating to this disclosure document or the franchise agreement, whether now known or discovered later, against us, our officers, directors, members, managers, agents and employees.

Other than allowing for monthly installment payments, neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours.

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

Except as listed below, Blue Eagle Franchising, LLC is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your franchise business, we will:

1) Designate your territory [franchise agreement section 1.1]. Your territory will generally comprise an entire state, with the exception of Florida, California, New York, and Texas, which may have multiple franchise units, or states where we determine to place more than one territory. Aside from operations in a state, there is no specific site for your franchise or from which you will be restricted to operations within the state.

2) Make available general written specifications for those items listed in Item 8. We offer assistance in delivery or installation of these items if purchased from us or our affiliate [franchise agreement section 7.1].

3) Provide you with the names of approved suppliers [franchise agreement section 7.1].

4) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, sales and marketing, and other information. The manuals are confidential, will remain our property, and may be used by you only in association with the Blue Eagle Investigations® franchise business and only during the term of the franchise agreement. You must keep the contents of the manuals confidential. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents of the operations manual is included as Exhibit "G" to this disclosure document. Our operations manual is approximately 75 pages [franchise agreement article IX].

5) We provide an initial training program for your operating principal and manager, described at the end of this Item 11 [franchise agreement paragraph 6.1.3].

Lease, Construction and Commencing Operations

By opening of your franchise business, you are required to have an office from which you will operate your franchise business, which may be within your residence. Most of our franchisees operate their franchise business from a home office. If you have an office location other than your home, it must be located within your territory. We do not assist in locating a site for your office location and you are not required to gain our approval for the office location so long as the location is within the territory. Notice of the address and location of the office is all that we require [franchise agreement section 4.2].

You must give us at least one day written notice before opening your franchise business. Upon receipt of your notice of opening, we will provide you with a commencement notice [franchise agreement section 4.2].

You may receive an extension to begin operating your franchise business if you can demonstrate a good faith effort in procuring all the required equipment, licenses and other items required to operate your franchise business. The extension will be determined in our sole discretion.

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 1 week to 3 months. Factors affecting this length of time usually include financing arrangements, obtaining required licenses, training, and delivery and installation of equipment and inventory items.

Failure to meet these deadlines may result in a termination of the franchise agreement without a refund [franchise agreement section 4.4].

Assistance During Operation

During the operation of your franchise business, we will:

1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of or change in products and services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify. Other than modifications due to health or governmental mandates or guidelines, or public concerns, we will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the franchise agreement [franchise agreement paragraph 6.2.2(iii)].

2) At your reasonable request or at our discretion, provide assistance either remotely or in person. For additional in-person assistance, you may be charged a fee and be required to cover all travel, lodging, food, and other expenses of your attendees or our representatives [franchise agreement section 7.2].

During the operation of your franchise business, we may:

3) Maintain a website for the Blue Eagle Investigations® brand that will include your business information and telephone number for your territory.

4) Hold conferences to discuss improvements, new developments, mutual concerns and business issues. At this time, attendance will not be mandatory and there will not be a conference fee, but this policy may change at some time in the future. If held, you may be required to pay all your travel, lodging, food, and other expenses of your attendees or our representatives. These conferences will be held at various locations chosen by us [franchise agreement paragraph 6.1.11].

5) Make periodic inspections of your franchise business including your financial records, contracts, and by speaking with current and former customers, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider [franchise agreement paragraph 6.2.2(iii)].

6) Conduct additional seminars, which may be through online webinars, live video conferencing or other electronic media, phone conference or in person, to discuss improvements, new developments, mutual concerns and business issues, sales, marketing**,** personnel training, bookkeeping, accounting, inventory control and performance standards. We may charge a seminar fee, and you may be required to pay all your travel, lodging, food, and other expenses. In-person seminars are normally held at our headquarters or as available at regional facilities [franchise agreement paragraph 6.1.11].

7) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.4].

8) To the degree permitted by law, suggest retail price, specify maximum and minimum pricing above and below which you will not sell or provide any goods or services [franchise agreement paragraph 6.1.9].

9) Not replace defective products purchased directly from us or our affiliate. Products purchased directly from us or our affiliate may carry a manufacturer's warranty. For items purchased through third parties you must work directly with your supplier or manufacturer of such items regarding warranties, defective products, training and support [franchise agreement paragraph 8.5].

10) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. You are not allowed to use a non-approved email for business purposes involving the franchise business. You must at all times maintain and frequently check a valid and approved email address, provided by, known and available to us, to facilitate our communication with you. [franchise agreement paragraph 6.2.2(i)].

11) Refine and develop products or services that you will offer to your customers [franchise agreement paragraph 6.2.2(iii)].

Employment Matters

We do not assist you with the hiring, firing, managing or compensation of your employees. That is your responsibility. We may provide you with an employee guide or manual, but it will only be an example of certain employment matters unless otherwise indicated by us. It is your responsibility to comply with state and federal employment laws [franchise agreement paragraph 6.1.7].

Advertising and Promotion

We may provide you with samples of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement section 10.2].

You are not allowed to develop advertising and marketing materials for your use; without our prior written approval, which may be withheld for any reason. However, if you do, any advertising or marketing you create becomes our property and will be considered "works for hire" that can be used by us or other franchisees without compensation to you. Marketing that has been submitted by verified receipt or submission will be deemed approved if you do not receive written approval or disapproval within 10 business days of the date we receive the submission of your advertising materials [franchise agreement sections 3.5 and 10.3].

You are required to market your franchise business in your territory in accordance with our standards and specifications. Neither you nor we are restricted from marketing your franchise business in your territory, but we do not have an obligation to do so on your behalf.

Advertising Fund

We currently do not collect a marketing fund fee. We have the right, upon 60 days' written notice to you, to institute a marketing fund. Once established, You must pay to us a monthly, non-refundable, assessment of up to 2% of your Gross Sales, or such lesser amount as we may specify (the "Marketing Fund Fee") for regional or national marketing or public relations programs as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system. Each franchise owned and company-owned store will contribute Marketing Fund Fees at the same rate [franchise agreement section 10.1].

We are responsible for administering the marketing fund. We will direct all uses of the advertising fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the marketing or public relation efforts; 3) the placement, timing and allocation of these programs; and 4) the composition of all geographic territories and market areas for the development and implementation of these programs [franchise agreement paragraph 10.1.1].

We are not required to spend any amount on marketing directly in the area or territory where you are located. We make no representations that advertising expenditures the marketing fund will benefit you or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We do not use marketing funds to solicit new franchisees [franchise agreement paragraph 10.1.2].

We may use the marketing fund to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries and other expenses for those employees who may be involved in the marketing fund [franchise agreement paragraph 10.1.2].

Advertising Expenditures in the Last Fiscal Year

During the 2021 fiscal year we did not collect any marketing funds. Any unused marketing funds in any calendar year will be applied to the following year's fund. The marketing fund will be unaudited. You may request an unaudited annual report of marketing expenditures within 90 days of the end of our fiscal year [franchise agreement paragraph 10.1.2].

Advertising Cooperative

You are not required to participate in a local or regional advertising cooperative.

Advertising Council

No franchisee advertising council is anticipated at this time.

Internet and Social Media

You may not create a website for your franchise business. Additionally, you cannot engage in social media on behalf of your franchise business or in marketing on the Internet without our prior written permission. If we do provide written approval to create your own website or social media for the franchise business, all content must be pre-approved by us in writing, and you are required to provide us administrative access, account information and any other information related to any of your websites and social media. All social media you develop, or use must be attached only to the email address we provide to you or that we have approved. You may not claim or register web listing on sites such as Yelp, etc. but upon termination or upon our request, you must turn over access to these web listings to us. To the extent that you have any web listings using our trademarks, you must assign such accounts to us, and you must facilitate, at your cost and expense, any transition and assignment with the online directory or social media platform within 30 days of signing the franchise agreement or of creating such listing. You must strictly comply with our policies and procedures regarding websites, social media, and Internet marketing. We reserve the right to restrict your right to use these sites in the future [franchise agreement section 10.4].

You must at all times maintain and frequently check a valid and approved email address, known and available to us, to facilitate our communication with you.

Computer / Point of Sale System

At the present time, we do not require you to buy or use a POS system, but you must have a business mobile phone and a computer system for use in the operation of your franchise business. The business mobile phone and computer system must meet our specifications, at an estimated cost of $0 to $1,000. We will have independent access to the information and data collected or generated by the computer system. There are no contractual limits on our rights to do so. You must keep these systems online and available for our access 24 hours a day, 7 days a week. We require you to use the following software as part of your franchise business: Salesforce, Dropbox, Microsoft Office, Google Suite, and Ring Central. We may require updates and upgrades to your computer and mobile phone hardware, software and licenses at your expense during the term of the franchise agreement at an estimated cost of not more than $1,000 annually. There are no contractual limitations on our right to do so. We are not required to maintain, repair, update and/or upgrade your computer or mobile phone systems. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the computer or mobile phone systems [franchise agreement paragraph 6.1.10].

Miscellaneous

We may approve exceptions to our changes in the uniform standards for you or any other franchise that we believe are necessary or desirable based on particular circumstances. You have no right to object to such variances. We may deny any or all of the above services to you while you are in breach of the franchise agreement or in default in the discharge of any of your obligations to us [franchise agreement sections 7.5 and 20.15].

Initial Training

We provide an initial training program. Your operating principal and your manager (if not the same person) are required to attend and successfully complete a training program which is held at our headquarters in Paola, Kansas or another place designated by us, including at locations of our investigators. The training program is held as needed. Successful completion will be determined by our trainers [franchise agreement paragraph 6.1.3]

Your "operating principal" is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 51% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us. The operating principal must be involved with the business as described in Item 15.

Successful completion of training must be completed at least 2 days before you may open your franchise business. Training must be successfully competed to the franchisor's satisfaction. The length of training depends on the prior experience of your attendees but should last 2 to 4 days. The estimated cost of training is $1,000 to $3,000 for 2 people [franchise agreement paragraph 6.1.3].

After the initial training, any new operating principal and manager must complete initial training within 30 days of hire or designating as operating principal. Our fee for this additional training is currently $300 per person per day to be trained [franchise agreement paragraph 6.1.3(i)].

The initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management. Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM[1]

Subject	Hours of Classroom Training	Hours of On–The-Job Training	Location
Operations Manual	8	0	Paola, Kansas and/or at a Blue Eagle Investigations® investigator location
Sales and Marketing	8	0	Paola, Kansas and/or at a Blue Eagle Investigations® investigator location
Surveillance	Only if needed 2-8	Only if needed	Paola, Kansas and/or at a Blue Eagle Investigations® investigator location
Investigations	Only if needed 2-8	Only if needed	Paola, Kansas and/or at a Blue Eagle Investigations® investigator location
Totals	16 If needed: 20-32	0	

[1] The training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to you and personnel may vary based on the experience of those persons being trained.

Our trainers include the following individuals:

Trainers	Subject(s) Taught	Length of Experience in the Field	Length of Experience with the Franchisor	Experience Relevant to Subject(s) Taught and Franchisor's Operations
Stu Macfarlane	Operations Manual	29 years	2 years	Stu is an owner and has operated his own insurance fraud investigations business for over 29 years
Cathy Macfarlane	Sales and marketing	16 years	2 years	Cathy is an owner and has worked in the industry for over 16 years

Materials Provided at the Initial Training

We will provide access to our manuals during training and other handouts to facilitate training.

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12
TERRITORY

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks solely within a specific geographic area, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory

Generally, a franchise territory will comprise an entire state, with the exception of Florida, California, New York, and Texas, which may have multiple franchise units. We will not place another franchise or company owned unit within your territory during the term of the agreement.

Territory Restrictions

You are restricted to operations within your territory and cannot service customers outside your territory without first receiving our prior written consent. Due to the territory comprising an entire state or part of a state for larger and more populated states, you cannot relocate your franchise to another state without entering into another franchise agreement with us and paying the applicable initial franchise fee.

Minimum Client Contacts Requirement

Your territory is not dependent upon achievement of a minimum sales volume or market penetration, but you are required to achieve a minimum of 200 client contacts per month. A client contact is a phone call, meeting or other contact that has been documented and confirmed in Salesforce. If you do not achieve the minimum monthly contacts in your territory, then you will be given a notice of default and a 30-day period to cure. If you do not cure within the 30-day cure period, we have the right to terminate your franchise.

Your Rights to Use Channels of Distribution

You do not have the right to sell products or services through other channels of distribution, including the Internet, via apps or social media.

Advertising Within and Outside the Territory

Other franchisees may not advertise within your territory and you may not directly advertise within other territories. However, it is the nature of this business that advertising to a company in your territory may result in advertising in another territory if the company has multiple locations across state lines. This type of advertising is not prohibited.

Options to Acquire Additional Franchises

If you are fully compliant with your current franchise agreement, you will have the first right to acquire another neighboring territory/state. There is no right to acquire a state or territory that is not adjacent to your current territory/state.

Exclusive Territory

You will be assigned an exclusive territory for your franchise business meaning that we will not establish another franchise, affiliate or company owned unit using the Blue Eagle Investigations® trademark within your territory so long as you are in strict compliance with your franchise agreement.

Our Reservation of Rights in Your Territory

We and our affiliates reserve the right to market both within and outside your territory and sell and distribute products and services under Blue Eagle Investigations® both within and outside your territory using distribution channels, such as through the Internet, websites, apps, social media, direct marketing, telemarketing, national accounts, and having booths and presentations at conferences and seminars.

We do not pay you for soliciting or accepting orders for any products or services under the Blue Eagle Investigations® brand through other channels inside your territory.

Our Previous Activities in Your Territory

In the past, if we had clients in your territory, we have used one or more of the following distribution channels to sell and distribute products and services in your territory under the Blue Eagle Investigations® brand: websites, apps, social media, direct marketing, telemarketing, national accounts, and having booths and presentations at conferences and seminars.

National Accounts

We reserve the right to sell, market and distribute the Blue Eagle Investigations® products services to national accounts in your territory. A "national account" is defined as a company with multiple units or outlets located in more than one geographical area or market. We will designate if and how franchisees will sell or service national accounts.

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark, in or outside of your territory, but we reserve the right to do so in the future.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

We grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Under a license agreement entered into between Blue Eagle Investigations, Inc. and us in 2019, we were granted the right to use and sublicense the trademarks for 20 years with automatic annual renewal terms. The license may be terminated for our default; however, all franchisees in good standing will be able to continue to use the Blue Eagle Investigations® trademarks through the end of the then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register, or they have not been filed for registration, and we claim common law rights in them. All required affidavits and renewals have been filed.

Registration/ Serial Number	Word or Design Mark	Registry	Registration/ Filing Date	Status
5615964	Blue Eagle Investigations®	Principal	November 27, 2018	Registered

N/A		N/A	N/A	N/A

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

Registered Domain Names

We have registered, among many others, the Uniform Resource Locators (domain names) www.blueeagleinvestigations.com. You may not register or own a domain name using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name in connection with your franchise business or the franchise system without our prior written permission.

Use of the Trademark

You must use all trademarks in strict compliance with our manuals and Blue Eagle Investigations® system. You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue it, and you have no right to compensation or otherwise under the franchise agreement if we require you to modify or discontinue using a trademark. You cannot use the name "Blue Eagle Investigations" as part of your corporate name, but you must use the name Blue Eagle Investigations® as part of an assumed business name or dba ("doing business as") registered with the applicable governmental authority. This use is non-exclusive. You cannot make application for registration or other protection of Blue Eagle Investigations® names, derivatives or any other trademark used by us.

You may only use the trademarks with the letters "™" or "℠ " or "®" as appropriate. You cannot use any trademark in the sale of any unauthorized product or service. You cannot use any other trademark as part of your franchise business that is not affiliated with us or approved by us. You must follow all security procedures required by us for maintaining the secrecy of proprietary information.

Governmental Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

Superior Prior Rights and Infringing Uses

We are unaware of any superior rights in or infringing uses of the trademarks that could materially affect your use of the trademarks in your territory.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We will have the discretion to take the action we deem appropriate. We are not obligated to protect any rights that you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the trademarks, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the marks. We

are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademarks.

You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent, and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our manuals or logos with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent or an affiliate, claim protected trade secrets and copyrights in parts of our franchise system.

We claim other copyrights in sales literature and marketing materials that we, or our franchisees, develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us.

Proprietary Information

You can use the proprietary information in our manuals but only in connection with the system. The manuals may not be copied. The manuals must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. Portions of the "system" are a trade secret or confidential and proprietary to us.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Improvements to the System

Any improvements you make to the system will be owned by us and considered a "work for hire" or will otherwise be assigned to us.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights, manuals and any other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. We have the right to control any administrative proceedings or litigation. We are not required to defend or indemnify you for any damages from any proceeding based on patents or copyright. You must modify or discontinue the use of any patent or copyright, at your cost, if we modify or discontinue it. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the patents or copyrights, and you will

proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights.

Superior Prior Rights and Infringing Uses

We are unaware of any superior rights or infringing uses of the copyrights or patents that could materially affect your use of the copyrights or patents in your territory.

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

Participation and "On-Premises" Supervision

We require personal ongoing supervision by your operating principal. Your operating principal must personally participate in the direct operation and supervision of the franchise business. Your operating principal must manage the day-to-day operations of the franchise business. Unless your operating principal will act as the full-time manager of the franchise business, your operating principal is not required to work a certain or minimum number of hours; nevertheless, your operating principal must work sufficient hours to operate your franchise or supervise your managers so that your franchise business is operating at maximum capacity and efficiency. You must have either the operating principal or at least one manager available during regular business hours.

Your operating principal must conduct frequent inspections of the franchise business and review client interactions and reports to ensure the highest standards of professionalism and compliance with our approved methods.

Who Must Attend and Successfully Complete Initial Training

Your operating principal and manager (if the 2 are separate people) must attend and successfully attend and successfully complete the initial training program.

Restrictions on the On-Premises Supervisor

We do not put a limitation on whom you can hire as your on-premises or in-office supervisor or manager. However, both your operating principal and manager must have and maintain all appropriate licensing and must have necessary experience to perform the franchise business requirements. Your on-premises supervisor is not required to have an equity interest in the franchise business.

No Competing Enterprises

Neither you, your operating principal**,** nor your management employees can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and operating principal, must sign our standard brand protection agreement for principals to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17 [franchise agreement exhibit A-4]. Your employees will also be required to sign a brand protection agreement. Some states may impose certain restrictions on non-competition agreements. We provide you this form for employees, but it is your responsibility to conform it to the laws and regulations of your state [franchise agreement exhibit A-5].

Required Operations

You must operate the franchise business and be available to work as many days and hours in a week as dictated by the cases and client requests. In other words, you must have your franchise business available

for operations 7 days a week throughout the year and work the number of hours as is required by your caseload and the client requests and requirements.

Personal Guarantees

Any individual who owns any ownership interest in the franchise business must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing and only to those customers within your territory. You are not permitted to market in another franchisee's territory. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you may offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all of our products and services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP[1]

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 Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 10 years. The franchise term will begin upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	If you are in good standing at the end of the franchise term, you can enter into a successor franchise agreement for an additional term of 10 years.
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default, pay a successor franchise fee, and sign the then-current standards, and sign the then-current franchise agreement. When renewing, you may be required to sign a contract with materially different terms and conditions than your original contract. You are required to give us notice of your intent to renew between 6 and 12 months prior to the expiration of your franchise agreement. (Subject to state law).

	Provision	Section in Franchise or other Agreement	Summary
d.	Termination by franchisee	Section 11.4	You have the right to terminate the franchise agreement upon 30 days written notice to us. However, if you do terminate and have financed your initial franchise fee, all amounts owing to us are immediately due and payable in full and the non-competition provisions will remain in full force and effect for the post-termination term.
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f.	Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below).
g.	"Cause" defined – curable defaults	Paragraphs 11.1 P-T	You have 24 hours to 30 days to cure certain material defaults of the franchise agreement.
h.	"Cause" defined - non-curable defaults	Paragraphs 11.1 A-O	Non-curable defaults include conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, trademark misuse, etc.
i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc. (see also (r) below).
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, transfer of ownership interest, the sale of substantially all of your assets, etc.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers.

	Provision	Section in Franchise or other Agreement	Summary
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include you are not in default, all fees are current, new franchisee qualifies and is approved by us, transfer and training fees are paid, purchase agreement is approved, training for new transferee arranged, new transferee signs the then-current franchise agreement, a release is signed by you, etc. You must also coordinate with the transferee to ensure coverage during the transferee's initial training. These conditions are subject to state law. (See state specific addenda).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We have the right of first refusal to acquire your franchise business during the term of the franchise agreement. We can match any offer for your franchise business or business assets within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.12	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 60 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all of your rights and interests in and under the franchise agreement and your franchise business at fair market value.
p.	Death or disability of franchisee	Section 14.10	Within 30 days of death or disability, your personal representative must be approved, and a new manager must be trained, if applicable, or franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained manager is in place for which fees will apply. The franchise agreement must be transferred to an approved transferee within 12 months of death or disability.
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in competing business anywhere without our written consent. Non-competition provisions are subject to state law.

	Provision	Section in Franchise or other Agreement	Summary
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business in the insurance fraud industry for 2 years within your former territory or within 25 miles of your territory, or within 25 miles of any other Blue Eagle Investigations® franchise, company or affiliate owned Blue Eagle Investigations® business (including after assignment). If you compete within the time period, then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you may not solicit to or on behalf of a competing business any former customer of your franchise business that you serviced as a Blue Eagle Investigations® franchisee, or customer of ours or of an affiliate with whom you interacted during the term of the franchise agreement. You must also not divert or attempt to divert any business or customer from us or our franchisees or injure our goodwill; influence or attempt to influence your previous clients or other franchisees to discontinue their contracts with us.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t.	Integration / merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). All representations and promises outside the disclosure document and franchise agreement may not be enforceable. No provision in the franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document. Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.

	Provision	Section in Franchise or other Agreement	Summary
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation and arbitration (see state specific addenda). All disputes must be resolved by arbitration in Overland Park, Kansas (subject to applicable state law).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Overland Park, Kansas or the city where our then-current headquarters is located (subject to state law).
w.	Choice of Law	Sections 19.1 and 19.5	Kansas law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

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.

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 Stu Macfarlane at 6709 W 119th St., #125, Overland Park, Kansas 66209, (913)685-2583, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	3	+3
	2020	3	9	+6
	2021	9	12	+3
Company Owned	2019	2	2	+0
	2020	2	2	+0
	2021	2	2	+0
Total Outlets	2019	2	5	+3
	2020	5	11	+6
	2021	11	14	+3

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2019 to 2021

State	Year	Number of Transfers
Total	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Alabama	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Colorado	2019	0	1	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Florida	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	1	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Georgia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Illinois	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Iowa	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nebraska	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nevada	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
North Carolina	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Ohio	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
South Carolina	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
East Tennessee	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	1	0	0	0	0	0	1
Texas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Virginia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
West Virginia	2019	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Total	2019	0	4	1	0	0	0	3
	2020	3	6	0	0	0	0	9
	2021	9	4	1	0	0	0	12

Table No. 4
Status of Company-Owned Outlets[1]
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Kansas	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Missouri	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1					
Total	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2

[1] These territories are owned by our affiliate, Blue Eagle Investigations, Inc. We do not own or operate any territories.

Table No. 5
Projected Openings as of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	1	0
Arkansas	0	0-1	0
Florida	0	0-2	0
Georgia	0	0-1	0
Idaho	0	0-1	0
Illinois	0	0-1	0
Indiana	0	0-1	0
Kentucky	0	0-1	0
Louisiana	0	0-1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Massachusetts	0	0-1	0
Maryland	0	0-1	0
Maine	0	0-1	0
Michigan	0	0-1	0
Minnesota	0	0-1	0
Montana	0	0-1	0
Nebraska	0	0-1	0
New Mexico	0	0-1	0
Nevada	1	0-1	0
New York	0	0-2	0
Ohio	0	1	0
Oklahoma	0	0-1	0
Oregon	0	0-1	0
Pennsylvania	0	0-1	0
Rhode Island	0	0-1	0
Tennessee	1	0-1	0
Texas	0	0-2	0
Utah	0	0-1	0
Virginia	0	0-1	0
Washington	0	0-1	0
Wisconsin	0	0-1	0
Wyoming	0	0-1	0
Total	2	2-34	0

List of Franchisees

Exhibit "D" contains a list of our current franchisees. Exhibit "D" also contains a list of franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Disclosure of Franchisee Information

If you invest in this franchise, your contact information and financial information may be disclosed in our disclosure document.

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on December 31 of each year. Attached as Exhibit "C" are our audited financial statements dated December 31, 2021, December 31, 2020, and December 31, 2019.

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits; as Exhibit "B," the Statement of Prospective Franchisee; as Exhibit "H," the Deposit Agreement; and as Exhibit "I," the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. You may return the signed and dated receipt either by mailing it to us at Stu Macfarlane, Blue Eagle Franchising, LLC or by emailing it to us at info@blueeaglefranchising.com.

ADDENDUM TO THE BLUE EAGLE INVESTIGATIONS® FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

ADDENDUM TO THE FDD
FOR THE STATE OF FOR THE STATE OF ILLINOIS

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

ITEM 5 of the Disclosure Document is amended to add the following: Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

ADDENDUM TO THE FDD
FOR THE STATE OF FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. 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 therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

> "Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.
>
> At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.

FDD ADDENDUM
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute ' 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. ' 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, 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 that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400D prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.

6. Any limitation of claims must comply with Minn. Stat. ' 80C.17, subdivision 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

FDD ADDENDUM
FOR THE STATE OF NEW YORK

1. The FDD Cover Page is amended as follows:

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, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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. ITEM 3 of the disclosure document is amended by the addition of the following language:

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, misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of 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 public agency; 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 expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive 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 real estate broker or sales agent.

3. ITEM 4 of the disclosure document is amended to state that:

- 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 the officer or general partner of the franchisor held this position in the company or partnership.

4. ITEM 5 of the disclosure document is amended to add the following:

- 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 "**Requirements for franchisee to renew or extend**" and ITEM 17(m), titled "**Conditions for franchisor approval of 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 of contract 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" section 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.

FDD ADDENDUM
FOR THE COMMONWEALTH OF VIRGINIA

By statute under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right give to him by any provision contained in the franchise. Accordingly, the Division requests that the franchisor add a Virginia Addendum to the FDD containing the following statements:

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Blue Eagle Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

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

Under 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.

Under 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 involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

ADDENDUM TO THE FDD
FOR THE STATE OF WASHINGTON

ITEM 5 is amended as follows: In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchise has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

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

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 be court 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 with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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 when executed 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 unreasonably restrict 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 unless the 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) soliciting or 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 does hereby acknowledge receipt of this addendum.
Dated _____.

_____ _____
FRANCHISOR FRANCHISEE

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following shall apply to Franchise Agreements in the State of Wisconsin:

   a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A"
TO THE FDD

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

By and Between

BLUE EAGLE FRANCHISING, LLC

and

_____

(Franchisee)

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This Agreement and the Schedules and Exhibits attached hereto are subject to the copyright of The Franchise & Business Law Group, LLC

FRANCHISE AGREEMENT

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BLUE EAGLE FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of _____ by and between **BLUE EAGLE FRANCHISING, LLC**, a Kansas limited liability company ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and _____("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a business known as Blue Eagle Investigations®, offering private investigations business within the insurance fraud industry and other related products and services ("Franchise Business"). The system Includes, the Franchise Business, specific Marks, standards, Manuals, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or "Blue Eagle System"); and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System developed by Us.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicensable, personal right to establish and conduct a Franchise Business as a Blue Eagle Investigations® franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only within Your Territory listed on Exhibit "A-1" ("Territory"). You must operate Your Franchise Business in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in Section 1.3 below, during the term of this Agreement, We will not establish or operate a company-owned outlet or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate Blue Eagle Investigations® businesses outside Your Territory and; 2) to operate and license others to operate businesses anywhere that do not operate under the Blue Eagle Investigations® brand name.

1.4 Rights to Use Channels of Distribution. We and Our affiliates expressly reserve the right Market in Your Territory and elsewhere using Marketing strategies and distribution channels Including websites, the Internet, Social Media, smartphone apps, direct marketing, telemarketing, catalog sales, direct sales, retail location, and wholesale locations. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. We do not pay You for soliciting or accepting orders for any products or services We make inside Your Territory, if made

under other brands. You are not permitted to target Market or sell to customers in another franchisee's territory; however, it is the nature of this business that advertising to a company in your territory may result in advertising in another territory if the company has multiple locations across state lines. This type of advertising is not prohibited.

1.5 Entity Franchisee. If You are operating as a partnership or an entity, You must designate the Operating Principal in connection with Your Franchise Business. The Operating Principal must have at least 51% of ownership in Your franchisee entity and must be listed on Exhibit "A-2." Your Operating Principal will have the authority to speak for and bind You in all matters pertaining to this Agreement and Your Franchise Business. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, You are required to file a DBA as set forth in Section 3.9.

1.6 Restriction of Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business in the Territory, and do not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement.

1.7 National and Regional Accounts. We have the right to sell, market and distribute the Blue Eagle Investigations® services to all National and Regional Accounts, both within and without the Territory. A "National or Regional Account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. Due to the nature of the insurance industry Our Marketing efforts to these National or Regional Accounts may overlap with Your Marketing efforts. There is no compensation or other consideration for overlapping Marketing efforts.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of 10 years unless terminated earlier pursuant to Article XI herein, If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. If You are not in default of the terms and conditions hereof and have: 1) complied with and timely met material terms and conditions of this Agreement throughout the initial term; 2) complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 3) timely paid all monetary obligations owed to Us during the term of this Agreement; and 4) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business, You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for an additional term of 10 years by giving Us written notice at least six months and not more than 12 months prior to the expiration date of the term hereof. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term Including, any

month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form of Our successor franchise agreement ("Successor Franchise Agreement") Including personal guarantees and to sign Our then-current form of general release of all claims against Us arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to pay royalties and other continuing Fees at the then-existing levels required to be paid by new franchisees. You must sign and return to Us the Successor Franchise Agreement within 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement, and this Agreement will Terminate at the expiration of the term then in effect. **You acknowledge that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including, terms affecting payments to Us or Our affiliates.** You acknowledge and agree that We can require You, at Your expense, to reasonably upgrade Your equipment and supplies in performing the obligations under this Agreement to the extent and in the manner specified by Us to conform with and bring it up to the standards and image as We determine. Unless otherwise waived by Us, such improvements must be made within six months of signing the Successor Franchise Agreement.

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You shall pay to Us a non-refundable Successor Franchise Fee set forth in Exhibit "A-3," payable in full at the time of execution of the Successor Franchise Agreement.

2.2.5 Successor Franchise Training. Your Operating Principal and/or Your designated manager(s) may also be required to attend and successfully complete trainings, certifications and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) We have the sole right to license and control Confidential Information and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property. You acknowledge that Our Confidential Information and Intellectual Property unique and/or confidential and contain trade secrets and other material proprietary to Us.

3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our Confidential Information, Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after

the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of the Our Confidential Information or Intellectual Property by Our other franchisees or licensees at any time.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us.

3.4 Use of Marks. You shall only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You may not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks in any manner that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any inter-company documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees must be under Your entity name.

3.4.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You shall to immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks, Our Confidential Information, or any part of Our Intellectual Property.

3.4.2 Use in Marketing. The use of the Marks in Marketing efforts is set forth in Article X.

3.4.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logo types and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You cannot make application for registration or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.5 Copyrights. All right, title and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement.

3.6 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidential Information and Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our Confidential Information and Intellectual Property licensed hereunder in which We have an interest. We are not obligated to protect any rights that You have to use the Marks, or to protect You against claims of infringement or unfair competition. However, in the event We do undertake the defense or prosecution of any

litigation pertaining to any such Confidential Information or Intellectual Property, You agree to execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation) undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You may not do any act or make any claim which is contrary to or in conflict with Our rights in Our Confidential Information or Intellectual Property.

3.7 Goodwill. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and System, that might be deemed to have arisen through Your activities, is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.7.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. All client contracts belong to Us. You have a royalty-free non-exclusive right to use the Customer Data during the term of this Agreement. You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee and transaction information, and if We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to the sending of emails or other transmission of information, Including any anti-spam legislation.

3.8 Use of Name. Within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") in the manner required by the law in the state where Your Franchise Business is located so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement and must Include Your assigned franchise designation in such filing. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time. You must display a standard sign or notice, as may be provided or required by Us, on Your communications and/or at Your office location indicating that the business is independently operated and owned as a franchised business.

3.9 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your employees only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.10 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and shall obtain Our written approval before using or implementing the Innovation. All Innovations are owned by Us and considered a "work-for-hire." If all or part of any Innovation that You create is for any reason deemed not to be a work-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, Including license rights, in the Innovation, and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative, You expressly waive those rights. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Innovation, and You will cooperate with Us in securing these rights. We may also consider an Innovation as Our trade secret. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees.

3.11 Association with Causes; or Co-Branding. You cannot, in the name of the Franchise Business, (i) donate money, products, or services to any charitable, political, social, religious, or other organization, cause, or position, or (ii) act in support of or against, any such organization, cause or position without Our prior written approval. You may not "co-brand" or associate any other business activity with the Franchise Business in a manner which is likely to cause the public to perceive it to be related to the System.

ARTICLE IV
COMMENCING OPERATIONS

4.1 Office Premises. You are required to have an office from which You will operate Your Franchise Business, which may be within Your residence. Most of Our franchisees operate their franchise business from a home office. If You have an office location other than Your home, it must be within Your Territory. It will be Your responsibility, at Your sole cost and expense to select Your office location within Your Territory. **We do not prepare demographic studies or otherwise evaluate the potential success of Your proposed site, nor do We provide You with a site checklist or other similar information, and We do not warrant or guarantee the success of the location or site.** Your office must not be used for any competing business without Our prior written consent. You must strictly comply with local zoning and, state and federal laws, rules and regulations.

4.2 Commencing Operations. You are required to commence operations not later than three months from signing this Agreement. You must give Us not less than one business day prior written notice of the start of operations date. Upon receipt of Your notice of opening, We will issue a written commencement notice. We have the right to inspect Your equipment, storage unit, office and other aspects of Your operations relating to Your compliance with this Agreement prior to opening.

4.3 Relocation of Territory. You are prohibited from relocating Your Franchise Business to another state without entering into another franchise agreement with Us and paying the applicable initial franchise fee in addition to You demonstrating You have the financial ability to relocate. We have the right to deny a request for relocation in Our sole discretion.

4.4 Failure to Meet Deadlines. If You fail to meet a deadline as provided above, this Agreement is subject to Termination by Us, at Our option.

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay Us the initial franchise fee listed in Exhibit "A-3" in one lump sum at the time of execution of this Agreement unless We allow You to pay this fee in installments. The initial franchise fee must be paid by wire transfer (with wire fees paid by You) or certified check. The initial franchise fee is fully earned by Us and is non-refundable.

5.1.1 Installment Agreement. The installment agreement is attached as Exhibit "A-7." If this Agreement is terminated prior to the payment in full of the initial franchise fee under the Installment Agreement, You will be required to pay a termination fee (see Exhibit "A-3") in addition to all other fees due and owing under the Installment Agreement.

5.1.2 Additional Franchises. During the term of this Agreement, You have the option, but not the right, and as determined and allowed in Our sole discretion, to purchase additional franchises at a discounted initial franchise fee per location as listed on Exhibit "A-3," and subject to the following conditions:

(i) Notice by Us. In the event We receive a bona fide offer to acquire a franchise territory, We will provide written notice to each neighboring Blue Eagle Investigations® who is not in default of their franchise agreement. Such notice will provide the location of the territory, but no other details are required to be provided by Us. Notice does not create an obligation on Us to grant a territory to You.

(ii) Your Notice of Intent. In the event You desire to acquire an additional franchise as allowed under Paragraph 5.1.2, and regardless of whether You have received notice of a bona fide offer of a neighboring territory by Us or You seek to acquire the territory independently, You must provide such notice of intent. Such notice must following the procedures as outlined herein and as supplemented in the Manuals: 1) written notice to Us asking for the most current Blue Eagle Investigations® Franchise Disclosure Document ("FDD"); 2) signing, dating, and returning the Receipt page of the FDD; 3) provide a business plan outlining Your plan to open and operate the new territory and which plan includes, Your financial abilities to acquire an additional territory including without limitation a statement of your capital resources, and Your operational and marketing capabilities and plans.

(iii) Our Rights in Granting an Additional Franchise. Any option allowed to You to acquire an additional franchise territory will be based upon Your meeting the notice requirements as well as: 1) Your being in full compliance and not in default in any manner with Your current franchise agreement; 2) You meet Our then-current criteria for new franchisees; 3) Your current Franchise Business is located adjacent to or neighboring the additional franchise territory; 4) as determined in Our sole discretion, to grant the franchise territory. You do not have the automatic right to acquire an additional franchise territory. In the event We determine to grant you an additional franchise territory, You will be required to sign Our then-current franchise agreement, which may have material terms different from this Agreement, including a higher initial franchise fee.

5.2 Royalty. You shall pay Us a non-refundable, on-going bi-weekly royalty as listed in Exhibit "A-3" throughout the term of this Agreement. The royalty is in consideration of Your right to use Our Intellectual Property and certain Confidential Information in accordance with this Agreement, and not in exchange for any specific services We render. We receive and process payment from Your customers on Your behalf, and We will automatically deduct Our royalties, marketing fund fees, and other fees owing to Us from these payments We receive from customers on Your behalf. We will remit the remainder to You on the 15th day and the last day of each month so long as the client payment has been processed and cleared.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Marketing Fees. We currently do not collect a marketing fund fee. Upon Our institution of the Marketing Fund, You will be required to pay Us the bi-weekly Marketing fee listed in Exhibit "A-3" for Our Marketing and promotion programs as further described in Sec. 10.1 below.

5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales Report. We currently do not require You to submit a Gross Sales Report. However, if We change this requirement in the future, You must submit to Us, not later than Monday of each week, a report of the financial activity of the immediately preceding week showing all monies received or accrued, sales or other services performed and such other information concerning Your financial affairs, as We

may reasonably require. For purposes of this Agreement, such information will be referred to as the "Gross Sales Report." As needed, we reserve the right to require all reports to be submitted at more frequent intervals.

5.4.2 Payments; Due Date. Royalties, and Marketing Fund Fees (when instituted), are due on the 15th and last day of each month in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Our current ACH agreement is attached hereto as Exhibit "A-6" and may be modified by Us at any time in Our sole discretion. We reserve the right to change the payment due date or require an alternative payment frequency payment for any or all Fees in the future. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

(i) Operating Account. You shall not have more than one Operating Account. If We require You to report Gross Sales and You fail to timely report such, We may automatically sweep or debit an estimated amount of Fees due to Us. You shall pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge.

5.4.3 Late Fees. You will be charged a late Fee if a required Fee or report is not timely received by Us. See Exhibit "A-3." We may also charge You per bounced check or insufficient funds transfer. See NSF Fee in Exhibit "A-3." These Fees are due with Your royalty payment or upon demand, and the amounts may be adjusted by Us from time to time in the Manuals.

5.4.4 Interest. In addition, all Fees not paid when due will be assessed and accrue interest from the due date to the date of payment, both before and after judgment at the rate of 18% per annum or the maximum rate allowed by law, whichever is less. In no event will any amounts be charged as interest or late fees or otherwise that exceed or violate any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.5 Sales Tax. If there is hereafter assessed any nature of sales tax or use tax or other value added tax on Fees You pay to Us, You shall also pay Us the applicable tax when invoiced.

5.5 Financial Statements. You shall submit the following reports by the following due dates. We reserve the right to require all reports to be submitted at more frequent intervals.

TYPE OF REPORT	DUE DATE	REMARKS
State Tax Return	May 1, or 15 days following submission	If You file annually, the due date is May 1 for the prior year tax filing; if You file quarterly, the due date is 15 days following submission for the prior quarter tax filing.
Federal Tax Return	May 1, or 15 days following submission	If You file annually, the due date is May 1 for the prior year tax filing; if You file quarterly, the due date is 15 days following submission for the prior quarter tax filing.
IRS Form 941 (Employer's Quarterly Federal Tax Return)	15 days following Your submission	

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agent, have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business.

5.5.2 Audit of Books and Records. In the event that any audit or investigation discloses a deficiency of 2% or more of the Gross Sales in the computation or payment of Fees due to Us, You shall immediately pay Us the amount of the deficiency, the appropriate Fee for late charges, and You shall reimburse Us for the total expense of the audit or investigation, Including, the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure to report Gross Sales for any time period or Your failure to retain and have available, readable, and organized required records will be deemed an understatement by more than 2%.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, as an alternative to putting You in default, as determined on a case by case basis, Including for failure to cure a prior default even if a fine has been imposed, We have the option to issue You a fine for certain violations of this Agreement and/or the Manuals. The fines and charges are set forth in Our Manuals and are paid to Us to reimburse Us for Our administrative and management costs for Us to address the violation. If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. See Exhibit "A-3." Such fines are not Our sole remedy. Our decision to impose, or not to impose, a fine for Your non-compliance does not constitute a waiver of any other right that We may have under this Agreement, Including Termination of this Agreement.

5.10 Fee Increase. Unless otherwise set forth herein, if a Fee is subject to increase by Us (as opposed to by an affiliate or third-party), the increase will not be more than the equivalent of 10% per year during the term of this Agreement.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement:

6.1.1 Compliance with Applicable Laws. You must adapt, at Your expense, the specifications to Your Franchise Business in accordance with local, state and federal laws, rules and ordinances. You are solely responsible for ensuring compliance with all applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business.

(i) Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business. You shall agree that We have not made and You have not relied on any representation that no licenses, or only certain licenses, permits, etc., are necessary in connection with the operation of Your Franchise Business.

(ii) Contracting Prohibitions. You cannot contract with any person listed or included on: (i) the United States Department of Health and Human Services ("HHS") Office of Inspector

General's ("OIG") List of Excluded Persons/Entities; (ii) the excluded provider list promulgated by the applicable state Medicaid program; or (iii) the General Services Administration ("GSA") List of Parties Excluded from Federal procurement and non-procurement programs.

6.1.2 Customer Service. You must give prompt, courteous and efficient service to the public and otherwise operate Your Franchise Business in strict compliance with Our System and policies, practices and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain and enhance the reputation and goodwill of Our System. We reserve the right to require that Your employees comply with any dress code, Mark or other brand-related standards that We may require, and/or otherwise identify themselves with the Marks at all times in the manner We specify while on a job for Your Franchise Business.

6.1.3 Training. Your Operating Principal and Your designated manager, if other than Your Operating Principal, are required to attend and successfully complete Our training program at least two days prior to opening Your Franchise Business. The length of training is generally two to four days but could be longer if Your Operating Principal or Your designated manager needs surveillance or investigations training, or if either fails to successfully complete the training. Successful completion will be determined by Our trainers but may Include demonstrating knowledge of basic techniques, knowledge of policies and procedures, marketing, sales, and customer service. Failure to successfully complete training is a default of this Agreement. The training instruction is provided by Us without charge to You for up to two management and/or executive level persons. We also allow additional persons to attend the initial training. The cost for additional trainees to attend the initial training is listed in Exhibit "A-3." Each person must attend the same training session. Attendees must sign a non-disclosure agreement acceptable to Us before attending training. Trainees, who do not pass training may retake the initial training for a Fee listed in Exhibit "A-3." You must cover the travel, food, and lodging costs as well as compensation for Your attendees.

(i) Replacement Training. Any new Operating Principal or managers must complete the initial training program prior to taking over as the Operating Principal. Depending on availability and advanced written notice, this training may take place at Your location, but more likely, the training will take place at Our headquarters or at an affiliate's location. You must also cover the travel, food and lodging for Your attendees or Our representatives, as applicable. Our Fee for this additional training is listed in Exhibit "A-3." You must also bear the costs of travel, food, lodging and salaries of Your attendees. New managers may be trained by You, but Operating Principals must be trained by Us. Your new Operating Principal and/or manager must successfully pass training within 30 days of hire or assumption of duties.

(ii) Additional Training. Our current Fee for additional training is listed in Exhibit "A-3." We have the right in Our sole discretion to limit additional training to the number of days We determine is necessary, even if that amount of time is shorter or longer than You have requested. We can also require Your Operating Principal and/or other key personnel to attend additional trainings if You are in default, or if We reasonably believe such training would be in the best interest of Your Franchise Business. For all training, You shall also bear the costs of travel, food, lodging and compensation of Your attendees or Our representatives (as applicable) in connection with training.

(iii) Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending a training.

(iv) Rescheduling Fee. If You postpone or reschedule a training within three days of the scheduled date, or if You fail to complete certain requirements prior to a training, You must pay the rescheduling Fee listed in Exhibit "A-3" to reschedule the training.

6.1.4 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.5 Management. Your Franchise Business must be managed by either Your Operating Principal or a designated manager who will be required to devote his or her full time, attention and best efforts to the management and operation of Your Franchise Business. You must disclose the identity of Your Operating Principal and designated manager to Us, and You must immediately notify Us in writing if Your Operating Principal or designated manager is no longer acting in such capacity. We must approve of Your Operating Principal and any replacement Operating Principal.

a. Unless Your Operating Principal will act as the full-time manager of the Franchise Business, Your Operating Principal is not required to work a certain or minimum number of hours; nevertheless, Your Operating Principal must work sufficient hours to operate Your Franchise Business or supervise Your trained manager so that the Franchise Business is operating at maximum capacity and efficiency. You must have either the Operating Principal or at least one manager available during regular business hours.

b. We require personal ongoing supervision of Your Franchise Business by Your Operating Principal. At a minimum, Your Operating Principal is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (v) be directly involved in all personnel decisions affecting the Franchise Business; and (vi) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism and in compliance with Our approved methods.

c. Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your manager(s) must keep free from any conflicting or competing enterprises or any other activities which would be detrimental to or interfere with the operation of Your Franchise Business.

6.1.6 Operational Hours. You must have the Franchise Business open and operating 365 days a year and at the days and hours as dictated by the cases and client requests. In other words, You must have Your Franchise Business available for operations seven days a week throughout the year and work the number of hours as is required by Your caseload and the client requests and requirements. If You will be unavailable to provide client services at any time, You must immediately notify Us so that We can fulfill the client request. You will not be compensated for the payment received for Our work if We are required to fulfill all or any part of a client contract.

6.1.7 Your Employees. You are solely responsible for the hiring, firing, compensation, benefits, managing, and training of Your employees. Other than management training, We do not assist You in employment related decisions, or in creating any policies or terms and conditions related to the management of Your employees or their employment. We may provide You with an employee guide or manual, but it will only be an example of certain employment matters unless otherwise expressly provided by Us. It is Your responsibility to comply with local and federal labor and employment laws.

6.1.8 Insurance.

(i) Minimum Limit Requirements. You shall at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum

insurance policies, obtained from a company rated "A" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in Our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $1,000,000 in the aggregate
Commercial Automobile Insurance	At least $500,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Crime policy	$100,000 (written on a loss discovered basis)
Errors & omissions	$1,000,000 covering each person in Your Franchise Business
Data Breach & Cyber Security Breach Insurance	$500,000 per occurrence
Umbrella Insurance	$1,000,000
Government Required Insurances	You must maintain and keep in force all worker's compensation and employment insurance on Your employees that is required under all federal and state laws.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us (Blue Eagle Franchising, LLC, 6709 W 119th St., #125, Overland Park, Kansas 66209) and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies must stipulate that We will receive a 30-day written notice prior to, renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time.

These insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain insurance at Our discretion and You must reimburse Us upon demand the premium costs, plus an administration Fee for Our time (see Exhibit "A-3). We may periodically increase the amounts of coverage required and/or require different or additional coverage.

6.1.9 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.10 Computer System and Mobile Phone. At the present time, We do not require You to buy or use a POS system, but You must have a business mobile phone and a computer system for use in the operation of Your Franchise Business. If We adopt a different computer system, POS system or other system in the future, You must adopt it at Your expense. You must maintain, repair, modify and upgrade, all such items, at Your sole expense. You must provide Us full 24-hour/7 day a week access, Including online access, and the right to "upload" or "download" information to and from all computer and other systems, and to the

information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer or other systems or to the frequency and cost of the obligation to upgrade and maintain them. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, hardware or software system. We are not required to maintain, repair, update and/or upgrade your computer or mobile phone systems. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the computer or mobile phone systems.

(i) Retention of Records. You must record all sales at the time of the sale in Your computer and/or mobile phone or other sales recordation system approved or designated by Us. You must retain all computer records, charge account records, orders, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, Including after the Termination of this Agreement. We can require that You use a specific accounting software, and You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals.

(ii) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the vendor You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the DSS and maintain DSS compliance with the current version of DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing DSS requirements, Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to DSS compliance and data security issues, Including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

6.1.11 Conferences and Seminars. In Our discretion, We may hold annual conferences or seminars on a regional or national basis for all franchisees in good standing. These meetings will enable franchisees to come together to discuss improvements, new developments, mutual concerns and resolve business matters. If We determine to hold a conference or seminar, attendance is mandatory for Your Operating Principal. The conferences and seminars may be held at various locations chosen by Us. We may conduct additional conferences and/or seminars to discuss information relevant to Your Franchise Business as determined by Us. If any conference or seminar is held, You may be required to attend, and You must pay all Fees associated with such conference or seminar. See Exhibit "A-3." You are required to pay all travel, lodging, food, and other expenses for each of Your attendees.

6.1.12 Required Software and Reporting. You must use the following software (Including CRM) as required by Us, which may be changed from time to time: Salesforce, Dropbox, Microsoft Office, Google Suite, and Ring Central. You must input all required information into Our designated software each day or other frequency as set forth in Manuals.

6.1.13 Non-Delegation of Obligations. You may not outsource any part of Your services to a third party, including to another franchisee without Our prior written approval.

6.2 Quality Control.

6.2.1 Correction of Defects. Should We notify You at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business, You shall immediately

correct any defect. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You shall strictly follow Our System, the Manuals, and other directives promulgated or provided by Us from time to time and to promptly implement such changes in Your Franchise Business, and to act in good faith in all Franchise Business and System matters and dealings. We may approve exceptions or changes from the uniform standards which We, in Our sole discretion, believe necessary or desirable. You must at all times maintain a valid email address, known and available to Us and frequently checked by You to facilitate Our communications with You.

(i) Email Address. You must at all times use and maintain the email address provided by Us or approved by Us for use in relation to Your Franchise Business, be frequently checked by You to facilitate Our communications, and that You must use as the sole email for all Franchise Business-related communications and accounts. If We provide You with an email account/address, We have the right to access Your email account. Use of a non-approved private email account for business reasons related to Your Franchise Business is prohibited. All Social Media You develop, or use must be attached only to the email address We provide to You or that is approved by Us.

(ii) Required Purchases. You must purchase all designated products, equipment, logoed, branded and other items and supplies from sources designated or approved by Us.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, implement, and display any and all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time periods that We specify. Other than modifications due to health or governmental mandates or guidelines, or public concerns, We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(iv) Inspections and Visits. You hereby consent to reasonable inspections and audits during normal business hours. We may conduct periodic evaluations, inspections, and audits of all aspects of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in person or through remote access such as video or live video conferencing. Our inspections may Include speaking with current and former customers, job sites, reviewing business records, operating procedures, reports, computer drives, electronic storage devices, POS system, account records, tax records, etc. We also have the right to speak with and interact with Your employees and customers. You will be charged a Fee (see Exhibit "A-3") if You fail to comply with the System after an inspection and notice, and We reasonably determine a re-inspection is necessary.

6.2.3 Interim Management. We have the right, based on Your defaults or poor performance (or as set forth in Section 14.10) to step in to manage Your Franchise Business for a period of time, as We deem advisable for a Fee. See Exhibit "A-3." You must also pay all travel, lodging, food and other expenses for Our representative(s) and other expenses that may be incurred by Us to perform such services, plus royalties, advertising fees and other applicable fees.

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Operating Principal and Your manager, and We may require additional training for Your Operating Principal, Your manager, employees and other contracted personnel. You shall cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You shall add Us or Our representative as a co-signer on certain accounts. You shall cooperate with Us in communicating with all vendors and suppliers related to Our interim management. You hereby grant Us permission to speak directly with Your landlord and suppliers, banks, IRS, state agencies, creditors, etc., regarding Your Franchise Business, and You shall cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction. You are ultimately responsible for all operating costs both before and during the Interim Management Period. You shall provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your employees and contract personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

6.3 Miscellaneous Obligations.

6.3.1 Personal Guarantees. Each individual owner, partner, shareholder, and member respectively, who own any interest in the Franchise Business must each personally sign an agreement not to compete and must personally guarantee the performance of all Your obligations under this Agreement and agree to be personally bound by, and liable for, the breach of every provision of this Agreement.

6.3.2 Drug Testing. We may require You and Your management employees to submit to random drug testing at the time and place We feel necessary to ensure Your compliance with Our policies regarding drug use in the System; however, We are under no obligation to perform such testing on Our or Your behalf. You are required to provide Us a copy of all drug testing results within 30 days from the time You receive such test results.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You.

6.5 Required Notices. You shall provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owning to any vendors, landlords, or amounts owing to employees or contractors.

6.6 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, during and after the term of this Agreement, You shall not, in any way, form, or medium, disparage Us, the System, or Our officers, owners, partners, directors, members, managers, representatives, agents or employees.

6.7 Minimum Performance Standards. At all times during the term of this Agreement, You must maintain the minimum performance standards ("Minimum Performance Standards") as follows: You are required to achieve a minimum of 200 client contacts per month. A client contact is a phone call, meeting or other contact that has been documented and confirmed in Salesforce.

6.8 Non-Delegation. You may not outsource to a third party, any part of Your obligations to Us or services to customers, Including to another franchisee, without Our prior written approval.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Suppliers and Products. We shall provide You with a list of specifications and a list of approved suppliers. We may add to or discontinue working with any of Our suppliers. There is no guarantee or promise that the relationship with any of Our current suppliers will continue or be available to the System.

7.2 Operations Assistance. We shall furnish You with guidance relating to the general operation of Your Franchise Business but are not obligated to do so. Upon Your reasonable request as determined by Us, We will make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. However, for problems and training for items purchased from a supplier, You must consult with the respective manufacturer or supplier of those items. Other than opening assistance, We are not required to provide in-person assistance to You. If You feel additional in-person assistance is necessary (such as management training), We may provide such assistance to You based on advance notice, availability of personnel, and Your payment of a per day per person Fee (see Exhibit "A-3"). You would also be responsible to cover the cost of travel, food, wages, lodging and other costs incurred for Our representatives during the training or assistance.

7.3 Training. We shall train Your Operating Principal and other attendees in the various practices, policies and procedures of operation of Your Franchise Business. This training will take place in at headquarters in Paola, Kansas and/or at the location of one of Our investigators as designated by Us. The training program is described in Paragraph 6.1.4.

7.4 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, audio recordings, bulletins or other written materials, telephone consultations and/or consultations at Our offices or at Your Franchise Business in conjunction with an inspection of Your Franchise Business. We have the right to communicate directly with Your Operating Principal, designated managers and assistant managers concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.5 Non-Compliance. We may deny any or all of the above services to You while You are in default of this Agreement or any related agreement with Us or an affiliate.

7.6 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees

to advise Us in various aspects of the System. Only franchisees who are in good standing and have maintained good standing for the six-month period prior to serving on a committee may serve on any advisory committee. Each committee will establish rules for admitting and retaining committee members, but the initial rules will be established by Us.

ARTICLE VIII
PURCHASE OF PRODUCTS

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, and sell only those products and services that meet Our specifications and/or that are purchased from approved suppliers in accordance with Our Manuals. You shall offer all products and services required by Us. You shall strictly follow our policies, procedures, specifications, methods and techniques concerning all of Our products and services. You shall promptly add, remove or modify any product or service immediately upon notice from Us, which We reserve the right to do without restrictions during the term of this Agreement. Any additional services and products that are unique to Your area requires written approval from Us before such services and products are offered. You are prohibited from selling, leasing or offering any products or services not authorized by Us in writing. For the purpose of this Article, "goods" means any product, good, inventory, supply item, equipment, took, item, etc.

8.2 Your Purchases. We or Our affiliate have the right to derive revenue from the sale of required products and services through mark-ups in prices We charge to You for products and services purchased from Us, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such products and services. Any monies paid to Us for products or services are non-refundable. No compensation is due to you for compensation or discounts We receive from suppliers.

8.3 Unapproved Suppliers. If You desire to purchase any products or services from an unapproved supplier, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples and other data to permit Us to ascertain whether any such supplier meets Our specifications. There is no fee for our evaluation of a supplier. We will notify You in writing and within 30 days as to whether such supplier has been approved. A supplier who is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers. At Our discretion, We may revoke Our approval of an approved supplier upon 30 days' prior written notice.

8.4 Equipment. You shall maintain such all equipment in good working order. For problems and training for items purchased from a supplier, You must consult with the respective manufacturer or supplier of those items.

8.5 Warranties. You must look to the respective manufacturers or suppliers for issues related to warranties for any third-party goods purchased for Your Franchise Business. We do not provide any warranty for items purchased from Us.

ARTICLE IX
MANUALS

9.1 Manuals. We shall loan You a copy of or provide electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals.

The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications ("Standards") for the operation of Your Franchise Business. We may change these Standards at Our discretion and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X
MARKETING

10.1 Marketing Fund. We currently do not collect a Marketing Fund fee. We have the right, upon 60 days' written notice to You, to institute, maintain and administer a national Marketing and brand development fund ("Marketing Fund") for such Marketing or public relations programs as We, in Our sole discretion, may deem necessary or appropriate to Market and promote the System. The Fees for the Marketing Fund are listed in Exhibit "A-3." You must participate in all Marketing programs instituted by Us. We can terminate or postpone the Marketing Fund at any time. Upon termination of the Marketing Fund, the unused funds will either be returned to those that contributed the funds, or We will cease to collect new funds while We spend the remainder of funds within the Marketing Fund.

10.1.1 Marketing Fund Administration. Upon formation, We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement, timing, and allocation of such programs; and 4) the composition of all geographic territories and market areas for the development and implementation of such programs. The Marketing Fund can be operated through an entity separate from Us that has all of Our rights and duties relating to the Marketing Fund. We will not be liable for any act or omission with respect to the Marketing Fund or otherwise which is consistent with this Agreement, or which is done in subjective good faith. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and any promotion and Marketing efforts intended to benefit the System. We have the right to loan money to the Marketing Fund to cover any deficits. The Marketing Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement and We disclaim any such relationship.

10.1.2 Use of Marketing Fund Fees. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, Including the payment of staff salaries and other expenses for those employees who may be involved in Marketing Fund activities. You must participate in all Marketing programs instituted by the Marketing Fund or by Us and We may receive payment for providing goods or services to the Marketing Fund. We reserve the right to use fees from the Marketing Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. Any unused Marketing funds in any calendar year will be applied to the following years' fund. You may request an unaudited annual report of Marketing expenditures within 90 days of the end of each year.

10.2 Sample Marketing and Promotional Materials. We may provide You samples of Marketing and promotional materials developed by Us from time to time. Additional copies will be made available at cost, plus 10%, plus shipping and handling.

10.3 Obligations to Market. You are required to Market Your Franchise Business within the Territory. Subject to restrictions and conditions set forth in the Manuals, You have the right to Market outside of Your Territory and other franchisees may Market in Your Territory. There are no restrictions on Our right to Market inside Your Territory. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere.

10.3.1 Approval of Marketing. You are not allowed to develop Marketing or promotional materials. You must submit to Us, prior to publication, copies of all Marketing, promotional and public relations materials, proposed to be used by You, Including, any use of the Internet, or other digital, electronic or Social Media along with a description of how it will be used, by what media published and such other information thereon as may be reasonably requested by Us. All Marketing materials must be approved by Us in advance and in writing in accordance with Our Manuals. Submitted Marketing materials will be deemed approved/unapproved if You do not receive written approval or disapproval within 10 business days of the date We receive the submission. We have the right to disapprove previously approved Marketing materials at any time.

10.3.2 Marketing Compliance. All Your Marketing and promotional activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon Us and the System. You shall participate in all Marketing, email, and other programs as developed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us and as directed in Our Manuals.

10.4 Internet and Social Media. You may not create a website, apps, or Social Media, or similar electronic media whether now or later developed, or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. You may not engage in Marketing on the Internet without Our prior written permission. We have the right (but not the obligation) to manage and control all online reviews for Your Franchise Business. If You receive permission from Us for Your own website, use of apps, or Social Media, or similar electronic media, all content must be pre-approved in writing by Us, and You may be required to use Our or other designated website designers to create the site for a fee, and any such website must be ADA compliant. You may be allowed to place pre-approved information concerning Your Franchise Business on Our website and Social Media, as developed by Us. You must provide Us all usernames, passwords and account information and any other information related to any of Your websites and Social Media and/or provide Us with administrator access, immediately upon Our request. Additionally, You must sign the Digital and Social Media Authorization for Assignment attached as Exhibit "A-9." You may not claim, link, or frame, any web listing on sites such as Yelp, etc. To the extent that You have any web listings using Our Marks, You hereby assign such accounts to Us, and You must facilitate any transition and assignment with the online directory or Social Media platform within 30 days of signing this Agreement or of creating such listing. You must strictly comply with the policies and procedures established by Us regarding websites, Social Media and Internet Marketing. We can prohibit or condition any use by You of the Internet, or other digital, electronic or Social Media in Our discretion.

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure a default within the time periods set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default.

No Cure Period:

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Repeated Breaches. You repeatedly breach (three or more times) the same or different conditions of this Agreement or the Manuals within a 12- month period.

C. Unauthorized Use. You duplicate the System or use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business.

D. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety.

E. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business.

F. Abandonment. You abandon Your Franchise (You state or clearly demonstrate an intent to not operate the Franchise Business).

G. Unauthorized Transfer. You attempt to Transfer (as defined in Article XIV below) all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You attempt to purport to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

H. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records or submit any false report or payment or otherwise defraud Us.

I. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or You engage in any conduct or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or Our interest therein; You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media.

J. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use the contents of the Manuals, trade secrets or confidential or proprietary information provided to You by Us in violation of this Agreement.

K. Illegal Drug Use/Intoxication on the Job. You or Your officers, directors, members, managers or principals use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You go to a job or provide services while intoxicated whether by use of alcohol, illegal or legal drugs.

L. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

M. Termination of Another Agreement. Another agreement between Us or an affiliate or Ours and You or with an affiliate of Yours is terminated.

N. Repeated Failure to Fulfill Client Requests. You are unable to fulfill any client contract or client request for five consecutive days, or for five days within any 30-day period.

24-Hour Cure Period

O. Unauthorized Closure or Relocation. You fail to have Your Franchise Business operational 365 days a year without Our prior authorization and without having made accommodation for the fulfilment of all client contracts and requests or services. If You close or the Franchise Business is unavailable for more than 24 hours without having first received Our written consent to such closure, We have the right to automatically terminate this Agreement. This is in addition to the above.

10-Day Cure Period:

P. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time period specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

Q. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

R. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

S. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all of Our costs and expenses arising from such default(s), Including reasonable legal fees and reasonable charges for Our employee's time related to the default(s) must be paid to Us by You within 10 days following Our demand for payment.

Notwithstanding anything to the contrary herein, We have the right, to be exercised in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time period allotted, a fine for non-compliance may be issued and collected, and We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:

11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, Including, penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate and bring an action for the balance of any outstanding installment obligation due hereunder.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.4 Your Right to Terminate. You have the right to terminate this Agreement upon 30 days' written notice to Us; however, if You terminate and have financed the Initial Franchise Fee, all amounts owing to Us will be immediately due and payable in full and all non-competition provisions will be in full force and effect.

11.5 Opportunity to Cure. Prior to taking any action against Us You must first give Us 60 days' prior written notice detailing the alleged default and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You immediately cease to be Our franchisee and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Blue Eagle Investigations® franchisee or business and immediately and permanently cease to advertise or in any way use the System, Intellectual Property, Confidential Information, apps, materials, methods, procedures, processes Marks, or promotional materials provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Trade Secret and Confidential Information and Products. Except as provided below in Paragraph 12.1.7, within five days, You must demonstrate with video proof sent to Us that You have permanently destroyed all information and/or products that We deem trade secret or confidential, or in the alternative, provide proof to Us that You have sold such products or information to Us or another System franchisee such trade secret and/or confidential products.

12.1.4 Disassociation. Within five days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, Including the destruction of letterheads, business cards, and the like, and to assign and transfer the telephone listing, telephone numbers, Marketing accounts, e-mail addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to

do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within five days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers. Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (Including originals and any copies) physical copies of Our Manuals, all training materials, Marketing and promotional aids and materials and all other printed and electronic materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Pay Damages. Pay to Us all costs, damages and expenses, Including post-term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, Including to obtain injunctive or other relief to enforce any provision of this Agreement. In the event You fail to comply with this Section 12.1, at Your expense, We may hire a third-party or use Our own personnel to carry out Your obligations on Your behalf.

12.1.9 Proprietary Information. Cease using or availing Yourself of any of Our proprietary or Confidential Information.

12.1.10 Customer Data. Provide Us with the Customer Data for all current, prior and expectant customers of the Franchise Business.

12.1.11 General Release. Execute a general release by You and Your guarantors within ten days of Termination, subject to state law.

12.1.12 Evidence of Compliance. Otherwise furnish evidence satisfactory to Us of compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement.

12.1.13 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for six months following the date of Termination.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You have no equity or other continuing rights to use the System, Intellectual Property or goodwill of the Franchise Business.

12.3 Survival of Provisions. All of the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, Including Your obligations to indemnify Us and to pay all amounts owed, and You must continue to observe the confidentiality, brand protection, non-competition and other restrictions of this Agreement and the provisions with respect to arbitration and dispute avoidance.

12.4 Fee for Non-Compliance; Payment of Our Costs in Securing Compliance. In addition to any other remedy We may have under this Agreement and under law, in the event You fail to comply promptly with any of Your post-termination obligations: (a) You agree to pay Us a Fee for each day that You are in default, as a reasonable estimate of the damages suffered by Us; and (b) to prevent further injury, We may hire a third-party or use Our own personnel to carry out any other post-termination obligations on Your behalf, for which costs you will be responsible. These costs will include any attorneys' fees and costs incurred and associated with enforcing Your post-termination obligations. We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for these payments. This post-termination Fee obligation will not affect Our right to obtain appropriate injunctive relief and other remedies to enforce this Article XII, Our trademark rights, or the covenants to not compete.

12.4.1 Additional Non-Compliance Costs. In addition to the daily post-termination non-compliance Fee, You will pay to Us: (a) the amount of expenses reasonably incurred by Us to perform any obligation that You failed to perform, calculated on hourly rates of Our personnel, and time, travel, lodging, food and other expenses where applicable; and (b) all damages, costs and expenses, Including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief. Upon Your Termination, You are prohibited from removing any money from Your Operating Account and We have the right to transfer from Your account by EFT or other electronic withdrawal means the daily non-compliance fee referred to in Section 12.4.

12.5 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your assets, contracts, equipment, and other personal property relating to Your Franchise Business (collectively "Operating Assets") at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your creditors, Including, suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to between us, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period") by giving written notice to You of Our intent to exercise Our option to purchase. We have the right to off-set any amounts You owe to Us against the purchase price. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating

Assets are subject to liens or taxes, We may withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.2 Interim Management During Option Period. We have the right, but not the obligation, to use Your Operating Assets and to hire Your employees to operate the Franchise Business during the Option Period. You and We understand and agree that We will not be operating Your Franchise Business during this time, but if We choose, We will be using Your Operating Assets to operate Our own, separate Blue Eagle Investigations® business ("New Business") in order to keep the business open during the Option Period. We will pay You the fair market rental value for such use of the Operating Assets as agreed, but not exceed fair market rental value. You will be required to cooperate to provide Us with all pertinent information regarding Your Franchise Business, as We deem necessary. We will establish Our own bank accounts and other accounts for the New Business during the Option Period. During the Option Period, We will pay all costs and expense of the New Business, and all proceeds of the New Business will belong to Us. We will not assume any of Your debts or obligations and will not be responsible to pay any debts or expenses incurred by Your Franchise Business. You will indemnify and hold Us harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs, Including attorney's fees, of or related in any way to the Franchise Business prior to Us operating the New Business and We will indemnify and hold You harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs arising solely from the New Business.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

13.1.4 Assignability. Our rights under this Section 13.1 are assignable by Us at Our discretion.

13.1.5 Prepaid Services. If We determine to service a customer that was previously serviced by Your Franchise Business, and the customer had prepaid for the services, We can offset the costs of fulfilling those services against amounts owing to You, and We are entitled to seek those amounts as damages.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns. We may be sold, or We may sell any part of or all of Our Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, retail locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks), or 2) the System is converted to another format or brand, maintained under the System or a different system. You waive all claims, demands and damages with respect to any transaction or otherwise allowed under this Section or otherwise. You shall fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current owners. Therefore, neither this Agreement nor any of its rights or privileges, nor

any shares or units in the ownership of Your entity, or Your Franchise Business, or substantially all of Your assets (collectively and individually "Franchise Assets") may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained. You shall provide Us with all documentation relating to the Transfer of Your Franchise Assets. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers.

14.2.1 Transfers to Competitors Prohibited. You cannot Transfer any part of Your Franchise Assets to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such Transfer without Our written approval is considered void ab initio.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, financial resources, credit worthiness, health, background, training, personality, reputation, and business experience of the proposed transferee, Including that of the new Operating Principal, the terms and conditions of the Transfer and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, Including providing a proposed transferee with corrected information or information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer. Neither We nor Our affiliates will be liable to You or the transferee or any other person or entity relating to the Transfer and You shall indemnify and hold Us harmless from any liability whatsoever relating thereto.

14.4 Application for Transfer. You must provide Us written notice of Your intent to Transfer prior to listing or offering the Franchise Business for sale and upon any proposed Transfer of this Your Franchise Assets, or any interest therein, You must submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Transfer Fee. As a condition of Our approving the Transfer of any part of Your Franchise Assets, You shall pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time of the approved transfer.

14.6 Minority Interest Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), there will be no transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. However, all guarantors will remain guarantors to this Agreement unless otherwise released by Us in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Additionally, any new Operating Principal and other applicable personnel are required to pay for and complete the necessary training required by Us. Any new owner in Your Franchise Business or Your entity must personally guarantee the obligations of this Agreement.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us, and are grounds for termination of this Agreement. Using this Agreement as security for a loan, or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to transfer any part of the Franchise Assets, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement, unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of Your Franchise Assets and as a condition for Our approval of any Transfer:

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder, and You must comply with Our policies related to a Transfer as set forth in the Manuals. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements and other documents.

14.8.2 Written Proposal. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business.

14.8.3 Assumption of Obligations. All Your obligations in connection with the Franchise Assets must be assumed by the transferee in a form acceptable to Us.

14.8.4 New Franchise Agreement. The transferee must sign the then-current form of the Franchise Agreement and fully upgrade the Franchise Business equipment and software to the level required of new franchisees. The transferee must sign the then-current form of the franchise agreement for a term equal to, at Our discretion, the remaining term of this Agreement, the remaining term of the existing Lease, or the term set forth in the then-current franchise agreement and fully upgrade and refurbish the Franchise Business and Premises to the level required of new franchisees.

14.8.5 Transfer Fee. You shall pay the transfer Fee set forth on Exhibit "A-3."

14.8.6 General Release. You shall execute a general release releasing Us of any claims You may have against Us.

14.8.7 Survival of Covenants. Your non-competition, indemnity and confidentiality obligations and the provisions relating to dispute resolutions survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your Franchise Assets on such terms and conditions specified in a bona fide written offer from a third-party, who would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, Including the Franchise Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, Including any additional data concerning Your Franchise Business, Including financials, employee information, and lease information, requested by Us from You, We will have 30 days in which to advise You in writing of Our election to have the Franchise Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Franchise Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Franchise Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing and We will have an additional 15 days within which to elect to purchase the Franchise Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third-party within 120 days after We elect not to purchase the Franchise Assets, You must re-offer the Franchise Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Franchise Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or Operating Principal of an entity franchisee (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), the heirs or personal representative will have the right to continue Your Franchise Business; provided that within 30 days after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs must transfer the Franchise Business to an approved transferee. If We are required to operate Your Franchise Business for a time due to Your death, incapacity, unexcused absence, poor performance, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse or a third-party all or any part of Your Franchise Assets, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all of the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all of Your rights and interests in and under this Agreement and Your Franchise Business at fair market value payable on terms as reasonably negotiated. The purchase price will not include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.

14.13 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership (without paying a transfer fee to Us) provided You: (1) give Us at least 15 days' prior written notice of the proposed Transfer; (2) send Us copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review; and (3) own all equity and voting securities of the corporation or limited liability company. Additionally, You and the new entity must sign an assumption and assignment agreement in the form required by Us, whereby the transferee assumes all obligations of the Agreement, and all personal guarantors remain as personal guarantors after the Transfer. Furthermore, Your Operating Principal must continue in the same capacities as before the Transfer.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts,

wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including, its daily operations, managing and directing employees, contractors, and salespersons and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense Including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You shall defend, indemnify, and hold Us harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorney's fees arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities. We will have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. During the term of this Agreement and for any extensions or Successor Franchises hereof, You agree that neither You, Your Principals, nor Your Immediate Family will own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as a Participant of a Competing Business, except with Our prior written consent. You understand and acknowledge that to violate this Section creates irreparable harm. Your o Principals must each execute the standard Brand Protection Agreement for Principals attached as Exhibit "A-4." Your employees must execute Our Employee Brand Protection Agreement attached hereto as Exhibit "A-5." (Although We provide You this form, it is Your responsibility to conform it to the laws and regulations of Your state.) A copy of all such agreements must be promptly delivered to Us within 10 days of hiring of the respective employee.

16.1.1 Exception to In-Term Non-Competition. Notwithstanding the above, it will not be considered a breach of Section 16.1 in the event You accept investigative work from third parties so long as such third parties are not insurance companies. You are prohibited from accepting work directly from insurance companies as such will be considered a breach of this Agreement. All sub-contracted work must be done through a non-Blue Eagle entity and all parties involved must clearly understand that the subcontract work is separate and apart from Your Blue Eagle Franchise Business. You agree to indemnify and hold Us and Our affiliates harmless from and against all work, Disputes and issues that arise or may arise out of Your subcontract work. For indemnification purposes, the parameters of Section 15.2 will apply.

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information and Intellectual Property, which

procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to the System or the Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, Including employees, without first receiving Our express written consent.

16.2.1 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You will not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders and advisors.

16.2.2 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You have received information and met and corresponded with Our principals, agents and/or representatives and that any Confidential Information obtained or received as part of any prior meeting or correspondence is subject to the protection and restrictions of this Agreement.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of two years thereafter, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, participate as a Participant or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing Business within Your Territory or within 25 miles of Your Territory or within 25 miles of the territory of any Blue Eagle Investigations® business operation at the time of Termination of this Agreement.

16.3.1 Exception to Post-Term Non-Competition. Notwithstanding the above, it will not be considered a breach of Section 16.3 in the event You accept investigative work from third parties so long as such third parties are not insurance companies. You are prohibited from accepting work directly from insurance companies as such will be considered a breach of this Agreement. You agree to indemnify and hold Us and Our affiliates harmless from and against all work, Disputes and issues that arise or may arise out of Your subcontract work. For indemnification purposes, the parameters of Section 15.2 will apply.

16.4 Non-Solicitation of Customers. For three years after the Termination of this Agreement, You shall not, directly or indirectly, contact any customer serviced by the Franchise Business, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting from any such customer to a Competing Business.

16.5 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Us, in the event You violate a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled and extended for the period of Your violation plus an additional six months.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. You agree that the restrictions contained in this Agreement are reasonable and necessary for Our protection and the protection of other franchisees in the System, and that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this

Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof, which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

16.8 Breach of Non-Competition. You and We recognize the difficulty of calculating damages caused by Your breach of Your non-competition obligations and agree that such damages could arise, and You and We hereby agree to the following as a compromise on the calculation of such damages. If You operate a Competing Business in violation of this Agreement, in addition to any other remedy We may have under this Agreement and under law, You shall pay Us the Fee listed on Exhibit "A-3."

16.9 Additional Equitable Remedies. The amount contemplated under Section 16.8 does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Section 16.8 does not preclude and are not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Additionally, We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for the amounts payable to Us under Section 16.8.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Overland Park, Kansas, or at Our then-current headquarters within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute, and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Overland Park, Kansas. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Johnson County, Kansas. The arbitrator will have the power and jurisdiction to decide such Dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, Including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. All Disputes must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party. You agree to fully waive any right You may have to any potential class action claim and agree that any legal action will only be on an individual party basis.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(iv) Limited Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other for any claim arising out of or related to this Agreement, sales process, or Our franchise disclosure document and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained. In the event we are found liable in any Dispute, whether in contract or in tort, You agree that Our total monetary responsibility and liability will not exceed a total of the initial franchise fee less the balance due and owing to Us under a financing arrangement for the initial franchise fee. We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith. If You bring an action for alleged wrongful termination of this Agreement and provided that the Termination has not resulted in a closure of Your Franchise Business, Your sole remedy will be to be reinstated as a franchisee with no award of damages. If the Termination results in a closure of Your Franchise Business Your sole remedies will be reinstatement as a franchisee and to receive

compensation for economic losses directly incurred by You as a result of such closure, conditioned upon Your duty to mitigate.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not Include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the upfront cost of the mediation or arbitration, the other party has the right to cover those costs; however, the prevailing party in arbitration, Including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and must be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted; (iv) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested addressed as follows:

FRANCHISOR:	FRANCHISEE:
Blue Eagle Franchising, LLC 6709 W 119th St., #125 Overland Park, Kansas 66209 (or Our then-current headquarters) Email: sam@blueeagleinvestigations.com With a courtesy copy to (which will not act as notice or service to Blue Eagle Franchising, LLC): The Franchise & Business Law Group Attn: Kara Martin 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email: kmartin@fblglaw.com	_____ _____ _____ Email:_____

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the state of Kansas without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of Kansas even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Overland Park, Johnson County, Kansas will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Kansas.

19.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorney's fees and other costs reasonably incurred in such action or arbitration proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes, the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that he, she or they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership, or other entity, guarantor or any combination thereof, sign this Agreement, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You shall not offset or withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion or other cause which is beyond such party's reasonable control. This Section 20.9 will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached Exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement, and are binding.

20.12 Effective Date. This Agreement will become effective only when fully executed and accepted by Us.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related

documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third-party or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterpart and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are the owners of and sole holders of a legal and beneficial interest in Your Franchise Business.

20.22 Drafting. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all of its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

ARTICLE XXI
DEFINITIONS

"Competing Business" means a private investigation business in insurance fraud and other similar products and services, at wholesale or retail, or a business offering products or services the same as or substantially similar to Your Franchise Business or the System at the time of Termination.

"Confidential Information" means any non-public information relating to Your Franchise Business, Our products or services, or the development or operation of a Blue Eagle Investigations® business or relating to the System as a whole, Including: (i) methods, specifications, hardware, software, systems, proprietary technology, procedures, equipment; sales and Marketing programs, techniques, pricing bidding methods, etc., and knowledge and experience in the development and operation of Blue Eagle Investigations® businesses; (ii) knowledge of, specifications for, and suppliers of, certain Blue Eagle Investigations® products, materials, supplies, equipment, furnishings and fixtures; (iii) knowledge of operating results, margins, expenses and

financial performance of Blue Eagle Investigations® businesses; (iv) Our strategic plans and concepts for the development, operation, or expansion of Blue Eagle Investigations® businesses; (v) the contents of Our Manuals or any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship; (vi) all Customer Data; (vii) login, passwords, access information, etc, to Our Manuals or other internal sites or shared documents; (viii) Our Intellectual Property that is generally deemed confidential (ix) all Innovations and (x) and other information obtained from Us in confidence at any time by virtue of the franchise or license relationship.

"Copyright Materials" means all writings, video and audio recordings, materials, Manuals, artwork, website copy, logos, Marketing materials, and designs used with the Marks or in association with the System.

"Customer Data" means any and all customers and customer and prospective customer data and lists, Including phone numbers, emails, Social Media followers' information, etc., even if maintained by You or deemed to have arisen through Your activities. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way to gather information on that customer but who has not yet done business to be considered an actual customer.

"Dispute" any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs You are required to pay to Us as more fully set forth on Exhibit "A-3."

"Gross Sales" Includes the total of all sales of all products, goods and services sold, traded, bartered, or rendered by You and income of every kind and nature Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. "Gross Sales" excludes bona fide credits and returns for products and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Immediate Family" refers to and Includes each of Your spouses, domestic partners, parents, step-parents, children, step-children, brothers and sisters, and their spouses or children or step-children, mothers-in-law, and fathers-in-law, sons-in-law, and daughters-in law, brothers-in-law, and sisters-in-law.

"Innovation" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyrighted Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing and promotional ideas or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Including" or "Includes" means, "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all Marks, trade dress, names, Copyright Materials, systems, patents, patent applications, trade secrets, websites, Social Media, apps, and software.

"Interim Management Period" refers to the period of time when We step in to manage Your Franchise Business due to Your defaults or poor performance.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor;

websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Marketing" or "Market" Includes advertising, brand development, promoting and selling products and/or services, public relations campaigns, market research and other related processes.

"Manuals" consists of one or more guides or manuals, Including an operations manual and/or policies and procedures manual, technical bulletins or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be in printed or in an electronic format in Our discretion.

"Marks" means the federally registered and common law trademarks and service marks owned by Us or licensed to Us, whether now or later developed. "Marks" will also include any and all names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols licensed to You pursuant to this Agreement or used in connection with the System or later added to the System.

"Operating Account" means that account into which all receipts of Your Franchise Business must be deposited.

"Operating Principal" is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 51% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

"Participant" means an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, franchisor, or franchisee.

"Principal" means shareholders, owners, partners, directors, members, managers, officers, and principal employees and contractors.

"Shall" when used in this Agreement (even if not capitalized) means must or other similar affirmative obligation, as the context requires.

"Social Media" means any and all websites, apps and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

"Termination" or "Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, Transfer, or any other means by which this Agreement is no longer in effect and wherein You are no longer a franchisee of the Blue Eagle Investigations® System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, sublicense, mortgage, granting of any security interest, or sale at judicial sale under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest.

"We," "Our(s)" or "Us" only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, 11.1, and 16.4, and Articles XI, XV Includes Our predecessors, parents, affiliates, subsidiaries, and Our officers, directors, shareholders, members, managers, employees, agents, development agents, or others with whose conduct We are chargeable, as applicable.

"You" or "Your" Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current members, Operating Principals, owners, partners, shareholders, managers, directors, officers, agents, affiliates, principal employees and with those whose conduct You are chargeable.

WE CANNOT RELIABLY PROJECT YOUR FUTURE PERFORMANCE, REVENUES OR PROFITS, AND YOU REPRESENT, COVENANT AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AS A FRANCHISEE AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS FRANCHISE AGREEMENT. THE SUCCESS OF YOUR BUSINESS IS LARGELY DEPENDENT ON YOUR PERSONAL EFFORTS.

WE EXPRESSLY DISCLAIM THE MAKING OF ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SALES, EARNING, INCOME, PROFITS, GROSS SALES, BUSINESS OR FINANCIAL SUCCESS, OR VALUE OF YOUR FRANCHISE BUSINESS.

YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT AND RELATED DOCUMENTS REVIEWED BY YOUR OWN ATTORNEY.

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:	**FRANCHISEE:**
BLUE EAGLE FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____ (Signature)

Name: _____, personally

By: _____ (Signature)

Name: _____, personally

SIGNATURE PAGE TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between BLUE EAGLE FRANCHISING, LLC ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____ (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantees to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Franchisor and the franchisee thereunder will affect the enforcement or validity of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, where required by the Franchise Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree

that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Business Entity or any determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Counterparts. This Guaranty may be signed in counterparts including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature	**Address for Notice**
By: _____ (Signature) _____ (Print Name)	_____ _____ Email: _____
By: _____ (Signature) _____ (Print Name)	_____ _____ Email: _____
By: _____ (Signature) _____ (Print Name)	_____ _____ Email: _____

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY:
(Map may be attached)

The Territory will consist of the following area: _____
_____
_____.

Our approval of the Territory is not a guarantee or a warranty of the potential success of a territory.

_____
Franchisee Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of Your entity: _____The state in which your entity was formed: _____
Date of Formation: _____
EIN: _____

The name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership or limited liability company (please print or type names and add extra lines if necessary):

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the Company (please print or type names and add extra lines if necessary):

Name	Title

The address where Your company records are maintained is: _____
_____.

The name and address of the Operating Principal who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and

make decisions relating to the operations of the Franchise Business:
Name: _____
Address: _____
Email: _____

You must provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

Dated _____.

FRANCHISEE:

_____

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART[1]

The following Fees as more fully described in the Franchise Agreement.

Type of Fee	Amount	Notes
Successor Franchise Fee*	$25,000	See Paragraph 2.2.4
Initial Franchise Fee	Large Market Territory (more than 10 million people) = $100,000 Mid-Market Territory (five million to 10 million people) = $75,000 Small Market Territory (less than five million people) = $50,000	See Section 5.1
Installment Agreement Termination Fee	$250	See Paragraph 5.1.1
Acquisition of Additional Franchise Units During Term	10% discount from the then-current initial franchise fee	See Paragraph 5.1.2
Royalty	20% of Gross Sales	See Section 5.2
Marketing Fund Fee	Up to 2% of Gross Sales	See Section 5.3
Late Charges	$25 per day	See Paragraph 5.4.3
Interest on Late Fees and Reports	18% interest, or the maximum interest allowed by state law	See Paragraph 5.4.4
NSF Fee	$5% of amount on check, or $50 per bounced check or draft, whichever is higher, or the maximum allowed by state law	See Paragraph 5.4.3.
Tax Reimbursement Fee	Sum equal to tax imposed	See Paragraph 5.4.5
Audit Charge	Cost of audit	See Paragraph 5.5.2
System Non-Compliance Fines	Amounts to be specified in the Manuals. Ranging between $150 and $1,000	See Section 5.9
Additional Trainees at Initial Training	$300 per attendee, per day	See Paragraph 6.1.3
Retraining Fee	$300 per attendee, per day	See Paragraph 6.1.3
Rescheduling Fee	$300	See Paragraph 6.1.3(iv)
New Operating Principal or New Manager Training	$300 per attendee, per day	See Paragraph 6.1.3(i)
Additional Training or Assistance	$300 per attendee, per day	See Paragraph 6.1.3(ii) and Section 7.2
Insurance Reimbursement Fee	Varies	See Paragraph 6.1.8
Administrative Fee	$50 per person, per hour	See Paragraph 6.1.8
PCI and DSS Audit Reimbursement Fee	Reasonable costs of the audit	See Paragraph 6.1.10(ii)

Conference/Seminar Fee	Currently no fee; TBD at the time the conference or seminar is held	See Paragraph 6.1.11
Interim Management Fee	$300 per day, per representative	See Paragraph 6.2.3 and 14.10
Additional Copies of Marketing Materials	Our reasonable costs, plus 10% and the costs for shipping and handling	See Section 10.2
Fees on Default	Attorney's fees, costs, interests and audit costs	See Paragraph 12.1.8
Post-Termination Non-Compliance Fee	$100 per day	See Section 12.4
Post Termination Fees	Varies	See Paragraph 12.4.1
Franchise Agreement Transfer Fee*	$10,000	See Section 14.5
Minority Interest Transfer Fee (up to 40% cumulative during the term)*	Legal and corporate fees and costs incurred	See Section 14.6
Successor Franchise Fee*	$25,000	See Paragraph 2.2.4
Installment Agreement Termination Fee	$250	See Paragraph 5.1.1
Indemnification	Varies	See Section 15.2
Liquidated Damages for Non-Compete Violations	$500 per day for each competing business, plus Our then-current royalty rate for all Gross Sales from the competing businesses	See Section 16.8
Dispute Resolution Fees	Varies	See Section 17.2

[1] If a fee is subject to change by Us rather than by a third party, the increase will not be more than the equivalent of 10% per year during the term of this Agreement.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below by and between **BLUE EAGLE FRANCHISING, LLC** ("Franchisor") and the undersigned ("Principals").

WHEREAS, Franchisor has developed a system for the operation of a business known as Blue Eagle Investigations®, offering private investigations business within the insurance fraud industry and other related products and services ("Blue Eagle Investigations® Business"). The system Includes: the Franchise Business; specific Marks; Manuals; the use of required equipment; processes, services, uniform standards, and know-how; a Marketing plan, operations, training procedures and Marketing concepts; the sale of services under the name Blue Eagle Investigations® and other trademarked items; and the use of Confidential Information (collectively the "System" or "Blue Eagle Investigations® System"); and

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor ("Franchise Agreement") so as to be able to obtain the rights to operate a Blue Eagle Investigations® Business using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Franchise Agreement"); and

WHEREAS, Principals will have access to such proprietary information; and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information and made available to Principal that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of a Principal's Immediate Family, shall not, during the term of the Franchise Agreement and any Successor Franchise or Successor Franchise Agreement or any time thereafter directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement (Including the

covenants protecting against disclosures) as if such information had been disclosed following the execution of this Agreement.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Confidentiality Agreement and further agree to require all employees to report to it any reasonably suspected attempts to violate this Confidentiality Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals agree to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not, nor any shareholders, owners, partners, directors, members, managers, officers, agents, affiliates, or principal employees, will own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as a participant of any Competing Business, except with Franchisor's prior written consent. Principals understand and acknowledge that to violate this Section creates irreparable harm.

3.1.1 Exception to In-Term Non-Competition. Notwithstanding the above, it will not be considered a breach of Paragraph 3.1 in the event a Principal accepts investigative work from third parties so long as such third parties are **not** insurance companies. All sub-contracted work must be done through a non-Blue Eagle entity and all parties involved must clearly understand that the subcontract work is separate and apart from Principals' Blue Eagle Franchise Business. Principals each agree to indemnify and hold Franchisor and Its affiliates harmless from and against all work, Disputes and issues that arise or may arise out of any Principal's subcontract work. For indemnification purposes, the parameters of Section 15.2 to the Franchise Agreement will apply.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of two years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, participate as a participant or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any business, firm, entity, partnership or company engaged in any Competing Business within the Territory or within 25 miles of the Territory or within 25 miles of the territory of any System franchise or Blue Eagle Investigations® business operation at the time of Termination of the Franchise Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principals agree that the Franchise Business attracts customers from up to 25 miles, and that such geographical restraint is not unreasonable.

3.2.1 Exception to Post-Term Non-Competition. Notwithstanding the above, it will not be considered a breach of Paragraph 3.2 in the event You accept investigative work from third parties so long as such third parties are not insurance companies. You are prohibited from accepting work directly from insurance companies as such will be considered a breach of this Agreement. You agree to indemnify and hold Us and Our affiliates harmless from and against all work, Disputes and issues that arise or may arise out of Your subcontract work. For indemnification purposes, the parameters of Section 15.2 to the Franchise Agreement will apply.

4. Non-Solicitation of Customers. Principals shall not, during the term of the Franchise

Agreement and any extensions or Successor Franchise and for three years thereafter, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former, then-current customer of Franchisor (with whom the Principal had contact during the term of the Franchise Agreement), or prospective customer for the purpose of soliciting such customer to a Competing Business. All Customer Data, Including client contracts, belong to Franchisor. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way to gather information on that customer but who has not yet done business to be considered an actual customer.

4.1 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled and extended for the period of that Principal's violation, plus an additional six months.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the Blue Eagle Investigations® Manuals and any and all Customer Data and Confidential Information.

6. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach and without the requirement of posting bond. Additionally, Principals agree that the existence of any claims Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will Include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action.

8. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of Kansas without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of Kansas, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agree that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Johnson County, state of Kansas.

9. Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

10. Binding Agreement. This Agreement will bind the successors and assigns of a Principal and his or her heirs, personal representative, successors and assigns. No rights under this Agreement are assignable by any Principal, and any purported assignment will be null and void and of no force or effect.

11. Survival of Covenants. All covenants made in this Agreement by Principals survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED_____.

FRANCHISOR:

Blue Eagle Franchising, LLC

By: _____
(Signature)

Name: Stu Macfarlane

Title: _____

PRINCIPALS:

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

EMPLOYEE BRAND PROTECTION AGREEMENT

This EMPLOYEE BRAND PROTECTION AGREEMENT ("Agreement") is entered into as of _____, between _____ ("Franchisee") and _____ ("Employee"), residing at _____.

A. Franchisee is the holder of a Blue Eagle Investigations® franchise developed by Blue Eagle Franchising, LLC ("Franchisor").

B. Franchisor has developed certain confidential and proprietary information for the operation of a Blue Eagle Investigations® franchise, including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures ("Proprietary Information"), and Employee may in the course of his or her employment by Franchisee have access to such Proprietary Information.

NOW, THEREFORE, in consideration of the employment of Employee by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Employee acknowledges that during the course of his or her employment by Franchisee he or she has obtained or may obtain knowledge of the Proprietary Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Blue Eagle Investigations® franchise. Employee shall disclose in writing to Franchisee or Franchisor, within 10 days after receipt of such Proprietary Information, as to whether such Proprietary Information was already known to him or her. Recipient agrees that by not providing such disclosure to Franchisee or Franchisor, Employee is acknowledging and representing that that such Proprietary Information was not known to Employee prior to the association with Franchisee.

2. Non-Use, Non-Disclosure. Except as may be required in the performance of duties for Franchisee, Employee shall not, during the course of his or her employment or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use any portion of the Proprietary Information, and agrees not to copy, transmit, recreate or otherwise reproduce all of any part of the Proprietary Information at any time.

3. Limited Use. Employee shall not use the Proprietary Information at any time, place, or circumstance, except as directed by Franchisee or its authorized representatives. In no event shall Employee use the Proprietary Information, whether in part or in whole, outside of Employee's specific employment duties.

4. Duty to Notify. Employee agrees to notify Franchisor or Franchisee or Employee's immediate superiors of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy or reproduce any part of the Proprietary Information. In the event it is discovered that Employee knew or had reason to know of any suspected attempts to violate this Agreement and fails to report such knowledge, Employee agrees to indemnify Franchisor and Franchisee for all costs and fees associated with enforcement, and to reimburse Franchisor and Franchisee for those losses sustained due to such violation. Employee agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Proprietary Information, and to cooperate with Franchisee and

Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Proprietary Information.

5. Return of Materials. Immediately upon the termination of employment, Employee agrees to deliver to Franchisee (and shall not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Proprietary Information.

6 Non-Solicitation of Customers. Employee shall not, during the course of his or her employment and for two years thereafter, directly or indirectly, contact any customer or former customer of Franchisee for the purpose of soliciting such customer to be a customer of a business that is the same as or similar to a Blue Eagle Investigations® business.

7. Irreparable Harm. Employee hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Employee of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such breach, and without the requirement of posting bond. The existence of a claim against Franchisee or Franchisor will not constitute a defense to enforce the covenants of this Agreement.

8. Modification. Employee hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchise, or the Blue Eagle Investigations® system, or to any area of research and development related to the operation of the business, must be promptly disclosed to the Franchisee and will become the property of Franchisor, and Employee hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

9. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative.

10. Survival of Covenants. All covenants made in this Agreement by Employee survive the termination of Employee's employment with Franchisee or the expiration, transfer, or termination of this Agreement.

11. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

12. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

14. Third-party Beneficiary. It is agreed and acknowledged that Franchisor and/or its affiliate, Blue Eagle Investigations, Inc. is a third-party beneficiary to this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first herein above written.

FRANCHISEE:	EMPLOYEE:
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "A-6"
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: _____

I hereby authorize Blue Eagle Franchising, LLC hereinafter called ("Company"), to initiate debit entries to my ☐ checking account/ ☐ savings account (select one) indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

Type of Account Checking/Savings:_____

This authorization is to remain in full force and effect until the Company has received written notification from me of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name: _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-7"
TO FRANCHISE AGREEMENT

INSTALLMENT AGREEMENT

EXHIBIT "A-7"
TO THE FRANCHISE AGREEMENT

INSTALLMENT AGREEMENT

This INSTALLMENT AGREEMENT ("Agreement") is made and entered into on _____, by and between **Blue Eagle Franchising, LLC** (hereinafter referred to as "Franchisor" and at times as "We", "Us" or "Our") and **_____, LLC/Inc.** (hereinafter referred to as "You" or "Your" and at times "Franchisee").

RECITALS

A. You have applied for and desire to purchase a Blue Eagle Investigations® franchise to use Our trademarks, system and to operate a Blue Eagle Investigations® franchise at a location hereinafter set forth in accordance with the recitals, terms and conditions of Our current Blue Eagle Investigations® Franchise Agreement ("Franchise Agreement"), a copy of which was given You with the Franchise Disclosure Document more than 14 calendar days ago and is fully incorporated herein by reference, and this Agreement;

B. You declare that You have fully reviewed the Franchise Disclosure Document and familiarized Yourself with the essential aspects and purposes of the Blue Eagle Investigations® franchise and system developed and owned by Us and desire to enter into this Agreement as a result of such independent investigation and not as a result of any separate representations by Us, or Our agents officers or employees, and further You expressly acknowledge that no separate representations, promises or warranties of any kind, express or implied, have been made by Us, Our agents, officers or employees, to induce You to execute this Agreement;

C. Due to special circumstances, We have decided, in Our sole discretion, to allow you to pay up to 75% of the initial franchise fee in monthly installments rather than in one lump sum.

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

I. Terms of Payment

1.1 The total initial franchise fee that Franchisee will pay is $_____. Franchisee has agreed to pay the first payment of $_____ at the time of signing the Franchise Agreement and the remaining $_____ to be payable over time as set forth in the Promissory Note and Security Agreement, attached as Schedule 1 and Schedule 2 and by reference incorporated herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed this Installment Agreement as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
BLUE EAGLE FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

Schedule 1
To the Installment Agreement

PROMISSORY NOTE
(Secured)

Principal Amount:	$_____
Annual Interest Rate	8%
Effective Date:	_____ (date Franchise Agreement was signed)
Maturity Date:	Ten (10) years from the Effective Date

1. Promise to Pay

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), promises to pay to the order of **Blue Eagle Franchising, LLC** ("Holder") its successors or assigns, the principal sum of _____ DOLLARS ($_____ USD) together with interest, fees and penalties on this promissory note ("Note") until paid in full as set forth below.

2. Interest Rate

This Note will bear interest of EIGHT PERCENT (8%) annually on the outstanding balance due. If a court of competent jurisdiction determines that any interest charged has exceeded the maximum rate allowed by law, the excess of the amount collected over the legal rate of interest will be applied to the indebtedness as a principal prepayment, retroactively, as of the date of receipt.

3. Installment Payments

Maker will pay Holder principal payments in monthly installments equal to FIVE PERCENT (5%) of Maker's gross revenue (as defined in the Franchise Agreement) the first payment being due on _____. All installment payments will be paid in accordance with Holder's then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Holder. The payments will be paid bimonthly on the 1st and 16th day of each month until this Note is paid in full. Installment payments not made within five (5) days of the due date will be assessed a late fee of $50 per day and a monthly interest late charge equal to the maximum rate permitted under the state law or 1½ % per month (whichever is less) (the late fee and interest will be referred to herein as the "Default Rate") will be payable on the outstanding payment due, calculated from the due date until paid in full.

4. Application of Payments and Prepayment

All payments hereunder will first be applied against late fees, interest, and other fees and costs (including, without limitation, attorney's fees, court costs, and collection fees), then against principal. Maker will have the right, at its election, exercisable at any time, to prepay all or any portion of this Note, without prepayment penalty.

Holder may require payments to be made through a bank sweep, draft or other similar type of electronic funds transfer account in which Maker must deposit the required monthly payment, which account Holder may automatically access for any payment due to Holder. Notwithstanding anything to the contrary in this Note, in the event of a dispute regarding the amount withdrawn at any time, such dispute must be first discussed between the parties to this Note, and if not resolved, then by mediation in Overland Park, Kansas, and thereafter through the courts in Overland Park, Kansas.

5. Deadline

Maker will have not more than ten (10) years from the Effective Date to pay this Note in full, including outstanding fees ("Maturity Date"); however, it is anticipated that Maker will have this Note paid off in full prior to the Maturity Date and Maker understands and agrees that s/he or it has no rights to demand or request that payments be stalled, delayed or otherwise not made as set forth in this Note.

6. Loan Default and Acceleration

Maker will be considered in default ("Default") if Maker is: 1) late on paying three (3) or more payments during the term of this Note (a payment is considered late if paid after any grace period); 2) if there are not sufficient funds for the ACH withdrawal three (3) or more times during the term of this Note; or 3) if the outstanding principal balance is not paid in full by the Maturity Date. Default will also mean any one of the following:

(a) Maker's termination of its Blue Eagle Investigations® Franchise Agreement; (b) Maker's breach of or violation of any other provision of this Note or Maker's Franchise Agreement; (c) any representation or statement made or furnished to Holder by Maker or on Maker's behalf is found to be false or misleading in any material respect either now or at the time made or furnished; (d) Maker becomes insolvent, a receiver is appointed for any part of Maker's property, Maker makes an assignment for the benefit of creditors, or any proceeding is commenced either by Maker or against Maker, under any bankruptcy or insolvency laws; (e) the entry of any decree or order by a court having jurisdiction adjudging Maker a debtor or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment under or composition of or in respect of the Maker the Bankruptcy Code or any other applicable federal or state law; (f) a material adverse change occurs in Maker's financial condition or in the financial condition of any guarantor of this Note or Holder believes the prospect of payment or performance of the indebtedness is impaired; or (g) Holder in good faith deems itself insecure.

In the event of Default, if not cured within fifteen (15) days from the date of Default, then the entire unpaid balance on this Note together with the Default Rate will, at the election of the Holder hereof, upon written notice of said election being given to Maker, at once become due and payable, and Holder has the right to terminate the Franchise Agreement. Upon Default, Holder, in its sole discretion, may also terminate the Franchise Agreement. In addition, if Holder chooses not to terminate Maker's Franchise Agreement for uncured Default of this Note, Holder will submit to the courts the confession of judgment Maker is required to sign with this Agreement for the payment on this Note.

7. Collection Costs

In event of any such Default or acceleration, the undersigned, agrees to pay to Holder hereof reasonable attorney's fees, legal expenses and lawful collection costs incurred by Holder in addition to all other sums due hereunder, including fees on appeal whether or not such suit is prosecuted to judgment.

8. Security

This Note is secured by a Security Agreement of even date herewith.

9. Miscellaneous

9.1 Successors and Assigns. The terms of this Note are unconditional and apply to, inure to the benefit of, and bind all parties hereto, their successors and permitted assigns.

9.2 Assignment. This Note is freely transferable and assignable by Holder. This Note may not be assigned by Maker, whether by voluntary assignment or transfer, operation of law, merger or otherwise unless otherwise agreed to in writing by Holder.

9.3 Governing Law and Venue. This Note will be governed by and construed in accordance with the laws of the State of Kansas. Presentment, demand, protest, and extension of time without notice are hereby waived, and the undersigned consents to the release of any security, or any part thereof, with or without substitution. Maker, by its execution of this Note, hereby irrevocably submits to the in personam jurisdiction of the state courts of the State of Kansas and of the United States District Court for the District of Kansas that are located in Johnson County, Kansas, for the purpose of any suit, action or other proceeding arising out of or based upon this Note.

9.4 Attorney's Fees. In the event of Default, the Holder may collect reasonable attorney's fees and costs incurred in collecting the balance due under this Note and any action taken to foreclose on the collateral contained in the Security Agreement, incorporated by reference hereof.

9.5 Severability. The provisions hereof will be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof will not affect the enforceability of any other provision hereof.

9.6 Counterparts. This Note may be executed in counterparts, including by means of telefaxed signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

9.7 Notice. All notices permitted or required under this Note will be in writing and will be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by e-mail, telecopy or facsimile transmission when confirmed by e-mail, telecopier or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, three (3) days after deposit in the mail addressed as follows:

Holder: Blue Eagle Franchising, LLC
6709 W 119th St., #125
Overland Park, Kansas 66209
Email: sam@blueeagleinvestigations.com

Maker:_____, LLC/Inc.
_____
_____
Email: _____

7.8 Time is of the Essence. Time and strict performance are of the essence in this Agreement.

7.9 Waivers. Maker (i) agrees that Holder may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the indebtedness; and (ii) waives any right to require a marshaling of assets.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note as of _____.

MAKER: _____

By: _____
Print Name: _____
Title: _____

PERSONAL GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned, _____ ("Guarantor(s)"), personally and unconditionally guaranty payment of the above Promissory Note including costs and attorney's fees, provided that Holder will first provide Guarantors with five (5) calendar days written notice of Default, effective upon mailing by certified mail, and an opportunity to cure any such Default within the notice period. The undersigned waive notice of acceptance, protest and notice of protest with respect to the above Promissory Note.

Effective as of the _____.

Guarantor(s)	**Address for Notice**
Name: _____	_____
	_____
	_____
By: _____	_____
_____, Personally	(include mailing address and email address)
Name: _____	_____
	_____
	_____
By: _____	_____
_____, Personally	(include mailing address and email address)

Schedule 2
To the Installment Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of _____ ("***Security Agreement***"), is made by _____, individually and jointly ("***Grantor***"), in favor of **Blue Eagle Franchising, LLC** ("***Secured Party***").

Recitals

A. Secured Party and Grantor have entered into that certain Franchise Agreement of even date herewith (the "***Franchise Agreement***"), whereby Grantor desires to obtain a license to operate a Blue Eagle Investigations® franchise.

B. Secured Party has accepted as partial payment for the Franchise Agreement a Promissory Note of even date herewith, executed by Grantor in favor of Secured Party (the "***Note***").

C. Secured Party is willing to accept the Note, but only upon the condition that Grantor will have executed and delivered to Secured Party this Security Agreement.

NOW, THEREFORE, in order to induce Secured Party to accept the Note and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Defined Terms. When used in this Security Agreement the following terms will have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"***Article 9***" means Article 9 of the UCC.

"***Collateral***" will have the meaning assigned to such term in Section 2 of this Security Agreement.

"***Contracts***" means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases, licenses, undertakings, purchase orders, permits, Franchise Agreement or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written or electronic form, in or under which Grantor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"***Event of Default***" means (i) any failure by Grantor forthwith to pay or perform any of the Secured Obligations, (ii) any report, information or notice made to, obtained or received by Secured Party at any time after the date hereof indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in such report, information or notice, and (iii) any breach by Grantor of the Note, or any warranty, representation, or covenant set forth herein.

"***Lien***" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"***Permitted Lien***" means: (a) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Secured Party's security interests; (b) Liens (i) upon or in any real property held by Grantor; or (ii) upon or in any Equipment acquired or held by Grantor to secure the purchase price of such

Equipment or indebtedness incurred solely for the purpose of financing the acquisition of such Equipment or (iii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (c) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Grantor's business if such are otherwise permitted under this Security Agreement and do not interfere in any material respect with the business of Grantor; (d) any right, title or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (e) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar Liens affecting real property not interfering in any material respect with the ordinary conduct of the business of Grantor; (f) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (g) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; and (h) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clause (b) above, provided that any extension, renewal or replacement Lien will be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

"***Proceeds***" means and includes everything acquired on the sale, lease, or other disposition of property, whatever is collected on or distributed on account of Collateral, rights arising out of Collateral, and certain claims arising out of the Collateral.

"***Secured Obligations***" means (a) the obligation of Grantor to repay Secured Party all of the unpaid principal amount of the Note, and accrued interest thereon, if any (including any interest that accrues after the commencement of bankruptcy); (b) the obligation of Grantor to pay any fees, costs and expenses of Secured Party under the Note or under Section 5 hereof; and (c) all other indebtedness, liabilities and obligations of Grantor to Secured Party, whether now existing or hereafter incurred, and whether created under, arising out of or in connection with any written agreement or otherwise.

"***Secured Party***" is Blue Eagle Franchising, LLC and its use is given the definition set forth in the UCC as in effect in the State of Kansas on the date hereof.

"***Security Agreement***" means this Security Agreement and all Schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

*"**Security Interest**"* means any liens and collateral security for the obligations of Maker identified in the installment agreement.

"***UCC***" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Kansas (and each reference in this Security Agreement to an Article thereof will refer to that Article as from time to time in effect, which will include and refer to Article 9); *provided, however,* in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Kansas, the term "*UCC*" will mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms will be defined terms having the meaning set forth for such terms in the UCC: "Account", "Chattel Paper" (including tangible and electronic chattel paper), "Equipment" (including all accessions and additions thereto), "Fixtures", "General Intangible" (including payment intangibles and software), "Instrument", "Inventory" (including all goods held for sale or lease or to be

furnished under a contract of service, and including returns and repossessions), and "Proceeds". Each of the foregoing defined terms will include all of such items now owned, or hereafter acquired, by Grantor.

2. Grant of Security Interest. As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Party to cause the Note to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, (all of which being collectively referred to herein as the "Collateral"):

(a) All Accounts of Grantor;

(b) All Chattel Paper of Grantor;

(c) All Contracts for Investigative Services of Grantor, whether under the Blue Eagle Investigations® name or business, or the name and/or business of any other company owned entirely or in party by Grantor (including without limitation, Contracts offered or performed under or by those entities and businesses set forth on Schedule 1 to this Security Agreement) and whether existing at the time of this Security Agreement or after termination of the Franchise Agreement so long as this Security Agreement is in effect;

(d) All Equipment of Grantor;

(e) All Fixtures of Grantor;

(f) All Inventory of Grantor;

(g) Real Property owned, acquired, existing now or hereafter by Grantor or a company owned all or in party by Grantor;

(h) All payments made by the customers and clients participating in or enrolled in Grantor's Blue Eagle Investigations® Franchise Business;

(i) To the extent that such rights are assignable, all of Grantor's other goods and personal property of Grantor, wherever located, whether tangible or intangible personal property, including, without limitation, all present and future accounts, contract rights, permits, licenses, general intangibles, chattel paper, documents, and instruments, now owned or hereafter acquired, existing, leased, or consigned by or to Grantor, or in the name of, or owned all or in part by Grantor; and

(j) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing provisions of this Section 2, the grant, assignment and transfer of a security interest as provided herein will not extend to, and the term "*Collateral*" will not include any Contract, Instrument or Chattel Paper in which Grantor has any right, title or interest if and to the extent such Contract, Instrument or Chattel Paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Contract, Instrument or Chattel Paper to enforce any remedy with respect thereto; *provided* that the foregoing exclusion will in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Contract, Instrument or Chattel Paper and in any such monies and other proceeds of such Contract, Instrument or Chattel Paper.

3. Representations And Warranties. Grantor hereby represents and warrants to Secured Party that:

(a) Except for the Security Interest granted to Secured Party under this Security Agreement and Permitted Liens, Grantor is the sole legal and equitable owner or, has the power to transfer each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto or the power to transfer, free and clear of any and all Liens except for Permitted Liens.

(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of Secured Party pursuant to this Security Agreement except for Permitted Liens.

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken. Accordingly, Secured Party has a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights subject only to Permitted Liens. This Security Agreement will create a legal, valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights subject only to Permitted Liens.

4. Covenants. Grantor covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

4.1 Disposition of Collateral. Grantor will not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, other than; (a) the sale of Inventory; or (b) the disposal of worn-out or obsolete Equipment, all in the ordinary course of Grantor's business.

4.2 Insurance. Grantor will maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Grantor.

4.3 Taxes, Assessments, Etc. Grantor will pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment, Fixtures or Inventory, except to the extent the validity thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

4.4 Maintenance of Records. Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral during the term of this Agreement and for one (1) year thereafter.

5. Rights And Remedies Upon Default.

(a) Beginning on the date which is five (5) days after any Event of Default will have occurred and while such Event of Default is continuing, Secured Party may exercise, in addition to all other rights and remedies granted to it under this Security Agreement, the Note and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC.

(b) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(c) Unless the Secured Party otherwise agrees, Secured Party has the right to sell all or any part of the Collateral all Proceeds received by Secured Party from the sale, disposition, collection, or other realization upon all or any part of the Collateral (net of the actual unreimbursed out-of-pocket costs incurred by Secured Party in connection with such sale, collection or other realization) and all payments to Secured Party to reimburse it for certain expenses as provided herein if Grantor cannot pay 100% of the demanded expense amounts shall be distributed to Secured Party. Only in the event Secured Party agrees in writing to another arrangement for the distribution of Proceeds, such Proceeds will be distributed by Secured Party in the following order of priorities:

First, to Secured Party in an amount sufficient to pay in full the reasonable costs of Secured Party in connection with such sale, disposition or other realization, including all reasonable fees, costs, expenses, liabilities and advances incurred or made by Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

Second, to Secured Party in an amount equal to the then unpaid Secured Obligations; and

Finally, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

6. Reinstatement. This Security Agreement will remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and will continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations will be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Remedies.

7.1 Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Grantor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. In so providing for non-judicial remedies, Grantor recognizes and concedes that such remedies are consistent with the usage of trade, are responsive to commercial necessity, and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Grantor from resorting to judicial process at any party's option.

7.2 Cumulative Remedies. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

8. Miscellaneous.

8.1 No Waiver. Each and every such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Secured Party and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No act, delay, omission or otherwise by Secured Party or other

person or entity in the exercise of any right, power, or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

8.2 Termination of this Security Agreement. This Security Agreement will terminate upon the payment and performance in full of the Secured Obligations.

8.3 Successor and Assigns. This Security Agreement and all obligations of Grantor hereunder will be binding upon the successors and assigns of Grantor, and will, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the indebtedness and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein will in any manner affect the lien granted to Secured Party hereunder.

8.4 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder will be governed by, and construed and enforced in accordance with, the laws of the State of Kansas.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

Grantor: Blue Eagle Franchising, LLC	**Secured Party: _____**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

Schedule 3
To the Security Agreement

Entities Offering Investigative Services

The following entities or businesses owned all or in party by Grantor and which offer investigative services:

Name of Entity/Business	Address for Business	State of Operations and Registration

_____
Grantor's Initials

Confession of Judgment

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
TENTH JUDICIAL DISTRICT

BLUE EAGLE FRANCHISING, LLC,	)	
	)	
Plaintiff,	)	**Case No.:**
	)	**Division No.:**
v.	)	
	)	
_____	)	**AFFIDAVIT FOR**
Serve: _____	)	**CONFESSION OF JUDGMENT**
_____	)	
	)	
and	)	
	)	
_____	)	
liability company,	)	
Serve: _____	)	
_____	)	
	)	
Defendants.	)	

Affidavit for Confession of Judgment for Money Due

STATE OF _____ :
: .ss
COUNTY OF _____ :

On the _____ day of _____, being duly sworn, personally appeared before me, _____, and as manager of _____, and who appeared personally on his own behalf, deposes and says,

1. _____ resides at _____; and
2. The principal business address for _____, LLC, a _____ limited liability company is _____; and
3. Defendants _____ and _____, LLC hereby confess judgment in this Court in favor of the Plaintiff, Blue Eagle Franchising, LLC, for the sum of _____ Dollars ($_____), plus legal fees and costs associated in enforcing this Confession of

Judgment, and hereby authorize Plaintiff, or their heirs, executors, administrators, or assigns, to enter Judgment for that sum against Defendants.

4. This confession of judgment is for a debt justly due to Plaintiff arising out of an Installment Agreement, and accompanying Promissory Note and Security Agreement that was signed on _____, and is related to the obtaining of a franchise agreement from Plaintiff.
5. This confession of judgment is not for the purpose of securing Plaintiffs against contingent liability.

_____
_____, personally

Sworn and subscribed before me, this ___ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires:

_____
_____, LLC.
Its Authorized Representative

Sworn and subscribed before me, this ___ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A-8"
TO FRANCHISE AGREEMENT

DIGITAL AND SOCIAL MEDIA AUTHORIZATION FOR ASSIGNMENT

This DIGITAL AND SOCIAL MEDIA ASSIGNMENT AUTHORIZATION ("Assignment") is made and entered into as of the Effective Date (defined below), by and between the undersigned Franchisee and Blue Eagle Franchising, LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a franchise agreement with ("Franchise Agreement"); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Blue Eagle Investigations® trademark, trade names, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Franchise Business; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, Including all associated goodwill, in the Social Media and other digital media accounts used in the Franchise Business or used or created in any way by Franchisee to promote or use the Marks, Including, Franchisee's Facebook, Instagram, Pinterest, Google listings, Twitter, LinkedIn, Tumblr accounts and the like (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, including providing all passwords and administrative access to such Social Media Accounts.

2. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts:

a. Franchisee has the right to assign the Social Media Accounts, and they are free and clear of all liens and encumbrances.

b. Franchisee shall not, after Termination of the Franchise Agreement attempt to access, control, interfere with, or obstruct the Social Media Accounts.

c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts.

d. Franchisee has not taken, or permitted, any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media Accounts to Franchisor hereunder.

3. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Accounts. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts to Franchisor hereunder.

4. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

5. This Assignment is governed, construed and interpreted in accordance with the laws of the state of Kansas without giving effect to its conflicts of law provisions.

6. This Assignment may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

FRANCHISEE:	**FRANCHISOR:**
_____	Blue Eagle Franchising, LLC
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "A-9"
TO FRANCHISE AGREEMENT

MARKETING ADDENDUM

This MARKETING ADDENDUM TO THE FRANCHISE AGREEMENT ("Addendum") is made and entered into effective as of _____ by and between **BLUE EAGLE FRANCHISING, LLC** ("Franchisor") and _____ ("Franchisee").

R E C I T A L S:

WHEREAS, Franchisee entered into an agreement with Franchisor dated effective _____ ("Franchise Agreement"), which licensed to Franchisee the right to use the Blue Eagle Investigations® name and System within the State of _____ ("Franchise Business"); and

WHEREAS, Franchisor and Franchisee have agreed to make revisions to, or otherwise amend and modify, the Franchise Agreement as set forth herein below; and

WHEREAS, all capitalized terms used, but not defined, herein shall have the respective meanings assigned to them pursuant to the Franchise Agreement, and all references herein to "Article" and "Paragraphs" shall refer to articles and paragraphs of the Franchise Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises in the Franchise Agreement and herein, it is hereby agreed as follows:

1. Section 6.6 "Minimum Contact Standards" is deleted in its entirety.

2. A new Section 6.6 is added to read as follows:

"6.6 Payment for Registration Fees and Required Attendance. You shall pay the registration fees for, and attend, all seminars, conferences, and similar marketing and networking events that We designate from time to time whether You or Your Operating Principal attends or one of Our representatives attends on Your behalf."

3. Section 10.3 is amended and replaced in its entirety to read as follows:

"10.3 Your Obligations to Market. You may Market Your Franchise Business within the Territory. Subject to restrictions and conditions set forth in the Manuals, You have the right to Market outside of Your Territory and other franchisees may Market in Your Territory. There are no restrictions on Our right to Market inside Your Territory. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere.

10.3.1 Approval of Marketing. You are not allowed to develop Marketing or promotional materials. You must submit to Us, prior to publication, copies of all Marketing, promotional and public relations materials, proposed to be used by You, Including, any use of the Internet, or other digital, electronic or Social Media along with a description of how it will be used, by what media published and such other information thereon as may be reasonably requested by Us. All Marketing materials must be approved by Us in advance and in writing in accordance with Our Manuals. Marketing that has been

submitted by verified receipt or submission will be deemed approved if You do not receive written approval or disapproval within 10 business days of the date We receive the submission. We have the right to disapprove previously approved Marketing materials at any time."

A new Section 10.5 is added to the Franchise Agreement to read as follows:

4.

"10.6 Our Obligation to Market. We will conduct Marketing activities in and outside of Your Territory, Including making commercially reasonable efforts to achieve a minimum number of client contacts per month, as determined by Us in Our sole discretion. A client contact is a phone call, meeting, or other contact with an actual or potential client. We will direct all such Marketing activities and programs, with sole discretion over: 1) the creative concepts, materials, endorsements, and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement and allocation of such programs; 4) the amount of money and effort spent toward Marketing in Your Territory; and 5) the composition of all geographic territories and Market areas for the development and implementation of such programs. You agree that We will not be liable for any act or omission with respect to Marketing that is consistent with this Agreement or that is done in subjective good faith. We do not guarantee or warranty the success or efficacy of Our Marketing activities. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and any promotion and Marketing efforts intended to benefit Your Territory or the System, Including those expenses allowed in Section 10.1.2."

5. **The Royalty in Exhibit "A-3" is increased to 25% of Gross Sales.** The increased royalty is in consideration for Franchisor conducting certain Marketing activities on Franchisee's behalf.

6. Franchisee understands and agrees that Franchisor does not warrant or guarantee the success of Franchisee's Franchise Business.

7. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall supersede and control.

8. As further consideration for Franchisor agreeing to the above amendments to the Franchise Agreement, Franchisee and each of them hereby fully and irrevocably release Franchisor, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form relating to or arising out of the franchise relationship, the Franchise Agreement prior to the date hereof.

9. Except as expressly amended or modified herein, all terms, provisions and conditions of the Franchise Agreement remain intact and are hereby ratified and affirmed.

10. This Addendum may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

[Signatures on Following Page]

IN WITNESS HEREOF, each of the undersigned parties hereby acknowledge that they have read this Addendum, understand its contents and consent to be bound by all of its terms.

FRANCHISOR: **BLUE EAGLE FRANCHISING, LLC**	FRANCHISEE: **BLUE EAGLE OF _____, LLC** **DBA BLUE EAGLE INVESTIGATIONS**
By: _____ (Signature)	By: _____ (Signature)
Name: Stu MacFarlane	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____

EXHIBIT "A-10"
TO FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF FOR THE STATE OF ILLINOIS

Illinois Law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Section 5.1 is modified to add the following language to the end of the paragraph:

"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under this Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business."

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISOR:	**FRANCHISEE:**
BLUE EAGLE FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between _____ ("Franchisor") and _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Deleted. Any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the Franchisor or sources designated by the Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the Franchisor. However, the publication by the Franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the Franchisor does not constitute designation of a source nor does a reasonable right of the Franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the Franchisor.

(2) Allowing the Franchisor to establish a Franchisor-owned outlet engaged in a substantially identical business to that of the Franchisee within the exclusive territory granted the Franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the Franchisor to compete unfairly with the Franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the Franchisor without the consent in writing of the Franchisee.

(4) Allowing the Franchisor to obtain money, goods, services, or any other benefit from any other person with whom the Franchisee does business, on account of, or in relation to, the transaction between the Franchisee and the other person, other than for compensation for services rendered by the Franchisor, unless the benefit is promptly accounted for, and transmitted to the Franchisee.

(5) Requiring the Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the Franchisee and the Franchisor to be referred to any person, if referral would be binding on the Franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the Franchisor which the Franchisee had ordered for private retail consumers prior to the Franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in

bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the Franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the Franchisee meets certain conditions specified in the agreement.

(9) Requiring a Franchisee to covenant not to compete with the Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the Franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the Franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the Franchisee may be required to pay.

3. <u>Effective Date</u>. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, 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 that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

_____
Franchisee (Signature)

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

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.

WASHINGTON ADDENDUM TO THE
FRANCHISE AGREEMENT, STATEMENT OF PROSPECTIVE FRANCHISEE,
AND RELATED AGREEMENTS

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchise has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. The franchisee may terminate the Franchise Agreement under any grounds permitted by law. Termination of the Franchise Agreement due to sale/merger/transfer of the franchisor or the franchise system may not be enforceable under Washington law.

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 with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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 unless the 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) soliciting or 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.

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

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

Article V of the franchise agreement is amended to add the following:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchise has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated _____.

FRANCHISOR:
BLUE EAGLE FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____

INDIVIDUALS:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The following shall apply to Franchise Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "B"
TO THE FDD

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE(S)

NOTE: Please complete in the handwriting of Prospective Franchisee(s). If more than one person is a part of the franchisee, all must initial and sign.

The undersigned Prospective Franchisee(s) ("We," "Us," "Our" or "Prospective Franchisee"), in this document), and **BLUE EAGLE FRANCHISING, LLC** ("Franchisor") each have an interest in making sure that no misunderstandings exist between them, and understanding that the Franchisor is relying on Our statements, We represent as follows:

A. The following dates and information are true and correct: **Initials**

1. The date on which We received the Franchise Disclosure Document with the Franchise Agreement and all other documents for the Blue Eagle Investigations® Franchise was _____. _____

2. We negotiated the following with the Franchisor:
_____
_____ _____
_____

3. The date when We received a fully completed (ready for signatures) copy of the Franchise Agreement and other documents We later signed was _____. _____

4. The earliest date on which We signed the Franchise Agreement or any other biding document was _____. _____

5. The earliest date on which We delivered cash, check or other consideration to the Franchisor, or any other person or company was _____. _____

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, representations, understandings, "side deals," or otherwise of any type, which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement or any other written documents, have been made to or with Us with respect to any matter, nor have We relied in any way on any such, except as expressly set forth in the Franchise Agreement or a written Addendum/Appendix thereto to be signed by Us and the President of the Franchisor, except as follows:
_____
(If none, write NONE in your own handwriting) _____

2. No oral, written, visual or other claim, guarantee or

representation of any sort, has been made to Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, nor have We relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

_____ _____

(If none, write NONE in your own handwriting)

3. We are not relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have We relied in any way on such, except as expressly set forth in the Franchise Agreement or a written Addendum/Appendix thereto to be signed by Us and the President of the Franchisor, except as follows:

_____ _____

(If none, write NONE in your own handwriting)

4. We constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of Us individually has received the Franchise Disclosure Document and all exhibits and has carefully read, discussed, understands and agrees to the Franchise Agreement, each written Addendum/Appendix and any Personal Guarantees. _____

5. We have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has <u>strongly</u> recommended that We obtain such independent professional advice. _____

6. We confirm that We have had the opportunity to discuss the proposed purchase of, or investment in, a Blue Eagle Investigations® Franchise with existing Blue Eagle Investigations® franchisees. _____

7. We understand that entry into any business venture necessarily involves some unavoidable risk of loss or failure and that the Blue Eagle Investigations® Franchise is a speculative investment. Investment beyond that outlined in the Disclosure Document may be required to succeed and there exists no guaranty against possible loss or failure and the most important factors in our success are Our personal business, marketing, sales, management, judgment and other skills. _____

If there are any matters inconsistent with the statements in this

document, or if anyone has suggested that We sign this document without all of its statements being true, correct and complete, We will (a) **immediately** inform the Franchisor's President; and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time before going forward. _____

We understand and agree that the Franchisor does not furnish or endorse or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, income, expenses, profits, cash flow, or otherwise, that any such information not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or in a formal exhibit to the Disclosure Document) is not reliable and that We have not relied on such information and that no such results can be assured or estimated and that actual results will vary from unit to unit and may vary significantly. _____

8. We acknowledge that the law governing the franchise relationship is Kansas law and that the exclusive venue for any dispute will be in Overland Park, Johnson County, Kansas (subject to applicable state law). _____

9. We are also a franchisee in the following system(s):
   _____ _____
   (write NONE in your own handwriting if not a franchisee for another franchise system)

   That franchise was first purchased on _____. _____

We understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

DATED _____.

PROSPECTIVE FRANCHISEE ENTITY:

_____

By:_____
(Signature)

Name: _____

Title: _____

INDIVIDUALS: (individual owners)

By:_____ By:_____
(Signature) (Signature)

Name: _____ Name: _____

Title: _____ Title: _____

By:_____ By:_____
(Signature) (Signature)

Name: _____ Name: _____

Title: _____ Title: _____

EXHIBIT "C"
TO THE FDD

FINANCIAL STATEMENTS
(Attached)

December 31, 2021
December 31, 2020
December 31, 2019

JUSTIN L. SMAIL CPA, LLC

16 E Wea St. Paola, KS 66071

BLUE EAGLE FRANCHISING, LLC
Overland Park, Kansas

FINANCIAL STATEMENTS
AND
INDEPENDENT ACCOUNTANT'S AUDIT REPORT

December 31, 2021

BLUE EAGLE FRANCHISING, LLC

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INDEPENDENT AUDITOR'S REPORT

Blue Eagle Franchising
Stu Macfarlane
Overland Park. KS

We have audited the accompanying balance sheet of Blue Eagle Franchising LLC, for the year ended December 31, 2021 and the related income statement, statements of cash flows, and notes to the financial statement for the year then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparations and fair presentation of the financial statement in accordance with generally accepted accounting principles (GAAP). Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on auditor's judgement, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparations and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Blue Eagle Franchising LLC as of December 31, 2021, in accordance with accounting principles generally accepted in the United States of America.

Justin L. Smail CPA, LLC
February 2, 2022

BLUE EAGLE FRANCHISING LLC

Balance Sheet
December 31,

ASSETS

	2021
Current Assets	
Cash and cash equivalents	$ 10,689
Total current assets	$ 10,689
Fixed Assets	
Fixed Assets	43,499
	43,499
Other Assets	
Notes Receivable	586,406
Total Other Assets	$ 586,406
Total Assets	**$ 640,594**

LIABILITIES AND EQUITY

Liabilities	
Current Liabilities	
Accounts payable	$ 103
Total Current Liabilities	103
Total Current Liabilities	$ 103
Other Liabilities	
Deferred Revenues	483,522
Total Other Liabilities	$483,522
Equity	
Retained Earnings	67,084
Net Income	89,885
Total Equity	$ 156,969
TOTAL LIABILITIES & EQUITY	**$ 640,594**

See accountants' audit report
The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING LLC

Income Statement

For the year ended December 31,

	2021
Ordinary Income/Expense	
Income	
Franchise Income	$96,512
Total Income	$96,512
Expense	
Auto	$3,507
Bank service charges	$45
Dues and subscriptions	$2,020
Insurance	$576
Legal fees	$11,053
Meals and entertainment	$196
Office supplies	$233
Travel	$556
Total Expense	$18,186
Net Ordinary Income	78,326
Other Income	11,559
Net Income	$89,885

See accountants' audit report

The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING LLC

Statement of Cash Flows

For the year ended December 31,

	2021
Cash provided(used) by operations:	
Net Income	89,885
Increase in Accounts Receivable	(263,731)
Decrease in accounts payable	(137)
Increase in deferred Revenues	176,991
Cash provided(used) by operations	3,008
Change in cash balance	3,008
Beginning cash as of January 1, 2021	7,681
Ending cash as of December 31, 2021	$ 10,689

See accountants' audit report

The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2021

NOTE A- ORGANIZATION AND OPERATIONS

Blue Eagle Franchising LLC, a Kansas LLC, is owned 100% by Stu MacFarlane. Blue Eagle will not book engagements for the franchisees, they will only receive revenue and pay expenses. Blue Eagle will receive 20% of revenues and the franchisees will receive 80%. The franchisees will maintain their own licenses in the states they practice in, and all Blue Eagle income will be Kansas source franchise income.

Blue Eagle is a private investigation firm that conducts insurance fraud investigations, including surveillance, for insurance companies, third-party administrators, self-insured companies, and their defense counsel.

NOTE B - SUMMARY OF ACCOUNTING POLICIES

A summary of the Company's accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Basis of accounting

Financial statements are prepared in accordance with generally accepted accounting principles (GAAP).

2. Cash and cash equivalents

For the purpose of the statement of cash flows, cash equivalents are short term, highly liquid investments having original maturities of three months or less, not restricted for contingencies.

3. Notes Receivable

Notes receivable are stated at the amount the company expects to collect. Bad debts are written off in the period in which the loss becomes probable and the amount can be reasonably estimated.

NOTE C-CASH

Deposits

As of December 31, 2021, the carrying amount of Blue Eagles bank balance was $10,689. Of the bank balance, $10,689 was covered by FDIC insurance as of December 31, 2021.

NOTE D- Contract Revenue and Cost Recognition

The Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606) effective January 1, 2021. Topic 606 was adopted on a modified retrospective basis, and the Company determined that there was no cumulative effect to retained earnings as of January 1, 2021 that was required to be disclosed as a result of adopting the standard.

NOTE E - SUBSEQUENT EVENTS

The company evaluated subsequent events through February 2, 2022, the date the financial statements were available to be issued. No subsequent events were identified.

JUSTIN L. SMAIL CPA, LLC

16 E WEA ST. PAOLA, KS 66071

BLUE EAGLE FRANCHISING, LLC
Overland Park, Kansas

FINANCIAL STATEMENTS
AND
INDEPENDENT ACCOUNTANT'S AUDIT REPORT

December 31, 2020

BLUE EAGLE FRANCHISING, LLC

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INDEPENDENT AUDITOR'S REPORT

Blue Eagle Franchising
Stu Macfarlane
Overland Park. KS

We have audited the accompanying balance sheet of Blue Eagle Franchising LLC, for the year ended December 31, 2020 and the related income statement, statements of cash flows, and notes to the financial statement for the year then ended.

Management's Responsibility for the Financial Statements
Management is responsible for the preparations and fair presentation of the financial statement in accordance with generally accepted accounting principles (GAAP). Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on auditor's judgement, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparations and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Blue Eagle Franchising LLC as of December 31, 2020, in accordance with accounting principles generally accepted in the United States of America.

Justin L. Smail CPA, LLC
February 16, 2021

BLUE EAGLE FRANCHISING LLC

Balance Sheet
December 31,

ASSETS

	2020
Current Assets	
Cash and cash equivalents	$ 7,681
Total current assets	$ 7,681
Fixed Assets	
Fixed Assets	43,499
	43,499
Other Assets	
Notes Receivable	322,675
Total Other Assets	$ 322,675
Total Assets	$ 373,855

LIABILITIES AND EQUITY

Liabilities	
Current Liabilities	
Accounts payable	$ 240
Total Current Liabilities	240
Total Current Liabilities	$ 240
Other Liabilities	
Deferred Revenues	306,531
Total Other Liabilities	$306,531
Equity	
Retained Earnings	83
Net Income	67,001
Total Equity	$ 67,084
TOTAL LIABILITIES & EQUITY	$ 373,855

See accountants' audit report
The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING LLC

Income Statement

For the year ended December 31,

	2020
Ordinary Income/Expense	
Income	
Franchise Income	$74,110
Total Income	$74,110
Expense	
Advertising	$170
Auto	$17
Bank service charges	$783
Dues and Subscriptions	$1621
Franchise fees	$809
Legal fees	$3,647
Meals and entertainment	$252
Travel	$1,565
Total Expense	$8,864
Net Ordinary Income	65,246
Other Income	1,755
Net Income	$67,001

See accountants' audit report

The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING LLC

Statement of Cash Flows

For the year ended December 31,

	2020
Cash provided(used) by operations:	
Net Income	67,001
Increase in Accounts Receivable	(322,675)
Decrease in accounts payable	(1,171)
Increase in deferred Revenues	306,531
Cash provided(used) by operations	65,830
Cash (used) by investing activities	(43,499)
Change in cash balance	6,187
Beginning cash as of January 1, 2020	1,494
Ending cash as of December 31, 2020	$ 7,681

See accountants' audit report

The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2020

NOTE A- ORGANIZATION AND OPERATIONS

Blue Eagle Franchising LLC, a Kansas LLC, is owned 100% by Stu MacFarlane. Blue Eagle will not book engagements for the franchisees, they will only receive revenue and pay expenses. Blue Eagle will receive 20% of revenues and the franchisees will receive 80%. The franchisees will maintain their own licenses in the states they practice in, and all Blue Eagle income will be Kansas source franchise income.

Blue Eagle is a private investigation firm that conducts insurance fraud investigations, including surveillance, for insurance companies, third-party administrators, self-insured companies, and their defense counsel.

NOTE B - SUMMARY OF ACCOUNTING POLICIES

A summary of the Company's accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Basis of accounting

Financial statements are prepared in accordance with generally accepted accounting principles (GAAP).

2. Cash and cash equivalents

For the purpose of the statement of cash flows, cash equivalents are short term, highly liquid investments having original maturities of three months or less, not restricted for contingencies.

3. Notes Receivable

Notes receivable are stated at the amount the company expects to collect. Bad debts are written off in the period in which the loss becomes probable and the amount can be reasonably estimated.

NOTE C-CASH

Deposits

As of December 31, 2020, the carrying amount of Blue Eagles bank balance was $7,681. Of the bank balance, $7,681 was covered by FDIC insurance as of December 31, 2020.

NOTE D- Contract Revenue and Cost Recognition

The Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606) effective January 1, 2020. Topic 606 was adopted on a modified retrospective basis, and the Company determined that there was no cumulative effect to retained earnings as of January 1, 2020 that was required to be disclosed as a result of adopting the standard.

NOTE E - SUBSEQUENT EVENTS

The company evaluated subsequent events through February 16, 2021, the date the financial statements were available to be issued. No subsequent events were identified.

BLUE EAGLE FRANCHISING, LLC
Overland Park, Kansas

FINANCIAL STATEMENTS
AND
INDEPENDENT ACCOUNTANT'S AUDIT REPORT

December 31, 2019

BLUE EAGLE FRANCHISING, LLC

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INDEPENDENT AUDITOR'S REPORT

Blue Eagle Franchising
Stu Macfarlane
Overland Park. KS

We have audited the accompanying balance sheet of Blue Eagle Franchising LLC, for the year ended December 31, 2019 and the related income statement, statements of cash flows, and notes to the financial statement for the year then ended.

Management's Responsibility for the Financial Statements
Management is responsible for the preparations and fair presentation of the financial statement in accordance with generally accepted accounting principles (GAAP). Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on auditor's judgement, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparations and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Blue Eagle Franchising LLC as of December 31, 2019, in accordance with accounting principles generally accepted in the United States of America.

Justin L. Smail CPA, LLC
February 7, 2020

BLUE EAGLE FRANCHISING LLC

Balance Sheet
December 31,

ASSETS

	2019
Current Assets	
Cash and cash equivalents	$1,494
Total current assets	$1,494

LIABILITIES AND EQUITY

Liabilities	
Current Liabilities	
Accounts payable	$1,411
Total Current Liabilities	1,411
Total Liabilities	1,411
Equity	
Opening Balance Equity	100
Net Income	(17)
Total Equity	83
TOTAL LIABILITIES & EQUITY	$1,494

See accountants' audit report
The accompanying notes are an integral part of this report

BLUE EAGLE FRANCHISING LLC

Income Statement

For the year ended December 31,

	2019
Ordinary Income/Expense	
Income	
Franchise Income	$50,000
Total Income	$50,000
Expense	
Accounting	$1,111
Bank service charges	$10
Franchise fees	$2,850
Legal fees	$33,941
Marketing	$8,189
Meals and entertainment	$53
Travel	$3,863
Total Expense	$50,017
Net Ordinary Income	($17)
Net Income	($17)

See accountants' audit report

The accompanying notes are an intergral part of this report

BLUE EAGLE FRANCHISING LLC

Statement of Cash Flows

For the year ended December 31,

Cash provided(used) by operations:	2019
Net Income	(17)
Increase in accounts payable	1,411
Cash provided(used) by operations	1,394
Change in cash balance	1,394
Beginning cash as of January 1, 2018	100
Ending cash as of December 31, 2018	1,494

See accountants' audit report

The accompanying notes are an intergral part of this report

BLUE EAGLE FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2019

NOTE A- ORGANIZATION AND OPERATIONS

Blue Eagle Franchising LLC, a Kansas LLC, is owned 100% by Stu MacFarlane. Blue Eagle will not book engagements for the franchisees, they will only receive revenue and pay expenses. Blue Eagle will receive 20% of revenues and the franchisees will receive 80%. The franchisees will maintain their own licenses in the states they practice in, and all Blue Eagle income will be Kansas source franchise income.

Blue Eagle is a private investigation firm that conducts insurance fraud investigations, including surveillance, for insurance companies, third-party administrators, self-insured companies, and their defense counsel.

NOTE B - SUMMARY OF ACCOUNTING POLICIES

A summary of the Company's accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Basis of accounting

   Financial statements are prepared in accordance with generally accepted accounting principles (GAAP).

2. Cash and cash equivalents

   For the purpose of the statement of cash flows, cash equivalents are short term, highly liquid investments having original maturities of three months or less, not restricted for contingencies.

NOTE C-CASH

Deposits

As of December 31, 2019, the carrying amount of Blue Eagles bank balance was $4,168. Of the bank balance, $4,168 was covered by FDIC insurance as of December 31, 2019.

NOTED - SUBSEQUENT EVENTS

The Association evaluated subsequent events through February 7, 2020, the date the financial statements were available to be issued. No subsequent events were identified.

EXHIBIT "D"
TO THE FDD

SCHEDULE OF FRANCHISEES:
As of December 31, 2021

	Location/Territory	Owner	Email Address
Alabama			
1	Alabama	John Lederhaus	jnl@blueeagleinvestigations.com
Georgia			
2	Georgia	John Lederhaus	jnl@blueeagleinvestigations.com
Illinois			
3	Illinois	Cory Wasilewski	caw@blueeagleinvestigations.com
Iowa			
4	Iowa	Thomas Kennedy	twk@blueeagleinvestigations.com
Michigan			
5	Michigan	Steven Taylor	sjt@blueeagleinvestigations.com
Nebraska			
6	Nebraska	Thomas Kennedy	twk@blueeagleinvestigations.com
Nevada			
7	Nevada*	Jeff Kaplan	jak@blueeagleinvestigations.com
North Carolina			
8	North Carolina	Rashad Gaynor	rg@blueeagleinvestigations.com
Ohio			
9	Ohio	Nathan Crum	nec@blueeagleinvestigations.com
South Carolina			
10	South Carolina	John Lederhaus	jnl@blueeagleinvesetigations.com
Tennessee			
11	East Tennessee*	Robert Sweat	res@blueeagleinvestigations.com
Texas			
12	Texas	Cody Cosby	cgc@blueeagleinvestigations.com
Virginia			
13	Virginia	Rashad Gaynor	rg@blueeagleinvestigations.com
West Virginia			
14	West Virginia	Nathan Crum	nec@blueeagleinvestigations.com

* The Nevada and East Tennessee franchisees have signed their franchise agreement but have not commenced operations.

FRANCHISEES THAT TRANSFERRED THEIR FRANCHISE IN 2021: None

FRANCHISES THAT CEASED OPERATIONS IN 2021 OR HAVE NOT CONTACTED US WITHIN 10 WEEKS

Location/Territory	Owner	Email Address
Florida	Jason Bisignano	Jason.bisignano901@gmail.com

* If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT "E"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	Secretary of State		One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231-0001	(518) 473-2492
North Dakota	North Dakota Securities Department		600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities	Salem, OR 97310	(503) 378-4387

		Labor and Industries Building		
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director of Financial Institutions		150 Israel Road SW, Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

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

EXHIBIT "F"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California		Department of Financial Protection and Innovation	Sacramento: 2101 Arena Blvd., Sacramento, CA 95834 San Diego: 1350 Front Street, Room 2034, San Diego, CA 92101-3697 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360

Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Securities Department	600 East Boulevard Avenue, State Capital 5th Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 9033, Olympia, WA 98507-9033	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

EXHIBIT "G"
TO THE FDD

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EXHIBIT "H"
TO THE FDD

DEPOSIT AGREEMENT

PROSPECTIVE FRANCHISE DEPOSIT AGREEMENT

This DEPOSIT AGREEMENT ("Agreement") is made and entered into on _____, by and between **BLUE EAGLE FRANCHISING, LLC** ("Franchisor," "We," "Us" or "Our") and _____ ("You," "Your" or "Prospective Franchisee"). The parties are individually referred herein as a "Party" and collectively as "Parties."

A. You have applied for and desire to acquire an option to purchase an Blue Eagle Investigations® franchise; and

B. You declare that You have fully reviewed the Blue Eagle Investigations® Franchise Disclosure Document and have had such FDD for at least 14 days and familiarized Yourself with the essential aspects of owning a Blue Eagle Investigations® franchise and desire to enter into this Agreement as a result of such independent investigation and not as a result of any separate representations by Us, or Our agents officers or employees, and You further expressly acknowledge that no separate representations, promises or warranties of any kind, express or implied, have been made by Us, Our agents, officers or employees, to induce You to execute this Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. **Grant of Option**. We hereby grant to You an option ("Option") to acquire a Blue Eagle Investigations® franchise under the terms and conditions of the franchise agreement and in accordance with this Agreement within the area set forth on Exhibit "A" attached hereto and by reference made a part hereof. The final boundaries of Your franchise territory will be determined upon exercise of Your Option and set forth in Your franchise agreement. The Option granted herein will expire at 5:00 P.M., Central Time, 30 days from the date hereof unless extended by mutual written consent of the Parties ("Option Period").

2. **Deposit**. Upon execution of this Agreement, You will pay to Us a non-refundable deposit of $5,000. If You exercise Your Option, this sum will be credited against the initial franchise fee set forth in the franchise agreement.

3. **Exercise**. This Option is exercisable by You as follows: 1) Your written notice to Us of Your exercise of the Option; 2) Your execution of the franchise agreement; and 3) payment by You of the full initial franchise fee, all within the Option Period. **Time is of the essence for this Agreement**.

4. **Arbitration of Disputes**. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Johnson County, Kansas, and the laws of the State of Kansas will govern without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

5. **Notices**. All notices permitted or required under this Agreement must be in writing and must be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by telecopy, email or facsimile transmission when confirmed by telecopier, email or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, three days after deposit in the mail addressed as follows:

FRANCHISOR:	**FRANCHISEE:**
Blue Eagle Franchising, LLC 6709 W 119th St., #125 Overland Park, Kansas 66209 Email: info@blueeaglefranchising.com	_____ _____ _____ Email: _____

6. **Binding Effect**. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

7. **Amendment**. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

8. **Authority**. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

9. **Costs & Expenses**. Each Party will pay its own costs and expenses in connection with this Agreement.

10. **Entire Agreement**. This Agreement and exhibits contain the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements between the Parties are hereby terminated with no continuing duties or obligations on the part of the other Party.

11. **Interpretation of Agreement**. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers. The paragraph headings and title of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and will have no effect upon the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Franchisor and Prospective Franchisee have respectively signed this Agreement as of the day and year first above written.

FRANCHISOR:
BLUE EAGLE FRANCHISING, LLC

By: _____
(Signature)
Name: _____

Title: _____

PROSPECTIVE FRANCHISEE:
_____

By: _____
(Signature)
Name: _____

Title: _____

EXHIBIT "A"

Prospective Franchise Deposit Agreement

OPTION BOUNDARIES

Your franchise will be located within the following area upon signing the franchise agreement:

_____
_____
_____

_____ _____
Prospective Franchisee Initial Date

_____ _____
Franchisor Initial Date

EXHIBIT "I"
TO THE FDD

RELEASE AGREEMENT (FORM)

RELEASE AGREEMENT
(Form)

This RELEASE AGREEMENT ("Agreement") is made and entered into _____ by and between **BLUE EAGLE FRANCHISING, LLC** (herein "Franchisor") and _____**, LLC/INC.,** _____**, AND** _____ (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Blue Eagle Investigations® franchise agreement on _____, 20___ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of the ____ day of _____, 20____.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the

English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the non-competition clauses of the Franchise Agreement or their Non-Competition Agreements signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the State of Kansas without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Kansas even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Overland Park, Johnson County, Kansas will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Kansas.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Johnson County, Kansas, and the laws of the State of Kansas will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:	FRANCHISEE:
BLUE EAGLE FRANCHISING, LLC	**_____, LLC/INC.**
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PERSONAL GUARANTOR(S):

By: _____ (print name)_____, personally	By: _____ (print name)_____, personally
Date: _____	Date: _____
By: _____ (print name)_____, personally	By: _____ (print name) _____, personally
Date: _____	Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	State	Effective Date
Illinois	Pending	Virginia	Pending
Michigan	Pending	Washington	Pending
Minnesota	Pending	Wisconsin	February 22, 2022
New York	Pending		

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

(Franchisee's Copy)

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 Blue Eagle 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.

If Blue Eagle 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 the state administrator listed in Exhibit "F." Blue Eagle Franchising, LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

Blue Eagle Franchising, LLC is located at 6709 W 119th St., #125, Overland Park, Kansas 66209. Its telephone number is (913) 685-2583.

The issuance date of this disclosure document is February 9, 2022.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Stu Macfarlane	6709 W 119th St., #125, Overland Park, KS 66209	(913) 685-2583

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

_____

I received a disclosure document dated February 9, 2022, that included the following Exhibits:

A. Franchise Agreement and its Exhibits
B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
G. Table of Contents for Operations Manual
H. Deposit Agreement
I. Release Agreement

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Title (if signing for a company)

_____
Print Name

PLEASE KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

(Franchisor's Copy)

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 Blue Eagle 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.

If Blue Eagle 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 the state administrator listed in Exhibit "F." Blue Eagle Franchising, LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

Blue Eagle Franchising, LLC is located at 6709 W 119th St., #125, Overland Park, Kansas 66209. Its telephone number is (913) 685-2583.

The issuance date of this disclosure document is February 9, 2022.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Stu Macfarlane	6709 W 119th St., #125, Overland Park, KS 66209	(913) 685-2583

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

_____

I received a disclosure document dated February 9, 2022, that included the following Exhibits:

A. Franchise Agreement and its Exhibits
B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
G. Table of Contents for Operations Manual
H. Deposit Agreement
I. Release Agreement

Date: _____ _____

(Do not leave blank) Signature of Prospective Franchisee

_____ _____

Title (if signing for a company) Print Name

Two copies of this receipt have been placed at the end of the disclosure document. Please sign and date the receipt and return one copy to Blue Eagle Franchising, LLC and keep the other for your records. You may return the signed receipt either by signing, dating, and mailing it to Blue Eagle Franchising, LLC at 6709 W 119th St., #125, Overland Park, Kansas 66209, or by emailing a copy of the signed and dated receipt to info@blueeaglefranchising.com.