



HERE WE GROW AGAIN, L.L.C.

FRANCHISE DISCLOSURE DOCUMENT

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HERE WE GROW AGAIN KIDS CONSIGNMENT SALE, LLC

2122 Belmont Ave NW

Prior Lake, MN 55379

info@herewegrowagain.com

www.herewegrowagain.com

Phone: 913-522-0403

The HERE WE GROW AGAIN KIDS CONSIGNMENT SALE, L.L.C. ("Here We Grow Again") offers you a franchise to engage in the business of selling children's clothing, toys and other items on consignment.

The total investment necessary to begin operation of a Here We Grow Again franchise is \$14,385-\$22,950. This includes \$7,500 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document by electronic means or by paper, whichever is most convenient to you. To discuss receipt of this document in different formats, contact Here We Grow Again at info@herewegrowagain.com.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an adviser, like a lawyer or an accountant before you sign any agreements with franchisor.

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

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

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STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW OUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN JOHNSON COUNTY, KANSAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN KANSAS THAN IN YOUR OWN STATE.

THE FRANCHISE AGREEMENT STATES THAT KANSAS LAW GOVERNS THE AGREEMENT; AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

2. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHTS YOU ARE GRANTED, TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.
3. THERE CAN BE NO ASSURANCE OR GUARANTEE OF FINANCIAL PERFORMANCE OR THAT ANY PARTICULAR FRANCHISE WILL BE PROFITABLE TO THE EXTENT ANTICIPATED.
4. THE CHILDREN'S CONSIGNMENT INDUSTRY IS REGULATED AT FEDERAL, STATE AND LOCAL LEVELS, AND THE REGULATIONS AND APPLICABLE LAWS VARY FROM STATE TO STATE THROUGHOUT THE UNITED STATES. ANY CHANGES IN SUCH LAWS AND REGULATIONS COULD HAVE A NEGATIVE EFFECT ON A FRANCHISE'S ABILITY TO PERFORM AS EXPECTED.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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