

ITEM 1. THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

We are Yogurtland Franchising, Inc., a California corporation. We were formed on November 13, 2006. To simplify this offering circular, we refer to ourselves as "Yogurtland," "we" or "us." "You" means the person who buys the franchise. Sometimes in this offering circular "you" also means individuals who are stockholders of a corporation, members of a limited liability company, or partners of a partnership that buys a franchise.

Our Principal business address is 10612 Shoemaker Avenue, Unit C, Santa Fe Springs, California 90670. Our phone number is (562) 944-6069. Our agent for service of process in California is Phillip Chang whose address is 10612 Shoemaker Avenue, Unit C, Santa Fe Springs, California 90670. Please check Exhibit A for agents in other registration states.

Our business is operating and granting franchises to let people, like you, operate Yogurtland yogurt stores, which offer yogurt, smoothies, shaved-ice, and other menu items for on-premises consumption and carryout. As of the date of this offering circular, we have not sold franchises outside of California but plan to do so. We started franchising in California as of the date of this offering circular. We have not offered or sold franchises in any other line of business.

In California, for an additional fee we construct turn key Yogurtland stores for franchisees who want this service. We do not currently offer turn key construction services outside California, but may do so in the future. For non-turnkey stores we charge a construction supervising fee and require that you obtain our approval on your selected architect and general contractor. We have no other business activity. We have no predecessors.

Our affiliate, Withim Corporation, opened the first Yogurtland retail store in March, 2006. Withim Corporation is a California corporation formed on August 7, 2003. Withim shares the same address as us. Withim is not in any other business and does not offer or sell franchises in any line of business.

As of December 31, 2006, Withim operated one company owned Yogurtland store of the type you will operate. The address and phone number of the store is listed in Exhibit "J" to this Offering Circular.

We are also affiliated with Boba Loca, Inc., a California corporation formed on May 10, 2001. Boba Loca operates itself and grants BobaLoca restaurant franchises. BobaLoca offers specialized beverages featuring boba, food and other menu items for on-premises consumption, carryout and delivery. Boba Loca restaurants operate under separate marks and logos. You will not obtain any rights to operate a Boba Loca restaurant, unless you enter into a separate agreement with Boba Loca. Similarly, Boba Loca operators will not obtain any rights to operate Yogurtland stores unless they sign an agreement with us. Boba Loca's principal address is the same as ours. Boba Loca started operating Boba Loca restaurants in 2001 and has been offering and selling Boba Loca franchises since March, 2004. As of December 31, 2006, Boba Loca had a total of 23

franchised locations in California, 1 licensed distributor in Hawaii and 1 company owned location. Boba Loca is not in any other business and has not sold franchises in any other line of business.

As a franchisee, you will use our Yogurtland marks to sell yogurt, shaved-ice and smoothies to the general public. Your store is designed to incorporate an upscale yogurt shop look featuring indoor seating or take out services, custom designed interiors, furniture, fixtures, specially designed uniforms and wearing apparel compliment the yogurt shop look. You will use our system including marketing techniques, trade secrets, and recipes.

Specialty yogurt stores are highly competitive. Your general market is any person who likes yogurt. Our concept gives customers a wide selection of yogurt and other menu items.

California and other states and local jurisdictions have laws, rules, regulations, and ordinances which may apply to your store, including those concerning construction, design and maintenance of the store premises; health and sanitation requirements for restaurant, employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; availability and cleanliness of restrooms; employee health and safety; fire safety and emergency preparedness; and use, storage and disposal of waste, insecticides, and other hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area where you are interested in locating your franchise.

ITEM 2. BUSINESS EXPERIENCE

Director, President, Secretary and Treasurer: Phillip Chang

Mr. Chang has been our President, Secretary and Treasurer and our director since we were formed in November, 2006. Mr. Chang has also served as President of Boba Loca, Inc., in Santa Fe Springs, California since it was formed in May 2001. Boba Loca, Inc. is the franchisor of the Bobaloca system which offers specialized beverages featuring boba, food and other menu items for on-premises consumption, carryout and delivery. From 1994 to December, 2001 he owned Prime Computer Consulting, a company that specializes in consulting and setting up business systems including hardware and software, located in Los Angeles.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Offering Circular.

ITEM 4. BANKRUPTCY

No person previously identified in items 1 or 2 of this offering circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item 4.

ITEM 5. INITIAL FRANCHISE FEE

You pay us a non-refundable \$200 deposit with your franchise application. This amount will apply toward the initial franchise fee. See Exhibit D for our franchise application form.

You pay us an Initial Franchise Fee of \$30,000 on signing your Franchise Agreement.

You must also pay a non-refundable training fee of \$5,000, payable no later than one week before training. This fee is for initial training for up to 2 persons (you and your manager). If you want additional persons trained, the fee is \$2,000 per additional person.

You must also pay us a one time fee of \$7,000 before opening to receive our equipment layout and interior design plans for your Yogurtland store and \$5,000 for the POS cash register you will use in your store.

When signing your Franchise Agreement, you also pay us a \$10,000 product purchase deposit. This deposit will be applied to any invoices due to us for products which remain unpaid for more than 30 days. If you fail to make a payment or make a late payment, we can deduct amounts owed to us from this deposit. You must replenish the deposit on demand. If any amount of this deposit remains at the termination or expiration of the Franchise Agreement, the balance will be returned to you.

If you decide not to purchase a turnkey store you must pay us a construction supervising fee. This fee will range from \$5,000 to \$20,000, depending on the amount of supervision required. This fee is due on demand and is non-refundable.

If you purchase a turn-key restaurant, you pay us \$25,000 - \$155,000 for us to coordinate the buildout of your restaurant. (See Item 7).

If you or your initial store manager do not satisfactorily complete our initial training program or if we cannot agree on a location for your franchise, we can terminate your franchise and refund the initial franchise fee paid less all reasonable costs incurred by us in preparing the franchise agreement and all related documents, the grant of the franchise, and other services and efforts provided. However, the total refund will not exceed 50% of the initial franchise fee paid.

We will make the refund to you after you sign documents acceptable to us, including a release, indemnification, and protection of our confidential information, which we may release to you during the training.

You also pay us for proprietary opening inventory products which you must purchase before opening. The cost of these will vary by location, but average approximately \$5,000.

Other than specifically stated above, there are no refunds under other circumstances. We do not currently offer any financing of the initial franchise fee or of any equipment that you must purchase from us.

ITEM 6. OTHER FEES¹

Itemized Fee	Amount	Due Date	Remarks
Royalty ^{3,4}	3% of Gross Sales or \$700 per month, which ever is higher 3.5% of Gross Sales or \$800 per month, which ever is higher, if your royalty payments are received late	Due and payable by the 15 th calendar day after the end of the previous month. Royalties will be increased to 3.5% of Gross Sales or \$800 (which ever if higher), if you pay us after the 15 th of the month.	The monthly royalty fee is uniform and non-refundable.
Marketing Fund Fee ^{3,4}	2% of Gross Sales with minimum of \$500 per month 2.5% of Gross Sales or \$600 per month, which ever is higher, if your advertising fee payments are received late	Due and payable by the 15 th calendar day after the end of the previous month Advertising Fees will be increased to 2.5% of Gross Sales or \$600 (which ever if higher), if you pay us after the 15 th of the month.	The advertising fee is due monthly.
Additional Training	\$200-\$500 per program	Prior to training	You pay this fee to attend our periodic training seminars.
Equipment Layout and Interior Design Fee	\$7,000	Before we provide you sample plans for the store.	One time fee to provide you sample layout plans for the interior of a Yogurtland store.
Product purchases	Varies	On demand.	You pay us for products you buy from us.

Itemized Fee	Amount	Due Date	Remarks
Audit Fee ²	Cost of audit	On demand.	Payable if our audit of you discloses under reporting of royalties or other fees due to us in the amount of 3% or more for any month or longer.
Transfer Fee	\$5,000	Before any assignment, sale or transfer of the franchise	You pay this fee for us to evaluate your proposed transferee or assignee.
Interest	Lesser of 1% per month (12% per year) or maximum rate allowed by law.	On demand	Payable if you fail to pay fees or other amounts when due.
Renewal Fee	\$5,000	Before renewal is effective	You pay this fee to renew your agreement for another term of 5 years.
Deviation from standard	\$1,000 per breach and \$1,000 for each day that the breach continues or occurs.	Each Discovery	If you fail to adhere to our standards, in addition to our other remedies we can charge you these liquidated damages
Insurance	Amount of unpaid premium	On demand and as incurred.	Payable if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Management Fee	10% of Gross Sales	On demand	Payable if we elect to manage your store pending our purchase of assets of your store or if we take over your store because of harm to our marks, system, or danger to public safety.
Liquated Damages	\$1,000 per breach and \$1,000 per day	On demand	Payable if you deviate from our standards and requirements.

Itemized Fee	Amount	Due Date	Remarks
Promotional Materials	Cost to produce materials, including reasonable fees for overhead, shipping, handling and storage charges	When materials are ordered	On your request, we will provide you with promotional materials we prepare. You reimburse us for all expenses associated with these materials.
Product Purchase Deposit	\$10,000	Upon signing the franchise agreement	We have the right to apply the deposit to any invoices which remain due and owing to us for more than 30 days.
Brokerage Fee	Industry standard brokerage fee	On demand	If we assist you in selling your store, you pay us a brokerage fee.

Footnotes:

- (1) All fees are imposed by and are payable to us. All fees are non-refundable.
- (2) "Under reporting" means there were sales not included in your sales report to us.
- (3) "Gross Sales" means all sums or things of value you receive from your Yogurtland store from all sales or other transactions for goods and services whether for cash, check, credit, barter or otherwise. Gross Sales do not include refunds to customers or the amount of any sales taxes separately itemized, collected from customers for payment to a federal, state or local taxing authority and actually paid to that authority.
- (4) If we ask, you must sign such bank authorizations that we request to allow us to debit royalty and advertising fees directly from your bank account or credit card.

ITEM 7. INITIAL INVESTMENT¹

Item	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee ²	\$30,000	Lump Sum	At Signing of Franchise Agreement	Franchisor
Rent & Lease deposit ³	\$3,000 to \$20,000	Lump Sum	Before opening	Landlord
Utility Deposits ⁴	\$200 to \$2,000	Cash	Before Opening	Utility Companies
Leasehold Improvement ⁵	Turn Key: \$25,000 - \$155,000 Non-Turn Key: \$15,000-145,000	Cash	Before Opening	Us if you choose to have us remodel your location (turn key) or third party Contractors if you elect non-turn key improvements
Signs (indoor and outdoor) ⁶	\$2,000 to \$6,500	Cash	Before Opening	Supplier
Equipment & Fixtures ⁷	\$40,000 to \$150,000	Will vary	Will vary	Us and Various Suppliers
POS Cash Register ⁸	\$5,000	Lump Sum	Before Opening	Franchisor
Water Filter System ⁹	\$2,150	As incurred	Initial payment due before opening	Supplier
Operating Inventory ¹⁰	\$4,000 - \$10,000	Cash	Before Opening	Us and Various Suppliers
Business License ¹¹	\$2,000-\$4,000	Cash	Before Opening	Municipality
Training Fee ¹²	\$5,000-\$7,000	Cash	One Week Before Training	Franchisor

Item	Amount	Method of Payment	When Due	To Whom Paid
Travel and Living Expenses While Training ¹³	\$1,000-\$5,000	Cash	Before Opening	Airline, hotel, restaurant
Insurance ¹⁴	\$2,000 - \$5,000	Cash	Before Opening	Insurance Co.
Opening Advertising ¹⁵	\$6,000	Cash	Before Opening	Various Advertising Vendors
Professional Advisor ¹⁶	\$1,000 - \$2,000	Cash	As Needed	Will Vary
Product Purchase Deposit ¹⁷	\$10,000	Cash	At Signing of Franchise Agreement	Franchisor
Construction Supervising Fee ¹⁸ (Non-turn key only)	\$5,000 - \$20,000	Cash	On Demand	Franchisor
Additional Funds ¹⁹	\$10,000 - \$25,000	Cash	As Needed	Various
TOTAL (turn key) ^{20, 21}	\$148,350 - \$444,650	Cash	On Demand	Franchisor
TOTAL (Non turn key) ^{22, 23}	\$143,350 - \$454,650			

(1) This table provides estimates to open a Yogurtland store. This table estimates your initial investment from the period before your center opens for business, until about 3 months of operations. We used our experience in operating our Yogurtland store to make these estimates. These are only estimates. The sources of funds listed above are amounts to be supplied from your own funds. No allowance has been made for inflation or debt service or interest payment on borrowed money but you should consider these. Unless specifically noted, none of the initial investment expenses listed in the table is refundable.

(2) You pay an initial fee of \$30,000. When you submit a franchise application you pay \$200. You pay the initial fee in a lump sum on signing the Franchise

Agreement. We will apply the deposit paid toward the initial fee. This initial fee is uniform to all new franchisees. We do not currently offer financing of the initial franchise fee or of any equipment that you must purchase from us. If you or your initial store manager do not satisfactorily complete our initial training program or if we cannot agree on a location for your franchise, we can terminate your franchise and refund the initial franchise fee paid less all reasonable costs incurred by us in preparing the franchise agreement and all related documents, the grant of the franchise, and other services and efforts provided. However, the total refund will not exceed 50% of the initial franchise fee paid. There are no other refunds. See Item 5.

(3) Estimated cost for rent payments to the owner of the facility where your franchise is located. This estimate assumes rent for approximately 3 months, security deposit and last month rent. Your actual rent may vary significantly. Rent expenses for your facility may vary, based on location, square footage, age and condition of the structure, lease arrangements and other factors. The typical Yogurtland store will be approximately 1,000 to 1,500 square feet. The high estimate assumes your store is in a high traffic area such as on the Las Vegas Strip or in the Kodak Theatre complex in Hollywood.

(4) Utility companies may require you to place a deposit before installing telephone, gas, water, electricity and other utility services. This deposit may be refundable in accordance with agreements made with utility companies.

(5) Leasehold Improvement refers to estimated labor cost for construction of tenant improvement for a new Yogurtland store. The cost of construction and leasehold improvements depends on the size and condition of the premises, the local cost of contract, work and layout and location of the store. The range for a store is the cost of reasonable renovation or leasehold improvements, and may be less if the lessor provides you a construction allowance. This estimate also includes our \$7,000 fee for providing equipment and interior design plans to you for a Yogurtland store. The estimate for turn key improvements is if you ask us to help coordinate and remodel your selected location to a Yogurtland store. The estimate for non-turn key improvements is if you elect to retain a third party provider to coordinate and remodel the store to our specifications.

(6) Estimated cost for signage at your location. The low estimate assumes minimal use of fixed signage. The high estimate assumes extensive use of fixed and temporary signage.

(7) Equipment you must purchase includes show case, refrigerator, ice shaver, ice maker, freezer, locker, blender, cup seal machine, clock, and point of sale cash register. Additional items may be necessary. Furniture you must purchase includes tables, chairs, lighting, and wall decorations, to be used in the customer area of the store. Fixtures you must purchase and install include sinks, ice bins, prep-sinks and sink guards. The cost of this equipment and fixtures will depend on financing terms available, the size of the facility, brands purchased and other factors. All equipments, furniture, fixtures and similar items must be purchased from us or our designated suppliers.

- (8) You must purchase a POS cash register from us for \$5,000.
- (9) You must purchase a water filtration system at a cost of \$2,000. You must also purchase a maintenance contract with an approved vendor at a cost of approximately \$50 per month for a total initial investment of approximately \$2,150 for the first 3 months of operations.
- (10) Estimated cost for opening inventory to operate your store.
- (11) Estimated costs for a business license, health department license and food management license. The amount of license fees varies by jurisdiction. These licenses and permits typically must be obtained from the City, County and/or State.
- (12) The training fee charge is to train you and your manager at our office, our store location, the franchised location or other location we designate. This fee includes written materials. We charge \$2,000 per person for each additional person to be trained. The low estimate assumes we train 1 or 2 persons. The high estimate assumes we train 3 persons.
- (13) You must arrange and pay for yourself and your manager to attend our training program including, transportation, lodging, meals and wages. The amount expended will depend, in part, on the distance you must travel and the type of accommodations you choose.
- (14) Estimated one year premium for required insurance. Insurance premiums may vary based on sales. You must obtain general liability coverage including contractual liability and advertising injury coverage of at least \$1,000,000 aggregate naming us as additional insureds and with not more than \$10,000 deductible or self insurance; fire and casualty insurance on the store and your property; business interruption insurance; and worker's compensation, employer's liability, unemployment and state disability insurance as required by law. We have the right from time to time to revise coverages and coverage amounts you must obtain and maintain.
- (15) Before opening, you must conduct grand opening advertising. You must spend at least \$2,000/month advertising for 6 months after opening your store, for a total of \$12,000. Therefore, in the first 3 months, you must spend \$6,000.
- (16) Estimated charges for you to consult with independent professional advisors like a lawyer and CPA. We urge you to consult with an experienced accountant or financial advisor to develop a business plan and financial projections for your operation.
- (17) You pay us a \$10,000 deposit on signing the Franchise Agreement. This deposit will be applied to any invoices due to us for products which remain unpaid for more than 30 days. If you fail to make a payment or make a late payment, we can deduct amounts owed to us from this deposit. You must replenish the deposit on demand. If any amount of this deposit remains at the termination or expiration of the Franchise Agreement, the balance will be returned to you.

(18) If you do not decide to purchase a turnkey store you must pay us a construction supervising fee. This fee will range from \$5,000 to \$20,000, depending on the amount of supervision and assistance required. This fee is due on demand and is non-refundable. The lower estimate is for minimal construction supervision. The higher estimate is for more significant on-site construction supervision.

(19) Additional Funds are the minimum recommended levels to cover operating expenses, including employee's salaries for three (3) months. These figures include estimated payroll costs. We do not include the salary for the store manager, on the assumption that you will manage the store. Additional working capital may be needed if sales are low or fixed costs are high.

(20) You may not achieve the low estimate of zero in any category where zero is indicated.

(21) There could be other factors not listed that may affect your initial investment. If your expenses exceed the high amounts in one or more categories your total investment could exceed the high estimate. We prepared these estimates based on our experience. These estimates do not provide for costs of financing. You should not plan to draw income from the operation during the start-up and development stage of your business, which could be longer than the three months covered by the table. You should have additional funds available, whether in cash or through a bank line of credit, or other assets which you may liquidate or against which you may borrow, to cover other expenses and other operating losses during your start-up and development stage, or beyond.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We consider the reputation, good will, high standards, and uniformity of Yogurtland stores to be important to our success. Accordingly, there are products you must purchase from us and our designated suppliers in accordance with our specifications and guidelines. All equipment, fixtures, suppliers, inventory, and signs for use or sale in your store must meet our specifications. (Franchise Agmt. §§ 8.11, 9.5)

You must purchase all food ingredients, materials and equipment from us or third party sources we designate or approve. (Franchise Agmt. §§ 8.11). We may be the sole authorized source for various items including, juice concentrate, drink mix powder, yogurt, liquid sugar, sugar, cups, napkins, straws and syrup flavors. We can require you to purchase and use specific brand items in operating your store. We will lend you a Confidential Business Operations Manual which will contain specifications and parameters developed by us and which you must strictly follow. (Franchise Agmt. §§ 4.5, 8.1, 8.22)

The recipes, formulations, and specifications of all Yogurtland Products are trade secrets belonging exclusively to us. You must purchase all juices, yogurt, drink base mixes, powders and all other items for the preparation of Yogurtland products from us or our designated supplier as specified in the confidential operation manual. (Franchise

Agmt. § 8.11, 8.22) In addition you must purchase all soft goods, such as napkins, paper cups, boxes, and other items, which are part of the Yogurtland system and which utilize our trademarks from our designated suppliers or us. We will supply you with our list of suggested and preferred suppliers, which may be updated. (Franchise Agmt. § 8.11)

We are the sole provider of ingredients for our Yogurtland products. Other supplies are provided by approved suppliers. Purchases of unapproved products or from unapproved vendors in violation of the franchise agreement will entitle us, among other things, to terminate your franchise agreement. We will try to negotiate favorable pricing arrangements with our suppliers for your benefit.

We may designate an affiliated entity as an approved supplier of items for the operation of the franchised business including products, materials, services, supplies, equipment and facilities.

If you want to offer something we haven't approved, or buy from a supplier we haven't approved, you must tell us in writing and provide us samples and other information we need to evaluate the product and supplier. We can require you to provide us information on the history and credit rating of the proposed supplier, description of items you want to purchase from the proposed supplier, information relevant to the proposed supplier's ability to satisfy our standards, ability to provide reliable service, references, and other information that we may request or designate from time to time. You must arrange for the proposed supplier to cooperate in testing or analyzing the supplier's products at your or the supplier's expense, to enable us to determine if the supplier and proposed items to be purchased are of satisfactory quality, reliability and other characteristics. We will try to notify you in writing of our decision regarding the proposed supplier and the reasons for any disapproval, all within 10 business days after our receipt of all information that we deem necessary to make our decision. (Franchise Agmt. § 8.12)

We are entitled to the benefit of all discounts, volume rebates, administration fees, commissions, advertising allowances or other advantages which we may obtain from any person supplying products or services to you or to other franchisees. (Franchise Agmt. § 8.11). We do not currently have any arrangements to derive revenue from your purchases or leases from third parties. We could make such arrangements in the future. There aren't any purchasing or distribution cooperatives.

We derive revenue from your purchases from us. The revenue equals the amount we charge you. We anticipate your purchases from us will be 10-20% or more of the purchases you will make to start the business; and nearly 25% or more of the purchases you will make on an ongoing basis to operate the business. In the year ending December, 2006 we did not derive any revenue from required franchisee purchases since we only started franchising in 2007.

As we assess consumer preferences and trends in the marketplace and develop new marketing techniques, products, and services, we anticipate that we will formulate and modify our standards and specifications and our approved suppliers and we will

notify you of these developments through amendments to our confidential operations manual, newsletters, or other bulletins. (Franchise Agmt. §§ 4.4, 4.5)

All Yogurtland stores must meet the construction and appearance as well as equipment standards in our then-current manual or written directive, however, you are not required to have construction services performed by any specific entity. (Franchise Agmt. § 9.6).

ITEM 9. FRANCHISEE'S OBLIGATION

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

Obligation	Section in Agreement	Item in Offering Circular
a. Site selection and acquisition/lease	Franchise Agmt. Sections 9.1, 9.2, 9.3, 9.6, Sublease see all sections	Item 11, 17
b. Pre-opening purchases/leases	Franchise Agmt. Sections 8.8, 8.11, 9.5, 8.22	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Franchise Agmt. Sections 1.2, 7.6, 8.8, 8.14, 8.16, 8.19, 8.21, 9.2, 9.6 Sublease see all sections	Items 7 and 11, 17
d. Initial and on going training	Franchise Agmt. Section 5	Items 6, 7 and 11
e. Opening	No specific deadline	Items 11
f. Fees	Franchise Agmt. Sections 5.7, 5.8, 6.1, 7, 8.16, 9.6, 10.3, 10.9(c), 12.3	Items 5, 6, 7, 11
g. Compliance with standards and policies/ Operating Manual	Franchise Agmt. Sections 1.3, 4, 8.1-8.16, 8.17-8.25,	Items 8 and 11

	9.2, 9.6, 10	
h. Trademarks and proprietary information	Franchise Agmt. Sections 1.3, 1.4, 3	Items 13 and 14
i. Restriction on Products/ Services offered	Franchise Agmt. Sections 6.5, 8.1, 8.3, 8.6, 8.11, 8.12, 8.14, 8.23, 8.25, 9.5.	Items 16
j. Warranty and customers service requirement	Franchise Agmt. Section 8.7, 8.15	Items 11
k. Territorial development and sales quotas	Franchise Agmt. Section 2	Item 12
l. On-going products/ service purchases	Franchise Agmt. Sections 8.1, 8.2, 8.8, 8.11 8.12, 8.22, 8.23, 10.3	Items 8
m. Maintenance, appearance and remodeling requirements	Franchise Agmt. Sections 4.5, 8.3, 8.6, 8.17, 8.18, 9.2, 10.4	Items 11
n. Insurance	Franchise Agmt. Sections 8.16	Items 7
o. Advertising	Franchise Agmt. Sections 6, 6.1- 6.3, 7.5-7.7, 8.3,	Items 6, 11
p. Indemnification	Franchise Agmt. Sections 8.16(B), 13.1 Sublease Section 11	Items 6
q. Owner's Participation/ Management/ staffing	Franchise Agmt. Sections 8.2-8.4	Items 11 and 15
r. Records/ Reports	Franchise Agmt. Sections 8.9, 8.10	Item 6

s. Inspections/ Audits	Franchise Agmt. Sections 7.12-7.13	Items 6 and 11
t. Transfer	Franchise Agmt. Sections 7.9, 12 Sublease Section 8	Item 17
u. Renewal	Franchise Agmt. Sections 7.10, 10.2-10.3	Item 17
v. Post-termination Obligations	Franchise Agmt. Section 10.7 Sublease Section 9	Item 17
w. Non-competition covenants	Franchise Agmt. Sections 11.4 Guaranty Paragraph 3	Item 17
x. Dispute Resolution	Franchise Agmt. Section 22.4-22.6	Item 17
y. Non-Competition and Non-Disclosure requirements for your managers	Franchise Agmt. Sections 11.2, 11.6 Non-Compet. & Non-Discl. Agmt. Section 1-8	Item 17

ITEM 10. FINANCING

We do not offer any direct or indirect financing or guarantee your note, lease or obligation.

If you are a corporation, partnership, or limited liability company, the respective shareholders, officers, partners and members, must personally guarantee your obligations under the Franchise Agreement.

ITEM 11. FRANCHISOR'S OBLIGATION

Except as disclosed below, we need not provide any other assistance to you.

Before you open your business, we will:

1. Assist you to obtain information and approve your location within your designated territory. When you sign your Franchise Agreement, if we have not already approved a site for your proposed store, we will approve a general area, where you can search for a location. You alone are responsible to locate and evaluate prospective sites for a store within a general area we designate. You may not open a location that we do not approve. We will approve or disapprove your proposed site within 2 weeks from your request for approval. In evaluating the site, we may consider many factors such as size, appearance and other physical characteristics of the premises, and demographic characteristics, traffic patterns, competition from other businesses in the area and other commercial characteristics. Our approval of a particular site is not a recommendation or guarantee as to suitability of the proposed site for a Yogurtland store. We are not responsible for the success of your store and we do not guarantee that a site approved by us will meet your expectations as to potential revenue or operational criteria. If we cannot agree on a location for your franchise, you or we can terminate your franchise. In that event, we will refund the initial franchise fee paid less all reasonable costs incurred by us in preparing the franchise agreement and all related documents, the grant of the franchise, and other services and efforts provided. However, the total refund will not exceed 50% of the initial franchise fee paid. (Franchise Agmt. § 9.1)

2. Provide you with standardized recommended floor plans, equipment layout and interior design plans for a fee of \$7,000. We also provide you information regarding sources and requirements for signage, equipment, fixtures, furnishings, improvements, supplies, and other products for the operation of a typical Yogurtland store. (Franchise Agmt. §§ 9.5, 9.6).

If you purchase a turnkey store from us, we will construct and develop the store, sublease the location to you and provide you with a developed store. (Franchise Agmt. § 9.3).

If you purchase a non-turnkey store, we will provide assistance and supervision to your selected architect and contractor to ensure compliance with our layout and design requirements. We charge a fee for this service in the amounts stated in Item 5. (Franchise Agmt. § 8.13).

3. Loan you one set of the Confidential Business Operation Manual for your store. (Franchise Agmt. §4.1). The table of contents of our Confidential Business Operation Manual is Exhibit I. You must keep the contents confidential. We may add to, delete, supplement or otherwise modify the contents of the Manual. You must promptly insert any revised pages or other forms of supplements into the loaned copy of the Manual. In any dispute about the contents of the Manual, our master copy will control. You must

operate the store in compliance with all the contents of the Manual. (Franchise Agmt. §§ 4.1- 4.5).

4. Provide an initial training period of 5 business days of hands-on training at a Yogurtland location of our choice for up to 2 persons. (Franchise Agmt. § 5.2). We anticipate training to take place at our store in Fullerton, California. You and your manager must successfully complete the initial training program to our satisfaction before starting operations. The 5 day pre-opening training program outline is as follows:

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Orientation, corporate operations, store management, operations, introduction to restaurant equipment, product development, and marketing	Day 1	Operating Manual	4	0	Yogurtland Staff / certified trainer
Management and operations, personnel, store front training, inventory control, customer service Maintenance	Day 1	Operating Manual	4	0	Yogurtland Staff / certified trainer
Introduction to the store front environment, equipment operations, food preparation process, counter top operation, kitchen operation	Day 2	Operating Manual	0	4	Yogurtland Staff / certified trainer
Front counter operation introduction	Day 2	Operating Manual	0	4	Yogurtland Staff / certified trainer
Front counter operation (part 1)	Day 3	Operating Manual	0	4	Yogurtland Staff / certified trainer
Front counter operation (part 2)	Day 3	Operating Manual	0	4	Yogurtland Staff / certified trainer

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Kitchen operation introduction	Day 4	Operating Manual	0	4	Yogurtland Staff / certified trainer
Kitchen operation (Part 1)	Day 4	Operating Manual	0	4	Yogurtland Staff / certified trainer
Kitchen operation (Part 2)	Day 5	Operating Manual	0	4	Yogurtland Staff / certified trainer
Other	Day 5	NA	0	4	Yogurtland Staff / certified trainer
TOTALS			8 hours	32 hours	

* If you need additional training in any particular area, we will try to provide the requested training to you. You are responsible for all charges associated with the additional training. (Franchise Agmt. § 5.5).

Our instructors (Phillip Chang and Jennifer Son) are all experienced operational officers and/or trainers with a combined 9 years of experience in the restaurant industry. We may refine and modify the training course and materials as necessary. Training is conducted as needed, but usually on a monthly basis. You must pay for your and your staff's meals, travel, lodging and other expenses while training.

5. Provide you on site opening assistance for up to 5 days. (Franchise Agmt. § 9.4).

6. We may periodically offer additional training programs to you covering various subjects, such as new products, procedures, marketing, customer services, bookkeeping, and other aspects of business operations that we believe are beneficial. We may charge you our current rates per program to cover our costs and administrative overhead. These programs may last from one-half day to a full day. (Franchise Agmt. §§ 5.5 - 5.7)

During the operation of the franchised business, we will:

1. Provide you information about sources and requirements of products and services that you are not required to obtain from us. (Franchise Agmt. §§ 8.1, 8.11)

2. Furnish you guidance and operating assistance, at your reasonable request and our discretion, about (1) methods, standards, specifications, and general operating procedures utilized by Yogurtland stores, (2) approved equipment, fixtures, furnishings, signs, products, and supplies, and (3) developing local advertising and promotional programs. We may furnish this guidance in our Operation Manual, bulletins and other written materials, telephone consultation, and electronic computer messages. (Franchise Agmt. §§ 5.5, 5.6, 9.5)

3. Inspect your store, as we deem necessary. (Franchise Agmt. § 7.12)

4. Provide training for new store managers and additional training you request. If you ask and we agree to provide additional training, you must pay our rates for each of such additional training or assistance. (Franchise Agmt. § 5.6)

5. Provide suggested pricing to you. (Franchise Agmt. § 8.24)

6. Advertising.

A. Marketing Fund

You will contribute the greater of 2% of your gross sales or \$500 per month to the Marketing Fund. The Marketing Fund will be used to promote the Yogurtland system and products. We have the right from time to time to modify the percentage of gross sales that you must contribute, provided that we will not establish a contribution rate greater than 5% of your gross sales. (Franchise Agmt. §§ 6.1, 7.5). If you are late in your marketing fund payments, you will contribute the greater of 2.5% of your gross sales or \$600 per month to the Marketing Fund. See Item 6.

The Marketing Fund will be used for advertising, marketing, public relations and related purposes that we deem appropriate. The Marketing Fund may be used to pay costs of marketing surveys and research; employing public relations firms; developing and maintaining Internet website communications; preparing and producing video, audio and written marketing materials; buying Internet, TV, radio, magazine, billboard, newspaper and other media advertising; employing advertising agencies; providing or selling marketing materials to Yogurtland stores; holding conventions and meetings for personnel of Yogurtland stores; and paying costs to account for and report on contributions, expenditures and related activities of the Marketing Fund. (Franchise Agmt. § 6.1(B))

We may cause the Marketing Fund to develop and market promotional items from time to time. If so, then those items will be made available to you at our cost which may include reasonable allocations for overhead. You must maintain a representative inventory of promotional items in accordance with our requirements. (Franchise Agmt. § 6.1(C))

The Marketing Fund may develop programs that include special offers and discount coupons. You must honor all special offers and discount coupons. We have no obligation to reimburse you for any cost or discount related to acceptance of coupons or special offers. Your contributions to the Marketing Fund are non-refundable. (Franchise Agmt. § 6.1(D))

For each Yogurtland store we operate, we will contribute to the Marketing Fund on substantially the same basis as we require of you. Recognizing there may be different contribution levels or formulas for different franchisees, our contributions are not required to be the same amounts or formula as you contribute. (Franchise Agmt. § 6.1(F)).

We have the right, but are not obligated, to collect and contribute to the Marketing Fund any advertising or other rebates from suppliers or others we receive. (Franchise Agmt. § 6.1(G))

We can but are not required to keep contributions to the Marketing Fund in accounts separate from our other funds. The Marketing Fund will not be used to defray our general operating expenses, except for administrative costs and overhead reasonably allocable to administering the Marketing Fund. (Franchise Agmt. § 6.1(H))

We will oversee all programs financed by the Marketing Fund in our sole discretion including the creative concepts, materials, timing, placement, allocation, scope of advertising (local, regional or national) and other aspects. If we hire personnel, establish a department, or establish a separate entity for advertising and promotion, then we can use the Marketing Fund to pay for that. We are not obligated to cause Marketing Fund expenditures to benefit you equivalently or proportionately to your contributions, or at all, or to ensure that you or any one or more particular franchisees benefit directly or pro rata from uses of the Marketing Fund. (Franchise Agmt. § 6.1(I))

We can spend in any fiscal year, more or less than the amount of contributions to the Marketing Fund made in that year. However, funds not spent in a fiscal year when contributed may be applied and used for Marketing Fund expenses in other years, which could also include payment of expenses from prior years. The Marketing Fund may borrow from us or others to finance operations and to cover deficits. (Franchise Agmt. § 6.1(J)) We have no present plans to use the Marketing Fund for solicitation of franchisees.

We or our designee will prepare an accounting of Marketing Fund expenditures annually and make it available to you on written request. We can arrange an audit of Marketing Fund expenditures, by an independent accountant we choose, and prepare it at the expense of the Marketing Fund. (Franchise Agmt. § 6.1(K))

In the year ending December, 2006, we did not have Yogurtland franchises. Accordingly, none of the fund was spent on production, media placement or administrative expenses.

We can terminate or suspend operation of the Marketing Fund at any time. We can restart the Marketing Fund after termination or suspension. (Franchise Agmt. § 6.1(L))

B. Local and Grand Opening Advertising

You must spend the greater of 2% of your Gross Sales (as defined in the franchise agreement) each month or \$500 on local advertising. You must submit proposed advertising to us and use the materials only after you get our consent. We can restrict where you advertise. Your advertising must include trademark, copyright and independent ownership notices that we request. You must provide us written verification of your advertising expenditures as we require. (Fran. Agmt. §§ 6.3, 7.6)

You must also spend at least \$2,000 a month on grand opening advertising for the first 6 months to advertise the opening of your store. (Fran. Agmt. § 7.6).

On request, we may provide you copies of advertising, marketing and promotion formats and materials that we prepared and that we consider suitable for use at local Yogurtland stores. We may charge you our cost to produce these materials, including reasonable allocation of overhead and any shipping, handling and storage charges, payable when the materials are ordered. These payments are not refundable. (Fran. Agmt. §6.5)

C. Cooperative Advertising

If we establish geographic areas of local or regional cooperative advertising, we can require you to become an active member and contribute those sums determined by a majority vote of the cooperative members but in no event less than two percent (2%) and no event more than five percent (5%) of your monthly Gross Sales. Contributions to a cooperative established by us will apply as a credit against the amounts you must spend for local advertising. (Fran. Agmt. § 7.7).

POS System

Before opening you must purchase POS cash registers. (Fran. Agmt. § 8.14). Our current POS system is manufactured by NEXT POS Corporation and uses touch screen monitors. NEXT POS Corporation is located at 14685 Mono Way, Sonoma, CA 95370. Their support phone number is 1-209-533-3711. We have used NEXT POS's systems since March, 2006.

We will have direct access to your registers and be able to download data on sales from your store and other information logged by the registers when we want. There is no limit on our right to access this information.

We will designate an authorized repair center for your registers. You are

responsible for all costs incurred to repair broken registers and to upgrade your POS system with new software or hardware when we request. There is no limit on how often we can ask you to do so.

Starting Operation.

The agreement does not require you to start operating your store within any specified date after signing the franchise agreement. Franchisees typically open their stores 3 to 9 months after signing the franchise agreement. The factors that affect this time are the ability to obtain a lease, financing, building permits, zoning and local ordinances, weather conditions and delayed installation of equipment and fixtures.

ITEM 12. TERRITORY

We grant you a franchise to use our trademarks for a single store at a specific location. You may only operate your store at a location we approve. You may not operate your store at any other site without our prior written consent. If you have not selected a particular site for your store when you sign the franchise agreement, we will designate a general geographic area specifying the area within which you may seek a location for your store. You may not offer for sale or sell products or services or any material, supplies, or inventory bearing the trademarks at any site other than your store without our prior written consent. (Fran. Agmt. § 1.1, 1.2).

You may not relocate your store without first obtaining our prior written consent, which may be conditioned on: (i) the new location meeting our then-current criteria for new locations; (ii) we are satisfied that the proposed relocation will not have an adverse competitive impact on the Yogurtland system; (iii) you are current on all obligations to us; (iv) you sign a general release of all claims; and (v) our right to elect whether your exclusive territory will be retained as the radius from your original location or modified to be a new radius from the new location. (Fran. Agmt. § 1.2)

For non-mall locations, we grant you an "Exclusive Territory". We will not operate or grant franchises to others to operate Yogurtland stores within your territory. The Exclusive Territory will be an area roughly approximating one driving mile more or less, from your store. (Fran. Agmt. § 2.1).

Your Exclusive Territory also does not include any Shopping Mall whether or not located within the territory granted to you. We can establish and grant franchises to others to establish Yogurtland stores in Shopping Malls without geographic restriction. A "Shopping Mall" means any retail shopping center containing two or more anchor retail department stores. Current examples of anchor retail department stores include Sears, Macy's, JCPenny, Mervyn's, Nordstrom, Neiman Marcus, Bloomingdales, Saks Fifth Avenue, Dillard's, K-Mart, Kohls, Ross Stores, Best Buy, Circuit City, Wal-Mart, Home Depot, Orchard Supply & Hardware, Office Max, Office Depot, 99 Cents Only Stores, or other similarly large retail stores. We determine the nature of stores comprising anchor retail department stores. (Fran. Agmt. § 2.2).

If your store is located in a Shopping Mall, you will not have any territorial exclusivity, except we will not operate or grant franchises to others to operate Yogurtland stores within the same Shopping Mall where your store is located. (Fran. Agmt. § 2.1).

There is no restriction on your ability to solicit customers from outside your territory or on us or other franchisees from soliciting customers inside your territory. You do not obtain any rights of first refusal to acquire additional Yogurtland franchises within your territory or in any other territory. There is no minimum sales quota for you to maintain your territory.

We and our affiliates retain the right to do the following: (1) operate, sell, franchise and license others to operate and sell Yogurtland products and other items and services under the trademarks and other trademarks and service marks through Yogurtland stores located anywhere outside your protected territory; (2) sell, market, distribute and license others to sell, market and distribute pre-packaged products identified as Yogurtland or by any other brand names, whether or not such brands are authorized for your use as well as other products or services under our marks through different channels of commerce such as super markets, wholesale markets and convenience stores, even within your territory. These activities may compete with you. (Fran. Agmt. § 2.2).

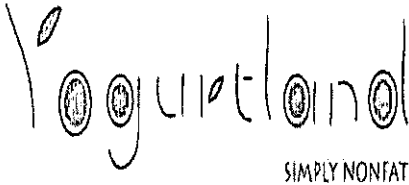
We are affiliated with Boba Loca, Inc. which operates Bobaloca restaurants and offers and sells BobaLoca franchises. Bobaloca restaurants offer specialized beverages featuring boba, food and other menu items for on-premises consumption, carryout and delivery. Some product lines of Bobaloca restaurants and Yogurtland stores may overlap, such as smoothies and shaved ice drinks. However, because Yogurtland stores focus on frozen yogurt and Boba Loca restaurants on smoothies and other specialized drinks featuring boba, there is no major overlap. Boba Loca and its franchisees have the right to solicit customers inside your territory and you have the right to solicit customers from inside the territories of Boba Loca restaurants. Because the Boba Loca and Yogurtland systems are materially different, we do not anticipate conflicts between franchisees of one system with those of the other. If there are, we will coordinate with Boba Loca and do what we think is appropriate. We currently share the same office space as Boba Loca. However, training for each system takes place at different facilities.

ITEM 13. TRADEMARKS

We let you use our trademark "Yogurtland." The following trademark is registered on the Principal Register in the U.S. Trademark Office:

Trademark	Reg. No.	Reg. Date	Goods/ Services
YOGURTLAND	3,170,144	November 7, 2006	Retail stores featuring self serve frozen yogurt and frozen yogurt toppings.

We also have a pending application to register the following Yogurtland logo on the Principal Register of the U.S. Trademark Office:

Trademark	Serial. No.	Filing Date	Goods/ Services
	77/100,806	February 6, 2007	Retail stores featuring frozen yogurt and frozen yogurt toppings; and franchise services, namely, offering technical and business management assistance in the establishment and operation of retail stores featuring frozen yogurt

By not having a Principal Register federal registration for our logo, we do not have certain presumptive legal rights granted by a registration.

No decision of any court or government agency limits our right to use or license the use of the Yogurtland trademark. There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of any state or any other government agency or court concerning our marks nor are there any pending infringement, opposition or cancellation proceedings or pending material litigation involving our marks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our trademarks in a manner material to the franchise. We are not aware of any superior prior rights or infringing uses that could materially affect your use of our marks.

You may not use any of our trademarks in any corporate or entity name but may identify your business as the fictitious business name of your store in a format as the law permits and we designate from time to time, such as "Yogurtland" of [geographic designation]. You must file all fictitious name affidavits required by law in the state and county where you are located.

If you used our trademarks according to the Franchise Agreement, we have the right, but not the obligation, to protect you against claims of infringement or unfair competition arising out of your use of the Trademarks. You must notify us of all infringements of the marks, which come to your attention. We have sole discretion in deciding what action if any should be taken and have the sole right to control any litigation or administrative proceedings. If we choose to defend you, you must fully cooperate with us in such a defense. If we do so, we will pay for the cost of such defense unless you elect to proceed through counsel of your own choosing.

We may prosecute or defend any infringement or unfair competition involving our marks or any other actions or proceedings which we deem necessary or desirable to protect our trademarks. You must not contest our right, title or interest in the marks.

If we modify or stop use of any of our Trademarks, you must also modify or stop their use. You bear the expenses to make these changes. We have no obligation to reimburse you for any expense resulting from such changes.

On termination or expiration of the franchise agreement, your right to use our marks end. Thereafter you must not identify yourself as a Yogurtland franchisee or publicly identify yourself, or any business entity you are then associated with, as a former Yogurtland franchisee, or use any of our confidential information or trade secrets.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own patents that are material to the franchised business. We claim copyrights in our confidential Operations Manual, construction plans, advertisements and promotional material, and in other written materials we provide to you. However, none of these is registered in the U.S. Copyright Office. You will also learn information that we consider trade secrets. This includes operating procedures and contents of training, and information on how we operate. The Franchise Agreement requires you to keep all of this confidential. The manuals and other materials we provide to you are only for use in the operation of your licensed store. The Franchise Agreement grants you the right to use the material for the term of the franchise and obligates you to operate the store in accordance with the format and operating system set forth in the manuals. You may not divulge any trade secrets or reproduce or exhibit any portion of the manuals or other materials to any person other than to your employees and then only to the extent necessary to operate your store in accordance with the Franchise Agreement.

There are no current determinations of the Copyright Office or any court regarding our claimed copyrights. There are no agreements limiting our use of our copyrights. There is no specific requirement in the franchise agreement requiring us to protect our copyrights or to defend and indemnify you for claims of copyright infringement. However, if you used our copyright materials pursuant to the terms of the Franchise Agreement and Operations Manual, we may, as a matter of policy, elect to do so. We are not required to compensate you if you are required to stop using any of our copyrighted or trade secret materials.

On termination or expiration of your Franchise Agreement, you must immediately return to us your manuals and all other materials containing our trade secrets and confidential information.

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

You or your manager must devote best efforts and dedicate a minimum of 30 hours per week to on site management of your franchised business. If you are a corporation, partnership, or other entity you must designate an individual we can rely on for the personal and direct onsite management of the franchised business. The manager need not have an ownership interest in you. You and the manager must complete all phases of our training program to our satisfaction and participate in all other activities we require to open your store. All replacement managers must satisfactorily complete our training program.

You must operate your store continuously during the hours we specify. We may require you to open your store for business as early as 7 A.M. and stay open until as late as midnight, and remain open 7 days per week, up to 365 days per year (366 days in a leap year).

If you are an entity, each owner of the entity must sign a Guaranty agreement (see Exhibit G) personally guaranteeing the franchisee's obligations under the franchise agreement.

Each of your managers must sign a confidentiality agreement in our favor and agree to not-compete with us. See Exhibit F.

ITEM 16. RESTRICTION ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale only the goods we designate and which comply with our standards for kind and quality pursuant to our operation manual or as otherwise we designate in writing. The restrictions on what you are permitted to sell may change, and you must comply with these changes on reasonable notice to you. You must offer all products we authorize you to sell. However, we are not obligated to authorize you to sell all available Yogurtland Products that we may have.

Without our prior written consent, you may not offer or sell any Yogurtland Products or services at any site other than your licensed store. You may only sell finished Yogurtland Products that have been approved for sale at your licensed store and only to retail customers. You may not sell any Yogurtland products, whether finished or unfinished, to any person or entity for resale. In addition, you may not use your licensed store for any purpose other than operation of the Yogurtland store. You may not install or operate in your store any public telephone, jukebox, vending machine, lottery ticket terminal, video game or any other game or machine without our written approval. If you sell products, services, or items that we have not approved, we may require you to remove the unapproved products, services or items.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table list important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this offering circular.

Provision	Section in Franchise Agreement	Summary
a. Term of the Franchise Agreement	Sec. 10.1	5 years
b. Renewal or extension of the term	Sec. 10.2	You may renew for 3 additional periods of 5

		years each, if you meet all conditions.
c. Requirements to renew or extend	Sec. 10.3	To renew for an additional term you must: comply with your agreement throughout the term of your franchise and at the end of the term; deliver written notice of your desire to renew at least ninety (90) days but no more than one hundred fifty (120) days before expiration of the current term; pay a renewal fee; sign our then current Franchise Agreement modified as needed to provide for the remaining number of renewal terms available to you; sign a general release; remodel, redecorate, renovate and upgrade the store to meet our then current standards; be current on all amounts due to us and our affiliates.
d. Termination by you	Sec. 10.4	You may terminate: (a) with our written consent, which we have no obligation to provide; (b) if we materially breach the agreement and fail to cure the breach, after providing us written notice and an opportunity to cure.
e. Termination by us without cause	N/A	We cannot terminate without cause.
f. Termination by us with cause	Sec. 10.5	We may terminate if you default on any of your obligations.
g. "Cause" defined-curable defaults	Sec. 10.5	You have 30 days to cure most defaults. Defaults not listed in box H below are probably curable.
h. "Cause" defined- defaults which cannot be cured	Sec. 10.6	Involuntary lien in the amount of \$1,000 or more on any of your assets or property, which is not removed within 15 days; conduct that materially and adversely affects the goodwill or reputation of the Yogurtland brand; any assignment, transfer, or sublicense of your agreement without our consent; you become insolvent, make an assignment for the benefit of creditors; inability to pay obligations,

		<p>bankruptcy composition, adjustment, liquidation, dissolution or similar relief, a receiver is appointed for substantial part of your assets or the store, or a final judgment or involuntary lien remains on the record, unsatisfied for sixty (60) days or longer; abandonment; mutual agreement to terminate the agreement; you make material misrepresentations relating to the acquisition or operation of the business; you engage in conduct which reflects materially and unfavorably on the Marks, or on the operation or reputation of the Store or Yogurtland system; failure to comply with any federal, state or local law or regulation for 10 days after notice of non-compliance; default after cure of breach, recurrence of any breach, failure or default, whether or not the conduct, noncompliance or recurrence is corrected after notice; failure on three separate occasions within a six (6) month period to comply with one or more requirements of the Agreement; Store is seized, taken over or foreclosed; conviction for a crime relevant to the operation of store; failure to pay fees or other amounts due to us within 5 days after receiving notice; imminent danger to public health or safety; or you commit a fraud on us by submitting false sales reports that understate gross sales by five percent (5%) or more.</p>
i. Your obligations on termination/ non-renewal	Sec. 10.7	<p>Complete de-identification, pay amounts due, return all confidential materials, cease operations, stop using marks, systems, confidential information, cancel all assumed names, deliver/sell your equipment, inventory, and fixtures to us if we request, assign phone numbers to us, and comply with non-competition and non-solicitation requirements.</p>
j. Assignment of contract by us	Sec. 12.1	<p>No restriction on our right to assign.</p>
k. "Transfer" by you- defined	Sec. 12.2	<p>Sale, assignment or transfer of your interest in the agreement or assets.</p>

l. Our approval of transfer by franchisee	Sec. 12.2	We have the right to approve all transfer but will not unreasonably withhold approval.
m. Condition for our approval of transfer	Sec. 12.3	You pay a \$5,000 transfer fee; sign a general release; pay all amounts owed; provide a copy of all agreements and proposed agreements concerning the proposed transfer and other information we request; you make any changes to the terms of the transfer which we require; the proposed transferee qualifies and provides all information we request; the transferee assumes all obligations under the Agreement and/or, at our request, enters into our current Agreement; the proposed transferee agrees to upgrade, remodel and refurbish the Store to our standards; and you and the transferee obtain in writing, the landlord's consent.
n. Our right of first refusal to acquire franchisees' business	Sec. 12.5	We can match any offer for your business.
o. Our option to purchase franchisees' business	Sec. 10.8	Following termination or expiration other than due to our uncured breach, we or our assignee have the right, by delivering written notice to you, to purchase from you, any or all of the Store's equipment, fixtures, inventory, products, materials and supplies as we choose.
p. Your death or disability	Sec. 12.8	Surviving heirs may operate the business if they qualify within 180 days, or they may assign to an approved buyer.
q. Non-competition covenants during the term of the franchise	Sec. 11.4, 11.5	You cannot directly or indirectly operate a business similar to your franchised business within 10 miles of your store or within 10 miles of any Yogurtland store. You may also not have an ownership interest in any entity which grants franchises or licenses to others to operate stores specializing in yogurt, drinks, desserts, snacks or similar foods or employ, recruit or hire any person

		employed or previously employed by us or our other franchisees without our or the other employer's consent.
r. Non-competition covenants after the franchise is terminated or expires.	Sec. 11.4, 11.5	For 5 years following termination or expiration you cannot operate or have an interest in a competing business within a 10 mile radius from any other Yogurtland store or your location or have an ownership interest in any entity which grants franchises or licenses to others to operate stores specializing in yogurt, drinks, desserts or similar foods. For 2 years after termination or expiration, you may not employ, recruit or hire any person employed or previously employed by us or our other franchisees without our or the other employer's consent.
s. Modification of the agreement	Sec. 17	No modification except in writing signed by you and us. Manuals may change, including our Operation Manual. Manual changes are not changes to the agreement.
t. Integration/merger clause	Sec. 23.6	Only the terms of the Franchise Agreement and other agreements with us (if any) are binding. We have made no other promises.
u. Dispute resolution by arbitration or mediation	Sec. 22.4, 22.5	Except for certain claims, all disputes must first be mediated before resorting to arbitration or court action. If mediation fails, the parties agree to arbitrate their dispute before the American Arbitration Association.
v. Choice of forum	Sec. 22.5	Arbitration must be in California, subject to state law.
w. Choice of law	Sec. 18	California law applies, subject to state law.

- (1) The following states have statutes which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise: ARKANSAS (Stat. § 70-807), CALIFORNIA (Bus. & Prof. Code §§ 20000-20043), CONNECTICUT (Gen. Stat. § 42-133e, et seq.), DELAWARE (Code tit. 6 Ch. 25 Sections 2551-2556), HAWAII (Rev. Stat. § 482E-1), ILLINOIS

(815 ILCS 705/1 through 705/44), INDIANA (Stat. §§ 23-2-2.7), IOWA (Code §§ 523H.1-523H.17), MICHIGAN (Stat. § 19.854(27)), MINNESOTA (Stat. § 80C.14), MISSISSIPPI (Code § 75-24-51), MISSOURI (Stat. § 407.400), NEBRASKA (Rev. Stat. § 87-401), NEW JERSEY (Stat. § 56:10-1), SOUTH DAKOTA (Codified Laws § 37-5A-51), VIRGINIA (Code 13.1-557-574-13.1-564), WASHINGTON (Code § 19.100.180), WISCONSIN (Stat. § 135.03). These and other states may have court decisions which supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

- (2) The Franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

The table below lists important provisions of the Non-Competition and Non-Disclosure Agreement which each of your managers must sign. You and your managers should read these provisions in the agreement attached to this offering circular.

Provision	Section in Non-Competition and Non-Disclosure Agreement	Summary
a. Non-competition covenants during the term of the manager's employment	Sec. 5, 6	Your managers cannot compete with or engage in any competing business at your location or within three miles of any existing Yogurtland store without our written consent. Additionally, your managers cannot hire, or attempt to hire, any employee of ours or other Yogurtland franchisees without our or the affected franchisee's consent.
b. Non-competition covenants after the manager's employment ends.	Sec. 5, 6	For 5 years after your manager's employment ends for any reason, they cannot compete with or engage in any competing business at your location or within three miles of any existing Yogurtland store without our written consent. For two years after end of employment, your managers cannot hire, or attempt to hire, any employee of ours or other Yogurtland franchisees without our or the affected franchisee's consent.
t. Integration/merger clause	Sec. 9(g)	Only the terms of the agreement are binding.

w. Choice of law	Sec. 9(c)	California law applies.
------------------	-----------	-------------------------

The table below lists important provisions of the Sublease you may be required to sign. You should read these provisions in the agreement attached to this offering circular.

Provision	Section in Sublease	Summary
a. Term of the Sublease Agreement	Sec. 2	5 years unless terminated earlier due to your breach.
e. Termination without cause	Sec. 7, 9	In the event the Master Lease expires or terminates through no fault of your own, or premises are taken by eminent domain, your Sublease will terminate immediately.
f. Termination by us with cause	Sec. 14, 15	We may terminate if you default on your obligations or breach any other agreement between you and us.
g. "Cause" defined-curable defaults	Sec. 14.	You generally have 5 or 30 days, depending on type of default to cure.
h. "Cause" defined- defaults which cannot be cured	Sec. 14, 15	You abandon or vacate your location; fail to pay rent or other payment under sublease; fail to observe or perform required duties under sublease for more than 5 calendar days; become insolvent, make a general assignment for benefit of creditors, or admit to inability to pay rent; file for bankruptcy or initiate liquidation or dissolution; breach of any other agreement between you and us that cannot be cured.
k. "Transfer" by you- defined	Sec. 8	Assign, transfer, mortgage, sublet, or other transfer or encumbrance of all or any part of your interest in the Sublease or in the Premises.
l. Our approval of transfer by franchisee	Sec. 8	You must obtain our prior written consent before any transfer, mortgage, sublet, assignment or other encumbrance.
m. Condition for our approval of transfer	Sec. 8	We may withhold consent to a proposed assignment or transfer that does not also include an assignment and transfer of the Franchise Agreement that we consented to.
w. Choice of law	sec. 18	This Sublease is governed by and interpreted according to the laws

	where your store is located
--	-----------------------------

See state specific addenda attached to this offering circular as Exhibit B for other state specific disclosures.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchise. We, however, reserve the option to do so in the future.

ITEM 19. EARNINGS CLAIMS

We do not furnish or authorize our officers, employees or salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Yogurtland Store. Actual results vary from unit to unit and we cannot estimate the result of any particular franchise.

ITEM 20. LIST OF OUTLETS

Franchise Store Summary Status as of December 31 (2006/2005/2004)*

State	Transfers	Cancelled or Terminated	Not Renewed	Acquired by Us	Left the System/- Other	Total from Columns to the Left	Stores Operating at Year End
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Total	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

*We are new to franchising and only began franchising in 2007.

Status of Company Owned Locations as of December 31 (2006/2005/2004)

State	Stores Closed During the Year	Stores Opened During the Year	Total Stores Operating at Year End
California	0/0/0	1/0/0	1/0/0
Total	0/0/0	1/0/0	1/0/0

* Owned by our affiliate Withim Corporation.

Projected Openings as of December, 2006

State	Franchise Agreements Signed But Store Not Open	Projected Franchise New Yogurtland Stores in the Next Fiscal Year	Projected Company-Owned Yogurtland Stores Openings in Next Fiscal Year
California	0	3	3
Total	0	3	3

The Yogurtland system has only been operating since 2007. Thus, as of December 31, 2006 there were no Yogurtland franchisees operating, nor were there franchisees who were terminated, cancelled or not renewed or who otherwise voluntarily or involuntarily ceased to do business in the year ending December, 2006 or who have not communicated with us in the 10 weeks preceding the application date.

ITEM 21. FINANCIAL STATEMENTS

Attached to this offering circular as Exhibit C is an audited financial statement consisting of a balance sheet and statement of operations, stockholder's equity and cash flows as of December 31, 2006. Our fiscal year end is December 31.

ITEM 22. CONTRACTS

Attached to this Offering Circular are the following agreements:

Exhibit E Franchise Agreement
Exhibit F Non-competition and Non-disclosure Agreement
Exhibit G Guaranty
Exhibit H Sublease

ITEM 23. RECEIPT

The receipt to this Offering Circular is attached as Exhibit K.