

DEPARTMENT OF CORPORATIONS
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APR 18 2013

FRANCHISE DISCLOSURE DOCUMENT

UBuildIt Holdings, LLC
an Oklahoma limited liability company
3209 South Broadway Suite 227
Edmond, Oklahoma, 73013
866-ubuildit
www.UBuildIt.com

You will offer a comprehensive consulting system that guides consumers on a step-by-step system of managing their residential construction projects

The total investment necessary to begin operation of your first UBuildIt franchise ranges from \$53,700 to \$148,100 spent over your first six months of operation; the estimated initial investment for each additional franchise ranges from \$52,700 to \$135,600, spent over your first six months of operation. This includes the initial franchise fee of \$37,500 for your first franchise and \$25,000 for each additional franchise that must be paid to UBuildIt Holdings, LLC

The total investment necessary to begin operation of a UBuildIt Small Market franchise ranges from \$37,700 to \$78,000 spent over the first six months of operation. This includes an initial franchise fee of \$27,500 that must be paid to UBuildIt Holdings, LLC. The total investment necessary to begin operation of a UBuildIt Micro Market franchise ranges from \$23,500 to \$68,500 spent over the first six months of operation. This includes an initial franchise fee of \$19,500 that must be paid to UBuildIt Holdings, LLC.

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, UBuildIt Holdings, LLC 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. To discuss the availability of disclosures in different formats, contact the Director of Franchise Development at 3209 South Broadway Suite 227, Edmond, Oklahoma, 73013, 1-866-ubuildit.

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UBuildIt Holdings, LLC
Franchise Disclosure 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 an accountant.

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

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

Issuance Date: April 1, 2013

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 THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on Exhibit D 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 REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION OR ARBITRATION IN OKLAHOMA COUNTY, OKLAHOMA WE ALSO MAY CHOOSE TO LITIGATE MATTERS RELATING TO OUR TRADEMARK OR INTELLECTUAL PROPERTY IN ANY STATE WITH JURISDICTION. OUT-OF-STATE MEDIATION, ARBITRATION, OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST YOU MORE TO MEDIATE, ARBITRATE, OR LITIGATE WITH US IN OKLAHOMA THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT OKLAHOMA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 THE FRANCHISE AGREEMENT PROVIDES THAT CLAIMS OF THE FRANCHISEE AGAINST THE FRANCHISOR ARISING OUT OF THE FRANCHISE AGREEMENT MUST BE ASSERTED NO LATER THAN ONE YEAR FROM THE DATE OF THE CAUSE OF ACTION ACCRUES, BY DELIVERING NOTICE OF THE INTENT TO INVOKE THE DISPUTE RESOLUTION PROCESS BETWEEN THE PARTIES PROVIDED FOR IN THE FRANCHISE AGREEMENT. THIS MAY BE SHORTER THAN THE STATUTE OF LIMITATIONS OTHERWISE PROVIDED FOR IN THE LAWS OF YOUR STATE
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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
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