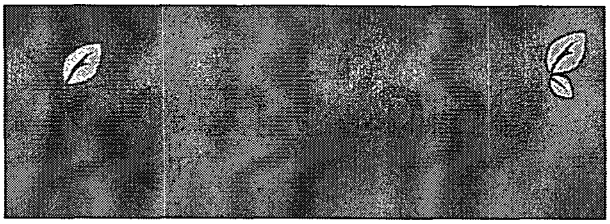
FRANCHISE DISCLOSURE DOCUMENT

Yogurtland Franchising, Inc.
a California corporation

17801 Cartwright Road
Irvine, CA 92614
Telephone: (949) 265-8000
info@yogurt-land.com
www.yogurt-land.com



Yogurtland Franchising, Inc. ("Yogurtland") franchisees will operate a store that specializes in the sale of frozen desserts and other designated food, beverage and merchandise items.

We offer two franchise programs through this disclosure document (Franchises for our traditional stores are described in a separate disclosure document.):

1. Travel Plaza Location Single Store ("Travel Plaza Location"). We offer a single store location to operate inside a travel plaza facility (typically adjacent to a tollway, freeway or interstate highway), where the Yogurtland store may offer a reduced selection of flavors and toppings available to the customer. The total estimated investment necessary to begin operation of a Yogurtland franchise for a single, interior store ranges from $210,040 to $402,211. For each Store, this includes $19,200 to $27,000 that must be paid to the franchisor or its affiliates.

2. Big Box Inside Location Single Store ("Big Box Location"). We offer a single store location to operate inside a general merchandise, big box retail store, where the Yogurtland store offers a reduced selection of flavors and toppings. The total estimated investment necessary to begin operation of a Yogurtland franchise for a single, interior store ranges from $206,440 to $373,611. For each Store, this includes $19,200 to $27,000 that must be paid to the franchisor or its affiliates.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified 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 Kimberly Bryant, at 17801 Cartwright Road, Irvine, CA 92614, Telephone: (949) 265-8000.

REDLINE

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 contracts carefully. Show your contracts and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 17, 2018 as amended on July 26, 2018.

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	REGISTRATION DATE
CALIFORNIA	April 27, 2018 as amended on ____________
HAWAII	April 28, 2018 as amended on ____________
ILLINOIS	Not Registered
INDIANA	Not Registered
MARYLAND	Not Registered
MINNESOTA	Not Registered
NEW YORK	Not Registered
NORTH DAKOTA	Not Registered
RHODE ISLAND	Not Registered
SOUTH DAKOTA	Not Registered
VIRGINIA	Not Registered
WASHINGTON	June 6, 2018 as amended on ____________
WISCONSIN	Not Registered

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of: April 17, 2018 as amended on July 26, 2018.

marketing roles with LG and Poongsan as well as consulting roles with the government in Thailand from 1998 to 2003.

Director of Finance and Accounting: Ronald Cheung, CPA

Mr. Cheung joined Yogurtland in August, 2015 and was appointed Director of Finance & Accounting in April 2017. Prior to joining us, he served as the Controller at Picoco LLC (an investment management company) from February 2013 until August 2015. Prior to that, he worked as a financial analyst, investment accounting analyst and auditor for 10 years. He was also a business owner for 13 years. Mr. Cheung is a Certified Public Accountant (CPA) licensed in California and Massachusetts.

Director of Franchise Development: Donald Spring

Mr. Spring has served as Director of Franchise Development since December 2016 in Irvine, California. Prior to that he was our Regional Director of Operations from June 2015 in Irvine, CA. Prior to joining us, he was Franchise Director for Dickey's Barbecue from February 2015 to June 2015 in Dallas, Texas. From September 2013 to February 2015 he served as Regional Director of Operations for Quiznos in Denver, Colorado. From March 2012 to September 2013 Mr. Spring was an Area Leader for El Pollo Loco in Costa Mesa, California. From December 2005 to March 2012 he served as Manager of Training and Franchise Services for Togo's Eateries in San Jose, California..

Director, Operations Services: Jessica Danielle Contreras

Ms. Contreras has served as Director, Operations Services since September 2016. Prior to joining us she was Senior Director of Operations for The Coffee Bean and Tea Leaf, a restaurant company in Los Angeles, California from July 1998 to June 2016.

Franchise Consultant: James Franks

Mr. Franks has been our Franchise Consultant since February 2018. From January 2016 and through the present, Mr. Franks has been the owner and founder of The Franks Group, a franchise consulting company in Kennedale, Texas. From September 2012 until December 2015, Mr. Franks was the Vice President of Franchise for 1-800 Flowers Franchising in Kennedale, Texas.

Development Contracts Manager: Kimberly Bryant

Ms. Bryant has been our Development Contracts Manager since April 2018. Prior to that, she was the Senior Manager of Franchising for Togo's, a restaurant company in San Jose, California from March 2016 until April 2018 and from October 2005 until March 2016, she was a Franchise Manager for Togo's.

ITEM 3
LITIGATION

Claim of Steven Mitnick

Steven Mitnick, as assignee of Central Jersey Enterprises, LLC v. Yogurtland Franchising, Inc.; United States District Court, District of New Jersey, Civil Action No. 17-00325 (FLW). On December 13, 2016, a lawsuit was commenced in New Jersey state court by Steven Mitnick ("Mitnick"), as assignee of Central Jersey Enterprises, LLC ("Central Jersey"), a former franchisee of ours, against Yogurtland Franchising, Inc. and its President, Phillip Chang, alleging breach of contract, breach of the duty of good faith and fair dealing, unjust enrichment, violations of the New Jersey Franchise Practices Act, and fraudulent inducement to contract. The state court lawsuit then was removed to the U.S. District Court for the District of New Jersey, and on August 16, 2017, the U.S. District Court granted our Motion to Compel Arbitration. The court ordered that the lawsuit be administratively terminated pending the outcome of the arbitration proceeding. ~~We have not been notified of the commencement of any related arbitration proceeding, although based on previous communications, we expect Mitnick to commence a proceeding.~~

Catherine Youngman, Chapter 7 Trustee, for Michael Haines v. Yogurtland Franchising, Inc.; United States Bankruptcy Court, District of New Jersey, Case No. 16-15573-MBK. On August 30, 2017, Catherine Youngman—the Chapter 7 Trustee ("Trustee") in the bankruptcy proceeding in regard to Michael Haines ("Haines"), commenced an action against us and Phillip Chang, our president. Haines was a member of Central Jersey (our former franchisee) and a guarantor for certain of Central Jersey's legal obligations. This case arises out of the same facts and circumstances as described above in the Mitnick matter. On June 4, 2018, the court granted our Motion to Compel Arbitration and dismissed the adversary proceeding without prejudice pending the outcome of the arbitration proceeding.

~~The lawsuit~~On July 6, 2018, Mitnick filed a Demand for Arbitration and Statement of Claim with the American Association of Arbitration ("AAA"). The Statement of Claim alleges that our development of a unit in Mt. Laurel, New Jersey was too close to Central Jersey's units, and that Central Jersey purchased the Mt. Laurel unit from us to protect the reputation of Central Jersey's business operations. Mitnick also alleges that our representatives induced Central Jersey to purchase franchises through inaccurate oral representations regarding interest from third parties in the System's development in the tri-state area and inaccurate oral representations regarding our plans for the System there that were not included in the disclosure document. The ~~lawsuit~~Statement of Claim further alleges that we breached the franchise agreements by not providing adequate marketing support to Central Jersey from the System Marketing Fund, that we unreasonably withheld the System's yogurt flavor variety and that we were unjustly enriched from franchisee purchases of required equipment and other items (even though franchisor disclosed in its disclosure documents the rebates it received from franchisee purchases). Mitnick ~~sought damages, attorneys' fees and costs as well as other unspecified relief. Franchisor categorically denies all of these allegations.Catherine Youngman, Chapter 7 Trustee, for Michael Haines v. Yogurtland Franchising, Inc.; United States Bankruptcy Court, District of New Jersey, Case No. 16-15573-MBK. On August 30, 2017, Catherine Youngman—the Chapter 7 Trustee ("Trustee") in the bankruptcy proceeding in regard to Michael Haines ("Haines"), commenced an action against us and Phillip Chang, our president. Haines was a member of Central Jersey (our former franchisee) and a guarantor for certain of Central Jersey's legal obligations. This case arises out of the same facts and circumstances as described above in the Mitnick matter. The Trustee alleges violations of the New Jersey Franchise Practices Act, breach of contract, and fraudulent misrepresentation. The Trustee seeks findings that we violated the New Jersey~~

~~Franchise Practices Act, breached the franchise agreements, and engaged in fraudulent misrepresentations that induced Haines to personally guaranty various obligations of Central Jersey. The Trustee also seeks damages in an unspecified amount.~~is seeking damages in the amount of $4,827,537.24, attorneys' fees and costs related to the arbitration, and other unspecified relief. Franchisor categorically denies all of these allegations.

Claim of Martino Investment Group, LLC

In March 2015, an arbitration proceeding was commenced in California by Claimant Martino Investment Group, LLC, a former franchisee of the System, against Yogurtland Franchising, Inc. and its President, Phillip Chang, alleging breach of contract, common law fraud, negligent misrepresentation, violations of the Illinois Franchise Disclosure Act, violations of the California Franchise Investment Law, rescission, and Unfair Trade Practices. In June 2016 the proceeding was settled, with the settlement terms providing for payment of $607,500 to Claimant, and an additional $220,000 allotted to attorneys' fees. Franchisor also obtained from the landlord a release of Claimant from all obligations under the lease of the store's premises in consideration for payment of approximately $60,000. Franchisor denied any wrongdoing or any failure to comply with any applicable laws or regulations. No final findings of fact or conclusions of law were made.

Claim of Regina Du

In September 2009, Yogurtland International, LLC was named in a putative class action, *Regina Du v. Yogurtland International*, Los Angeles Superior Court case no. BC 421198. The complaint was amended to name Yogurtland Franchising, Inc., and Yogurtland International, LLC was dismissed from the case. For the most part, the complaint was a copy of a putative class action filed against Yogurtland's competitor Pinkberry in 2007. In substance, the complaint contended that Yogurtland's product did not come from a licensed manufacturer, that it contained ingredients that made it adulterated, and that its ingredients and nutritional information were inaccurate. Unlike the Pinkberry lawsuit, the Du complaint alleged that the company improperly used product that had been previously frozen, and that it violated a California statute specifying that frozen yogurt shall contain not less than 3.5% milk fat. Furthermore, the complaint alleged technical violations of statutes, including that ingredients and nutrition information were not made available to the public. For settlement purposes only, the class was certified, and the lawsuit was settled with court approval after notice and a fairness hearing. In accordance with the court's order of January 21, 2011, as of the Final Settlement Date of April 6, 2011, the lawsuit was dismissed with prejudice. Without admitting any wrongdoing, we agreed to and did distribute from the Yogurtland Stores in California 250,000 coupons of $1.00 face value each, and to pay plaintiffs' attorneys and costs in an amount not to exceed $145,000.

Claim of John Yo, Han Sop Woo and Janet & Daniel, Inc.

John Yo, Han Sop Woo and Janet & Daniel, Inc. v. Yogurtland Franchising, Inc., Phillip Chang and Terrence Chan. (NY Supreme Court, NY County, Case No. 602933109, filed Sept. 23, 2009). Plaintiffs were the franchisee at a single location, whom we terminated for failure to pay royalties and other fees and starting a second yogurt store using our system, without telling us. They then filed this complaint. They claimed we promised to let them become a master

Provision	Section in franchise or other agreement	Summary
		we choose, and to take an assignment of the lease of the Store premises.
p. Death or disability of franchisee (all franchise agreements)	Franchise Agrmt §11.7	Surviving heirs may operate the business if they qualify within 180 days, or they may assign to an approved buyer.
q. Non-competition covenants during the term of the franchise (all franchise agreements)	Franchise Agrmt §§10.4-10.6 Non- compete & Non-disclosure Agrmt §§5 & 6	You cannot directly or indirectly operate anywhere a business similar to your franchised business. You may also not have an ownership interest in any entity which grants franchises or licenses to others to operate stores specializing in yogurt, drinks, desserts, snacks or similar foods or employ, recruit or hire any person employed or previously employed by us or our other franchisees without our or the other employer's consent. Your managers cannot compete with or engage in any competing business at your location or within three miles of any existing Yogurtland store without our written consent. ~~Additionally, your managers cannot hire, or attempt to hire, any employee of ours or other Yogurtland franchisees without our or the affected franchisee's consent.~~
r. Non-competition covenants after the franchise is terminated or expires (all franchise agreements)	Franchise Agrmt §§10.4-10.6 Non-competition and non-disclosure agrmt §§ 5-6	For 2 years following termination or expiration you cannot operate or have an interest in a competing business or have an ownership interest in any entity that grants franchises or licenses to others to operate stores specializing in yogurt, drinks, desserts or similar foods. ~~For 2 years after termination or expiration, you may not employ, recruit or hire any person employed or previously employed by us or our other franchisees without our or the other employer's consent.~~ For 2 years after your manager's employment ends for any reason, they cannot compete with or engage in any competing business at your location or within three miles of any existing Yogurtland store without our written consent. ~~For two years after end of employment, your manager cannot hire, or~~

Provision	Section in franchise or other agreement	Summary
		~~attempt to hire, any employee of ours or other Yogurtland franchisees without our or the affected franchisee's consent.~~
s. Modification of the agreement (all franchise agreements)	Franchise Agrmt §16.7	No modification is valid except in writing signed by you and us. Manuals may change at our discretion, including our Operation Manual. Manual changes are not changes to the agreement.
t. Integration/merger clause (all franchise agreements)	Franchise Agrmt §16.25	Subject to state law, nothing in the agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation (all franchise agreements)	Franchise Agrmt §§15.2 & 15.3	Except for certain claims, all disputes must be mediated before resorting to arbitration or court action. If mediation fails, the parties agree to arbitrate dispute (except for certain specified claims).
v. Choice of forum (all franchise agreements)	Franchise Agrmt §15.5	Arbitration must be in Orange County, California, subject to state law.
w. Choice of law (all franchise agreements)	Franchise Agrmt §15.1	Subject to state law, California law applies, except for a) issues of arbitration, which are governed by the Federal Arbitration Act; b) issues involving trademarks, which are governed by the Lanham Act; and c) franchise registration and disclosure issues, unless California's Franchise Investment Law would apply to those issues independently from Section 15.1 of the Franchise Agreement.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C are audited financial statements with an audit report date of March 12, 2018, consisting of balance sheets and statements of income, stockholder's equity (deficit), and cash flows as of December 31, 2017. Also included as part of Exhibit C are audited financial statements with a separate audit report dated March 10, 2017 consisting of balance sheets and statements of income, stockholder's equity (deficit), and cash flows as of December 31, 2016. The Yogurtland System was formed on November 13, 2006. Our fiscal year end is December 31.

Also attached as Exhibit C are unaudited financial statements as of June 30, 2018.

THE UNAUDITED FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

ITEM 22
CONTRACTS

Attached to this Disclosure Document are the following agreements:

Exhibit E - Franchise Agreements:

> Exhibit E-1 – Franchise Agreement (for all locations, but with E-2 Addendum for Travel Plaza and E-3 for Big Box Locations)
> Exhibit E-2 – Addendum to Franchise Agreement for Travel Plaza Locations
> Exhibit E-3 – Addendum to Franchise Agreement for Big Box Locations

Exhibit F – Authorization Agreement for Prearranged Payment
Exhibit G – Franchise Owner Photography Release
Exhibit H – Limited Construction Management Agreement
Exhibit I – Personal Guaranty
Exhibit J – Non-competition and Non-disclosure Agreement
Exhibit K – General Release
Exhibit L – Form of Sublease for Big Box Locations

ITEM 23
RECEIPTS

The receipt to this Disclosure Document is attached as Exhibit O.

EXHIBIT C

Financial Statements

YOGURTLAND FRANCHISING INC
Income Statement - Year To Date
For January 1, 2018 through June 30, 2018

	Year to Date
Gross Sales	**5,068,846**
Total Cost of Sales	**(30)**
Gross Profit	**5,068,876**
Total Labor Cost	**2,539,547**
Total Marketing Expenses	**149,683**
Total Rent & Fixed Expenses	**185,268**
Total Admiinistration & Overhea	**962,080**
Total Operating Expenses	**3,836,578**
EBITDA	**1,232,298**
Total Non-Operating Exp	**91,439**
EBT Earnings Before Tax	**1,140,859**
Total Taxes	**1,772**
NET INCOME	**1,139,087**

Certified by

Ronald Cheung, CPA
Director of Finance & Accounting

July 18, 2018

YOGURTLAND FRANCHISING INC
Balance Sheet
June 30, 2018

		Amount
ASSETS		$
	Total Current Assets	11,350,520
	Total Property and Equipment	747,182
	Total Other Assets	800,000
	Total Assets	12,897,702
LIABILITIES AND CAPITAL		
	Total Current Liabilities	8,569,313
	Total Long-Term Liabilities	2,020,000
	Total Liabilities	10,589,313
Capital		
	Common Stock	100,000
	Retained Earnings	1,069,302
	Net Income	1,139,087
	Total Capital	2,308,389
	Total Liabilities & Capital	12,897,702

Certified by
Ronald Cheung, CPA
Director of Finance & Accounting

July 18, 2018

EXHIBIT E-1

Franchise Agreement (For All Locations, But With E-2 Addendum for Travel Plaza Locations and E-3 Addendum for Big Box Locations)

9.7 Obligations After Termination. Following termination of this Agreement for any reason:

i. All renewal rights under Section 9.2 or otherwise shall be deemed to be void and of no further effect;

ii. Franchisee shall immediately cease to operate the Licensed Store and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a Store or otherwise affiliated with the Marks or System;

iii. Franchisee shall immediately stop all use of the Marks, the Manual, and all elements of the System, including all recipes, formulas, methods of operation, methods of preparation, and service of yogurt and beverage items, know-how, and trade secrets;

iv. As then requested by Franchisor, Franchisee shall immediately deliver to Franchisor all confidential materials, signs, sign-faces, sign-cabinets, marketing materials, forms, invoices, and other materials containing any Marks or otherwise identifying or relating to any Store, business, or operation that are in Franchisee's possession, custody or control. If Franchisee fails to deliver any such materials within seven (7) calendar days after demand by Franchisor, then Franchisor shall have the right to enter the premises of the Licensed Store to retrieve such materials as are located there;

v. Franchisee shall immediately pay all amounts due to Franchisor and its subsidiaries and affiliates. In the event of termination for any default, such sums shall include all damages, costs and expenses, including reasonable attorney's fees, incurred by Franchisor as a result of the default, which shall remain until paid in full, a lien in favor of Franchisor against any and all of the personal property, fixtures, equipment, and inventory of the Licensed Store at the time of default;

vi. Unless Franchisor instructs otherwise in writing at the time of termination, Franchisee shall immediately in writing notify all telephone companies and telephone directory publishers that Franchisee's rights under this Agreement have ended and that Franchisee intends to execute, and Franchisee shall execute, all instruments needed to assign and transfer to Franchisor, the right to use the phone numbers and to conduct the directory advertising used and conducted by Franchisee at or concerning the Licensed Store. If Franchisee fails to do so within seven (7) calendar days after demand by Franchisor, then Franchisee is deemed to have irrevocably appointed Franchisor as Franchisee's attorney in fact to execute such instruments on Franchisee's behalf;

vii. If Franchisor does not purchase the Licensed Store as provided in Section 9.9, then Franchisee shall immediately remove all signs and designs containing Marks from both the exterior and interior of the Store, change the exterior and interior appearance of the Licensed Store sufficiently in Franchisor's judgment to de-identify it as a Store and in other respects as Franchisor requests;

viii. Franchisee shall comply with Sections 10.4 ~~and 10.5~~; and, limited liability company, partnership, or other form of business organization affiliated with or directly or indirectly controlling Franchisee, (iii) as to each Covered Person who is an individual, the spouse, and each relative living in the same household as each such person, and (iv) each person put in charge of the Licensed Store in the capacity of manager. To the extent that a Covered Person is a party to a valid and enforceable Non-Competition and Non-Disclosure Agreement (a "**Non-Compete Agreement**") with Franchisor, that Non-Compete Agreement shall control over the terms of this Section 10.4.

(b) The phrase "**Competitive Business**" means (a) any store, manufacturer, seller, reseller, distributor, or similar business specializing or in any way emphasizing yogurt, drinks, desserts, snacks, or similar foods located anywhere, or (b) any entity that is granting franchises or licenses to others to operate one or more stores specializing in or emphasizing yogurt, drinks, desserts, snacks, or similar foods.

(c) To assist Franchisor in protecting the confidential information against intentional or inadvertent misuse, during the Term and for three (3) years after it expires without renewal or terminates, neither Franchisee nor any Covered Person shall have any interest as an owner, investor, partner, lender, director, officer, manager, employee, consultant, representative, agent, or in any other capacity in any Competitive Business. Franchisee shall take all steps necessary to assure compliance with this provision by all Covered Persons. Any violation of this Section 10.4(c) by any Covered Person shall constitute a material breach of this Agreement by Franchisee.

(d) Franchisee and each Covered Person acknowledges that the scope of the restriction in Section 10.4(c) is narrow, and does not restrict anyone from engaging in the food service business outside of the narrow scope of Section 10.4(c) or from engaging in an entire trade or profession, and that Franchisee and each Covered Person has other considerable skills, experience, and education which afford Franchisee and each Covered Person the opportunity to derive income from other endeavors and therefore the covenants in this Section 10.4 will not impose any undue hardship on Franchisee or any Covered Person.

(e) The restrictions in this Section 10.4 shall not apply to ownership of (a) securities listed on a stock exchange or traded on the over-the-counter market that represent ten percent (10%) or less of the number of shares of the class of securities issued and outstanding or (b) other Stores operated pursuant to franchise agreements with Franchisor.

(f) Each of the covenants in this Section 10.4, and each portion of them, shall be construed as independent of any other covenant or provision. If all or any portion of a covenant is unenforceable due to its scope in terms of geography, duration, or activity covered or otherwise, but could be enforced if reduced in scope, then the parties shall be bound by any lesser covenant subsumed within the terms of the covenant imposing the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10.4~~.~~

~~**10.5 Hiring**. During the term of this Agreement and for a period of two (2) years after its termination or expiration without renewal, Franchisee shall not recruit, hire or employ any person who is at that time, or was within the immediately preceding 6-month period, employed by Franchisor or by any franchisee of Franchisor, without first: a) obtaining the written consent~~

~~of the applicable employer or former employer, or b) compensating such employer or former employer in an amount equal to the employee's aggregate compensation for the then most recent three months' of actual employment by such employer or former employer~~.

10.5 ~~10.6~~ **Employee Manager Covenants**. Before permitting any manager to start employment, Franchisee shall obtain and provide to Franchisor a written agreement from that manager substantially in the form prescribed by Franchisor agreeing to be bound by the terms of this Article 10 as a Covered Person.

Article 11 TRANSFER

11.1 Assignment by Franchisor. Franchisor shall have the right to assign Franchisor's rights under this Agreement, in whole or in part, on one or more occasions, without Franchisee's consent or prior approval. Without limiting the foregoing, Franchisor may (i) assign any or all of its rights under this Agreement to a subsidiary or affiliate; (ii) sell its assets, the Marks, or the System outright to a third party; (iii) go public; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire another entity, or be acquired by another entity; or (vi) undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. This Agreement and the Franchisor's rights, interests and obligations hereunder shall inure to the benefit of any entity that succeeds to the business of the Franchisor and assumes the obligations of the Franchisor hereunder. Any such assignment by Franchisor shall constitute a release of Franchisor from obligations arising under this Agreement after the date of such transfer, and the transferee shall be liable to Franchisee as if the transferee had been an original party to this Agreement.

11.2 Franchisee Ownership; Restrictions on Franchisee Transfer.Franchisee's rights and obligations in this Agreement are personal to Franchisee. Franchisor has entered into this Agreement with Franchisee in reliance on Franchisor's perception of each Franchise Owner's individual, or as applicable the Franchise Owners' collective, character, skill, aptitude, attitude, business ability, and financial capacity, including the relative interests and titles of the Franchise Owners and officers as set forth on **Exhibit "C"** attached hereto. Accordingly, Franchisee (which for purposes of this sentence includes the Franchise Owners) shall have no right to, and shall not attempt or purport to sell, assign, encumber, or transfer (all of which are hereinafter included within the term "transfer"), in whole or in part, any of Franchisee's interest in this Agreement, the Licensed Store, the assets of the Licensed Store, or any ownership interest in Franchisee without first obtaining Franchisor's written consent which consent shall not be unreasonably withheld or delayed, so long as Franchisee meets all of the applicable conditions set forth below for the proposed transfer. Neither this Agreement nor any of the rights or interests conferred on Franchisee hereunder shall be retained by Franchisee as security for the payment of any obligation that may arise by reason of any such transfer. Except as expressly provided for herein, any attempt by Franchisee to transfer any of its rights or interests under this Agreement shall constitute a material breach of this Agreement and Franchisor shall have the right to terminate this Agreement upon written notice to the Franchisee. Franchisor shall not be bound by any attempted sale, assignment, transfer, conveyance or encumbrance in any manner whatsoever, by law or otherwise, of any of Franchisee's rights or interests under this Agreement.

RECEIPT
(Franchisee's Copy)

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF WE OFFER YOU A FRANCHISE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO US OR AN AFFILIATE OF OURS.

NEW YORK REQUIRES THAT WE GIVE 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 AND OREGON REQUIRE THAT WE GIVE YOU THIS DISCLOSURE DOCUMENT AT LEAST 10 BUSINESS DAYS BEFORE EXECUTION OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR PAYMENT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

IF WE DO NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT A TO THE DISCLOSURE DOCUMENT.

We authorize the following person to act as our franchise seller: Donald Spring, 17801 Cartwright Road, Irvine, CA 92614; 949-265-8000.

Issuance Date: April 17, 2018 as amended on July 26, 2018

YOGURTLAND authorizes Ronald Cheung, whose address is 17801 Cartwright Road, Irvine, CA 92614, to receive service of process for us; or see Exhibit A, if you are located outside California.

I received a Disclosure Document dated April 17, 2018 as amended on July 26, 2018, that included the following Exhibits:

A.	State Administrators and Agencies and Agents for Service of Process	I.	Personal Guaranty
B.	State Specific Addenda	J.	Non-competition and Non-disclosure Agreement
C.	Financial Statements	K.	General Release
D.	Franchise Application Form	L.	Form of Sublease for Big Box Locations

RECEIPT
(Franchisor's Copy)

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF WE OFFER YOU A FRANCHISE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, US OR AN AFFILIATE OF OURS.

NEW YORK REQUIRES THAT WE GIVE 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 AND OREGON REQUIRE THAT WE GIVE YOU THIS DISCLOSURE DOCUMENT AT LEAST 10 BUSINESS DAYS BEFORE EXECUTION OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR PAYMENT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

IF WE DO NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT A TO THE DISCLOSURE DOCUMENT.

We authorize the following person to act as our franchise seller: Donald Spring, 17801 Cartwright Road, Irvine, CA 92614; 949-265-8000.

Issuance Date: April 17, 2018 as amended on July 26, 2018

YOGURTLAND authorizes Ronald Cheung, whose address is 17801 Cartwright Road, Irvine, CA 92614, to receive service of process for us; or see Exhibit A, if you are located outside California.

I received a Disclosure Document dated April 17, 2018 as amended on July 26, 2018, that included the following Exhibits:

A.	State Administrators and Agencies and Agents for Service of Process	I.	Personal Guaranty
B.	State Specific Addenda	J.	Non-competition and Non-disclosure Agreement
C.	Financial Statements	K.	General Release
D.	Franchise Application Form	L.	Form of Sublease for Big Box Locations