

FRANCHISE DISCLOSURE DOCUMENT

Legendary Q Brands, L.L.C.
An Oklahoma limited liability company
6570-B East 51st Street
Tulsa, Oklahoma 74145
(855) 266-6371
www.billysimsbbq.com



The franchise offered is for a restaurant offering a menu specializing in barbequed food items, including smoked sausages, chicken, ribs, pork and beef, as well as side dishes, and soft drinks under the name "Billy Sims Barbeque". You may also choose to offer beer at your restaurant. A Billy Sims Barbeque restaurant offers lunch and dinner menus for dine-in, take-out, and catering, and operates using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos.

The total investment necessary to begin operation of a Billy Sims Barbeque franchise is \$164,200 to \$427,600. This includes between \$25,200 to \$25,600 that must be paid to the franchisor and/or its affiliate, as appropriate. Please see Items 5 and 7 for additional details.

If you enter into a Multi-Unit Development Agreement to develop at least three (3) Restaurants, when you sign the Multi-Unit Development Agreement you will pay a reservation fee equal to \$12,500 for each Restaurant to be developed under the Multi-Unit Development Agreement. The total initial investment will vary depending on the number of Restaurants to be developed under this agreement.

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 the 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you, including an electronic version. If you elect to receive an electronic version, you, may wish to print or download the disclosure document for future reference. You have the right to receive a paper copy of the disclosure document until the time of sale. To obtain a paper copy, or to discuss the different formats, contact Ryan Gray by email at ryan@billysimsbbq.com, by mail at 6570-B East 51st Street, Tulsa, OK 74145, or by phone at (855) 266-6371.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 New York Avenue, NW, Washington, DC 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.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit I 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 AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN OKLAHOMA. OUT-OF-STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND/OR ARBITRATE WITH US IN OKLAHOMA THAN IN YOUR OWN STATE.**
- 2. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT OKLAHOMA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO RESOLVE CLAIMS THAT ARE NOT SUBJECT TO MEDIATION AND ARBITRATION WITH THE FRANCHISOR ONLY IN THE JUDICIAL DISTRICT IN WHICH WE HAVE OUR PRINCIPAL PLACE OF BUSINESS IN OKLAHOMA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH FRANCHISOR IN OKLAHOMA THAN IN YOUR HOME STATE.**
- 4. EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC AMENDMENT THAT MAY BE ATTACHED TO THE FRANCHISE AGREEMENT FOR DETAILS.**
- 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

**THE EFFECTIVE DATES OF THIS DISCLOSURE DOCUMENT
FOR CERTAIN STATES LISTED BELOW**

EFFECTIVE DATE FOR THE STATES LISTED BELOW:

April 30, 2012

ALABAMA	KENTUCKY	NORTH CAROLINA
ALASKA	LOUISIANA	OHIO
ARIZONA	MAINE	OKLAHOMA
ARKANSAS	MASSACHUSETTS	OREGON
COLORADO	MISSISSIPPI	PENNSYLVANIA
CONNECTICUT	MISSOURI	SOUTH CAROLINA
DELAWARE	MONTANA	TENNESSEE
DISTRICT OF COLUMBIA	NEBRASKA	TEXAS
GEORGIA	NEVADA	VERMONT
IDAHO	NEW HAMPSHIRE	WEST VIRGINIA
IOWA	NEW JERSEY	WYOMING
KANSAS	NEW MEXICO	

OTHER EFFECTIVE DATES:

CALIFORNIA:	Not registered
FLORIDA:	Not registered
HAWAII:	Not registered
ILLINOIS:	Not registered
INDIANA:	Not registered
MARYLAND:	Not registered
MICHIGAN:	Feb. 25, 2012
MINNESOTA:	Not registered
NEW YORK:	Not registered
NORTH DAKOTA:	Not registered
RHODE ISLAND:	Not registered
SOUTH DAKOTA:	Not registered
UTAH:	Not registered
VIRGINIA:	Not registered
WASHINGTON:	Not registered
WISCONSIN:	Not registered

Franchisor:

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