



EAT ONE THAT'S WORTH IT.

FRANCHISE DISCLOSURE DOCUMENT

Sublime Doughnuts Franchise Corp.
a Georgia Corporation
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Atlanta, Georgia 30318
Telephone: (404) 897-1801
Facsimile:

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www.sublimedoughnuts.com

As a franchisee you will operate a casual, full-service specialty bakery under the trademark SUBLIME DOUGHNUTS featuring breakfast and brunch foods, and other food products and beverages authorized by us.

The total investment necessary to begin operation of a Sublime Doughnuts[®] bakery is \$258,000 to \$546,500. This includes \$25,000 that must be paid to the franchisor or its affiliate. You must sign a market development agreement and you must pay a market development fee equal to \$25,000 for each bakery that you agree to develop under the market development agreement. The market development fee you pay will be credited against the initial franchise fee for that bakery, as long as you develop and open the bakery according to your development schedule.

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 governmental 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 Daryl Dollinger at 1718 Peachtree Street, Suite 1070 South, Atlanta, Georgia 30309 and (404) 351-3500.

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, 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.

The date of issuance of this Franchise Disclosure Document is December 1, 2012, as updated March 25, 2013.

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 to this Disclosure Document 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 AND THE MARKET DEVELOPMENT AGREEMENT REQUIRE YOU TO ARBITRATE WITH US ONLY IN THE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION CLOSEST TO OUR PRINCIPAL EXECUTIVE OFFICE. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST YOU MORE TO ARBITRATE WITH US WHERE OUR PRINCIPAL EXECUTIVE OFFICE IS LOCATED THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND THE MARKET DEVELOPMENT AGREEMENT STATE THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFIT AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. WE HAVE THE RIGHT TO BRING CERTAIN ACTIONS, CLAIMS AND SUITS IN THE FEDERAL OR STATE COURT FOR THE DISTRICT WHERE OUR PRINCIPAL EXECUTIVE OFFICE IS LOCATED. IT MAY COST YOU MORE TO LITIGATE WITH US IN OUR STATE THAN IN YOUR HOME STATE.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration appear on the following page.

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