

FRANCHISE DISCLOSURE DOCUMENT

NYS COLLECTION EYEWEAR, INC

a Delaware corporation

230 Liberty Street

Metuchen, New Jersey 08840

Telephone (732) 429-1500

www.nyscollection.com

Received
LA Mailroom

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Department of
Business Oversight

This franchise is for the operation of a kiosk located in an indoor shopping mall that sells a proprietary line of reasonably priced sunglasses, reading glasses, and accessories under the "NYS Collection" name and marks

The total investment necessary to begin operation of a NYS Collection franchise is \$80,695 to \$99,398. This includes between \$60,000 to \$73,000 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a NYS Collection conversion franchise where the franchisee will keep its existing cart is \$14,450 to \$20,200. This includes \$6,000 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a NYS Collection conversion franchise where the franchisee will upgrade to an NYS Custom Kiosk is \$57,950 to \$73,000. This includes between \$50,000 to \$59,500 that must be paid to the franchisor and/or its affiliate, as appropriate. Please see Items 5 and 7 for additional details.

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 the 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 Joseph DeAngelis at 230 Liberty Street, Metuchen, New Jersey 08840 and (732) 429-1500.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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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NYS Collection 2015 FDD

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 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 MEDIATION AND ARBITRATION ONLY IN NEW JERSEY. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH US IN NEW JERSEY THAN IN YOUR OWN STATE.**
- 2 THE FRANCHISE AGREEMENT STATES THAT NEW JERSEY 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.**
- 3 A FRANCHISEE WILL NOT RECEIVE AN EXCLUSIVE TERRITORY.**
- 4 IF A FRANCHISEE DOES NOT MEET A MINIMUM GROSS SALES VOLUME OF \$100,000 IN EACH YEAR DURING THE TERM OF THE FRANCHISE AGREEMENT, THE FRANCHISOR HAS THE RIGHT TO TERMINATE THE FRANCHISE. REFER TO ITEM 12 FOR COMPLETE DETAILS.**
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Effective Date

California Pending

New York Pending

Washington Pending

All other states where no registration is required April 30, 2015

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