HERE WE GROW AGAIN, L.L.C.

FRANCHISE DISCLOSURE DOCUMENT

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HERE WE GROW AGAIN KIDS CONSIGNMENT SALE, LLC
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www.herewegrowagain.com
Phone: 636-346-7969
317-627-1121

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.

Issuance date: August 6, 2025

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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 LASWS AND RGULATIONS COULD HJAVE A NEGATIVE EFFECT ON A FRANCHISE'S ABILITY TO PERFORM AS EXPECTED.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

UNIFORM ADDENDUM TO DISCLOSURE DOCUMENT

Some states have statutes and may have court decisions which may supersede the Franchise Agreement and other related agreements in your relationship with HERE WE GROW AGAIN, INC. The statutes may affect the enforceability of provisions in the agreements related to the termination, transfer and/or renewal of your franchise agreement; covenants not to compete; choice of law; jurisdiction; venue selection; execution of waivers and releases of claims under the statute; injunctive relief; waiver of rights to jury trial; punitive and liquidated damage provisions. and other remedies; arbitration; and discrimination between franchisees. There may be other states with similar statutes.

You should check the law in your state.

This Offering is exempt from registration in the following states: Arkansas, Arizona, Colorado, Florida, Idaho, Kansas, Minnesota, Mississippi, Missouri, Nebraska, Ohio, Oklahoma, Oregon and Texas.

State	Effective Date of Order
California	
Hawaii	
Illinois	
Indiana	May 16, 2020
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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Item 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The words "HERE WE GROW AGAIN," “HWGA,” "we," "our" and "us" refer to HERE WE GROW AGAIN KIDS CONSIGNMENT SALE, L.L.C., the franchisor. "You" and "Franchisee" means the entity which buys this HERE WE GROW AGAIN Franchise. If you are a legal entity, “You” includes all owners of any equity interest in the entity. “Licensed Business” means the business You operate under the Franchise Agreement, engaging in the business of selling children’s clothes, toys and other items.

HWGA is an Indiana Limited Liability Company formed in January 2023. Our principal place of business is PO Box 664, Danville, Indiana. We do not do business under any other name. We have no predecessors, parents or affiliates. We do not engage in or offer franchises in any business other than the offer of franchises which provide children's and maternity clothing, toys and baby equipment, consignment sales events within a community twice yearly.

HERE WE GROW AGAIN has developed a unique system for the consignment sale of new and used children and maternity clothing, toys and other items on consignment. The franchise offered by us is a twice per year children's and maternity consignment sales event where participants (consignors) make seventy percent (generally) of the sales of the items that they consign. Consignors choose what to sell and price it according to specific guidelines and bring it to the venue for you to sell. HERE WE GROW AGAIN is in business to offer franchises for people who would like to own and run an event of this type. Our direct competitors are those whose sole business is to hold an event for the sale of-children's and maternity clothing, toys and baby equipment within the same territory of a franchise twice yearly. Children's consignment stores, which have storefronts, are only indirect competition.

There are no regulations specific to the operation of a Here We Grow Again franchise, but you must comply with all local, state and federal employment, tax and safety laws, including but not limited to state and local laws regarding crib, bedding, and/or car seat sales. You must also comply with all general laws such as labor and employment laws. In addition, some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

The owners of HERE WE GROW AGAIN are Beth Rafat and Trish Pfanstiel. Beth and Trish operated a consignment sale of used children's clothing, toys and other items under the name HERE WE GROW AGAIN in Olathe, KS from 2008-2012.

In 2012, the Olathe HWGA was purchased by Brian and Nancy Inwood. Beth and Trish became franchisors in an effort to concentrate on growing their brand.

On June 1, 2017, Trish left Here We Grow Again to become a real estate agent. Beth became sole owner of Here We Grow Again Kids’ Consignment Sale.

In February 2010, Here We Grow Again obtained the trademark “HERE WE GROW KIDS CONSIGNMENT SALE" from the U.S. Patent and Trademark Office.

Our registered agent for service of process in Kansas is Trish Pfanstiel, and our registered office is 9300 W 159th Terrace, Overland Park, KS 66221.

In January of 2023, Beth sold her sole ownership to the Here We Grow Again Indy West owners, Katie Awwad and Katie Roberts. Official signing was December 15, 2022.

We have no parents or affiliates.

ITEM 2. BUSINESS EXPERIENCE

Katie Awwad was a 2008 graduate of IUPUI with a math/science degree. She worked for American Health Network until her first child was born. Katie started the Here We Grow Again Indy West sale in 2011 with a friend. In 2019, Katie Roberts joined her as co-owner, helping take Indy West to the next level. Katie Roberts was a 2008 graduate of Florida College and University of South Florida majoring in Education. She worked in the schools for 7 years until having children.

ITEM 3. LITIGATION

No litigation is required to be disclosed.

ITEM 4. BANKRUPTCY

Here We Grow Again has no parents, predecessors, affiliates or general partners. No offer or other individual who will has management responsibility relating to the sale of operation of franchises offered by this document has during the 10-year period immediately before the date of this Disclosure Document:

(i) Filed as a debtor (or had filed against it) a petition under the United States Bankruptcy Code ("Bankruptcy Code");

(ii) Obtained a discharge of its debts under the Bankruptcy Code; or

(iii) Been a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition under the Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code while, or within one year after, the officer or general partner held the position in the company.

ITEM 5. INITIAL FEES

You must pay Here We Grow Again an initial franchise fee of $7,500 payable in cash when you sign the Franchise Agreement. This fee is not refundable. If you purchase additional territories, the franchise fee remains the same $7,500 for each additional franchise, even if the franchise fee has increased to an amount above $7,500.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalties	3% of “gross sales”	Within 15 days after each semi-annual sale	
Advertising fee	1.25% of “gross sales” or $500 whichever is greater.	Within 15 days after each semi-annual sale	
Transfer fee	$2,750	On transfer	Transfers to unrelated entities require our consent. We will waive this fee if the Franchise is transferred to an entity which you control for a franchise within the original territory. (Change of Business Entity name controlled solely by original owners.) Transfers are subject to conditions similar to renewals except that the fee for a transfer is $2,750.
Renewal fee	$750	90 days before renewal	
Sale Royalties Late Fee	$75	15 days after fees due date.	Payable on if sums are not paid when due.
Missed Sale Royalty	The greater of the amount of the royalty for the previous HWGA consignment sale event or $1000, whichever is greater.	As incurred	All Franchisees are required to hold an HWGA Consignment Sales Event each spring (January – June) and each fall (July – December). It is a breach of the Franchise Agreement to fail to hold the required sales, except that if for any emergency reason, in the sole discretion of HWGA, including health, child-birth or other extraordinary circumstance, Franchisee is not able to hold any one semi-annual sale, Franchisee agrees to give HWGA notice of the emergency and pay HWGA a royalty equal to the Royalty payable on the previous sale or in the amount of $1000, whichever is greater.
Interest	1% per month	Continues to accrue until paid	Payable only if sums accrue until paid due us are not paid when due.
Costs and attorneys’ fees	Will vary	As incurred	Paid to HWGA in any action to collect unpaid royalties or other fees or payments owed to us.
Insurance	All premiums, costs and expenses we incur, plus a reasonable fee for HWGA’s time	As incurred.	If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse HWGA for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for HWGA’s time incurred in obtaining such insurance.

Indemnification	Will vary under circumstances	As incurred	You must indemnify, defend and hold HWGA harmless and reimburse HWGA for any damages arising out of the operation of your HWGA business.
Non-compliance Charge	Up to $500 per violation	As incurred	We may charge you a non-compliance charge for any violation by you of any term or condition of the Franchise Agreement.
Damages	A missed sale royalty for each HWGA Kids' Consignment Sale which should occur during the period beginning on the termination date up to the expiration date of the Franchise Agreement term.	Upon the date of termination	In the event that the Franchise Agreement is wrongfully terminated by you or terminated by HWGA with cause (as described in the Franchise Agreement), both parties agree that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by the termination of this Agreement. Therefore, in the event of such a termination, you shall pay us, as liquidated damages, a Missed Sale Royalty for each HWGA Kids' Consignment Sales Event which should occur for the period beginning on the termination date up to the expiration of the Franchise Agreement term.

"Gross sales" means all revenues received by you for all products sold and services rendered, directly or indirectly, using the Franchise, the System or the Marks, excluding sales taxes.

The fees referred to above may not be uniformly imposed. The fees may vary for existing franchisees, depending on the terms and conditions of their agreements. HWGA reserves the right to reduce or waive any fee for any reason in its business judgment. All fees referred to above are not refundable.

Item 7. ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Approximate Amount	Method of Payment	When Due	To Whom Payment Is To Be Made	Recurring cost
Initial Franchise Fee	$7,500	Cash	At signing of Franchise Agreement	HWGA	
Initial Equipment (Racks/Shelves/Etc.)	$1000-$2500	As required by supplier	Varies with supplier	Persons or entities other than HWGA	May need to add more as sales grow.
Initial Supplies /software (Computers, Printers, Scanners, Credit Card Machines, Consignor Kit Supplies, Microsoft Office, QuickBooks)	$500-$1,000	As required by supplier	Varies with supplier	Persons or entities other than HWGA	
Miscellaneous (printer/receipt paper, office supplies, table rental, etc.)	$300-$1,000	As required	At or before event	Persons or entities other than HWGA	X
Storage	$0-250	As required	Prior to opening sale	Persons or entities other than HWGA	
Venue lease	$2500-$5,000	As required by leasing agent	As required by landlord	Persons or entities other than HWGA	X
Scanning/Tagging software rental-MyCM	$285-$750	Check or online	Prior to opening sale	My Consignment Manager	X
Business Registration and tax permits	$0-$200	As required by city clerk	Depends on the city	City/Government	Depends on the city
Event insurance	$300-$750	Per policy	Per policy	Insurance company	X
Advertising	$1,500-$3,500	As required by supplier	At or before event	Persons or entities other than HWGA	X
$6885-$15,450 (does not include initial franchise fees, advertising fees or royalties)					

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required tagging and software system -- My Consignment Manager (leased per sale). Approximately $285-$750 per sale (based on number of sellers). Franchisor has no interest in My Consignment Manager.

We will furnish you with a list of required items of point-of-sale equipment, data entry and software system supply and other items in the Operations Manual. **We require at least 2 personal computers and one receipt printer prior to first sale. You are also required to have Microsoft Word, Excel, and QuickBooks software** which can be acquired from any computer supplier. HWGA reserves the right to implement and require franchisees to use and acquire new or additional computer hardware and/or software. We require that all suppliers meet our high standards to ensure quality, uniformity and safety. If you use our recommended products or products of equal or better quality, we do not require you to purchase from any particular source.

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ITEM 9. FRANCHISEE'S OBLIGATION

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Your Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	5.7	No reference in Disclosure Document
b. Pre-opening purchases/leases	4.3	9, 10
c. Site development and other pre-opening requirements	4.1, 4.3, 5	11, 12
d. Initial and ongoing training	4.1, 4.5	11
e. Opening	4.3, 5.7	11, 12
f. Fees	5.3, 5.4, 5.5	7, 8
g. Compliance with standards and policies/Operating Manual	2, 4, 12	11, 12, 13
h. Trademarks and proprietary information	2, 12.3, 13	13, 14
i. Restrictions on products/services offered	5.8(2)	8, 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	3, 5.6, Exhibit B	12
l. Ongoing product/service purchases	4.3	16
m. Maintenance. appearance and remodeling requirements	5.1, 4.3	11

n. Insurance	5.10	No reference in Disclosure Document
o. Advertising	5.5, 5.8 (4)	11
p. Indemnification	5.8(7), 17	No reference in Disclosure Document
q. Owner's participation/management/ staffing	5.2	12, 15
r. Records and reports	5.9	No reference in Disclosure Document
s. Inspections and audits	4.4, 5.9	No reference in Disclosure Document
t. Transfer	8, 11(2)	17
u. Renewal	6.4, 6.5, 8.3	6, 17
v. Post-termination obligations	10	17
w. Non-competition covenants	11	17
x. Dispute Resolution	Not applicable	No reference in Disclosure Document
y. Other	Not applicable	Not applicable

ITEM 10. FINANCING

We do not offer any direct or indirect financing to you. We do not guarantee your lease or other obligations. If you are a corporation, limited liability company or limited partnership, we may require your principal shareholders, members and limited partners to guarantee all of your obligations to us.

ITEM 11. FRANCHISER'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, HWGA is not required to provide you with any other assistance:

(1) Our Pre-Opening Obligations to You. Before your first sale, we will:

(a) Designate a Territory for the Franchise; and

(b) Provide you training at an agreed upon sale (prior to your first sale) and advice. This training and advice are provided free of charge to you; and

(c) Loan you a copy of the Operations Manual; and

(d) Provide you with a list of required equipment and supplies (Operations Manual); and

(e) Give you notice of any deficiency in your operations. You must correct such deficiencies; and

(f) Make suggestions for improvements.

(g) Place sale on HWGA website.

You are solely responsible for finding a site for your sale within your Territory. Typically, franchisees lease space from a third party for a few days before, during and after their semi-annual sale.

You are responsible for complying with all applicable building codes and local ordinances and security and for obtaining all required permits for holding a consignment sale.

You are also responsible for advertising your sale, for obtaining signs, point of sale registers, and other equipment.

You are also responsible for hiring and supervising persons who help you with your sale.

You are also required to pay all sales and other taxes applicable to your sale and items sold during your sale.

(2) Time Required for Holding Your First Sale. You are allowed 300 days from the signing of the Franchise Agreement to hold your first consignment sale. We have the right, in our sole discretion, to extend these periods in writing, but we are not obligated to do so. Factors affecting this time period are the time required to obtain business registration if required, lease negotiations for the location you select for your sale, equipment purchases which are generally available commercially without any delay or interruption, and the time necessary for us to provide training necessary.

(3) Services We Provide During Your Franchise Agreement. We are obligated to do the following:

(a) While you are in compliance with the Franchise Agreement and so long as you meet your performance requirements, we will not grant other franchises in your Territory or operate ourselves in your Territory; and

(b) Make periodic visits when needed to the Franchise and provide you with a copy of this report with deficiencies or any violations of this Agreement noted in the report must be corrected within seven days from the date of the report; and

(c) Advise you of improvements and recommendations; and

(d) Maintain our website.

(4) Advertising. Here We Grow Again uses a graphic designer to design all print advertising and collateral material. **All print ad designs that will be placed in any community papers, magazines, trade publications, billboards, etc. must be designed by our designer unless agreed upon by both Here We Grow Again and franchisee.** You may choose to have our designer design something specific to your franchise, at your own expense, as long as Here We Grow Again approves it. We do not permit you to use your own advertising. We will not approve advertising which is false, inaccurate, or misleading or advertising which does not correctly use the logo and other symbols of HERE WE GROW AGAIN, or advertising which contains offensive material, or which disparages the name or good will of HERE WE GROW AGAIN, as determined in our sole discretion. Subject to approval by us, we do not restrict the use of advertising on the internet or the worldwide web.

In addition, if HERE WE GROW AGAIN establishes a regional or national advertising fund, you will be required to contribute to that fund in the same manner as other franchisees. No such fund has been established, and none is currently planned.

(5) Computer Equipment Required. You are not required to purchase or lease any particular electronic cash register or credit card machine. Appropriate scanners and computer hardware are listed in the Operations Manual.

(6) The Operations Manual. You must comply with the Franchise Agreement, the Operations Manual and all applicable local, state and federal laws, rules and regulations applicable to the operation of your Franchise.

Here We Grow Again will provide training, assistance and guidance in all areas of the sale. We require prospective franchisees to actively participate in a sale held by us or another franchise, preferably before you host your first sale. We believe that having actual experience in attending and participating in a sale provides useful information for the prospective franchisee.

ITEM 12. TERRITORY

(1) You will be granted a specific Territory with specific geographic boundaries, which will be mutually acceptable to you and to us. Before you sign the Franchise Agreement, your Territory will be defined and attached to your Franchise Agreement. You will be required to hold 2 semi-annual consignment sales within your Territory. You may hold your sales anywhere within your Territory. The specific location of your sales within your Territory will be within your discretion, subject to approval of Franchisor.

(2) There is no maximum or minimum size of your Territory.

(3) Relocating the location of your sale within your Territory is within your sole discretion. Relocation of your Territory is a matter within our sole discretion and requires our prior written approval. We consider the same factors in deciding whether to approve your request to relocate your franchise are the same factors we consider in determining whether to grant a new franchise. We also consider whether you have moved a substantial distance outside of your Territory, if you have complied with your obligations to us under your existing Franchise Agreement, if your new location does not have an existing franchise, and if you have arranged to sell your existing Territory to a third party who meets our standards for becoming a new franchisee with our prior approval.

(4) Unless we specifically agree within our sole discretion, you do not have option or right to acquire any additional Territory or any additional franchises from us.

(5) Your Territory is exclusive to you, so long as you are in compliance with your obligations under your Franchise Agreement. We cannot alter your Territory without your prior written consent. Continuation of your exclusive rights to the Territory and continuation of your rights under your Franchise Agreement is dependent upon your compliance with your obligations under the Franchise Agreement, including meeting the minimum gross revenue levels in your Franchise Agreement. Typically, those minimum gross revenue requirements are: Year l: $30,000. Year 2: $60,000, Year 3: $90,000. Both Here We Grow Again and other franchisees are prohibited from establishing a consignment sale located within your Territory, so long as you are in compliance with your obligations under your Franchise Agreement, unless you consent in writing within your sole discretion. If you do not comply with your minimum gross revenue obligations or if you do not comply with your other obligations under your Franchise Agreement, we have the right to terminate your franchise and we have the right to permit sales by us or other franchisees within your Territory. If you are payment default, you are required to remedy your payment default immediately. If you are in default other than for failing to make payments to us, you are required to remedy your default within 30 days. Failure to do so may result in your loss of exclusivity in your Territory or in the termination of your franchise.

(6) So long as you are not in default, we will not hold a sale or allow others to allow a sale within your Territory. You are restricted in efforts to solicit consignors from outside your territory from participating in your sale, but you are not prohibited from accepting consignors who live outside your Territory to participate in your sale. You are permitted to use public media, such as newspaper, radio, television and other electronic means of general solicitation to attract consignors who reside outside your Territory to participate in your sale, so long as you have not directly solicited their participation (such as direct mail) where the consignor lives in the territory granted to another franchisee. You are not required to compensate us or other Here We Grow Again sale if a consignor who resides outside your Territory sells items in your sale.

The products sold by you at your semi-annual consignment sale do not belong to either us or you, but instead belong to third party consignors who agree to place their items for sale at your sale.

ITEM 13. TRADEMARKS

In February 2, 2010, Here We Grow Again obtained the trademark "HERE WE GROW KIDS CONSIGNMENT SALE" from the U.S. Patent and Trademark Office, Registration Number 3,744,501, Principal Register. The registration has been renewed.

On December 15, 2009, Here We Grow Again, LLC entered into a Consent Agreement with Here We Grow Again, a Wisconsin limited liability company, ("HWGA-WI") wherein HWGA-WI is allowed to operate its consignment sale and website in the State of Wisconsin.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents. We have not registered any copyrights but may in the future.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

As owner of the Franchise, you must devote your personal time and attention in the supervision, operation and management of the Franchise. You need not be present on site at all times while any sale is in progress, but you must take an active role and personal responsibility for the organization and operation of each sale. You are not a passive investor, but you are actively engaged in the operations of the business and are not expecting to derive profits solely from the efforts of others.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL

You must offer for sale only those products and services approved by us, and you may not offer for sale items other than those approved by us. We approve for sale new and gently used children's and maternity clothing, toys and baby equipment, shoes, furniture, games and similar items. You may sell approved items generally to the public or to other dealers or wholesalers. All items sold must comply with governmental rules and regulations related to the sale of recalled and/or unapproved (example: lead paint) items.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this disclosure document.

	Provision	Section in franchise or other agreement	Summary
a.	Length of the franchise term	6	5 years from date Franchise Agreement is signed.
b.	Renewal or extension of the term	6	If you are in good standing, you can renew for successive 5-year term.
c.	Requirements for franchise to renew or extend	6	You must have complied with your obligations during the term.
d.	Termination by franchisee	none	You can terminate if we breach the Franchise Agreement and do not cure the breach within 30 days.
e.	Termination by franchisor without cause	none	We must have cause to terminate your Franchise Agreement.
f.	Termination by franchisor with cause	9	We can terminate while you are in default after notice and applicable times to cure have expired.
g.	"Cause" defined—curable defaults	9	You have 10 days to cure payment defaults and 30 days to cure other curable defaults.
h.	"Cause" defined—non-curable defaults	9	Non-curable defaults are the commission of a crime involving moral turpitude and being prohibited from engaging in any type of business.
i.	Franchisee's obligations on termination/non-renewal	10	You must cease using the Here We Grow Again logo, return the Operations Manual to us, pay us within 10 days of funds owed to us and comply with the non-competition, confidentiality and other provisions of the Franchise Agreement and apply post-termination.
j.	Assignment of contract by franchisor	none	We may assign the Franchise Agreement without your consent.
k.	"Transfer" by franchisee--defined	8	A transfer involves the attempt to transfer your duties under the Franchise Agreement and material changes in ownership of the entity that owns it. You may transfer these duties to related entity but only with our consent. (Any changes in ownership of the franchise will require the $2,750 transfer fee).
l.	Franchisor approval of transfer by franchisee	8	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for franchisor approval of transfer	8	The transferee must qualify, assume your obligations under the Franchise Agreement, sign a new Franchise Agreement, release us and our directors, officers and representatives and pay transfer fee of $2,750. You must agree in writing to comply with post-termination non-competition covenants and confidentiality obligations.
n.	Franchisor's right of first refusal to acquire franchisee's business	8	We can match any offer to purchase your franchise and if we do you must sell to us.
o.	Franchisor's option to purchase franchisee's business	8	We can match any offer to purchase your franchise and if we do you must sell to us.
p.	Death or disability of franchisee	7	The death, disability or dissolution of you or owners holding 25% or more in equity shall not automatically involve a default unless the successor does not comply with the Franchise Agreement.

	Provision	Section in franchise or other agreement	Summary
q.	Non-competition covenants during the term of the franchise	11	Neither you nor any 10% or greater equity owner may compete with the Franchise during the term of the Franchise Agreement.
r.	Non-competition covenants after the franchise is terminated or expires	11	Neither you nor any 10% or more owner may compete with the Franchise business for 3 years after termination.
s.	Modification of the agreement	12, 22	The Operations Manual is subject to change. Modifications become effective upon delivery of written notice to you unless the notices specify a longer period.
t.	Integration/merger clause	22	All agreements between the parties are in the Franchise Agreement and its exhibits.
u.	Dispute resolution by arbitration or mediation	none	Not applicable.
v.	Choice of forum	19	All disputes must be submitted in Johnson County, Kansas
w.	Choice of law	19	Kansas

ITEM 18. PUBLIC FIGURE

We do not use any public figure to promote our Franchise or the System.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, the franchisee may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Beth Rafat, 2122 Belmont Ave NW, Prior Lake, MN 55379 or 913-522-0403, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

System wide Outlet Summary			
Years 2014-24	Year	Outlets at the Start of the Year	Outlets at the End of the Year
Franchised	2014	15	13
	2015	13	15
	2016	15	15
	2017	15	13
	2018	13	12
	2019	12	12
	2020	12	13
	2021	12	11
	2022	11	10
	2023	10	10
	2024	10	10
Company Owned	2014	0	0
	2015	0	0
	2016	0	0
	2017	0	0
	2018	0	0
	2019	0	0
	2020	0	0
	2021	0	0
	2022	0	0
	2023	0	0
	2024	0	0
Total Outlets	2014	15	13
	2015	13	15
	2016	15	15
	2017	15	13
	2018	13	12
	2019	12	12
	2020	12	13
	2021	12	11
	2022	11	10
	2023	10	10
	2024	10	10

Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2014-2024

State	Year	Number of Transfers
KS	2014	1
	2015	0
	2016	1
	2017	1
	2018	1
	2019	0
	2020	0
	2021	0
	2022	0
	2023	0
	2024	0
MO	2014	0
	2015	0
	2016	0
	2017	0
	2018	0
	2019	0
	2020	1
	2021	0
	2022	0
	2023	0
	2024	0
TX	2014	0
	2015	0
	2016	0
	2017	0
	2018	0
	2019	0
	2020	0
	2021	0
	2022	0
	2023	0
	2024	0
IN	2014	0
	2015	0
	2016	0
	2017	0
	2018	1
	2019	2
	2020	0
	2021	0
	2022	0
	2023	1

	2024	0
Totals	2014	1
	2015	0
	2016	1
	2017	1
	2018	1
	2019	3
	2020	1
	2021	0
	2022	0
	2023	0
	2023	1
	2024	0

Status of Franchise Outlets
For years 2014 to 2024

	Year	Outlets at the start of the year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
KS	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	1	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
MO	2014	7	0	0	0	0	3	4
	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	1	0	0	4
	2018	4	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	1	0	0	2

TX	2014	2	0	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	2	0	0	1	0	0	2
	2017	2	0	1	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
IN	2014	2	0	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	1	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
MN	2014	0	1	0	0	0	0	1
	2015	0	0	0	0	0	0	0
	2016	1	0	0	0	0	0	1
	2017	0	0	0	0	0	0	0
	2018	0	0	0	1	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
AZ	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
ID	2024	0	1	0	0	0	0	1

Totals	2014	15	1	0	0	0	3	13
	2015	13	3	0	1	0	0	15
	2016	15	1	0	1	0	0	15
	2017	15	1	1	2	0	0	13
	2018	13	0	0	0	0	0	12
	2019	12	0	0	0	0	0	12
	2020	12	1	0	0	0	0	13
	2021	13	0	0	2	0	0	11
	2022	11	0	0	1	0	0	10
	2023	10	0	0	0	0	0	10
	2024	10	1	0	1	0	0	10

Status of Company Owned Outlets For years 2014 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
KS	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
MO	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
TX	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
IN	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
ID	2024	0	0	0	0	0	0
MN	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Projected New Franchised Outlets

State	Franchise Agreements signed but outlet not opened	Projected new franchised outlet in the next fiscal year	Projected new company-owned outlet in the next fiscal year
KS	0	0	0
MO	0	0	0
TX	0	0	0
IN	0	0	0
NE	0	0	0
MN	0	0	0
ID	0	1	1
AZ	0	0	0
Other	0	1	0
Total	0	1	0

ITEM 21. FINANCIAL STATEMENTS

Attached is audited financial information. Our fiscal year runs January 1 to December 31.

ITEM 22. CONTRACTS

A Franchise Agreement is provided.

ITEM 23. RECEIPTS

A receipt for this Franchise Disclosure Document is attached at the end of this document. You must remove one copy, sign it and return it to Here We Grow Again.

RECEIPT

[Retain This Copy for Your Records]

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If HERE WE GROW AGAIN offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If HERE WE GROW AGAIN does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Here We Grow Again, LLC, located at PO Box 664, Danville, Indiana. The telephone number is 636-346-7969.

Issuance date: August 6, 2025

I have received a Franchise Disclosure Document, dated August 6, 2025 that included the following Exhibits:

A. Financial Statement
B. Franchise Agreement

Date: _________________________ Signature: _________________________________

Date: ________________________ Signature: __________________________________

RECEIPT

[Return This Copy to Us]

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