FRANCHISE DISCLOSURE DOCUMENT

The Yard Milkshake Bar Franchising, LLC

234 Office Park Drive, Gulf Shores, Alabama 36542

251-979-3914

theyardmilkshakebar.com

We grant you the right to operate a The Yard Milkshake Bar™ Restaurant ("Restaurant"). Your Restaurant will offer premium ice cream, milkshakes, and desserts from a distinctive, high-end menu, as well as parties and event services.

The total investment necessary to begin operation of a The Yard Milkshake Bar Restaurant is from $281,975-627,250. This includes $41,000-61,000 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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Chelsea Green, 234 Office Park Drive, Gulf Shores, AL 36542, 251-979-3914 office@theyardmilkshakebar.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 accountant. Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 1, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit K.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only The Yard Milkshake Bar business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Yard franchisee?	Item 20 or Exhibit K lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising
Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **<u>Franchisor's Financial Condition.</u>** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

2. **<u>Limited Operating History.</u>** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **<u>Purchase Requirements/Profits.</u>** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

TABLE OF CONTENTS

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify this Franchise Disclosure Document, "We" or "Us" means The Yard Franchising, LLC d/b/a The Yard d/b/a The Yard Milkshake Bar, the franchisor. "You" means the person or entity that buys the franchise. If the franchisee is a corporation, partnership, or other entity, "you" may also mean its owners.

The Franchisor.

We are an Alabama limited liability company formed in July 2018. We began offering franchises in July of 2018. Our principal place of business is 234 Office Park Drive, Gulf Shores, Alabama 36542. Our phone number is 251-979-3914. Our website address is www.theyardmilkshakebar.com. We do business under the names "The Yard" and "The Yard Milkshake Bar." We acquired a key trademark from our predecessor, Island Ice Cream and Treats, LLC, an Alabama limited liability company. Island Ice Cream and Treats, LLC did not sell franchises or operate a The Yard Milkshake Bar. The principal business address of Island Ice Cream and Treats, LLC is 1154 W Beach Blvd, Gulf Shores, AL 36542.

Our parent is The Yard Milkshake Bar Holdings, Inc., an Alabama corporation that shares our address, phone numbers, and website address. We have several affiliates: (1) The Yard Milkshake Bar Properties, LLC, an Alabama limited liability company that shares our address, phone numbers, and website address; (2) The Yard Milkshake Bar, LLC, an Alabama limited liability company that shares our address, phone numbers, and website address; (3) The Yard Milkshake Bar of Fairhope, LLC, an Alabama limited liability company that shares our address, phone numbers, and website address; (4) The Yard Milkshake Bar of Panama City, LLC, a Florida limited liability company that shares our address, phone numbers, and website address; (5) The Yard Milkshake Bar of Austin, LLC, an Alabama limited liability company that shares our address, phone numbers, and website address; and (6) The Yard Milkshake Operations, LLC, an Alabama limited liability company that shares our address, phone numbers, and website address (collectively, our "Affiliates").

We and our Affiliates have common ownership. The Yard Milkshake Bar Properties, LLC does not operate a business similar to the type being franchised, has never offered franchises in any line of business, and is the owner of the trademarks described in Item 13. The Yard Milkshake Operations, LLC does not operate a business similar to the type being franchised, has never offered franchises in any line of business, and produces and sells certain items that you are required to purchase as part of our franchise relationship.

The Yard Milkshake Bar, LLC ("The Yard Gulf Shores"), The Yard Milkshake Bar of Fairhope, LLC ("The Yard Fairhope"), The Yard Milkshake Bar of Panama City, LLC ("The Yard PCB"), and The Yard Milkshake Bar of Austin, LLC ("The Yard Austin") each operate businesses similar to the type being franchised, but have never offered franchises in any line of business. The Yard Gulf Shores opened a restaurant in May 2017 and remains open. The Yard Fairhope opened a restaurant in March 2018 and remains open. The Yard PCB opened in June

2018 and remains open. The Yard Austin opened in June 2019 and remains open.

Our agents for service of process are disclosed in Exhibit A to this Disclosure Document. We do not engage in any business other than offering franchises of The Yard Milkshake Bar.

Our Business Experience.

Our company was formed in May of 2018 for the purpose of selling franchises. Neither we nor our affiliates have ever offered a franchise prior to May of 2018. Our affiliates The Yard Gulf Shores, The Yard Fairhope, The Yard Austin, and The Yard PCB are all under common ownership with us and have conducted the type of business you will operate.

The Franchise.

We grant you the right to operate a The Yard Milkshake Bar (the "Restaurant"). Your Restaurant will serve freshly prepared milkshakes, ice cream, cookie dough, and other food and beverages from a distinctive menu in a unique setting. Each Restaurant operates under the name The Yard Milkshake Bar and other marks as we designate, such as The Yard (the "Trademarks").

You must operate your Restaurant under certain required practices and standards that we may change and update from time to time. We will also identify certain best practices that you may but are not required to follow.

If you enter into an Area Development Agreement, we will grant you the right to enter into multiple franchise agreements within a specified geographic territory according to a development schedule. For each Restaurant you open under an Area Development Agreement, you will be required to sign our then-current form of franchise agreement.

The Market and Competition.

Your Restaurant will sell gourmet milkshakes, edible cookie dough, ice cream, and other food and beverages, as well as on-site party and event services. Your competitors include ice cream shops, gourmet food retailers, fast food restaurants that sell milkshakes, and other businesses that sell similar food and beverages. Many of your competitors, such as Cold Stone Creamery, Marble Slab Creamery, Baskin Robbins, Dairy Queen, Dippin Dots, Hershey's, and others are part of regional and national networks. Other competitors are independent businesses. The market for gourmet dessert and milkshake restaurants is small but developing, while the market for ice cream and similar treats is well-developed and saturated. Our primary target market is younger crowds aged 13-30 and families with children.

Licenses and Permits.

In addition to laws and regulations that apply to businesses generally, your Restaurant will be subject to various federal, state, and local government regulations, including those related to site location and building construction, such as the Americans with Disabilities Act, as amended. You are also subject to various regulations pertaining to food handling, storage, and service. It is your sole responsibility to obtain and keep in force all necessary licenses and permits required by public authorities. You must comply with these laws and other laws that apply to businesses generally.

ITEM 2

BUSINESS EXPERIENCE

Logan J. Green – Chief Executive Officer

Mr. Green has served as the Chief Executive Officer of The Yard Gulf Shores since May 2017. He now serves as our Chief Executive Officer and Franchise Operations Officer. From 2014 to 2017, he served as the co-owner and manufacturing director of Monogram Monthly and The Green Gift Company, both e-commerce apparel and gift retailers. From 2013 to 2017, Mr. Green served as a superintendent of Green Electric, an electrical contractor.

Chelsea L. Green – Chief Operating Officer

Ms. Green has served as the Chief Operating Officer of The Yard Gulf Shores since May 2017. From 2011 to 2017, she was the owner operator of Island Ice Cream and Treats, LLC, which operated an ice cream shop in Gulf Shores, Alabama. From 2014 to 2017, she was the owner and CEO of Monogram Monthly and The Green Gift Company, both e-commerce apparel and gift retailers. She now serves as our Chief Operating Officer, Treasurer, and Franchise Marketing Officer.

Ali R. Green – Chief of Operations

Ms. Ali Green has served as our Franchise Training Officer since May of 2018. From 2013 to 2014, she was a leasing agent for Hilburn Apartments in Pensacola, Florida. From 2014 to 2017, she was a pre-school teacher at The Joy Center of Foley, Alabama and Grace Fellowship Mothers Day Out in Gulf Shores, Alabama. In 2017, she became General Manager of The Yard Gulf Shores. In 2018, she became Franchise Training Officer for us. She served in that role until mid 2019, when she became Chief of Operations for us. In that role, she manages operations for company owned stores and assists with franchisee training and ongoing support.

Patrick Plash – Corporate Trainer

Mr. Patrick Plash has over 20 years of hospitality and management experience. He started working as a busser in a small, locally owned restaurant as a teenager, and quickly built his resume to include all other front and back of house positions in corporate restaurants. Patrick's customer service experience also includes his role as a banquet and event coordinator for Wyndham Hotels. In Dallas, Texas, Patrick spent seven years with Macaroni Grill. His positions included service and development manager, BOH manager, bar manager, and executive chef. In these positions, he was responsible for the training and development of all managers, staff, and chefs. Patrick also spent time as the general manager of Pei Wei Asian Diner where he implemented several new corporate strategies for training and productivity.

Now, back home in Gulf Shores, Patrick is able to use his diverse skills and experience in the art of corporate training, staff management, and manager development to help The Yard expand into new areas and streamline its training operations.

Holly McDade – Corporate Trainer

Ms. Holly McDade has over 10 years of service industry experience. She began her first role in management at a hair salon in the Atlanta area in 2012. She learned a lot about operations and leading a team in the salon. Holly was given an opportunity to help open a locally owned taco shop in her hometown of Lawrenceville, Georgia at the start of 2017. While managing at the restaurant, she also took on the role of Catering Director and fell in love with the concept of traveling and bringing a product she was proud of to everyone. Shortly after moving to Gulf Shores, AL in 2021, Holly started working at The Yard as the Assistant General Manager. Within a few months she was promoted to be a trainer with the corporate operations team and enjoys helping bring The Yard Milkshake Bar all over the country!

Adam Sterling – Corporate Trainer

Adam Sterling was born with an entrepreneur spirit. At age 11, he made his first dollar traveling over an hour to mow grass. By age 14, he was allowed to work inside of his dad's Dairy Queen in Athens, AL. He learned all aspects of business from maintaining ice cream machines to truck orders and was promoted to manager at age 16. Adam left for basic military training, shortly after graduating High School, where he would travel to 19 countries and learn 3 languages. He served 10 years in the military and led 3 of his 5 combat tours to the Middle East. Adam received 21 awards and decorations for his leadership and military service. After retiring from the military, Adam became the General Manager of Tropical Smoothie Cafe. After a few months, Adam became the area trainer and helped the franchisee grow from 2 locations to 16. That is the moment Adam found his passion, again. Adam would eventually relocate to Florida, where he managed a well known eye practice, while searching for his restaurant family. In 2021, Adam joined our team as a Corporate Franchise Trainer/Inspector. He has 19 years of managerial experience and 10 years of restaurant experience.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

The amount of your Initial Franchise Fee will depend on how many Restaurants you open. For your first Restaurant, the Initial Franchise Fee is $45,000.00. For your second, third, fourth, fifth, and sixth Restaurants, the Initial Franchise Fee for each Restaurant is $40,000.00. For all Restaurants you open above six, the Initial Franchise Fee is $35,000.00. The Initial Franchise Fee is a lump sum payment, fully earned upon receipt, and is not refundable. The Initial Franchise Fee grants a franchise term of ten years. In 2021, Initial Franchise Fees paid ranged from $35,000.00 to $45,000.00. In some instances, we have charged lower Initial Franchise Fees for multi-unit franchisees in certain strategic markets. For each Restaurant you open, you must purchase a "Grand Opening Package" from us, which includes certain advertising and promotion services, at the cost of $2,500, and also pay an Initial Training Fee, at the cost of $3,500.

Each Restaurant will require its own Franchise Agreement, regardless of whether you have already signed a Franchise Agreement with us.

ITEM 6

OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty	6% of Gross Sales	1^{st} of each month	This payment will be auto-drafted and is net of sales tax.
Advertising Fund	2% of Gross Sales up to $15,000 per Restaurant per year	1^{st} of each month	This payment will be auto-drafted and is net of sales tax.
Local Advertising	1% of Gross Sales	December 31 of each year	We require you to provide an annual report of expenditures showing that you spent at least 1% of your Gross Sales on local advertising.
Promotional Costs	Up to $3,500	Restaurant opening anniversary date	We require you to host an annual birthday party on the anniversary of your Restaurant opening. Promotional Costs are advertising costs that are paid to third parties.

Initial Training	$3,500.00	Within 30 days of opening	In addition to this fee, you must reimburse us for travel and lodging costs for our trainers.
Additional Training	$85/hour plus expenses	Within 30 days of date incurred	If you request or we require additional training, you must reimburse our staff their hourly fee, and pay for travel and lodging costs.
Transfer Fee	$6,000.00	At the time of transfer	See Item 22(b).
Renewal Fee	$10,000.00	At the time of renewal	See Item 4(c).
Lost Manual Fee	$500	Upon loss of operations manual	If your Operations Manual is lost, destroyed, or misplaced, you must pay a $500 fee to replace it. See Attachment G
Late Opening Fee	$2,500	Upon receipt of statement	If you open your Restaurant more than 150 days after signing the Franchise Agreement, you will owe a Late Opening Fee of $2,500
Advertising Cooperative Fees	Up to 2% of Gross Sales	1st of each month	If we establish an advertising cooperative for your region, you may be required to pay up to 2% of your Gross Sales each month towards the advertising cooperative. See Section 17 of the Franchise Agreement.

Securities Offering Fee	Greater of $10,000 or reasonable, actual costs and expenses	Upon receipt of statement	See Section 27 of Franchise Agreement.
Liquidated Damages (Termination)	Amount equal to average monthly Royalties for preceding twelve months multiplied by less of 24 or number of months remaining in term.	Upon termination due to Franchisee breach	See Section 32(b) of Franchise Agreement
Audit Fee	Cost of Audit	Upon completion of audit	If we must audit your books, you must reimburse us for the cost, and pay for travel and lodging costs.
Liquid Damages (Default)	$500 for first default, $2,500 for second default, $5,000 for third and subsequent defaults	Upon receipt of statement	See Section 48 of Franchise Agreement.
Interest on Late Payments	Lesser of: (a) Wall Street Journal Prime (currently 3.25%) plus 2% or (b) maximum rate allowed by law.	Upon receipt of statement	Interest begins accruing on day after due date.
Insurance	$3,600-6,500 annually	When premiums are due	We require that you maintain general auto and liability insurance with limits of $1,000,000 per occurrence, $2,000,000 aggregate, and $2,000,000 umbrella from a provider with an A/V III rating or better at all times.

Taxes	Amount assessed against Franchisor for any federal, state, or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Royalty and Marketing Fees	Upon receipt of statement	See Section 5(e) of the Franchise Agreement.

Note: All fees paid to us are fully earned when paid and are non-refundable.

ITEM 7

ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNTS	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	$30,000.00 to $45,000.00	Lump sum	Upon signing of Franchise Agreement	Us
Area Development Fee (Note 2)	$10,000 per Area	Lump sum	Upon signing of Area Development Agreement	Us
Lease (Note 3)	$3,125-$11,250 per month; total of $9,375-$33,750 for 3 months pre-opening and first month of operations	As arranged	As arranged	Landlord
Blueprints, Plans, and Permits (Note 4)	$10,000-13,000	As arranged	As arranged	Third Party Suppliers

Leasehold Improvements (Note 5)	$98,000-270,000	As arranged	As arranged	Contractors
Furniture and Fixtures, and Equipment (Note 6)	$35,000-65,000	As arranged	As arranged	Third Party Suppliers
Signage	$5,000-12,000	As incurred	As incurred	Third Party Suppliers
Point of Sale System	$2,200-3,000	Lump sum	30 days prior to opening	Third Party Supplier
Initial Inventory and Operating Supplies (Note 7)	$66,000-95,000	As arranged	As arranged	Third Party Suppliers
Security Deposits	$1,800-13,000	As arranged	As arranged	Landlord and Utility Providers
Insurance (Note 8)	$3,600-6,500	As arranged	As arranged	Insuranc e
Initial Advertising and Promotion (Note 9)	$2,500-10,000	As incurred	As incurred	Us, Media, Printers, and other Suppliers
Professional Fees, Business Licenses (Note 10)	$2,500-5,000	As arranged	As arranged	Attorneys, Accountants, other professionals, Local and State agencies
Training (Note 11)	$3,500-$6,000	As incurred	As incurred	Us; See Item 11 For more Information on additional training
Additional Funds (Note 12)	$2,500-30,000	As incurred	As incurred in First three Months of Operations	Employees, Vendors
TOTAL:	**$281,975-627,250**			

Notes:

1. Initial Franchise Fee. The amount of the Initial Franchise Fee varies. The standard fee is $45,000. If you sign Franchise Agreements for two units, the Initial Franchise Fee for each will be $30,000. See Item 1. The Initial Franchise Fee is for a ten year term.

2. Area Development Fee. The Area Development Fee is paid to grant you additional exclusive rights to develop new stores within a defined geographic area under an Area Development Agreement.

3. Lease. We estimate that your Lease obligations will vary between $25 and $90 per square foot in base rent per annum depending on the type and location of the space you lease. Our estimates of annual rent are based on a 1,500 square foot space, and you may wish to build a smaller or larger Restaurant. Accordingly, the actual cost of a Lease could vary significantly from the estimates we have provided. The basis for the low-end estimate is a lease of $25 PSF where rent commences upon opening for business, and you are provided with a rent concession by your landlord for the period before opening. The high-end estimate is based upon a lease rate of $90 PSF where rent commences immediately and includes three months of rent.

4. Blueprints, Plans, and Permits. Blueprints, plans, and permits include those necessary for constructing leasehold improvements, and could vary beyond the range indicated based on market factors. We estimate that blueprints and plans to open a 1,500 sq. ft. store will cost approximately $10,000 based upon our experience. The cost of permits is expected to be approximately $1,500 to $3,000 at the high end based upon our experience.

5. Leasehold Improvements. The cost of leasehold improvements can vary significantly based on the location and size of your Restaurant, as well as the finishes and extra features you select. We require certain standards, but you may add additional features with our approval. Our estimated cost of leasehold improvements includes the cost of an architect and structural engineer. We note that construction costs have increased significantly since 2020 and may continue to rise.

6. Furniture, Fixtures, and Equipment. You will purchase specific FF&E from third-party suppliers that we approve. The types of FF&E you must purchase include tables, chairs, refrigerators, cold drink dispensers, hot drink dispensers, signage, drinkware, silverware, plates, menu boards, food mixing equipment, and freezers. You may also purchase additional FF&E with our approval.

7. Initial Inventory and Operating Supplies. Our estimate is based upon 3 months of operating supplies and inventory from Sysco, Hershey's, and Coke. The operating supplies and inventory you will be required to purchase include ice cream, cookie dough, confectionary items such as candy bars, cookies and waffles, ice cream toppings, straws, napkins, cleaning supplies, plastic silverware, receipt paper, hot chocolate, soda concentrate, and co2. Depending on the size, location, and volume of your Restaurant, these estimates could vary significantly.

8. Insurance. Our estimate is based upon 3 months of insurance premiums for the insurance described in Item 6.

9. Initial Advertising and Promotion. You must purchase a "Grand Opening Package" from us, which includes certain advertising and promotion services, at the cost of $2,500. You may wish to spend in excess of this amount to promote your new

Restaurant.

10. Professional Fees, Business Licenses. Our estimate is based upon average fees for an attorney to form your business entity and set up basic licenses and permits, an accountant to set up bookkeeping, and the cost of licenses from local and state jurisdictions. These amounts could vary significantly based upon your Restaurant's specific needs.

11. Training. We require that you pay us a fee of $3,500 for initial training. This fee includes ten days of opening assistance. You are also required to pay travel and living expenses in connection with this opening assistance and initial training. Based on our experience, this cost will range from $1,500-2,500. You may wish to receive additional training, or we may require that you receive additional training, at the cost set forth in Item 6, in addition to travel and living expenses for our trainers.

12. Additional Funds. Our estimate is based upon additional expenses that may be necessary to open, including travel and living expenses while training, organizational expenses, extra supplies, and other miscellaneous expenses of starting a new Restaurant.

13. Refunds. All fees paid to us are fully earned when paid and are non-refundable.

14. Basis for Additional Funds Required. We considered our own experience in opening the Gulf Shores, Fairhope, Panama City Beach, and Austin corporate-owned stores in estimating the amount of additional funds required to open a Restaurant. Certain markets may be significantly more expensive to open a Restaurant in, so you should thoroughly research such costs before signing a Franchise Agreement.

15. No Financing. We do not provide any financing to franchisees, either directly or indirectly.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We require you to purchase a custom-fabricated cookie dough holder that costs $350.00 from our affiliate, The Yard Milkshake Operations, LLC. Our officers Logan Green and Chelsea Green own an interest in The Yard Milkshake Operations, LLC. The Yard Milkshake Operations, LLC does not derive any profit from the sale of cookie dough holders, and our company-owned outlets pay the same price.

We have also provided a Supplier Sheet, attached hereto as Exhibit M. As disclosed on the Supplier Sheet, you must purchase ice cream from the Hershey Creamery Company, soda syrup concentrate from the Coca-Cola Company, and various baked goods, confections, hot chocolate mix, candies, and ice cream toppings from the Sysco Corporation. We have issued our specifications and standards to our approved suppliers, and also make our criteria for supplier approval available to our franchisees. If you would like to utilize an alternative supplier, you may request approval by submitting pricing, terms, and samples to use for our review, and approval, which we will grant or deny within 10 days from receiving your request. Absent prior approval for an alternative supplier, you must purchase all items described on the Supplier Sheet from the suppliers designated on the Supplier Sheet. In the event that a supplier designated on the Supplier Sheet cannot serve your Restaurant or fails to perform based on the requirements of your Restaurant, you may contract with a new supplier after submitting pricing, terms, and samples to us for our review and approval, which we will grant or deny within 10 days from receiving your request. We reserve the right to revoke approvals for any suppliers without notice in the event that we learn of any issues with food or customer safety, or if we receive any complaints about the supplier. You must use the Clover commercial point of system that you will purchase from a third party vendor all transactions in your Restaurant. You must also use Merchants Bancard Network for processing all credit card transactions in your Restaurant.

We estimate that your obligatory purchases from Sysco, Coca-Cola, and Hershey's will make up approximately 99% of all purchases from required vendors. We provide a material benefit to franchisees based on your use of designated or approved sources, including bulk cost-savings that we have negotiated on a system-wide basis as well as uniformity and consistency. Our company-owned stores receive the same negotiated pricing as franchised stores. Your obligatory purchases from The Yard Milkshake Operations, LLC will make up less than 1% of all purchases from required vendors. Our affiliate The Yard Milkshake Operations, LLC also receives rebates from Merchants Bancard Network of credit card processing fees equivalent to approximately 4% of credit card fees. In 2021 The Yard Milkshake Operations, LLC received $14,289 in rebates from Merchants Bancard Network.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	Section 6(b)(c)	Items 7 and 11
b.	Pre-opening purchases/leases	Section 6(c)	Items 5, 6, 7, and 8
c.	Site development and other pre-opening requirements	Section 6	Items 7, 8, and 11
d.	Initial and ongoing training	Section 7(a) Section 8(a)	Items 5, 6, and 11
e.	Opening	Section 6(h)	Items 5 and 11
f.	Fees	Section 5	Items 5, 6, and 7

g.	Compliance with standards and policies/ Operations Manual	Section 8(b)	Items 6, 7, 8, 11, 14, and 16
h.	Trademarks and proprietary information	Section 3(c)	Items 13 and 14
i.	Restrictions on products/services offered	Section 7(c) Section 8(b)(c)	Items 6, 7, 8, 11, and 16
j.	Warranty and customer services requirements	Section 8(b)(c)	Items 6 and 11
k.	Territory	Section 3 & Attachment A	Item 12
l.	Ongoing product/service purchases	Section 8(c)	Items 6, 7, and 8
m.	Maintenance, appearance, and remodeling requirements	Section 8(e)(f)	Items 8 and 11
n.	Insurance	Section 21	Items 6, 7, and 8
o.	Advertising	Section 6(h) Section 17	Items 6, 7, and 11
p.	Indemnification	Section 34	N/A
q.	Owner's participation/ management/ staffing	Section 8	Items 11 and 15
r.	Records/reports	Section 14	Item 6 and 11
s.	Inspections/audits	Section 15	Items 6 and 11
t.	Transfer	Section 22(b)	Items 6 and 17
u.	Renewal	Section 4(b) (c)	Items 6 and 17
v.	Post-termination obligations	Section 32	Item 17
w.	Non-competition covenants	Section 11	Item 17
x.	Dispute Resolution	Section 46	Item 17
y.	Other	Not applicable	Not applicable

ITEM 10

FINANCING

We do not offer, either directly or indirectly, any financing to you. We are unable to estimate whether you will be able to obtain financing for any or all of your investment and, if so, the terms of such financing. We do not guarantee your notes, leases, or other obligations.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance:

Pre-Opening Assistance: Before you open your Restaurant, we will:

1. Provide you with the Supplier Sheet describing all required sources of supplies and inventory.
2. Provide you with a written copy of the Manual.
3. Provide the training programs described below.

Ongoing Assistance: During the operation of your Restaurant, we will:

1. Provide updates to the Supplier Sheet
2. Provide pricing for all Menu items and services, and authorize discounts at our sole discretion.
3. Assist with the hiring and training of staff for a period of 7-15 days after opening
4. Visit your Restaurant as we reasonably determine to be necessary to provide consultation and guidance, although we are not required to do so under the Franchise Agreement.
5. Provide additional training courses, instruction, and seminars from time to time. We may require you to pay a fee to attend any additional training.
6. Maintain, through third parties, the display freezers provided by fountain drink and ice cream suppliers (currently Coca-Cola and Hershey's, respectively).

Marketing

We provide regional and local marketing and advertising support with the funds supplied by each Restaurant's contribution to the Advertising Fund. All franchisees contribute the same percentage of gross sales to the Advertising Fund. The Advertising Fund will purchase media in radio, billboards, flyers, posters, signs, marquees, social media platforms, free standing displays, TV ads, all at our discretion. The source of this advertising will be in-house as well as local and regional advertising agencies, also at our discretion. Corporate-owned stores will not be required to contribute to the Advertising Fund. The Advertising Fund will not be audited and its records will not be available to franchisees. Up to 25% of the Advertising Fund may be spent on advertising that is principally a solicitation for the sale of franchises.

We are not required to spend any amount on advertising in any franchisee's territory. There is no advertising council composed of franchisees. At some point in the future, we may establish one or more advertising cooperatives. If we establish a cooperative, we will define membership based on regions, and require each franchisee in the region to contribute the same amount, up to 2% of their Gross Sales to the advertising cooperative. Company-owned outlets will not contribute to any advertising cooperative. As of the date of this FDD, no advertising cooperative has been established. In order to preserve the strength of our marks and brand integrity, we do not allow you to use your own marketing or advertising materials.

In the most recently concluded fiscal year, the Advertising Fund collected $167,943. Of the total amount collected, $15,836 was expended on paid advertisements, and $83,700 was expended on salaries and expenses for Franchisor's staff, which expended a total of 4,579 hours on graphic design, photography, video production, social media production, blog posts, and website maintenance for the benefit of all franchisees. A total of $68,406.68 remains in reserves from 2021, which will be expended in 2022 for substantially similar purposes.

Point of Sale System

You must purchase a commercial Clover Point-of-Sale system from a third party vendor for your Restaurant (the "POS"). The POS includes all hardware and pre-programmed software necessary for you to receive payment for goods and services at your Restaurant, including the cash drawer, point of sale computer, and receipt printer. The POS is manufactured and supported by Clover Network, Inc., 415 North Mathilda, Sunnyvale, CA 94085, www.clover.com, 833-512-3015 You should expect to upgrade your POS at least once every 2-3 years, at your cost, depending on the supplier's upgrade schedules. The initial and estimated replacement cost of the POS system is approximately $1,590, and you will pay approximately $40-100 per month ($480-1,200 per year) for a subscription depending on how many applications you add to your POS system. You will typically only operate one POS per Restaurant, but this could vary. In addition to receiving payment, the POS calculates labor cost efficiency and produces instant sales reports. The POS can also manage employee shifts and break schedules when paired with our labor software application, which we provide along with the POS. We will have unlimited access to all data produced by your POS. In addition to the POS software subscription, we require you to utilize Quickbooks online for accounting. You will be responsible for approximately $80 per month ($960 per year) in subscription fees for Quickbooks.

Site Selection

Prior to opening your Restaurant, you will propose a general location, which we will approve or deny. Once an approved area is selected, we will act as a consultant in assisting you to select an appropriate site. We reserve the right to approve or reject any site in our sole discretion. One of our executive officers must give final approval to any site prior to the effective date of the Franchise Agreement. Factors that we consider for site selection include, but are not limited to, territory rights, population, market analysis relative to product demand, seasonal weather patterns, and current competition levels. We do not have a time limit on approving or rejecting any site. We will not be responsible for any improper site selection, and we will not conform the premises to local ordinances and building codes or obtain any permits for you. If you sign an Area Development Agreement, that agreement will contain a description of your development territory, but each location within that territory will be approved or denied in the same manner as all individual Restaurants according to our sole discretion.

Estimated Length of Time Before You Open Your Restaurant

The estimated length of time between the signing of the Franchise Agreement and the opening of your Restaurant is approximately 180-270 days from the execution of the Franchise Agreement.

Factors that may impact this length of time may include whether you have a site selected upon execution of the Franchise Agreement, your ability to obtain a site, prepare a site survey, arrange leasing and financing, make leasehold improvements, install fixtures, equipment, and signs, decorate the Restaurant, meet local requirements, obtain inventory and similar factors. If you do not open within 300 days, you will pay a fee of $2,500 as detailed in Section 6(h) of the Franchise Agreement.

Operations Manual

We will loan you a copy of our Manual. Our Manual contains proprietary information and you must keep such information confidential, as stated in Item 14 of this Disclosure Document. A table of contents for the Operations Manual is attached as Exhibit D.

Training

Prior to the opening of your Restaurant, you must attend our initial training program, which will last at least two weeks at a current corporate location and/or your Restaurant, in our discretion. We charge a fee of $3,500 for you and one additional person you designate to attend our initial training program, plus the actual costs for travel and living expenses for our trainers while they are training you at your Restaurant. This initial payment includes the initial training program at a corporate restaurant, as well as an additional 10-14 day training program at your Restaurant. Your training will be completed by Ali Green, Patrick Plash, Holly McDade, or Adam Sterling. Our trainers' background and experience is described in Item 2.

Our initial training program must be completed to our satisfaction at least 1 day before Restaurant opening. Currently, our initial training program covers the following topics:

TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Software Training	0	10	Corporate Store and Your Restaurant
Menu Item Preparation	0	30	Corporate Store and Your Restaurant
Advertising/Marketing	0	20	Corporate Store and Your Restaurant
Best Practices	0	30	Corporate Store and Your Restaurant
Events	0	10	Corporate Store and Your Restaurant

ITEM 12

TERRITORY

Each Restaurant will be granted a territory (the "Territory") within which to operate without direct competition from another Restaurant. Each Territory will have a radius from the Restaurant of one miles or more. The size of the Territory may be adjusted prior to signing the Franchise Agreement based upon our evaluation of the market and the proposed site of the Restaurant in an effort to maintain reasonable distances between Restaurants and to preserve a semi-destinational brand. For example, a Restaurant in densely- populated Manhattan may be granted a Territory of one mile, while a Restaurant in a Florida suburb may be granted a Territory with a three mile radius. Corporate-owned Restaurants are bound by the same territorial restrictions as franchised Restaurants. You will not receive any option to acquire additional franchises beyond one Restaurant by virtue of signing a Franchise Agreement. Territorial protection is dependent on compliance with your Franchise Agreement, but is not dependent on achievement of certain sales volumes or any other contingency. Similarly, each Area Developer under an Area Developer Agreement will be granted a Territory to develop multiple Restaurants according to a specified development schedule.

We maintain the right for ourselves and our affiliates to use other channels of distribution within your Territory, including online sales, grocery sales, and non-traditional formats such as mall or stadium vending. We are not obligated to pay you any compensation for soliciting or accepting such orders with your Territory. You are permitted to accept orders from outside of your Territory and solicit past customers from outside of your Territory. We do not permit you to maintain your own website, conduct catalog sales, telemarketing, or conduct other direct marketing or sales outside of your Territory. As noted above relative to alternative channels of distribution, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We and our affiliates do not operate or plan to operate or franchise businesses under a different trademark that will sell goods or services that are the same to those offered by The Yard Milkshake Bar or your Restaurant.

ITEM 13

TRADEMARKS

The Franchise Agreement licenses you to use the service marks The Yard and The Yard Milkshake Bar, as well as other trade marks, service marks, trade names and commercial symbols (collectively, the "Trademarks"). We claim common law trademark rights for all of the Trademarks. Our affiliate The Yard Milkshake Bar Properties, LLC owns the registrations to each of the Trademarks, and has filed or intends to file all required affidavits and renewals for the Trademarks listed below. Our affiliate The Yard Milkshake Bar Properties, LLC has licensed us the right to sub-license the Trademarks to our franchisees. The agreement between us and The

Yard Milkshake Bar Properties, LLC that permits us to sublicense the Trademarks may only be terminated in the event we become insolvent, declare bankruptcy, or are subjected to a charging order by a creditor. In the event that agreement is terminated, our franchisees remain able to use the Trademarks so long as they are not in breach of their franchise agreement. The primary Trademarks you may use under the terms of the Franchise Agreement are listed below and registered with the U.S. Patent and Trademark Office.

Trademark	**Registration Number**	**Registration Date**	**Register**
THE YARD MILKSHAKE BAR	6150328 (Registration)	September 15, 2020	Principal
THE YARD	5646658 (Registration)	January 7, 2019	Principal
THE YARD	5384631 (Registration)	January 23, 2018	Principal
THE MERMAID	Serial No. 97336649	Not yet registered	Not yet registered
MINT GREEN MONSTER	Serial No. 97336737	Not yet registered	Not yet registered
NOT MILK?	Serial No. 97336727	Not yet registered	Not yet registered
COOKIE MONSTER	Serial No. 97336701	Not yet registered	Not yet registered
COOKIE BUTTER ME UP	Serial No. 97336686	Not yet registered	Not yet registered
CHERRY KEY LIMEADE	Serial No. 97336669	Not yet registered	Not yet registered
THE UNICORN	Serial No. 97336649	Not yet registered	Not yet registered
DOUGHNUT TOUCH MY COFFEES AND CREAM	Serial No. 97336649	Not yet registered	Not yet registered
THE CEREAL KILLER	Serial No. 97336649	Not yet registered	Not yet registered

We are obligated to protect franchisee rights to use the trademarks, and we are obligated to protect franchisees against claims of infringement or unfair competition arising out of the franchisee's use of trademarks, provided that you use the trademarks in compliance with the Franchise Agreement and Manual. There are no pending infringement, opposition, or cancellation proceedings. There are no effective determinations of the U.S. Patent and Trademark office, the trademark administrator of any state, or any court, or any pending material litigation involving principal marks that are material to this franchise. We are not aware of any prior rights or infringing uses that could materially affect a franchisee's use of the principal trademarks. There are no agreements in effect that significantly limit our rights to use or license the use of the principal trademarks that are material to this franchise.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents currently registered that are material to the franchise. We have a registered copyright that encompasses our website and menu. We also claim copyright ownership and protection for our Franchise Agreement, Manual (including all subparts), website and for various sales, promotional and other materials published from time to time.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

Except as noted below, all ideas, concepts, techniques, or materials concerning the franchised concept, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Manual and all subparts and related writings. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the Manual and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend, but do not require, that you participate in the operation of your Restaurant. You may participate personally in the direct operation of your Restaurant as you deem appropriate. All of your management staff must complete a nationally recognized food safety management course within thirty days of hiring or promotion to a management position. You are responsible for training your managers and staff in compliance with the Franchise Agreement, the Manual, and our other policies and procedures as they may be amended or supplemented from time to time. There are no limitations on who you can hire as an on-premises manager, and no requirement that such manager must have an equity interest in your business entity. Any manager you hire must successfully complete our training program.

All shareholders, officers, directors, partners, members and all managers and other employees having access to our proprietary information must execute non-disclosure agreements. Your managers and supervisory personnel and other employees receiving training from us must execute non-disclosure agreements. It is your responsibility to make sure that all non-disclosure agreements you use comply with applicable state law.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL

Item 8 of this Disclosure document describes our requirements for mandatory supplies and suppliers. You must purchase certain supplies and inventory from one of our affiliates or specified third parties, as the case may be. You may only offer those goods identified on our Menu, which we may modify in our sole discretion from time to time. However, we strongly encourage innovation and creativity and will (after we review and grant written approval in our discretion) allow you to add additional "specialty" items to your local menu. You may only offer those services, such as birthday parties and special events, that we permit in the Manual. You may not offer, sell, or promote any goods or services that we do not expressly permit in the Menu, the Manual, or other written documents.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the term of the franchise	Section 4(a)	Initial term of 10 years

b.	Renewal or extension of the term	Section 4(b)	10 year renewal
c.	Requirements for you to renew or extend	Section 4(c)	You must pay a fee of $10,000 and are in compliance with all franchise standards and obligations.
d.	Termination by you	Section 28	You may terminate if we are in default after a 60 day notice and cure period.
e.	Termination by us without cause	None	None
f.	Termination by us with cause	Section 29 and Section 30	We may immediately terminate the Franchise Agreement for a number of non-curable defaults specifically listed in the agreement. We may also terminate after a 5 day notice and cure period for monetary defaults, and a 30 day notice and cure period for curable non-monetary defaults.
g.	"Cause" defined – defaults which can be cured	Section 30	Monetary defaults and any default not specifically listed in Section 29.
h.	Cause" defined – defaults which cannot be cured	Section 29	Closing or abandonment for 3 days or more without approval, the appointment of a receiver, insolvency, bankruptcy, crimes involving moral turpitude, material application inaccuracies, false books or records, multiple breaches of the same provisions, or uncurable breaches.
i.	Your obligations on termination/nonrenewal	Section 32	You must return all materials, cease using all trademarks and other indicators of a relationship with us, and pay certain damages as applicable.
j.	Assignment of contract by us	Section 22(a)	We may freely assign our obligations and rights without notice or consent.

k.	"Transfer" by you -- defined	Section 22(b)	A transfer includes any transfer of control in your franchisee entity or control of the franchisee.
l.	Our approval of transfer by you	Section 22(b)	We may approve or deny a transfer in our sole discretion.
m.	Conditions for our approval of transfer	Section 22(b)	You must pay a fee and provide certain documentation for us to consider any transfer.
n.	Our right of first refusal to acquire your business	Section 23	We retain the right to purchase your franchise upon the same terms you offer to anyone else according to certain provisions in the agreement.
o.	Our right to purchase your business at any time	None	None
p.	Your death or disability	Section 22(b) and 26	The franchise agreement will terminate 90 days after death or permanent disability unless a transfer is approved within that period. We may require a different Owner- Operator to take over during a temporary disability.
q.	Non-competition covenants during the term of the franchise	Section 11	We prohibit you from having any interest in a competing business during the term of the agreement.
r.	Non-competition covenants after the franchise is terminated or expires	Section 12	We prohibit you from having any interest in a competing business for a period of 2 years after the termination of the agreement.
s.	Modification of the Agreement	Section 51	No amendment can be made to the agreement unless in writing signed by all parties.

t.	Integration/merger clause	Section 39	The Franchise Agreement embodies the entire agreement between the parties. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Nothing in this or any related agreement, however, is intended to disclaim the representations made in the franchise disclosure document that we furnished to you. This provision is subject to state law.
u.	Dispute resolution by arbitration	Section 33	All disputes are to be resolved through arbitration.
v.	Choice of forum	Section 33	Baldwin County, Alabama. This provision is subject to state law.
w.	Choice of law	Section 33	Alabama law. This provision is subject to state law.

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We provide information regarding the past financial performance of all outlets. At this time, we do not make any representations about a franchisee's future financial performance. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Chelsea Green or Logan Green at 3800 Gulf Shores Parkway, Unit 218, Gulf Shores, Alabama 36542, 251-979-3914, office@theyardmilkshakebar.com, or the Federal Trade Commission and any appropriate state regulatory agencies.

The below results are representative of all outlets we had in operation in 2021.

With respect to our Gulf Shores outlet, this was our first store and the one that has received the most press attention.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Store Location	**Franchise/Company-owned outlet**	**Date Opened (Note 1)**	**Gross Sales in 2020 (Note 2)**
Gulf Shores, AL	Company-owned	May 2017	$1,700,774.29
Austin, TX	Company-owned	June 2019	$823,272.34
Fairhope, AL	Company-owned	March 2018	$307,381.11
Panama City Beach, FL	Company-owned	June 2018	$865,393.94
D'Iberville, MS	Franchise	April 19, 2019	$539,397.80
Hattiesburg, MS	Franchise	November 5, 2019	$438,528.74
Virginia Beach, VA	Franchise	September 15, 2020	$1,661,160.44
Atlanta, GA	Franchise	July 1, 2020	$1,682,465.19
Georgetown, TX	Franchise	May 25, 2020	$831,770.16
Flowood, MS	Franchise	August 13, 2020	$631,563.96
Destin, FL	Franchise	March 19, 2021	$881,678.14
Madison, AL	Franchise	April 19,2021	$695,453.10
Phoenix, AZ	Franchise	May 10, 2021	$838,041.21
The Colony, TX	Franchise	September 24, 2021	$311,686.19
Carrolwood, FL	Franchise	October 6, 2021	$128,942.63
Vancouver, WA	Franchise	August 20, 2021	$704,438.33
Ashburn, VA	Franchise	June 7, 2021	$755,651.61
Baton Rouge, LA	Franchise	July 9, 2021	$441,494.90

Note 1: The date opened is provided because several franchised stores opened during 2021, so the Gross Sales numbers provided are for a partial year.

Note 2: As used in this Item 19, Gross Sales means the total revenue derived from the sale of goods or services, less sales tax, discounts, allowances, and returns.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2019, 2020, and 2021

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2019	0	2	2
	2020	2	6	4
	2021	6	14	8
Company Owned	2019	3	4	1
	2020	4	4	0
	2021	4	4	0
Total Outlets	2019	3	6	3
	2020	6	10	4
	2021	10	18	8

Table No. 2

Transfer of Outlets from Franchisees to New Owners (Other Than Franchisor) for Years 2019, 2020, and 2021

STATE	YEAR	NUMBER OF TRANSFEREES
Alabama	2019	0
	2020	0
	2021	0
Arizona	2019	0
	2020	0
	2021	0
Florida	2019	0
	2020	0
	2021	0
Georgia	2019	0

	2020	0
	2021	0
Louisiana	2019	0
	2020	0
	2021	0
Michigan	2019	0
	2020	0
	2021	0
Mississippi	2019	0
	2020	0
	2021	0
Ohio	2019	0
	2020	0
	2021	0
Texas	2019	0
	2020	0
	2021	0
Virginia	2019	0
	2020	0
	2021	0
Washington	2019	0
	2020	0
	2021	0
TOTAL		0

Table No. 3

Status of Franchise Outlets For Years 2019, 2020, and 2021

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN-ATIONS	NON-RENEWALS	RE-ACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
Alabama	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Arizona	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Florida	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Georgia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1

	2021	1	0	0	0	0	0	1
Louisiana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	1	1	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Mississippi	2019	0	2	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Ohio	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Texas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Virginia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
TOTAL	2019	0	2	0	0	0	0	2
	2020	2	4	0	0	0	0	6
	2021	6	8	0	0	0	0	14

Table No. 4

Status Company-Owned Outlets For Years 2018, 2019, and 2020

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS RE-ACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF YEAR
Alabama	2018	1	1	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Florida	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Texas	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	0
TOTAL	2018	1	2	0	0	0	3
	2019	3	1	0	0	0	4
	2020	4	0	0	0	0	4

Table No. 5

Projected Openings as of December 31, 2021

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR
Alabama	1	1	0
Colorado	1	1	0
Florida	6	6	0
Georgia	1	1	0
Louisiana	0	0	0
Michigan	0	0	0
Mississippi	0	0	0
Missouri	1	1	0
North Carolina	1	0	0
Ohio	2	2	0
South Carolina	1	1	0
Tennessee	1	1	0
Texas	2	2	0
Virginia	0	0	0
Total	17	17	0

No franchisees have ceased to do business within the last fiscal year or have not communicated with franchisor within 10 weeks of the application date.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with The Yard Milkshake Bar.

There is no trademark-specific franchisee organization associated with The Yard Milkshake Bar.

A list of franchisee contact information is attached at Exhibit K.

ITEM 21

FINANCIAL STATEMENTS

As noted in Item 1, we were formed in May 2018. Our fiscal year ends on December 31. We have prepared audited financial statements for 2019, 2020, and 2021 which we have attached hereto as Exhibit B.

ITEM 22

CONTRACTS

The following agreements and other required exhibits are attached to this disclosure document in the pages immediately following:

Exhibit A	List of State Agencies and Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	The Yard Franchise Agreement
Exhibit D	The Yard Manual Table of Contents
Exhibit E	The Yard Confidentiality and Non-Compete Agreement for Managers
Exhibit F	The Yard Non-Compete Agreement for Franchise Shareholders
Exhibit G	Sample Release
Exhibit H	Addendum to Lease
Exhibit I	Electronic Transfer of Funds Authorization
Exhibit J	List of Franchisees
Exhibit K	State Addenda
Exhibit L	Supplier Sheet

EXHIBIT A

List of State Agencies and Agents for Service of Process

CALIFORNIA
Department of Financial Protection and Innovation
320 West 4^{th} Street, Suite750
Los Angeles, California 90013-1105
Telephone: 1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street
Room 203
Honolulu, HI 96813

ILLINOIS
Attorney General State of
Illinois 500 South Second Street
Springfield, Illinois 62706

INDIANA
Agent for Service of Process
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

State Administrator
Securities Commissioner
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MARYLAND
Agent to Receive Process
Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

State Authority
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

MICHIGAN
Consumer Protection Division
Attn.: Franchise
670 Williams Building
Lansing, Michigan 48913

MINNESOTA
Commissioner of Commerce
Minnesota Department of Commerce
85 7^{th} Place East
Suite 500
St. Paul, Minnesota 55101

NEW YORK
Agent to Receive Process
Secretary of State
State of New York
162 Washington Avenue
Albany, New York 12231

State Administrator
New York State Department of Law
Bureau of Investor Protection and
Securities 120 Broadway, 23rd Floor
New York, New York 10271

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue
State Capital Fifth Floor
Department 414
Bismarck, North Dakota 58505
Telephone: (701) 328-4712

RHODE ISLAND
Rhode Island Department of Business Regulation
Securities Section
1511 Pontiac Avenue
John O. Pastore Center
Building 69-1
Cranston, RI 02920

SOUTH DAKOTA
Division of Securities
State of South Dakota
445 E. Capitol Avenue
Pierre, SD 57501

VIRGINIA
Agent to Receive Process
Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

State Administrator
State Corporation Commission
Division of Securities and Retail Franchise
1300 East Main Street, 9th Floor
Richmond, Virginia 23209

WASHINGTON
Director
Department of Financial Institutions Securities Division
P.O. 150 Israel Road SW
Turnwater, Washington 98501
360-902-8760

WISCONSIN
Division of Securities
Department of Financial Institutions
345 W. Washington Avenue, 4th Floor
Madison, Wisconsin 53703

EXHIBIT B

Financial Statements

EXHIBIT C

Franchise Agreement

EXHIBIT D

Manual Table of Contents

EXHIBIT E

The Yard Confidentiality and Non-Compete Agreement forManagers

MANAGEMENT CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

The undersigned The Yard Milkshake Bar Restaurant on-premises manager (“Manager”), in consideration of the access to training and confidential information he or she has received or will receive from The Yard Milkshake Bar Franchising, LLC, an Alabama limited liability company, and/or its affiliates (collectively, the “Company”) in connection with Manager’s employment with the Company’s franchisee named below (the “Franchisee”), hereby covenants and agrees as follows:

Confidentiality Agreement. Manager acknowledges that, while employed by the Franchisee, Manager has and will receive certain confidential information and knowledge concerning The Yard Milkshake Bar Restaurant business of the Company which the Company wishes to protect, including (without limitation) information, knowledge, know-how, recipes, formulae, materials, equipment, techniques, systems, and other data relating to or comprising The Yard Milkshake Bar Restaurant franchise system. Confidential information includes the Operations Manual and other materials and information supplied by Company to the Franchisee that is identified as confidential at the time of disclosure or before. Manager shall not reveal that confidential information to any other party, except the Company’s or the Franchisee’s independent public accountants, Manager’s legal counsel (if that counsel also agrees to maintain the confidentiality of the confidential information), or as otherwise required by law. Manager shall not use or disclose the confidential information at any time for the purpose of competition with the Company, its successors and assigns, or Franchisee. When Manager’s employment with Franchisee terminates for any reason, the Manager promptly shall surrender to Franchisee all papers, documents, writings and other property produced by Manager or coming into Manager’s possession by or through Manager’s employment with the Franchisee containing confidential information or related in any way to confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

Covenant Not to Compete. During the term of Manager’s employment with the Franchisee and for a period of 24 months after the termination of Manager’s employment with the Franchisee for any reason, Manager shall not engage in, directly or indirectly as a principal, agent, trustee, employee, consultant, independent contractor or through any corporation, partnership, association, or other entity, any business or be employed in a restaurant or prepared food retailer that is the same or similar to a The Yard Milkshake Bar Restaurant at any location within a 10-mile radius of any The Yard Milkshake Bar Restaurant location at which Manager worked or within a 10-mile radius of any then-existing The Yard Milkshake Bar Restaurant location.

Indemnification and Injunctive Relief. Manager shall indemnify and hold the Company and the Franchisee harmless against any losses, damages, costs, expenses, claims or actions, including attorneys’ fees and costs, proximately caused by any breach of this Agreement by Manager. Manager shall pay to the Company any compensation, profits or economic benefits realized by the Manager resulting from any breach of this Agreement. The Company shall have the right to injunctive and other equitable relief prohibiting the Manager from any violation or threatened violation of this Agreement, without posting any bond or security.

Governing Law. The laws of Alabama shall govern this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

Limitations. This is not a contract of employment and this creates no employment relationship between Manager and the Company. Manager is not a third party beneficiary of any contract between the Company and the Franchisee. Franchisee remains the sole employer of Manager and is solely responsible for the recruitment, selection, training, supervision, compensation, benefits, insurance, worker's compensation, discipline and termination of Manager. During any period of on the job training of Manager by the Company, Franchisee shall remain the sole employer of Manager and shall be responsible for controlling all aspects of Manager's employment.

Executed and delivered this______day of_________________________, 20___.

Manager:

____
Signature

____
Printed Name

Franchisee: ____

EXHIBIT F

The Yard Non-Compete Agreement for Franchise Shareholders

SHAREHOLDER CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

The undersigned The Yard Milkshake Bar Restaurant franchisee shareholder ("Shareholder"), in consideration of the access to training and confidential information he or she has received or will receive from The Yard Milkshake Bar Franchising, LLC, an Alabama limited liability company, and/or its affiliates (collectively, the "Company") in connection with Shareholder's ownership interest in the franchisee named below (the "Franchisee"), hereby covenants and agrees as follows:

Confidentiality Agreement. Shareholder acknowledges that, while it has an ownership interest in the Franchisee, Shareholder has and will receive certain confidential information and knowledge concerning The Yard Milkshake Bar Restaurant business of the Company which the Company wishes to protect, including (without limitation) information, knowledge, know-how, recipes, formulae, materials, equipment, techniques, systems, and other data relating to or comprising The Yard Milkshake Bar Restaurant franchise system. Confidential information includes the Operations Manual and other materials and information supplied by Company to the Franchisee that is identified as confidential at the time of disclosure or before. Shareholder shall not reveal that confidential information to any other party, except the Company's or the Franchisee's independent public accountants, Shareholder's legal counsel (if that counsel also agrees to maintain the confidentiality of the confidential information), or as otherwise required by law. Shareholder shall not use or disclose the confidential information at any time for the purpose of competition with the Company, its successors and assigns, or Franchisee. When Shareholder's employment with Franchisee terminates for any reason, the Shareholder promptly shall surrender to Franchisee all papers, documents, writings and other property produced by Shareholder or coming into Shareholder's possession by or through Shareholder's employment with the Franchisee containing confidential information or related in any way to confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or itsassigns.

Covenant Not to Compete. During the term of Shareholder's ownership interest in the Franchisee and for a period of 24 months after the termination of Shareholder's ownership interest in the Franchisee for any reason, Shareholder shall not engage in, directly or indirectly as a principal, owner, shareholder, member agent, trustee, employee, consultant, independent contractor or through any corporation, partnership, association, or other entity, any business or be employed in a restaurant or prepared food retailer that is the same or similar to a The Yard Milkshake Bar Restaurant at any location.

Indemnification and Injunctive Relief. Shareholder shall indemnify and hold the Company and the Franchisee harmless against any losses, damages, costs, expenses, claims or actions, including attorneys' fees and costs, proximately caused by any breach of this Agreement by Shareholder. Shareholder shall pay to the Company any compensation, profits or economic benefits realized by the Shareholder resulting from any breach of this Agreement. The Company shall have the right to injunctive and other equitable relief prohibiting the Shareholder from any violation or threatened violation of this Agreement, without posting any bond or security.

Governing Law. The laws of Alabama shall govern this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

Limitations. This is not a contract of employment and this creates no employment relationship between Shareholder and the Company. Shareholder is not a third party beneficiary of any contract between the Company and the Franchisee.

Executed and delivered this______day of_________________________, 20___.

Shareholder:

____
Signature

____
Printed Name

Franchisee: ____

By: ___________________________________

Its: ___________________________________

EXHIBIT G

Sample Release

RELEASE OF CLAIMS
THIS FORM IS SUBJECT TO CHANGE OVER TIME

For and in consideration of the agreements and covenants described below, The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Franchisor and Franchisee entered into a The Yard Milkshake Bar Franchising, LLC Franchise Agreement dated__________,__________.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Franchisor and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Franchisor.** In consideration of, and only upon full payment of $_________to Franchisor, and the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisor, for itself and for each of its affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of its past and present directors, officers, employees, attorneys, agents, assigns and representatives does hereby release and forever discharge Franchisee and each of his heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney's fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Franchise Agreement. This release does not release Franchisee from any obligations he may have under this Agreement.

5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisee, for himself and for each of his heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, does hereby release and forever discharge Franchisor and each of its respective affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of their past and present directors, officers, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney's fees), complaints, charges, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related

to the Franchise Agreement.

6. **Reservation of Claims Against Non-Settling Parties.** Franchisor and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the laws of the state of ____________________.

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated:____________________, 2022

FRANCHISOR:
THE YARD MILKSHAKE BAR FRANCHISING, LLC

By________________________________

Its________________________________

Dated:____________________, 2022

FRANCHISEE:______________________

By________________________________

Its________________________________

EXHIBIT H

Addendum to Lease

LEASE RIDER

This Lease Rider is made and entered into as of__, 20__ by and among The Yard Milkshake Bar Franchising, LLC, an Alabama limited liability corporation ("Franchisor"), __________________________, a _________("Tenant/Operator") and___, a___________("Landlord").

Recitals. Tenant/Operator and Landlord desire to enter into a lease (the "Lease") pursuant to which Tenant/Operator will occupy and finish the premises located at_______________________________(the "Premises") for use and operation of a The Yard Milkshake Bar restaurant (the "Restaurant") authorized under a Franchise Agreement to be executed between Franchisor and Tenant/Operator prior to the opening of the Restaurant (the "Franchise Agreement"). As a condition to Franchisor's approval of the Premises as the location for the Restaurant, the Tenant/Operator is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and Franchisor;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Restaurant.

(2) Landlord consents to Tenant/Operator's use and display of such proprietary marks (the "Proprietary Marks") and signs, decor items, color schemes, plans, specifications and related components of The Yard Milkshake Bar Restaurant system (the "System") as Franchisor has prescribed, and may in the future prescribe, for the Restaurant. Landlord affirms that the Lease does not prohibit the service of any menu items of the current System, based on the menu provided to Landlord.

(3) Landlord agrees to send Franchisor conformed, legible copies of any and all letters and notices sent to Tenant/Operator pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant/Operator.

(4) Franchisor shall have the right, and Landlord consents to allow Franchisor, to enter the Premises during hours when the Premises is available for tenant entry to make any modification or alteration necessary to protect The Yard Milkshake Bar Restaurant, the System and Proprietary Marks or to cure any default under the Franchise Agreement, or under the Lease, without being guilty of trespass or any other crime or tort.

(5) In the event of Tenant/Operator's default under the Lease, Franchisor may, but has no obligation, to cure the default. Franchisor shall make this determination within thirty (30) days after Franchisor receives notice of the Lease default from Landlord. If Franchisor elects to cure the default, Franchisor shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such thirty (30) day period, then Franchisor shall commence and proceed to act diligently to cure the default within such time as is reasonably necessary to cure the default.

(6) Franchisor has an option to acquire the Restaurant from Tenant/Operator if the Franchise Agreement expires or terminates. If Franchisor exercises the option, it will notify Landlord when it notifies Tenant/Operator. If Franchisor so exercises its option, or makes a different arrangement with

Tenant/Operator to acquire the Restaurant, then Landlord shall permit Tenant/Operator to assign the Lease to Franchisor or to Franchisor's affiliated assignee or designee as successor in interest ("Successor") to Tenant/Operator, which shall be obligated to assume Tenant/Operator's obligations under the Lease. Successor shall attorn to Landlord under the Lease and Landlord shall attorn to and agree not to disturb the tenancy of Successor. In such event Successor shall assume Tenant/Operator's occupancy rights, rights under any renewal or purchase options, and the right to sublease the Premises, for the remainder of the term of the Lease including any applicable renewal periods.

(7) Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or increase or accelerate rent under the Lease in connection with such assignment, or require Successor to pay any rent or other financial obligation of Tenant/Operator to Landlord arising prior to the assignment. Landlord agrees to look solely to the Tenant/Operator and its guarantors for any rents or other financial obligations owed to Landlord arising prior to such assignment. Landlord and Tenant/Operator acknowledge that Franchisor is not a party to the Lease and shall have no liability under the Lease, unless and until the Lease is assigned to, and assumed by Franchisor as Successor.

(8) Notwithstanding anything contained in this Lease Rider and in the Lease, Successor is expressly authorized, without the consent of the Landlord, to sublet the Leased Premises to an authorized System franchisee, provided such subletting is specifically subject to the terms of the Lease and further provided the franchisee expressly assumes in writing all obligations of the Lease. Franchisor agrees to notify Landlord as to the name of the franchisee within then (10) days after such subletting.

(9) Tenant/Operator shall not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor.

(10) Landlord and Tenant/Operator shall not amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing without the prior written consent of Franchisor.

(11) This Lease Rider will supersede any conflicting terms of the Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR:

THE YARD MILKSHAKE BAR FRANCHISING, LLC

By:____
Name:______________________________________
Title: ______________________________________

TENANT/OPERATOR:

____

By:____
Name:______________________________________
Title: ______________________________________

LANDLORD:

____

By:____
Name:______________________________________
Title: ______________________________________

EXHIBIT I

Electronic Transfer of Funds Authorization

TheFirst
A NATIONAL BANKING ASSOCIATION
MEMBER FDIC

ACH Debit Authorization Form

The Yard Milkshake Bar Franchising, LLC
PO Box 6779
Gulf Shores, AL 36547

I (we) hereby authorize The Yard Milkshake Bar Franchising (herein referred to as "Company") to initiate debit entries to my (our) account indicated below at the depository financial institution named below, hereinafter called "Depository", for the purpose of accomplishing the following preauthorized payment for _________ services.

Bank Name____________________ **Branch**__________________________

City __________________________ **State** _______ **Zip**_________________

Routing# ______________________ **Account#** _______________________

Amount________________________ **Day(s) of debit** __________________

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Depositor Name(s) ______________________ _______________________

Address ____

City ____________________________ **State** __________ **Zip**______________

Signature____ **Date** ____________

Signature ____ **Date**____________

*****Account holder is required to verify bank account data and attach a voided check here*****

ATTACH VOIDED CHECK HERE

EXHIBIT J

List of Franchisees

D'Iberville, MS
Lynn Hammons and Shelly Creel
3840 Promenade Pkwy Unit N02
D'Iberville, MS 39540
228-967-7537

Hattiesburg, MS
Lynn Hammons and Shelly Creel
3840 Promenade Pkwy Unit N02
D'Iberville, MS 39540
228-967-7537

Madison, AL
Rodney & Shanen Cottingham
503 Town Madison Blvd #A
Madison, AL 35758
256-325-0314

Georgetown, TX
Cheri Johnston
940 W University Ave, Suite 120
Georgetown, TX 78626
512-688-3634

Atlanta, GA
Cheri Johnston
341 Marietta St. NW
Atlanta, GA 30313
404-565-2462

Flowood, MS
Christian Ulmer*
culmer@theyardflowood.com
716-465-9366
11474 Pine Dr.
Gulf Port MS 39503

Destin, FL
Lynn Hammons and Shelly Creel
3840 Promenade Pkwy Unit N02
D'Iberville, MS 39540
228-967-7537

Ashburn, VA
Pasquale Scalise and Krista Scalise
20532 Exchange Street, Unit 103
Ashburn, VA 20147
703-852-2480

Baton Rouge, LA
Marc Couvillion and Tracy Couvillion
18303 Perkins Road East, Suite 408
Baton Rouge, LA 80710
225-427-0621

Phoenix, AZ
Scott Mills and Kendra Mills
50 W Jefferson St., Suite 120
Phoenix, AZ 85003
602-296-4473

Tampa, FL – Carrollwood
Carolina Bailes
13168 N. Dale Mabry Hwy, Unit 30
Tampa, FL 33618
813-269-4845

The Colony, TX
Anthony Dipasquale, Kelly Dipisquale, and Mario Dipisquale*
4940 TX-121 Ste. 100
The Colony, TX 75076
469-664-0027

Virginia Beach, VA
Anthony Dipasquale, Kelly Dipisquale, and Mario Dipisquale
4940 TX-121 Ste. 100
The Colony, TX 75076
469-664-0027

Vancouver, WA
Karthik Raguram and Meenali Khare
656 Waterfront Way
Vancouver, WA 98660
360-768-9076

* connotes that this franchisee has also signed an Area Development Agreement

EXHIBIT K

State Addenda

ADDENDA REQUIRED BY CALIFORNIA

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body.

Rule 310.114.1(c) requires disclosure of all the following where applicable in an addendum to the FDD:

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.

The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

a. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning transfer, termination, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

c. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

e. The franchise agreement requires binding arbitration. The arbitration will occur in Baldwin County, Alabama with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

f. The franchise agreement requires application of the laws of Alabama. This provision may not be enforceable under California law.

g. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

h. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

Item 8.A, Additional Disclosure. The following statement is added to Item 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDA REQUIRED BY HAWAII

DISCLOSURES REQUIRED BY HAWAII

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST FOURTEEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST FOURTEEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, P.O. Box 40, Honolulu, Hawaii 96813.

Item 5. Additional Disclosure. The following statement is added to Item 5:

Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR HAWAII FRANCHISEES</u>

<u>Item 8.A Additional Disclosure</u>. The following statement is added to Item 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDA REQUIRED BY ILLINOIS

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF ILLINOIS

State Cover Page, Additional RiskFactors:

4. THE FRANCHISOR HAS BEEN IN EXISTENCE FOR A SHORTPERIOD OF TIME (SINCE MAY OF 2018). THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.

Item 5, Additional Disclosure. The following statement is added to Item 5:
Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

Item 17, Additional Disclosures.

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision of the Agreement is inconsistent with Illinois law, Illinois law will control.

Except for those cases in which The Yard Milkshake Bar Franchising, LLC is entitled to the entry of temporary and permanent injunctions and orders of specific performance in accordance with the terms of the Franchise Agreement and claims of promissory fraud, all disputes must be arbitrated in the county in which The Yard Milkshake Bar Franchising, LLC's principal offices are located at the time the demand for arbitration is filed.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ____________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ______________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) The Yard Milkshake Bar Franchising, LLC will be located or operated in the State of Illinois.

2. The following sentence is added to the end of Section 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

3. The following sentence is added to the end of Section 14.H:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

4. The last sentence of Section 14.G is deleted and replaced by the following:

Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern the Franchise Agreement.

5. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

6. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

ATTEST:

By:____________________________

FRANCHISOR:
THE YARD MILKSHAKE BAR FRANCHISING, LLC

By: ________________________________

Printed Name:____________________	Printed Name: ________________________
Title:____________________________	Title: ________________________________
	Date: ________________________________

ATTEST/WITNESS:	**FRANCHISEE:**
______________________________	____________________________________
Printed Name:____________________	Printed Name: ________________________
Title:____________________________	Title: ________________________________
	Date: ________________________________

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MARYLAND

Item 1, Additional Disclosures. The following statements are added to Item 1:

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 5, Additional Disclosure. The following statement is added to Item 5:

Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated ____________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and______________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) The Yard Milkshake Bar Franchising, LLC will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 1:

Representations in the Franchise Agreement are not intended to, nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 4.B:

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Section 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

5. The following sentence is added to the end of Section 13.B:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the date of the Franchise Agreement.

6. The following sentence is added to the end of Section 14.H:

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

ATTEST:	**FRANCHISOR:** **THE YARD MILKSHAKE BAR FRANCHISING, LLC**
By:____________________	By: ____________________
Print Name:________________	Print Name: ________________
Title:____________________	Title: ____________________
	Date: ____________________
ATTEST/WITNESS:	**FRANCHISEE:**
____________________	____________________
Print Name:________________	Print Name: ________________
Title:____________________	Title: ____________________
	Date: ____________________

ADDENDA REQUIRED BY MINNESOTA

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF MINNESOTA

Item 5, Additional Disclosure. The following statement is added to Item 5:

Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

Item 13, Additional Disclosure: The following statement is added to Item 13:

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn. Stat. Sec. 80C.12, Subd.1(g).

Notice of Termination. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, The Yard Milkshake Bar Franchising, LLC will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Governing Law, Jurisdiction and Venue and Choice of Forum. The following statement is added to the cover page and Item 17:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidate damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

General Release. The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ______________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) The Yard Milkshake Bar Franchising, LLC will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 3.D:

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn. Stat. Sec. 80C.12, Subd.1(g).

3. The following sentence is added to the end of Sections 4.B and 12.B:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Franchise Agreement.

4. The following sentence is added to the end of Section 4.B:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

5. The following sentence is added to the end of Section 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

6. Section 11.C is deleted and replaced with the following:

Franchisor shall be entitled to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: (1) Franchisee's use of the Trademarks; (2) the construction and equipping of The Yard Milkshake Bar Franchising, LLC; (3) the obligations of Franchisee upon termination or expiration of this Agreement; (4) a Transfer of this Agreement, any ownership interest within or in the lease for The Yard Milkshake Bar Franchising, LLC; (5) as necessary to prohibit any act or omission by Franchisee or its employees that would constitute a violation of any applicable law, ordinance, or regulation, or which is dishonest or misleading to Franchisor and/or Franchisor's other licensees; and (6) enforcement of the provisions of Section 16.E.

7. The following sentences are added to the end of Sections 11 and 14.H:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidate damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

ATTEST:	**FRANCHISOR:** **THE YARD MILKSHAKE BAR FRANCHISING, LLC**
By:__________	By: __________
Print Name:__________	Print Name: __________
Title:__________	Title: __________
	Date: __________

ATTEST/WITNESS:	**FRANCHISEE:**
By:__________	By: __________
Print Name:__________	Print Name: __________
Title:__________	Title: __________
	Date: __________

ADDENDA REQUIRED BY NEW YORK

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK

State Cover Page, Additional RiskFactors:

5. THE FRANCHISOR HAS BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME (SINCE MAY 2018). THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparableallegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Accordingly, other than the three actions described above, no litigation is required to be disclosed in this Disclosure Document.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The Yard Milkshake Bar Franchising, LLC will not assign its rights under the Franchise Agreement except to an assignee who in The Yard Milkshake Bar Franchising, LLC's good faith and judgment is willing and able to assume The Yard Milkshake Bar Franchising, LLC's obligations under the Franchise Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ______________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) The Yard Milkshake Bar Franchising, LLC will be located or operated in the State of New York.

2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not been forceable.

3. The following sentence is added to the end of Section 4.B:

Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.

4. The following sentence is added at the end of Section 10.E:

Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

5. The following sentence is added to the end of Section 14.G:

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

ATTEST:	**FRANCHISOR:** **THE YARD MILKSHAKE BAR FRANCHISING, LLC**
By:__________________________	By: __________________________
Print Name:____________________	Print Name: ____________________
Title:_________________________	Title: _________________________
	Date: _________________________

ATTEST/WITNESS:	**FRANCHISEE:**
____________________________	____________________________
Print Name:____________________	Print Name: ____________________
Title:_________________________	Title: _________________________
	Date: _________________________

ADDENDA REQUIRED BY NORTH DAKOTA

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NORTH DAKOTA

Item 17. Additional Disclosures. The following statements are added to Item 17:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void. Any mediation or arbitration will be held at a site agreeable to all parties. The laws of the State of North Dakota will govern any dispute.

Any general release the franchisee is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability The Yard Milkshake Bar Franchising, LLC may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete upon termination or expiration of the franchise agreements are generally not enforceable in the State of North Dakota, except in certain instances as provided by law.

The Franchise Agreement includes a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure document and Franchise Agreement.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by The Yard Milkshake Bar Franchising, LLC in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorney's fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This provision shall not in any way abrogate or reduce any rights of the franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota.

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR NORTH DAKOTA FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ______________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of North Dakota; (b) Franchisee is a resident of the State of North Dakota; and/or (c) The Yard Milkshake Bar Franchising, LLC will be located or operated in the State of North Dakota.

2. The following sentence is added at the end of Section 4.B:

Notwithstanding the foregoing, any general release the Franchisee is required to assent to shall not apply to any liability Franchisor may have under the North Dakota Franchise Investment Law.

3. The following sentence is added at the end of Section 9.D.(3):

Covenants not to compete are generally considered unenforceable in the State of North Dakota.

4. The following sentence is added at the end of Section 20.B.(3): This provision shall be deleted and shall be of no force or effect.

5. The following sentence is added at the end of Sections 11.B and 14.H:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void. Any mediation or arbitration will be held at a site agreeable to all parties.

6. Section 14.G is modified to replace the word "Florida" with the words "North Dakota."

7. The following is deleted from Section 13.B:

"You and your Principals and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement" and replaced with:

"You and your Principals and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement after the applicable statute of limitations, as determined by North Dakota law, has expired."

8. The following is added at the end of Section 14.I:

In any legal action or arbitration involving a franchise purchased in the state of North Dakota, the prevailing party is entitled to recover all costs and expenses, including attorney's fees. This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota.

9. The following is added at the end of Section 14.J:

The Franchise Agreement includes a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure document and Franchise Agreement.

10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

11. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

ATTEST:	**FRANCHISOR:** **THE YARD MILKSHAKE BAR FRANCHISING, LLC**
By:______________________	By: ______________________
Print Name:______________________	Print Name: ______________________
Title:______________________	Title: ______________________
	Date: ______________________
ATTEST/WITNESS:	**FRANCHISEE:**
______________________	______________________
Print Name:______________________	Print Name: ______________________
Title:______________________	Title: ______________________
	Date: ______________________

ADDENDA REQUIRED BY RHODE ISLAND

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
<u>REQUIRED BY THE STATE OF RHODE ISLAND</u>

<u>Item 5, Additional Disclosure</u>. The following statement is added to Item 5:

Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

<u>Item 17, Additional Disclosure</u>. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR RHODE ISLAND FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ____________________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ____________________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Rhode Island; (b) Franchisee is a resident of the State of Rhode Island; and/or (c) The Yard Milkshake Bar Franchising, LLC will be located or operated in the State of Rhode Island.

2. The following sentence is added to the end of Section 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

3. The following sentence is added to the end of Sections 11 and 14.G:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

5. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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INTENTIONALLY LEFT BLANK]

ATTEST:	**FRANCHISOR:** **THE YARD MILKSHAKE BAR FRANCHISING, LLC**
By:______________________	By: ______________________
Print Name:______________________	Print Name: ______________________
Title:______________________	Title: ______________________
	Date: ______________________
ATTEST/WITNESS:	**FRANCHISEE:**
______________________	______________________
Print Name:______________________	Print Name: ______________________
Title:______________________	Title: ______________________
	Date: ______________________

ADDENDA REQUIRED BY SOUTH DAKOTA

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF SOUTH DAKOTA

Item 5. Additional Disclosure. The following statement is added to Item 5:

Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES

Item 8.A Additional Disclosure. The following statement is added to Item 8.A:

> Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDA REQUIRED BY VIRGINIA

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF VIRGINIA

State Cover Page Additional Disclosures. The following language is added as RISK FACTOR #4 to the State Cover Page:

> 4. THIS IS A DEVELOPMENT STAGE COMPANY, WHICH MAY ENTAIL ADDITIONAL RISK OF FINANCIAL LOSS."

Item 5, Additional Disclosure. The following statement is added to Item 5:

> Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

Item 17, Additional Disclosure. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for The Yard Milkshake Bar Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may be unenforceable.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR VIRGINIA FRANCHISEES

Item 8.A Additional Disclosure. The following statement is added to Item 8.A:

Item 8.A is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDA REQUIRED BY WASHINGTON

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
<u>REQUIRED BY THE STATE OF WASHINGTON</u>

<u>Item 5, Additional Disclosure</u>. The following statement is added to Item 5:

Item 5 is amended to provide that Franchisor will defer collection of all initial fees owed by franchisees to Franchisor or its affiliates until Franchisor has fulfilled its initial obligations to the franchisee.

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR WASHINGTON FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________________________ between The Yard Milkshake Bar Franchising, LLC ("Franchisor") and ______________________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

Franchisor will defer collection of all initial fees under the Franchise Agreement until the Franchisor has fulfilled its pre-opening obligations to Franchisee and the Franchisee is open for business.

ATTEST:	**FRANCHISOR:** **THE YARD MILKSHAKE BAR FRANCHISING, LLC**
By:____________________________	By: ________________________________
Print Name:_____________________	Print Name: ___________________________
Title:___________________________	Title: _______________________________
	Date: _______________________________

ATTEST/WITNESS:	**FRANCHISEE:**
_______________________________	____________________________________
Print Name:_____________________	Print Name: ___________________________
Title:___________________________	Title: _______________________________
	Date: _______________________________

EXHIBIT L
Supplier Sheet

Hershey Creamery Company

The Coca-Cola Company

Sysco Corporation

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	August 9, 2021
Virginia	April 28, 2021
North Carolina	September 30, 2021

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

RECEIPTS

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 The Yard Milkshake Bar Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 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.

Maryland, New York and Rhode Island require that The Yard Milkshake Bar Franchising, LLC gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, Washington and Wisconsin require that The Yard Milkshake Bar Franchising, LLC gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Washington requires a franchisor to deliver the disclosure document to the prospective franchisee 14 calendar days prior to payment or execution of any binding agreement.

If The Yard Milkshake Bar Franchising, 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 state agency listed on Exhibit A.

The franchisor is The Yard Milkshake Bar Franchising, LLC, located at 234 Office Park Drive, Gulf Shores, Alabama 36542. Its telephone number is 251-979-3914.

Issuance Date: April 1, 2022

The name, principal business address and telephone number of each franchise seller offering the franchise:

Logan Green
234 Office Park Drive
Gulf Shores, AL 36542
251-979-3914

Chelsea Green
234 Office Park Drive
Gulf Shores, AL 36542
251-979-3914

The Yard Milkshake Bar Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a 2021 Franchise Disclosure Document (the effective date of the Disclosure Document is identified on the State Cover Page). This Disclosure Document included the following Exhibits: A) List of State Agencies and Agents for Service of Process; B) Financial Statements; C) Franchise Agreement; D) Manual Table of Contents; E) Confidentiality and Non-Compete Agreement for Managers, F) Non-Compete for Franchise Shareholders, (G) Sample Release, H) Addendum to Lease, I) Electronic Transfer of Funds Authorization, J) List of Franchisees; K) State Addenda; L) Supplier Sheet; and Receipts.

Date:________________________________ Signed: ____

Print Name: ____________________________________

Address:____

City:_____________________________State_________________

Phone (___)_______________________Zip__________________

Date:__________________________________

Signed: ____

Print Name: ____

Address:____

City:_____________________________State_________________

Phone (___)_______________________Zip__________________

Prospective Franchisee'sCopy

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.

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Date:____________________________

Signed: ____________________________________

Print Name: _________________________________

Address:_____________________________________

City:_______________________State___________

Phone (___)______________________Zip_________________

Date:________________________________

Signed: ____

Print Name: ____

Address:____

City:___________________________State________________

Phone (___)______________________Zip_________________

Franchisor's Copy