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NEW USES®

FRANCHISE DISCLOSURE DOCUMENT

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A Resale Store for the Home

NEW USES LLC
A Delaware Limited Liability Company
4350 Baker Road, Suite 350
Minnetonka, MN 55343
866-261-2030
www.newuses.com

New Uses LLC offers individual franchises for the operation of New Uses® stores (“Stores”), buying from and selling to the retail consumer used and new home furnishings and accessories, including artwork, furniture, lamps, home decor, kitchen, home electronics and other household items and accessories

The total investment necessary to begin operation of a New Uses® store is from \$187,500 to \$286,500 This includes \$15,000 to \$20,000 that must be paid to us

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 an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jim Wollman at New Uses LLC, 4350 Baker Road, Suite 350, Minnetonka, MN 55343, (866) 261-2030, Ext 2

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is 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 IS CORRECT.

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

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

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

- 1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN MINNESOTA. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN MINNESOTA THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE YOUR STORE IS LOCATED GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS THE LAWS IN YOUR HOME STATE. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 31, 2014, THE FRANCHISOR HAD A NET WORTH DEFICIENCY OF (\$1,157,852).
- 4 THE AUDITED FINANCIAL STATEMENTS INCLUDE AN AUDITOR'S REPORT IN WHICH THE AUDITOR HAS ISSUED A QUALIFIED OPINION EXPRESSING SUBSTANTIAL DOUBT ABOUT THE FRANCHISOR'S ABILITY TO CONTINUE AS A GOING CONCERN.
- 5 AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 31, 2014, THE FRANCHISOR HAD A WORKING CAPITAL DEFICIENCY OF (\$1,159,716).
- 6 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$197,500 TO \$304,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2014, WHICH IS (\$1,157,852).
- 7 THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS OF EACH FRANCHISEE AND PAY OPERATING EXPENSES.
- 8 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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