FRANCHISE DISCLOSURE DOCUMENT

UBuildIt Holdings, LLC
an Oklahoma limited liability company
5120 Gaillardia Corporate Place
Oklahoma City, OK 73142
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. Using our proprietary manuals, 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 $112,400 to $227,000 for your franchise. This includes $42,000 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 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 35120 Gaillardia Corporate Place, Oklahoma City, OK, 73142, 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 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, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 and Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only UBuildIt business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a UBuildIt franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State-Specific Addenda. See the Table of Contents for the location of the State-Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** 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. **Inventory Control.** You receive an exclusive franchise territory but if you do not make the required minimum purchases of Client Manuals, you may lose certain territorial protections granted in your Franchise Agreement and face additional competition.

3. **Spousal Liability.** 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 and personal assets at risk if your franchise fails.

4. **Trademarks.** Some of the trademarks that you will use in your business are not federally registered. If the franchisor's right to use these trademarks in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

5. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

Table Of Contents

Item **Page Number**

Item 1: The Franchisor And Any Parents, Predecessors, And Affiliates. ..... *5~~6~~*

Item 2: Business Experience. ..... *6~~7~~*

Item 3: Litigation. ..... *7~~8~~*

Item 4: Bankruptcy ..... *7~~8~~*

Item 5: Initial Fees. ..... *7~~8~~*

Item 6: Other Fees. ..... *8~~9~~*

Item 7: Estimated Initial Investment. ..... *11~~13~~*

Item 8: Restrictions On Sources Of Products And Services. ..... *15~~16~~*

Item 9: Franchisee's Obligations ..... *17~~18~~*

Item 10: Financing. ..... *18~~19~~*

Item 11: Franchisor's Assistance, Advertising, Computer Systems, And Training ... *18~~20~~*

Item 12: Territory ..... *24~~25~~*

Item 13: Trademarks ..... *25~~26~~*

Item 14: Patents, Copyrights, And Proprietary Information. ..... *27~~28~~*

Item 15: Obligation To Participate In Operation Of The Franchised Business. ..... *28~~29~~*

Item 16: Restrictions On What The Franchisee May Sell ..... *29~~30~~*

Item 17: Renewal, Termination, Transfer And Dispute Resolution. ..... *29~~30~~*

Item 18: Public Figures. ..... *32~~33~~*

Item 19: Financial Performance Representations. ..... *33~~34~~*

Item 20: Outlets And Franchisee Information. ..... *33~~34~~*

Item 21: Financial Statements. ..... *37~~38~~*

Item 22: Contracts. ..... *37~~38~~*

Item 23: Receipts ..... *37~~38~~*

EXHIBITS

Exhibit A Financial Statements

Exhibit B Franchise Agreement

Exhibit C List of Franchisees and Certain Former Franchisees
Exhibit D List of State Authorities and Registered Agents
Exhibit E Summary of Special Laws and Regulations
Exhibit F State Addenda
Exhibit G Assignment of Franchisee's Listings
Exhibit H Option Agreement
Exhibit I Table of Contents of Operations Manual
Exhibit J Receipts

UBUILDIT®

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

To simplify the language in this Disclosure Document, UBUILDIT®, "we," "us," or "our" means UBuildIt Holdings, LLC, the franchisor. "You" means the person or persons, including legal entities and their owners that buy the franchise.

Franchisor's Name, Predecessors, and Affiliates. UBuildIt Holdings, LLC is an Oklahoma limited liability company formed on March 15, 2011 that has offered these franchises since May 1, 2011 as its sole business operation. We purchased our name and certain contract rights effective May 1, 2011 from UBuildIt Corporation, formerly UBuildIt Franchise Corporation, which was formed on December 22, 1997 in Kirkland, Washington. UBuildIt Corporation's sole business was to offer and administer franchises of the kind offered by this Disclosure Document from 1998 to 2009; it was dissolved in 2011 and has no current business address. We do not operate any businesses of the kind being offered ourselves. However, Braudrick Construction, LLC, an Oklahoma limited liability company formed in September 2006, is owned by Bob Braudrick, our controlling member, and owns and operates several UBuildIt franchised businesses. It has done business under the trade name "UBuildIt" at our address since May 2006, and through a sole proprietorship as an independent home construction company as "Braudrick Construction" since 1995. Kirby Marketing, LLC, an Oklahoma limited liability company formed on December 15, 2016, has in the past provided local marketing plans and services to franchisees. Bob Braudrick is its controlling member.

We have no parent entities and have had no other predecessors or affiliates in the last ten years. None of our predecessors or affiliates has offered franchises in this or any other line of business except as noted above.

Business Name, Address, Agents for Service. We do business under the name "UBUILDIT", and under our corporate name. Our principal business address is 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142. Our agents for service of process are listed in Exhibit D.

We also may offer over the Internet home improvement information, books, stock home plans, construction calculators, construction materials, loans, insurance, and real estate sales. We do not engage in any other business activities. We have not previously conducted a business of the type you will operate, but our manager is the owner and operator of several franchised "UBuildIt" business, noted above. Our business system is derived from the business experience of our manager and employees and our predecessor, described above and in Item 2. We have not offered franchises in other lines of business, and do not now intend to do so. We have no other predecessors or affiliates that have offered franchises for the same or similar businesses or other lines of business or who intend to do so.

Franchisor's Business and Franchises to be Offered. We offer a franchise of a system of guiding consumers to manage their residential construction projects. You will operate a "UBuildIt" business under a license to use our business system, know-how, and trademarks. You will act as a consultant to coach homeowners and prospective homeowners to act as their own general contractors. The consulting services

are customizable to meet clients' needs within our standards. You may, for example, help to find and evaluate land, evaluate goals and set budgets, recommend subcontractors or procure subcontractor bids, and make ongoing site visits from beginning to end of a client's construction project. To conduct the business, you will provide to each client our Planning Manual for the planning stage of his or her project, and a Construction Manual for the building stage. The Planning Manual and Construction Manuals ("Client Manuals") are proprietary to us and trademarked, and you buy them through us from our designated source.

A franchise gives you the right to operate from only a single location, but you may enter into agreements for more than one franchise.

You will market your services to homeowners and prospective homeowners wishing to build or remodel homes by acting as their own general contractors. Clients tend to be middle-to upper-income. Business tends to increase during the spring, and to decrease correspondingly in the winter. You will have to compete with national and local businesses offering similar services. Your competition will also include general contractors who perform residential construction, construction management companies, and remodeling services.

Exhibit E to this Disclosure Document summarizes certain special laws or regulations that apply to this franchise. Most states and many local jurisdictions have special laws, regulations, building codes, permitting requirements and ordinances governing construction projects, contractor registration, bonding laws, and laws for those who self-contract the building of structures. Certain states, including among others Alabama, Arizona, California, Connecticut, Nevada, South Carolina, and Utah require that you or your employee be a licensed contractor to operate your franchised business, even though you will not perform any general contracting through the business. Certain areas of Florida require an owner-builder to take a test before building a home. Texas law requires a client to have a contract to build a home to secure bank financing, requiring that either the franchisee or another entity be a contractor and contract to build the home. Louisiana has laws limiting a person "self-building" a personal residence. You should be aware of additional laws and regulations including environmental, OSHA, employment, consumer protection, and more at the federal, state, and local levels. Because there may be delays in licensing, you must apply for a license or a determination that you do not need a license as soon as you have signed the Franchise Agreement.

ITEM 2: BUSINESS EXPERIENCE.

President and Manager Bob Braudrick

Mr. Braudrick has operated Braudrick Construction, LLC in Oklahoma City since the mid-1990s, and the Oklahoma City UBuildIt franchise since 2006, where it operates in the entire state of Oklahoma. Bob has been CEO of UBuildIt Holdings, LLC since its founding in 2011.

Chief Operating Officer David Rutkauskas

David Rutkauskas has been our Chief Operating Officer since August 10, 2021. He first joined us in October 2019 to assist in sales and marketing efforts as an independent contractor. He is the owner and managing member of Franchise Innovations, LLC, a franchise development company based in Jenks, Oklahoma; of Camille's Café, a restaurant in Tulsa, Oklahoma; and DCR Management LLC, an investment company based in Jenks, Oklahoma. Through Rex's Chicken Franchise System, LLC, he has been the franchisor of a "Rex's Chicken" restaurant in Tulsa, Oklahoma since June 2008.

ITEM 3: LITIGATION.

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY.

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES.

Initial Fee. You pay an initial fee of $35,000 for your franchise. The initial franchise fee is uniform, and is payable in full when you sign the Franchise Agreement.

In California, Washington, and elsewhere if required by state law, we will defer payment until we have met our pre-opening obligations to you and you are open for business (see Exhibit F - State Addenda).

Option. In states in which we are not required to defer receipt of fees, we may offer you an option to be awarded a UBuildIt franchise, on the terms set forth in the Option Agreement at Exhibit H. Under the Option Agreement, you have three months to enter into a Franchise Agreement for a franchised business within two miles of a location designated in the Option Agreement. For the option, you pay a nonrefundable fee of $5,000, which is credited toward your initial franchise fee.

Refundability and Financing (See Item 10 Below). The initial franchise fee and option fee are not refundable. We do not offer financing.

ITEM 6: OTHER FEES.

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Technology Fee	$500 per month	First day of each month	See Note 1
Additional Training	$250/day	10 days before training if at your location	For new personnel or at your request; subject to increases for inflation; see Item 11
National Training Convention	Fees to be determined for National Training Convention, a minimum of $1,000 up to a maximum of $2500 adjusted for inflation	Fees with registration	Mandatory for Operating Manager
Initial supply of Manuals, Brochures, Signage, etc.	You must buy any initial supplies above and beyond the basic 'start-up supply kit', such as your initial supply of Client Manuals, brochures, signs, and/or additional materials to operate your business. Total costs could be as high as $10,000	Manuals are required before training. Other materials are required before opening.	Manuals, brochures and additional materials are available from the corporate office. Signs are available from third parties.
Ongoing purchase of Client Manuals	$250 for Planning Manual $1500 per Construction Manual for Small Remodel, Large Remodel, or New Home (subject to increase for inflation)	With order	You must buy at least two Planning Manuals and two Construction Manuals per calendar quarter for each franchise. See Note 2
Commission on Referrals	Amount determined by Franchisor, now 20% on Planning Phase, 5% on Construction Phase	At time of first Client Payment	See Note 3 and Item 12

Type of Fee	Amount	Due Date	Remarks
Payments for Goods or Services	See Items 7,8,11	On placing order or pickup at franchisor	See Note 4 and Items 7,8,11
Supplier Approval Fee	$0-$300	With request for testing	For goods you use in your business from an alternate source; we do not charge a fee, but you pay or reimburse any third-party costs of testing.
Interest	1.5% per month, or maximum legal rate, if less	With fees	See Note 5
Late Charges	$100 plus interest (above) at 1.5%/month or maximum legal rate, if less	With fees	See Note 5
Reporting Late Charges	$50 for second late or incomplete report, then $100 for each occurrence	Input to database monthly by the second of the month	One late or incomplete report allowed per calendar year.
Audit Fees	$0 to $20,000 or more.	On billing after audit	Due only if audit shows revenue understatement of at least 2%. See Note 6
Transfer fees	$10,000	On Effective Date of transfer	Payable if you sell your franchise
Renewal Fee	$10,000	30 days before approval of renewal	A condition of renewal
Fees on Default and Indemnity	All costs and attorneys' fees	On demand	As incurred; See Note 7

Type of Fee	Amount	Due Date	Remarks
Underreporting and Inaccurate Reporting	$50 for first occurrence and $100 for each later occurrence suspension of web page(s) and lead distribution	With our notice to you	The fee is for underreporting and/or inaccurate reporting of information you must give us. The fee is on a "per occurrence" basis. See Note 8

Except as stated above, you pay all fees to us. All fees are nonrefundable.

Note 1: We specify the effective date in your Franchise Agreement. It is on, or by agreement, after, the date we execute the Franchise Agreement. A monthly Technology Fee of $500 is due starting the first day of the next full month after the effective date of the Franchise Agreement. For example, if your Franchise Agreement is effective on March 15, your Technology Fee is due starting April 1. We may increase the Technology Fee by a percentage up to the increase in the combined U.S. Consumer Price Index – All Urban Consumers (before seasonal adjustment) since the last increase, whether that last increase was before the date of your Franchise Agreement. If your Franchise Agreement is terminated, you may be required to pay us liquidated damages of what your Technology Fee and minimum Client Manual purchases would be for the shorter of 24 months or the remaining term of your Franchise Agreement.

Note 2: Our Client Manuals are our proprietary, copyrighted manuals that you will provide to clients explaining the planning processes and construction processes for their projects. You receive an initial supply as part of your initial investment. You must then buy at least two Planning Manuals and two Construction Manuals from us or our designated supplier per calendar quarter, shipped and charged to you on the first business day of each quarter (the business day immediately after January 1, April 1, July 1, and October 1. If you sign your franchise agreement in the month before the start of a calendar quarter, your minimum purchase will be delayed to start with the following quarter. If you do not buy the minimum number of Client Manuals in any calendar quarter, you will owe a fee equal to the shortfall of your purchases from the cost of two Planning Manuals and two Construction Manuals, currently a total of $3500, at the end of the quarter.

Note 3: We may, at our discretion, require franchisees to refer certain clients to one another or to us. We may develop Multi-Area Marketing Programs, including trade shows and events, Internet and electronic marketing, yellow pages and directory, and co-branding or affinity programs, by which clients are referred from us, from franchisees, or from third parties. For such programs or referrals, the franchisee receiving the referral will pay a commission that we set to the referring entity. We may raise or lower commission amounts by specific company lead generation policies. Referral commissions are due only on the signing of a client contract and collection of revenue. The Planning Phase is the costing phase for analysis, development, bid specifications, and providing costs-outs for the project. In the Construction Phase, the client is given written bids, chooses its subcontractors, and begins construction.

Note 4: You pay for any materials you buy from us before shipping; you also pay for freight and any insurance on your shipment.

Note 5: Interest and late charges accrue from the due date of payment. You must also pay any damages, expenses, collection costs, and attorney fees we incur if you do not make required payments. These costs will be subject to interest and late charges if not paid when due. In California, we will not charge more than the highest interest rate permitted.

Note 6: Audit costs may run from $0 (if Gross Revenue is understated by less than 2%) to more than $20,000 (in the case of extremely bad accounting practices).

Note 7: You must protect, indemnify, and hold us harmless against any claims or losses arising out of your operation of the franchised business. If you default under the Agreement and we engage an attorney for collection or enforcement, you must pay all our damages and costs to the extent permitted by law.

Note 8: Reports are to be completed at the end of each month and are to include the information we specify. If you do not accurately report all monthly data when due, we may shut down your web page(s) and lead distribution service, and you may owe us a fine of $50.00 per occurrence, in addition to other remedies.

ITEM 7: ESTIMATED INITIAL INVESTMENT.

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$35,000	Cash or available funds	On signing Franchise Agreement unless required to defer payment by state law; see Note 1 and State Addendum	Us
Technology Fee – six months	$3000	Cash	$500/month due first of month	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Marketing Fees – six months	$30,000	As determined by Franchisee	As negotiated by Franchisee.	As negotiated by Franchisee with a third-party vendor that we may designate. See Note 2
Second Training Fee	$5,000	Cash	Due at start of training	Due to designated trainer franchisee if it provides training to franchisee
Travel, Lodging, and Meals for Initial Training	$700 - $4,000	Cash as incurred	As incurred	Suppliers
Initial supply of Client Manuals, brochures, signs, etc.	$0 - $10,000	Cash as incurred	Before opening	Suppliers and us
Office Rent – Six months/ First/Last/ Deposit	$0 - $18,000	As requested by landlord	As requested by landlord	Landlord
Leasehold Improvements, Fixtures (Note 3)	$0 - $15,000	As requested by landlord	As requested by landlord	Landlord, Subcontractors;
Furniture, Equipment and Signs (Note 4)	$15,000 - $30,000	Cash or in accordance with financing	Before opening	Suppliers
Inventory and Supplies (Note 5)	$3000	Cash or financing	Before opening	Suppliers and us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Staffing (Note 6)	$0 - $36,000	Cash or financing	Spent over first six months of operation	Employee Salaries and Expenses
Vehicle (Note 7)	$1,000 – $3,000	Cash	Initial Lease Payment or Down Payment	Supplier
Trade Show Booth	$1000-$1500	Cash or financing	As determined by supplier; must be purchased in first year of operation	Supplier
Insurance (Note 8)	$500 - $3000	As required by insurance company	Before commencing franchise	Payable to third parties; See Note 3
Key Man Insurance (Note 8)	$200 - $500	Before opening franchise. Assignment of existing policy allowed.	Payable to third party See Note 3	$250,000 Life insurance on the owners of the Franchise payable to UBuildIt Holdings, LLC
Operating Expenses/ Additional Funds – first six months (Note 9)	$18,000 – $30,000	As incurred	Spent over first six months of operation	Third party suppliers, employees
TOTAL	$112,400 - $227,000		Spent over first six months of operation	

Note 1: The initial fee is $35,000 as described in more detail in Item 5 and is nonrefundable. See Item 6 for transfer fees paid by transferees of an existing franchise.

Note 2: We require you to do local marketing, and to spend at least $5000 per month with the marketing and advertising firm we designate. We will provide you with marketing templates containing approved uses of our trademarks for any local marketing you wish to do. We may require you to contribute to a marketing fund in the future.

Note 3: We advise you to find a location needing few leasehold improvements or fixtures. You may choose to invest in leasehold improvements, but we do not usually recommend this. These sums do not include any sums for purchase of real estate, as we do not expect that you will buy real estate. A typical lease location is in an office suite, a professional strip center, or commercial retail store front, and the typical franchised business has 800 to 2,000 square feet of space. Rent is estimated to be approximately $1,100 per month for a two-person office, or $1,100 to $3,000 for a larger office. With our prior written approval, you may choose to occupy premises under a lease no longer than twelve months when you first open your franchised business, while you investigate permanent premises in your area.

Note 4: This category includes phone systems, answering service, mobile phone, office furniture, computers and printers, software, fax machine, office signage, and possible vehicle signage. You may already own some of these items, in which case your cost may be as low as $1,000 for interior office signage. The outside office signage is estimated to cost between $4,000 and $5,500. It also includes an estimate of $3,000 for information technology and the cost of an outside service to wire your office, install information technology equipment, and complete the technical setup of your office.

Note 5: The inventory category includes miscellaneous office supplies.

Note 6: An individual franchisee may not require additional staff. You must be a qualified construction consultant or must hire and train a qualified construction consultant before your business's first presentation to any client.

Note 7: We recommend that you lease or buy a late-model truck in good operating condition and appearance. This figure is our best estimate of the lease payment or down payment, taxes, and title fees on a new or used truck. We specify the model or type of vehicle as part of our Standards and Procedures.

Note 8: You must carry at least $1,000,000 in general comprehensive liability insurance, and list us as an additional insured. We also recommend, and could require in the future, business automobile liability insurance with policy limits of at least $500,000 or an amount we reasonably specify. We may change these insurance requirements on reasonable notice to you. We may also require you to obtain contractual liability, employer's liability, errors and omissions, owner's and contractor's liability, insurance covering data breaches, and professional liability insurance, with liability limits of amounts we may reasonably specify and key man life insurance of $250,000 on the franchisee naming us as beneficiary for the purpose of replacing the loss of future income and/or to allow us to operate the business during the transition to new ownership of the franchise. There are no other insurance requirements.

Note 9: This estimates your initial six-month operating expenses. You may incur additional cash out-flow, which may be substantial, before your business reaches positive cash flow. This also includes estimates of miscellaneous startup costs, such as workmen's compensation insurance payments (if any) of $350 to $500; tax deposits (if any); prepaid expenses and deposits (e.g. utilities), initial legal

and accounting fees (if any); obtaining a state contractor's license if required ($1,000); and other miscellaneous costs. You should review the figures carefully with a business advisor and identify your individual expenses and cash flow projections before making any decision to buy the franchise. We do not offer you financing directly or indirectly for your initial expenses. Except as noted, we do not refund any of these payments.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.

Purchase or Lease of Goods, Services, Supplies, Fixtures, Equipment, Inventory, Computer Software or Hardware and Real Property and Other Items. You must participate in our Vendor program and make all discounts and literature available to your clients. You must present the Vendor program to your clients as outlined in our Standards and Procedures, but your clients are not required to buy these products or services. You must use or contribute to specified communications programs, web sites and domain names, forms, manuals and checklists, promotional items, and Multi-Area Marketing Programs. To maintain uniform quality standards, all leases, real estate, fixtures, goods, services, inventory, equipment, advertising, trademark use, trade dress, dress code, and other goods and services you use to operate the franchised business must meet our standards. You must participate in and cooperate with promotional programs and follow franchisor and supplier requirements and guidelines. We recommend that you lease or buy a late-model car or truck and require that you keep it in good operating condition and appearance. We specify the model or type of vehicle as part of our Standards and Procedures.

You must acquire any item that bears the "UBuildIt" logo from UBuildIt from our designated approved vendor.

You must buy the Client Manuals through us from our designated print store. If we designate an advertising and marketing agency, you must use it for your minimum monthly local and regional advertising and marketing expense; we currently designate Level 10 Marketing.

You must acquire from sources of your choice and at your expense, a computer system compatible with Windows Operating System. You must use the database we specify; its cost of access is included in the Technology Fee. We are the only approved supplier for this database.

You must carry at least $1,000,000 in general comprehensive liability insurance, and list us as an additional insured. We also recommend, and could require in the future, business automobile liability insurance with policy limits of at least $500,000 or an amount we reasonably specify. We may change these insurance requirements on reasonable notice to you. We may also require you to obtain contractual liability, employer's liability, errors and omissions, owner's and contractor's liability, insurance against data breaches, and professional liability insurance, with liability limits of amounts we may reasonably specify and key man life insurance of $250,000 on the franchisee naming us as beneficiary to allow us to operate the business. Your insurance company must carry an A.M. Best rating acceptable to us. There are not now any other insurance requirements, but we may change them to adjust for market and industry conditions.

How We Issue Specifications or Supplier Approvals. This Item 8 refers only to products and services that you use in your business or supply to your clients. We do not approve or specify construction materials used by your clients. We base our specifications and product and supplier approvals on our discretionary determination of quality, value, and appearance. We have no written criteria for supplier approval. We reserve the right to disapprove any supply sources. We may require suppliers to provide certain information, sign a nondisclosure agreement, agree to guarantee our level of quality, and produce sufficient samples to allow us to test the sample at your expense. There is no fee for supplier approval unless we require third-party testing, in which case you will pay or reimburse us the actual cost of the tests. We may issue specifications in Operations Manuals or directives, in writing or orally, and we may modify them at any time. Our response to an adequate written request to approve a supplier will be made within a reasonable time, normally 30 days after we receive it.

Franchisor or Affiliate as an Approved Supplier. We may offer or designate others to offer certain supplies or services, and we or our affiliates may become approved suppliers or the only approved supplier(s) for other goods and services. These supplies or services may include our Client Manuals, other printed materials, computer software, shows and event marketing opportunities, and vendor, co-branding, affinity programs. Except as described above, we and our affiliates are not the only approved supplier for any goods or services, but we may become approved suppliers or the only approved supplier(s) for other goods and services, such as printed materials, promotional items, and clothing. We may, in the future, negotiate purchase arrangements for the benefit of franchisees. We are not now affiliated with any other supplier to the franchised business. No franchisor officer owns an interest in any supplier. We do not negotiate purchase arrangements or prices with any supplier for the benefit of franchisees.

Franchisor or Affiliates May Derive Income Based on Purchases or Leases. We or our affiliates may derive income through a markup of the prices charged to you for goods or services we supply. We may derive income through license fees, commissions, promotional fees, advertising allowances, rebates or other monies paid by our printer and other approved suppliers. We do not know the precise basis of these payments because we have never previously collected them.

We may receive rebates, either as negotiated flat fees, or as a percentage of sales, from our national vendors because of purchases from them by your clients.

Extent of Required Purchases. We estimate that your initial expenditures from us or our affiliates, or that we specify or approve, will be from 5 to 10% of your total initial purchases. During the operation of the franchised business, your required purchases or leases from us or our affiliates, or that we specify or approve, are estimated to total less than 5% of your annual operating expenses. In 2021, our total revenues were $954,177. Our revenues from required purchases and leases were approximately $150,000 or 15% of our total revenues. Our affiliates did not receive any revenues as a result of required purchases or leases.

We do not provide material benefits (for example renewal or additional franchises) to you based solely on your use of designated or approved sources. We do not belong or require you to belong to any purchasing or distribution cooperatives.

ITEM 9: FRANCHISEE'S OBLIGATIONS.

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 5.1-5.5	Items 7, 11 & 12
b.	Pre-opening purchases/leases	Sections 7.4-7.7	Items 7 & 8
c.	Site development and other pre-opening requirements	Sections 5.1-5.5, 6.1, 7.4	Items 6, 7 and 11
d.	Initial and ongoing training	Article 6	Item 11
e.	Opening	Not applicable	Item 11
f.	Fees	Article 3	Items 5, 6 and 11
g.	Compliance with standards and policies/ Operations Manual	Section 2.5, Articles 4, 7	Items 8, 11 and 16
h.	Trademarks and proprietary information	Sections 2.1, 2.2, 2.5, 14.1-14.2	Items 13 and 14
i.	Restrictions on products/services offered	Sections 7.8, 7.19	Items 8 and 16
j.	Warranty and customer service requirements	Section 7.14	Item 16
k.	Territorial development and sales quotas	Not applicable	Not applicable
l.	Ongoing product/service purchases	Section 7.7	Item 8
m.	Maintenance, appearance and remodeling requirements	Article 5	Item 11
n.	Insurance	Sections 13.3 -13.6	Item 6
o.	Advertising	Sections 2.3, 8.1, 8.5, 8.6, 8.8	Items 6 and 11
p.	Indemnification	Section 13.1.	Item 6
q.	Owner's participation/ management/staffing	Section 7.2	Items 11 and 15
r.	Records and reports	Article 4	Item 6
s.	Inspections and audits	Sections 4.5, 11.6	Items 6 and 11
t.	Transfer	Article 9	Item 17
u.	Renewal	Sections 10.2-10.4	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
v.	Post-termination obligations	Sections 11.6, 11.7, 13.1, 14.1-14.3	Item 17
w.	Non-competition covenants	Sections 14.1-14.3	Item 17
x.	Dispute resolution	Article 15	Item 17

ITEM 10: FINANCING.

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation to any third party.

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.

Except as listed below, we are not required to provide you with any assistance.

Our Obligations Before You Open. Before you open your business, we will:

1. Approve your designated location (Sections 5.1 and 5.4, Franchise Agreement).

2. Share with you our selling, promotional, merchandising, and operating methods and best practices (Sections 6.1 and 7.1, Franchise Agreement).

3. Specify or approve the goods, services, inventory, equipment, advertising, trademarks, and trade dress to be used in the franchised business (Sections 2.1, 7.1, 7.6, 7.7, Franchise Agreement).

4. Provide you with access to pre-training and post-training courses from our online Knowledge Center and train you in the initial training program (Section 6.1, Franchise Agreement). See Item 11 below for more information on the initial training program.

5. Lend you an Operations Manual or Manuals to assist you in developing and using policies, sales, marketing, and suppliers, including our Standards and Procedures (Sections 1.8, 2.5, Franchise Agreement). These Operations Manuals are confidential and remain our property, and we may modify them or require their return at any time.

Our Obligations During Your Operation of the Franchised Business. After you open your Franchised Business, we will:

1. Continue to consult with you at no additional charge regarding policies, sales, marketing, and supplies (Section 6.3, Franchise Agreement).

2. Continue to offer at no additional charge advice, guidance, and experience to you, answer your questions, and provide on-going consultation (Section 6.3, Franchise Agreement).

3. Lend you confidential Operations Manuals and any amendments. We continually revise and update the Operations Manuals to include improvements and developments in the franchise business. The Operations Manuals may include suggested pricing, but we do not require you to charge any price, and we do not guarantee that you will make a profit if you use our recommended prices. We will notify you in writing if there are any changes to Standards and Procedures, so that you can comply with and adopt the changes immediately, if they are costless to you, or within 90 days, if you must bear the cost (Sections 1.8, 2.5(f) and 7.1, Franchise Agreement).

4. Review and approve advertising that you submit to us (Section 8.8, Franchise Agreement).

5. Provide training: We provide online training to you at no cost (Section 6.1, Franchise Agreement). You are required to attend a two-week on-site live training session with one of our local franchises. The cost of this training is $5,000 plus the cost of travel, meals and lodging.

6. Organize the National Convention and annual training of UBuildIt franchisees which typically takes from three to five days, which your Operating Manager must attend at your expense. (Section 6.4, Franchise Agreement)

Advertising and Contributions. We manage any national advertising, to be paid for from the Technology Fee we receive from franchisees. In the future we may require a contribution to a marketing fund we manage. We make the expenditures at our discretion. We do not represent that any level of expenditure will be made for programs or to benefit franchisees or franchised locations. We are not required to spend any amount on advertising in the area where you are located. We do not now have an advertising council of franchisees to advise us on advertising policies.

We expect to receive advertising and promotional allowances and fees from third-party vendors and advertisers who enter into cooperative advertising programs with us and franchisees. For example, suppliers may pay promotional allowances for joint advertising promotional material. We will disclose the identity of vendors who pay the promotional allowances to you on written request. In addition, if we require you to buy items from a vendor who pays these allowances, we will spend it on related promotions. Our obligation to provide advertising and marketing will be limited in cost to the amount of contributions and promotional allowances from third parties actually paid to UBuildIt Holdings, LLC. Allowances and rebates that we may receive as a result of purchases by clients of your business need not be spent on advertising and marketing but are governed by our national Preferred Vendor Program.

We may receive payment for providing goods or services. We may also spend our own funds for the same purposes.

Regional Advertising and Cooperatives. We do not now, but may in the future require you to participate with and coordinate your regional marketing with other offices in your area. You will be

expected to comply with all of the Standards and Procedures regarding marketing of your franchise business. We reserve the right to issue binding policies to coordinate Multi-Area Marketing Programs. For example, we may require that all franchisees within close proximity to home shows participate in the cost and the benefit of the show. We now direct and coordinate all franchisee Internet advertising. Our Vendor Program is one such Multi-Area Marketing Program. All such programs and policies are our proprietary trade secrets.

Independent Marketing and Advertising. You must spend at least $5000 per month (adjusted annually for inflation) on local and regional advertising and marketing. If we designate an advertising and marketing agency, you must use it for your minimum monthly local and regional advertising and marketing expense; we currently designate Level 10 Marketing. We recommend that you do additional advertising and marketing; you may use Level 10 Marketing or an agency of your choice for such additional advertising and marketing.

We encourage you to conduct your own independent advertising and sales promotion programs, subject to our prior review. We will approve or disapprove in writing materials you submit to us within three business days. You will make reasonable efforts to participate in and cooperate with all advertising programs selected by us or by any approved group of franchisees, except that you need not follow or maintain any sales price or suggested pricing. You may not sell, transfer or divulge the list of clients or prospective clients of your UBuildIt business to any other entity except as we may approve in writing. You may not enter into Vendor relationships by which you recommend subcontractors and sources of supply to your clients except with our written approval and in accordance with our Vendor Program guidelines.

Computer System. As described in Item 8 above, you must license and use our proprietary web-based programs. The cost of this for two users is included in your Technology Fee. You must acquire, maintain, and upgrade an Intel-based PC or compatible PC with the specifications and software we require. We may change these specifications from time to time to keep pace with changes in technology.

You will use your computer to communicate with us, produce reports for us, do your bookkeeping, and perform other tasks that we might designate. We may have independent access to the information required in our reports to verify reporting and to your work for clients to monitor quality. There are no contractual limitations on our right to have access to your information.

You must also acquire, maintain, and upgrade as needed software and hardware for Internet access on a dedicated line, and cellular phone, and have the ability to send and receive faxes. You buy all of these items from third parties, not from us. We estimate the total cost of the hardware and software described above to be $3,000, which is included in the initial cost estimates in Item 7 above. You must maintain, upgrade and update hardware and software during the term of the franchise, as we determine without limitation.

The Technology Fee covers the support we give you in setting up and managing your Franchised Business. The Technology Fee covers use of our name, brand, and logos; access to our

exclusive online data base client management and reporting software, known as "Planning Starts"; the benefit of our national social media campaigns; assistance with your initial planning; development and maintenance of your page on our website and of our website generally; development and use of our branding system; a license for the use of our trademarks and logos; reasonable technical support during operation of your business and additional training at our National Convention; the benefit of our national marketing, public relations, and name recognition; our management of collective bargaining and group discounts with vendors; access to our extensive Knowledge Center library of online training videos; provision of form contracts for use with your clients; screening of vendors in our National Vendor Relations program; recommendations for promotional items, signage, yard flags, posts and more, office supplies, and security systems; access to screened vendors of log home plans and materials; paint and sundries; referrals to vetted sources for business insurance, E&O and more; our monthly newsletter with developments on how to improve your Franchised Business; inclusion in our Constant Contact email marketing system, five emails on our system, and advice and assistance from our experienced corporate staff. If you own multiple franchises with separate offices, you must pay a Technology Fee for each; if you operate multiple franchises from a single office, you may pay only one Technology Fee, and receive a single package of five emails. We may change the package from time to time in accordance with changing technology offerings.

Methods Used to Select the Location. You select the general location of your franchised business, but it must be available, and we must approve it. We will base our approval on cost, demographics of the surrounding area, traffic patterns, accessibility, and other factors that we analyze based on our experience and our own subjective judgment. We cannot predict, represent, or warrant success, suitability, or income levels for any location. We must agree on the general location before you will be trained. Our approval will normally take one to two weeks. We must approve the final office site location. If you and we cannot agree on a permanent site location within six months after the effective date of the Franchise Agreement (or, if you have elected to open temporary office space, within seventeen months), we may terminate the Franchise Agreement.

Length of Time between Effective Date of Franchise Agreement and Opening. The effective date of the Franchise Agreement is the date we sign it and accept payment from you, or a later mutually agreed date, noted below our signature on your Franchise Agreement. The typical length of time between the effective date of the Franchise Agreement or the first payment of any consideration for the franchise and the opening of the franchised business is 30 to 90 days. This time may be affected by the time it takes to mutually schedule and train you satisfactorily before the opening of business, and the length of time of your pre-opening preparations. Your Operating Manager must attend, and satisfactorily complete, initial training within 90 days after the effective date of your Franchise Agreement. On completion of this initial training, you may enter into a temporary office space lease, for up to 12 months, while you investigate permanent physical store front lease locations in your area. You must open this temporary office within 30 days after you complete initial training and must have our written approval of your temporary location. If you choose this temporary office location option, you must open your permanent location within 13 months after you complete initial training. If you waive this temporary office location option, you must do so in writing within 30 days after you complete initial training, and you must open your permanent location within 180 days after the effective date of your Franchise Agreement.

Initial Training. Before attending any initial training, each attendee must successfully complete any courses on the on-line Knowledge Center that our training department specifies. The mandatory initial training program takes place (i) first, online; and (ii) then, for one week at our headquarters in Oklahoma City. You must then complete secondary training for two weeks at the location of an experienced franchisee that we designate. There is no charge for the online training or the initial training at our headquarters for the Operating Manager and one additional person. There is a fee for the two-week hands-on training of $5,000, payable to the franchise where the training takes place. The training fee is due before the start of training. The new owner of a transferred franchise, or a new Operating Manager, must satisfactorily complete training and must pay a training fee that is currently up to $250 per day. You pay the cost of your accommodations and travel.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
UBuildIt System and Management: Strategic Orientation, Business Planning, Work/Life Systems and HR	6	--	UBuildIt Training Headquarters
UBuildIt Operation: Business Planning, Business Reporting	3	--	UBuildIt Training Headquarters
Construction Consultant: Consulting Strategies, Tools and Workshops	8	--	UBuildIt Training Headquarters
Marketing: Strategies and Tools	4	--	UBuildIt Training Headquarters
Consultative Sales: Training and Workshops	12	--	UBuildIt Training Headquarters
Business Operations: Action Planning, Training Recap, and Assessment	3	--	UBuildIt Training
On-the-Job Training		60 (approximately)	You will spend two weeks shadowing a designated franchisee at his or her location.

There is online training for Construction and Planning/Sales Consultants available for franchisees, and/or anyone acting as a Construction Consultant. Bob Braudrick, our CEO with over twenty years' experience over ten years as the owner of a custom construction company and UBuildIt franchises, will direct training.

Later Training. We may require you or your personnel to receive or attend additional or advanced training. Some advanced training will take place each year at our Annual National Convention. You or your designated personnel must attend and pay for the convention training and other expenses to attend. Other courses will take place at our headquarters or at another location that we choose. The cost of the

additional or advanced training will be our estimate of our actual cost, now up to $250 per day (subject to reasonable increases) except in the case of our Annual National Convention, which may be more than $250 per day. You also pay travel, food, and accommodations, and all your other expenses. We will use distance learning techniques where possible to minimize these costs. If you hire a new consultant for your business, he or she must complete online consultant training within two weeks after they are hired and attend a three to six-day training program on the next available corporate training session, at your cost, now up to $250 per day, subject to reasonable increases for inflation. Attendance and payment for the Convention training are required. Each office must stay in at least one room of the hotel/resort chosen by the Home Office for the convention site for a minimum of two nights. The cost of the room for two nights will be included in your total fee. Additional rooms may be rented but are not required. Additional rooms or nights would need to be booked directly.

ITEM 12: TERRITORY

Approved Location. You may operate your Franchised Business only from the approved "Premises" or site location identified in your Franchise Agreement. If you have more than one location, each must be operated under a separate Franchise Agreement. You may operate up to five franchised businesses from a single office. Each franchise is granted for a specific site location approved by us. You may not relocate your franchise without our prior written consent, which we will not withhold unreasonably. You do not receive the right to acquire additional franchises within your area or contiguous territories.

When you complete your classroom initial training, you may enter into a temporary office space lease of up to twelve months while you investigate permanent physical lease locations. You must choose this option with ten days after you sign the Franchise Agreement and open this temporary office within 30 days after you complete initial training, with our prior written approval. If you choose this temporary office location option, you must open your permanent location within 13 months after you complete initial training. If you do not choose this temporary office location option, you must open a permanent location within 180 days after the effective date of your Franchise Agreement.

You must give us a copy of your lease for approval before you sign it, and you must obtain for us an option to assume your lease on termination of your Franchise Agreement.

In your Franchise Agreement, you are assigned an exclusive franchise territory defined by standard geographical boundaries, such as county lines, to encompass an approximate population size at the date of signing. We expect that your franchise territory will encompass a minimum population of ~~of~~ 300,000, up ~~to~~ to 500,000, determined from the most recent United States Census Bureau Statistical Abstract. We will not (i) locate any other company-owned or franchised UBuildIt office, or (ii) solicit for any company-owned office or allow another franchisee to direct solicitations of clients or promotions of its services into your area through any channel, so long as you are in compliance with your Franchise Agreement and make the minimum purchase of two Planning Manuals and two Construction Manuals per quarter. If you fail to meet your quota, you may lose exclusivity in your franchise territory, and we may locate another office or grant another franchisee the right to open an

office, to solicit clients, and/or to advertise in your franchise territory. If we do so, we do not have to compensate you for soliciting or accepting clients in your franchise territory.

You may work with any client anywhere without special payment, and through any channel of distribution that complies with our marketing policies, so long as you are able to meet our quality standards for service. Our marketing policies now limit your ability to directly solicit clients and advertise your services within another office's franchise territory, or within four miles of a franchisee's office that does not have an exclusive franchise territory. Under our Vendor Program, we may require the client to be served by the closest or other franchisee and may or may not require franchisees serving the client to do so at a maximum price or to pay a reasonable referral fee.

You will receive an "office designator" that describes the specific place in your city in which your office is located. You must use this in all directory listings and other materials as we specify in the Standards and Procedures.

We do not sell similar products or services under any other trademark.

If you have another line of business to which you wish to refer clients (an excavation firm or Sheetrocking subcontractor, for example), you may do so only according to the processes outlined under Sales in our Standards. Following those Standards, you may then provide goods or services outside the scope of work of your franchised UBuildIt business to UBuildIt clients, either directly or through other entities that you own or in which you may have an employment relationship or a business interest, but your other business interest must comply with UBuildIt's Approved Vendor standards and procedures, and your interest must be disclosed appropriately to your client.

ITEM 13: TRADEMARKS.

We own and license to you our principal trademark, the trademark UBUILDIT® as shown on the cover pages of this Disclosure Document. This trademark is registered with the U.S. Patent and Trademark Office on the Principal Register under our name, by recorded assignment and transfer from its original owner, Help U Build, Inc. The mark is also registered with the Canadian Intellectual Property Office, as described below. We also claim common law rights in our trademarks based on our prior use.

MARK	COUNTRY	REGISTRATION	DATE	STATUS/RENEWAL/AFFIDAVITS
U BUILD IT (word mark)	US	2021806	12/10/96	Registered in 1996 and renewed in 2016. No affidavits are due at this time.
U BUILD IT (word mark)	Canada	581194	05/09/03	Registered; no affidavits or renewal are due at this time
UREMODELIT (word mark)	US	4460356	12/31/13	Registered on supplemental register; no affidavits are due at this time
UDESIGNIT (word mark)	US	4549518	6/10/14	Registered on supplemental register
UBUILDIT (word and design mark)	US	4497411	03/18/14	Registered on principal register; no affidavits are due at this time.

We do not have a federal registration on the Principal Register for the marks "URemodelIt" and "UDesignIt". Therefore, these trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state in which this Disclosure Document is required, or any court, or any pending infringements, opposition, or cancellation proceeding or any pending material litigation involving our principal trademarks.

By "trademarks" we mean trade names, trademarks, service marks, logos, and commercial symbols used to identify the business, and certain foreign marks. There are no agreements now in effect that significantly limit our rights to use or license the use of our trademarks in a manner material to the franchise.

You must follow all our specifications for use of the Trademarks. You must indicate to third parties that your business is "independently owned and operated," that we own the Trademarks and you use them under license. You must notify us immediately of any infringement of, or challenge to, your use of our trademarks. We are not obliged by the Franchise Agreement to protect your rights to use these trademarks or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving our trademark or if the proceeding is resolved unfavorably to you, but may defend, prosecute or settle these claims or litigation. You must modify or discontinue the use of any trademarks at your expense or use one or more substitute trademarks if we

request you to. If you may not lawfully use our Trademarks in your market area, you must obtain our approval to use another name, which we will not unreasonably withhold. You may not contest our ownership, title, right or interest in our trademarks, trade secrets, methods, procedures and advertising techniques that are part of the business. On termination of the Franchise Agreement for any reason, you must cease and desist use of our trademarks in any manner.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the principal trademarks in any state. A company located in Sacramento, California purported to have prior trademark rights in the words "UBuildIt" in California; our trademark attorney responded that this company's rights, if any, relate only to swimming pool construction, which is not a conflicting trademark use. Under U.S. trademark law, a competing user that has failed to obtain a federal trademark registration has no enforceable common law trademark rights as to services or geographical areas into which it expanded after the date of UBuildIt Corporation's federal trademark registration, December 10, 1996.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.

No patents are material to the franchise business. You may use the proprietary and copyrighted information in our Operations Manuals.

Registered Copyrights:

No. TX 6-517-064, UBuildIt Franchise Management Application, 1/30/07 (Literary)

No. TX 6-569-701, UBuildIt website 2004, www.UBuildIt.com, 3/7/07 (Literary)

No. SR 404-233, UBuildIt Construction Manual and Construction Summary CD, 1/30/07 (Literary)

No. PA 1-354-293, Customer Testimonial Video, 3/30/07 (Work of the Performing Arts)

No. SR 404-233, UBuildIt Construction Manual and Audio Tape Series, "The Construction Summary", 1/30/07 (Literary)

No. PA 1-354-292, UBuildIt web site: Informational Video, 3/30/07 (Work of the Performing Arts)

We claim a copyright and claim trade secret protection with respect to our products, systems, and manuals. You acknowledge in the Franchise Agreement that our products, systems, manuals, shows, events, and affinity and co-branding programs are proprietary and are our trade secrets and that you will keep them confidential and disclose them only on a need-to-know basis to employees who have signed a confidentiality agreement. To protect our system, you must have your employees sign a nondisclosure, non-competition, and non-solicitation agreement, and deliver it to us within one week of hire of any employee, and you must follow our security procedures. You must promptly tell us when you learn about unauthorized use of our proprietary information. You may not copy or reproduce any part of our

manuals, either physically or electronically, and must return all copies to us on termination of your Franchise Agreement.

ITEM 15: OBLIGATION TO PARTICIPATE IN OPERATION OF THE FRANCHISED BUSINESS.

You must participate personally in the franchised business daily. If the franchisee is an entity, then an individual we approve must participate personally in and supervise the franchised business as "Operating Manager," and must have authority to act for the Franchisee in dealings with us. You and your Operating Manager may not engage in any other business activities except with our prior written consent.

You must also have a person designated to serve as the Franchisee's Construction Consultant to perform certain client services. Eligibility guidelines to serve as your Construction Consultant are in the Operations Manual. At a minimum, the Construction Consultant must have experience in residential construction and must be in the local area in which your Premises are to be located set forth on Schedule 1 of your Franchise Agreement. An individual Franchisee may act as Operating Manager, Construction Consultant, or both.

The Operating Manager and each equity or voting owner must personally guarantee the Franchise Agreement and must sign agreements that include covenants of non-competition, non-solicitation, and non-disclosure. Copies of these documents are attached to the Franchise Agreement. You must give us a copy of the partnership agreement, articles of incorporation, or other governing documents that approves the designated owner and provides a succession plan if the designated owner must be replaced. Your state may impose additional requirements for who may be qualified to act as a Construction Consultant. If you are not the consultant yourself, you must maintain a staff including a qualified consultant at all times.

You, or in the case of an entity, the Operating Manager, must satisfactorily complete initial training. If an entity franchisee wishes to change its Operating Manager, you must notify us in writing, and we must approve the new Operating Manager in writing. Your new Operating Manager must satisfactorily complete the initial training program at your expense. See Item 17 regarding the effect of death or disability of an individual on the franchise and the requirement of designating and training a successor franchisee.

You must keep your Premises open and have a responsible person on-site continually during regular business hours.

Each owner and other person who obtains access to confidential information must sign an agreement to maintain confidentiality described in Item 14 and a covenant not to compete described in Item 17.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.

To maintain uniform quality standards, you must follow our directions concerning the services and products you provide. You are not limited in the clients to whom you may sell, except in the case of a Multi-Area Marketing program. You may sell only the approved services and products consistent with the image and product line that we have expressly approved. (See Item 8). You must act as an advocate for the clients of your UBuildIt business and be fully impartial to the vendor companies with which they contract during construction projects. Therefore, you may provide goods or services outside the scope of work of your UBuildIt business to clients of your franchised business directly or through any entity in which you have an employment relationship or business interest only by following our Standards as outlined under the Sales section and by disclosing the conflicting interest to the client. Additionally, you may not receive any payments or items of value from any vendor, supplier, or subcontractor or other person or entity providing services or products to UBuildIt clients except as permitted by UBuildIt referral programs. As part of our Vendor program and other affinity marketing arrangements, we may require you use certain methods to present certain vendors to your clients, including but not limited to sales presentations, client take-away materials, home show advertising and in-office advertising. We may, in certain circumstances to preserve the integrity of our program, prohibit or limit you from presenting or limit the methods used to present other vendors with whom we do not have relationships. You must offer for sale all products and services we authorize. There are no restrictions on the prices at which you may sell your merchandise or services, except that we may suggest pricing and prices strategy. We may change the types of goods or services we authorize. There are no limits on our right to do so.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or Other Agreements	Summary
a. Term of the franchise	Section 10.1	10 years
b. Renewal or extension of the term	Sections 10.2-10.4	Renewal for successive terms of 10 years
c. Requirements for you to renew or extend	Sections 10.2-10.4.	Give notice, sign new contract, pay fee, fully comply, and meet standards for new franchisees. The new agreement may contain terms and conditions materially different from your original agreement.

Provision	Section in Franchise or Other Agreements	Summary
d. Termination by you	Section 11.1.	If we are in material default, and you give us 90 days written notice and we do not make progress toward a cure (subject to state law).
e. Termination by us without cause	Not applicable	Not applicable.
f. Termination by us with cause	Sections 11.2 -11.4	You can be terminated if you default, become insolvent, commit a crime, fail to pay after notice; make our proprietary materials public; have three defaults in any twelve- month period;, or default under another franchise agreement.
g. "Cause" defined - Curable defaults	Section 11.3	Any defaults other than those listed as non-curable; franchisee has 30 days to cure
h. "Cause" defined - defaults that cannot be cured	Section 11.2	Misrepresentation on application, failure to complete training or timely open, bankruptcy or receivership, criminal acts, repeated defaults, abandonment, unauthorized disclosure of confidential information or use of Trademarks, unapproved relocation of business, repeated late or incomplete reporting, or three defaults with notice within 12 months.
i. Your obligations on termination/ nonrenewal	Sections 11.6-11.7	De-identification, payment, nondisclosure, give us list of ongoing projects, noncompetition; you continue to pay Technology Fee and minimum purchase costs for up to 12 months if terminated for breach.
j. Assignment of contract by us	Section 9.6	No restriction.
k. "Transfer" by you – definition	Section 9.1	Includes transfer of contract, assets, grant of security interest in assets, sublease of Premises or ownership change.
l. Our approval of transfer by you	Section 9.2	We must approve all transfers and will not unreasonably withhold our consent.

Provision	Section in Franchise or Other Agreements	Summary
m. Conditions for our approval of transfer	Section 9.2	New franchisee qualifies, pays transfer fee and training costs, completes training, signs new agreement, gets all third-party consents, and you sign release and assure us that business debts are paid (see also below).
n. Our right of first refusal to acquire your business	Section 9.4	We have 30 days to match any offer for your business.
o. Our option to buy your business	Section 11.6	We may take over or assign projects if you are in default.
p. Your death or disability	Article 12	Franchise must be managed by Interim Successor Manager acceptable to us and completes training at his/her cost. Franchise must be assigned within 30 days of legal transfer to estate, on same conditions, procedures and costs as any other transfer except no transfer fee.
q. Noncompetition covenants during the term of the franchise	Sections 14.1-14.3.	No involvement in competing business, no raiding. Must be signed by all owners and Manager. Subject to state law.
r. Noncompetition covenants after the franchise is sold, terminated or expires	Sections 14.1-14.3	No competing business for three years within 75 miles of us or a franchisee, no raiding. Subject to state law.
s. Modification of the agreement	Section 16.10	Only by mutual agreement in writing. Operating Manuals subject to change.
t. Integration/merger clause	Section 16.5	Only the terms of the Franchise Agreement are binding or enforceable (subject to state law). Nothing in the franchise agreement or any related agreement is intended to disclaim the representations made by Franchisor in this Disclosure Document.

Provision	Section in Franchise or Other Agreements	Summary
u. Dispute resolution by arbitration or mediation	Article 15	Except for certain claims, all disputes may first be mediated in Oklahoma County, Oklahoma or site specified by Franchisor, and if not resolved, then arbitrated in Oklahoma County, Oklahoma. Subject to state law. A provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside the franchisee's home state may not be enforceable; see Exhibit F - State Addenda.
v. Choice of forum	Article 15	Dispute resolution is in Oklahoma County, Oklahoma, except as stated in the State Addenda. Subject to state law. A provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside the franchisee's home state may not be enforceable; see Exhibit F - State Addenda.
w. Choice of law	Sections 15.1-15.3	U.S. Federal Trademark Act (Lanham Act), U.S. Federal Arbitration Act, and Oklahoma law apply, unless superseded by the applicable laws of your state. A term in the Franchise Agreement requiring the application of the laws of a state other than your home state may not be enforceable; see Exhibit F - State Addenda.

The State Addenda in Exhibit F also describes certain state laws that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of the franchise and governing law.

ITEM 18: PUBLIC FIGURES.

We do not use any public figure or personality to promote our franchise.

ITEM 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 a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if (1) the 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 do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchise outlets. We do not authorize our employees or representatives to make any other such representations orally or in writing. If you are purchasing an existing outlet, however, you may be given the actual records of that outlet. If you receive any other financial performance information or projections your future income, you should report it to our management by contacting Bob Braudrick, 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142, 866-UBuildIt; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION.

Table No. 1
System-wide Outlet Summary for Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	39	30	-9
	2020	30	40	+10
	2021	40	46	+6
Company-Owned	2019	12	15	+3
	2020	15	15	0
	2021	15	15	0
Total Outlets	2019	51	45	-6
	2020	45	55	+10
	2021	55	61	+6

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for Years 2019 to 2021

State	Year	Number of Transfers
Kentucky	**2019**	**0**
	2020	**1**
	2021	**-**
Texas	**2019**	**0**
	2020	**1**
	2021	**0**
Total	**2019**	**0**
	2020	**1**
	2021	1

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Re-acquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Arizona	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Arkansas	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Georgia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Idaho	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Indiana	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Kansas	2019	6	0	3	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Kentucky	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Re-acquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
	2021	3	1	0	0	0	0	4
Michigan	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	0	3	0	0	0	0
Missouri	2019	3	0	3	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
North Carolina	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Ohio	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Oklahoma	2019	12	3	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
South Carolina	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Tennessee	2019	3	0	3	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Texas	2019	11	3	1	0	0	0	13
	2020	13	3	0	0	0	0	16
	2021	16	0	1	1	0	0	14
Washington	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Wyoming	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
TOTAL	2019	57	1	7	0	0	0	51

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Re-acquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
	2020	51	6	12	0	0	0	45
	2021	45	8	0	0	0	0	53

Table No. 4
Status of Company-Owned Outlets
for Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year [(1)]
Totals	2019	15	0	0	0	0	15
	2020	15	0	0	-1	0	14
	2021	14	0	0	0	0	14

Table No. 5
Projected Openings as of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Open	Projected Franchised New Outlets in Next Fiscal Year	Projected Company-Owned Openings in Next Fiscal Year
Arkansas	**0**	**1**	**0**
California	**0**	**3**	**0**
Colorado	**0**	**1**	**0**
Florida	**0**	**3**	**0**
South Carolina	**0**	**1**	**0**
Texas	**0**	**5**	**0**
Washington	**0**	**0**	**0**
Wisconsin	**0**	**1**	**0**
TOTALS	**0**	**15**	**0**

The names, addresses, and telephone numbers of our current franchisees are listed at Exhibit C. Also listed at Exhibit C are the names and last known addresses and telephone numbers of the two

franchisees who ceased to do business under the Franchise Agreement in 2021. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. In the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as a franchisee in our franchise system. We have not created, sponsored, or endorsed any franchisee organization, and there is no franchisee organization that has requested to be named in this Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS.

Exhibit A contains our audited financial statements for the fiscal years ended ~~as of~~ December 31, 2021, 2020, and 2019.

ITEM 22: CONTRACTS.

You will be asked to sign the following:

Exhibit B	Franchise Agreement
Exhibit F	State Addenda
Exhibit G	Assignment of Listings
Exhibit I	Table of Contents of Operations Manual
Exhibit J	Receipts

If you choose, you may also sign an agreement in the form of Exhibit H, Option Agreement.

ITEM 23: RECEIPTS.

Included as the last document of this Disclosure Document (Exhibit J) are duplicates of a Receipt. One copy of this Receipt must be signed and dated and delivered to us at least 14 calendar days before you sign the Franchise Agreement or pay any fee.

The names, principal business addresses, and telephone numbers of the franchise sellers offering the franchise are as follows:

Bob Braudrick, 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142, 866-828-4534
David Rutkauskas, 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142, 866-828-4534

EXHIBIT A

FINANCIAL STATEMENTS

UBUILDIT HOLDINGS, L.L.C.

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2021, 2020, AND 2019

UBUILDIT HOLDINGS, L.L.C.
EDMOND, OKLAHOMA

CONTENTS

	Page
Independent Auditor's Report	1 - 2
Financial Statement	
Exhibit A Balance Sheet	3
Exhibit B State of Income and Expenses	4
Exhibit C Statement of Changes in Member's Equity	5
Exhibit D Statement of Cash Flows	6
Notes to Financial Statement	7 - 9

TRENARY
CPA Firm, P.L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PEER REVIEW
OKLAHOMA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Member
of UBuildIt Holdings, L.L.C.
Edmond, Oklahoma

We have audited the accompanying financial statements of UBuildIt Holdings, L.L.C. (an Oklahoma limited liability company), which comprise the balance sheets as of December 31, 2021, 2020 and 2019, and the related statements of income and expenses, changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles general accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation

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PHONE: (405) 946-1000 OR (800) 746-1002 FAX: (405) 947-7007 EMAIL: INFO@TRENARYCPA.COM

and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of UBuildIt Holdings, L.L.C., as of December 31, 2021, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Trenary CPA Firm, P.L.L.C.

Trenary CPA Firm PLLC

Oklahoma City, Oklahoma
March 18, 2022

UBUILDIT HOLDINGS, L.L.C. **EXHIBIT A**
EDMOND, OKLAHOMA

BALANCE SHEET

	12/31/2021	12/31/2020	12/31/2019
ASSETS			
Current Assets			
Cash and Cash Equivalents (Note 2)	$ 76,412	$ 213,715	$ 33,184
Escrow	0	0	0
Total Current Assets	76,412	213,715	33,184
Fixed Assets			
Furniture & Fixtures	31,435	31,435	31,435
Less Accumulated Depreciation	(17,086)	(9,764)	(9,607)
Net Fixed Assets	14,349	21,671	21,828
Other Assets			
Galveston Investment	0	0	0
Intellectual Properties (Note 3)	1,250,000	1,250,000	1,250,000
Total Other Assets	1,250,000	1,250,000	1,250,000
Total Assets	$ 1,340,761	$ 1,485,386	$ 1,305,012
LIABILITIES AND MEMBER'S EQUITY			
Liabilities			
Current Liabilities			
Accrued Interest Payable	$ 2,602	$ 3,092	$ 3,352
Current Portion of Note Payable (Note 4)	481,342	71,257	66,775
Total Current Liabilities	483,944	74,349	70,127
Long-Term Liabilities			
Notes Payable (Note 4)	0	481,333	552,009
Total Liabilities	483,944	555,682	622,136
Member's Equity			
Member's Equity (Exhibit C)	856,817	929,704	682,876
Total Member's Equity	856,817	929,704	682,876
Total Liabilities and Member's Equity	$ 1,340,761	$ 1,485,386	$ 1,305,012

See accompanying notes and independent auditor's report.

UBUILDIT HOLDINGS, L.L.C.
EDMOND, OKLAHOMA

EXHIBIT B

STATEMENT OF INCOME AND EXPENSES **FOR THE YEARS ENDED**

	12/31/2021	12/31/2020	12/31/2019
Income	$ 954,177	$ 799,848	$ 822,946
Expenses			
Advertising	64,121	34,399	23,355
Auto & Truck Expense	0	7,012	2,430
Bank Service Charges	5,229	7,518	8,499
Contributions	0	800	2,730
Computer Expenses	78,854	91,244	99,723
Contract Labor	131,346	80,000	35,997
Depreciation Expense	3,489	156	3,367
Dues & Subscriptions	24,846	34,258	49,862
Home Shows	0	0	3,094
Insurance	165,922	90,427	117,416
Interest Expense	33,261	63,660	60,899
Licenses	0	3,100	3,395
Meals & Entertainment	0	8,081	738
Miscellaneous	0	0	7,542
Office Supplies	2,021	8,111	14,488
Postage	0	3,083	982
Printing & Reproduction	66,103	51,685	47,573
Professional Fees	20,309	25,324	51,220
Rent	0	0	25,000
Telephone	0	3,280	2,395
Travel	610	0	4,350
Utilities	0	0	2,993
Total Expenses	596,111	512,138	568,048
Net Income	$ 358,066	$ 287,710	$ 254,898

See accompanying notes and independent auditor's report.

UBUILDIT HOLDINGS, L.L.C.
EDMOND, OKLAHOMA

EXHIBIT C

STATEMENT OF CHANGES IN MEMBER'S EQUITY

FOR THE YEARS ENDED

	12/31/2021	12/31/2020	12/31/2019
Member's Equity:			
Beginning of Year	$ 929,704	$ 682,876	$ 1,042,532
Net Income	358,066	287,710	254,898
Prior Period Adjustment	(3,833)	0	0
Member's Distributions	(427,120)	(40,882)	(614,554)
Member's Equity:			
End of Year	$ 856,817	$ 929,704	$ 682,876

UBUILDIT HOLDINGS, L.L.C.
EDMOND, OKLAHOMA

EXHIBIT D

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED

	12/31/2021	12/31/2020	12/31/2019
Cash Flows From Operating Activities			
Net Income	$ 358,066	$ 287,710	$ 254,898
Adjustment to Reconcile Net Income to Cash Provided by Operations:			
Depreciation	3,489	156	3,367
(Increase)/Decrease in Escrow	0	0	2,161
Increase/(Decrease) in Accrued Interest	(490)	(260)	3,352
Net Adjustments	2,999	(104)	8,880
Net Cash Provided By Operating Activities	361,065	287,606	263,778
Cash Flow From Investing Activities			
(Acquisition)/Disposal of Galveston	0	0	761,944
(Acquisition) of Furniture	0	0	(18,272)
Net Cash (Used) by Investing Activities	0	0	743,672
Cash Flow From Financing Activities			
Increase/(Reduction) in Note Payable	(71,248)	(66,193)	(376,570)
Members' Distributions	(427,120)	(40,882)	(614,555)
Net Cash (Used) by Financing Activities	(498,368)	(107,075)	(991,125)
Net Increase/(Decrease) in Cash	(137,303)	180,531	16,325
Cash at January 1,	213,715	33,184	16,859
Cash at December 31,	$ 76,412	$ 213,715	$ 33,184
Supplemental Disclosure:			
Interest paid during the year was	$ 30,659	$ 60,568	$ 31,409

See accompanying notes and independent auditor's report.

NOTES TO FINANCIAL STATEMENTS

UBUILDIT HOLDINGS, L.L.C.
EDMOND, OKLAHOMA

NOTES TO THE FINANCIAL STATEMENTS
Page 1 of 2 **DECEMBER 31, 202**

1. **Summary of Significant Accounting Policies**

   Ubuildit Holdings, L.L.C. was formed on March 15, 2011. The company was formed to acquire the Master Franchise company, operating under the name UBuildIt.

2. **Cash and Cash Equivalents:** The Company considers all investments with maturities of 3 months or less as cash equivalents. The Company had no cash equivalents at December 31, 2021, 2020, and 2019.

3. **Intellectual Properties**: UBuildIt Holdings, LLC purchased all the intellectual properties of UBuildIt. The Intellectual properties consisted of Website information, Franchise Development information, Consulting Systems, Marketing materials, Sales materials, Franchisee Agreements, non-compete and non-disclosure agreements along with any and all printed materials and relevant database information related in any way to the current franchisees, franchise development and corporate operations.

4. **Notes Payable:** On May 31, 2019, the Company borrowed $650,000, from Bank 7. The note bears an interest rate of 6.5%. The payments of principal and interest are $8,750 for 35 months and will mature on June 1, 2022.

   The maturity of the notes are as follows:

2022	$481,333
Total	$481,333

5. **Revenue Recognition**: The company's revenue is derived from two different activities. First, the company sells franchises. Second, the company sells Construction Manuals to the Franchisee's for each project the Franchisee sells. The revenue is recognized on the sale of a Franchise upon completion of the training of the Franchisee. This process takes no more than three (3) months. Training is offered every three (3) months. The revenue on the Construction Manuals is recognized as the materials are shipped to the Franchisee.

UBUILDIT HOLDINGS, L.L.C.
EDMOND, OKLAHOMA

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EXHIBIT B

FRANCHISE AGREEMENT

EXHIBIT B

FRANCHISE AGREEMENT

Contents

ARTICLE 1 DEFINITIONS ***1***

ARTICLE 2 the GRANT OF FRANCHISE; trademarks; the system ***3***

2.1. The Grant of Franchise and Trademark Rights. **3**

2.2 Use of the Trademarks. **3**

2.3. Solicitation of Clients. **3**

2.4. Franchise. **3**

2.5. Additional Obligations and Acknowledgements. **4**

2.6. Franchisee's Principals. **5**

Article 3. FEES ***5***

3.1. Initial Franchise Fee. **5**

3.2. Technology Fee. **5**

3.3 National Marketing Fee. **5**

3.4. Time and Method of Payments **6**

3.5. Minimum Purchase. **6**

3.6. Technology Fee. **6**

3.7. Late Payment Fee. **7**

3.8. United States Currency **7**

Article 4. RECORDS, REPORTS, AND AUDITS ***7***

4.1. Franchisee Records. **7**

4.2. Reports to Franchisor. **7**

4.3. Annual Financial Statements. **7**

4.4 GAAP and Other Records. **7**

4.5. Audits. **7**

4.6. Ownership of Data. **8**

4.7. Data Privacy and Security. **8**

ARTICLE 5 PREMISES ***8***

5.1. Premises. 8
5.2. Franchisee's Election. 8
5.3. Temporary Location. 8
5.4. Selection and Modification of Premises. 9
5.5. Lease or Purchase of Premises. 9
5.6. Signage and Display. 9
5.7. Good Condition. 9
ARTICLE 6 TRAINING AND ANNUAL national CONVENTION 9
6.1. Initial Training. 9
6.2. Training-Related Expenses. 10
6.3. Subsequent Training. 10
6.4. National Convention and Training. 10
Article 7. FRANCHISEE OPERATIONS 10
7.1. Operational Requirements. 10
7.2. Personal Participation. 10
7.3. Construction Consultant. 10
7.4. Licenses. 11
7.5. Computer Systems. 11
7.6. Vehicle. 11
7.7. Supplies, Products, Equipment, and Services. 11
7.8. Sales of Approved Goods and Services. 11
7.9. Supplier Allowances. 11
7.10. Other Vendors. 12
7.11. Client Lists. 12
7.12. Hours of Operation. 12
7.13. Client Satisfaction. 12
7.14. Working Capital and Cash Flow. 12
7.15. Payments to Third Parties. 12
7.16. Other Business Operations. 13
7.17. Listings and Domain Names. 13
7.18. Staffing. 13
7.19. No Improper Purposes. 13

ARTICLE 8 ADVERTISING AND MARKETING *13*
8.1. Advertising. 13
8.2. Vendors and Suppliers. 14
8.3. No Pro Rata Expenditure Required. 14
8.4. Pricing. 14
8.5. Local Marketing. 14
8.6. Franchisee Marketing Councils. 14
8.7. Franchisor Approval of Advertisements and Promotions. 14
8.8. Additional Remedies for Violations. ..... 15~~14~~
ARTICLE 9 ASSIGNMENT OR TRANSFER *15*
9.1. Assignment, Transfer, or Encumbrance. 15
9.2. Minimum Conditions of Transfer. 15
9.3. Legend. 16
9.4. Right of First Refusal. 16
9.5. Sales of Securities. 16
9.6. Transfer or Assignment by Franchisor. ..... 17~~16~~
ARTICLE 10 Term and subsequent agreement *17*
10.1. Term. 17
10.2. Renewal. 17
10.3. Subsequent Agreement Form Will Vary Terms. 18
10.4. Fee. 18
ARTICLE 11 Termination *18*
11.1. Termination by Franchisee. 18
11.2. Termination by Franchisor On Notice. 18
11.3. Cross-Default. 19
11.4. Remedies Other Than Termination. 19
11.5. Effect of Termination. 19
11.6. Unpaid Future Fees. 20
ARTICLE 12 DEATH OR INCAPACITY OF FRANCHISEE *21*
12.1. Rights and Obligations of Heirs and Successors. 21
12.2. Operation After Death or Incapacity of Franchisee. 21
12.3. Training and Franchisor-Appointed Manager. 21

12.4. Transfer to Heir or Successor. 21

ARTICLE 13 INDEMNIFICATION AND INSURANCE 21

13.1 Indemnification. 21

13.2 Notice and Defense of Claims Against Franchisor. 22

13.3 Insurance. 22

13.4 Minimum Coverage. 23

13.5 Notice of Insurance-Related Claims. 23

13.6 Insurance and Indemnification Are Separate Obligations. 23

ARTICLE 14 FRANCHISEE COVENANTS 23

14.1 Restrictive Covenants of Franchisee. 23

14.2 Restrictive Covenants of Franchisee's Principals. ..... 24~~23~~

14.3 Consideration for Covenants; Severability. 24

ARTICLE 15 DISPUTE RESOLUTION 24

15.1 Process. 24

15.2 Limitation of Actions. 25

15.3 Limited Jurisdiction of Courts of Law. 26

15.4 Dispute Resolution Provision Survives Termination. 26

ARTICLE 16 GENERAL PROVISIONS 26

16.1 Relationship of the Parties. 26

16.2 Compliance with Law and Tax Regulations. 26

16.3 Warranties and Guarantees. 26

16.4 Governing Law. 27

16.5 Entire Agreement. 27

16.6 Cumulative Remedies. 27

16.7 Further Documentation. 27

16.8 Surviving Provisions. 27

16.9 Time of the Essence. 27

16.10 Amendment or Modification. 27

16.11 Notice. 27

16.12 . Non-Waiver of Rights. 28

16.13 . Severability. 28

16.14 . Risk of Operations. 28

16.15 . Receipt of Documents. 28

16.16 . Force Majeure. 28

16.17 . Business Judgment. 29

16.18 . Execution by Counterparts. 29

SCHEDULES

Schedule 1: Area And Franchise

Schedule 2: Guaranty And Assumption Of Obligations

Schedule 3: Individual Restrictive Covenants

Schedule 4: Lease Rider

UBUILDIT ®

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made between **UBUILDIT HOLDINGS, LLC**, an Oklahoma limited liability company located at 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142 ("Franchisor"), and _____ ("Franchisee"), residing or located at the address identified on the signature page of this Agreement, and effective on the date identified on the signature page of this Agreement (the "Effective Date").

ARTICLE 1

DEFINITIONS

"Affiliate" of Franchisor means a corporation controlled by, controlling, or under common control with Franchisor.

"Area" means the geographic area in which Franchisee's Premises will be located according to the boundaries identified by Schedule 1 of this Agreement.

"Construction Consultant" means the person named by Franchisee and approved by Franchisor to perform certain client services identified herein. Specific guidelines for eligibility to serve as Franchisee's Construction Consultant are listed in the Operations Manual. At a minimum, the nominee must have experience in residential construction and must be in the local area in which the Premises are to be located. If Franchisee is a natural person and meets the required criteria, then Franchisee is permitted to serve as Construction Consultant.

"Election Notice" has the meaning given in Section 5.2.

"Franchised Business" means the Franchisee's business operation under the System in conjunction with or using the Trademarks.

"Gross Revenue" means the gross amount, whether in money or other form of consideration, earned or received by Franchisee from any source related to or in connection with the operation of the Franchised Business or other use of the Trademarks, including but not limited to, all goods or services sold in the course of operating the Franchised Business whether directly under the UBuildIt plan, or by referral to a related construction or other business, and all materials and labor, whether on or off Franchisee's Premises, and whether for goods or services or promotions. Gross Revenue includes any monies derived from rental/sublet, subcontractors and use income in connection with our Trademarks. Gross Revenue also includes all insurance proceeds Franchisee receives for loss of business caused by a casualty or similar event at the Franchised Business. Gross Revenue does not include sales tax receipts that Franchisee is required by law to collect from clients and pay, and that Franchisee pays, or any client refunds actually paid. "Initial Training" means the training program provided by Franchisor to Franchisee or certain representatives of Franchisee at or near the Effective Date of this Agreement, which, in Franchisor's discretion, will be a combination of a computerized and in-person training, which in-person training will be held at Franchisor's headquarters, with a designated

franchisee, or another suitable location selected by Franchisor and will be given by instructors or trainers selected by Franchisor.

"Operations Manual" means Franchisor's confidential System manual(s), which include specifications for management, standards of operations, construction and remodeling techniques, equipment, supplies, inventory, and other aspects of the Franchised Business.

"Multi-Area Marketing Program" means a mandatory or voluntary program designed or approved by Franchisor to promote, market, or advertise the System across an area or region encompassing multiple franchisees.

"Operating Manager" means the person named by Franchisee and approved by Franchisor to have primary responsibility for the Franchised Business and Franchisee's compliance with this Agreement, the System, and the Operations Manual, and who is authorized by Franchisee to conduct all interactions with Franchisor and to bind Franchisee with respect to agreements with or commitments to Franchisor. If Franchisee is a natural person, then Franchisee is permitted to serve as Operating Manager.

"Principals" means, if Franchisee is an entity, Franchisee's owners, shareholders, members, partners, and any other individual holding any form of ownership interest or control over Franchisee, including the Operating Manager regardless of whether the Operating Manager holds any ownership interest.

"Vendor Program" has the meaning identified in Section 7.10.

"Premises" means the single office location at which Franchisee is permitted to operate the Franchised Business.

"Protected Territory," with respect to Franchisee, means the geographic area whose boundaries are identified in Schedule 1, within which Franchisor will not: (i) locate any other UBuildIt franchise office or any Franchisor-owned office, except for an office performing primarily administrative functions; With respect to another UBuildIt franchisee, if such other franchisee has entered into a comparable agreement with Franchisor, "Protected Territory" means a geographic area surrounding such franchisee's office location, the boundaries of which are defined in that franchisee's agreement with Franchisor.

"System" means the collection and synthesis of the products, services, methods of operation, and know-how that Franchisor has created, developed, used, and maintained for the establishment, development, and operation of a UBuildIt franchise.

"Trademarks" means trade names, trademarks, service marks, logos, Internet domain names, email addresses, Web site locators, decoration, trade dress, layout, and commercial symbols now or in the future owned by Franchisor or associated with Franchisor or the System, whether or not they are registered, including "UBUILDIT"®, and any future trademarks or service marks that Franchisor adopts or registers, that Franchisor permits Franchisee to use under this Agreement.

ARTICLE 2
THE GRANT OF FRANCHISE; TRADEMARKS; THE SYSTEM

2.1. The Grant of Franchise and Trademark Rights. Franchisor grants to Franchisee, and Franchisee accepts, for the term of this Agreement: (i) a nonexclusive license to operate the Franchised Business solely at the Premises; and (ii) the right and license to use the Trademarks solely in connection with the operation of the Franchised Business and the provision of goods and services to Franchisee's clients. Franchisee will operate in strict conformity with the Operations Manual and Franchisor's other quality control standards and specifications, which Franchisor is permitted to amend in its sole discretion and at any time. Franchisee will perform all obligations set forth in this Agreement.

2.2 Use of the Trademarks. Franchisee will operate the Franchised Business at the Premises under the name UBUILDIT®, and/or other Trademarks Franchisor specifies. Franchisee will diligently promote the value of the System and the Trademarks in conjunction with operating the Franchised Business. Franchisee will follow all directions and specifications established by Franchisor for use of the Trademarks. If Franchisee is not permitted lawfully to use the name UBUILDIT® in its market area, Franchisee will seek Franchisor's approval to use another name, which approval Franchisor will not unreasonably withhold. Neither Franchisee nor its Principals will use the Trademarks or any similar marks or words in any business name. Franchisee will indicate to third parties that it is "independently owned and operated," and that Franchisor owns the Trademarks and Franchisee uses them under license. Franchisee will not use any item of printed material of any kind bearing any of the Trademarks without Franchisor prior written consent, unless Franchisor has supplied the item. Franchisee will use notices of Trademark registrations and copyrights as Franchisor specifies.

2.3. Solicitation of Clients. Franchisee is permitted to solicit clients in any location; provided, however, that Franchisee is not permitted to solicit clients or advertise or promote its goods or services within another franchisee's Protected Territory, or with respect to a franchisee who has no Protected Territory, within a four-mile radius of such franchisee's office location. Franchisor will timely notify Franchisee of the Protected Territories of other local franchisees and any applicable four-mile protected radius and will promptly update Franchisee of any changes or additions to any such territories. The limitation on solicitation under this Section 2.3 does not prohibit Franchisee from providing goods or services to any client in any location, including within any protected area around another franchisee's office location, so long as Franchisee has not solicited such client or advertised or promoted its goods or services in violation of this Section 2.3 and can provide such goods or services in compliance with the requirements of the Operations Manual. This Section 2.3 notwithstanding, Franchisee will participate in and will not object to other franchisees' participation in any Multi-Area Marketing Program required by Franchisor, regardless of the location of the activities performed under such Multi-Area Marketing Program.

2.4. Franchise. During the term of this Agreement, Franchisor will not locate any other UBuildIt franchise office or any Franchisor-owned office (except for an office performing primarily administrative functions) within the Protected Territory, the boundaries of which are identified in Schedule 1, so long as Franchisee is in compliance with this Agreement and has met any applicable

minimum purchase quota. Franchisee acknowledges and agrees that Franchisor may grant additional franchises to other franchisees located anywhere except within the Protected Territory, and Franchisor may establish Franchisor-owned or operated offices at any location except within the Protected Territory. Franchisee acknowledges and agrees that the Protected Territory only relates to the physical location of offices and does not limit any other franchisee's or Franchisor's right to provide services to clients within the Protected Territory. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that other UBuildIt franchisees and Franchisor may perform UBuildIt services or provide UBuildIt-approved goods in any area or franchise at any time.

2.5. Additional Obligations and Acknowledgements. The rights granted in this Agreement are subject to the following obligations and acknowledgements of Franchisee and Franchisee's Principals:

(a) Franchisee will convey to Franchisor any new developments or deviations created or discovered by Franchisee in connection with its operation of the Franchised Business.

(b) Franchisee will ensure that any licenses, permits, or other official documents Franchisee acquires in using the Trademarks will state that Franchisee's use of the Trademarks is limited to the Franchised Business.

(c) Franchisee will notify Franchisor immediately if there is any infringement or challenge to Franchisee's use of the Trademarks. Franchisor is not obligated to protect Franchisee's right to use the Trademarks and is permitted to direct Franchisee not to use the Trademarks or to change the Trademarks at Franchisee's expense.

(d) Any and all goodwill associated with or identified by the Trademarks belongs to Franchisor.

(e) Franchisee will keep the Operations Manual and its contents confidential and will not disclose them except to Franchisee's employees and only to the extent necessary for those employees to perform authorized duties. Franchisee will follow all of Franchisor's security procedures, which must include the execution and delivery to Franchisor of approved nondisclosure, non-competition, and non-solicitation agreements by all of Franchisee's employees within one week after they are hired. Unauthorized use of the Operations Manuals or the Client Manuals or any other confidential information or materials provided by Franchisor is a breach of this Agreement and an infringement of Franchisor's proprietary rights, including trade secrets and copyrights.

(f) The confidential Operations Manual is and will remain the exclusive property of Franchisor. Franchisor will loan Franchisee one copy of the Operations Manual (hard or electronic) for the term of this Agreement. Franchisee will return the Operations Manual to Franchisor at the termination or expiration of this Agreement or at any other time at Franchisor's request. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures that Franchisor prescribes for the Franchised Business and contains information about Franchisee's other obligations under this Agreement. Franchisor is permitted to change or add to the Operations Manual to reflect changes in its image, specifications, or procedures, and will lend Franchisee copies of any

changes or additions. However, Franchisor will not make any change that will change Franchisee's fundamental status and rights under this Agreement. Franchisee will implement any changes that do not have a material out-of-pocket cost immediately, and any changes having a material out-of-pocket cost no later than ninety (90) days of receiving notice of the change. **Franchisee will not copy or reproduce any part of the Operations Manual, either physically or electronically**. If Franchisee's copy of the Operations Manual is lost, destroyed or significantly damaged, Franchisee will obtain a replacement from Franchisor, at its then-applicable charge, which will be no more than the cost of copying plus a reasonable administrative charge. If Franchisee, or any other person or entity, customizes the Operations Manual for a non-U.S. market, all customizations become Franchisor's property and become a part of the Operations Manual.

2.6. Franchisee's Principals. Each of Franchisee's Principals will guarantee the terms of this Agreement in the form attached as Schedule 2 and will execute agreements that include covenants of non-competition, non-solicitation, and non-disclosure in the form attached as Schedule 4. Franchisee will not add or admit any new owner without Franchisor's written consent, which consent Franchisor may base or condition on any matters in its sole discretion, including such new owner's satisfactory completion of System-related training, and execution of Schedules 2 and 4. If Franchisee is an entity, it will give Franchisor a copy of any partnership agreement, operating agreement, shareholder agreement, or other agreement among the individual owners providing for the designation of the Operating Manager and a succession plan for replacement of that Operating Manager if needed.

ARTICLE 3.
FEES

3.1. Initial Franchise Fee. In consideration for the grant of the franchise and for providing Initial Training, Franchisee will pay Franchisor:

An initial franchise and services fee on execution of this Agreement in the amount of Thirty-Five Thousand Dollars $35,000). The initial franchise fee is due in full on Franchisee's execution of this Agreement, unless otherwise required by state law, in which case it is due on the day Franchisee opens for business and is fully earned on payment.

3.2. Technology Fee. Franchisee will owe to Franchisor a nonrefundable monthly Technology Fee of $500, starting on the first day of the first full month after the Effective Date of this Agreement. For example, if your Franchise Agreement is effective on March 15, your Technology Fee is due starting April 1. The Technology Fee may be increased by an amount equal to the cumulative percentage increase in the US CPI – All Urban Consumers since the last increase, whether or not the prior increase was before the date of this Agreement.

3.3 National Marketing Fee. If Franchisor implements a National Marketing Fund, Franchisee will owe to Franchisor a nonrefundable monthly national marketing fee of no more than the greater of 3% of the Franchisee's Gross Revenue or $450 per month. starting on the first day of the third full month after the Effective Date of this Agreement.

3.4. Time and Method of Payments. Franchisee will pay all Technology Fees and other fees by means and at the times specified by Franchisor, which may include without limitation check, certified check, money order, credit card (fees may apply), automatic pre-authorized payment plan, Internet, or electronic funds transfer.

3.5. Minimum Purchase. Franchisee will purchase at least two Planning Manuals and two Construction Manuals ("Client Manuals") from Franchisor or its designated source at the start of each calendar quarter, starting at the date that is one month after Franchisee signs this Agreement, at Franchisor's then-current prices. Franchisee may choose to order additional Client Manuals at any time. These prices may be increased by an amount equal to the cumulative percentage increase in the US CPI – All Urban Consumers since the last increase, whether or not the prior increase was before the date of this Agreement.

Franchisor's current practice for facilitating the sale as of the date of this Agreement is that it will ship the minimum number of Manuals to Franchisee and charge Franchisee at its then-current prices on the first business day of each calendar quarter (the business days immediately after January 1, April 1, July 1, and October 1). If the effective date of this Agreement falls in the month before the start of a calendar quarter, Franchisee's minimum purchase obligation will be delayed to start with the following quarter. Franchisor may change the timing and method of delivery on reasonable notice to Franchisee.

Failure to make these minimum purchases will be considered a violation of a material provision of this Agreement. On such failure, after notice and ten days' opportunity to cure. Franchisor may elect any or all of the following remedies: (i) Franchisee will owe Franchisor liquidated damages equal to the purchase price of the required minimum purchase, due and payable on notice to Franchisee; (ii) the first two sentences of Section 2.4 shall no longer be of any effect, and Franchisor may locate another office or grant another franchisee the right to open an office, to solicit clients, and/or to advertise in the Protected Territory; (iii) Franchisor may terminate the Franchise Agreement in accordance with the other provisions of this Agreement and applicable state law, in addition to any other remedies it may have.

Franchisee will not copy or reproduce or make public any part of any Client Manual, either physically or electronically.

3.6. Technology Fee. Franchisor has the right to charge Franchisee a Technology Fee to cover its costs of providing support and services to Franchisee and maintaining and developing the franchise system of doing business, including without limitation, technical knowledge, business opening and management assistance, advertising and marketing, vendor and supplier relations, manual development, public relations, brand recognition, online Knowledge Center, monthly newsletter, and other general and specific support to Franchisee. The fee is currently $500 per month, and may be adjusted for Franchisor's franchisees generally no more than once every twelve months by the cumulative percentage increase in the U.S. CPI – All Urban Consumers since the last such increase, whether or not such increase occurred during the term of Franchisee's Agreement. The fee is charged, and services and emails are provided for each office you maintain; if you own more than one franchise operated from a single office, you pay only one Technology Fee, but receive only one set of technical tools, an initial allotment of emails, and a single set of other components of the technology package.

3.7. Late Payment Fee. Each late payment by Franchisee is subject to a late payment charge of the lesser of One Hundred Dollars ($100) or the maximum charge allowed by law. In addition to late payment charges, Franchisee will pay interest on any overdue amount at the lesser of one and one-half percent (1.5 %) per month or the maximum interest rate allowed by law.

3.8. United States Currency. All payments to Franchisor and dollar amounts stated in this Agreement are in United States Dollars unless otherwise expressed. If a conversion from another currency is made, the conversion will be made as of the date the payment is due, or the date the payment is actually made, whichever is more beneficial to Franchisor.

ARTICLE 4.
RECORDS, REPORTS, AND AUDITS

4.1. Franchisee Records. Franchisee will keep current, accurate records relating to the Franchised Business, including information concerning each business transaction, client inquiries, and contact information in the manner Franchisor prescribes, including both hard copy and electronic records accessible by Franchisor. Franchisee will keep its books, records, and accounting related to the Franchised Business separate from any other business or assets owned or managed by Franchisee or its Principals.

4.2. Reports to Franchisor. Franchisee will provide Franchisor all hard copy and electronic reports Franchisor prescribes. On or before the close of business on the first day of each month, or more frequently if Franchisor requires, Franchisee will deliver or provide electronic access to its business records, including a complete itemized report of Franchisee's Gross Revenue for the prior period, in a form Franchisor prescribes. To the extent required by Franchisor, Franchisee's itemized report also will include: (i) Franchisee's certification of the accuracy of records of Gross Revenue for the period reported; (ii) copies of client invoices and contracts; (iii) copies of all invoices for purchases of inventory or equipment; (iv) reports of revenues collected from UBuildIt clients from Franchisee's ancillary business, if any; and (v) any other information regarding Franchisee's Franchise Business requested by Franchisor. A penalty fee will be due to Franchisor on the fifth day of the month for incomplete or inaccurate reporting, in an amount specified by Franchisor in the Operations Manual. (See Note 11 of the FDD for details),

4.3. Annual Financial Statements. Each year during the term of this Agreement, Franchisee will provide to Franchisor a copy of Franchisee's annual unaudited financial statements on request, including a profit and loss statement and a balance sheet, and containing complete notes and disclosures, and its annual tax returns.

4.4 GAAP and Other Records. Franchisee will prepare all financial reports in accordance with U.S. generally accepted accounting principles, consistently applied. In addition to the other records and reports identified in this Article 4, Franchisee will periodically deliver to Franchisor any accounting, tax and other information or copies of documents that Franchisor requests that relate directly to the Franchised Business, which need not be audited.

4.5. Audits. Franchisor or its agents may enter the Premises to examine or audit Franchisee's operations and records at any reasonable time, and without advance notice. Franchisor will bear the

cost of any audit or examination, unless Franchisee fails or has failed to report as required or understates or has understated Gross Revenue by two percent (2%) or more for any reported time period. In the event of such failure or understatement, Franchisee will promptly pay the audit cost and any unpaid or underpaid fee. In the event of such failure, understatement, non-payment, or late payment, Franchisor also is entitled to any other remedies provided for under this Agreement or by law.

4.6. Ownership of Data. All data that Franchisee collects, creates, provides or otherwise develops (including, but not limited to client information) is (and will be) owned exclusively by Franchisor, and Franchisor may use such data in any manner that it deems appropriate without compensation to Franchisee. Franchisee must give Franchisor copies and/or originals of such data on request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the Franchised Business.

4.7. Data Privacy and Security. In addition to the other requirements of this Agreement to give Franchisor various information and reports, Franchisee agrees to give Franchisor information that Franchisor reasonably requires concerning Franchisee's compliance with respect to data and cyber-security requirements.

ARTICLE 5
PREMISES

5.1. Premises. Franchisee will operate the Franchised Business only at and from the Premises, except that Franchisee is permitted to operate for a limited period from a temporary location as provided by this Agreement. The Premises will be located within the Area defined in Schedule 1, unless Franchisor consents to a location outside the Area. If Franchisee is party to more than one franchise agreement with Franchisor, Franchisee may operate up to five Franchised Businesses from one Premises. Franchisee's Area, at the time of grant, will have a minimum population of approximately 300,000, determined according to the most recent census data and common geographical boundaries such as zip codes and county lines.

5.2. Franchisee's Election. No later than ten (10) days after the Effective Date of this Agreement, Franchisee will notify Franchisor in writing (the "Election Notice") of whether Franchisee will: (i) begin operating the Franchised Business at a permanent location (the Premises) within one hundred eighty (180) days after the Effective Date of this Agreement; or (ii) begin operating the Franchised Business at a temporary location no later than thirty (30) days after Franchisee completes the Initial Training. This Section shall not apply to a renewal franchise.

5.3. Temporary Location. If Franchisee elects to operate initially at a temporary location, Franchisee will identify its proposed location (the "Proposed Temporary Location") to Franchisor no later than ten (10) days after Franchisor's receipt of the Election Notice. Franchisor will approve or disapprove the Proposed Temporary Location no later than ten (10) days after Franchisee identifies it to Franchisor; provided, however, that Franchisor is permitted to delay for a reasonable time such approval or disapproval if Franchisor requires additional information regarding the Proposed Temporary Location, which Franchisee will provide as requested. If Franchisor rejects the Proposed Temporary Location, then Franchisee will have an additional ten (10) days to identify a substitute

Proposed Temporary Location, which Franchisor will have ten (10) days to approve or disapprove. Such process will continue until Franchisor approves a Proposed Temporary Location. Any lease Franchisee enters into for any temporary location will be for a period not to exceed twelve (12) months. Franchisee will relocate from any temporary location to its permanent Premises no later than thirteen (13) months after completing Initial Training. This Section shall not apply to a renewal franchise.

5.4. Selection and Modification of Premises. Franchisee is responsible for the selection of the Premises, but any proposed site is subject to review and approval by Franchisor. The Premises will be an enclosed office space distinctly and physically separate from any other business, with its own locking entrance and with the outward appearance of being solely dedicated to operation of the Franchised Business. Franchisor will base its evaluation of any proposed site on factors it deems relevant to maintain the value of the System and the Trademarks, and Franchisee will provide any information requested by Franchisor in connection with Franchisor's evaluation. 'After Franchisor approves the Premises, Franchisee will not make any substantial improvements, renovations, or changes to the Premises without Franchisor's further written consent.

5.5. Lease or Purchase of Premises. Franchisee will own, purchase, or lease the required real property and improvements constituting the Premises. Franchisee will provide to Franchisor a copy of any lease for a proposed site, and Franchisee will not enter into any such lease until receiving written consent from Franchisor. After executing any approved lease, Franchisee will deliver to Franchisor a copy of the executed lease and an option to assume the lease executed by the lessor and Franchisee in favor of Franchisor in the form attached as Schedule 5.

5.6. Signage and Display. Franchisee will prominently display the Trademarks at the Premises and at client sites. Those displays and signage will be at all times consistent with the requirements of the Operations Manual.

5.7. Good Condition. Franchisee will maintain the Premises in good, working condition at all times, and will promptly repair the Premises or change its signage, décor, or trade dress if requested by Franchisor. Franchisee acknowledges and agrees that any change made by Franchisor to the Trademarks will be a reasonable basis to require changes to Franchisee's signage, décor, or trade dress, and Franchisee will make such changes at its own expense.

ARTICLE 6
TRAINING AND ANNUAL NATIONAL CONVENTION

6.1. Initial and Secondary Training. Franchisee's representatives participating in Initial Training will complete Franchisor's online pre-training program. After successful completion of pre-training, Franchisee's Operating Manager and one other person will attend a week of in-person classroom training at Franchisee's headquarters. This initial training is then followed by two weeks of on-the-job training with an experienced franchisee designated by Franchisor. In-person training will take place after Franchisee pays the initial franchisee fee but no later than ninety (90) days after the Effective Date of this Agreement and before Franchisee opens the Franchised Business. After in-person training, Franchisee's representatives will promptly complete Franchisor's online post-training module. This Section shall not apply to a renewal franchise.

6.2. Training-Related Expenses. Franchisee will pay the designated training franchisee the sum of $5000 at the start of training, and will pay for all travel, accommodations and other costs for its representatives attending or participating in Initial Training and any other training program.

6.3. Subsequent Training. Franchisee, including its Operating Manager and Construction Consultant, will participate in and complete to Franchisor's satisfaction any additional training or education programs required by Franchisor. Franchisee will pay for any travel, accommodations and other costs for its representative(s) attending such subsequent training programs and will pay to Franchisor a training fee established by Franchisor, which is currently Two Hundred Fifty Dollars ($250) per day per trainee for in-person training. Franchisor is permitted to institute reasonable increases in these fees at any time on thirty (30) days' written notice to Franchisee. If Franchisee seeks to appoint a new Operating Manager or Construction Consultant, such new Operating Manager or Construction Consultant will complete all training requirements imposed on the Operating Managers and Construction Consultant of new franchisees at that time.

6.4. National Convention and Training. Franchisee's Operating Manager will attend Franchisor's national convention and training, when held, and will pay to Franchisor a fee established by Franchisor to defer the direct and administrative costs of providing the national convention and training, up to a maximum of $1500, adjusted from the Effective Date of this Agreement by the increase in CPI – All Urban Consumers. Franchisee will also pay travel, food, accommodations, and all other related expenses for its representatives attending the national convention and training.

ARTICLE 7.
FRANCHISEE OPERATIONS

7.1. Operational Requirements. Franchisee will comply with all operational requirements specified in the Operations Manual, which Franchisor is permitted to amend and revise at any time and in its sole discretion. The Operations Manuals may include without limitation requirements, standards, and specifications for leases, real estate, fixtures, equipment, inventory, advertising, communication programs, Internet or network access services, supplier and vendor programs, Trademark usage, dress code, Multi-area Marketing Programs, and other goods and services, which requirements, standards, and specifications Franchisor is permitted to establish and revise in its sole discretion, including Franchisor's subjective determinations relating to quality, value, and appearance. Within ninety (90) days of receiving written notice, Franchisee will adopt all changes that require any material expenditure; and will adopt all other changes immediately on receiving written notice.

7.2. Personal Participation. Franchisee and/or Franchisee's Operating Manager will participate personally in the Franchised Business at the Premises on a daily basis.

7.3. Construction Consultant. Franchisee will be or will employ a qualified Construction Consultant meeting Franchisor's eligibility criteria. The Construction Consultant will be involved in and responsible for all client project planning, estimates provided by Franchisee, and recommendations of subcontractors to clients, and will attend each scheduled site visit. The Construction Consultant will fulfill any training requirements established by Franchisor at the expense of Franchisee, including without limitation: (i) an online training program, which the Construction Consultant will satisfactorily complete no later than two (2) weeks after entering

Franchisee's employment; and (ii) an in-person training program at a location selected by Franchisor, which the Construction Consultant will satisfactorily complete no later than ninety (90) days after entering Franchisee's employment.

7.4. Licenses. Before opening for business, Franchisee will obtain all business, contractor, and other licenses required for operation at the Premises and in Franchisee's jurisdiction(s), at Franchisee's expense. If allowed by applicable law, Franchisee is permitted to satisfy this licensing requirement by employing a person or persons holding the licenses required in Franchisee's jurisdiction(s). Franchisee will maintain all such licenses in good standing at all times during the term of this Agreement.

7.5. Computer Systems. Franchisee will acquire, maintain, upgrade as needed, and use a computer system and information processing and communication system, including all applicable hardware, software, and Internet or other network access, as Franchisor prescribes from time to time. Franchisee will abide by the terms of any separate software or other license agreement that Franchisor or its designee uses for providing these services. To provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor has the right to set, in writing reasonable new standards for the implementation of technology in the System; and Franchisee agrees to comply with those reasonable new standards as if this Section 7.5 were revised for that purpose.

7.6. Vehicle. Franchisees will use a vehicle in conjunction with the Franchised Business and it will be branded in accordance with current Franchisor standards.

7.7. Supplies, Products, Equipment, and Services. Franchisee will obtain supplies, equipment, and services only from sources that conform to Franchisor's requirements, which requirements Franchisor will establish in the reasonable exercise of its discretion. These items will include a Trade Show Booth that Franchisee must acquire within one year after opening and maintain thereafter, built to Franchisor's specifications Franchisee will act for itself in obtaining supplies, equipment or services. Franchisee will promptly repair or replace obsolete or mechanically impaired equipment with equipment that meets Franchisor's specifications. Franchisee will pay for all equipment and products it buys from Franchisor at the time of ordering, F.O.B. Franchisor's designated distribution site, and Franchisee will pay all freight and insurance. Franchisor is permitted to obtain a profit on any equipment, products, or services sold or leased to Franchisee.

7.8. Sales of Approved Goods and Services. Franchisee will sell only goods and services that conform to Franchisor's requirements and specifications. Franchisee is permitted to seek Franchisor's approval for any unapproved equipment, goods, or services, which approval Franchisor is permitted to base or condition on any matter in its reasonable judgment, including without limitation performance characteristics, quality, appearance, reliability, and payment by Franchisee for any third-party testing of such products or services. Franchisor will grant or deny its approval of such equipment, products, or services within a reasonable time. At Franchisor's request, Franchisee will disclose all terms of any agreement Franchisee has with any supplier.

7.9. Supplier Allowances. Franchisor will use its efforts to identify sources of equipment, goods, services, supplies, and advertising with consistently high and uniform quality standards. Franchisor

will specify or approve certain goods and services for use in the Franchised Business, which goods and services Franchisee will use as specified by Franchisor. Franchisor is permitted to negotiate marketing programs, including Vendor Programs, with vendors and suppliers, and to obtain payments or advertising allowances from such vendors and suppliers for doing so.

7.10. Other Vendors. Franchisee will not advertise or promote any goods or services provided by a vendor or supplier in which Franchisee has any interest unless: (i) Franchisee clearly and conspicuously discloses its interest to any client to whom those goods or services are advertised or promoted; (ii) Franchisor has approved the vendor or supplier, which approval Franchisor is permitted to base or condition on any matter in its sole discretion, including without limitation such supplier's or vendor's execution of a non-disclosure agreement, guarantee of a certain level of quality, and provision of sufficient samples to test at Franchisee's expense; and (iii) Franchisee has disclosed to Franchisor and obtained Franchisor's approval of the terms of any agreement, oral or written, between Franchisee and the vendor or supplier. For the purposes of this Section 7.11, Franchisee has an "interest" in a vendor or supplier if, with respect to that vendor or supplier, Franchisee, its Operating Manager, or any immediate family member of either, holds any ownership interest or is entitled, directly or indirectly, to any portion of revenues or profits, including any portion of the revenues or profits derived from individual sales.

7.11. Client Lists. Franchisee will provide its client list to Franchisor, who will keep it confidential and will not disclose to any other franchisee so long as Franchisee is in compliance with this Agreement, and Franchisee will not sell, transfer or divulge any list of clients or prospective clients of the Franchised Business to any other person or entity without Franchisor's prior written consent.

7.12. Hours of Operation. Franchisee's Premises will remain open and will have at least one responsible person on-site on a continuous basis during regular business hours, which will be at Franchisee's election consistent with local business customs and standards.

7.13. Client Satisfaction. Franchisee will use its best efforts to satisfy every client. If Franchisee does not provide any client with satisfactory service, or if Franchisee violates any requirements of this Agreement, the System, or the Operations Manual, Franchisor is permitted, in addition to all other remedies, to complete the client services and to collect payment from the client, or to refer the matter to another franchisee for completion and collection of payment. If Franchisor performs such services or refers such services to another franchisee, Franchisee waives all rights for any payment from such client.

7.14. Working Capital and Cash Flow. Franchisee will maintain, at all times, sufficient working capital above Franchisee's established cash flow to ensure the ongoing, consistent, and continuous operation of the Franchised Business. On request, Franchisee will provide to Franchisor satisfactory evidence of Franchisee's working capital.

7.15. Payments to Third Parties. Franchisee will pay when due all sums owed to vendors, suppliers, employees, contractors, landlords, utilities, governmental agencies, and all other third parties for expenses arising out of or relating to Franchisee or the Franchised Business. If Franchisee fails to pay any such amount when due, then Franchisor is permitted to pay such amount on Franchisee's behalf and to collect from Franchisee reimbursement for such payment, including any

related interest, fees, or administrative charges. In all third-party agreements between franchisee and others, the franchisee's business entity name must be used, and not the UBuildIt Designator.

7.16. Other Business Operations. Franchisee and its Operating Manager will not engage in any other business activities except with the prior written consent of Franchisor, which consent Franchisor is permitted to base or condition on any matter, including the establishment of a separate business entity to perform such other business activities and the prohibition from performing such other business activities at the Premises. In no event will Franchisee or its Operating Manager use the Trademarks or allow the Trademarks to be associated with any business activity that has not been approved by Franchisor.

7.17. Listings and Domain Names. All telephone, email, Internet, domain name, electronic network, directory, and listings for or related to the Franchised Business are Franchisor's property, and on termination will revert to Franchisor. Franchisee agrees to execute any and all documents needed to perfect such reversions, including the Conditional Assignment of Listings attached as Exhibit G to the Franchise Disclosure Document.

7.18. Staffing. Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and its employees. These people is the employees of Franchisee and not the employees or agents of Franchisor. Franchisee shall have sole responsibility to determine who and how many to employ, terms of employment, scheduling employee work hours, how to assign work, and when and how to discipline and terminate its employees. Franchisee shall at all times comply with all applicable employment laws. Franchisor will not have any duty or obligation to operate the Franchised Business, to direct or supervise Franchisee's employees, or to oversee Franchisee's employment policies or practices. Franchisor also will have no involvement in any employee administrative functions of the Franchised Business, such as handling payroll, providing workers' compensation insurance, providing necessary facilities and safety equipment, or providing tools or materials required for the work, all of which is the responsibility of Franchisee.

7.19. No Improper Purposes. Franchisee will not allow the Franchised Business to be used for any improper, immoral, unethical, unauthorized, or illegal purpose.

ARTICLE 8
ADVERTISING AND MARKETING

8.1. Advertising. Franchisor will own any advertising, and is permitted to use any advertising, promotional, or marketing activities in Franchisor's sole discretion, including without limitation: market research and development; local, regional, national, or international advertising, marketing, or promotions in any medium, including electronic; product development; signage; co-branding, co-marketing, or partnership arrangements with affiliates, vendors, suppliers, or any other person or entity; revisions or additions to the Trademarks; administration of advertising, marketing, and promotions, including related salaries, accounting, collection, legal, and other professional services costs; any media or agency costs; and any other matters that advance the advertising, marketing, or promotion of the System, the Franchised Business, or the Trademarks.

8.2. Vendors and Suppliers. Franchisor or any Franchisor affiliate is permitted to provide any and all goods and services relating to advertising, promotions, and marketing activities. The selection of any third-party vendor or supplier of goods or services for advertising, promotions, or marketing activities is solely in the discretion of Franchisor.

8.3. No Pro Rata Expenditure Required. Franchisee acknowledges and agrees that Franchisor has no obligation to expend any particular amounts on advertising, promotions, or marketing activities in the area surrounding Franchisee's Premises, in proportion to Franchisee's contributions or the population of the local area, or on any particular advertising, promotional, or marketing activity. Franchisee further acknowledges and agrees that Franchisor has no obligation to require other franchisees to engage in local marketing activities.

8.4. Pricing. Franchisee will set its own prices for goods and services; provided, however, that to the extent permitted by law, Franchisee will follow any pricing requirements established by Franchisor. Franchisee will honor all coupons, price reductions, and promotional discounts established or required by Franchisor.

8.5. Local Marketing. Franchisee is responsible for its own local marketing. Franchisor will from time to time provide templates of marketing materials and guidance on local marketing strategy. Any marketing is subject to Franchisor's prior written approval, and Franchisee will immediately cease use of any marketing materials that it believes in its sole discretion are not consistent with its brand image or advisable for its system development. Franchisor shall have the discretion, by sixty days' prior notice to Franchisee, to require Franchisee to contribute to a local or national marketing fund in amounts consistent with other franchisees. Franchisee must spend at least $5000 per month (adjusted annually for inflation) on local and regional advertising and marketing, including such contributions to local and national funds. If Franchisor designates an advertising and marketing agency, Franchisee must use it for the minimum monthly local and regional advertising and marketing expense. Franchisee may use an agency of its choice for such additional advertising and marketing.

8.6. Franchisee Marketing Councils. Franchisee is permitted to form or join any marketing council, cooperative, or association of System franchisees for any lawful purpose. The existence and activities of a franchisee marketing council notwithstanding, Franchisee will not engage in or participate in any activities not permitted by this Agreement or the Operations Manual, including any advertisements, promotions, or marketing activities not approved by Franchisor.

8.7. Franchisor Approval of Advertisements and Promotions. Franchisee will not independently advertise or promote in any medium (including electronic) without Franchisor's prior written approval, except when using materials provided or previously approved by Franchisor. Franchisor will promptly review and approve or disapprove any proposed materials, provided that Franchisor will be allowed no fewer than ten (10) business days to provide its approval or disapproval, and any longer period warranted by circumstances. At Franchisor's request, Franchisee will assign and cause any other author or creator to assign to Franchisor, without further consideration, all intellectual property rights, including any copyright, in and to any original advertising, promotional, or marketing materials conceived of or created by Franchisee or on franchisee's behalf.

8.8. Additional Remedies for Violations. In addition to all other remedies, if Franchisee fails to pay required fees, contributions, or any other violations. Franchisor is permitted, without notice, to delete Franchisee from advertising, marketing, and lead distribution, or to prohibit and prevent Franchisee from participating in any Multi-Area Marketing Program or any other regional or multi-franchisee programs, including the annual national convention and training.

ARTICLE 9
ASSIGNMENT OR TRANSFER

9.1. Assignment, Transfer, or Encumbrance. Franchisee will not voluntarily or involuntarily assign, transfer, or encumber any interest in or ownership or control of Franchisee, the Franchised Business, or this Agreement, or make any lease or sublease of the Premises, without Franchisor's prior written consent, which consent Franchisor will not withhold unreasonably. Any attempted transfer of any interest in Franchisee, the Franchised Business, or this Agreement, without Franchisor's prior written consent, will be a default under the terms of this Agreement, and will be voidable by Franchisor. Franchisee will not offer, sell, or grant any sub-franchise in the Franchised Business.

9.2. Minimum Conditions of Transfer. Franchisee acknowledges and agrees that Franchisor's consent to any assignment or transfer will be subject, at a minimum, to the prior performance or demonstration of the following conditions:

The transferee agrees in writing to assume all obligations of Franchisee in connection with this Agreement and the Franchised Business;

Franchisee pays or collects all ascertained or liquidated debts owed by or to Franchisee;

Franchisee is not in default in any way under this Agreement or any agreement between Franchisor or its affiliates and Franchisee;

The proposed transferee pays for and agrees in writing to complete at the transferee's expense and to Franchisor's satisfaction an online training program within thirty (30) days after the effective date of transfer and the in-person initial training program described above within ninety (90) days after the effective date of transfer;

Franchisee pays Franchisor a transfer fee of $10,000;

At Franchisor's request, the transferee executes all of the documents Franchisor then requires of new franchisees, including a new franchise agreement if required by Franchisor, the terms of which may vary materially from this Agreement, but that are the same generally as other franchise agreements offered at that time by Franchisor.

The transferee meets all of Franchisor's subjective and objective standards, including without limitation experience, financial capacity, talent, skills, and qualities of character, applicable to new franchisees;

Franchisee and its Principals and directors execute a general release in favor of Franchisor, to the extent permitted by law; and

Franchisee obtains and submits satisfactory evidence of consent of lenders and governmental authorities for all material permits, approvals, and licenses.

The conditions in this Section 9.2 are non-exclusive, and Franchisor is permitted to impose any other conditions it deems reasonable in its sole discretion. Franchisor also is permitted to waive or defer any of these conditions in its sole discretion.

9.3. Legend. If Franchisee is a corporation or other entity, its shares of stock or other evidence of ownership will bear the following legend, printed legibly and conspicuously:

> This company, corporation, or partnership is party to a franchise agreement with UBuildIt Holdings, LLC, which agreement may be void or voidable by UBuildIt Holdings, LLC on transfer of this instrument without the consent of UBuildIt Holdings, LLC. Reference is made to the franchise agreement and to its restrictive provisions. No transfer without UBuildIt Holdings, LLC's consent will diminish or minimize the franchisee's obligations under the franchise agreement.

9.4. Right of First Refusal. No later than ten (10) days after receipt by Franchisee (or its heirs, estate, guardian, trustee or assigns) of a bona fide offer acceptable to Franchisee to buy all of the Franchised Business, Franchisee will notify Franchisor of the offer in writing and will deliver to Franchisor a signed copy of the complete offer. Franchisor or its assignee is then permitted to purchase and acquire all or part of Franchisee or the Franchised Business and Franchisee's rights under this Agreement at the price and on the same terms and conditions as offered to Franchisee. Franchisor is permitted to substitute cash for any other form of consideration contained in the offer and to pay the entire purchase price at closing. If Franchisor elects to exercise this right to purchase, it will do so in writing to Franchisee within thirty days, to close no later than sixty (60) days after receiving Franchisee's notice. If Franchisor does not exercise this right to purchase within sixty (60) days, Franchisee is permitted to transfer Franchisee or the Franchised Business to the offeror, but not at a lower price or on more favorable terms than disclosed to Franchisor in writing; provided, however, that any such transfer or assignment is subject to Franchisor's written consent, as provided herein. If Franchisee does not transfer Franchisee or the Franchised Business to the offeror within ninety (90) days from the date on which Franchisee delivered a signed copy of the complete offer to Franchisor, then Franchisee will again extend this first right of refusal to Franchisor before making any transfer or assignment.

9.5. Sales of Securities. In addition to its other obligations, if Franchisee sells or offers to sell securities or other ownership interests, the sale of which is regulated by any applicable law, then Franchisee will: (i) fully comply with all applicable laws; (ii) disclose to offerees and purchasers that neither Franchisor nor its employees, affiliates or agents are an issuer or underwriter, or are in any way liable or responsible for the offering; (iii) ensure that Franchisor has a reasonable time to the review any reference to Franchisor or its franchisees in any prospectus or offering documents before their distribution or use; (iv) pay Franchisor's actual legal costs incurred for its review; (v) defend and indemnify Franchisor, its officers, directors, employees, affiliates, and agents from any liability, cost, damage, claim, and expense and from ongoing obligations to shareholders and to governmental

agencies arising out of or relating to the offer, sale or continuing investment; and (vi) sign such further indemnities and provide such further assurances as Franchisor may reasonably require.

9.6. Transfer or Assignment by Franchisor. Franchisor is permitted to sell or assign its rights in this Agreement in whole or in part, and to sell or issue stock, other ownership interests, or its assets, whether privately or publicly. Franchisor also is permitted to assign performance of its rights and obligations hereunder to any affiliate or third party, or to retain any affiliate or third party to perform those obligations or receive the benefit of those rights.

ARTICLE 10
TERM AND SUBSEQUENT AGREEMENT

10.1. Term. The term of this Agreement begins on the Effective Date and ends on the tenth (10^{th}) anniversary of the Effective Date, unless earlier terminated pursuant to the provisions of this Agreement.

10.2. Renewal. At the end of the term of this Agreement, if Franchisee meets all of Franchisor's renewal conditions and requirements, then Franchisee will be permitted to enter into a new franchise agreement in Franchisor's then-current agreement form. Franchisor's renewal conditions and requirements are the following:

a. Franchisee has given Franchisor written notice of its election to execute a new franchise agreement not less than six (6) months before the end of the term and not more than twelve (12) months before the end of the term;

b. Franchisee's operation and management of the Franchised Business are in substantial compliance with the Operations Manual and any other System requirements;

c. Franchisee has obtained and is in good standing with all of its necessary and applicable licenses and permits;

d. Franchisee is in strict compliance with all monetary obligations to Franchisor, Franchisor's affiliates, and to all business vendors, suppliers, and other trade obligations generally, and governmental and tax authorities;

e. Franchisee is not in default of any provision of this Agreement (including any amendments), or of any other agreement between Franchisee and Franchisor;

f. Franchisee has agreed to execute Franchisor's then-current form of franchise agreement and any ancillary agreements;

g. Franchisee has made any modifications required by Franchisor to the goods and services offered by the Franchised Business, Franchisee's advertising, marketing and promotional programs, Franchisee's financial systems, and the maintenance, refurbishing, equipment upgrade and replacement, renovating and remodeling necessary to comply with Franchisor's then-current standards and specifications of the System;

h. Franchisee has presented evidence satisfactory to Franchisor that Franchisee has or will have the right to remain in possession of the Premises at the end of the term and for a reasonable period thereafter to ensure continuity of operations;

i. Franchisee and its Principals and directors have executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its agents to the extent such release is permitted by law;

j. Franchisee meets all requirements applicable to approval of prospective franchisees at the time Franchisee notifies Franchisor of its desire to execute a new franchise agreement; and

k. Franchisor has elected to continue franchising in the geographic region in which Franchisee's Premises are located.

If any of these conditions is not met or satisfied at least three (3) months before the expiration of this Agreement, then Franchisor will have no obligation to offer a new agreement to Franchisee. If Franchisor decides not to offer Franchisee a new agreement at the end of the term, and if Franchisee has requested a new agreement pursuant to this Article 10, then Franchisor will give Franchisee written notice of Franchisor's intent not to offer a new agreement at least thirty (30) days before the end of the term of this Agreement. In no event will this Agreement renew automatically.

10.3. Subsequent Agreement Form Will Vary Terms. The terms and conditions of any future franchise agreement will vary in material respects to this Agreement and may include without limitation higher fees and royalty rates, additional fees not in this Agreement, greater restrictions on Franchisee's use of the Trademarks, additional obligations of Franchisee, and no renewal right or opportunity.

10.4. Fee. If Franchisee qualifies for a new agreement and elects to execute it, Franchisee will pay Franchisor the fee of Ten Thousand Dollars ($10,000), which is in lieu of the initial franchise fee otherwise imposed by the new agreement. In consideration of the lower fee, Franchisor will not be obliged to supply on renewal any goods or services, including without limitation site location and approval, initial training, and grand opening assistance, specifically applicable to preopening operations.

ARTICLE 11
TERMINATION

11.1. Termination by Franchisee. Franchisee is permitted to terminate this Agreement if Franchisor violates a material and substantial provision of this Agreement and fails to remedy or to make substantial progress toward curing the violation within ninety (90) days after receiving written notice from Franchisee or its agents detailing Franchisor's alleged violation.

11.2. Termination by Franchisor On Notice. Franchisor is permitted to terminate this Agreement immediately on written notice to Franchisee if Franchisee: (i) has misrepresented or omitted material facts in its application or other materials provided to Franchisor before the parties' entering into this Agreement; (ii) fails to satisfactorily complete the Initial Training or to open for business within the

time frames specified in this Agreement; (iii) becomes bankrupt or insolvent or otherwise is unable to pay its debts to any person or entity as they become due; (iv) makes an assignment for the benefit of creditors, has a receiver or similar custodian appointed, or makes a disposition of the assets of the Franchised Business; (v) abandons or ceases operation of the Franchised Business except for short-term leave or vacation approved in advance by Franchisor and with notice to current clients, which notice will include a provisional plan for providing service to those clients while absent; (vi) is held liable for, is convicted of, or pleads guilty or no contest to a charge of violating a law relevant to the Franchised Business or otherwise commits an act or acts that damages Franchisor's brand in Franchisor's reasonable belief; (vii) attempts to assign, transfer, or make unauthorized use of the Trademarks, or discloses or makes unauthorized use of the Operations Manual or other confidential System materials or information; (viii) makes any unauthorized copies (whether paper or digital) of any portion of the Client Manuals, or makes any portion of any Client Manual public without specific prior written authorization from Franchisor; (ix) moves or relocates the Franchised Business without Franchisor's prior approval; (x) fails to make and pay for the minimum purchases of Client Manuals for any quarter after written notice from Franchisor and thirty days' opportunity to cure; (xi) fails to pay the Technology Fee or any other amounts due to Franchisor after ten days' written notice of default; or (xii) commits a violation for the third time of any material term of this Agreement and UBuildIt Standards (whether or not all three violations are of the same material term) within any 12-month period, for which violations Franchisor has given Franchisee notices of default.

Termination by Franchisor After Opportunity to Cure. If Franchisee violates any provision of this Agreement, except for those identified in Section 11.2 that allow for immediate termination, then Franchisor is permitted to terminate this Agreement if Franchisee does not cure such violation within thirty (30) days after receiving from Franchisor written notice of default. If Franchisee's violation is not susceptible to cure, then Franchisor has the option to: (i) terminate this Agreement immediately on notice; or (ii) require Franchisee to take any remedial measures prescribed by Franchisor in Franchisor's sole discretion, and if Franchisee fails to implement such remedial measures in the time and manner required by Franchisor, then Franchisor is permitted to terminate this Agreement immediately on notice.

11.3. Cross-Default. If Franchisee commits any act or omission that would give rise to Franchisor's right to terminate another franchise agreement between, on the one hand, Franchisor, and on the other hand, Franchisee, the Operating Manager, or any entity that is majority-owned by one or more owners of Franchisee, then Franchisor is entitled to terminate this Agreement in the same manner and on the same notice (if any) required by such other franchise agreement.

11.4. Remedies Other Than Termination. If Franchisee commits any act or omission that would give rise to Franchisor's right to terminate, then Franchisor is permitted, instead of or in addition to terminating, to withhold any services, payments, access to any electronic systems or other materials, or any other obligations imposed by this Agreement or the Operations Manual, until Franchisee has cured its violation or has otherwise remedied the default to Franchisor's satisfaction, or eliminate Franchisee's exclusivity in the Protected Territory without the obligation to restore it even if cured.

11.5. Effect of Termination. On termination of this Agreement, all covenants, guarantees, and other post-termination obligations will remain in effect. In addition:

11.5.1. Franchisee will pay Technology Fees and minimum Manual purchase amounts through the effective date of termination on the date such amounts otherwise would have been due, the full amount of any Initial Franchise Fees outstanding, and any other amounts due to Franchisor;

11.5.2. Franchisee will promptly return to Franchisor at Franchisee's expense the Operations Manual, any item bearing the Trademarks, and any other copyrighted or proprietary materials or software relating to the System in Franchisee's possession, custody, or control, will cease doing any business under or associated with the Trademarks, and will refrain from identifying itself as a franchisee, licensee, or affiliate of Franchisor;

11.5.3. Franchisee will remove from the Premises and any other vehicle or property in Franchisee's possession, custody, or control any trade dress related to the System or the Trademarks;

11.5.4. Franchisee will notify in writing all then-current clients of its disassociation from Franchisor and will offer those clients the option: (i) to have their client agreements transferred to another franchisee for completion (if Franchisor has notified Franchisee that another franchisee is available to complete such projects); or (ii) to cancel their client agreements and receive a refund of all unearned fees. Franchisee will provide to Franchisor copies of all such notices. For any client agreement transferred to another franchisee, Franchisee will provide to such franchisee all records and documents and any unearned fees previously received by Franchisee relating to that agreement;

11.5.5. Franchisee will assign to Franchisor, at Franchisor's option, any telephone number, Internet domain name, email address, electronic network, and directory listing relating to the Franchised Business, and will cooperate in all communications required with third parties to ensure such assignment is performed;

11.5.6. Franchisee will allow Franchisor or its representatives to enter the Premises to verify and secure Franchisee's compliance with all obligations, and allow Franchisor to make a final inspection and audit of Franchisee's books, records and accounts; and

11.5.7. Franchisor will be entitled to exercise all other remedies available under this Agreement or by law.

11.6. Unpaid Future Fees. In addition to all other remedies available hereunder, if Franchisor terminates this Agreement as a result of Franchisee's breach, then Franchisee will pay to Franchisor, monthly, after the effective date of termination, an amount equal to the Technology Fees and minimum purchases of Manuals (calculated at the then-standard prices) that Franchisor would have received for the remaining term of the Agreement but for the termination and any rebates resulting from purchases from any client who was a UBuildIt client; provided, however, that if there are more than twenty-four (24) months remaining in the term of this Agreement, the remaining term will be considered to be only twenty-four (24) months for the purposes of this Section 11.6. This payment for unpaid future fees is not a penalty, but is intended to represent Franchisor's lost revenues, which Franchisor and Franchisee acknowledge and agree would be difficult to calculate with certainty. If any court or arbitrator

determines that this provision is not enforceable, then Franchisor is entitled to collect consequential damages resulting from Franchisee's breach.

ARTICLE 12
DEATH OR INCAPACITY OF FRANCHISEE

12.1. Rights and Obligations of Heirs and Successors. Except as provided in Section 12.2 herein or as otherwise required by law, the heirs, successors, executor, administrator, guardian, personal representative or trustee of Franchisee or of any of Franchisee's Principals, will succeed to the same rights, obligations and liabilities under this Agreement as Franchisee or such Principal.

12.2. Operation After Death or Incapacity of Franchisee. Immediately after the death or mental incapacity of Franchisee or the Operating Manager, or during any period in which the Franchised Business is owned, managed, or controlled by an executor, administrator, guardian, personal representative or trustee of Franchisee or the Operating Manager, the day-to-day operation of the Franchised Business will be conducted under the supervision of an "Interim Successor Manager," who will be an individual nominated by the executor, administrator, guardian, personal representative, or trustee within thirty (30) days after such death or incapacity, and who is satisfactory to Franchisor.

12.3. Training and Franchisor-Appointed Manager. The Interim Successor Manager will complete at Franchisee's expense and to Franchisor's satisfaction an online training program within thirty (30) days after the death or incapacity, and the in-person Initial Training program within ninety (90) days after the death or incapacity. Before the Interim Successor Manager's completion of this training, or if Franchisee has no qualified Interim Successor Manager, Franchisor is permitted to appoint, in its sole discretion, a manager for the Franchised Business, whose compensation will be paid by Franchisee.

12.4. Transfer to Heir or Successor. Within thirty (30) days after the Franchised Business is transferred by law to Franchisee's heirs or successors or the heirs or successors of Franchisee's owner, partner, member or shareholder, the heirs or successors will notify Franchisor in writing and make application for approval for assignment of the deceased person's rights in this Agreement. The application for assignment is subject to the same conditions, procedures, and costs as any assignment or transfer of any other ownership interest hereunder, except that Franchisor will waive any transfer fee. If the deceased was Franchisee, then on approval by Franchisor, the heir or successor will become Franchisee under this Agreement.

ARTICLE 13
INDEMNIFICATION AND INSURANCE

13.1 Indemnification.

a. Franchisee and each owner of Franchisee will protect, defend, indemnify and hold harmless Franchisor, its shareholders, officers, directors, employees, affiliates, and agents against any and all claims, demands, actions, causes of action, losses, damages, costs, suits, judgments, debts, losses, fines, assessments, taxes, liens, attorneys' fees, disbursements, penalties, expenses, and liabilities of any kind or nature arising directly

or indirectly out of or in connection with the Franchised Business, contracts or agreements between Franchisee and any client or customer, actions or representations made by Franchisee, or Franchisee's breach of this Agreement, including without limitation any liability of Franchisor arising from labor or employment law violations occurring as a result of acts or omissions of Franchisee or its employees, agents, or independent contractors. Franchisee's duties under this Section will not be affected by any the fact that any claim may be asserted directly against Franchisor for alleged acts or omissions by Franchisor so long as this Section otherwise would apply.

b. Franchisor will protect, defend, indemnify and hold harmless Franchisee, its employees, affiliates, and agents against any and all claims, demands, actions, causes of action, losses, damages, costs, suits, judgments, debts, losses, fines, assessments, taxes, liens, attorneys' fees, disbursements, penalties, expenses, and liabilities of any kind or nature arising directly or indirectly out of or in connection with representations made by Franchisor, or Franchisor's breach of this Agreement. Franchisor's duties under this Section will not be affected by any the fact that any claim may be asserted directly against Franchisee for alleged acts or omissions by Franchisor, so long as this Section otherwise would apply.

13.2 Notice and Defense of Claims Against Franchisor. Franchisee will promptly notify in writing Franchisor of any notices received or claims made (whether orally or in writing) indicating any person's intent to assert any claim or initiate any action against Franchisor, and Franchisee will make its best efforts to prevent such claim or action. If any suit or other legal action is initiated against Franchisor, Franchisee will immediately notify Franchisor in writing, and, at Franchisor's request, appear through counsel on Franchisor's behalf and at Franchisee's expense, to defend such suit or action. Franchisor and Franchisee will cooperate in good faith in the defense of such suit or action and in resolving any conflicts of interest to allow a single attorney or law firm to represent all defendants or respondents, but Franchisee will bear all associated costs and fees, and will reimburse Franchisor if Franchisor incurs any material administrative expenses or incurs any fees for its own legal counsel's involvement or oversight.

13.3 Insurance. Franchisee will procure and maintain general comprehensive liability and business automobile liability insurance in policy amounts specified by Franchisor. Franchisor may also require, with reasonable notice, business automobile liability insurance, contractual liability, employer's liability, errors and omissions, owner's and contractor's liability, insurance covering data breaches, and professional liability insurance. Franchisee will obtain "key man" life insurance on the life of Franchisee or the Operating Manager, in the amount of $250,000. Franchisee will maintain the "key man" life insurance policy in place during the term of the Franchise Agreement. Franchisee will name Franchisor as the beneficiary on the "key man" life insurance policy for the purposes of covering lost income in the case of Franchisee's death and to operate the franchise until a smooth transition to a new owner is accomplished. Franchisee may assign an existing insurance policy to Franchisor in an amount equal to the coverage. All insurance policies will name Franchisor and its shareholders, officers, directors and employees as additional named insureds with waiver of subrogation against Franchisor and its shareholders, officers, directors and employees. Franchisor is permitted to establish minimum standards for coverage to be met by underwriters for insurance. Before beginning operations,

Franchisee will obtain any other liability insurance required by law and will provide Franchisor with certificates of insurance for all policies. Franchisor may consider circumstances special to a particular franchisee and will use good faith and reasonable business judgment in setting or waiving insurance limits for a particular franchisee, considering the risk, cost, and availability of coverage. Franchisee will maintain in good standing all required insurance during the term of this Agreement, and will immediately notify Franchisor of any lapse, alteration, or cancellation or any policy or coverage. Franchisor is permitted to acquire any insurance coverage or pay any insurance premium on Franchisee's behalf, in which case Franchisee will reimburse Franchisor for such payments. Franchisor is entitled to revise any insurance requirements herein on reasonable notice to Franchisee.

13.4 Minimum Coverage. At a minimum and subject to additional requirements that Franchisor is permitted to establish in its sole discretion, Franchisee's insurance will cover all claims for injury, damage (including property damage), and death that arise directly or indirectly out of the Franchised Business. Franchisor makes no representation or warranty that compliance with these insurance requirements will insure or protect Franchisee against all insurable risks or losses.

13.5 Notice of Insurance-Related Claims. Franchisee will notify Franchisor in writing immediately of any act, omission, or event that could materially affect Franchisee or the Franchised Business, and no later than the date on which Franchisee notifies any insurance carrier.

13.6 Insurance and Indemnification Are Separate Obligations. Franchisee's compliance with the insurance requirements herein, and the availability of insurance coverage to defend and indemnify Franchisor, will not relieve Franchisee of its obligations under the indemnification provisions of this Agreement, which are separate and independent.

ARTICLE 14
FRANCHISEE COVENANTS

14.1 Restrictive Covenants of Franchisee. During the term of this Agreement and for three (3) years after its transfer, assignment, termination or expiration for any reason, Franchisee will not:

14.1.1 Participate directly or indirectly or serve in any capacity in any business engaged in the sale of services or products the same as or competitive with similar to those offered by the Franchised Business, including without limitation any business or sole proprietorship that offers or provides residential and/or commercial construction-related consulting services, within a seventy-five (75) mile radius of the Premises or the office location of any other UBuildIt site, whether owned or operated by Franchisor, a Franchisor affiliate, or another franchisee. If this restriction is adjudicated by any court or arbitrator as being unenforceable, the parties agree that the largest and broadest enforceable restriction will remain in effect

14.1.2 Solicit, service, or sell to, directly or indirectly, any client who was a client of the Franchised Business before the effective date of any termination or expiration of this Agreement; or

14.1.3 Disclose the Manuals or any confidential or proprietary materials or information except as authorized by this Agreement or in writing by Franchisor.

14.2 Restrictive Covenants of Franchisee's Principals. Franchisee's Principals will execute an agreement, in the form of Schedule 4, containing substantially similar covenants of non-competition, non-solicitation, and non-disclosure as are in Section 14.1 herein. Franchisor's entry into and continuing obligations under this Agreement are conditioned on Franchisee's timely delivery of such fully-executed agreements to Franchisor, including from individuals who become Principals subsequent to the execution of this Agreement.

14.3 Consideration for Covenants; Severability. Franchisee gives the covenants under this Article 14 in part as specific consideration for access to the Manual, the trade secrets and other proprietary materials and information related to the System, and Franchisor's training programs. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions or the enforceability of the remainder of this Agreement.

ARTICLE 15
DISPUTE RESOLUTION

15.1 Process. In the event of any dispute between them relating to or arising out of this Agreement, the offer or sale of the corresponding franchise, or the Franchised Business, Franchisor and Franchisee will use the following resolution process:

15.1.1 Direct Communications. Franchisor and Franchisee will make a good faith effort to resolve the dispute through direct communications between a management-level representative of the Franchisor and the Franchisee or its Operating Manager.

15.1.2 Mediation. If the parties are unable to resolve the dispute after a diligent effort of direct communications, Franchisor and Franchisee may attend a one-day mediation session conducted by a mutually agreeable mediator jointly selected by the parties. The mediation will take place as soon as reasonably possible after either party invokes this mediation provision by written notice to the other, and in no event later than sixty (60) days after such notice is delivered. If the parties are unable to agree upon a mediator within ten (10) days after the mediation notice is delivered, then they will jointly request a mediator be appointed. Before the mediation, each side will provide to the mediator and to the other party a mediation statement in any form requested by the mediator and copies of any documents supporting the party's position. Neither party will be allowed any discovery before mediation, except to the extent that this Agreement otherwise provides for audit rights or other access to information. Mediation will take place in Oklahoma County, Oklahoma at a mutually agreed upon site, and the parties will equally bear the costs of mediation, including the mediator's fee. Notwithstanding the parties' mediation obligation, Franchisor and Franchisee are permitted to exercise any other rights or remedies available under this Agreement while mediation is pending.

15.1.3 Arbitration. If the parties are unable to resolve the dispute through mediation, the parties will engage a single arbitrator to resolve the dispute through final and binding non-appealable arbitration, conducted according to the rules of the American

Arbitration Association. Either party is permitted to invoke this arbitration provision after the mediation session and will do so by written notice to the other party. The parties will work in good faith to identify a mutually agreed upon arbitrator, and if they are unable to do so within ten (10) days after the arbitration notice is delivered, then they will jointly request an arbitrator be appointed. However, that the arbitrator will not be the same person as the mediator unless both parties consent. Before the arbitration hearing, each party will be allowed to conduct no more than three (3) depositions of the other party or third-party witnesses. Unless otherwise agreed, all depositions will take place in the county in which the witness resides. Neither party will be permitted to propound interrogatories or requests for admission to the other, but each party will be permitted to request the production of documents relevant to the dispute from the other party. The arbitration hearing will take place over no more than two (2) days and will take place as soon as reasonably possible after an arbitrator is appointed, and in no event later than one hundred twenty (120) days after such appointment. The hearing will take place in Oklahoma County, Oklahoma at a mutually agreed upon site. At the hearing, each party will be allocated at least four (4) hours to present its witnesses, which time will include cross-examination by the other party. The arbitrator will issue a written award, which award is permitted to include monetary damages and injunctive relief, and which will summarize the basis for the arbitrator's ruling. The arbitrator is permitted, but not required, to award the substantially prevailing party its reasonable costs, expert fees, and attorneys' fees incurred in pursuing or defending the action. The parties agree that any arbitration will be conducted solely on an individual, and not a class-wide, basis, and that no award or ruling will have any effect of issue preclusion, res judicata, or collateral estoppel with respect to other claims. Franchisor and Franchisee (and its Principals) waive to the fullest extent permitted by law, any right to or claim for any punitive, aggravated, consequential, special, incidental or exemplary damages against the other, except as otherwise permitted under this Agreement. All procedural matters not specifically addressed herein will be resolved by the arbitrator in his or her discretion.

15.1.4 **WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING INTO THIS AGREEMENT, THEY WAIVE THEIR RIGHTS TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW FOR ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT**.

15.1.5 Others Bound by Arbitration Provision. This arbitration provision herein will bind Franchisee and its Principals, affiliates, parent companies, employees, and agents, as to claims made by any of them against Franchisor or its owners, shareholders, members, parent companies, subsidiaries, affiliates, officers, brokers, directors, employees, and agents, relating to or arising out of this Agreement or the franchise sales process.

15.2 Limitation of Actions. Each party will have one (1) year from the date on which a cause of action accrues to assert that claim against the other by delivering notice of the asserting party's intent to invoke the dispute resolution process in this Article 15; provided that the mediation and arbitration

notices contemplated herein will be considered notice for the purpose of this Section 15.2. Any claim or demand not asserted within such time period will be deemed abandoned and will be barred.

15.3 Limited Jurisdiction of Courts of Law. Notwithstanding the requirement herein to arbitrate any dispute, either party is permitted to enter any arbitration award in any court of competent jurisdiction. In addition, Franchisor is permitted to bring any action in any court of competent jurisdiction to seek injunctive relief in the event that: (I) Franchisee or its agents have diminished or have threatened to diminish Franchisor's rights in the Trademarks, the Manual, or any other proprietary or trade secret materials or information by misusing, disclosing, or otherwise adversely affecting such rights; (ii) Franchisee or its Principal have violated or have threatened to violate any restrictive covenant imposed herein by Article 14 or by Schedule 4; or (iii) Franchisee does not comply with the dispute resolution process prescribed in this Article 15. In recognition of the difficulty in determining on an expedited basis the value of, and the necessity of Franchisor to avoid irreparable harm and to protect, the Trademarks, the Manual, and other proprietary or trade secret materials or information, Franchisee waives, to the extent permitted by law, the right to interpose the defense that Franchisor has an adequate remedy at law. Franchisee further waives any requirement that Franchisor post a bond or other security, to the extent permitted by law. For the purposes of this Section, Franchisee consents to non-exclusive personal jurisdiction in the state and federal courts located in Oklahoma County, Oklahoma. In any action authorized by this Section, the substantially prevailing party will be awarded its reasonable costs, expert fees, and attorneys' fees incurred in pursuing or defending the action, including on appeal.

15.4 Dispute Resolution Provision Survives Termination. This Article survives the termination, expiration, or transfer of this Agreement. This explicit survival provision does not limit or negate the survival of any other provision or obligation of this Agreement.

ARTICLE 16
GENERAL PROVISIONS

16.1 Relationship of the Parties. Franchisee is an independent contractor and not an agent, partner, joint venture or fiduciary of Franchisor, and neither Franchisor nor Franchisee will be bound or obligated by the other, except as set forth in this Agreement. Franchisee will make all reasonable efforts not to permit the general public to confuse Franchisee with Franchisor. Franchisee will prominently state and show to the public that it is "independently owned and operated."

16.2 Compliance with Law and Tax Regulations. Franchisee will comply with all applicable laws, regulations and legal requirements in the operation of the Franchised Business. Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the Franchised Business, including payroll taxes. Franchisee will not permit a tax sale or seizure by levy of execution or similar writ or warrant to occur.

16.3 Warranties and Guarantees. Franchisor is not liable for any guarantee or warranty Franchisee makes or offers to any client or other third party. Franchisee will fully comply with any

Franchisor client warranty or guarantee program implemented by Franchisor, and Franchisee will not misrepresent or omit to state any required warranty or guarantee.

16.4 Governing Law. This Agreement is governed by the laws of the State of Oklahoma; Notwithstanding this choice of law provision, all issues relating to arbitrability or the enforcement of the agreement to arbitrate in this Agreement are governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq*.) and the federal common law of arbitration, and all issues relating to Franchisor's Trademarks and copyrights are governed by federal law. If any provision of this Agreement is inconsistent with applicable law, the provision will be deemed amended to the minimum extent required to conform to such law.

16.5 Entire Agreement. This Agreement, including all schedules, addenda and exhibits, and the Manual, constitutes the parties' entire agreement and supersedes all prior negotiations, commitments, and representations; provided, however, that Franchisee's representations and information provided in conjunction with its application to become a franchisee survive this integration and Franchisor is permitted to continue to rely on the accuracy and truthfulness of such representations and information. Only the terms of this Franchise Agreement and related written agreements are binding (subject to state law). Nothing in the agreement or in any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document.

16.6 Cumulative Remedies. Franchisor's rights and remedies herein are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

16.7 Further Documentation. The parties agree to acknowledge, execute and deliver all further documents, instruments or assurances and to perform all further acts or deeds as may be reasonably required to carry out the terms and conditions of this Agreement.

16.8 Surviving Provisions. The terms and conditions of this Agreement, which by their nature require performance or forbearance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties, subject to the restrictions on transfer or assignment herein.

16.9 Time of the Essence. Time is of the essence for all purposes of this Agreement.

16.10 Amendment or Modification. Any modification or amendment of this Agreement will not be effective unless in a writing signed by authorized representatives of Franchisor and Franchisee; provided, however, that Franchisor is permitted to modify unilaterally the Manual and other System specifications and directives, in its sole discretion, to allow the System to remain competitive, to protect the Trademarks, or to improve the quality of the products or services provided to clients of Franchisee or other System franchisees.

16.11 Notice. All notices and approvals sent by one party to the other will be hand-delivered, sent by registered or certified mail (return receipt requested), or transmitted by verifiable facsimile, or sent via electronic means that allow the sender to verify receipt. Any notice is deemed given when delivered, if

hand-delivered; if sent by facsimile or electronic means, on the next business day after sent; and if mailed, on the third business day after mailing. Unless a party notifies the other of alternative contact information, all such notices will be sent to:

If to Franchisor:
5120 Gaillardia Corporate Place
Oklahoma City, OK 73142
Attn: Franchisee Notice
Fax: (405) 715-9005
Email: admin@UBuildIt.com

If to Franchisee, at the address, fax and email set forth on the signature page of this Agreement, or at such other address as either party may specify by such notice to the other from time to time.

16.12. Non-Waiver of Rights. Either party's waiver of any particular right or default will not affect or impair that party's later exercise of that right or remedies relating to a default of the same or a different kind; nor will any delay, forbearance or omission of either party to execute any rights arising from this Agreement or any default affect or impair such party's rights as to the same or any future exercise of those rights or default.

16.13. Severability. If any part of this Agreement, for any reason, is declared invalid, whether by arbitration, court decree, or otherwise, that declaration will not affect the validity or enforceability of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were executed with the invalid portion eliminated or curtailed.

16.14. Risk of Operations. Franchisee recognizes the uncertainties of the Franchised Business and, therefore, acknowledges that, except as specifically set forth in this Agreement, no representations or agreements have been made to or with Franchisee regarding the success or profitability of the Franchised Business or the suitability of any location. Franchisee hereby releases Franchisor and its affiliates, owners, shareholders, members, officers, directors, employees, and agents from liability based on any such representations or agreements, to the extent permitted by law.

16.15. Receipt of Documents. Franchisee acknowledges and warrants that it has received a complete and final copy of this Agreement, Franchisor's Disclosure Document, and applicable exhibits, in a timely fashion as required; and that before signing this Agreement, Franchisee was given ample opportunity to review and examine Franchisor's Disclosure Document and this Agreement. **NO ORAL, WRITTEN OR VISUAL CLAIM OR STATEMENT THAT CONTRADICTS THE DISCLOSURE DOCUMENT WAS MADE, AND FRANCHISEE ENTERS INTO THIS AGREEMENT WITHOUT RELIANCE ON ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON EXCEPT AS INCLUDED IN THIS AGREEMENT OR THE DISCLOSURE DOCUMENT.**

16.16. Force Majeure. If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, terrorist attack, explosion, unavoidable calamity or other act of God (a "Force Majeure"), compliance by either party with the terms of this Agreement is rendered impossible or would otherwise

create an undue hardship on that party, both parties will be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement will continue in full force and effect.

16.17. Business Judgment. Franchisor and Franchisee acknowledge and agree that this Agreement grants Franchisor the discretion to make certain decisions, to vary the terms or conditions of other franchisees' agreements, and to take certain actions or refrain from taking actions in a manner that may affect favorably or adversely Franchisee's interests. Franchisor will use its business judgment in exercising its discretion based in part on its assessment of its own interests, balancing those interests against the interests of all franchisees, without regarding to Franchisee's individual interests or the individual interests of any other particular franchisee. Franchisee agrees that Franchisor will have no liability to Franchisee for the exercise of its discretion in this manner, and that even if Franchisor has multiple motives for a particular action or decision, so long as at least one motive is a reasonable business justification, that single motive will eliminate any liability by Franchisor to Franchisee related to that action or decision.

16.18. Execution by Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Franchisee acknowledges that this Agreement will not take effect until accepted and executed by Franchisor.

[Signature Page Follows]

SIGNATURE PAGE TO UBUILDIT HOLDINGS, LLC FRANCHISE AGREEMENT

EFFECTIVE DATE: _____

UBUILDIT HOLDINGS, LLC

By: _____ Date: _____
Bob Braudrick, CEO and Manager

IF AN INDIVIDUAL FRANCHISEE:

_____ _____

Print Name_____ Print Name: _____

Date: _____ Date: _____

IF AN ENTITY FRANCHISEE:

Entity Name: _____

Type of entity: [ ] Corporation [ ] Limited liability company [ ] Partnership
[ ] Other _____
State of organization: _____ (Attach copy of organizational document (articles of incorporation or formation)

All officers or owners must sign:

By: _____ By: _____
Title: [__]Member/[ ]Manager Title: [ ]Member/ [ ][Manager]
Name: _____ Name: _____

Date: _____ Date: _____

FRANCHISEE ADDRESS:

Address:_____

Attn:_____

Fax:_____ Email:_____

SCHEDULE 1 to

UBUILDIT® FRANCHISE AGREEMENT

AREA AND FRANCHISE

1. Location of Premises if Known. If known as of the Effective Date, the location of the Premises is:

_____

Location of Premises if Unknown. If unknown as of the Effective Date, the location of the Premises will be within the following Area:

_____

2. Protected Territory. The boundaries of the Protected Territory are:

_____

FRANCHISEE	UBUILDIT HOLDINGS, LLC
By:	By:
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 2 to

UBUILDIT® FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This Guaranty and Assumption of Obligations is given this ___day of _____, 202_ by the individuals named on the signature page hereto (whether one or multiple persons or entities, jointly and severally, the "Guarantor").

1. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") by UBuildIt Holdings, LLC ("Franchisor"), and the entity named as Franchisee in the Franchise Agreement dated the same date as this Guaranty ("Franchisee"), Guarantor hereby personally and unconditionally: (i) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (ii) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Guarantor waives the right to assert as a defense to Franchisor's claims under this Guaranty that Franchisor had the right to procure any insurance on Franchisee's account.

2. Guarantor waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (iv) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability.

3. Guarantor consents and agrees that: (i) Guarantor's direct and immediate liability under this Guaranty is joint and several; (ii) Guarantor will render any payment or performance required under the Agreement on demand if Franchisee fails or refuses punctually to do so; (iii) liability is not contingent or conditioned on pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) liability is not diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which is continuing and irrevocable during the term of the Agreement.

4. Guarantor represents and warrants that, by signing the Guaranty: (i) any financial statements and other financial information that Guarantor has submitted to Franchisor are limited to the separate property of Guarantor and any marital property (community property) against which Franchisor is entitled to enforce its rights under this Guaranty and do not include any separate property of

Guarantor's spouse against which Franchisor may not enforce this Guaranty; (ii) if no signature appears below for Guarantor's spouse, Guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate (i.e., community property); and (iii) if Guarantor's spouse signs below to indicate his/her consent to the Guarantor giving such Guaranty, then such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

5. Guarantor hereby consents and agrees that:

Guarantor's liability under this undertaking is direct, immediate, and independent of the liability of, and is joint and several with, Franchisee and the other parties who may be held liable for Franchisee's performance of this Agreement;

Guarantor will render any payment or performance required under the Franchise Agreement on demand if Franchisee fails or refuses punctually to do so;

This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute, or from the decision of any court or agency;

Franchisor is entitled to proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action or having obtained any judgment against Franchisee; and

Guarantor agrees to pay all attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking (including any amounts expended in pursuing payment from Franchisee) or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

[Signature Page Follows]

SIGNATURE PAGE TO UBUILDIT HOLDINGS, LLC
GUARANTY AND ASSUMPTION OF OBLIGATIONS

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S):	**Percentage Ownership in Franchisee:**
Signature:_____	
Name: _____	_____
Date: _____	
Signature:	
Name: _____	_____
Date: _____	
Signature: _____	
Name: _____	_____
Date: _____	

Name of Guarantor's Spouse	Name of Guarantor's Spouse
_____	_____
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse

SCHEDULE 3 to

UBUILDIT® FRANCHISE AGREEMENT

INDIVIDUAL RESTRICTIVE COVENANTS

This Individual Restrictive Covenants Agreement is made and entered into as of the date set forth below the signature of the undersigned Franchisee, (whether one or multiple persons, "Principal"), and UBuildIt Holdings, LLC ("Franchisor").

1. Recitals. Franchisor has executed or intends to execute a Franchise Agreement with Franchisee under which Franchisor grants to Franchisee certain rights with regard to a UBuildIt franchise (the "Franchise Agreement"). Before allowing Principal to have access to the Confidential Information and as a material term of the Franchise Agreement necessary to protect Franchisor's Confidential Information used in the operation of the Franchised Business (as defined by the Franchise Agreement) and Franchisor's proprietary rights in and Franchisee's right to use the Confidential Information (as defined herein), Franchisor and Franchisee require that Principal enter into this agreement. Principal understands that any use or disclosure of the Confidential Information other than in accordance with this Agreement will cause Franchisor and Franchisee substantial harm.

2. Definitions. Certain terms that are capitalized in this Agreement are defined in this section, in the Franchise Agreement, or at the places they first appear.

a. "Competitive Business" means any business engaged in the sale of services or products the same as or competitive with similar to those offered by the Franchised Business, including without limitation any business or sole proprietorship that offers or provides residential and/or commercial construction-related consulting services.

b. "Confidential Information" means any and all information, knowledge, know-how, systems, programs, the Manual (as defined in the Franchise Agreement), and other methods and techniques developed or used by Franchisor and licensed to Franchisee for the purposes of operating the Franchised Business; provided, however, that Confidential Information does not include any information that: (1) Franchisee can demonstrate came to its attention before its disclosure by Franchisor; (2) at the time of its disclosure by Franchisor to Franchisee, had become a part of the public domain through publication or communication by others without violating any confidentiality obligation; or (3) after disclosure to Franchisee by Franchisor, becomes a part of the public domain through publication or communication by others without violating any confidentiality obligation. Franchisor may make any additions, modifications, or deletions to the Confidential Information at any time.

3. Protection of Confidential Information. Principal agrees to use the Confidential Information only to the extent reasonably necessary to perform his or her duties on behalf of Franchisee. Principal is permitted to disclose the Confidential Information only as agent for Franchisee and only when and where Franchisee is permitted to disclose. Principal acknowledges and agrees that

Principal has no individual interest in or right to use the Confidential Information under this agreement and that the unauthorized use or duplication of the Confidential Information in connection with any other business or any other way would be detrimental to Franchisor and Franchisee. Unauthorized use or duplication would constitute a breach of Principal's obligations of confidentiality and an unfair method of competition with Franchisor, Franchisee and any other businesses owned or operated by Franchisor or other franchisees. Principal acknowledges and agrees that the Confidential Information is confidential to and a valuable asset of Franchisor. Principal agrees that during the term of the Franchise Agreement and thereafter, he or she: (a) will not use the Confidential Information in any other business or capacity; (b) will maintain the absolute confidentiality of the Confidential Information; (c) will not make unauthorized copies of any portion of the Confidential Information disclosed or recorded in written or other tangible form; and (d) will adopt and implement all reasonable procedures prescribed from time to time by Franchisor or Franchisee to prevent unauthorized use or disclosure of or access to the Confidential Information.

4. In-Term Restrictive Covenant. Principal acknowledges and agrees that Franchisor and Franchisee would be unable to protect the Confidential Information against unauthorized use or disclosure and Franchisor would be unable to achieve a free exchange of ideas and information among franchisees if persons authorized to use the Confidential Information were permitted to engage in, have ownership interests in, or perform services for Competitive Businesses. Principal therefore agrees that for as long as Principal is: (a) a Principal or director of Franchisee, or (b) has access to Confidential Information; Principal will not directly or indirectly:

a. have any interest as an actual or beneficial owner in, or perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for, any Competitive Business; or

b. divert or attempt to divert any business or any customer of any UBuildIt franchise or Franchisor-owned or operated unit to any Competitive Business.

The restrictions of clause (a) of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

5. Post-Termination Restrictive Covenant. On the first to occur of: (a) termination by Franchisor on Franchisee's default of the Franchise Agreement; (b) expiration without renewal of the Franchise Agreement; or (c) the date as of which Principal is neither (i) a director or Principal of Franchisee nor (ii) an employee of Franchisee who will have access to Confidential Information (each of these events is referred to as a "Termination Event"), Principal agrees that for a period of three (3) years commencing on the date of the Termination Event, Principal will not directly or indirectly:

a. have any interest as an actual or beneficial owner in, or perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for, any Competitive Business located or operating within seventy-five (75) miles of the Premises of the Franchised Business; or

b. divert or attempt to divert any business or any customers of any UBuildIt franchise or Franchisor-owned or operated unit to any Competitive Business.

The restrictions of clause (a) of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

6. Covenants Reasonable. Principal recognizes the broad scope of the restrictive covenants set forth in this agreement and agrees that they are reasonable. If any court or tribunal of competent jurisdiction refuses to enforce any covenant because it is more extensive than is deemed reasonable, it is expressly understood and agreed that such covenants are not void, but that the restrictions contained therein will be reduced to the extent necessary to permit the enforcement of such covenants. Principal expressly acknowledges and agrees that Principal possesses skills and abilities of a general nature and has opportunities for exploiting such skills. As a result, any required enforcement of these restrictive covenants will not deprive Principal of the ability to earn a living.

7. Surrender of Documents. Principal agrees that as of the effective date of a Termination Event, Principal will immediately cease to use the Confidential Information disclosed to or otherwise learned or acquired by Principal and will return to Franchisee or to Franchisor if directed by Franchisor all copies of the Confidential Information loaned or made available to Principal.

8. Costs and Attorneys' Fees. In the event that Franchisor or Franchisee is required to enforce this Agreement in an action against Principal, the prevailing party will be entitled to recover its costs and attorneys' fees incurred in seeking such enforcement, including in any administrative proceeding and on appeal.

9. Waiver. Any party's failure to insist on strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any right or remedy hereunder at any one time be deemed a waiver or relinquishment of such right or remedy at any other time.

10. Severability. Each provision of this agreement and any portion thereof will be considered severable, and if for any reason any such provision is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling will not impair the operation of or have any other effect on such other portions of this Agreement as may remain otherwise intelligible. Such other portions will continue to be given full force and effect and bind the parties hereto. Any portion held to be invalid will be deemed not to be a part of this agreement from the date the time for appeal expires if Principal is a party thereto or on Principal's receipt of a notice from Franchisor that it will not enforce the provision in question.

11. Rights of Parties Are Cumulative. The rights of the parties hereunder are cumulative, and no exercise or enforcement by a party hereto of any right or remedy granted hereunder will preclude the exercise or enforcement by them of any other right or remedy hereunder or that they are entitled by law to enforce.

12. Benefit. This agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. In the event Franchisor does not execute this agreement (regardless of the reason), Franchisor will be deemed a third-party beneficiary of this agreement and will have the right to enforce this agreement directly.

13. Effectiveness. This agreement will be enforceable and effective when signed by Principal regardless of whether and when Franchisor or Franchisee signs this agreement.

14. Governing Law; Consent to Jurisdiction. This agreement and the relationship between the parties hereto will be construed and governed in accordance with the internal laws of the State of Oklahoma without regard to its conflict of laws principles. Principal and Franchisee agree that they will institute and that Franchisor is permitted to institute any action arising out of this agreement against any of the parties hereto in the District Court of Oklahoma County, Oklahoma. Principal and Franchisee irrevocably submit to the jurisdiction of such courts and waive any objections to either the jurisdiction or venue of such court.

[Signature Page Follows]

SIGNATURE PAGE TO UBUILDIT HOLDINGS, LLC
INDIVIDUAL RESTRICTIVE COVENANTS

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiple counterparts as of the day and year first above written.

PRINCIPAL:

_____
Print name of Principal

_____
Signature of Principal

PRINCIPAL:

_____
Print name of Principal

_____
Signature of Principal

PRINCIPAL:

_____
Print name of Principal

_____
Signature of Principal

FRANCHISEE:

_____
Print name of Franchisee
Date: _____

By:_____

Print Name:_____

Title:_____

FRANCHISOR:

UBuildIt Holdings, LLC

By:_____

Print Name:_____

Title:_____

SCHEDULE 4 to

UBUILDIT® FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider is made and entered into as of the date set forth below the last date on the signature page,, by and between UBuildIt Holdings, LLC ("Franchisor"), the undersigned franchisee of Franchisor ("Franchisee"), and _____ ("Landlord").

1. Recitals. Franchisor and Franchisee are parties to a Franchise Agreement dated as of the date set forth on the signature page hereto ("Franchise Agreement"). Franchisee and Landlord desire to enter into a lease (the "Lease") pursuant to which Franchisee will occupy the premises located at the address set forth on the signature page (the "Premises"), and Franchise will operate a UBuildIt franchise on the Premises pursuant to the Franchise Agreement. The Franchise Agreement requires the Franchisee to execute this Lease Rider with Landlord and Franchisor.

2. Assignment of Lease. Franchisee is permitted to assign the Lease to Franchisor, or to a parent, subsidiary or affiliate of Franchisor, at any time during the term of the Lease with prior written consent of Landlord, which Landlord will not unreasonably withhold. If Franchisee assigns the Lease to Franchisor and Franchisor accepts such assignment, Franchisor agrees to assume all obligations of Franchisee accruing under the Lease after the date of assignment.

3. Notice of Default. Landlord will simultaneously furnish Franchisor with a copy of any notice of default arising under the Lease that Landlord sends to Franchisee. Franchisor's address for notice is: UBuildIt Holdings, LLC, 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142 Attn: Franchisee Lease Default Notice. Any party to this Lease Rider may change its address for notices by notifying the other parties of the new address in writing.

4. Removal of Trademarks. If on the expiration or termination of the Lease, Franchisee fails to remove from the Premises any signs or other things bearing Franchisor's trademarks, logos or copyrighted works or any things that are part of Franchisor's trade dress, Landlord will give Franchisor notice and a reasonable opportunity to remove such signs and things at Franchisor's expense.

5. Curing Defaults. Franchisor is permitted to cure any default of Franchisee under the Lease on Franchisee's failure to cure such default, but Franchisor will not be obligated to cure any such default unless Franchisor has assumed the Lease.

6. Assumption of Lease. On termination of the Lease or termination of Franchisee's right to occupy the Premises, Landlord grants Franchisor and any of Franchisor's parents, subsidiaries or affiliates, the right to assume the Lease or to enter into a new Lease on the same terms and conditions, except that the term will be for the remainder of the original Lease term and, on Franchisor's exercise thereof, for any option terms. If Franchisor assumes the Lease, then Franchisor may further assign the Lease or may sublease the Premises to a franchisee of Franchisor for all or any part of the remaining Lease term and for any option terms.

7. After the Lease expires or is terminated or Landlord terminates Franchisee's right of occupancy, and if Franchisor does not assume the Lease, Landlord will not operate the Premises as a UBuildIt franchise or permit any subsequent tenant, assignee or third party to operate the Premises as a UBuildIt franchise without Franchisor's prior written consent, which consent Franchisor is permitted to grant or withhold in Franchisor's sole discretion.

8. This Lease Rider will be binding on all of Landlord's assignees and successors-in-interest.

9. Franchisor is not a party to the Lease and will have no liability under the Lease unless the Lease is assigned to Franchisor and Franchisor assumes the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISEE

_____

By:_____

Print Name:_____

Title:_____

FRANCHISOR

UBuildIt Holdings, LLC

By:_____

Print Name:_____

Title:_____

LANDLORD

By:_____

Print Name:_____

Title:_____

Address: _____

_____

EXHIBIT C

LIST OF FRANCHISEES

AND

FORMER FRANCHISEES

FRANCHISEES

Listed below are all our franchisees as of January 1, 2022

(Note that many of our franchisees have purchased more than one franchise)

ARIZONA
Memo Loaiza
4151 West Bethany Home Road Phoenix, AZ 85019
602.570.3080

ARKANSAS
Garrett Hunt
1404 Shady Grove Rd
Springdale, AR 72764

COLORADO
Steve and Lori Barry
(2 franchises)
753 Maleta Ln#203
Castle Rock, CO 80108
(720)696.6853

GEORGIA
Zane and Larry Dover
Cumming, GA 30040
404.786.6221

INDIANA
Guy East
600 E Carmel Drive #126
Indianapolis, IN 46032
(317)251-9024

KANSAS
Jessica Parmley
11124 East 28th North#112
Wichita, KS 67226
(316)260-2044

KENTUCKY
Ron Flannery, Scott Connally, Thomas Menges
1031 Wellington Way Ste 110
Lexington, KY 40513
(859)223-5300

Drew Butler
9301 Hurstbourne Pk Bd 101A
Louisville, KY 40220
(502)420-7999

NORTH CAROLINA
Duane Knight
2626 Timber Drive
Garner, NC 27529
(919)900-8012

OHIO
David Noll
9570 Apple Valley Dr. #4
Independence, KY 41051
859.446.2550

OKLAHOMA
Bob Braudrick
5120 Gaillardia Corporate Pl
Oklahoma City, OK 73142
(405)715-9000

SOUTH CAROLINA
Robert Raditz
439 Congaree Rd
Greenville SC 29607
(864)616-1953

TEXAS
Floyd Decker
5900 S. Lake Forest Dr #300
McKinney, TX 75070
(469)342-8749

Linda Robare
14701 San Pedro Ste 220
San Antonio, TX 78232
(210)695-3373

Lee & Lisa Randolph
017331 IH 35 N. Suite 102
Schertz, TX 78154
(210)655-3373

Mike Robare/Tim Poole
22111 Hwy 71 West #403
Spicewood, TX 78669
(512)328-3373

Patrick Harrington
950 Echo Lane #200
Houston, TX 77024
(713)626-9980

Lance and Danel Monroe
440 Benmar Drive Ste 3054
Houston, Texas 77060
(346)396-0000

Frank and Tammy Shelton
800 N Jim Wright Freeway, Bldg. #4 Fort Worth, TX 76108
817.423.7303

WASHINGTON
Ken & Ruthie Peterson
7301 Woodlawn Ave NE
Seattle, WA 98115
(206)405-4417

Jason VanWye
10312 120th Street E, Suite 10
Puyallup, WA 98374
253.800.9858

Paul Hamre
2202 East Sprague
Spokane, WA 99212
(509)326-0544

WISCONSIN
Joe Meyer
3815 N. Brookfield Rd #204
Brookfield, WI 53045
(262)754-0404

Chris Schram
1110 Plankview Green Blvd
Sheboygan Falls, WI 53085
920.234.9792

FORMER FRANCHISEES

Listed below is the name and last known home address and telephone number of the one franchisee who ceased to do business under the Franchise Agreement in the year ended December 31, 2021 or who has not communicated with the franchisor within ten weeks of the date of this Disclosure Document.

MICHIGAN
Michael McKenzie
(3 franchises)
8992 E. D Ave.
Richland, MI 49083
(269)775-4040

TEXAS
Gail Casson
2500 West Loop South, #520
Houston, TX 77027
(713)626-9980

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EXHIBIT D

LIST OF CERTAIN STATE AUTHORITIES AND REGISTERED AGENTS IN CERTAIN STATES

EXHIBIT D
Names and Addresses of State Regulatory Authorities
and Registered Agents In States

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Financial Innovation and Protection: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 (213) 576-7505 http://www.dfpi.ca.gov email: Ask.dfpi@dfpi.ca.gov	Department of Financial Innovation and Protection 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 (213) 576-7505/1-866-275-2677 http://www.dfpi.ca.gov email: Ask.dfpi@dfpi.ca.gov
CONNECTICUT	Connecticut Banking Commissioner 44 Capitol Avenue Hartford, CT 06106 (860) 566-4560	Banking Commissioner 44 Capitol Avenue Hartford, CT 06106 (860) 566-4560
FLORIDA	[Not Applicable]	Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770
HAWAII	Director of Hawaii Dept. of Commerce & Consumer Affairs 1010 Richards Street, 2nd Floor Honolulu, HI 96813 (808) 548-2021	Commissioner of Securities 1010 Richards Street Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Chief, Franchise Bureau Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 (312) 814-3892

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, Iowa 50319 (515) 281-4441
MARYLAND	Maryland Securities Commissioner Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Attorney General Office of the Attorney General 200 St. Paul Place Baltimore, MD 21202 (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 Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	Deputy Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	Secretary of State 99 Washington Avenue Albany, NY 12231	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Business Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid Avenue Suite 104 Pierre, SD 57501-3185 605-773-3563	Division of Insurance Securities Regulation 124 S. Euclid Avenue Suite 104 Pierre, SD 57501-3185 605-773-3563
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 463-5701
UTAH	[Not Applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street Richmond, VA 23219 (804) 371-9672	Chief Examiner/Investigator State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555

EXHIBIT E

SUMMARY OF SPECIAL LAWS AND REGULATIONS

EXHIBIT E

SUMMARY OF SPECIAL LAWS AND

REGULATIONS PERTAINING TO THE FRANCHISE BUSINESS

The business of operating a UBUILDIT ® franchise is subject to all the laws, codes and regulations (referred to below generally as "laws") normally applicable to service businesses. These include: (1) federal, (2) state, and (3) in most instances, city, county, parish, borough, municipality or other local laws.

Many states, provinces and local jurisdictions have contractors' licensing and bonding laws and regulations that may or may not be applicable to the franchise business. Contractors' licensing may be required even though no general contracting will ever be done through the franchise. It is your responsibility to obtain any required approval from the applicable contractors' licensing agency, which may include obtaining a bond. The estimated cost of doing so is included in our Item 7 disclosure. Since you may experience delays in obtaining a contractors' license, you must apply for a license or a determination that you do not need a license as soon as you are approved as a franchisee. If you do not obtain approval for this license, maintain a qualifying person within your franchise who meets the licensing qualification requirements, or receive a determination that you do not need the license before you are scheduled for training but no later than thirty days after you sign the Franchise Agreement, we may terminate your Franchise Agreement.

In California a franchisee must obtain a state contractor's license. To remain licensed, the franchisee must continually maintain a qualified person (as officer, employee, or partner) for the general contractor classification. When you apply for a contractor's license, you may be required to complete an examination before obtaining a license. If you have a qualifier who is not required to take the examination, you can expect the processing to take 3 to 4 weeks. The California State License Board estimates that a first-time applicant can expect from 10 to 12 weeks between the time the application is filed and the time the license is issued. To obtain an application for a contractor's license or for more information, contact the California State License Board at 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826; Phone: 916-255-3900, or view their website at www.cslb.ca.gov.

Other states that are known as of this date to require a UBuildIt franchisee to be licensed as a contractor, even though no general contracting will be done within the UBuildIt franchise, include Arizona, Nevada, and Utah. The time to become licensed, the fees, and requirements vary by state. It is your responsibility to research the current licensing requirements for your area.

In Texas, because of the Homestead Laws, a person desiring to get construction financing must have a binding contract with a licensed contractor to get a loan. Because of this law, a franchisee in Texas must be a licensed contractor, either individually or as part of a joint construction entity or align with a building entity to complete the required bank documents for a loan. The need to comply with the Homestead Law and sign as the builder of record adds additional elements of cost and complexity to doing UBuildIt in Texas.

Some states may have laws that require a person who is self-constructing his or her own home to pass a test. Certain parts of Florida have this testing and other areas of the country may also.

All franchisees are required to be generally familiar with applicable building codes and permit processes, and related codes (fire, energy, and safety), relating to residential construction.

As all of these codes, processes, and laws change frequently, no attempt can be made to compile a current and comprehensive list. It is your responsibility to know the current laws and pending legislation that might affect the franchised business.

Federal. Examples of federal laws are wage and hour, occupational health and safety, equal employment opportunity, hazardous materials communication to employees, hazardous waste and environmental, and the Americans With Disabilities Act.

State. State laws may cover the same topics as federal laws. Examples of state laws include environmental, occupational health and safety, fire, health, and building and construction laws.

Local. Local laws may cover the same topics as federal and state laws. Examples of local laws include health and sanitation, building codes, fire codes, and waste disposal.

The foregoing are examples of some, but not all the laws that may apply to the franchised business described in the Disclosure Document. **The Franchise Agreement places the responsibility for complying with all applicable laws and regulations on you, the franchisee. You should research these requirements before you invest.**

EXHIBIT F

STATE ADDENDA

EXHIBIT F
STATE LAW ADDENDA TO FRANCHISE
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the UBUILDIT HOLDINGS, LLC Franchise Disclosure Document and will supersede, to the extent then required by applicable state law, certain portions of the Franchise Agreement dated _____, 202__ and may supplement certain disclosures in the Disclosure Document.

The following states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [Rev. Stat. 815 ILCS 705/19 and 705/20], INDIANA [Stat. Sections 23-2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5B], VIRGINIA [Code 13.1-517-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with Franchisor, including the areas of termination and renewal of your franchise.

CALIFORNIA:

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

2. WE WILL DEFER RECEIPT OF YOUR INITIAL FRANCHISE FEE UNTIL WE HAVE MET ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU AND YOU ARE OPEN FOR BUSINESS.

3. CALIFORNIA LAW REQUIRES THAT A CALIFORNIA FRANCHISEE MUST HOLD A GENERAL CONTRACTOR'S LICENSE.

4. Neither the franchisor nor any person or franchise broker in Item 2 of the Disclosure Document 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 such association or exchange.

5. California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

7. 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.

8. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

9. The franchise agreement requires binding arbitration. The arbitration will occur at Oklahoma County, Oklahoma with each party bearing its own costs and half the costs of the arbitration.

10. 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 20040.5, 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.

11. The franchise agreement requires application of the laws of Oklahoma. This provision may not be enforceable under California law.

12. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

13. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

14. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

15. On termination or expiration of the Franchise Agreement for any reason, we are granted an option to buy and you agree to sell at our option, all tangible assets of your business at net book value, computed in accordance with generally accepted accounting principles. You must, before or on the date of termination or expiration deliver to us an accurate balance sheet and complete schedule or assets and their net book value as of the date of termination or expiration. We may exercise this option within 30 days of termination or expiration by giving you written notice of our intention to buy these assets, setting a date that may not be less than 20 days from the date of the notice, that we will pay the purchase price in full by check. On or before the date we set, you must deliver possession of the assets, must assign the phone number to us, and

must assign any lease to the premises to us (at our option), and we must tender the net book value on such delivery and assignment.

16. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION AND PROTECTION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION AND PROTECTION at www.dfpi.corp.ca.gov.

ILLINOIS

Any provision in a Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois may not be enforceable and is amended to the extent required by Illinois law, except that a Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

The governing law or choice of law clause described in the Disclosure Document (including a risk factor on the cover page) and in the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable.

Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law is void. However, nothing in this paragraph shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

SEE SIGNATURE BLOCK BELOW – THIS ADDENDUM MUST BE SIGNED AND DATED BY BOTH PARTIES SIMULTANEOUSLY WITH THE FRANCHISE AGREEMENT

INDIANA

To the extent that Item 17m of the Disclosure Document and Section VII.(E)7.13(h) of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practice Law, which prohibits a prospective general release of any claims for liability imposed under it, the Indiana Deceptive Franchise Practice Law may supersede such inconsistent terms.

To the extent that Item 17r of the Disclosure Document and Section VIII (A) 8.1(1) of the Franchise Agreement are in conflict with Section 2.7-1(9) of the Indiana Deceptive Franchise Practice Law, Indiana law shall prevail.

Section 2.7-1(10) of the Indiana Deceptive Franchise Practice Law, which prohibits limiting litigation brought for breach of the agreement, supersedes items in this Disclosure Document and Franchise Agreement, to the extent that such items are inconsistent with Section 27-1(10) of the Indiana Deceptive Franchise Practice Laws.

MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if in any documents relating to a franchise:

A prohibition on the right of a franchisee to join an association of franchisees.

A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

i. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

ii. The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

iii. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

iv. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

A provision that permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General - Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA:

Items 5 and 7 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are amended and supplemented to provide as follows:

THE FRANCHISOR WILL DEFER RECEIPT OF YOUR INITIAL FRANCHISE FEE UNTIL WE HAVE MET ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU AND YOU ARE OPEN FOR BUSINESS.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, and to the extent required by law, the Disclosure Document and the Franchise Agreement are modified so that the franchisor cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the franchisor's primary trade name.

All statements in the Disclosure Document and Franchise Agreement that state that franchisor is entitled to injunctive relief are amended to read "franchisor may seek injunctive relief"; and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits the franchisor from requiring a franchisee to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, and to the extent required by law.

Pursuant to Minnesota statutes 80C.14 Subdivision 3, the franchisor will not terminate or cancel a franchise unless: (i) it has given written notice setting forth all the reasons for the termination or cancellation at least 90 days in advance of termination or cancellation, and (ii) the franchisee fails to correct the reasons stated for termination or cancellation in the notice within 60 days of receipt of the notice; except that the notice is effective immediately upon receipt where the alleged grounds for termination or cancellation are:

1. voluntary abandonment of the franchise relationship by the franchisee;

2. the conviction of the franchisee of an offense directly related to the business conducted pursuant to the franchise; or

3. failure to cure a default under the franchise agreement which materially impairs the good will associated with the franchisor's trade name, trademark, service mark, logotype or other commercial symbol after the franchisee has received written notice to cure of at least 24 hours in advance thereof.

The franchisor will not terminate or cancel a franchise except for good cause. "Good cause" means failure by the franchisee to substantially comply with the material and reasonable franchise requirements imposed by the franchisor including, but not limited to:

1. the bankruptcy or insolvency of the franchisee;

2. assignment for the benefit of creditors or similar disposition of the assets of the franchise business;

3. voluntary abandonment of the franchise business;

4. conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or

5. any act by or conduct of the franchisee which materially impairs the good will associated with the franchisor's trademark, trade name, service mark, logotype or other commercial symbol.

The franchisor further agrees to comply with Minnesota Statues 80C.14, Subd. 4, "Failure to renew":

Unless the failure to renew a franchise is for good cause as defined in subdivision 3, paragraph (b), and the franchisee has failed to correct reasons for termination as required by subdivision 3, no person may fail to renew a franchise unless (1) the franchisee has been given written notice of the intention not to renew at least 180 days in advance of the expiration of the franchise; and (2) the franchisee has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern, as determined and measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

The franchisor further agrees that, pursuant to Minnesota Statues 80C.14, Subd. 5, "Withholding consent to transfer", it will not unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

I. Item 5 is amended by the addition of the following language to the original language:

Refund and cancellation provisions do not apply to franchises operating under the North Dakota Franchise Investment Law. If the Company elects to cancel the Franchise Agreement, the Company will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred. This amount may not be more than fifty percent (50%) of the Franchise Fee.

The franchisor will defer payment of initial franchise fees and other fees until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

II. The last paragraph of Item 6, Note 1, is amended to read as follows:

If your Franchise Agreement is terminated, you may be required to continue Technology Fee payment for so long as you or your assignee or successor continues to use our trademarks or systems in any way.

III. Item 6, Note 4, is amended to read as follows:

Note 4: You must protect, indemnify and hold us harmless against any claims or losses arising out of your operation of the franchise business. Each party will bear its own expenses of any litigation to enforce the agreement.

IV. Item 17 is amended by the addition of the following language to the original language:

A. A provision in the franchise agreement that terminates the franchise agreement on the bankruptcy of the franchisee may not be enforceable under Title 11, U.S. Code Section 101.

B. The execution of a general release on renewal, assignment or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.

C. The North Dakota Century Code Section 9-08-06 limits the franchisor's ability to restrict your ability to restrict your activity after the franchise agreement has ended.

D. Under North Dakota law, liquidated damages provisions are void. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions. Thus, the provision requiring you to continue to pay amounts to franchisor if you elect to cancel the agreement may not be enforceable under North Dakota law.

V. Item 17(i) is amended to read as follows:

i.	Your obligations on termination/nonrenewal	Section VII.D	De-identification, payment, nondisclosure, noncompetition; you continue to pay Technology Fees and other amounts due under the Franchise Agreement for so long as you use the trademarks if terminated

			unless you abandon the business, abide by post-termination covenants, and release and indemnify us.

VI. The Choice of Law and Arbitration sections of Item 17 are amended to read as follows:

A. The franchise agreement is governed by the laws of North Dakota.

B. Except as specifically otherwise provided in the Franchise Agreement, all contract disputes that cannot be amicably settled will be determined by arbitration under the Federal Arbitration Act and in accordance with the rules of the American Arbitration Association. Arbitration will take place at an appointed time and place in the county and state in which your Franchised Business is located. However, nothing in the Franchise Agreement limits or precludes the parties from bringing an action in a court of competent jurisdiction for injunction or other provisional relief as needed or appropriate to compel a party to comply with its obligations or to protect the Marks or the Company's other property rights.

C. The Choice of Forum section is amended to delete the following:

Any action will be brought in the state or federal courts in Oklahoma.

Franchise Agreement:

I. Article 3, concerning refunds of initial and ongoing franchise fees, is amended to add the following: "Refund and cancellation provisions do not apply to franchisees operating under the North Dakota Franchise Investment Law. If Franchisor elects to cancel this Agreement, Franchisor is entitled to a reasonable fee for its evaluation of Franchisee and related preparatory work performed and expenses actually incurred. This amount is no more than fifty percent (50%) of the franchise fee.

II. Section 9.2(h) , relating to termination and transfer, are amended to add the following:

"The execution of a general release on renewal, assignment or termination does not apply to franchises operating under the North Dakota Franchise Investment Law."

III. Section 11.7, providing for liquidated damages on termination of the Franchise Agreement, is hereby amended to read as follows:

h. Pay to Franchisor Technology Fee fees and other ongoing fees, and other amounts Franchisee owes to Franchisor, as though Franchisee were still an active franchisee, for so long as Franchisee or its assignee or successor continues to use the Trademarks in any way. Franchisor also is entitled to all other applicable remedies.

IV. Section 15.3 is amended to read as follows

In any action to enforce this Agreement or to seek remedies on default by either party, each party will bear its own expenses of litigation or enforcement.

V. Section 8.10 is amended to add the following:

THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER TAKE EFFECT ON ACCEPTANCE AND EXECUTION BY THE COMPANY AND IS INTERPRETED AND CONSTRUED UNDER THE LAWS OF NORTH DAKOTA, EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15, U.S.C. SECTIONS 1051 ET SEQ.).

B. The language of Section 15.3, providing for exclusive jurisdiction in Oklahoma County, Oklahoma, is deleted.

C. Paragraph 15.2, providing for a limitation of one year on actions under the Franchise Agreement, is hereby deleted.

D. The last sentence of Section 8.7, providing for a waiver of punitive or exemplary damages, and a waiver of jury trial, is deleted.

VI. The "Arbitration" section is deleted and amended to read as follows: "Except as specifically otherwise provided in this Agreement, the parties agree that all contract disputes that cannot be amicably settled is determined by arbitration under the Federal Arbitration Act as amended and in accordance with the rules of the American Arbitration Association or any successor thereof. Arbitration shall take place at an appointed time and place in the County and State in which Franchisee's Franchised Business is located. However, nothing contained herein is construed to limit or to preclude the parties from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as the parties deem to be necessary or appropriate to compel either party to comply with its obligations hereunder or to protect the Marks or other property rights of Franchisor."

VII. The "Acknowledgment" section is amended to add the following: "Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days before the date on which this Agreement was executed."

VIII. The "Covenants" section is amended to add the following: "Covenants not to compete on termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law."

OHIO

Pursuant to Ohio's Business Opportunity Plans Act, Revised Code Sections 1334.01, et. seq., if you are a resident of Ohio and purchasing a new or renewal franchise, this Addendum shall serve as notice that you have the right to cancel this transaction without penalty or obligation by providing [Franchisor] written notice of cancellation at any time prior to midnight of the fifth business day after you sign the Franchise Agreement.

RHODE ISLAND

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

SOUTH DAKOTA

If your franchise is governed by the laws of South Dakota, the franchisor will defer payment of the Initial Franchise Fee and all other payments by the franchisee to the franchisor or its affiliate until the franchisor has performed its initial obligations and the franchisee has commenced operations.

WASHINGTON
Washington Addendum to the Franchise Disclosure Document, Franchise Agreement, Franchisee Checklist and Disclosure Acknowledgment Statement, and Related Agreements

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place as mutually agreed on at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where we have agreed to remove from our form franchise agreement a provision that restricts a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have never enforced such a provision. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

The Disclosure Document and Franchise Agreement are amended to reflect that the franchisor agrees to defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT:

The undersigned does hereby acknowledge receipt of this addendum. It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____202_, and of the Franchise Disclosure Document, but only to the extent then required by applicable and enforceable state law, and only so long as such state law remains in effect.

FRANCHISEE: **Signed:**

Name:_____

Date: _____

Signed: _____

Name:_____

Date:_____

Signed: _____

Name: _____

Date: _____

Signed: _____

Name: _____

Date: _____

(MUST BE SIGNED BY ALL OWNERS AND MANAGERS OF AN ENTITY FRANCHISEE)

EXHIBIT G

ASSIGNMENT OF LISTINGS

EXHIBIT G

UBUILDIT HOLDINGS, LLC

CONDITIONAL ASSIGNMENT OF LISTINGS

THIS CONDITIONAL ASSIGNMENT is given as of the date beneath the signatures hereto to UBuildIt Holdings, LLC, an Oklahoma limited liability company ("UBuildIt"), by the undersigned Franchisee ("Franchisee").

RECITALS

A. UBuildIt and Franchisee have entered into an agreement providing for Franchisee's operation of a "UBuildIt" franchised business dated the date of this Conditional Assignment (the "Franchise Agreement").

B. The Franchise Agreement provides that, on its expiration or termination, UBuildIt has the right to assume ownership of any listings for telephone, email, Internet, domain name, electronic network, social media, and directory listings and telephone numbers used by Franchisee in connection with the franchised business (collectively, the "Listings").

C. Franchisee grants this Conditional Assignment as partial consideration for, and as a condition of, UBuildIt's grant of the franchise.

ASSIGNMENT

1. Assignment. Franchisee hereby assigns to UBuildIt all Listings. Franchisee will give UBuildIt notice of each Listing within ten days of its assignment to Franchisee by any telecommunications or Internet services provider (either a "Service Provider").

2. Release and Consent. Franchisee hereby releases the Listings for reassignment by the Service Provider to UBuildIt, agrees that it has no further interest in the Listings, and consents to such reassignment.

3. Further Documents. Franchisee will sign and deliver to UBuildIt or the Service Provider, as appropriate, all documents required to be signed and delivered by Franchisee, and do all other things deemed necessary or advisable by UBuildIt or the Service Provider, to assign and release the Listings to UBuildIt.

4. Assumption by UBuildIt. UBuildIt hereby assumes, with respect to the Listings, all obligations of Franchisee under Franchisee's agreement with the Service Provider; provided, however, that Franchisee will remain liable for any monetary obligations for services provided by the Service Provider before the Effective Date of this Conditional Assignment.

5. Effective Date. The "Effective Date" of this Conditional Assignment will be the date on which the Franchise Agreement expires or terminates, as provided for therein. Franchisee agrees that

the Service Provider is entitled to rely conclusively on a certification by UBuildIt that the Franchise Agreement has expired or been terminated, and Franchisee holds harmless the Service Provider from any liability relating to or arising out of the assignments provided for herein.

UBUILDIT HOLDINGS, LLC:

By: _____
Bob Braudrick, CEO and Manager

Date: _____

FRANCHISEE:

By**:** _____
Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

OPTION AGREEMENT

EXHIBIT H
FRANCHISE OPTION AGREEMENT

This Option Agreement is entered into as of _____, 202__ between UBuildIt Holdings, LLC ("Franchisor") and _____ ("Optionee").

1. Grant. Optionee is hereby granted an option to be awarded a UBuildIt franchise under the terms of Franchisor's currently effective Franchise Agreement, except as modified by mutual agreement of Franchisor and Optionee.

2. Location. Optionee has the exclusive right to enter into a Franchise Agreement during the term of this Option Agreement for a UBuildIt franchise to be opened within two miles of the Selected Address listed below. The exact location of the franchise will be chosen by Optionee, subject to Franchisor's approval and other terms and conditions of the Franchise Agreement.

3. Option Fee. With the execution of this Option Agreement, Optionee will pay to Franchisor a non-refundable option payment of $5,000. If Optionee and Franchisor execute a Franchise Agreement on or before the expiration date of this Option Agreement, then Franchisor will credit the option payment towards Optionee's Initial Franchise Fee under the Franchise Agreement. Franchisor's entry into a Franchise Agreement with Optionee is conditioned on, among other things, Optionee's financial qualifications, background, credit, and criminal checks generally required of UBuildIt franchisees, and Optionee's execution of Franchisor's current form of Franchise Agreement. No portion of the option payment will be repaid if Optionee does not meet these and other applicable criteria.

4. Term. This Option Agreement will have a term of three (3) months, which will begin on the Effective Date of this Option Agreement listed below and will expire three (3) months thereafter unless extended by mutual agreement of Franchisor and Optionee.

5. Notices. All notices sent by one party to the other must be hand-delivered, sent by registered or certified mail (return receipt requested), transmitted by facsimile, or sent via electronic means if the sender can verify receipt. Notices will be addressed to Franchisor at its headquarters, or at another address Franchisor designates in writing, and will be addressed to Optionee at an address Optionee designates in writing. Any notice is deemed given and received when delivered, if hand-delivered; if sent by facsimile or electronic means, on the next business day after sent; and if mailed, on the third business day following the mailing.,

6. Governing Law. This Agreement is valid when executed and accepted by Franchisor and is governed by the laws of the State of Oklahoma. This choice of law will not affect the scope of any Oklahoma franchise, business opportunity or related statutes, and nothing in this Agreement will be deemed to extend the scope of application of those laws.

Optionee Address: _____

Effective Date: _____

FRANCHISOR:

UBUILDIT HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Date: _____

OPTIONEE:

By: _____

Name: _____

Title: _____

Date: _____

Franchise Owner/Operations Manual Table of Contents

Page Tab	Page	Subject	Number of Pages
1	1	Spotlight - History of UBuildIt (Org chart, Active Office List)	34
2	35	Franchise Development (Strategy to Win)	13
3	48	Office Launch - Franchise Support - Ready/Set/Go	8
4	56	Admin - Supplies (Tools & Materials)	7
5	63	Approved Suppliers	4
6	67	Admin- Marketing Tools e-mail, eMax, Constant Contact.....)	10
7	77	UBuildIt Website and Individual Web Pages	23
8	100	Operations – Know Your Numbers (Pricing Matrix)	6
9	106	Personnel and the Five Hats (Marketing Sales, Construction and Planning Consulting, Operations)	
9a.		Construction Consulting	
9b		Interviewing, Hiring, Job Ads	
9c		Confidentiality Agreements	
10	135	Business Pro Forma	29
11	137	Standards of Operations	2
12	200	QuickBase Report, Marketing, Lead Tracking	63
13	206	Next Steps	6

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	**Effective Date**
California	April 21, 2022
Hawaii	
Illinois	April 30, 2022
Indiana	
Maryland	
Michigan	April 15, 2022
Minnesota	July 21, 2022
New York	
North Dakota	
Rhode Island	September 29, 2021
South Dakota	May 18, 2022
Virginia	May 14, 2022
Washington	January 27, 2022
Wisconsin	August 9, 2021

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J
RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If UBuildIt Holdings, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with or make a payment to UBuildIt Holdings, LLC or an affiliate in connection with the proposed franchise sale. New York state law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If UBuildIt Holdings, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit A.

Franchise Sellers:

Bob Braudrick, 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142, 866-828-4534
David Rutkauskas, 10720 South Fir Place, Tulsa, OK 74037, 918-850-6762

Issuance Date: April 1, 2022

UBuildIt Holdings, LLC authorizes Bob Braudrick, 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142, and the agents listed at Exhibit D to receive service of process.

I RECEIVED A DISCLOSURE DOCUMENT DATED _____ THAT INCLUDED THE FOLLOWING EXHIBITS:

Exhibit A	**Financial Statements**
Exhibit B	**Franchise Agreement**
Exhibit C	**List of Franchisees and Certain Former Franchisees**
Exhibit D	**List of State Authorities and Registered Agents**
Exhibit E	**Summary of Special Laws and Regulations Pertaining to the Franchised Business**
Exhibit F	**State Addenda**
Exhibit G	**Assignment of Franchisee's Listings**
Exhibit H	**Option Agreement**
Exhibit I	**Table of Contents of Operations Manual**
Exhibit J	**Receipts**

SIGNATURE PAGE TO EXHIBIT J, RECEIPTS

DATED: _____

_____
(Signature)

_____
(Print name)
____ individually

____as an officer, partner or member of _____

A __corporation __ partnership __limited liability company formed in the state of

_____

LEGAL RESIDENCE ADDRESS:

_____

PHONE: _____

[KEEP FOR YOUR RECORDS]

RECEIPT

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SIGNATURE PAGE TO EXHIBIT J, RECEIPTS

DATED: _____

_____
(Signature)

_____
(Print name)
____ individually

____as an officer, partner or member of _____, a

__corporation __ partnership __limited liability company formed in the state of

_____

LEGAL RESIDENCE ADDRESS:

_____

_____

PHONE: _____

[RETURN TO UBUILDIT HOLDINGS, LLC]