

FEB 20 2007

YOGURTLAND

Yogurtland Franchising, Inc.
a California Corporation

10612 Shoemaker Avenue, Unit C
Santa Fe Springs, CA 90670
Telephone: (562) 944-6069

INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY THE FEDERAL TRADE COMMISSION

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CARE-FULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DO NOT RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

FEDERAL TRADE COMMISSION WASHINGTON, D.C. 20580

The Effective Date of This Offering Circular is Listed In Exhibit B.

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Yogurtland Franchising, Inc. ("Yogurtland") will grant you a franchise to use our system to operate a quick-service yogurt, smoothie and shaved-ice store. The initial franchise fee for a single store is \$30,000. The estimated initial investment to open a Yogurtland store, is between \$143,350 to \$454,650 for a non-turn key store and \$148,350 to \$464,650 for a turn key store. For a detailed explanation of your total investment, you should consult Items 5 through 7 of this Offering Circular.

WE HAVE BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME (SINCE 2006). THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN DECIDING WHETHER OR NOT TO MAKE THIS DECISION. THE SUCCESS OF YOUR FRANCHISE WILL DEPEND AMONG OTHER FACTORS ON THE QUALITY OF YOUR WORK FORCE AND THEIR DEPENDABILITY.

YOUR BUSINESS WILL BE AFFECTED BY CHANGES IN CONSUMER TASTES, DEMOGRAPHIC PATTERNS, CHANGING CHARACTER OF THE AREA WHERE YOUR CENTER IS LOCATED, COMPETITION, COSTS, GOVERNMENT REGULATIONS LIKE WAGE LEVELS, AND OTHER OPERATING COSTS.

THERE ARE CERTAIN STATE AND LOCAL FOOD HEALTH REGULATIONS REGARDING RESTAURANT OPERATION THAT YOU MUST FOLLOW.

THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION AND ARBITRATION ONLY IN CALIFORNIA. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.

THERE MAY BE OTHER RISK FACTORS CONCERNING THIS FRANCHISE.

Information about comparison of franchisors is available. Call the state administrators listed in Exhibit A or your public library for sources of information.

Registration of this franchise by a state does not mean the state recommends it or verified the information in this offering circular. If you learn that anything in the offering circular is untrue, contact the Federal Trade Commission and the administrator in your state, listed in Exhibit A.

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