



FRANCHISE DISCLOSURE DOCUMENT

ISSUANCE DATE: MARCH 29, 2024, AS AMENDED ON JANUARY 6, 2025

AUNTIE ANNE'S FRANCHISOR SPV LLC
A Delaware limited liability company
5620 Glenridge Drive NE
Atlanta, GA 30342
(404) 255-3250

www.auntieannes.com
requests@auntieannes.com

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You will operate an Auntie Anne's® retail shop offering fresh baked soft pretzels, lemonade and related foods and beverages (a “**Shop**”).

The total investment necessary to begin operation of a traditional Shop (a “**Full Shop**”) ranges from \$149,625 to \$624,800. This includes \$35,660 to \$54,577 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Shop within a temporary stand in a farmers’ market, a concession trailer, or a food truck (a “**Concession Shop**”) is \$154,285 to \$330,460. This includes \$10,660 to \$27,077 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Shop in a location that is co-branded with a Cinnabon® franchise (a “**Cinnabon Co-Branded Shop**”) is \$441,475 to \$990,400. This includes \$66,160 to \$100,977 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Shop in a location that is co-branded with a Jamba® franchise (a “**Jamba Co-Branded Shop**”) is \$593,575 to \$1,143,500. This includes \$71,160 to \$110,777 that must be paid to us or our affiliates.

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 our sales department at 5620 Glenridge Drive NE, Atlanta, GA 30342 and 800-227-8353 or requests@auntieannes.com.

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 (“**FTC**”). 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 issuance date of this Franchise Disclosure Document is March 29, 2024, as amended on January 6, 2025.

ITEM 2. BUSINESS EXPERIENCE

James (Jim) E. Holthouser: Chief Executive Officer

Jim has been our Chief Executive Officer since February 2020. Since February 2020, Jim has also served as (i) President of GoTo Systems, (ii) Chief Executive Officer of GoTo Foods, JJ, each of the Former GoTo Franchisors, and each of the other GoTo Foods Portfolio companies, and (iii) a member of the Board of Managers for GoTo Foods, JJ, and each of the Former GoTo Franchisors. From February 2018 to January 2020, Jim was the owner of Madison County Multiplex, LLC in Stanford, Kentucky. Jim serves in his present capacities in Atlanta, Georgia.

Michael (Mike) J. Dixon: Chief Financial Officer, Treasurer and Assistant Secretary

Mike has been our Chief Financial Officer, Treasurer and Assistant Secretary since March 2017. Mike has been Chief Financial Officer, Treasurer and Assistant Secretary for (i) AA, GoTo Foods, and each of the other Former GoTo Franchisors since March 2016, (ii) GoTo Systems and the other GoTo Foods Portfolio companies (except Jamba) since March 2017, and (iii) Jamba and JJ since September 2018. Mike has also served as a member of the Board of Managers or Board of Directors for GoTo Foods and each of the other Former GoTo Franchisors since March 2017 and for JJ since September 2018. Mike serves in his present capacities in Atlanta, Georgia.

Brian Krause Bobby Morena: Chief Development Officer

~~Brian Bobby~~ has been our Chief Development Officer since ~~July 2020~~. ~~Brian~~ Bobby ~~January 2025~~. Bobby has also served in the same role for GoTo Foods and AA since ~~July 2020~~. ~~From June 2019 to June 2020, Brian was the Chief Development Officer for~~ January 2025. From January 2024 to December 2024, Bobby served as Senior Vice President, Franchise Sales for us, GoTo Foods, and each of the other GoTo Foods Portfolio companies. Bobby was the Vice President, Retention and Lead Generation for us, GoTo Foods, and each of the other GoTo Foods Portfolio companies from April 2021 to January 2024. From February 2020 to April 2021, Bobby was the Director of Franchise Development for Inspire Brands in Atlanta, Georgia. From February 2020 to September 2001, Bobby was Director of Franchise Development for Jimmy John's Franchise, LLC in Champaign, Illinois. From November 2016 to May 2019, Brian was the Senior Vice President, Franchise Development for Wyndham Hotel Group in Parsippany, New Jersey. Brian Bobby serves in his present capacities in Atlanta, Georgia.

Julie Younglove-Webb: Chief Brand Officer

Julie has been our Chief Brand Officer since January 2023. Julie has also served in the same role for AA since January 2023. Between July 2022 and December 2022, Julie was in between positions. From March 2021 to June 2022, Julie was the Senior Vice President - Team USA for Domino's Pizza, Inc. in Wheaton, Illinois. From September 2020 to February 2021, Julie was the Vice President - Team USA for Domino's Pizza, Inc. in Wheaton, Illinois. From May 2015 to August 2020, Julie was the Senior Vice President - Chief Restaurant Operations Officer for Potbelly Corporation in Chicago, Illinois. Julie serves in her present capacities in Atlanta, Georgia.

Sarah E. Powell: Executive Vice President, General Counsel and Secretary

Sarah has been our Executive Vice President, General Counsel and Secretary since March 2017. Sarah has also served in the same roles for (i) AA, GoTo Foods, and each of the Former GoTo Franchisors since January 2015, (ii) GoTo Systems and the other GoTo Foods Portfolio companies (except Jamba) since March 2017, and (iii) Jamba and JJ since September 2018. Sarah has also served as a member of the Board of Managers or Board of Directors for GoTo Foods and each of the other Former GoTo Franchisors since March 2017 and for JJ since September 2018. Sarah serves in her present capacities in Atlanta, Georgia.

~~Kristen Hartman: Senior Vice President of Auntie Anne's and President, Specialty Brands for GoTo Foods~~

~~Kristen has served as our Senior Vice President since September 2020. She has also served as (i) President, Specialty Brands for GoTo Foods since September 2020, (ii) Senior Vice President for AA, Jamba, and JJ since September 2020, and (iii) Senior Vice President for Carvel, Carvel LLC, Cinnabon, and Cinnabon LLC since December 2020. From March 2019 to December 2020, Kristen was the President of Carvel and Carvel LLC. From March 2018 to December 2020, Kristen was the President of Cinnabon and Cinnabon LLC. Kristen serves in her present capacities in Atlanta, Georgia.~~

Tim Goodman: Senior Vice President, Franchise Administration

Tim has been our Senior Vice President, Franchise Administration since February 2019. He has also served in the same role for JJ, the Former GoTo Franchisors, and the GoTo Foods Portfolio companies since February 2019. Tim serves in his present capacities in Atlanta, Georgia.

Chris Newman: Senior Vice President, Real Estate

Chris has been our Senior Vice President, Real Estate since January 2023. Chris has also served in the same role for GoTo Foods and each of the other GoTo Foods Portfolio companies since January 2023. From October 2020 to December 2022, Chris was the President at LSG Real Estate, Inc. in Columbia, Missouri. From January 2017 to December 2022, Chris was Director of Real Estate at Next Chapter Properties, LLC in Columbia, Missouri. Chris serves in his present capacities in Atlanta, Georgia.

~~Bobby Morena~~Thomas (Tom) Richards: Senior Vice President, Franchise Sales

~~BobbyTom~~ has been our Senior Vice President, Franchise Sales since January ~~2024~~2025. ~~BobbyTom~~ has also served in the same role for GoTo Foods and each of the other GoTo Foods Portfolio companies since January 2025. From July 2017 to December 2024. ~~Bobby~~ was, ~~Tom~~ served as the Vice President, Retention and Lead Generation for us, GoTo Foods, and each of the other GoTo Foods Portfolio companies from April 2021 to January 2024. From February 2020 to April 2021, Bobby was the Director of Franchise Development for Inspire Brands in Atlanta, Georgia. From September 2001 to February 2020, Bobby was Director of Franchise Development for Jimmy John's Franchise, LLC in Champaign, Illinois. ~~Bobby~~Non-Traditional Franchise Sales for GoTo Foods. ~~Tom~~ serves in his present capacities in Atlanta, Georgia ~~Plano, Texas~~.

Tara Wise: Vice President, Operations

Tara has been our Vice President, Operations since February 2023. From February 2021 to January 2023, Tara was our Senior Director of Operations. From September 2018 to January 2021, Tara was our Director of Operations. Tara serves in her present capacity in Atlanta, Georgia.

Shelley Harris: Chief Operating Officer for GoTo Foods

Shelly has served as the Chief Operating Officer for GoTo Foods since January 2025. From August 2022 to December 2024, Shelly served as (i) President, Restaurant Brands for GoTo Foods and (ii) Senior Vice President for Moe's, Moe's Franchisor LLC, McAlister's, McAlister's LLC, Schlotzsky's, and Schlotzsky's Franchise LLC. Shelley served as the Interim Chief Brand Officer of Schlotzsky's and Schlotzsky's Franchise LLC from March 2022 to August 2022 and she served as Senior Vice President, Category Operations and Training, Restaurant Brands for GoTo Foods from September 2020 to August 2022. Shelley serves in her present capacities in Atlanta, Georgia.

Jackie Secor: Senior ViceMike Freeman: President, Category Operations, Specialty Brands for GoTo Foods

~~JackieMike~~ has been served as the Senior Vice President, Category Operations, Specialty Brands for GoTo Foods since January 2025. From September 2021 to December 2024, Mike was the Chief Brand Officer of McAlister's and McAlister's LLC. From September 2020. Jackie to September 2021, Mike was our the Vice President, Operations from March 2017 to September 2020. Jackie of McAlister's and McAlister's LLC. Mike serves in her his present capacities in Atlanta, Georgia.

Danielle ParraJackie Secor: Senior Vice President, MarketingOperations for GoTo Foods

~~DanielleJackie~~ has been the Senior Vice President, MarketingOperations for GoTo Foods since August 2023January 2025. From September 2021 to July 2023, Danielle was2020 to December 2024, Jackie served as the Senior Vice President, Category Marketing, RestaurantOperations, Specialty Brands for GoTo Foods. From December 2020 to September 2021, Danielle was Vice President, Marketing for McAlister's. From August 2020 to November 2020, Danielle volunteered at the Resource Development & Marketing Board Committee for the Boys and Girls Club of Metro Atlanta in Atlanta, Georgia. From July 2019 to July 2020, she was the Chief Commercial Officer for KEH Camera in Atlanta, Georgia. From October 2016 to June 2019, Danielle served as Chief Marketing Officer for Icahn Automotive LLC in Kennesaw,

Georgia. ~~Danielle~~ March 2017 to August 2020, she was our Vice President, Operations. Jackie serves in her present capacity ~~capacities~~ in Atlanta, Georgia.

Jessicah Pounds: Vice President, Training for GoTo Foods

Jessicah has been the Vice President, Training for GoTo Foods since August 2023. Jessicah served as the Vice President, Training, Restaurant Brands for GoTo Foods from September 2020 to August 2023. From April 2017 to September 2020, Jessicah was the Senior Director, Training and Ops Services for Moe's. From March 2013 to September 2020, Jessicah was the Senior Director, Training and Ops Services for Moe's Franchisor LLC. Jessicah serves in her present capacity in Atlanta, Georgia.

Dave Mikita: President, International and Retail Channels for GoTo Foods

Dave has been the President, International and Retail Channels for GoTo Foods since January 2023. From March 2018 to December 2022, Dave was the President, Global Channels for GoTo Foods. Dave serves in his present capacity in Atlanta, Georgia.

ITEM 3. LITIGATION

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. 19STCV09597, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in

Type of Fee ^{1,3}	Amount	Date Due	Remarks
	Net Sales, which we may increase in our sole discretion to 7% of Net Sales		
Advertising Contribution	<p><u>Shops in Other Locations (except Co-Branded Shops in Other Locations):</u> Currently, 4.52% of Net Sales</p> <p><u>Co-Branded Shops in Other Locations:</u> Currently, 4.52% of Net Sales attributed to Auntie Anne's, 2.5% of Net Sales attributed to Cinnabon, and 3% of Net Sales attributed to Jamba</p> <p><u>Shops in Streetside Locations:</u> Currently, 3% of Net Sales</p>	Payment Due Date	<p>See Note 3 for the definition of “Other Locations” and “Streetside Locations.”</p> <p>You must contribute the Advertising Contribution to the Ad Fund (as defined in Item 11). We may increase the Advertising Contribution at any time by notice to franchisees. However, your required Advertising Contribution and Local Marketing Obligation (as defined below) may not collectively exceed 5% of your Net Sales.</p> <p>For Co-Branded Shops, we will collect the Advertising Contribution based on the portion of Net Sales attributable to products that we and the Co-Branded Franchisor have agreed to credit to the Auntie Anne's side of the Co-Branded Shop, and the Co-Branded Franchisor will collect a separate advertising contribution (as specified in its Disclosure Document) based on the portion of Net Sales attributable to products that we and the Co-Branded Franchisor have agreed to credit to the Co-Branded Franchise's side of the Co-Branded Shop.</p>
Advertising Cooperative Contribution	An amount set by your Advertising Cooperative	Payment Due Date	All members of an Advertising Cooperative (as defined in Item 11), whether a franchisee-owned, company-owned or affiliate-owned Shop, have voting rights on matters brought before the Advertising Cooperative for a vote, including matters relating to the amount of the required Advertising Cooperative contribution.
Local Marketing Obligation	Currently, each calendar quarter, you must spend not less than 1% of Net Sales on local market advertising	Each calendar quarter	We may specify a minimum amount that you must spend on local market advertising (the “ Local Marketing Obligation ”), which we may change upon 60 days' written notice. However, your required Advertising Contribution and Local Marketing Obligation may not collectively exceed 5% of your Net Sales. See Item 11 for what will count toward meeting your obligation. If you fail to

signs, posters, collaterals, etc. that we have prepared.

Ad Fund. We will allocate your Advertising Contributions to a fund for the advertising and promotion of the Shops, the Proprietary Marks, and the System (the “**Ad Fund**”). Currently, you must make a monthly Advertising Contribution to the Ad Fund in the amount of ~~4.52%~~ 4.52% of Net Sales for Shops located in Other Locations and 3% of Net Sales for Shops located in Streetside Locations. We may increase the Advertising Contribution by notice to franchisees. However, your required Advertising Contribution and Local Marketing Obligation will collectively not exceed 5% of your Net Sales. Your Advertising Contribution is in addition to your Local Marketing Obligation and your Grand Opening Obligation (as defined below).

We currently do not, and are not required to, maintain the Ad Fund, Advertising Contribution you paid, or income earned from contributions to the Ad Fund in a separate account from our other money. Our Shops will contribute to the Ad Fund in the same manner and in the same amounts as similarly-situated franchised Shops. Our other franchisees may not be required to contribute to the Ad Fund, may be required to contribute to the Ad Fund at a different rate than you, or may be required to contribute to a different advertising fund.

We or an affiliate will administer the Ad Fund. We have sole authority to direct all advertising programs and promotions and uses of the Ad Fund, with sole control over the creative concepts, materials, and media used in the programs, and the placement and allocation of advertising. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate.

We may use the Ad Fund to meet the costs of administering, preparing, and conducting national, local, or regional advertising, promotional, or brand building programs of any kind, including the cost of (i) preparing and conducting television, radio, magazine, newspaper, and digital advertising campaigns and other public relations activities (including, but not limited to, for purposes of brand reputation management), (ii) employing public relations firms and advertising agencies to assist in these activities, and (iii) conducting other activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, such as limited-time menu offerings, crew incentives, franchisee incentive and/or promotional programs, customized materials (e.g., cups), up-sell programs, guest response programs, manager/employee recognition programs, quality assurance and food safety programs, mystery shop and shopper programs, brand websites and ordering platforms, brand applications, social media account administration and promotion, and in-store equipment and technologies related to such marketing programs. We may use the Ad Fund to compensate us for the reasonable administrative costs and overhead we incur in activities related to advertising and promotional programs, including new product development; market research; preparing advertising and promotional materials; Digital Marketing (as defined below); working with public relations firms, advertising agencies, advertising placement services, and creative talent; reimbursing franchisee advisory council meeting expenses; developing and maintaining, and paying third parties for the development and maintenance of, internet sites, applications, and other equipment and technologies related to marketing programs.

The advertising and promotions that we conduct are intended to maximize general public recognition and patronage of the System generally in the manner that we determine to be most effective. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate. We will not spend the Ad Fund in a manner that (i) exclusively benefits our licensees that manufacture and sell Approved Products, if any, or (ii) is principally a solicitation for the sale of franchises. We have

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Exempt
Hawaii	April 10, 2024, as amended on <i>Pending</i>
Illinois	Exempt
Indiana	April 5, 2024
Maryland	Pending June 20, 2024 (Exempt)
Michigan	March 29, 2024
Minnesota	April 10, 2024, as amended on <i>Pending</i>
New York	Exempt
North Dakota	April 10, 2024 (Exempt)
Rhode Island	Pending March 30, 2024 (Exempt)
South Dakota	Pending April 2, 2024
Virginia	April 5, 2024 (Exempt), as amended on <i>Pending</i>
Washington	Pending April 15, 2024 (Exempt)
Wisconsin	March 31, 2024, as amended on January 6, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23 RECEIPT

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 Auntie Anne’s Franchisor SPV LLC offers you a franchise, we 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Auntie Anne’s Franchisor SPV LLC 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 applicable state agency listed in Exhibit F.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: _____
5620 Glenridge Drive NE, Atlanta, Georgia 30342 and its telephone number is (404) 255-3250.

Auntie Anne’s Franchisor SPV LLC, the seller of these franchises, authorizes the agencies shown on Exhibit G to receive service of process for it in certain states.

The issuance date of this Disclosure Document is March 29, 2024, as amended on January 6, 2025.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an Entity), hereby acknowledge receipt from Auntie Anne’s Franchisor SPV LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated March 29, 2024, as amended on January 6, 2025.

This Disclosure Document included the following exhibits: A – Financial Statements; B – Franchise Agreement and Related Agreements; C – Other Agreements; D – Information on Franchisees; E- Information on Former Franchisees; F – State Administrators; G- Agents for Service of Process; H – State Addenda to Disclosure Document; and I – Franchisee Disclosure Acknowledgement

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

If an individual:

(Name of corporation or LLC)

(Signature)

By: _____

(Print Name)

Its: _____
(Title)

(Signature)

(Print Name)

(Print Name)

Address of corporation, LLC, or individual(s): _____

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If Auntie Anne's Franchisor SPV LLC offers you a franchise, we 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

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Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

If an individual:

(Name of corporation or LLC)

(Signature)

By: _____

(Print Name)

Its: _____
(Title)

(Signature)

(Print Name)

(Print Name)

Address of corporation, LLC, or individual(s): _____
