

FRANCHISE DISCLOSURE DOCUMENT

BEE ORGANIZED ENTERPRISES, LLC.
4227 West 104th Terrace,
Overland Park KS 66207
(913) 735-6409
www.beeorganized.com



The franchise offered is for the business of professional in-home organization services which include evaluation of areas for streamlining and organization and assistance in determining items to retain and discard, then determining and organizing each area, as well as haul away and related services, under the name of Bee Organized® and which is owned by BEE ORGANIZED ENTERPRISES, LLC. and its affiliated companies. The initial entrance or franchise fee is \$30,000.00 for a franchise, as described in Items 5 and 6. The amount of the franchise fee may vary dependent upon the location of a franchise and the number of franchises purchased. The total investment necessary to begin operation of a Bee Organized Enterprises, LLC., franchised business is between \$40,000.00 to \$50,000.00, dependent upon the size and location of your Territory. This includes \$30,000.00 franchise fee and between \$3,000.00 and \$6,000.00 for marketing.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note however that no governmental agency has verified the information contained in this document.**

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising such as "A Consumer's Guide to Buying a Franchise" which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW Washington D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: ~~May 15~~June 1, 2018

STATE COVER PAGE-BEE ORGANIZED ENTERPRISES, LLC.

Your state may have a franchise, business opportunity or other law that requires a franchisor to register or file with a state franchise administrator or other agency before offering or selling in your state. REGISTRATION OR ACCEPTANCE OF A FILING OF A FRANCHISE OR A BUSINESS OPPORTUNITY BY A STATE DOES NOT MEAN THAT THE STATE HAS: REVIEWED OR RECOMMENDS, APPROVES OR ENDORSES THE FRANCHISE OR BUSINESS OPPORTUNITY; OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. If you have any questions about this investment, see an attorney before you sign any contract or agreement and call the state franchise administrator listed in Exhibit C for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE OR ARBITRATE WITH COMPANY ONLY IN KANSAS*. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE IN KANSAS THAN IN YOUR HOME STATE. HOWEVER, THE FRANCHISEE CAN FILE A CIVIL LAWSUIT IN THEIR HOME STATE ALLEGING A VIOLATION OF SUCH STATES FRANCHISE LAW. *Illinois allows Illinois franchisees to sue or arbitrate in Illinois.

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

3. SINCE ITS INCEPTION, THE FRANCHISOR HAS NET OPERATING INCOME OF ~~\$14,724.579,845.~~ AND AS OF FISCAL YEAR, END 12-31-17 FRANCHISOR HAS A POSITIVE NET WORTH OF ~~\$14,724.579,845.~~

4. THE FRANCHISEE'S SPOUSE MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT WHICH ALSO PLACES THE SPOUSES PERSONAL ASSETS AT RISK.

5. WE DO NOT CURRENTLY USE THE SERVICES OF A FRANCHISE BROKER OR REFERRAL SOURCE, TO ASSIST US IN SELLING OUR FRANCHISE. YOU SHOULD BE SURE TO DO YOUR OWN INVESTIGATION OF THE FRANCHISE.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about comparisons of franchisors is available. Call the Federal Trade Commission at (202) 326-2222, the state administrators listed on Exhibit C, or your public library for sources of information. If you learn that anything in this disclosure document is untrue, contact the Federal Trade Commission listed above and the state administrator listed above.

Effective Dates: ~~N/A,~~ (States requiring Registration), California pending.

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EXHIBITS

Exhibit A	Financial Statements as of December 31, 2017 and internal unaudited verified information as of May 14, 2018
Exhibit B	Franchise Agreement, <u>with Appendix “1”</u>
Exhibit C	List of Agents for Service of Process and State Administrators
Exhibit D	Listing and contact information of current franchisees
Exhibit E	State Addendums (<u>N/A California</u>)

ACKNOWLEDGMENTS

ACKNOWLEDGMENT OF RECEIPT OF FRANCHISE-RELATED DOCUMENTS
ACKNOWLEDGMENT OF RECEIPT OF THE BEE ORGANIZED® FRANCHISE DISCLOSURE
DOCUMENT

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

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

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

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

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

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

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

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

Operating BEE ORGANIZED Businesses. As of December 31, 2017, we listed two (2) operating BEE ORGANIZED businesses in the United States (one franchised and one company owned).

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

2. **BUSINESS EXPERIENCE**

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

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

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

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

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

5. **INITIAL FEES**

For a BEE ORGANIZED® franchise, the initial entrance or franchise fee is \$30,000.00. The initial franchise fee is not refundable. The amount of the initial franchise fee may vary dependent upon the location of the franchise and number of franchises purchased which are determined on a case by case basis and there is no range of fees currently available.

There are no other fees or payments you would pay us before you open for business. The total of all of the above initial fees to us are \$30,000.00. For franchises in certain States such as California, payment of these initial franchise fees are deferred per Item 5 of each state's Addendum, including without limitation California.

6. **OTHER FEES**

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

Audit	Cost of inspection or audit	As incurred.	Payable only if you fail to furnish reports or records or if the audit reveals you have understated your Gross Sales by more than 2%.
Interest	1.5% per month.	As incurred.	Payable to us.
Late Fee	\$250. for each notification, non-sufficient funds check or demand for payment.	As incurred.	Payment Demands, non-sufficient funds checks & other Franchise Agreement violations- i.e. failure to timely provide reports & financial statements.
Royalties	8% of monthly Gross Sales.	Monthly	Payable to us throughout the term.
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	You have to reimburse us if we are held liable for claims arising from your operations.
System of Fines	None at this time	N/A	

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

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

(3) Any amounts Franchisee owes to Franchisor or its affiliates shall bear interest, compounded from the date due until fully paid, at the rate of one and one-half percent (1.5%) per month; provided however, in the event such rate exceeds the maximum rate allowable by applicable law, such amounts will bear interest at such maximum rate allowable under applicable law. For example, the highest allowable rate allowed by California is 10% annually.

(4) All other fees except Regional and Local Advertising and Promotion fees are imposed by and payable to us and are non-refundable.

(3)(5) Although we recommend you spend at least 2% of your Annual Gross Sales on Regional and Local Advertising and Promotion, this percentage is merely our recommended minimum and Promotion all such amounts are payable to advertising vendors as incurred.

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (assumes average Territory is \$45,000.00)

Type of Expenditure	Actual or Estimated Amounts	Method of Payment	When Due	To Whom Payment is To Be Made
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11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

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

- (1) Designate your Territory. (Franchise Agreement – Sections 5.10 to 5.13 and Appendix ~~“1-7”~~.) (See Item 12.)
- (2) Provide an initial training program for the operation of the Franchised Business using the BEE ORGANIZED® System. (Franchise Agreement – Sections 3.1.3, 3.1.4, 4.2 i, 12) (See below.)
- (4) Provide pre-opening and opening supervision and assistance by our personnel at your location. (Franchise Agreement – 13.1) You will complete New Franchisee Introductory training prior to your Territory opening.

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

- (1) Provide you a continuing advisory service by telephone or at our home office concerning the operation of your Franchised Business. (Franchise Agreement – Section 4.C).
- (2) Furnish you, at your request, additional assistance beyond our standard support. (Franchise Agreement – Section 4.D) (See Item 6 above).
- (3) Provide you with access to advertising and marketing materials we may develop. (Franchise Agreement – Section 11.) (See Item 6 above and Item 11 below).

Local Advertising and Promotion. We recommend you must spend at least a total of two percent (2%) of your Annual Gross Sales for all National Advertising, Regional and Local advertising and promotion of the Franchised Business and the Marks, each year. We may review your books and records from time to time to determine your expenditures for such advertising and promotion. ~~If we determine that you have not spent the requisite amount, we may require you to pay such unexpended amounts to us directly.~~

You also agree to list and advertise the Franchised Business in the principal regular (white pages) and classified (yellow pages) telephone directories and web-based maps and listings within your Territory, as are specified by us, utilizing our standard forms of listing and advertisements. You shall, at your expense, arrange for all telephone numbers and all web-based and other listings of the Franchised Business to be owned by us, but to be billed to you. Before you use them, samples of all local advertising, promotion and public relations materials not prepared or previously approved by us must be submitted to us for approval, which will not be unreasonably withheld. If you do not receive written disapproval within ten (10) days after the date of receipt by us of the materials, we shall be deemed to have given approval. You may not use any advertising, promotion or public relations materials that we have disapproved.

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

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

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

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

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

Time Until Commerce Operation. Some of the factors affecting this length of time include employee hiring and training, and your own timetable. You are required to commence operating the BEE ORGANIZED® Territory within ~~thirty (30)~~ninety (90) calendar days after the Effective Date of the Franchise Agreement; otherwise the Franchise Agreement shall automatically terminate. (Franchise Agreement–Section 21.3 2.) We shall have no obligation to refund any portion of the initial franchise fee.

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

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 6	10 years
b. Renewal or extension of the term	Section 6	If you have substantially complied with the Franchise Agreement, you can renew for one additional 5-year term.
c. Requirements for you to renew or extend	Section 6	You must be in compliance with your Franchise Agreement and timely send written notice of intent to renew <u>and sign new Franchise Agreement with materially different terms and conditions than original Agreement</u> and Release.
d. Termination by you	Section 7 A	If we breach a material provision of the Franchise Agreement & do not cure within a reasonable time, which shall be no less than 90 days, after your notice to us, you may terminate 10 days after delivery of notice of termination.
e. Termination by us without cause (Not Applicable)	None	---
f. Termination by us with cause	Section 7 B	We can terminate only if you commit any one of several listed violations.
g. "Cause" defined - defaults which can be cured	Sections 7B	You have 10 days to cure for non-payment of sums to us, affiliates or suppliers; 30 days for failure to submit reports, financial data and all other curable breaches of the Franchise Agreement or Company Operating Guidelines or other operational memoranda or use of bad faith in carrying out terms of these franchise provisions. We may withhold shipments on any payment late more than 7 days.
h. "Cause" defined - non-curable defaults	Section 7B	Non-curable defaults: Failure to pay any past due amounts due us or others after 10 days' notice; failure to pass the training program; failure to commence operating the BEE ORGANIZED® Territory within 90 days after the date of the franchise agreement; failure to properly operate the Bee Organized® system according to the Bee Organized® Company Operating Guidelines; failure to strictly adhere to Territory Development Plan and timetable; bankruptcy /insolvency-may not be enforceable under current bankruptcy laws; abandonment; termination of lease; under-reporting Gross Sales twice in a 2 year period; conviction of a felony; impairment of Marks or System; lose business license; unsafe business operation; unauthorized transfer; breach of other agreements with us or our affiliates; and repeated non-sufficient funds checks or defaults even if cured.
i. Your obligations on termination/non-renewal	Section 7E	Pay all amounts owed; return the Software Program & return or destroy all other materials; stop using Marks, System & confidential information; de-identify yourself from us; cancel assumed names; return to us any BEE ORGANIZED® signs; provide us with the names, addresses & telephone numbers of all customers; assign to us your telephone and facsimile numbers, & e-mail and internet addresses, websites, domain names & search engine identifiers; adhere to non-competition provisions. (also see r, below)
j. Assignment of Franchise Agreement by us	Section 8A	No restriction on our right to assign.

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

19. **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

~~We may provide actual sales, costs, income or profits of existing Territory's as provided to us by our franchisees via their Point of Sale systems and none of the information has been generated by us. Any business models, templates or other financial information we produce are merely estimates, with certain sales, purchases, costs, turnover, income, margin and profit and other projections which are only hypothetical estimates (even if referred to as average or normal) and are no guarantee whatsoever of the performance of any potential Territory to be owned, opened or operated by you or any potential franchisee (and will be clearly marked as such). However, we will have a reasonable basis for and written substantiation of any such representations/estimates at the time of any such representation.~~

~~Any discussion with us or our representatives or any information whatsoever provided by us or our representatives concerning any potential Territory's financial performance, including but not limited to projected sales, costs, income or profits are all 100% hypothetical illustrations and Franchisee should understand that they are in no way any guarantee whatsoever of the performance of any potential Territory to be opened, owned or operated by Franchisee and Franchisee should in no way rely thereon. Actual results may vary from unit to unit, and we cannot estimate the results of any particular franchise. Franchisor does not create any financial performance projections and all information is provided by existing franchisees and Franchisor retains a copy of each franchisee's financial information as written substantiation.~~

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

20. **(US) OUTLETS AND FRANCHISE INFORMATION**

Table 1-SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2017

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	0	1	+1
Company Owned	2015	0	1	+1
	2016	1	1	0

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

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

21. FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements dated as of December 31, 2017 and internal unaudited verified information as of May 14, 2018.

22. CONTRACTS

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

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

Exhibit A.	Audited financial Statements as of December 31, 2017, and internal unaudited verified information as of May 14, 2018 (attached)
Exhibit B.	Franchise Agreement (attached)-with Appendix "1"
Exhibit C	List of State Administrators (attached)
Exhibit D	Listing and contact information of current franchisees (attached)
Exhibit E	State addendum to Franchise Disclosure Document and/or Franchise Agreement (N/A) <u>attached</u>)

* EXHIBITS TO FRANCHISE AGREEMENT:

~~Exhibit "A"~~ APPENDIX "1" TERRITORY AND REQUIRED MINIMUM ANNUAL GROSS REVENUE

EXHIBIT “B”

EFFECTIVE DATE: _____



FRANCHISE AGREEMENT

between,

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

And

(hereinafter “**Franchisee**”)

| **Issue Date: ~~May 15~~ June 1, 2018**

COMPANY INITIALS _____

FRANCHISEE INITIALS

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COMPANY INITIALS_____

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_____FRANCHISEE INITIALS

FRANCHISE AGREEMENT

Agreement made this _____ day of _____, 201_, (“Effective Date”) between, **Bee Organized Enterprises, LLC**, a Kansas limited liability company located at 4227 West 104th Terrace, Overland Park KS 66207 (hereinafter called the “**Franchisor**” and also sometimes referred to as “**Company**”) and _____, located at _____, (hereinafter called the “**Franchisee**”), for one Bee Organized business to be operated solely within the boundaries of the location set forth on ~~Exhibit~~ “Appendix “1”.

RECITALS

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

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

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

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

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

COMPANY INITIALS_____

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_____FRANCHISEE INITIALS

A. Access to the “BEE ORGANIZED®” System pertaining to the operation of the Franchised Business;

B. Access to information pertaining to new developments, inventory and techniques in the Franchised Business; and

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

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

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

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

COMPANY INITIALS_____

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____FRANCHISEE INITIALS

authorized for use by and licensed to Franchisee pursuant to this Agreement. All products, services, and any sales, marketing or promotional programs and/or materials of any type of kind concerning same, which are developed presently or in the future by or on behalf of Franchisee in conjunction with, for use in, or arising from or related to the Franchised Business are irrevocably and permanently owned by or exclusively, permanently and unconditionally licensed to the Franchisor for no additional charge to become part of the BEE ORGANIZED® System and for subsequent use by the Franchisor and its affiliates and, if the Franchisor determines, other BEE ORGANIZED® franchises; and

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

M. **Make Prompt Payment of All Amounts Due.** Make prompt payment of all amounts due to the Franchisor and its affiliates and to all suppliers, vendors, lessors, utilities, any landlord and any other creditor of the Franchised Business. The Franchisee or, if the Franchisee is a corporate or other legal entity, all of its owner(s), director(s) and member(s) each individually jointly and severally agree(s) to hold themselves primarily and personally and directly liable as a guarantor(s) for the Franchisees' performance of this Agreement in every respect. Franchisee agrees to pay all invoices and/or requests for payment ("invoices") from Franchisor or any affiliate within the terms specified therein or if not specified then within thirty (30) calendar days of the date of invoice. Franchisee has thirty (30) calendar days from the date of any Franchisor or affiliate invoice to dispute (in writing) the contents thereof and after said thirty (30) calendar days all Franchisor invoices shall be deemed final, unless waived in writing by Franchisor. All amounts due to the Franchisor and its affiliates shall be and are personally guaranteed by all individual owners of the entity operating the Franchised Business, whether invoicing is to the entity or all or some of the individual owners or another entity or party. Any amounts Franchisee owes to the Franchisor or its affiliates shall bear interest, compounded from the date due until fully paid, at the rate of ~~one and one-half~~two percent (~~1.52~~2%) per month; provided however, that in the event such rate exceeds the maximum rate allowable by applicable law, such amounts will bear interest at such maximum rate allowable under applicable law. Franchisee shall also pay the Franchisor and its affiliates a late fee of ~~\$250~~100.00 for: every notification or demand for payment; or non-sufficient funds checks or missed payments; or violation of this Agreement; or failure to timely provide required reports and financial statements. Franchisee acknowledges that the interest and late fee do not constitute the Franchisor's agreement to accept payments after they are due. Time is of the essence of this Agreement. The Franchisor may require, currently or in the future, all amounts which Franchisee owes to the Franchisor or its affiliates to be paid by or through an electronic depository transfer account as further described in the Franchisor's Operating Guidelines. Payments for all amounts shall be in accordance with the procedures set forth in the Bee Organized Operating Guidelines. The Franchisor shall have sole discretion to apply any payments made by Franchisee to any of Franchisee's amounts due to the Franchisor or its affiliates. Franchisee agrees that Franchisee will not, for any reason whatsoever, including without limitation on grounds of the alleged nonperformance by the Franchisor or its affiliates of any obligations hereunder, set off against or withhold payment of any amounts due to the Franchisor or its affiliates; and

N. **Personal liability-Security Interest in Receipts.** Be personally liable for all obligations to Franchisor and its affiliates and grants Franchisor a Security Interest in all of Franchisee's property, accounts, funds and the proceeds thereof that are related to the Franchised Business in any manner whatsoever, to secure same. The Franchisee or, if the Franchisee is a corporate or other legal entity, all of its owner(s), director(s) and member(s) hereby agree(s) to hold themselves primarily and **personally** and directly liable **as a guarantor(s)** for the Franchisees' performance of this Agreement in every respect and consent to personal jurisdiction and venue as provided herein. All current and future amounts due to Franchisor and its affiliates shall be and are personally guaranteed by all individual owners and their spouses of the entity operating the Franchised Business, whether invoicing is to the entity or another entity or all or some of the individual owners. Franchisee and all individual owners hereby also hereby

grants Franchisor an unrestricted first priority **Security Interest** in any and all receipts, accounts, receivables and proceeds of the Franchised Business (including but not limited to insurance proceeds) owned by or in Franchisee's possession (related to the Franchised Business in any manner whatsoever) and all current and hereafter acquired shares of stock, membership interests or any other units of ownership in the entity listed as Franchisee and/or operating the Franchised Business(s) owned or held by any individual owners and all proceeds thereof, all as security for any and all current and future amounts owed Franchisor and any of its affiliated entities. This Guaranty and Security Agreement shall be fully enforceable without signing any other separate documents, however any such separate documents if any that are signed by Franchisee are hereby incorporated herein in and shall be in addition to this Guaranty and Security Agreement. Franchisee shall pay all costs incurred in connection with the provision and maintenance of all guarantees and security agreements. In addition to other remedies, in the event Franchisee fails to pay any overdue invoices within seven (7) calendar days after the due date, in addition to all other remedies, Franchisor and its affiliates shall be entitled to delete Franchisee's name and listing from any Be Organized listing, website or electronic or social media or similar account; and

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

P. **Convention.** Shall attend, if Franchisor requires, a national business meeting or convention of franchisees once per calendar year at Franchisee's expense and at a location, which the Franchisor selects; and

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

Franchisor shall not charge a renewal fee. At any time after expiration of the term (initial or as extended in writing) of Franchisee's Franchise Agreement, Franchisor may notify Franchisee of the requirement that Franchisee sign the Franchisor's franchise and ancillary agreements in use by Franchisor at the time of such notice and failure by Franchisee (and all Franchisee's shareholders or partners, if Franchisee is a corporation or a partnership) to timely sign such agreement(s) and releases within thirty (30) calendar

EXHIBIT A-APPENDIX "1"

TO THE BEE ORGANIZED® FRANCHISE AGREEMENT, DATED EFFECTIVE: _____,

**FRANCHISE TERRITORY AND
REQUIRED MINIMUM ANNUAL GROSS REVENUE AMOUNTS AND SCHEDULE**

As provided in the above franchise agreement, the following information is hereby specified for inclusion in the franchise agreement.

1. **Franchise Location-Territory:** the franchise location and Territory of the Bee Organized® Franchised Business are the geographical area described as within the following current U.S. Postal Zip Codes:

_____.

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

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

<u>Calendar Year*</u>	<u>Minimum Gross Revenue Amount</u>
Year # 1	\$ _____
Year # 2	\$ _____
Year # 3	\$ _____
Year # 4	\$ _____
Year # 5	\$ _____
Year # 6	\$ _____
Year # 7	\$ _____
Year # 8	\$ _____
Year # 9	\$ _____
Year # 10	\$ _____

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

**BEE ORGANIZED
FRANCHISE, INC.**

FRANCHISEE

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

COMPANY INITIALS_____

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____FRANCHISEE INITIALS

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

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

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

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

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

Tallahassee, FL 32314
(850) 245-6953

Tallahassee, FL 32399
(850) 488-2221

STATE

REGISTERED AGENTS

REGULATORY AUTHORITIES

GEORGIA

Corporations Division
Suite 313 West Tower
2 Martin Luther King Jr. Dr.
Atlanta, GA 30334-1530
(404) 656-2817

Office of Consumer Affairs
No. 2 - Martin Luther King Dr
Plaza Level, East Tower
Atlanta, GA 30334
(404) 656-3790

ILLINOIS

Illinois Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Illinois Securities Department
~~Jefferson Terrace~~ 421 E. Capitol Ave.,
~~300 West Jefferson St., Suite 300A~~ 2nd Floor
Springfield, IL ~~62702~~ 62701
(217) 782-2256

INDIANA

Secretary of State
Administrative Offices
201 State House
Indianapolis, IN 46204
(317) 232-6681

Indiana Office of Attorney General
Consumer Protection Division
302 West Washington Street, IGCS 5th Floor
Indianapolis, IN 46204
(317) 232-6330

IOWA

Iowa Secretary of State
1007 East Grand Avenue
Room 105, State Capitol
Des Moines, IA 50319
(515)-281-8993

Iowa Securities Bureau
Second Floor
Lucas State Office Building
Des Moines, IA 50319
(515) 281-4441

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Office of Attorney General-Securities Div.
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
525 W. Ottawa
670 Law Building
Lansing, MI 48913
(517) 373-7117

Franchise Administrator-Consumer Protection
Antitrust and Franchise Unit
Dept. of Attorney General
PO Box 30213
Lansing, MI 48909
(517) 373-7117

MINNESOTA

Minnesota Commissioner of
Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 296-6328

Department of Commerce
Registration Division
133 East 7th Street
St. Paul MN 55101
(651) 296-6328

NEW JERSEY

National Registered Agents, Inc. of NJ
100 Canal Pointe Blvd., Suite 212
Princeton, NJ 08540

(Not Applicable)

<u>STATE</u>	<u>REGISTERED AGENTS</u>	<u>REGULATORY AUTHORITIES</u>
NEW YORK	Secretary of State of the State of New York <u>SecuritiesEconomic Justice</u> 162 Washington Street <u>Albany, NY 12231</u> <u>Albany, NY 12231</u>	Assistant Attorney General Bureau <u>Division</u> of Investor Protection and <u>Investor Protection Bureau</u> New York State Department of Law 120 Broadway, 23rd Floor <u>28 Liberty Street</u> New York, NY 10271 <u>New York, 10005</u> (212) 416- 8211 <u>8236</u>
NORTH CAROLINA	(Not Applicable)	North Carolina Department of the Secretary of State P.O. Box 29622 Raleigh, NC 27626- 0622 (919) 807-2000
NORTH DAKOTA	North Dakota Securities Department Fifth Floor 600 East Boulevard Bismarck, ND 58505	Franchise Examiner North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OHIO	(Not Applicable)	Attorney General's Office Consumer Protection Section 25th Floor, State Office Tower 30 E. Broad Street - 14th Floor Columbus, OH 43215 (614) 466-8831
OKLAHOMA	(Not Applicable)	Oklahoma Department of Securities Suite 860, First National Center 120 N. Robinson Oklahoma City, OK 73102 (405) 280-7700
PENNSYLVANIA	National Registered Agents, Inc. State of Pennsylvania, County of Dauphin 600 North Second Street, Suite 401 Harrisburg, PA 17101	(Not Applicable)
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Dept. of Consumer & Bus. Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387

CALIFORNIA ADDENDUM TO BEE ORGANIZED ENTERPRISES, LLC UNIFORM FRANCHISE DISCLOSURE DOCUMENT FOR BEE ORGANIZED ENTERPRISES, LLC FRANCHISE, INC., AS OF ~~MAY 15~~JUNE 1, 2018

This Addendum to BEE ORGANIZED ENTERPRISES, LLC Franchise Disclosure Document supplements and modifies the BEE ORGANIZED ENTERPRISES, LLC Franchise Disclosure Document of BEE ORGANIZED ENTERPRISES, LLC Franchise, Inc. dated ~~May 15~~June 1, 2018 for all franchises in California. Registration of this franchise with the State of California does not constitute approval, recommendation, or endorsement by the ~~Commissioner~~Department of ~~Corporations~~Business Oversight.

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

Item I-THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES:

Our agent for service of process is the California ~~Commissioner~~Department of ~~Corporations~~Business Oversight, and the successors in office.

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

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

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

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

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

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

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

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