

DISCLOSURE DOCUMENT/PROSPECTUS

Do it Best Corp.

6502 Nelson Road
Fort Wayne, Indiana 46803
(260) 748-5300

BLACKLINED COPY

10,000 COMMON SHARES
ISSUE PRICE \$50 PER SHARE
SOLD ONLY IN UNITS OF 20 SHARES

This is an offering to sell some Common shares of Do it Best Corp. (the “Company”), under a contract (“Membership Agreement”) which includes some limited rights to use the “Do it Best” trademark, to purchase merchandise through the Company, to receive annual rebates (patronage refunds) on those purchases and to participate in and benefit from the Company’s advertising campaigns, all as more fully described within. The Company is a wholesale distributor of hardware, lumber and building materials with customers throughout the United States and numerous foreign jurisdictions.

We anticipate that most Members will already be engaged in the retail hardware, home center, lumber and building material business and will have a minimal initial investment other than \$4,400 paid to the Company. If a Member opens a new retail hardware, home center or lumber and building materials business, the total initial investment to begin operation of the business may range from \$440,400 to \$1,128,400. This includes \$4,400 that must be paid to the Company. \$1,000 of the \$4,400 fee is used for the purchase of 20 shares of the Company’s Common shares, and the entry into the Membership Agreement. Existing Members who qualify for the LDP Program and wish to participate, described in Items 1 and 5, will pay us an additional \$1,000 for 20 Common shares and \$15,500 for 310 Non-Voting Common shares. The application to purchase shares is part of the Membership Agreement. After the Company accepts the tendered agreement, a business which tenders a signed Membership Agreement is considered a “Member” of the Company. Additional information concerning membership in the Company is contained in this document.

	Price to Purchaser	Underwriting Discounts And Commissions	Proceeds to Issuer
Per Unit of 20 Common Shares	\$1,000	0(1)	\$1,000(2)
Total	\$500,000	0(1)	\$500,000(2)

- (1) No underwriting commissions, remunerations or discounts will be paid for offering these shares. Sales of these shares will be made only by regular employees of the Company. Since there is no firm underwriting, there is no assurance that all of these shares will be sold.
- (2) Before deducting expenses payable by the Company, estimated at \$10,000 in the aggregate, and based upon the assumption that all of the shares offered are sold.

This disclosure document summarizes certain provisions of your membership 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, the Company or an affiliate in connection with the proposed membership sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your membership relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. The Company encourages you to show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a membership 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 (“FTC”). 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: October 28, 2013 ~~27, 2014~~

STATE COVER PAGE

A Member's state may have a franchise law that requires the Company to register or file with a state franchise administrator before offering or selling in a Member's state. REGISTRATION OF THIS OFFERING BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THIS OFFERING OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit D** for information about the Company, or about franchising in your state.

MANY MEMBERSHIP AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. A MEMBER MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE A MEMBER'S BUSINESS. BEFORE A MEMBER BUYS, CONSIDER WHAT RIGHTS A MEMBER HAS TO RENEW ITS MEMBERSHIP, IF ANY, AND WHAT TERMS A MEMBER MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before buying membership:

1. THE MEMBERSHIP AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH THE COMPANY BY LITIGATION ONLY IN INDIANA. OUT-OF-STATE LITIGATION MAY FORCE A MEMBER TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE THE COMPANY IN INDIANA THAN IN A MEMBER'S OWN STATE.
2. THE MEMBERSHIP AGREEMENT STATES THAT EXCEPT FOR LAWS GOVERNING THE SALE OR OF FRANCHISES OR THE FRANCHISE RELATIONSHIP, INDIANA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. A MEMBER MAY WANT TO COMPARE THESE LAWS.
3. THESE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY STATE, SECRETARY OF STATE, SECURITIES COMMISSION, AGENCY, DEPARTMENT OR DIVISION, OR BY ANY INDIVIDUAL CONNECTED WITH ANY OF THEM FOR ANY STATE, NOR HAS ANY STATE, SECRETARY OF STATE, SECURITIES COMMISSION, AGENCY, DEPARTMENT OR DIVISION, OR ANY INDIVIDUAL CONNECTED WITH ANY OF THEM FOR ANY STATE, PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE DOCUMENT/PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
4. NO DEALER, SALES REPRESENTATIVE OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE DOCUMENT/PROSPECTUS CONCERNING THIS OFFER OF SHARES. NO RELIANCE SHOULD BE PLACED UPON ANY STATEMENTS OR REPRESENTATIONS IF SO MADE.
5. THIS DISCLOSURE DOCUMENT/PROSPECTUS IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE MEMBERSHIP AGREEMENT. THIS DISCLOSURE DOCUMENT/PROSPECTUS AND ALL CONTRACTS AND AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE COMPANY AND THE MEMBER.
6. THERE MAY BE OTHER RISKS CONCERNING THIS MEMBERSHIP.

Effective Date: ~~November 5, 2013~~ October 27, 2014

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EXHIBITS

- A – Map of Minnesota Delivery
- B – Membership Agreement
- C – List of Members in Minnesota
- D – Minnesota State Addenda
- E – Financial Statements
- F – Receipt Pages

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