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THIS OFFERING IS A PRIVATE PLACEMENT WHICH IS NOT REGISTERED WITH THE SEC. THE SECURITIES HAVE RESTRICTIONS ON THEIR TRANSFER.

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## BEEOTTO, LLC

### SUBSCRIPTION AGREEMENT

This Subscription Agreement is made by and between BEEOTTO, LLC, a Delaware limited liability company (the “Company”) and the undersigned subscriber (the “Subscriber”).

EACH SUBSCRIBER IS RELYING UPON HIS OR HER OWN INVESTIGATION OF THE COMPANY AND ITS BUSINESS (OR UPON THE INVESTIGATION OF HIS OR HER PURCHASER REPRESENTATIVE) AND HAS CONSULTED WITH HIS OR HER OWN LEGAL COUNSEL OR OTHER ADVISORS AS NECESSARY TO MAKE AN APPROPRIATE DECISION CONCERNING AN INVESTMENT IN THE COMPANY. NO OFFERING DOCUMENT HAS BEEN REVIEWED OR PASSED UPON BY THE COMPANY’S COUNSEL, ACCOUNTANTS OR OTHER INDEPENDENT PARTIES. THE COMPANY’S COUNSEL HAS NOT PROVIDED ANY ASSISTANCE IN THE DISCLOSURE PROCESS AND HAS NOT PASSED UPON THE ADEQUACY OR ACCURACY OF DISCLOSURE PROVIDED TO INVESTORS, THE REPRESENTATIONS MADE TO INVESTORS OR THE QUALIFICATION OF INVESTORS.

It is hereby agreed as follows:

**Subscription.** Subscriber hereby applies to become a member in the Company and to purchase all or a portion of a Class B Membership Unit or Units (“Class B Unit”), in accordance with the terms and conditions of this Subscription Agreement (the “Agreement”). Such subscription may be rejected in whole or in part for any reason. The obligations of Subscriber to purchase the Class B Units as provided in this Subscription Agreement shall be absolute and subject to no conditions.

**Risk Factors.** An investment in the Class B Units of the Company involves a high degree of risk and should be regarded as speculative. As a result, the purchase of the Class B Units should be considered only by persons who can reasonably afford a loss of their entire investment. In addition to the other information contained in this document, prospective investors should consider carefully the following risk factors before purchasing Class B Units.

Subscriber acknowledges and understands that the Company proposes to provide affordable exclusive cable TV at prime times and digital radio spots and other social media products to Main Street merchants. Subscriber further acknowledges and understands that any investment in the Company is highly speculative and subject to a high degree of risk. These risks include, but are not limited to, the following:

Expansion Costs. The Company currently believes it will need \$1,500,000 of capital reflected in its proforma to achieve the projections contained herein (“Initial Capital Raise”). The first three funding rounds shall not exceed \$1,500,000. To the extent the proceeds of this Initial Capital Raise are insufficient the Company intends to raise further funds by equity investment (“Future Capital Raise”).

No Assurance of Profitable Operations. The Business Plan of the Company projects revenue and expenses based upon the best estimates of management. In the event the Company falls short of its revenue goals or incurs unanticipated expenses, the Company will be unable to make the projected distributions.

Arbitrary Offering Price. The Company has arbitrarily determined the offering price per Class B Unit. Among the factors considered were estimates made by the principals as to the future prospects of the Company and its operations, expenses and potential revenues. Such estimates were prepared by the principals based on their present operational experience. There can be no assurances the projections prepared by the principals for the Company will be achieved.

Interest in any Profits and Cash Distributions. The Company has to date Two Hundred and Eighty Three (283) outstanding Class A Units held by the Founder of the Company. The Company plans to issue up to an additional thirty (30) Class B Units in the first three funding rounds. The Company has authorized for sale thirty (30) Class B Units for \$50,000 each. The Company can sell a one-half (1/2) Class B Unit for \$25,000. The total aggregate number of Class B Units sold in the Three Capital Raises shall not exceed thirty (30). Class B unit member’s investing in the first funding round shall receive a one (1%) percent interest in the Company. Class B unit member’s investing in the second funding round shall receive three quarters of one percent (3/4%) percent interest in the Company. Class B unit member’s investing in the third funding round shall receive a one-half of a (1/2%) percent interest in the Company. Class B unit members interest will not be diluted by future Company raises of capital for expansion.

Any distributions of net income from the Company to its Class A Unit Members and Class B Unit Members will be made in accordance to their Membership Interest. Class B Unit Members shall be entitled to receive an annual cumulative return of cash flow of six percent (6%) of the Class B Unit Members investment (hereinafter referred to as the “Preferred Return”). The six

percent (6%) Preferred Return shall accrue upon payment of each installment of the purchase price. If total distribution do not satisfy this Preferred Return then the amount of unpaid Preferred Return shall be paid to each Class B Unit Holder upon the sale of the Company before any distributions are made of sale proceeds to any other Members of the Company. In the event of a sale of the Company, the Class B Unit Members (owning a whole or half unit) will then receive the percentage of ownership depend on the funding round they invested in of the balance of the net sale proceeds. The percentage for each Class B Unit shall not be diluted by future Company raises of capital for future expansion.

#### Compensation of Founders.

The “Founder” of the Company and the owner of all Class A Units are Beeotto Founders, LLC, a Delaware limited liability company whose controlling members are Steven M. Errato, Robert A. Errato, Robert M. Errato, Greg Mondo and Robert A. Costanzo. Steven M. Errato, Beau Segal and Greg Mondo shall not receive any compensation from the Company for the first (3) Three periods of the Company’s operation, thereafter, their compensation (if any) shall be determined by the Board of Directors. The Company shall not pay Robert M. Errato a salary until the beginning of the forth-operating period. Thereafter, Robert M. Errato shall then be paid an annual salary of not less than \$180,000.

Dilution. Investors in this Initial Capital Raise will not experience dilution in their investment upon any Future Capital Raise. Any Future Capital Raise will dilute only Class A Units. Class B Units will have the option to participate in any Future Capital Raise.

Lack of Transferability, Marketability and Liquidity of the Class B Units. There will be no public market for the Class B Units following the completion of this offering and it is not likely that a public market for the Class B Units will develop in the near future. Consequently, investors should be prepared to remain members of the Company indefinitely. The Class B Units have not been registered under the Securities Act of 1933, as amended (the “Act”), or any state securities laws, and are being offered in reliance on certain exemptions contained in the Act and such state securities laws. The Class B Units may not be sold or transferred except with the approval of the Board, which approval may be withheld in their sole discretion and arbitrarily. Furthermore, Class B Units may not be sold or transferred except pursuant to an opinion of counsel satisfactory to the Company to the effect that registration under the Act is not required. Any transfer of the Class B Units will be subject to substantial restrictions set forth in the Operating Agreement.

Minimal Capital. The Company will rely on the capital being raised in this offering to expand its business, to market its services, to pay a portion of its debt, to establish an office and to pay legal costs associated with this offering. Funds from this offering will also be used for general working capital. There can be no assurances such funding will be sufficient. If the concept or the amount of funding is not sufficient to obtain profitable business operations and the Company is liquidated, there will very likely not be any assets in the Company for payment to the members.

Dependence on Key Personnel. The Company's development of its concept and business is dependent on the experience and management skills of Robert M. Errato and other Board Members, and the loss of one of these persons could have a material adverse effect on the Company.

Unreliability of Projections. The Company has prepared a Business Plan. Such projections were prepared from the current operating costs, and the Company's projections of its gross profit on expanded revenues. In making its projections, the Company has also relied on its experience with a very similar business operated by Robert M. Errato, and Gregory Mondo, known as BThrifty. Subscribers should carefully review with the representatives of the Company the various critical assumptions made by the Company and the various estimates that were made in preparing the projections. The projections were not prepared with a view toward compliance with the Association of Independent Certified Public Accountants guidelines for projections. The assumptions and estimates are uncertain and the actual results of the Company will vary from the projected results and could vary substantially.

**Representations.** Subscriber represents and warrants as follows:

Subscriber understands that the Class B Units have not been registered under the Act or the securities laws of any states, and that Subscriber has no right to require such registration;

Subscriber is purchasing the Class B Units for its own account for investment, not for the interest of any other person, and not for resale to others;

Subscriber has such knowledge and experience in financial and business matters that it is capable of seeking out and evaluating the information relevant to evaluating the Company, the proposed activities thereof, and the merits and risks of the prospective investment, and to make an informed investment decision in connection therewith.

Subscriber realizes that, since the Class B Units are restricted and cannot be readily sold, Subscriber may not be able to sell or dispose of its Class B Units and, therefore, that Subscriber must not purchase the Class B Units unless Subscriber has liquid assets sufficient to assure that such purchase will cause no undue financial difficulties;

Subscriber understands that all information which Subscriber has provided to the Company concerning Subscriber, Subscriber's financial position and knowledge of financial and business matters is correct and complete as of the date set forth below and, if there should be any material change in such information prior to the acceptance of this subscription, Subscriber shall promptly notify the Company thereof;

If an individual, Subscriber is over 21 years of age. If Subscriber is acting in a representative

capacity for a corporation, partnership or other business entity, such entity is validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to subscribe and perform its obligations hereunder, has taken all action necessary to purchase the Class B Units pursuant to this Subscription Agreement, and was not organized for the purpose of acquiring the Class B Units;

Subscriber warrants that Subscriber is an “accredited investor” within the meaning of Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission and, in connection therewith, Subscriber falls within one or more of the following categories as initialed:

(i) An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; \_\_\_\_\_ (Initial)

(ii) A director or executive officer of the Company; \_\_\_\_\_ (Initial)

(iii) A corporation, Connecticut or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of 5,000,000; \_\_\_\_\_ (Initial)

(iv) A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1,000,000; \_\_\_\_\_ (Initial)

(v) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; \_\_\_\_\_ (Initial)

(vi) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or \_\_\_\_\_ (Initial)

(vii) An entity in which all of the equity owners are accredited investors; \_\_\_\_\_ (Initial)

Subscriber has been provided with all materials and information requested, to the extent possessed or obtainable by the Company without unreasonable effort and expense, including any

information requested to verify information furnished. Subscriber acknowledges receipt of the material and information listed on Exhibit A attached hereto. There has been made available to Subscriber the opportunity to ask questions of, and receive answers from, the Company and the officers, employees, and representatives of the Company concerning the terms and conditions of this offering;

Except as set forth in the proforma prepared by the Company as good faith projections, no party has made any representations to Subscriber as to the profitability, if any, of the Company, nor has Subscriber relied on any statements made by any persons concerning the value of the investment in the Class B Units or the risks associated therewith. Subscriber has made such inquiries as deemed necessary to make an informed decision, independent of any representations by any persons connected in any way with the Company.

**Binding Subscription.** This Subscription Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective heirs, executors, legal representatives, successors and assigns of the parties hereto.

**Indemnification.** Subscriber acknowledges that it understands the meaning and legal consequences of the representations and warranties contained herein, and it hereby agrees to indemnify and hold harmless the Company and each affiliate thereof from and against any and all loss, damages or liability due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

**Acceptance.** It is understood that this Subscription Agreement is not binding on the Company unless and until it is accepted by it in its sole discretion as evidenced by the counter-execution below.

**Designation of Ownership.** Subscriber wishes to own its Class B Units as follows:

\_\_\_\_\_ Separate or individual property. (In community property states, if the purchaser is married, his/her spouse must sign Spouse's Consent Form.)

\_\_\_\_\_ Husband and wife as community property. (Community property states only.)

\_\_\_\_\_ Joint tenants with right of survivorship. (Both parties must sign.)

\_\_\_\_\_ Tenants in common. (Both parties must sign.)

\_\_\_\_\_ Trust. (Include name of trust, name of trustee, and date trust was formed.)

\_\_\_\_\_ Partnership.

\_\_\_\_\_ Corporation.

\_\_\_\_\_ Other (indicate):

**Number of Class B Units.** Subscriber hereby subscribes for \_\_\_\_\_ Class B Units payable by a transfer to Company of \$125,000 per unit or proportionately reduced for less than one full Unit.

The Subscriber has executed this Subscription Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Signature of Subscriber's Spouse or Other Subscriber [if applicable]

\_\_\_\_\_  
Please type or print name of Subscriber as it appears above

\_\_\_\_\_  
Please type or print name of Subscriber's Spouse or Other Subscriber as it appears above [if applicable]

\_\_\_\_\_  
Social Security or Employer Identification Number of Subscriber

\_\_\_\_\_  
Social Security or Employer Identification Number of Subscriber's Spouse or Other Subscriber

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City            State            Zip Code

\_\_\_\_\_  
City            State            Zip Code

The Subscription Agreement is hereby accepted by the Company as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BEEOTTO, LLC  
By: \_\_\_\_\_  
Robert M. Errato, Managing Member