



**2006
California**

**UNIFORM FRANCHISE
OFFERING CIRCULAR
FOR**



SELL IT ONLINESM

Sell It Online LLC
12285 Scripps Poway Parkway, Suite A-101
Poway, California 92064
Telephone 858-566-6300
Fax 858-566-6311
www.sellitonline.com

INFORMATION FOR PROSPECTIVE FRANCHISE REQUIRED BY THE FEDERAL TRADE COMMISSION

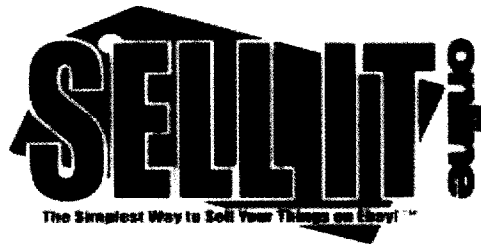
To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read your entire contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant.

If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

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

*FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580*

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Sell It Online LLC, a California limited liability company, offers franchises for the operation of Sell It OnlineSM Units. These units are eBay drop-off locations which sell items on eBay, Inc.'s auction web site on behalf of the items' owners. The initial franchise fee is \$14,500.—. The estimated initial investment required ranges from ~~\$48,245~~46,250. to ~~\$73,945~~71,950, including the initial franchise fee and the first 3 months of operating expenses.

The franchisor also offers a development program for a specified area within which the developer must open an agreed-upon number of Units according to the development schedule, with a separate franchise agreement for each Unit. The development fee is \$7,500 for each Unit to be opened, all of which will be credited towards the initial franchise fee for each Unit.

Risk Factors:

1. THE FRANCHISE AGREEMENT AND THE DEVELOPMENT AGREEMENT PERMIT THE FRANCHISEE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR ONLY IN CALIFORNIA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. BY NOT HAVING A PRINCIPAL REGISTER FEDERAL REGISTRATION FOR OUR MARKS, WE DO NOT HAVE CERTAIN PRESUMPTIVE LEGAL RIGHTS GRANTED BY REGISTRATION.
4. THE FRANCHISOR HAS BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME, SINCE APRIL 20, 2004. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.

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