



FRANCHISE DISCLOSURE DOCUMENT

UBuildIt Holdings, LLC
an Oklahoma limited liability company
3209 South Broadway Suite 227
Edmond, Oklahoma, 73013-4063
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. You will coach homeowners to act as their own general contractors in remodeling or building their homes.

The total investment necessary to begin operation of a UBuildIt franchise ranges from \$98,700 to \$187,700 for your first franchise, and \$59,200 to \$158,200 for additional franchises. This includes \$29,500 that must be paid to the franchisor or affiliate.

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, 73013-4063, 1-866-ubuildit.

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.

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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 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 YOU TO RESOLVE DISPUTES WITH US ONLY BY MEDIATION OR ARBITRATION IN OKLAHOMA. 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 LITIGATE, ARBITRATE, OR MEDIATE 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. YOU RECEIVE AN EXCLUSIVE TERRITORY BUT IF YOU DO NOT ACHIEVE OUR MINIMUM SALES QUOTAS, YOU MAY LOSE CERTAIN TERRITORIAL PROTECTIONS GRANTED IN YOUR FRANCHISE AGREEMENT AND FACE ADDITIONAL COMPETITION.

4. ON TERMINATION OF YOUR FRANCHISE AGREEMENT FOR ANY REASON, THE FRANCHISOR HAS THE RIGHT TO BUY THE TANGIBLE ASSETS OF YOUR BUSINESS FOR THEIR NET BOOK VALUE.

5. YOUR DESIGNATED OPERATING MANAGER AND EACH EQUITY OWNER OF THIS FRANCHISE MUST PERSONALLY GUARANTEE THE TERMS OF THE FRANCHISE AGREEMENT, THEREBY PLACING PERSONAL ASSETS AT RISK. YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL

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