

FRANCHISE DISCLOSURE DOCUMENT

Hissho International, LLC
a Delaware limited liability company
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Charlotte, North Carolina 28273
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SUSHI WITH GUSTO

We offer the franchisee the right to operate a full service sushi bar (“Full Service Sushi Bar”), satellite sushi bar (“Satellite Sushi Bar”) or Asian food bar (“Asian Food Bar”) using our distinctive system under the name “Hissho Sushi” or “Ōumi Sushi” or “Sushi With Gusto”, depending on the location.

The total investment necessary to begin operation of a Hissho Sushi, Ōumi Sushi, or Sushi With Gusto food retail unit is between \$25,550 and \$128,750. This includes \$17,050 to \$85,950 for each food retail unit, 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 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 Melanie Duscha at 11949 Steele Creek Road, Charlotte, North Carolina 28273, and (704) 926-2200.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#)”, which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. 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. 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 28, 2023**

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 C.
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 D 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 “Hissho Sushi” or “Ōumi Sushi,” or “Sushi With Gusto” Franchised 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 “Hissho Sushi” “Ōumi Sushi” or “Sushi With Gusto” franchisee?	Item 20 or Exhibit C 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. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration and/or litigation only in North Carolina. Out of state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in North Carolina than in your home state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Turnover Rate.** During the last 3 years, a large number of franchised outlets were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED
BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.
- (e) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - i.* The failure of the proposed transferee to meet the Franchisor's then-current reasonable qualifications or standards.
 - ii.* The fact that the proposed transferee is competitor of the Franchisor or Sub-franchisor.
 - iii.* The unwillingness of the proposed transferee to agree in writing to comply with all lawful

obligations.

- iv. The failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division – Franchise Section
G. Mennen Williams Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 335-7567

Despite subparagraph (f) above, we intend to enforce fully the arbitration sections contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration sections. If you acquire a franchise, you acknowledge that we will seek to enforce the arbitration sections as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration sections.

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

To simplify the language in this disclosure document (“Disclosure Document”), “we” or “us” or “our” or “Franchisor” means Hissho International, LLC. “You” or “Your” or “Franchisee” means the corporation, partnership, limited liability company, or other legal entity that buys the franchise. If you are a corporation, limited liability company, or other legal entity, each owner of the franchise entity must sign our Guaranty (see Attachment B to the Franchise Agreement), which means that all of the Franchise Agreement’s provisions will also apply to your owners, partners, officers, directors, shareholders, members and/or managers. You must create a corporation or a limited liability company to hold the rights granted by the Franchise Agreement. Throughout this Disclosure Document, whenever we refer to “company operated” Food Retail Units, we mean all Food Retail Units operated by our affiliate, Hissho Operations, LLC (“Hissho Operations”).

We are a Delaware limited liability company that was organized on March 29, 2017. We do business under the service marks and trade names “Hissho Sushi,” “Ōumi Sushi,” and “Sushi With Gusto,” and various other trademarks and/or service marks. Our principal place of business is located at 11949 Steele Creek Road, Charlotte, North Carolina 28273, and our telephone number is (704) 926-2200.

On January 1, 2021, we acquired substantially all of the assets of Sushi With Gusto, Inc., a South Carolina corporation. As part of that transaction, we acquired the rights to offer Sushi With Gusto franchises throughout the United States.

Agent for Service of Process

We authorize the respective agents for service of process as referenced in Exhibit B.

Prior Experience

We began offering franchises similar to the franchises offered by this Disclosure Document on September 6, 2013. We also offer franchisees, through a separate Franchise Disclosure Document, the right to develop and operate a sushi and wine bar that specializes in freshly prepared sushi and related Asian food products and serves craft beer and wine under the name “Hissho,” “Hissho Sushi,” “Hissho Sushi and Craft Beer Bar,” “Hissho Asian Kitchen,” or “Hissho Sushi and Wine Bar” (“Hissho Full Service”). We began offering Hissho Full Service franchises on August 18, 2020. We have not otherwise offered franchises in any other line of business and do not conduct any other kind of business. We do not maintain a sales office at any location other than our principal place of business, and do not retain the services of any sales organization, except employees of our affiliate, Lwin Family Co, LLC (referred to as “Lwin”).

Our Parent Companies

Our immediate parent company is Hissho Holdco, LLC, a Delaware limited liability company (“Holdco”), which owns 100% of the equity in us. Holdco’s parent is Hissho Parent, LLC, a Delaware limited liability company (“Parent”), which owns 100% of the equity in Holdco. The principal business address for both Holdco and Parent is 11949 Steele Creek Road, Charlotte, North Carolina 28273.

Pursuant to an agreement and plan of merger dated April 7, 2022 (the “Merger Agreement”), AIH–Hissho Sushi, LLC and American Investment Holdings LLC, sold substantially all of their ownership interest in Parent to Hissho Sushi Merger Sub, LLC (“Hissho Sub”), a Delaware limited liability company. Upon closing of the transaction and under the Merger Agreement, on May 18, 2022, Hissho Sub merged into Parent and Parent remained the surviving company. As a result of the transaction, our new ultimate parent is Hissho Sushi Holdings, LLC (“Hissho Holdings”), a newly formed Delaware limited liability company

whose principal business address is 11150 Santa Monica Boulevard, Suite 1200, Los Angeles, CA 90025. Hissho Holdings is controlled by a private equity fund managed by Brentwood Associates (“Brentwood”), a private equity firm, whose principal business address is 11150 Santa Monica Blvd., Suite 1200, Los Angeles, CA 90025.

Our Predecessors and Affiliates

We do not have any predecessors, although we were originally formed as a North Carolina limited liability company and converted to a Delaware limited liability company in 2017.

We have two affiliates, Lwin and Hissho Operations.

Lwin’s principal business address is 11949 Steele Creek Road, Charlotte, North Carolina 28273. Lwin is our designated supplier of most food items, certain types of equipment and certain services to franchisees. Lwin has not offered franchises in any line of business.

Hissho Operations’ principal business address is 11949 Steele Creek Road, Charlotte, North Carolina 28273. Hissho Operations has operated Food Retail Units under the Proprietary Marks that are similar to those offered by this Disclosure Document since November 2013. Those Food Retail Units operated by Hissho Operations are referred to as company operated Food Retail Units.

Through common control with private equity funds managed by Brentwood, we are affiliated with the franchise programs listed below. None of these affiliates have offered franchises in any line of business other than as listed below, and none of them have conducted a business similar to the Food Retail Unit at a Retail Host that you will operate:

1. Blaze Pizza, LLC (“Blaze”), a California limited liability company located at 35 N. Lake Avenue, Suite 710, Pasadena, California 91101. Blaze is the franchisor for Blaze Pizza franchises. As of December 31, 2022, there were 296 franchised and 7 company-owned Blaze Pizza restaurants in operation in the United States.
2. Simply Southern Restaurant Group, LLC (“Simply Southern”), an Alabama limited liability company located at 2839 Paces Ferry Road SE, Ste. 500, Atlanta, GA, 30339-5732. Simply Southern is the franchisor for The Chicken Salad Chick franchises. As of December 31, 2022, there were 159 franchised and 66 company-owned The Chicken Salad Chick restaurants in operation in the United States.
3. Watermill Express Franchising, LLC (“Watermill Express”), a Colorado limited liability company located at 1177 South Fourth Avenue, Brighton, Colorado 80601. Watermill Express is the franchisor for Watermill Express station franchises. As of December 31, 2022, there were 315 franchised and 944 company-owned Watermill Express stations in operation in the United States.

The Business We Offer

This Disclosure Document offers the right to develop and operate Full Service Sushi Bars, Satellite Sushi Bars and/or Asian Food Bars (collectively referred to as "Food Retail Units" or "Franchises") under the name “Hissho Sushi,” “Ōumi Sushi” or “Sushi With Gusto.” Full Service Sushi Bars and Satellite Sushi Bars are sometimes referred to collectively as “Sushi Bars.” We decide whether to offer you a Sushi Bar or an Asian Food Bar, depending upon the suitability of the facility, available square footage, the characteristics of the location, and other factors. We may offer you a single location or multiple locations over time. You will sign a Franchise Agreement to develop and operate a single location. If we offer you additional Food Retail Units and you accept, you will sign an addendum to your Franchise Agreement

authorizing operation of the additional Food Retail Units.

Food Retail Units are generally located in grocery stores, supermarkets, specialty stores, hospitals, universities, and other locations owned and operated by third-party operators (the “Retail Host”), at locations that either we select, or you propose and we approve. We, or one of our affiliates, enter into agreements with Retail Hosts to have sushi and/or Asian hot food products prepared and offered for sale at sushi counters and/or Asian hot food bars within the Retail Host locations that are branded with one of the Proprietary Marks. The name under which you operate each of your Food Retail Units will be determined by the Retail Hosts that own and operate the premises in which your Food Retail Units are located.

The right to operate and the terms of operation of a Food Retail Unit are negotiated by us, or our affiliate, directly with the Retail Host. When we franchise a Food Retail Unit to you, you must comply with the requirements of the Retail Host in all respects, including the maximum, minimum and other requirements the Retail Host establishes (as allowed by applicable law) with respect to the prices you may charge for products and services. We have no right to, and will not, establish maximum, minimum or other requirements with respect to the prices you may charge for products and services. Your right to operate a Food Retail Unit is conditional upon our right to operate a Food Retail Unit in the Retail Host, and if for any reason we, or our affiliates, lose the right to operate a location, you will also lose the right to operate a Food Retail Unit. If we lose the right to operate a particular location, we do not compensate you and we do not guaranty or promise that we will find you another location.

Our Full Service Sushi Bars, Satellite Sushi Bars, and Asian Food Bars operate using the same systems, methods and procedures, and under the same supply arrangements, regardless of the Proprietary Marks utilized in connection with its operation. So, when we refer to the “Hissho System” in the remainder of this Disclosure Document, we mean our method of operating Food Retail Units under any Proprietary Mark.

Sushi Bars (Full Service & Satellite)

Full Service Sushi Bars. Full Service Sushi Bars may require personnel to be present during all operating hours, or may be part-time sushi bars that require personnel to be present 30 to 35 hours during the operating week. The determination of whether a Full Service Sushi Bar is full-time or part-time is made by us in our discretion, and may be determined in consultation with the Retail Host. Full Service Sushi Bars offer high quality, freshly prepared sushi products which are offered for sale at competitive prices as carry out items typically for off premises consumption, or on premises consumption, depending upon the seating availability of the Retail Host location. Sushi Bars also offer for sale various packaged retail products such as bottled, branded sauces, dried seaweed, wasabi and gari.

Satellite Sushi Bar. Franchisees may also have prepackaged sushi display and merchandising cases at Retail Host locations in the vicinity of a Full Service Sushi Bar (“Satellite Sushi Bars”). Sushi is not prepared on site at a Satellite Sushi Bar but is prepared at a Full Service Sushi Bar and delivered to a Satellite Sushi Bar. Your franchise business may have only a Full Service Sushi Bar, or it may have one or more Full Service Sushi Bars and Satellite Sushi Bars. You may not obtain a Satellite Sushi Bar unless you also have a Full Service Sushi Bar. If we grant you the right to open Satellite Sushi Bars, you will prepare products at your Full Service Sushi Bar and deliver them to the Satellite Sushi Bars. If we obtain a suitable location for a Satellite Sushi Bar within the vicinity of one of your Full Service Sushi Bars, we may offer you the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If you request, and we grant you the right to open a Satellite Sushi Bar, or if we obtain a suitable location for a Satellite Sushi Bar and you accept our offer to operate and deliver sushi products to that Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement detailing the terms of your operation of the Satellite Sushi Bar. There is no initial franchise fee for a Satellite Sushi Bar.

Asian Food Bars

Asian Food Bars offer freshly prepared Asian dishes for take away, consumption off premises, and, depending on the facility, for consumption on premises. Asian Food Bars are full service food bars requiring personnel to be present during all operating hours. We may require you to operate both an Asian Food Bar with your Sushi Bar in a particular Retail Host location, at our discretion. At this time, Asian Food Bars do not prepare or serve sushi.

The Franchise Agreement

Franchisee must be a corporation, partnership, limited liability company, or other legal entity type, as approved by us. You may not sign a Franchise Agreement with us in your individual capacity or as a sole proprietorship.

Under our franchise program, you will sign a franchise agreement (the "Franchise Agreement") which grants you the right to establish and operate a Full Service Sushi Bar, or an Asian Food Bar, at a Retail Host location identified in the Franchise Agreement.

Under our satellite program, your Franchise Agreement may also grant you the right to deliver sushi to one or more Satellite Sushi Bars.

Food Retail Units operating under our brands are characterized by a system which includes distinctive layout and systems, a special selection of sushi products prepared fresh and from high grade ingredients, utilizing our procedures and preparations which may be changed from time to time; methods for operating; a training program using special course instruction, and manuals; and distinctive graphics presentations, marketing and promotional programs and materials (the "System"). We will continue to improve and develop the System and will provide you with new information and techniques as they may develop. The Sushi Bars offer a standard special selection of branded sushi products and condiments, which may change from time to time.

The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the mark "Hissho Sushi" "Ōumi Sushi" or "Sushi with Guso" that we currently designate, and may designate in writing in the future for use with the System (the "Proprietary Marks"), and certain unique trade dress, including but not limited to specific color schemes, patterns, design, decor, layout, that we now, or hereafter use in connection with the System (the "Trade Dress").

Our typical franchised Food Retail Unit will be located within a Retail Host location in an urban or suburban location, with proximity to residential areas, near or in commercial areas. Typically, we, or our affiliate, will have an agreement with the Retail Host that gives us, or our affiliates, the right to operate, or to license a third-party the right to operate, a Food Retail Unit within the Retail Host. We will give you access to the Retail Host location as part of our franchise agreement. Sushi products will be purchased through the Retail Host's cash register system. The amounts you receive are referred to as Franchise Commissions and are stated in the Franchise Agreement. After the Retail Host retains its portion of the Gross Sales, which percentage will be pre-negotiated with us, the remaining sales will be submitted to us. If the Retail Host's portion of Gross Sales increases, we may, on notice to you, reduce your Franchise Commission to reflect that increase in money retained by the Retail Host. Any additional portion of the Gross Sales that are retained by the Retail Host will be deducted from your Franchise Commissions. We then retain and deduct from your Franchise Commissions any amounts that you owe us under the terms of your Franchise Agreement, plus any amounts you owe us for fees (see Item 6), financing costs (see Item 10), amounts you owe us, or our affiliates, for purchases of food and supplies, and any other monetary obligation that you have to us, or our affiliate. All amounts that we, or our affiliate, retain are deducted from your Franchise Commissions. We will remit to you the remainder of your Franchise Commissions. If there is a negative balance to your Franchise Commissions after all deductions, then your negative balance will be carried

forward to the next month and be deducted from your next month's Franchise Commissions. We are never required to remit any funds to you until the Retail Host remits those funds to us. If occupancy costs and other costs imposed by the Retail Host are increased, this may also result in a reduction in your Franchise Commissions.

Our Food Retail Units generally use a standard design, layout, and décor. Our standard, traditional Full Service Sushi Bar occupies between approximately 50 to 300 square feet within a Retail Host location, including shared storage with the Retail Host. An Asian Food Bar is approximately 50 to 400 square feet, including shared storage area. A Satellite Sushi Bar typically occupies from approximately 2 to 25 linear feet within a cold food display case of a Retail Host location. Typically, sushi is offered for off-premises consumption, although there may be occasions that a Retail Host location may provide limited seating.

Market and Competition

The sushi business and the market for prepared Asian food is highly competitive and may be affected by changes in taste and eating habits of the public, and by local and national economic conditions. The principal basis of competition in the industry is the quality of products served, and the price of the food products offered, but name identification, ambiance, décor, site selection, speed of service, advertising, and attractiveness of facilities are also important. There is also competition for available locations within various Retail Hosts. Your competition will include other sushi bars, and retail chains of sushi bars and restaurants that offer or specialize in sushi, or Asian food, some of which may be located close to your Food Retail Unit, including national and regional chains, as well as secondary competition, including grocery stores offering prepared products and restaurants that offer sushi. Sales may be seasonally affected and may be affected generally by weather conditions and in some areas with seasonal traffic (for example, vacation areas) sales may be particularly seasonal in nature.

Each individual who owns an interest in your corporation, limited liability, or other legal entity type, must sign a guaranty (see Attachment B to the Franchise Agreement) agreeing to be bound by all the terms and conditions of the Franchise Agreement, including any amendments, and to unconditionally guarantee the payment of all liabilities incurred by you, as Franchisee, at any time, and must sign as additional signatories the Franchise Agreement.

Industry Specific Regulations

Each franchised Food Retail Unit will be subject to Federal, State, and local health inspection authorities which govern the handling of food, temperatures, and other health considerations. Federal law and regulation impose specific requirements on the handling of fresh fish products under the Hazard Analysis Critical Control Points (HACCP) program. Federal law also requires chain retail food establishments with more than 20 locations to disclose the number of calories of each standard menu item on the menu, and menu boards, make additional written nutritional information available to customers on request, and provide a statement on menu boards about the availability of additional information. In some states or municipalities, or other political subdivisions, there may be local regulations that limit foods offered for sale, or that require posting of calorie content or other nutritional information. You should investigate these laws further.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer and Member of Board of Managers: Daniel Beem

Mr. Beem has served as our Chief Executive Officer since September 2017 in Charlotte, North Carolina, and has served as a Member of our Board of Managers since September 2017.

President & Chief Financial Officer: Matthew Wilken

Mr. Wilken has served as our President and Chief Financial Officer since January 2021 in Charlotte, North Carolina. Mr. Wilken served as our CFO from April 2018 to January 2021 in Charlotte, North Carolina. From 2016 to April 2018, Mr. Wilken was the VP, Financial Planning and Analysis for Snyder's Lance, located in Charlotte, NC.

Chief Operating Officer: Brian Kiel

Mr. Kiel has served as our Chief Operating Officer since January 2021 in Charlotte, North Carolina. Mr. Kiel served as our Vice President of Operations from April 2018 to January 2021 in Charlotte, North Carolina. From August 2016 to March 2018, Mr. Kiel served as Director of Financial Analysis and Director of Operations for Massage Envy, in Phoenix, Arizona.

Chief Accounting Officer: May Vang

Ms. Vang has served as our Chief Accounting Officer since January 2021 in Charlotte, North Carolina. From July 2014 to January 2021, Ms. Vang was our Director of Finance in Charlotte, North Carolina.

Vice President of Business Development: Jay Herring

Mr. Herring has served as our Vice President of Business Development since October 2022. From July 2014 to August 2022, Mr. Herring was the Director of Sales for the Central U.S. Grocery & Foodservice division of Foster Farms in Livingston, California.

Vice President of Brand Strategy: Corey Wilde

Mr. Wilde has served as our Vice President of Brand Strategy since October 2022. Mr. Wilde served as our Vice President of Business Development from July 2019 to October 2022. From January 2018 to June 2019, Mr. Wilde was the Chief Development Officer for Togo's Eateries, LLC in San Jose, California.

Vice President of Operational Innovation: Lauren McGraw Kraemer

Ms. Kraemer has served as our Vice President of Operational Innovation since September 2020 in Charlotte, North Carolina. Ms. Kraemer served as our Sr. Director of Operational Innovation, overseeing R&D and Training since January 2019 in Charlotte, North Carolina, and prior to that Ms. Kraemer served as our Director of Training & Development between November 2017 and January 2019.

Vice President of Food Safety & Compliance: Rupesh Modi

Mr. Modi has served as our Vice President of Food Safety & Compliance since February 2022 in Charlotte, North Carolina. From June 2018 to April 2020, Mr. Modi served as the FESQA Program Lead/Food Compliance for Target in Minneapolis, Minnesota. From May 2016 to June 2018, Mr. Modi was the Global Director of Quality and Food Safety for Red River Foods Group in Richmond, Virginia.

Director of Non-Traditional Operations: John Golaszewski Jr

Mr. Golaszewski has served as our Director of Non-Traditional Operations since September 2019 in Charlotte, North Carolina. From March 2017 to September 2019, Mr. Golaszewski served as the District Manager for Orion Foods in Sioux Falls, South Dakota.

Vice President for Strategic Partnership: Conrad Larrieu

Mr. Larrieu has served as our Vice President for Strategic Partnership since January 2021 in Charlotte, North Carolina. From August 2005 to December 2020, Mr. Larrieu served as the VP of Operations for Sushi With Gusto in Charlotte, North Carolina.

Director of Franchise Relations: Hsiao Yin Wen

Ms. Wen has served as our Director of Franchise Relations since August 2019 in Charlotte, North Carolina. From June 2018 to August 2019, Ms. Wen served as our Director of Procurement. Ms. Wen served as our Director of Supply Chain since our inception, June 13, 2013, and of our affiliate, Lwin, since September 2011 in Charlotte, North Carolina.

Vice President of Supply Chain: Nick Holt

Mr. Holt has served as Vice President of Supply Chain since June 2020 in Charlotte, North Carolina, and from January 2019 to May 2020, he served as our Director of Purchasing. From March 2016 to June 2020, Mr. Holt was a partner in W&W Holdings, LLC, an entrepreneurial and advisory firm in Columbia, South Carolina.

Director of Operations (East): Myo Kyaw Thu

Mr. Thu has served as our Director of Operations (East) since July 2018 in Charlotte, North Carolina. Mr. Thu has served as our Operations Manager since our inception, June 13, 2013, and of our affiliate, Lwin, since June 2012 in Charlotte, North Carolina.

Director of Operations (West): Thomas Knight

Mr. Knight has served as our Director of Operations (West) since March 2021 in Charlotte, North Carolina. From July 2018 to March 2021, Mr. Knight served as our Operations Manager (West), and from July 2016 to March 2018, Mr. Knight served as our Regional Manager in Charlotte, North Carolina.

Vice President of Operations: Soe Naing Kyi

Mr. Kyi has served as our Vice President of Operations since December 2021 in Charlotte, North Carolina, and as our Director of Operations (West) since July 2018. Mr. Kyi served as our Operations Manager since our inception, June 13, 2013, and our affiliate, Lwin, since June 2012 in Charlotte, North Carolina.

Director of Business Development: Lovie Millican

Ms. Millican has served as our Director of Business Development since April of 2019 in Charlotte, North Carolina. From December 2016 to April 2019, Ms. Millican served as our Sales and Account Manager.

Director of Marketing: Jessica Gissal

Ms. Gissal has served as our Director of Marketing since September 2020 in Charlotte, North Carolina. From January 2018 to July 2020, Ms. Gissal served as the Sr. Global Category Marketing Manager for

Whole Foods Market. From January to December 2018, Ms. Gissal served as Marketing Director for Big Red, Inc. From January 2016 to January 2018, Ms. Gissal served as the Sr. Marketing Manager for Big Red, Inc.

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

Initial Franchise Fee

You must pay us, in a lump sum, a franchise fee (the “Initial Franchise Fee”) upon execution of the Franchise Agreement for a Food Retail Unit. The Initial Franchise Fee for a Full Service Sushi Bar is \$6,300. The Initial Franchise Fee for an Asian Food Bar is \$6,300. There is no Initial Franchise Fee for a Satellite Sushi Bar. The Initial Franchise Fee is deemed fully earned and non-refundable in consideration of administrative and other expenses incurred by us, and for our lost or deferred opportunity to franchise to others.

If you acquire other Food Retail Units from us later (Sushi Bar, Satellite Sushi Bar, or Asian Food Bar), the length of the term granted for subsequent Food Retail Units will match the length of the term remaining on the Franchise Agreement for your first Food Retail Unit. The Initial Franchise Fee payable for any additional Food Retail Units after the first Food Retail Unit depends on the term remaining on your Franchise Agreement as follows:

Number of Months Remaining on Franchise Agreement (on effective date of the addendum)	Initial Franchise Fee (for additional Food Retail Units after the first Food Retail Unit)
Between 25 and 36 months remaining	\$6,300
Between 13 to 24 months remaining	\$3,150
Less than 13 months remaining	\$1,575

If you acquire existing Food Retail Units from another franchisee, at our option, you will be required to pay either a prorated franchise fee for the remaining term under the Franchise Agreement, or a full Initial Franchise Fee for each acquired Food Retail Unit for which you receive a new Franchise Agreement with a three-year term.

During our last fiscal year, the Initial Franchise Fees that we collected ranged from a low of \$0 to a high of \$6,300.

Purchase Price for Existing Units

If you purchase an existing Food Retail Unit from our affiliate, or from another franchisee, you will have to pay for the goodwill of that existing business (representing the value of existing cash flow and relationships). Our affiliate has charged between \$0 and \$50,000 for purchase of its existing locations, but for highly successful locations, our affiliate may charge a price of up to \$150,000. This amount is separate and in addition to the Initial Franchise Fee.

Training Fees

Initial Training Fee. You are required to pay us an initial training fee of \$2,000 per person for each of the Initial Training Program for the Sushi Bar and the Initial Training Program for the Asian Food Bar, if taken separately, or an initial training fee of \$3,000 per person if the Initial Training Program for the Sushi Bar and the Initial Training Program for the Asian Food Bar are taken at the same time (“Initial Training Fee”). The costs for our training programs do not include the cost of travel, lodging, or meals to attend the required training programs. Therefore, the total training fees range between \$2,000 and \$4,000 per person, plus travel, lodging and meals.

Sushi Chef Training Fee. If any equity owners do not have sufficient sushi chef experience, he/she must have additional sushi chef training for 10 to 20 days at a location we designate. You are required to pay us an additional fee for sushi chef training of \$2,000 per person (“Sushi Chef Training Fee”).

ServSafe Training and Testing Fee. The ServSafe training and testing fee is \$300 per person for any trained person not previously certified (“ServSafe Fee”). Each Full Service Sushi Bar and Asian Food Bar is required to have at least one ServSafe certified person on duty at all times. There is a \$50 per person retesting fee if a trainee fails to pass the ServSafe test. The ServSafe Fee is payable to us prior to training and is non-refundable.

Initial Equipment and Small Wares

The initial cost of equipment and small wares are estimated to be between \$1,000 and \$15,000 for each Full Service Sushi Bar, up to \$2,000 for each Satellite Sushi Bar, and between \$1,000 and \$25,000 for each Asian Food Bar (does not include display case lease fee (if needed), or the label system (see below)). The equipment and small wares are purchased from and payable to us, Lwin, or a third-party drop ship vendor approved by us or Lwin. Any amounts paid to us or Lwin are in all cases non-refundable. We may finance a portion of your initial cost of equipment and small wares (see Item 10). In some cases, the Retail Host may already have in place some of the required equipment. We will offer certain types of equipment for purchase, such as display cases, if they are not provided by the Retail Host. In some cases, you may purchase some small wares directly from third-party vendors and not from us.

Sushi Robot

If you operate in a high-volume location, we may require you to buy a sushi robot and charge you a \$14,000 purchase fee. Pricing varies depending on distributor and financing may be available (See Item 10 “Terms”). Purchases of sushi robots are non-refundable.

Hissho Label System Terminal

You will be required to lease from us, or our affiliates, a Hissho Label System for each Full Service Sushi Bar. The Hissho Label System is currently a touch screen terminal with built in high-speed label printers with internet connectivity, designed specifically for back-of-house applications in the food service industry. You will be required to execute an Equipment Lease and Software License Agreement (see **Attachment D** to the Franchise Agreement) prior to gaining access to the Hissho Label System, and pay us, or our affiliates, a non-refundable Initial Lease Fee of \$1,500 (per Hissho Label System) in exchange for use of the Hissho Label System.

Initial Food Inventory and Supply Purchases

We estimate that the initial costs for food inventory and supply purchases will range between \$5,000 to \$25,000 for a Full Service Sushi Bar and an Asian Food Bar, and from \$1,000 to \$6,000 for a Satellite Sushi Bar. We estimate that these initial food inventory and supply purchases will be sufficient to cover the

opening of the Food Retail Unit and one-month of operations for each Full Service Sushi Bar and Asian Food Bar, and three months of operation for each Satellite Sushi Bar. You may not open a Satellite Sushi Bar without a Full Service Sushi Bar. The amount of food you will need to purchase will vary depending upon the volume of sales each Sushi Bar obtains.

Uniforms

You will need to purchase from our affiliate, Lwin, at least two sets of uniforms for your Operating Principal at the cost of \$200 per set, for a total of \$400 for your Operating Principal. You will also need to purchase at least two sets of uniforms for each additional employee at the cost of \$200 per set, for a total of \$400 for each additional employee.

Manuals

The cost for one copy of our Confidential Franchise Manual and one copy of our SSOP/HACCP Food Safety Plan Book is \$300 total (\$150 each).

Point-of-Sale and other Marketing Materials

Prior to opening your franchised business, you will be required to purchase from us Point-of-Sale and other marketing materials, including signs, banners, cards and other materials or marketing services to promote your Food Retail Unit and the brand (as appropriate). The approximate amount of initial Point-of-Sale marketing materials that you must purchase prior to opening ranges between \$300 to \$2,000 per Food Retail Unit. The estimated amounts will be paid to us as the materials are created, and the cost of services provided to you will be deducted from your Franchise Commissions.

Initial Background Check, Credit Check, and Drug Test Fee

After your application has been approved, you will be required to pay to us \$150 per person for each owner or shareholder/member of your Franchise entity for background checks, credit checks, and drug tests (the “Initial Background Check, Credit Check, and Drug Test Fee”). There is no application fee.

Local and State Business License Fees and Permits

Local and state governments may impose various business, resale, and license fees including health inspection fees or other charges. We may require you to pay the fees out of pocket for securing these licenses and permits, or we may pay them and charge you them, plus an administration fee. We estimate the cost to range from \$100 to \$5,000. If we pay these fees for you and/or provide services to assist you in obtaining business and/or health licenses, we will charge you, in addition to the costs and fees imposed by the applicable government body, a convenience fee of \$100 per license. If any other related fees are charged by business permit authorities or local health department authorities, we may pay these amounts and deduct the fees from your Franchise Commissions. In addition to the direct fees from government authorities, we may impose an additional processing and administrative fee to cover our cost of getting you in compliance. All fees are non-refundable.

General Information

All franchise fees are fully earned and non-refundable when paid. We do not require our affiliate, Lwin, to pay us franchise fees.

ITEM 6: OTHER FEES

(Column 1) Type of Fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Compensation to Franchisor	Varies by location and Retail Host. Typically, 26% of Gross Sales to Retail Host and 0% to 25% of Gross Sales to us but amounts may vary widely.	Monthly on Gross Sales for the previous month. May be deducted directly from your Franchise Commissions.	See Note 1
Brand Fund Contribution	Up to 2% of Net Sales	May be deducted directly from your Franchise Commissions.	See Note 2
Sales Inquiry Fee	\$100 per month for which sales or other financial information is requested by you	Each time a sales report is requested by you. May be deducted directly from your Franchise Commissions.	See Note 3
Ongoing food purchases, supplies, and condiments	Varies depending upon sales volume of the Food Retail Unit.	Monthly. May be deducted directly from your Franchise Commissions.	See Note 4
Monthly Food Display Case Lease Fee	\$500 per month	Each month. May be deducted directly from your Franchise Commissions.	See Note 5
Ordering Non-Compliance Fee	The difference between the amount that Food Retail Unit should have ordered to meet production needs, based on its sales volume, and the amount of your actual supply order from our affiliate.	Payable on demand. May be deducted directly from your Franchise Commissions.	This is to prevent franchisees from purchasing ingredients from unapproved sources.
Annual Point-of-Sale Marketing Material Fees	Up to \$4,000 per year per Food Retail Unit	On demand. May be deducted directly from your Franchise Commissions.	See Note 6
Transfer Fee	\$1,500 per transferred Food Retail Unit	Payable prior to approval of transfer. May be deducted from your Franchise Commissions.	See Note 7
Renewal Fee	100% of the amount of our then-current franchise fee at the time of renewal; or 50% of the amount of our then-current franchise fee if (i) you have owned and operated the franchise for three consecutive years, and (ii) there has been no change of control of ownership of the franchised business or of you.	Payable upon signing of Renewal of Franchise Agreement. May be deducted directly from your Franchise Commissions.	See Note 8
Lab Test to Examine Food	\$500 per food item test.	On demand. May be deducted directly from your Franchise Commissions.	See Note 9

(Column 1) Type of Fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Request for Approval of New Product, Supplier or Vendor	\$500 plus our out-of-pocket expenses for investigation expenses per product item or vendor.	On demand. May be deducted directly from your Franchise Commissions.	See Note 10
Annual Recurring Loan Fee for SSOP/HACCP Food Safety Plan Book	\$150 per year for each Food Retail Unit type (excluding delivery locations)	On demand. May be deducted directly from your Franchise Commissions.	See Note 11
Annual Renewal Fees for State and Local License and Permits Resale Certificates	\$100 to \$5,000 per Food Retail Unit	On demand. May be deducted directly from your Franchise Commissions.	See Note 12
Convenience Fee to obtain and/or renew State and Local Licenses and Permits Resale Certificates	\$100 per license	On demand. May be deducted directly from your Franchise Commissions.	See Note 12
Customer Satisfaction Fee	\$500 per incident, plus our costs of travel, lodging, and meals to remedy.	On demand. May be deducted directly from your Franchise Commissions.	See Note 13
Non-Compliance Fee	\$500 per incident	On demand. May be deducted directly from your Franchise Commissions.	See Note 14
Special On-Site Support Fee	\$500 per day, plus our cost of travel	On demand after on site visit or training. May be deducted directly from your Franchise Commissions.	See Note 15
Lost or Replaced Franchise Manual	\$1,000	On demand. May be deducted directly from your Franchise Commissions.	See Note 16
Additional Training Session Fee	\$200 per person per day	On demand after training provided. May be deducted directly from your Franchise Commissions.	See Note 17
Failure to attend Mandatory, Additional, and Ongoing Training Session Fee	\$250 per trainee per day	On demand. May be deducted from directly your Franchise Commissions.	See Note 18
Additional Mandatory Training for Default	\$500 per day plus our representative's travel, food and lodging cost	On demand. May be deducted directly from your Franchise Commissions.	See Note 19
Administration/Web Fee	\$100 per month	Each month. May be deducted directly from your Franchise Commissions.	See Note 20

(Column 1) Type of Fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Initial Background Check, Credit Check, and Drug Test Fee	\$150 per owner or shareholder/member	On demand after consent is given to run checks/tests on new owners.	See Note 21
Recurring Background Check Fee	\$25 per member of your personnel	If required by your Retail Host, on demand (currently once every 15 months).	See Note 21
Interest on Unpaid or Past Due Amounts Owed	8% annual interest or the highest rate permitted by law	On demand. May be deducted directly from your Franchise Commissions.	
Food Retail Unit Drop Fee	\$1,500 per Food Retail Unit discontinued by you with our approval	Upon approval by us to discontinue operations of a Food Retail Unit. May be deducted directly from your Franchise Commissions.	See Note 22
Early Termination Fee	\$4,000 per Food Retail Unit that is terminated early because of your default	On demand. May be deducted directly from your Franchise Commissions.	See Note 23
Sampling Services Fee	\$0 to \$180 per day	On demand when service is provided. May be deducted directly from your Franchise Commissions.	See Note 24
Transfer to New Entity	\$250	Upon your request to transfer. May be deducted directly from your Franchise Commissions.	See Note 25
Garnishment/Levy Fee	\$100 for each receipt of notice of garnishment or levy	On demand. May be deducted directly from your Franchise Commissions.	See Note 26
Insurance Service Fee	\$100, plus the cost of insurance	On demand. May be deducted directly from your Commissions.	See Note 27
Express Handling Fee	\$200	On demand. May be deducted from your Commissions.	See Note 28
Software License Fee (for Hissho Label System)	\$110 per month	Each month. May be deducted directly from your Franchise Commissions.	See Note 29
Data Overage Fee	\$6 per 1GB based on current market rate for data	On demand. May be deducted from your Franchise Commissions.	See Note 30
Hissho Label System Replacement Fee	\$750 per lost or damaged piece of equipment	On demand. May be deducted from your Franchise Commissions.	See Note 31
Hissho Label System - Maintenance & Technology Fees	\$150 Fee for any label machine system returned directly to the label machine servicer/manufacture; a \$1,500 Non-Return Fee (per Hissho	On demand. May be deducted from your Franchise Commissions.	See Note 32

(Column 1) Type of Fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
	Label System) if, upon expiration or termination of your Franchise Agreement, you fail to return to us the equipment and/or software associated with the Hissho Label System; a \$125 Hissho Label System Replacement Screen Fee for broken or damaged screens; and a \$30 Hissho Label System Power Cord Replace Fee for lost or damaged power cords		
Negotiated Retail Price Increase Fee	The percentage we designate of the additional Net Sales generated as a result of a Negotiated Retail Price Increase	Amounts will be retained prior to the payment of Franchise Commissions.	See Note 33
Food Invoice and Handling Fee	6% of the amount of each applicable invoice	Upon payment of the applicable invoice.	See Note 34
Annual Local and State Business License Fees & Permits	\$100 to \$1,000 per year (after initial license & permits are obtained)	On demand. May be deducted from your Franchise Commissions.	See Note 35

1. You do not receive payments from customers for the sales of goods and services from your Food Retail Units. Those payments will be made directly to the Retail Host where the Food Retail Unit is located and paid directly by the customer through the Retail Host’s POS System. As used in this Agreement, "Gross Sales" includes all revenue from the sale of all services and products related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit; except that "Gross Sales" does not include any sales taxes or other taxes collected from customers for transmittal to the appropriate taxing authority.

The percentage of sales that the Retail Host may retain as its share of Gross Sales (its “Service Commission”) is negotiated directly by us, or Lwin, with the Retail Host, and may vary among Food Retail Units. The Service Commission varies by Retail Host and location. A typical Service Commission is 26% of Gross Sales, but may range from 0% to 40% of Gross Sales. Service Commissions may fluctuate during the term of your Franchise Agreement. The amount remaining from Gross Sales after deduction of the Service Commission is referred to as “Net Sales.” In other words, the Net Sales paid by the Retail Host ranges from 60% to 100% of Gross Sales. Any additional charges or changes in cost made by the Retail Host will be passed along to you and will be deducted from your Franchise Commissions. If the Service Commissions payable to a Retail Host increase, we may, on notice to you, reduce your Franchise Commission to reflect that increase in money retained by the Retail Host.

When we receive the Net Sales from the Retail Host, we will remit to you, on a 4-week cycle (13 per year), via direct deposit electronic transfer of funds (“EFT”) into your bank account (see **Franchisee Direct Deposit Banking Authorization form attached as Attachment C** to the Franchise Agreement), the percentage of Gross Sales that we agree with you in the Franchise Agreement for each individual Food Retail Unit (your “Franchise Commissions”), but only after we perform a reconciliation by first deducting from your Franchise Commissions: (i) all amounts owed to us, including all fees listed in this Item 6; (ii)

all amounts you owe to Lwin and/or affiliated suppliers for food and supplies and other purchases made by Franchisee, and (iii) any other amounts owed to us arising from loans, financings, advances, credits or deferrals made to you by us or our affiliates. After all deductions, we will remit the remainder of your Franchise Commissions to you. If after all deductions from the Franchise Commission there remains a negative balance, the negative balance will be carried forward to the next month, and if necessary, additional subsequent months, and the negative balance shall be deducted from your next Franchise Commissions. You will not be entitled to any Gross Sales or Net Sales except, in the amount of the Franchise Commissions after all deductions.

The amounts we retain, after payment of all amounts owed to Lwin, and after amounts owed to us for fees and other charges varies, but typically ranges from 0% to 25% of Gross Sales. Lwin will deduct all amounts owed to it and we will deduct all amounts owed to us before we pay you your Franchise Commissions.

Typically, the Retail Host will make monthly payments to us, but the payment terms may vary from two week intervals up to three months between payments from the Retail Host. If we do not receive a monthly report from the Retail Host and the amount of Gross Sales is unknown, we may estimate the amount of the Gross Sales for that reporting period, and note on your account the amounts you owe us. Upon receipt of payment from the Retail Host, we will withhold those amounts you owe us for previous months' Franchise Commission. We are not required to pay your Franchise Commissions until the Retail Host pays Lwin and us. Any debits or reductions made by the Retail Host, which may include under payments from previous reporting periods, will also be deducted from your Franchise Commissions.

2. You will make a Brand Fund Contribution of up to 2% of your Net Sales each week at the same time, and in the same manner, as you pay Royalty Fees. We may increase the Brand Fund Contribution upon 30 days written notice to you.

3. If you ask for an accounting for evidence of amounts we receive from the Retail Host, or other information more detailed than what is provided to you in your monthly report, we will charge you a Sales Inquiry Fee of \$100 per month for which you request additional sales or other information. Therefore, if you ask for evidence of amounts we received from a Retail Host for a three-month period, your fee will be \$300 (\$100 per month). This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable.

4. On an ongoing basis, you may buy produce for your own account. On occasion, at our discretion, we may maintain an account at the Retail Host or other supplier of produce from which you may order. If you order on our account, you will be required to repay us, and these amounts owed may be deducted by us from your Franchise Commissions. Food purchased, supplies, condiments, third-party drop ship vendor purchases approved by us or Lwin, and the cost of freight are imposed by and payable to our affiliate Lwin (See Item 7) and are not refundable.

5. In some cases, the Retail Host may provide some of the equipment required in place. If the Retail Host does not provide a food display case, we will acquire a food display case and charge you a \$500 per month leasing cost (see Item 7).

6. We estimate an additional \$2,000 per Food Retail Unit of annual Point-of-Sale marketing materials will be provided to you during each year of operation to promote your Food Retail Unit and the brand. The maximum annual payments that you will be required to make are \$4,000 per Food Retail Unit. These estimated amounts will be paid to us as these materials are created, and cost of services provided to you will be deducted from your Franchise Commissions.

7. Payable when a request for transfer is made, alone or together with other previous, simultaneous, or proposed transfers, that would have the effect of transferring a controlling interest in your corporation, or limited liability company, or your Franchise Agreement. The fee is reimbursement for our reasonable

costs and expenses for the review of the application for a transfer. We do not allow transfer of control of your franchise entity, or your Food Retail Unit, until you have operated the Food Retail Unit for at least one year. In no case, may you transfer less than all Food Retail Units that you own, and in all cases transfer is subject to our approval. Transfer fees are imposed by us on all franchisees, are payable to us, and are not collected on behalf of, nor paid to any third-party, and are non-refundable.

8. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable.

9. To ensure food safety, we may laboratory test your food for safety, on occasion, in our discretion. Our cost to do so with an outside laboratory may be more or less than the amount we charge you, but we will charge you a flat fee of \$500 per food item. This fee is imposed by, and payable to us, and is not collected on behalf of, nor paid to any third-party except, we may incur costs from testing. All fees are non-refundable.

10. If you ask us to consider, or review, a new product as part of your Food Retail Unit, or request that we approve a vendor, supplier, or manufacturer that is not currently approved, we will charge \$500 per request, plus our out-of-pocket costs for investigation and review. Our out-of-pocket expenses will include the cost of travel for our representatives, including costs of international travel if the food vendor is located or ships from a location outside the United States. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable (see Item 8).

11. The annual recurring loan fee for the SSOP/HACCP Food Safety Plan Book, which is assembled by us and loaned to you, is \$150 per year per Food Retail Unit type (excluding delivery locations). It contains materials from vendors regarding the safety of food items as required by federal food regulation. A SSOP/HACCP Food Safety Plan Book is provided to you for every Food Retail Unit type you franchise. You will be required to return the SSOP/HACCP Food Safety Plan Book to us upon expiration or termination of your Franchise Agreement. All materials are given on loan and remain our property. All fees are payable to us and are non-refundable.

12. Local and state governments may require you to obtain various business, resale, and license fees, including health inspection fees or other charges before you can start operating your franchise, and require them to be renewed annually. We may require you to pay for these fees out-of-pocket. If we pay them on your behalf to get you in compliance, we will charge you for them, plus a Convenience Fee of \$100 per license. If any other related fees are charged by business permit authorities or local health department authorities, we may pay these amounts and deduct the fees from your Franchise Commissions. All fees are non-refundable.

13. This charge is intended to compensate us for our efforts in addressing and resolving customer complaints about your franchise by the Retail Host or your customers. This fee is imposed by, and payable to us, and is intended to cover the cost of compensation for steps taken to satisfy customers or the Retail Host, plus our cost of travel if necessary, and other steps we may take, is not collected on behalf of, nor paid to, any third-party and is non-refundable. The travel expenses that you will have to pay include our costs of transportation, lodging, meals, and any other costs incidental to the travel. This fee is not refundable.

14. This fee is charged for each incident of non-compliance of your operational obligations under the requirements, procedures or policies of the Franchise Agreement, Franchise Manual, or the SSOP/HACCP Food Safety Plan, upon notice to Franchisee, whether or not you are entitled to cure the deficiency under the Franchise Agreement. This fee is also charged to you for failure to maintain required insurance coverages, in addition to the cost of the insurance if we have to obtain the insurance for the Food Retail

Unit, and in addition to the Insurance Service Fee. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

15. If either at your request, or at the request of the Retail Host, you or an employee fail to be present as required, we may, as may be necessary to support your Food Retail Unit, provide on-site assistance. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

16. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable if you lose your Franchise Manual.

17. We provide additional training of up to four sessions per year for one or two days each. The Operating Principal, and your other equity owners, are required to attend these sessions. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable. See Item 11 for discussion of training programs provided.

18. We provide mandatory, additional, and ongoing training. If your Operating Principal, and/or any of your equity owners, fail to attend required training sessions after you begin operating your Food Retail Unit, you will be required to pay the Additional Training Session Fee. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

19. If we have notified you of a default of operating procedures or requirements under the Franchise Agreement, the Franchise Manual, or SSOP/HACCP Food Safety Plan, and you have failed to cure the operating default within the time specified in the notice of default, we may require your Operating Principal, and your other equity owners to take additional training. This fee is charged for the daily training session and not on a per person basis. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

20. This fee is paid to us for our maintenance of the Hissho web site, other web services, email system, and for the cost of providing you an email address at @hisshofranchisee.com. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

21. The Initial Background Check, Credit Check, and Drug Test Fee is collected at the time you give consent to a background check, credit check, and drug test for any of your new owners, and must be paid for each owner or shareholder/member of the franchise. We are required by certain Retail Hosts to run a background check on franchisees and their personnel every 15 months after the first year of operations. If this is required by the Retail Host, you will be charged a \$25 recurring background check fee for each member of your personnel every 15 months (the "Recurring Background Check Fee"). The Initial Background Check, Credit Check, and Drug Test Fee and Recurring Background Check Fee are imposed by and payable to us, are not collected on behalf of, nor paid to any third-party, and are non-refundable.

22. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to, any third-party and is non-refundable. This fee is payable when you seek to discontinue a particular Food Retail Unit without our approval. You do not have the right to discontinue operations of your Food Retail Unit, but if you request the right to discontinue operations, or "drop" the Food Retail Unit, and if we are able to locate a franchisee to operate the dropped Food Retail Unit and permit you to "drop" it, then you will be required to pay the Food Retail Unit Drop Fee.

23. This Early Termination Fee is payable if your Franchise Agreement is terminated before expiration of the term of your Franchise Agreement as a result of your default of the Franchise Agreement, or if you abandon or refuse to operate the Food Retail Unit before the end of the term of that Food Retail Unit provided in your Franchise Agreement. You do not have the right to discontinue operations of your Food

Retail Unit without our approval before the end of the term of your Franchise Agreement, but if you do discontinue or abandon your operation, or if your franchise right to operate your Food Retail Unit is terminated, in that case we may charge you this fee for each Food Retail Unit that is affected. In addition to this fee, you may also be required to compensate us for our damages that include travel expenses, labor, and employee cost to operate the Food Retail Unit, food products removed and unpaid and other expenses to operate the Food Retail Unit. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

24. This fee is payable based upon our cost of providing food sampling services at your location in the event you fail to provide the sampling requirements of the Retail Host. You are required to provide food samples under our "Engaged Sampling Program" that is described in the Franchise Manual. This requirement is a daily requirement, or as often as the Retail Host permits or directs. If you fail to follow the requirements of the program, we will send third-party contractors, or our employees to follow through on the "Engaged Sampling Program." If we send employees, or third-party contractors, we will charge you a fee which will include our hourly costs to pay our employee or a third-party, plus an additional charge of \$3.00 per hour per person for this service. We may provide customer sampling ourselves or use third-party contractors to provide sampling of the products your Food Retail Unit produces. All fees are non-refundable.

25. This fee is payable upon your request, if you request, to transfer or assign an interest between shareholders or members but that transfer does not constitute a change of control, if you seek a name change of a Franchisee entity, or if you transfer your interest to another entity that is wholly owned by you, all of which requirements and amounts may be modified by posting in the Franchise Manual.

26. This fee is payable upon each request we receive from a third-party seeking to levy or garnish amounts you owe to third parties. This fee is imposed by, and payable to, us and is not collected on behalf of, nor paid to, any third-party and is non-refundable.

27. If you fail to obtain the required insurance coverages, we may at our option, purchase the insurance for you. If we purchase the insurance for you, we will charge you an Insurance Service Fee, plus the cost of to obtain the insurance. The Insurance Service Fee will be \$100 for each occasion we make insurance payments on your behalf. Each time we purchase insurance for you, you will be charged the Insurance Service Fee. The Insurance Service Fee is imposed by, and payable to us and, except for the cost of the required insurance, is not collected on behalf of, nor paid to, any third-party and is non-refundable.

28. If you fail to order inventory and supplies before each Monday at 3:00 p.m., you will be charged an Express Handling Fee of \$200.

29. You will be required to pay us a monthly Software License Fee of \$110 per month for use of our customized proprietary software associated with the Hissho Label System. This fee is used for administration and maintenance of the software and limited wireless data plan associated with the label system terminal and built-in printer. This fee is imposed by, and payable to us, and is non-refundable.

30. This fee is paid to us if your wireless data usage associated with the Hissho Label System exceeds the monthly allotted limit of 100mb. This fee is imposed by, and payable to us, and is non-refundable.

31. This fee is charged to you, under our Maintenance & Technology program, for equipment that is lost or damaged beyond repair (per lost or damaged piece).

32. Under our Maintenance & Technology Program, we can charge you the following fees in regards to the Hissho Label System: a \$150 Fee for any label machine system returned directly to the label machine servicer/manufacture; a \$1,500 Non-Return Fee (per Hissho Label System) if, upon expiration or termination of your Franchise Agreement, you fail to return to us the equipment and/or software associated

with the Hissho Label System; a \$125 Hissho Label System Replacement Screen Fee for broken or damaged screens; and a \$30 Hissho Label System Power Cord Replace Fee for lost or damaged power cords.

33. We will retain the percentage that we designate of the additional Net Sales generated from a Negotiated Retail Price Increase. The term "Negotiated Retail Price Increase" means an increase in the retail sales price for food and beverage products from your applicable Food Retail Units resulting from negotiations between you and the Retail Host.

34. If you do not purchase food products from us or our affiliates, we may charge you a Food Invoice and Handling Fee up to 6% of the amount of the invoice. This fee will be added to the amount of the invoice. You will pay this fee at the same time you pay the applicable invoice.

35. Local and state governments may require you to obtain various business, resale, and license fees, including health inspection fees or other charges before you can start operating your franchise, and require them to be renewed annually. We estimate the cost of your initial local and state business license fees and permits to range between \$100 to \$5,000, and the annual cost to range between \$100 to \$1,000. We may require you to pay for these fees out-of-pocket; however, if we pay them on your behalf, we will charge you for them, plus a Convenience Fee of \$100 per license (the Convenience Fee is not included in this estimate and is charged on an as-needed basis). If any other related fees are charged by business permit authorities or local health department authorities, we may pay these amounts and deduct the fees from your Franchise Commissions. All fees are imposed by, and payable to us, and are non-refundable.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(Column 1) Type of expenditure	(Column 2) Estimated Low Amount	(Column 3) Estimated High Amount	(Column 4) Method of payment	(Column 5) When due	(Column 6) To whom payment is to be made
Initial Franchise Fee ⁽¹⁾	\$6,300	\$6,300	Lump Sum	At signing of Franchise Agreement	Us
Insurance ⁽²⁾	\$500	\$5,000	As arranged	As incurred	Insurer Carrier
Training (Initial, Sushi Chef & ServSafe) ⁽³⁾	\$3,500	\$13,300	Lump sum and as incurred	Prior to training and expenses during training	Us and suppliers of food and lodging
Professional Advisors ⁽⁴⁾	\$1,000	\$5,000	As arranged	As incurred	Attorneys and Accountants
Point-of-Sale and Other Marketing Materials ⁽⁵⁾	\$300	\$2,000	Deducted as expense before we pay amounts you earn	When delivered to you	Us, Lwin or suppliers of materials
Initial equipment & small wares ⁽⁶⁾	\$1,000	\$25,000	As arranged	As incurred	Lwin and approved suppliers
Sushi robot ⁽⁶⁾	0	\$14,000	As arranged	As incurred	Lwin and approved suppliers

(Column 1) Type of expenditure	(Column 2) Estimated Low Amount	(Column 3) Estimated High Amount	(Column 4) Method of payment	(Column 5) When due	(Column 6) To whom payment is to be made
Hissho Label System Terminal ⁽⁶⁾	\$1,500	\$1,500	As arranged	As incurred	Lwin and approved suppliers
Initial food inventory and supply purchases ⁽⁷⁾	\$5,000	\$25,000	As arranged	As incurred	Lwin
Uniforms ⁽⁷⁾	\$400	\$400	As arranged	As incurred	Lwin
Local and state business license fees and permits ⁽⁸⁾	\$100	\$5,000	As arranged	As incurred	Local Government & Regulatory Agencies and Us
Confidential Franchise Manual Loan Deposit Fee & Initial Loan Deposit SSOP/HACCP Food Safety Plan Book Fee ⁽⁹⁾	\$300	\$300	Deducted as expense before we pay amounts you earn	When delivered to you	Lwin
Initial Background Check, Credit Check, and Drug Test ⁽¹⁰⁾	\$150	\$150	As arranged	In advance as incurred	Us
Computer (hardware & software) ⁽¹¹⁾	\$500	\$800	As arranged	As incurred	Third Parties
Additional funds (3 months initial phase) ⁽¹²⁾	\$5,000	\$25,000	As arranged	As incurred	N/A
Total*	\$25,550	\$128,750			

All amounts paid to us or our affiliate Lwin are non-refundable, and amounts paid to other suppliers of services and goods as identified above are also typically non-refundable.

1. The Initial Franchise Fee for your first Food Retail Unit is \$6,300. The Franchise Fee for second and subsequent Food Retail Units are prorated depending upon the length of term remaining on the Franchise Agreement for your first Food Retail Unit. Initial Franchise Fees are discussed in Item 5.

2. The figures in the chart are estimated annual insurance expenses for a single Food Retail Unit. In some cases, you may be required to pay the entire annual premium upon entering into an insurance contract. Costs vary among different underwriters and may be based on variables including types of coverage, amounts of coverage, how long you have been in business, your financial condition, your prior risks and location of your Food Retail Units. You must obtain in advance general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual. If you fail to maintain the required insurance coverages, we may obtain the insurance and deduct it from your Franchise Commissions (see Item 6).

3. The training fees and related costs shown are for an Operating Principal of a single Sushi Bar or an Asian Food Bar. There is an Initial Training Program for Sushi Bars and a separate Initial Training Program for Asian Food Bars. Each Initial Training Program will last 10 days if taken separately. If the Initial Training Programs for a Sushi Bar and Asian Food Bar are taken at the same time, the number of training days will be adjusted to 15 days in total to avoid duplication of material. You are required to pay an Initial Training Fee of \$2,000 per person for each of the Initial Training Program for the Sushi Bar and the Initial Training Program for the Asian Food Bar, if taken separately, or an Initial Training Fee of \$3,000 per person if the Initial Training Program for the Sushi Bar and the Initial Training Program for the Asian Food Bar are taken at the same time. In addition, you will need to arrange for transportation/travel, food, and lodging for the Operating Principal and your other equity owners to be trained at our headquarters in Charlotte, North Carolina (see below for these costs). The applicable Initial Training Program(s) is/are required for the Operating Principal and each equity owner, and the Initial Training Program must be completed at our headquarters in Charlotte, North Carolina. See Item 11 for discussion of training programs provided.

If any equity owners do not have sufficient sushi chef experience, he/she must have additional sushi chef training for 10 to 20 days at a location we designate. The Sushi Chef Training Fee is an additional \$2,000 per person, plus the cost of transportation/travel, food, and lodging (see below for these costs).

The ServSafe Fee is \$300 per person for any trained person not previously certified. Each Full Service Sushi Bar and Asian Food Bar is required to have at least one ServSafe certified person on duty at all times. There is a \$50 per person retesting fee if a trainee fails to pass the ServSafe test.

The cost of all training programs will depend on the number of people trained, and the travel costs will vary by the type of accommodations you choose. We estimate the cost of transportation/travel, food, and lodging for one person to attend one 10-day Initial Training Program to be \$1,500 and for one person to attend both Initial Training Programs at the same time for 15 days total and the 10-20 day sushi chef training to be \$7,000.

4. You may need to hire an attorney to organize your entity and review your Franchise Agreement, and seek advice from an accountant to organize your business.

5. You will be required to purchase Point-of-Sale equipment, and other marketing materials including signs, banners, cards and other materials to promote your Food Retail Unit and the brand (as appropriate). The amounts shown here are the estimated amounts of the initial point-of-sale marketing materials that you must purchase prior to opening a single Food Retail Unit.

6. Initial Equipment and Small Wares. The initial cost of equipment and small wares are estimated to be between \$1,000 and \$15,000 for each Full Service Sushi Bar, up to \$2,000 for each Satellite Sushi Bar, and between \$1,000 and \$25,000 for each Asian Food Bar (does not include display case lease fee (if needed), or the label system (see below)). The equipment and small wares are purchased from and payable to us, Lwin, or a third-party drop ship vendor approved by us or Lwin. Any amounts paid to us or Lwin are in all cases non-refundable. We may finance a portion of your initial cost of equipment and small wares (see Item 10). In some cases, the Retail Host may already have in place some of the required equipment. We will offer certain types of equipment for purchase, such as display cases, if they are not provided by the Retail Host. In some cases, you may purchase some small wares directly from third-party vendors and not from us.

Sushi Robot. If you operate in a high-volume location, we may require you to buy a sushi robot and charge you a \$14,000 purchase fee. Pricing varies depending on distributor and financing may be available (See Item 10 "Terms"). Purchases of sushi robots are non-refundable.

Hissho Label System Terminal. You will be required to lease from us, or our affiliates, a Hissho Label System for each Full Service Sushi Bar. The Hissho Label System is currently a touch screen terminal with

built in high-speed label printers with internet connectivity, designed specifically for back-of-house applications in the food service industry. You will be required to execute an Equipment Lease and Software License Agreement (see **Attachment D** to the Franchise Agreement) prior to gaining access to the Hissho Label System, and pay us, or our affiliates, a non-refundable Initial Lease Fee of \$1,500 (per Hissho Label System) in exchange for use of the Hissho Label System.

7. Initial Food Inventory and Supply Purchases. We estimate that the initial costs for food inventory and supply purchases will range between \$5,000 to \$25,000 for a Full Service Sushi Bar and an Asian Food Bar, and from \$1,000 to \$6,000 for a Satellite Sushi Bar. We estimate that these initial food inventory and supply purchases will be sufficient to cover the opening of the Food Retail Unit and one-month of operations for each Full Service Sushi Bar and Asian Food Bar, and three months of operation for each Satellite Sushi Bar. You may not open a Satellite Sushi Bar without a Full Service Sushi Bar. The amount of food you will need to purchase will vary depending upon the volume of sales each Sushi Bar obtains. You may buy produce for your own account. On occasion, at our discretion, we may maintain an account at the Retail Host or other supplier of produce from which you may order. If you order on our account, you will be required to repay us, and these amounts owed may be deducted by us from your Franchise Commissions.

Uniforms. You will need to purchase from our affiliate, Lwin, at least two sets of uniforms for your Operating Principal at the cost of \$200 per set, for a total of \$400 for your Operating Principal. You will also need to purchase at least two sets of uniforms for each additional employee at the cost of \$200 per set, for a total of \$400 for each additional employee.

8. Local and state business license fees and permits. Local and state governments may impose various business, resale, and license fees including health inspection fees or other charges. This amount reflects an estimate of the costs associated with securing these licenses and permits. We may require you to pay for these fees out of pocket or we may pay them and charge you them, plus an administration fee. If we pay these fees for you and/or provide services to assist you in obtaining business and/or health licenses, we will charge you, in addition to the costs and fees imposed by the applicable government body, a convenience fee of \$100 per license. If any other related fees are charged by business permit authorities or local health department authorities, we may pay these amounts and deduct the fees from your Franchise Commissions. In addition to the direct fees from government authorities, we may impose an additional processing and administrative fee to cover our cost of getting you in compliance. These types of business permits are renewed annually or as required by the local and state authorities. All fees are non-refundable.

9. You will be given on loan, one copy of our Confidential Franchise Manual at the charge of \$150. You will also be given a copy of the SSOP/ HACCP Food Safety Plan Book at the charge of \$150 for each Food Retail Unit Type, excluding locations where you solely deliver sushi (and make none on premises).

10. After your application has been approved, you will be required to pay \$250 per person for each owner or shareholder/member of your Franchise entity for background checks, credit checks, and drug tests. There is no application fee. The estimate in the table assumes that your Operating Principal is the only owner of your Franchise. If you have additional owners, you will need to add-in their cost to this estimate.

11. You will need to purchase a laptop computer or tablet with internet capability and Microsoft Office word processing to receive and send emails using your Hissho email address, submit orders, receive monthly statements, and to order food and supplies. This estimate includes a laptop computer or tablet with current software (Microsoft Office Suite) and internet capabilities. See Item 11 for a full description of computer system hardware and software requirements. We have not included the cost of required hardware and software maintenance agreements, if any. This figure also does not include any technical support costs associated with operating the hardware or software.

12. You will need capital to support on-going and miscellaneous expenses to the extent these costs are not covered by sales revenue. We estimate that the amount shown will be sufficient to cover on-going expenses for a period of three months for a single new Full Service Sushi Bar or Asian Food Bar. The working capital needed for a new Satellite Sushi Bar may be less, but you are eligible for a Satellite Sushi Bar only if you have a Full Service Sushi Bar also. These are only estimates, however, and there is no assurance that additional working capital will not be necessary during the first three months or thereafter.

13. We relied upon the experience of our Food Retail Units and knowledge of others' practices in the industry. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

You must purchase for your franchised business certain products (including food items and ingredients), retail items, materials, supplies, equipment, and services that only we authorize under the specifications and standards that we periodically establish either in our Franchise Agreement, Confidential Franchise Manuals, or other notices we send to you. We can require you to purchase these and other goods and services that we designate only from us, our affiliates, or from suppliers we choose. If we set standards and any specifications or requirements for any products and services or suppliers, then you can only use/offer suppliers, products and/or services that meet those requirements.

Formulae for specially formulated pre-prepared mixes or condiments are not available to you or other franchisees. Standards and specifications for other food and paper products are not uniformly issued to franchisees but are available for specific products upon a franchisee's written request to us. We determine the standards and specifications for those food and packaging products, sometimes in consultation with suppliers, to assure our desired quality of ingredients, size, flavor and appearance and our desired quantities for each product. We formulate and modify standards and specifications through consumer research and internal product testing.

Collectively, the purchases and leases described in this Item 8 are approximately 100% of your overall purchases and leases in establishing the franchised Food Retail Unit and 100% of your overall purchases and leases in operating the franchised Food Retail Unit.

Site/Location of Your Franchised Business

The Franchised Business may either be located at a site that we select or at a site that you propose for our prior written approval. We or our affiliate will typically secure locations in Retail Host locations by agreement with the applicable Retail Host. The Retail Host is usually a retail or grocery store location in which the Food Retail Unit is located. If you secure your own location, you must obtain our written approval of the terms of any lease or other agreement, which approval we may condition upon the lease or other agreement being in a form satisfactory to us and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that you assign the lease or other agreement to us at our option either in advance or upon expiration or termination of the Franchise Agreement). Leases must be bona fide and provide financial terms consistent with those prevalent in the area.

If our, or our affiliate's rights expire, or are terminated with respect to your Food Retail Unit for any reason, your right to operate a Food Retail Unit will also terminate. If your rights are terminated, we do not have any obligation to replace your location or to offer another Food Retail Unit to you.

If we obtain a location suitable for operating a Satellite Sushi Bar within the vicinity of your Full Service

Sushi Bar, we may offer you the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If you request, and we grant you the right to open a Satellite Sushi Bar, or if we obtain a suitable location for a Satellite Sushi Bar and you accept our offer to operate and deliver sushi products to that Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement detailing the terms of your operation of the Satellite Sushi Bar.

Computer Equipment (hardware & software)

Except for our required Hissho Label System terminal with customized proprietary software, you are not required to use a particular POS system or particular computer hardware or software systems; however, you are required to purchase a laptop computer or tablet with internet capability and Microsoft Office Suite word processing to receive and send emails using your Hissho email address, submit orders, receive monthly statements, and to order food and supplies. See Item 11 for a full description of computer system hardware and software requirements. If you opt not to make your orders electronically, you may complete your order forms and fax them to us or Lwin. You will be required to receive communication from us on a variety of subjects on an ongoing basis by email. We provide you with an email address in our system which uses “@hisshofranchisee.com” which you must use, and we use to communicate with you. The email accounts that we provide to you will, at all times, be the property of Hissho International, LLC. We will have unfettered access to read, review, retain, catalog, and utilize such emails, including email messages, attachments, and other materials associated therewith for any business purpose. We charge you an Administration/Web Fee of \$100 per month per email address to maintain such email addresses. The Administration/Web Fee is described in Item 6.

Required and Approved Suppliers

We may designate one supplier or vendor, which may be us or one of our affiliates, for any products (including food items, ingredients, equipment, furnishings, supplies, materials, and other items) or services at any time upon written notice to you. Once designated, you will be required to utilize that supplier or vendor exclusively for the applicable products or services.

If we haven't designated a supplier or vendor for a particular product or service to be used or offered for sale at the Food Retail Units or in connection with the operation of your Franchise, you must purchase the product or service solely from suppliers and vendors (including manufacturers, distributors, brokers, agents, and other sources) who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items or services; who possess adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved by us in writing and not thereafter disapproved. In order to maintain quality and uniformity of flavor and type of sushi, you must purchase sushi products only from the suppliers we designate.

Currently, our affiliate, Lwin, is the only approved distributor of most food items to be used or offered for sale at the Food Retail Units, and an approved supplier of other products consumed in Food Retail Unit operations. Lwin negotiates with high quality providers of sushi grade fish and other food items, condiments, utensils and supplies. One or more of our officers own an interest in Lwin, and none of our officers own an interest in any designated third-party supplier to the franchise network.

The cost of distribution of food items, ingredients, equipment, furnishings, supplies, materials, and other items from approved vendors may vary among Franchisee owned Food Retail Units and company operated Food Retail Units. These variations in cost of distribution may be due to various factors, including the geographic proximity of your Food Retail Unit to the supplier's distribution center, varying costs charged by transport companies, the number of deliveries scheduled to your area each week or month and actual transportation costs.

Approval of Alternative Suppliers

If you desire to purchase products from other than approved suppliers or distributors, you must submit, or have the proposed supplier submit, to our principal place of business a written request for approval, together with such evidence of conformity with our specifications as we may reasonably require. We will have sole discretion to determine whether the proposed supplier or vendor will be approved.

We will have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing, either to us, or to an independent testing facility designated by us. You or the supplier must pay to us a charge of \$500 per product item plus our out-of-pocket costs for evaluation and testing. Out-of-pocket costs include costs of travel that we estimate to be \$3,000, for our representatives to review and assess the quality of the product, the production facilities, and to investigate financial capability, credit and reputation within the United States. If the supplier has facilities or imports food from outside the United States, the cost of international travel will be greater. If the review involves product testing, we estimate the cost to be an additional \$3,000. We estimate the time necessary to approve a supplier after receipt of all necessary information to be 30 to 60 days. We will, within 90 days after your request, notify you of our approval or disapproval of the proposed supplier or vendor. You must not sell or offer for sale any products or services of the proposed supplier or vendor until you receive our written approval of the proposed supplier or vendor. You must use products purchased from approved suppliers solely for the purpose of operating the franchised Food Retail Unit and not for any other purpose. When a supplier is approved, we may require annual or more frequent reviews of the supplier, their facilities, processes, and finances.

Our criteria for supplier approval include: (a) adequate quality controls assuring ability to consistently produce product of desired quality in flavor, size, appearance and texture; (b) sufficiently high sanitation rating of facility producing product; (c) financial stability; (d) ability to consistently and promptly produce desired quality and quantity of product; (e) full compliance with all government regulations and specifications; (f) positive reputation in the community and ethical operation of organization; and (g) competitive pricing.

You must permit us or our agent, at any reasonable time, to remove samples of food or non-food items from your inventory, or from the Food Retail Units, without payment, in amounts reasonably necessary for testing by us in independent laboratories, to determine whether the samples meet our then current standards and specifications. You must bear the cost of such testing if the supplier of the item has not previously been approved by us, or if the sample fails to conform to our specifications.

We may revoke our approval of particular products or suppliers if we determine, in our sole discretion, that those products or suppliers no longer meet our standards. Upon your receipt of notice of such revocation, you must stop selling any disapproved products and stop purchasing from any disapproved supplier.

Advertising Specifications

You will be required to purchase your initial and ongoing supply of Point-of-Sale marketing materials exclusively from us, as otherwise described in this Disclosure Document.

Revenue from Franchisee Purchases

During our 2022 fiscal year, (a) we had total revenues of \$29,585,069 of which \$4,699,504 or 15.9% was derived from required franchisee purchases or leases; and (b) our affiliate Lwin had total revenues of \$85,313,085 of which \$78,034,345 or 91.5% of its total revenues were obtained from Franchisees in the following amounts: \$71,971,821 from the sale of food and supplies, and \$6,062,524 for services and fees and other sums received. The sources of the amounts directly following (a) are summarized and derived from amounts included in the audited financial statements, and the sources of the amounts directly following (b)

are from the internal financial statements of our affiliate.

Insurance Specifications

You must obtain, in advance, general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate, \$2 million business auto liability; worker’s compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual. If you fail to maintain the required insurance coverages, we may obtain the insurance and deduct it from your Franchise Commissions (see Item 6).

Cooperatives

There are no purchasing or distribution cooperatives.

Negotiated Prices

Our affiliate Lwin negotiates arrangement with suppliers, including price terms, for the benefit of franchisees as follows: (a) Lwin bargains with the various suppliers of ingredients and products used in the Food Retail Units to get the best pricing possible while maintaining the quality of menu offerings, and (b) if Lwin achieves cost savings due to decreases in market prices or other factors, Lwin may decrease the prices charged to Franchisees. However, Lwin also earns a profit on its distribution of ingredients and products to Franchisees.

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described above.

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 Agreement	Disclosure Document Item
a.	Site selection/acquisition lease	Franchise Agreement Sections 5.A., B., C., and D.	Items 7, 8, 11 and 12
b.	Pre-opening purchase/ leases	Franchise Agreement Sections 6. A.; 7.A., B., D., H. K., O.	Items 7 and 8
c.	Site development and other pre-opening requirements	Franchise Agreement Section 5.	Items 7, 8 and 11
e.	Opening	Franchise Agreement Section 7.	Item 11
f.	Fees	Franchise Agreement Sections 2.B.(1) and (7), 3.A., 4, 7.H.(5), J. and N., 7. D and E., 8. B., 14.B.(3)(f) and (j), C.(1) and F., 15. G., 16. E., F., 17. F., 20.C., 26. E.; Training and Confidentiality Agreement, Section 2.	Items 5, 6, 7 and 11
g.	Compliance with standards and policies/ operating manual	Franchise Agreement Sections 2. B.(3), 3. A. and E., 4. D., 5. A., 7 D.(1) and (2), G. – J., and N., 8. A. and B., 9., 9. A. and D., 12. F., 13.B, 14.E., 15.B.(4) and (7), and, 16. C.	Items 8, 11 and 14

	Obligation	Section in Agreement	Disclosure Document Item
h.	Trademarks and proprietary information	Franchise Agreement Sections 7. K., 8, 9. A., 10. A. and B., 15.B.(2) and (6) and C.(5), 16. B D. and 17 A.(1)(a)	Items 8, 13 and 14
i.	Restrictions on products/services offered	Franchise Agreement Section 7. H.(3) and K.	Items 8 and 16
j.	Warranty and customer service requirements	Franchise Agreement Sections 7., 21.B. and 27.A	Item 11
k.	Territorial development and sales quotas	Franchise Agreement Sections 1 and 5.	Item 12
l.	Ongoing product/service purchases	Franchise Agreement Section 7.E. O.	Items 8 and 16
m.	Maintenance, appearance and remodeling requirements	Franchise Agreement Sections 2.B.(3), 7.H.(1) and (6), and L. M., 14.B.(3)(g), 15.B.(12), C.(3), and F., and 16. A	Item 8
n.	Insurance	Franchise Agreement Section 13.	Item 7
o.	Advertising	Franchise Agreement Sections 3.C. and D., 4.B. and C, 7.K., 8. B.(2) and (3), and 12.	Items 6, 7 and 11
p.	Indemnification	Franchise Agreement Section 20.C.	None
q.	Owner's participation/management/staffing	Franchise Agreement Sections 7. C., D.(1) and F., 17.A.(1)(b) and 24. B.	Items 11 and 15
r.	Records/reports	Franchise Agreement Sections 4. D.(11) and G.11. and 12. C. 15,B(5).	Items 6 and 11
s.	Inspections and audits	Franchise Agreement Sections 3.F., 4.D.(12) and (13), 7. J. and N., 11.C. and D.	Items 6 and 11
t.	Transfer	Franchise Agreement Sections 2.B.(10), 6.A.(5), 14., 15.B.(3)	Item 17
v.	Post termination obligations	Franchise Agreement Sections 8.B.(5), 10.B., and 16.	Item 17
w.	Non-competition covenants	Franchise Agreement Section 17 and Attachments "E" and "F" to the Franchise Agreement. Training and Confidentiality Agreement, Section 7.	Items 14 and 17
x.	Dispute resolution	Franchise Agreement Sections 4.D.(8), 8.B.(9) and D., 9., 10.C., 14.D., 17. E., 19.B. and D., 25, and 26. Training and Confidentiality Agreement, Section 12.	Item 17
y.	Taxes, permits and indebtedness	Franchise Agreement Section 19.	None
z.	Requirements to exercise right of first refusal	None	None
aa.	Releases	Franchise Agreement Sections 2.B.(8), 14.B.(3)(c), and 17.E; Training and Confidentiality Agreement, Section 5.	None
bb.	Use of premises	Franchise Agreement Section 5.A., 5.B., 7.E., 15.B.(8), E. and G., and 16.A.	Item 16
cc.	Independent contractor	Franchise Agreement Section 20.	None
dd.	Shareholder or member guarantee obligations	Franchise Agreement Section 6.A.(6); Attachment "B" of Franchise Agreement.	Item 15

ITEM 10: FINANCING

We do not offer direct or indirect financing, except as described below.

We do not guarantee your note, lease or obligations, but in most cases we provide the location for your Food Retail Unit either directly or through Lwin, and we or Lwin will undertake contractual obligations to the Retail Host in order to secure the location in which you will operate your Franchised Business. We do not lease the location to you, but we grant you the right to operate the Franchised Business at the location through the Franchise Agreement. You do not pay us or our affiliate lease payments but you pay us other fees that are described in Item 6, and the Franchise Agreement (see Section 4). The Franchise Agreement must be signed and joined by each of your shareholders or members, and obligations under the Franchise Agreement must be guaranteed by each of your shareholders or members signing our **Guaranty** (see **Exhibit E** of this Disclosure Document).

In our discretion we may offer financing for some or all of the following:

Item Financed	Amount Financed	Cash Down Payment	Term	Annual Percentage Rate (as of date of this FDD)
Loan Advance ⁽¹⁾	From \$1,000-\$2,500	N/A	3 Months	None
Initial Food Inventory and Point-of-Sale Materials Purchase ⁽²⁾	Up to \$25,000	N/A	2 - 6 months	None
Initial Equipment and Small wares ⁽³⁾	Up to \$25,000	N/A	2 - 6 months	None

1. In our discretion, we may provide a loan advance (“Loan Advance”) for up to three months after you have commenced operations of your Food Retail Unit. Any Loan Advance we make is entirely in our discretion. To be eligible for a Loan Advance you must be operating for at least 60 days and the sales of all your Food Retail Units must be less than \$2,500 per week. We will deduct payments on Loan Advances from your Franchise Commissions.

2. In our discretion, we may finance the payment of part of your initial food inventory (see Item 7) purchase from our affiliate, Lwin, for up to six months in varying amounts, but no greater than \$25,000, per Food Retail Unit. Any financing of initial food inventory is at our sole discretion. We will deduct the amounts owed to us for purchases of initial food inventory from your Franchise Commissions.

3. We may permit you to pay part of your initial equipment and small wares cost to us, or our affiliate (see Item 6 and 7) up to six months after you commence operating your Franchised Business, but not in an amount greater than \$25,000. Any financing of equipment and small wares is solely at our discretion. We will deduct all amounts owed to us, or to our affiliate, Lwin, for equipment and small wares from your Franchise Commissions.

On occasion, if payments are late from the Retail Host, we may forward some or all of your estimated Franchise Commissions until such time we receive funds from the Retail Host. Any advance we make is entirely in our discretion.

4. In all cases, financing is entirely at our discretion. Lwin may extend credit to you on a month-to-month basis for the purchase of food, inventory, supplies or items of equipment as part of your ongoing operations under the terms of your Franchise Agreement, and may not create a Promissory Note. At all times, we and Lwin, have the right to withhold any amounts owed from your Franchise Commissions whether or not we use a Promissory Note. If, after the deduction of all amounts owed to the Retail Host, to our affiliate supplier, Lwin, and to us for various fees and costs, or if we forward to you some of your

Franchise Commissions that we have not yet received from the Retail Host, you may have a negative balance of amounts you owe us. Any negative balance that is carried by us may be carried forward to future months and deducted from future Franchise Commissions, but any negative balance is indebtedness to us and is payable on demand by us.

All amounts owed to us or our affiliate, Lwin, may be withheld by us from Net Sales we receive from your Retail Host, including any of your obligations that arise from acceleration of advanced, loaned or deferred amounts.

It is not our practice or intent to sell, assign or discount to third-parties all or part of financed or deferred amounts, although the form of **Promissory Note** (see **Exhibit H** attached to this Disclosure Document) is a negotiable instrument.

ITEM 11: FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

We may provide any of the services described in this Item 11 through our affiliate, Lwin, and its employees.

Pre-Opening Obligations

Before you open your Food Retail Unit, we will:

1. Allow you to operate your Food Retail Unit either from a location we select, or a location you propose and we approve. If we or one of our affiliates controls the agreed upon location of the Food Retail Unit under the terms of an agreement with a Retail Host or otherwise, we will extend the right to you to operate your Food Retail Unit as part of your Franchise Agreement. If you secure your own location, you must obtain our written approval of the terms of any lease or other agreement, which approval we may condition upon the lease or other agreement being in a form satisfactory to us and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that you assign the lease or other agreement to us at our option, either in advance, or upon expiration or termination of the Franchise Agreement). We will, within 20 days after receiving the proposed lease for the location, provide to you either our notice of approval or notice of rejection with comments. (Franchise Agreement, Section 4.B., Section 5.A., Section 5.B., and Section 5.C.)
2. If you currently operate at least one Food Retail Unit and want to open another at a location not currently under our control, or the control of our affiliate, we may permit you to seek a location in a defined area. If you secure your own location, you must obtain our written approval of the terms of any lease or other agreement, which approval we may condition upon the lease or other agreement being in a form satisfactory to us and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that you assign the lease or other agreement to us at our option upon termination or expiration of the Franchise Agreement). The revenue produced from the Franchised Business shall be first remitted to us and we will retain fees and financed items (see Item 6) and other items, as well as amounts owed to our affiliate for food purchased. The remainder of proceeds will then be distributed to you. (Franchise Agreement, Section 4.B). We must approve or disapprove your proposed site within 30 days, and approve or disapprove your lease (with comments as to any disapproval) within 20 days of our receipt of a copy of each. (Franchise Agreement, Section 5.C). If we disapprove a site that you have proposed, you will not be permitted to operate a Food Retail Unit at that location, and to expand you will have to find a different site that we approve; however, you will not have to pay us any initial fees until we have approved a site and the lease is signed for that site. We do not provide plans or specifications under the Franchise Agreement.

3. Provide an Initial Training Program as described below to instruct you as to the procedures and techniques to be used in the Franchised Business (Franchise Agreement, Section 3.A). The Initial Training Program for a Sushi Bar is approximately 10 days in duration, the separate Initial Training Program for an Asian Food Bar is approximately 10 days in duration, and both Initial Training Programs when taken together are approximately 15 days in duration, although each individual Initial Training Program may be extended for those without sufficient experience to up to 20 days. Each Initial Training Program consists of classroom instruction and on-the-job training for the Operating Principal and all equity owners of your Franchise.

4. Loan you one copy of our Confidential Franchise Manual (the “Manual” or “Franchise Manual”) (Franchise Agreement, Section 9.A). The total number of pages in the Manual is 255, and the table of contents of the Franchise Manual is attached as **Exhibit K** to this Disclosure Document. The Franchise Manual may be provided to you by physical, written copy, or electronic version. There are additional publications and memoranda that may be provided in written form by us that are considered part of the Franchise Manual.

5. Provide you advice and consultation in connection with the operation of the Food Retail Units and new developments, techniques, and improvements in areas of Food Retail Unit management, operations, sales promotion, and service which may be provided by us by sending our employees or representatives to the Food Retail Unit, or by providing publications, other written materials, tapes, or films or by conducting meetings or seminars as they may be developed. (Franchise Agreement, Section 3.B).

6. Either directly or through our affiliate Lwin, we will deliver all of the equipment, signs, fixtures, opening inventory and supplies necessary to operate the Food Retail Unit, in exchange for the fee payments described in Item 5 of this Disclosure Document. Generally, your retail partner will install those items for you.

7. We are not obligated by the Franchise Agreement, or any other agreement, to provide any other supervision, assistance or services prior to the opening of the franchised Food Retail Units.

Continuing Obligations

During the operation of each Food Retail Unit, we will:

1. Provide such training programs as we may deem appropriate. (Franchise Agreement, Section 7.D). These training programs are offered from time to time throughout the year, and are required for your Operating Principal and your other equity owners.

2. Provide you with advice and consultation in connection with the operation of the Food Retail Units and new developments, techniques, and improvements in areas of Food Retail Unit management, operations, sales promotion, and service which may be provided by us by sending our employees or representatives to the Franchised Business, or by providing publications, written materials, or by conducting meetings or seminars, as they may be developed. Some or all of these publications or programs may be provided electronically by Franchisor, and not by printed or physical documents. (Franchise Agreement, Section 3.C). We provide to you specific pre-approved lists of food items, condiments, products, and services, that you may choose from to sell, or offer for sale, in the Franchised Business. (Franchise Agreement, Section 7.H).

3. Provide to you advice and assistance in local marketing from time to time and, at your expense, promotional materials for local advertising (Franchise Agreement, Sections 3.C). Much of our advice and assistance in local marketing will be in the area of labeling, presentation, point-of-sale materials, and brand identification within the Retail Host location, subject to any requirements imposed by the Retail Host. In

some cases, no trademark or brand identification may be permitted by the Retail Host except for labeling and presentation of products.

4. We will establish and administer a National Brand Fund (the “Brand Fund”) that will include your Brand Fund Contributions, and those of other Food Retail Unit and Hissho Full Service franchisees, in accordance with each applicable Franchise Agreement (see Item 6 of this Disclosure Document). The Brand Fund Contribution, which is a percentage of your Net Sales (see Franchise Agreement, Section 4.C.(1)), will be due and payable with the Royalty Fee (see Franchise Agreement, Section(s) 4.B.(4) and 4.C.(1)). All franchisees must contribute to the Brand Fund at the same rate of up to 2% of Net Sales (the “Brand Fund Contribution”). If an affiliate of ours administers the Brand Fund, or places advertising in connection with the System, such affiliate may be paid a fee that will not exceed the fee that would be payable to unrelated third-parties for comparable services. Each of our company owned or affiliated Food Retail Units and Hissho Full Service locations will make contributions to the Brand Fund on the same basis as required of the other franchisees in the same geographic market. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the Brand Fund, and the monies comprising the Brand Fund may be placed in our general account(s), if we desire. We may also reserve portions of the Brand Fund for use in a subsequent year. (Franchise Agreement, Section 12.A.(2)). We may solicit franchisee input directly and/or we may form a franchise advisory council to provide input to us on the use of the Brand Fund, although we are not obligated to do so. We are not obligated to act on any specific proposals or recommendations from franchisees or a franchise advisory council.

a. The Brand Fund will be used for expenditures that, in our sole discretion, promote, enhance or further the Hissho, Hissho Sushi, Sushi With Gusto, and Ōumi Sushi names and the System, including: (i) expenses associated with preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, and (ii) paying the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund’s other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Fund contributions. The Brand Fund may spend in any fiscal year, more or less than the total Brand Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. The Brand Fund is not audited. An accounting of the use of Brand Fund Contributions collected from franchisees during each calendar year will be made available to Franchisee annually within 90 days after Franchisee's written request. We may use an outside advertising agency to create and place advertising or we may use an in-house marketing department. The Brand Fund will be used to create new marketing material and promote the products and services offered by Food Retail Units and Hissho Full Service locations on a local, regional or national level.

b. All advertising by you must be conducted in a professional manner, must conform to the standards and requirements in our Confidential Operations Manual, and must display our Marks only in those forms approved by us. You will submit samples to us (through email, return receipt requested) and obtain our prior approval (except with respect to the cost of the advertising) of all advertising and promotional plans and materials that you desire to use and that have not been prepared or previously approved by us. If you do not receive our written approval within 15 days from the date of receipt by us of such materials, we will be deemed to have rejected the proposed advertising. We may make available to you, from time to time, approved advertising, promotional plans and materials for purchase. You will not

be obligated to accept or purchase any such advertising, promotional plans, and materials offered to you by us.

c. You may not maintain a website, or otherwise maintain a presence or advertise on the Internet, or any other public computer network in connection with your Food Retail Unit without our prior written approval.

d. We will not prevent the formation of franchisee cooperatives. We may, in our sole discretion, form, develop, and coordinate cooperatives. Currently, there are no regional or national marketing cooperatives for Food Retail Unit franchisees. We encourage our franchisees to form and operate voluntary franchisee cooperative regional advertising associations (each a “Cooperative”). If a Cooperative is formed for your region, you must participate in the Cooperative or lose your right to vote as to Cooperative matters. The membership of the Cooperative would be defined by us by market area. We reserve the right at any time, in our sole discretion, to form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures.

5. Develop advertising materials and direct advertising programs for the Brand Fund with sole discretion over the creative concepts, materials, and media used in such programs (Franchise Agreement, Sections 3.C. and D., 4.B. and D, 7.K., 8.B(2) and (3), and 12).

6. Provide, as we deem advisable, revisions periodically of the contents of the Franchise Manual and written operating materials (Franchise Agreement, Section 9.D).

7. Perform, as we deem advisable, inspections of the Food Retail Units, and evaluations of products sold and services rendered (Franchise Agreement, 3.F).

8. Provide services at your expense, as we determine necessary, with respect to onsite assistance, and the resolution of customer complaints and operating problems, including complaints from the Retail Host (Franchise Agreement, Section 4.C.).

9. We are not obligated by the Franchise Agreement, or any other agreement, to provide any supervision, assistance, or services in connection with the ongoing operation of the franchised Food Retail Units other than as stated herein.

Site Selection

The Franchise Agreement grants you an assigned location to be determined under procedures established in the Franchise Agreement for the establishment and operation of a Food Retail Unit under the System.

If we select the location for the Food Retail Unit, we or Lwin will typically enter directly into an agreement with a Retail Host under which we agree to pay the Retail Host its Service Commission, which is a negotiated percentage of the revenues of your Food Retail Unit. The Service Commission payable to the Retail Host may change. We will franchise the location to you giving you the right to operate the Food Retail Unit under the Franchise Agreement. If our right to the location of your Food Retail Unit expires or is terminated for any reason, then your right to operate your Food Retail Unit shall be terminated. If your Franchise Agreement is terminated, we do not have an obligation to replace your Food Retail Unit, to refund any fees or other funds to you, or to offer another Food Retail Unit to you.

If we obtain a location suitable for operating a Satellite Sushi Bar within the vicinity of your Full Service Sushi Bar, we may offer you the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If you request, and we grant you the right to open a Satellite Sushi Bar, or if we obtain a suitable location for a Satellite Sushi Bar and you accept our offer to operate and deliver sushi products to that

Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement detailing the terms of your operation of the Satellite Sushi Bar.

While we typically grant the right to operate a Food Retail Unit in a location that we or Lwin control and have obtained from a Retail Host, you may propose the location for your Food Retail Unit by following our specific procedures. If you propose the location for your Food Retail Unit, you must obtain our approval of the site and the Food Retail Unit's layout and design before your acquisition of the site by lease or purchase, all in the manner designated by us. You may submit a site to us only after you have carefully evaluated the site, determined that it meets the criteria for Food Retail Unit sites which we have communicated to you, and determined that you may acquire or lease it. If we need more time or information to evaluate a site that you submit, we will contact you within 30 days of your submission of the site. If more information or time to evaluate the site is needed, we will inform you. If we do not approve a site you submit, you will not be permitted to develop a Food Retail Unit on the site. We will review your application for site approval and, within 30 days of our receipt of your application, we will either approve the proposed site, or reject the site in our sole discretion, and provide to you our comments concerning the reasons for rejection. The factors which we consider in approving the site include population, demographics, traffic counts of Retail Host, revenues of Retail Host and its deli, if applicable, signage available, visibility of the location and square footage.

For a site not currently operating as a Food Retail Unit, it is our experience that after an acceptable site has been located, and a Franchise Agreement and location lease are executed, it takes approximately 60 to 90 days before a franchised Food Retail Unit is ready to open for business. You must furnish and open the Food Retail Unit according to our requirements. At times, you may be offered a Food Retail Unit that is already operating, and in that case, there should be no delay between the time you sign a Franchise Agreement and when you commence operating your Food Retail Unit, except for the time necessary to complete your training requirements.

Computer Hardware and Software

For the typical Food Retail Unit, you are not required to buy an electronic cash register or particular computer system because sales are made through the Retail Host POS system. We do, however, require you to purchase our Hissho Label System to print labels and conduct other functions, as we prescribe (see Hissho Label System below). You are also required to purchase, at your sole expense and accordingly to any specifications that we may require, a computer with basic capability to interact with the internet, receive and send emails using the Hissho email address "@hisshofranchisee.com" that we provide for you, and word processing and spread sheet capability, to submit orders and to receive monthly statements, but only for purposes of operating your business generally. No specific type of data is necessary to be generated or stored in the computer system. To order supplies and food through the internet, we may require you to use a designated spreadsheet system, although we may also allow you to prepare these documents by hand and fax them. We estimate that the cost will be \$500 to \$800 to purchase the computer including access to Microsoft Office suite of software. We estimate a cost of \$200 every 3 years to update software, and \$600 every 5 years to replace the computer. You are not required to purchase any maintenance or support contracts for your computer hardware and software, but it is recommended to ensure continued good use and working order of the computer hardware and software, and the approximate cost is \$150 per year. (Franchise Agreement, Section 7.Q.)

If you operate a Food Retail Unit outside of a Retail Host location, we do not require that you use an electronic cash register or Point-of-Sale System, but we will require you to adopt a reliable method to document the Gross Sales of your Food Retail Unit. We will not have independent access to the information generated or stored in the computer system. (Franchise Agreement, Section 7.Q.)

Hissho Label System

You will be required to lease from us, or our affiliates, a Hissho Label System for each Full Service Sushi Bar. The Hissho Label System currently uses a touch screen terminal with built-in high-speed label printer with internet connectivity combined with our customized proprietary software (“Hissho Label System”), designed specifically for back-of-house applications in the food service industry. You will be required to execute an **Equipment Lease and Software License Agreement** (see **Attachment D** to the Franchise Agreement) prior to gaining access to the Hissho Label System, and pay us, or our affiliates, a non-refundable Initial Lease Fee of \$1,500 (per Hissho Label System) in exchange for use of the Hissho Label System. (Franchise Agreement, Section 4.A.(2)).

In connection with the Hissho Label System, we charge a monthly Software License Fee of \$110 per month, for use of our customized proprietary software associated with the Hissho Label System (see Item 6 of this FDD). The Software License Fee is also used for administration and maintenance of the software and limited wireless data plan associated with the label system terminal and built-in printer. You may also be obligated to pay us a Data Overage Fee (\$6 per GB used over the allotted limit) if your wireless data usage associated with your Hissho Label System, exceeds the monthly allotted limit of 100mb (see Item 6 of this FDD). Under our Maintenance & Technology Program, we can charge you the following fees in regards to the Hissho Label System: a \$150 Fee for any label machine system returned directly to the label machine servicer/manufacture; a \$750 Hissho Label System Replacement Fee for equipment that is lost or damaged beyond repair (per lost or damaged piece); a \$1,500 Non-Return Fee (per Hissho Label System) if, upon expiration or termination of your Franchise Agreement, you fail to return to us the equipment and/or software associated with the Hissho Label System; a \$125 Hissho Label System Replacement Screen Fee for broke or damaged screens; and a \$30 Hissho Label System Power Cord Replace Fee for lost or damaged power cords (see Item 6 of this FDD and Section 4.C. of the Franchise Agreement).

Training

Initial Training Programs

You must designate an individual to serve as your Operating Principal. See Item 15 for the qualifications required of an Operating Principal. Before the opening of your Food Retail Unit, your Operating Principal, and all other equity owners of the Franchisee, must attend, complete and perform to Franchisor’s satisfaction (if they have not already previously done so) our Initial Training Program that we offer at our headquarters in Charlotte, North Carolina. After the opening of your Food Retail Unit, each new Operating Principal, and any new equity owner, must also attend, complete and perform to Franchisor’s satisfaction (if they have not already done so), our Initial Training Program (Franchise Agreement, Section 7.D.).

We offer an Initial Training Program for the Sushi Bar and a separate Initial Training Program for the Asian Food Bar. The classroom portion of each Initial Training Program is the same for each the Sushi Bar and the Asian Food Bar. The on-the-job training portion of each Initial Training Program differs for each the Sushi Bar and the Asian Food Bar. If any person takes both the Sushi Bar Initial Training Program and the Asian Food Bar Initial Training Program at the same time, he/she may take a combined program consisting of 15 days rather than two separate programs of 10 days each. If the Operating Principal or any equity owner does not have sufficient sushi chef experience, in our discretion, we may require sushi chef training for 10 to 20 days.

The Initial Training Fee that you must pay to us for the Initial Training Program is \$2,000 per person, or if the Sushi Bar and Asian Food Bar Initial Training Programs are taken at the same time, then the cost is discounted to \$3,000 per person. There is an additional training fee if we require additional, initial training of an inexperienced Operating Principal, or equity owner. If your Operating Principal and/or any other equity owner does not successfully complete the applicable Initial Training Program(s) within 60 days of

execution of the Franchise Agreement, as we determine in our sole discretion, we may terminate your Franchise and we will not refund any Initial Training Fees.

If any equity owners do not have sufficient sushi chef experience, he/she must have additional sushi chef training for 10 to 20 days at a location we designate before opening your Food Retail Unit. The Sushi Chef Training Fee is an additional \$2,000 per person, plus the cost of transportation/travel, food, and lodging (see below for these costs).

If any attendee of any Initial Training Program does not have food safety certifications required by the State, they will be required to take the Food Safety Course & Certification Test for an additional 16 hours (ServSafe). The fee for this course is \$300 per trainee. If the trainee is required to retake the test, there will be an additional \$50 fee for each test retaken.

Some state regulations require additional food safety certificates that are specific to their states. You may be required to take an additional certification course and test from the local authorities. Proof of certification from the local authority agency will need to be provided to us. Food safety and certification courses and testing are done only at our headquarters in Charlotte. If the person does not attend training in Charlotte, they will be required to attend the course and obtain certification on their own within thirty days prior to the opening of the Food Retail Unit.

Included within the Initial Training Fee is the cost of instructors and training materials for all required training programs. You or your trainees will be responsible for all other expenses incurred in connection with any training programs (including the cost of transportation, lodging and meals). The cost of all training programs will depend on the number of people trained, and the travel costs will vary by the type of accommodations you choose. We estimate the cost of transportation/travel, food, and lodging for one person to attend one 10-day Initial Training Program to be \$1,500 and for one person to attend both Initial Training Programs at the same time for 15 days total and the 10-20 day sushi chef training to be \$7,000.

Training should be scheduled so that your trainees graduate from the applicable Initial Training Program(s) and sushi chef training program approximately four weeks before the Food Retail Unit opens, if it is not already operating.

The Initial Training Programs will be coordinated by the Hissho Training and Development Department (see chart below), which is led by Lauren McGraw Kraemer. Ms. McGraw has created tools and processes to support Franchise business owners in launching their business and thrive. She is also a ServSafe certified instructor and trains franchisees in food safety. The instructional materials include a Franchise Manual, operations videos, power point presentations, and supporting handouts and job aids.

Hissho Training and Development Department			
Name	Title	Years of Experience with Franchisor	Years of Other Related Experience
Zhao Dongmen	Lead Corporate Trainer	6	10
Moo, Bleh	Lead Culinary Trainer	8	6
Lauren McGraw Kraemer	VP of Operational Innovation	6	9
Chung Shu Yang	Product Innovation Manager	5	11
Win Kyaw Myin	Lead Franchise Business Trainer	5	2
Moji Lah	Corporate Trainer	8	5

Hsiao Wen	Director of Franchise Relations	22	10
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The subjects covered in our Initial Training Programs are described below:

TRAINING PROGRAM

(Column 1) Subject	(Column 2) Hours of Classroom Training	(Column 3) Hours of On-The-Job Training	(Column 4) Location
Franchise Administrative Support	6	10	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Logistics & Inventory Management	4	4	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Operations Management & Quality Production	6	22	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Marketing, Customer Service, Merchandising	4	2	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Finance	4	2	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Food Safety & Compliance (ServSafe)	6	10	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Total Hours	30 Hours	50 Hours	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Servsafe Manager Certification	16		Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Additional Advanced Sushi Preparation: required only for trainees without advanced sushi preparation	n/a	10 - 20 Days	A company operated location designated by us

On-Site Training and Additional Training

We are not required to send personnel as part of our training or ongoing support obligations. The level of support as to the number of personnel, the length of time those personnel remain, the number of Food Retail Unit openings requiring the presence of our personnel, or the per person cost of additional support may change at our discretion. Our standard training charges may change, and if so, will be stated in the Franchise Manual.

At your expense, your Operating Principal and your other equity owners must attend those courses, seminars, and other training programs as we may require. You must pay our current training fees as stated in the Franchise Manual for special training sessions we require for your Operating Principal and other equity owners through the year. You must pay us, for the Operating Principal and each equity owner, the training fee then charged by us and posted in the Franchise Manual. If any training fee is imposed by us, the training fee will be in addition to any other expenses incurred by your Operating Principal and equity owners. If your Operating Principal or any equity owner does not attend a required training session, then you must pay us a payment of \$250 per training day not attended. These training requirements and amounts may be changed by posting in the Franchise Manual.

If you are notified of an operational default under the Franchise Agreement, the Franchise Manual, or the SSOP/HACCP (Food Safety Plan), and if you fail to cure the default within the time allowed, we may require that your Operating Principal, and other equity owners, attend special mandatory training. The fee for this training is \$500 per training day, plus the cost of travel, food, and accommodations for our training representative.

Advertising

We are not obligated to spend any amount on advertising in your area or territory.

We will establish and administer a National Brand Fund (the “Brand Fund”) that will include your Brand Fund Contributions and those of other Food Retail Unit and Hissho Full Service franchisees, in accordance with each applicable Franchise Agreement (see Item 6 of this Disclosure Document). The Brand Fund Contribution, which is a percentage of your Net Sales (see Franchise Agreement, Section 4.C.(1)), shall be due and payable with the Royalty Fee (see Franchise Agreement, Section 4.B.(4) & 4.C.(1)). All franchisees must contribute to the Brand Fund at the same rate of up to 2% of Net Sales (the “Brand Fund Contribution”). If an affiliate of ours administers the Brand Fund, or places advertising in connection with the System, such affiliate may be paid a fee that will not exceed the fee that would be payable to unrelated third parties for comparable services. Each of our company owned or affiliated Food Retail Units and Hissho Full Service locations will make contributions to the Brand Fund on the same basis as required of the other franchisees in the same geographic market. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the Brand Fund, and the monies comprising the Brand Fund may be placed in our general account(s) if we desire. We may also reserve portions of the Brand Fund for use in a subsequent year. (see Franchise Agreement, Section 12). We may solicit franchisee input directly and/or form a franchise advisory council to provide input to us on the use of the Brand Fund, although we are not obligated to do so. We are not obligated to act on any specific proposals or recommendations from franchisees or a franchise advisory council. (Franchise Agreement, Section 12).

The Brand Fund will be used for expenditures that, in our sole discretion, promote, enhance or further the Hissho, Hissho Sushi, Sushi With Gusto, and Ōumi Sushi names and the System, including: (i) expenses associated with preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, and (ii) paying the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund’s other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Fund contributions. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. (Franchise Agreement, Section 12).

The Brand Fund is not audited. An accounting of the use of Brand Fund Contributions collected from franchisees during each calendar year will be made available to Franchisee annually within 90 days after Franchisee's written request. We may use an outside advertising agency to create and place advertising or we may use an in-house marketing department. The Brand Fund will be used to create new marketing

material and promote the products and services offered by Food Retail Unit and Hissho Full Service locations, on a local, regional, or national level. (Franchise Agreement, Section 12).

All advertising by you must be conducted in a professional manner, must conform to the standards and requirements in our Confidential Operations Manual, and must display our Marks only in those forms approved by us. You will submit samples to us (through email, return receipt requested) and obtain our prior approval (except with respect to the cost of the advertising) of all advertising and promotional plans and materials that you desire to use and that have not been prepared or previously approved by us. If you do not receive our written approval within 15 days from the date of receipt by us of such materials, we will be deemed to have rejected the proposed advertising. We may make available to you, from time to time, approved advertising, promotional plans and materials for purchase. You will not be obligated to accept or purchase any such advertising, promotional plans, and materials offered to you by us. (Franchise Agreement, Section 12.C.)).

You may not maintain a website, or otherwise maintain a presence or advertise on the Internet, or any other public computer network in connection with your Food Retail Unit without our prior written approval. (Franchise Agreement, Section 12.F.).

We will not prevent the formation of franchisee cooperatives. We may, in our sole discretion form, develop, and coordinate cooperatives. Currently, there are no regional or national marketing cooperatives for Food Retail Unit franchisees. We encourage our franchisees to form and operate voluntary franchisee cooperative regional advertising associations (each a “Cooperative”). If a Cooperative is formed for your region, you must participate in the Cooperative or lose your right to vote as to Cooperative matters. The membership of the Cooperative would be defined by us by market area. We reserve the right at any time, and in our sole discretion, to form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures. (Franchise Agreement, Section 12.G.).

We may offer periodically to provide, upon your request, and at your expense, approved local advertising and promotional plans and materials to you to use as part of your local marketing program. (Franchise Agreement, Section 12.C.).

You must participate in any, and all, national advertising, marketing, and charitable promotions (“Promotions”), as we designate and approve, in our sole discretion, and you will not have the right to decline participation in the Promotions, without our prior consent. (Franchise Agreement, Section 12.E.).

We will not use Brand Fund Contributions for advertising that is primarily a solicitation for the sale of franchises.

We may require you to contribute to any other national or regional marketing fund that we control, except as explained above.

Company-owned stores will also contribute to the Brand Fund on the same basis as franchisees. The Brand Fund Contributions paid by you, other franchisees, and company-owned stores will be maintained in a single account. We reserve the right to set-up a separately incorporated entity to administer the Brand Fund. (Franchise Agreement, Section 12.A.(3)).

There is currently no advertising council composed of franchisees but we reserve the right to establish such a council at any time upon written notice to you. (Franchise Agreement, Section 12.D.).

No other supervision, assistance, or services are provided by us, or any parent, or affiliate, for the establishment, or operation of a franchised Food Retail Unit.

We may not require you to contribute to any other national or regional marketing fund that we control, except as explained above. We may not require you to contribute separately to a cooperative advertising fund with other franchisees. We previously required franchisees to contribute to a National Co-op Marketing Fund but we stopped requiring those contributions from any franchisee in 2015.

During 2022, we collected \$1,620,954 in Brand Fund fees. During 2022, our expenditure of Brand Fund money was made in the following percentages: 33.9% on production; 9.2% on media placement; 52.7% on administrative expenses; and 4.2% on other expenses.

We will use the Brand Fund Fees to market and advertise Hissho Sushi, Ōumi Sushi, and Sushi With Gusto locations and brands.

No other supervision, assistance, or services are provided by us or any parent or affiliate for the establishment or operation of a franchised Food Retail Unit.

ITEM 12: TERRITORY

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. You will be authorized to open a Food Retail Unit at a specific location that either we select, or you propose, and we approve. The location of your Food Retail Unit will be based upon relevant factors and typically set within an existing market, grocery store, or other retail outlet. We consider the size of the Food Retail Unit, the sales volume of the Retail Host, the presence and sales volume of the deli operations within a Retail Host, and other characteristics in evaluating a prospective Retail Host.

We, or one of our affiliates, typically controls the agreed upon location of the Franchised Business under the terms of an agreement with a Retail Host, under which we agree to pay the Retail Host a negotiated percentage of the revenues of sales from your Food Retail Unit. We will give you the right to operate the Food Retail Unit at the Retail Host under the Franchise Agreement. If our right to the location of your Food Retail Unit expires or is terminated for any reason, then your right to operate your Food Retail Unit shall be simultaneously terminated. If your Franchise Agreement is terminated, we do not have an obligation to replace your Food Retail Unit, to offer you another Food Retail Unit, or to pay you any compensation.

In all cases, you will operate from the specific location designated in your Franchise Agreement, and you must receive our prior written permission before relocating any Food Retail Unit. Relocation of your Food Retail Unit is only at our discretion. If we approve a new location, you will have the right to open a Food Retail Unit at that specific location only, and we will sign an addendum to your existing Franchise Agreement for that location. Our approval will be based upon a variety of factors including the viability of the then current location, whether the proposed location is near your Food Retail Unit, the characteristics relating to the proposed location, and the proximity of other Food Retail Units to the proposed location. When we grant you the right to open a Food Retail Unit, we do not grant options, rights of first refusal, or similar rights to acquire additional franchises.

If we obtain a location suitable for operating a Satellite Sushi Bar within the vicinity of your Full Service Sushi Bar, we may offer you the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If you request, and we grant you the right to open a Satellite Sushi Bar, or if we obtain a suitable location for a Satellite Sushi Bar and you accept our offer to operate and deliver sushi products to that Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement detailing the terms of your operation of the Satellite Sushi Bar.

We retain the right, among others, on any terms and conditions we deem advisable, and without granting you any rights therein to establish and operate and license others to establish and operate Food Retail Units at any location in all areas we deem advisable.

In all cases, we and our affiliates retain the right to offer for sale similar products and services in connection with the Proprietary Marks through alternate channels of distribution. These alternate channels of distribution may include sales of products or services through grocery stores, other retail outlets and other types of retail outlets, catalogs, direct marketing sales, or through the internet. Neither we, nor any of our affiliates, have established, other sushi bars or alternate channels of distribution for sale of similar products or services under a different trade name or trademark except, as detailed in this Disclosure Document, but we reserve the right to do so.

You may only solicit sales and orders, fulfill orders, and prepare and sell food from your franchised locations; and you may sell food only to customers at your franchised locations; however, you are not restricted from advertising outside your location or assigned area if all sales are made from your franchised locations. We and other franchisees are not restricted from soliciting sales in market areas in which you operate a Franchise. We do not have to pay you any compensation for soliciting or accepting orders in the market areas in which you operate a Franchise.

ITEM 13: TRADEMARKS


We are the owner of all of our Proprietary Marks. The Franchise Agreement grants you the right to use the Proprietary Marks designated by us only in a manner authorized and permitted by us and only for the operation of the franchised Food Retail Units at the location or locations authorized in the Franchise Agreement or in advertising for the franchised Food Retail Units. Under the terms of the Franchise Agreement, you must not use the Proprietary Marks as part of your corporate or other legal name.

The following principal trademarks and service marks that we license you to use under the Franchise Agreement are registered on the principal register of the U.S. Patent and Trademark Office:

Federal Registrations	Registration Number	Date of Registration
HISSHO.COM	3420301	4/29/2008
Made fresh daily. That's how we roll.	3880850	11/23/2010
	3425488	5/13/2008
HISSHOSUSHI.COM	2617705	9/10/2002
	4438557	11/26/2013
Maki Roll	4438558	11/26/2013
	4446171	12/10/2013
ōumi sushi	4976338	6/14/2016
	4976335	6/14/2016

Federal Registrations	Registration Number	Date of Registration
	5054002	10/4/2016
SUSHI WITH GUSTO	2702509	4/1/2003
	6074049	6/9/2020
HISSHO	6074050	6/9/2020
HISSHO SUSHI	6074048	6/9/2020
	6214426	12/8/2020
IT'S A GREAT DAY FOR SUSHI!	6614255	1/11/2022
ŌUMI SUSHI	6615333	1/11/2022
	6615090	1/11/2022

The following principal trademark that we license you to use under the Franchise Agreement is pending registration on the principal register of the U.S. Patent and Trademark Office:

Federal Application	Serial Number	Filing Date
	97908199	4/26/2023

We do not have a federal registration for one of our principal trademarks. Therefore, that trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

For all principal federal registrations, all necessary affidavits and/or renewal applications have been filed for all marks.

Except for the Franchise Agreement itself, there are no agreements currently in effect which significantly limit our right to use or license others to use our Proprietary Marks that are material to any franchise. Our affiliates have the right to use the Proprietary Marks with regard to its own operating Food Retail Units.

In the event that litigation involving the principal trademarks is instituted or threatened against you, and you promptly notify us, we will conduct the defense and bear the expense of such litigation and will be

entitled to settle or otherwise dispose of the litigation on terms which, in our sole discretion, we may decide. You must cooperate fully with us in defending or settling such litigation.

The right to use the principal trademarks granted in the Franchise Agreement is non-exclusive.

We, therefore, have and retain the rights, among others:

1. To use the principal trademarks in connection with selling products and services;
2. To grant other licenses for the principal trademarks, in addition to those licenses already granted to existing franchisees; and
3. To develop and establish other systems using the same or similar principal trademarks, or any other principal trademarks, and to grant licenses or franchises thereto without providing any rights therein to you.

All affidavits required to be filed for the principal Trademarks through the date of this Disclosure Document have been filed. There is no currently effective determination of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the trademarks, service marks, trade names, logotypes, or other commercial symbols which are relevant to their use in the state in which any Food Retail Unit is to be located or elsewhere.

There are no superior prior rights or infringing uses actually known to us that could materially affect your use of the principal trademarks in the state in which any Food Retail Unit is to be located or elsewhere. We will take all steps reasonably necessary to preserve and protect our ownership in and validity of the principal trademarks.

You must promptly notify us of any suspected unauthorized use of the principal trademarks and of any litigation involving the principal trademarks that is threatened or instituted against you. We are not obligated by the Franchise Agreement, nor otherwise, to protect any rights granted to you to use the principal trademarks or to protect you against claims of infringement or unfair competition with respect to them. We have the sole right to direct and control any administrative proceeding or litigation involving the principal trademarks, including any settlement.

We reserve the right to modify or discontinue principal trademarks or substitute different principal trademarks for use in identifying the System and the businesses operating under it at our sole discretion and will have no obligation or liability to you as a result of any modification, discontinuance or substitution. We and Lwin reserve the right to license others to use the Proprietary Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Except as disclosed below, we do not own rights in, or licenses to, patents or copyrights that are material to the System.

We have no patents pending.

Although we have not filed applications for copyright registrations for all items, we claim a copyright in our confidential Franchise Manual, advertising material, specifications, training handbooks, SSOP/HACCP Food Safety Plan Book and a variety of forms and programs. The information contained in these items is proprietary and they may be used only with our permission, and at our direction. You must operate the franchised Food Retail Unit in accordance with the Franchise Manual. The Franchise Manual may be provided to you by physical, written copy. You must treat the Franchise Manual, any other manuals created

for or approved for use in the operation of franchised Food Retail Units, and the information contained in them, as confidential, and must use reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make them available to any unauthorized person. We may periodically revise the contents of the Franchise Manual, and you must comply with each new or changed standard. You must ensure that the Franchise Manual is kept current at all times. In the event of any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual maintained by us at our home office shall be controlling.

You must notify us immediately if you learn about an infringement on our or your use of any item that may be copyrighted by us. However, we are not obligated by the Franchise Agreement, nor otherwise, to protect any rights that may be granted to you or to protect you against claims of infringement or unfair competition with respect to them.

In the event that litigation involving any items that may be copyrighted is instituted or threatened against you, you must promptly notify us. We will conduct the defense and bear the expense of such litigation, and will be entitled to settle or otherwise dispose of the litigation on terms which, in our sole discretion, we may decide. You must cooperate fully with us in defending or settling such litigation.

If we decide to add, modify or discontinue the use of a proprietary item, whether or not we claim a copyright in such item, you must also do so and we will have no obligation or liability to you as a result of any addition, modification or discontinuance of the use of a proprietary item.

Confidential Information

You must not, during the term of the Franchise Agreement, or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation, any confidential information, knowledge, or know how concerning the methods of operation of franchised sushi bars, or Asian food bars which may be communicated to you, including techniques, recipes, formulas, processes, procedures, designs, financial information and information contained in the Franchise Manual, or of which you may be apprised by virtue of your Franchise under the terms of such Agreements (including information, knowledge or know how concerning any recipes or formulas). We will disclose proprietary recipes and preparation methods to you necessary to operate a Food Retail Unit, but we are not required to disclose contents of proprietary seasonings, ingredients and mixes that are purchased from approved suppliers. You may divulge confidential information only to those of your employees who must have access to it in order to operate the franchised Food Retail Units, and you must take such precautions as we deem necessary to ensure that your employees keep such information in confidence. Any and all information, knowledge, know how, and techniques which we designate as confidential will be deemed confidential, except information which you can demonstrate came to your attention before our disclosure of it, or which, at the time of our disclosure to you, had become a part of the public domain, through publication or communication by others, or which, after our disclosure to you, becomes a part of the public domain, through publication or communication by others. Your Operating Principal and other equity owners may be required to enter into an agreement we prescribe not to compete with Food Retail Units under the System, and those same individuals, your manager and other employees may be required to enter into an agreement we prescribe not to reveal confidential information obtained in the course of their association with you. You must not use any proprietary or confidential information or Proprietary Marks, including any processes, procedures, recipes and formulas, for any purpose other than the operation of your Food Retail Unit and must take all steps necessary to prevent any other use of them.

ITEM 15: OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You may sign the Franchise Agreement as a corporation, partnership, or a limited liability company composed solely of shareholders/members who are individuals and not corporations, limited liability companies, or any other legal entities. You may not sign the Franchise Agreement in your individual capacity or as a sole proprietorship. Franchisee must designate an individual to serve as your Operating Principal. The Operating Principal must meet the following qualifications:

- Devote full time and best efforts to the supervision and conduct of the Food Retail Units which you developed and operate.
- Successfully complete the applicable Initial Training Program(s).
- Execute a Guaranty and be individually bound by all the obligations under that agreement.

If an Operating Principal is unable or elects not to continue to meet their obligations as Operating Principal, or if, in your sole discretion, an Operating Principal no longer qualifies to act as such, you must promptly designate another Operating Principal. The same individual may serve as your Operating Principal and of all the franchised Food Retail Units controlled by you.

Your Food Retail Units must, at all times, be under the direct, on premises supervision of a manager. You must also maintain a competent, conscientious staff, including a manager, co-managers, or staff as may be necessary to properly operate your Food Retail Units. We impose no limitations as to whom you may hire as the Food Retail Unit managers, except with respect to the Operating Principal, and except that you must comply with all applicable laws, and that you must not harm the goodwill associated with the System, and the Proprietary Marks (this requirement may affect who you hire as your manager).

Your Operating Principal and each of your other equity owners must execute our then current form of “Nondisclosure and Non-Competition Agreement”, and you must require all other personnel of the Franchised Business and others who have access to Confidential Information to execute our then current form of “Nondisclosure Agreement”. You agree to provide us copies of all executed Nondisclosure Agreements and Nondisclosure and Non-Competition Agreements no later than 10 days following their execution. We will be a third-party beneficiary of each Nondisclosure Agreement and Nondisclosure and Non-Competition Agreement with independent enforcement rights.

Each individual who owns an interest in your corporation or limited liability company or other legal entity type, must sign a guaranty (see Attachment B to the Franchise Agreement) agreeing to be bound by all the terms and conditions of the Franchise Agreement, including any amendments and to unconditionally guarantee the payment of all liabilities incurred by Franchisee, at any time. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may also require that the spouse of each owner sign a guaranty.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all products and services which are part of the System, and all services and products we incorporate into the Hissho System in the future. You may not use the Proprietary Marks for any other business. You must use your Food Retail Unit premises solely for the operation of the Food Retail Unit and keep the Food Retail Unit open and in normal operation for such minimum hours and days as we and/or the Retail Host may periodically specify or as we and the Retail Host approve in writing. You must not use, or permit the use of, the premises for any other purpose or activity at any time without first obtaining our

written consent. You may sell Hissho products only at the location specified in the Franchise Agreement, except for catering specifically directed by the Retail Host.

You must meet and maintain the highest health standards and ratings applicable to the operation of the Food Retail Unit. To ensure that the highest degree of quality, cleanliness, appearance and service is maintained, you must operate the Food Retail Unit in strict conformity with such methods, standards, and specifications as we may periodically require in the Franchise Manual or otherwise in writing. You must also maintain in sufficient supply and use at all times only such ingredients, products, materials, supplies, and packaging as conform to our standards and specifications, and you must not deviate from those standards and specifications by the use or offer of non-conforming items, without our prior written consent.

You may sell or offer for sale those specific food items, condiments, products and services that you choose from our pre-approved list of those items. You may sell or offer for sale chef specials and location favorites using your own recipes, as long as they follow our pre-approved standard ratios and ingredients. You must refrain from any deviation from our standards and specifications without our prior written consent. You must discontinue selling and offering for sale any food items, condiments, products, or services which we may, in our discretion, disapprove in writing at any time.

You must offer all services that we may require including, all System promotions, local marketing, contests and other Hissho System services and activities. At this time Lwin is our sole approved supplier of most food items and certain supplies to franchisees' Food Retail Units.

You must operate the franchised Food Retail Unit in strict conformity with all applicable federal, state and local laws, ordinances and regulations. Such laws, ordinances and regulations vary from jurisdiction to jurisdiction and are amendable or may be implemented or interpreted in a different manner from time to time. It is your sole responsibility to apprise yourself of the existence and requirements of all laws, ordinances and regulations applicable to the then current implementation or integration of them.

For a description of your restrictions on some purchases, see Item 8 of this Disclosure Document.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A. and C.	The term expires earlier of 3 years from the date of Franchise Agreement, or upon expiration or termination of Franchisor's right to remain or operate the Food Retail Unit. All Food Retail Units expire the same date as the first Food Retail Unit.
b. Renewal or extension of the term	Section 2.B.	One additional consecutive term of 3 years, subject to contractual requirements.
c. Requirements for Franchisee to renew or extend	Section 2.B.	You must: <ul style="list-style-type: none"> • Pay a Renewal Fee for each Full Service Sushi Bar and Asian Food Bar (no Renewal Fee is payable for a Satellite Sushi Bar) being renewed in the amount of 100% of the amount of our then-current franchise fee

Provision	Section in Franchise Agreement	Summary
		<p>at the time of renewal; or 50% of the amount of our then-current franchise fee, if: (i) you have owned and operated the franchise for three consecutive years, and (ii) there has been no change of control of ownership of the franchised business or of you;</p> <ul style="list-style-type: none"> • Provide us with advanced written notice of your intent to renew, not less than 6 months prior to the end of the applicable term; • Renovate and modernize Food Retail Unit premises to our then-current standards; • Be in full compliance and in good standing, not in default under any of the agreements with us, our subsidiaries, or our affiliates; • Have satisfied all monetary obligations owed to us, our subsidiaries, and our affiliates; • Retain the right to remain in possession of the Food Retail Unit premises at Retail Host's location for the Renewal Term; • Execute our then-current form of franchise agreement, which may contain materially different terms and conditions than your original contract; • Execute a general release in a form prescribed by us; and • Comply with our then-current qualification and training requirements. You may be asked to sign an agreement with materially different terms and conditions than your original agreement.
d. Termination by Franchisee	N/A	Franchisee may terminate the franchise agreement under any grounds permitted by law
e. Termination by Franchisor without cause	Section 1.E. and 2.B.(10)	If for any reason we or our affiliate loses the right to operate a Food Retail Unit in the franchised location, for any reason, your franchise will be terminated.
f. Termination by Franchisor with cause	Section 1.C. and 15.	We can terminate if you default under the Franchise Agreement, or if for any reason, we or our affiliate loses the right to operate a Food Retail Unit in the franchised location your franchise will be terminated.
g. "Cause" defined – curable defaults	Section 15.C.	You have 15 days after receipt of written notice of default from us (or such longer period as applicable law may require) to cure: non payment of monies due us or others or failure to give required financial or other information; sanitation problems; failure to observe standards or procedures prescribed by us or failure to strictly comply with rules, policies, regulations and directives of the Retail Host, failure to obtain required consents; use of confusingly similar marks; use of our Trade Dress other than in connection with the Food Retail Units; use of our products, procedures or methods in any operation not authorized by us.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non curable defaults	Section 15.A. and B.	Non curable defaults: bankruptcy (to the extent enforceable under federal bankruptcy law), insolvency, general assignment for benefit of creditors, filing of petition in bankruptcy unopposed by you; bill in equity or other proceeding for appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; a court of competent jurisdiction appoints a receiver or other custodian of any of your assets or property; proceedings for a composition with creditors under any state or federal law are instituted by or against you. The following defaults are non-curable at our option: failure to operate your Food Retail Unit immediately with regard to an existing Food Retail Unit, or on our designated opening date if the Food Retail Unit is not yet operating; transfer of any of rights or obligations under the Franchise Agreement, any interest in you, or substantially all of the assets in the Food Retail Unit, or the lease for the Food Retail Unit to a third party without our consent; disclosure of Confidential Information; knowingly maintaining false books or records or submitting any false reports to us; unauthorized use of any of our Proprietary Marks; premature termination of your rights to or possession of the Food Retail Unit location; material default under any lease or mortgage on the Food Retail Unit property; if you cease to operate or abandon the Food Retail Unit or attempt such; committing same previously cured default within 180 days of previous default; repeated defaults for failure to comply with Agreement; if for any reason Franchisor's right of possession or to operate the Food Retail Unit expires or is terminated; if you engage in any practice that threatens the health of any of Franchisee's customers; failure to comply with interim non competition covenants of the Franchise Agreement; seeking to employ our employees or our affiliates' or other franchisees' employees; final judgment against you remains unsatisfied or of record for at least 30 days (unless a superseded bond is filed); your dissolution; execution is levied against your business or property; suit to foreclose any lien or mortgage against the franchised Food Retail Unit or equipment in it is instituted against you and not dismissed or bonded off within 60 days; the real or personal property of the franchised Food Retail Unit is sold after levy on it by any sheriff, marshal or constable; if you operate in violation of our food safety requirements; if you deny us the right to inspect, if you hire or induce employees to leave another franchisee.
i. Franchisee's obligations on termination/non renewal	Sections 15.E. G. and 16.A. H. and 17.	Obligations include: cease operations and representing yourself as present or former franchisee; allow us to enter, take possession of and operate Food Retail Units; cease to use Confidential Information and Proprietary Marks and

Provision	Section in Franchise Agreement	Summary
		Trade Dress. complete de identification; payment of amounts due; return of all correspondence, records and all other materials related to operating the Food Retail Unit; payment of our costs in enforcing obligations after termination; and, with respect to the Franchise Agreement, leave all furniture, fixtures, signs and equipment on the Food Retail Unit premises.
j. Assignment of contract by Franchisor	Section 14.A.	No restriction on our right to assign.
k. "Transfer" by Franchisee definition	Section 14.B.	Includes transfer of interest (including mortgage or grant of security interest) in Food Retail Unit, Franchise Agreement or franchise or license rights or obligations thereunder or in you.
l. Franchisor approval of transfer by Franchisee	Section 14.B. E.	We have the right to approve all transfers but will not unreasonably withhold approval, except we have sole discretion to require you to meet certain conditions before our approval of transfer of a controlling interest in a Food Retail Unit, Franchise Agreement or franchise or license rights or obligations thereunder or in you.
m. Conditions for Franchisor approval of transfer	Section 14.B. D.	<p>Transfer is subject, where applicable, to our option to purchase and is subject to terms of other agreements, if any. Transfer of controlling interest is subject to any or all of the following conditions at our sole discretion: satisfaction of all monetary obligations; no defaults; you sign release and agree to remain liable for specified period; assumption of your obligations and obligations of any transferor who is a guarantor of your obligations; new franchisee qualifies; current agreements signed by new franchisee and guarantee of such agreements signed by shareholders or members of transferee; transferee to upgrade Food Retail Unit to then current standards; your continued liability for obligations prior to transfer; completion of the applicable Initial Training Program(s) by transferee's Operating Principal and other equity owners; payment of \$1,500 per Food Retail Unit as a transfer fee.</p> <p>We may at our discretion require a transferee to sign our current form of Franchise Agreement with new terms and provisions with the payment of a prorated Franchise Fee for the time remaining under the term of the Franchise or with payment of a full Franchise Fee with the grant of a new three year term.</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.C.	We can match any offer to purchase a controlling interest in a Food Retail Unit or Franchise Agreement.
o. Franchisor's option to purchase Franchisee's business	Sections 14.C. and D.	We can match any offer to purchase a controlling interest in a Food Retail Unit or Franchise Agreement. We can purchase your interest if there is a transfer after death and

Provision	Section in Franchise Agreement	Summary
		approval of the new owner is not completed in stated period.
p. Death or disability of Franchisee	Section 14.D.	Upon the death or mental incapacity of any person with a controlling direct or indirect interest in the Franchise Agreement or in you, we are permitted to take possession of the Food Retail Units and operate it for our own account.
q. Non-competition covenants during the term of the franchise	Section 17.	Franchise Agreement provides: no diversion of business or customers to any competitor; no employment of our or our developers'/franchisees' employees; no involvement in a sushi bar, shop, restaurant or retail counter that features sushi, or any business granting franchises or licenses to others to operate a sushi bar, shop, restaurant or retail counter that features sushi; and, no offering any items which are menu items or items produced in any Food Retail Unit.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.	Franchise Agreement provides: for one year after termination or expiration of the Franchise Agreement, no involvement in a sushi bar, shop, restaurant or retail counter that features sushi, or any business granting franchises or licenses to others to operate a sushi bar, shop, restaurant or retail counter that features sushi, and no offering any items which are menu items or items produced in any Food Retail Unit, at, or within 20 miles of, your Food Retail Unit, or at any location within 20 miles of any other Food Retail Unit.
s. Modification of the agreement	Sections 17.C. and D; 23.; and 24.A. and C.	No modifications generally, unless agreed to and executed by the parties to the original agreement, except Franchisor may reduce the scope of any covenants of non-competition. If a court determines unreasonable and unenforceable provisions shall be replaced by maximum duty permitted by law. Any invalid provision of the Franchise Agreement shall be severed from the Franchise Agreement.
t. Integration/merger clause	Section 23.	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 25.	Arbitration is provided for dispute resolution, except for certain claims.
v. Choice of forum	Sections 25 and 26.B.	All disputes shall be arbitrated in the city where Hissho International, LLC's headquarters is located, subject to the requirements of your state's laws, except if you breach the Agreement we may obtain a preliminary injunction from a court whose district includes the county in which you operate the business.
w. Choice of law	Section 26.A.	North Carolina law applies, except laws of state of your principal place of business apply to provisions that are not enforceable under North Carolina law.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote the System.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or franchisor operated 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 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 do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any 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 the Franchisor's management by contacting Penny Kirsch at 11949 Steele Creek Road, Charlotte, North Carolina 28273, (704) 926-2200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLET AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022

(Column 1) Outlet Type	(Column 2) Year	(Column 3) Outlets at the Start of the Year	(Column 4) Outlets at the End of the Year	(Column 5) Net Change
Franchisee Owned Units	2020	1468	1704	+236
	2021	1704	1852	+148
	2022	1852	2058	+206
Company-Operated	2020	248	120	-128
	2021	120	102	-18
	2022	102	74	-28
Total Outlets	2020	1716	1824	+108
	2021	1824	1954	+130
	2022	1954	2132	+178

Table No. 2
Transfers of Outlets
From Franchisees to New Owners (other than the Franchisor)
For Years 2020 to 2022

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
AL	2020	0
	2021	5
	2022	1
AZ	2020	9
	2021	6
	2022	7
CA	2020	18
	2021	39
	2022	29
CO	2020	9
	2021	13
	2022	13
CT	2020	0
	2021	3
	2022	6
DC	2020	0
	2021	4
	2022	0
FL	2020	0
	2021	8
	2022	5
GA	2020	7
	2021	3
	2022	8
IA	2020	2
	2021	0
	2022	3
ID	2020	0
	2021	0
	2022	0
IL	2020	0
	2021	0
	2022	1
IN	2020	14

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
	2021	3
	2022	5
KS	2020	4
	2021	5
	2022	8
KY	2020	1
	2021	2
	2022	4
LA	2020	1
	2021	3
	2022	2
MA	2020	0
	2021	7
	2022	2
MD	2020	2
	2021	5
	2022	6
MI	2020	6
	2021	12
	2022	19
MN	2020	16
	2021	2
	2022	8
MO	2020	1
	2021	2
	2022	7
MS	2020	1
	2021	0
	2022	0
NC	2020	0
	2021	0
	2022	9
NE	2020	1
	2021	0
	2022	0
NJ	2020	1
	2021	4
	2022	4

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
NM	2020	0
	2021	0
	2022	3
NV	2020	0
	2021	2
	2022	3
NY	2020	5
	2021	4
	2022	10
OH	2020	7
	2021	4
	2022	18
OK	2020	14
	2021	3
	2022	5
OR	2020	2
	2021	4
	2022	0
PA	2020	11
	2021	21
	2022	41
RI	2020	0
	2021	0
	2022	1
SC	2020	1
	2021	5
	2022	6
TN	2020	6
	2021	5
	2022	3
TX	2020	18
	2021	18
	2022	27
UT	2020	2
	2021	0
	2022	0
VA	2020	0
	2021	5

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
	2022	9
VT	2020	1
	2021	0
	2022	0
WA	2020	3
	2021	0
	2022	0
WI	2020	20
	2021	9
	2022	11
WV	2020	12
	2021	0
	2022	2
Totals	2020	195
	2021	206
	2022	286

Table No. 3
Status of Franchise Outlets
For Years 2020 to 2022

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Terminations	(Col. 6) Non- Renewals	(Col. 7) Reacquired By Franchisor	(Col. 8) Ceased Operation- other reasons	(Col. 9) Outlets at End of Year
AL	2020	14	1	0	0	0	0	15
	2021	15	7	0	0	1	0	21
	2022	21	2	0	0	2	0	21
AR	2020	10	9	0	0	0	2	17
	2021	17	4	6	0	5	6	4
	2022	4	2	0	0	0	1	5
AZ	2020	42	4	0	0	0	0	46
	2021	46	1	0	0	0	0	47
	2022	47	9	4	0	0	0	52
CA	2020	122	11	0	0	1	0	132
	2021	132	4	0	0	3	1	132
	2022	132	20	1	0	0	1	150
CO	2020	42	8	0	0	3	0	47
	2021	47	11	5	0	0	0	53
	2022	53	5	0	0	0	1	57

CT	2020	11	31	0	0	0	0	42
	2021	42	9	0	0	1	2	48
	2022	48	12	0	0	7	0	53
DC	2020	13	13	0	0	0	0	26
	2021	26	4	0	0	8	0	22
	2022	22	10	0	0	0	0	32
DE	2020	2	2	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
FL	2020	38	17	5	0	0	9	41
	2021	41	76	0	0	5	1	111
	2022	111	16	0	0	1	3	123
GA	2020	26	1	1	0	0	2	24
	2021	24	28	0	0	0	0	52
	2022	52	5	8	0	0	2	47
IA	2020	7	0	0	0	1	0	6
	2021	6	7	4	0	0	0	9
	2022	9	0	0	0	0	3	6
ID	2020	2	0	0	0	0	0	2
	2021	2	0	2	0	0	0	0
	2022	0	3	0	0	0	0	3
IL	2020	10	3	0	0	0	0	13
	2021	13	11	0	0	3	2	19
	2022	19	4	0	0	0	0	23
IN	2020	28	0	0	0	0	1	27
	2021	27	12	3	0	0	3	33
	2022	33	4	0	0	0	1	36
KS	2020	17	0	0	0	0	0	17
	2021	17	7	0	0	0	0	24
	2022	24	3	1	0	0	0	26
KY	2020	17	1	0	0	0	0	18
	2021	18	4	8	0	1	2	11
	2022	11	0	0	0	0	0	11
LA	2020	20	3	0	0	0	2	21
	2021	21	7	0	0	1	1	26
	2022	26	1	0	0	0	0	27
MA	2020	29	31	0	0	0	0	60
	2021	60	13	0	0	3	6	64
	2022	64	15	0	0	4	1	74
MD	2020	46	26	0	0	0	2	70
	2021	70	12	0	0	4	1	77
	2022	77	16	0	0	1	0	92
MI	2020	110	10	1	0	1	0	118

	2021	118	8	17	0	1	0	108
	2022	108	10	0	0	0	2	116
ME	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
MN	2020	37	7	0	0	0	0	44
	2021	44	1	0	0	0	8	37
	2022	37	5	0	0	0	1	41
MO	2020	13	1	0	0	0	2	12
	2021	12	10	0	0	0	0	22
	2022	22	3	0	0	1	0	24
MS	2020	24	1	0	0	0	0	25
	2021	25	14	16	0	0	7	16
	2022	16	1	0	0	1	3	13
NC	2020	57	8	9	0	3	3	50
	2021	50	37	6	0	0	1	80
	2022	80	14	3	0	0	1	90
NE	2020	24	5	0	0	0	0	29
	2021	29	9	7	0	0	3	28
	2022	28	0	0	0	0	0	28
NH	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
NJ	2020	25	23	0	0	0	3	45
	2021	45	2	0	0	0	1	46
	2022	46	1	0	0	0	1	46
NM	2020	9	0	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	0	0	0	0	0	10
NV	2020	13	1	0	0	0	0	14
	2021	14	1	0	0	0	0	15
	2022	15	0	0	0	0	0	15
NY	2020	61	34	4	0	4	6	81
	2021	81	10	1	0	11	3	76
	2022	76	22	0	0	0	0	98
OH	2020	56	9	12	0	7	4	42
	2021	42	22	10	0	0	5	49
	2022	49	8	0	0	1	2	54
OK	2020	27	1	0	0	0	0	28
	2021	28	6	0	0	0	0	34
	2022	34	4	0	0	0	0	38
OR	2020	23	1	4	0	0	0	20

	2021	20	1	0	0	0	0	21
	2022	21	2	0	0	0	0	23
PA	2020	116	19	0	0	0	1	134
	2021	134	33	0	0	1	7	159
	2022	159	23	0	0	2	0	180
RI	2020	4	8	0	0	0	0	12
	2021	12	6	0	0	4	1	13
	2022	13	7	0	0	2	0	18
SC	2020	17	10	0	0	0	6	21
	2021	21	28	1	0	0	0	48
	2022	48	11	1	0	1	0	57
SD	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
TN	2020	46	7	2	0	2	3	46
	2021	46	17	22	0	1	5	35
	2022	35	2	0	0	0	0	37
TX	2020	58	10	0	0	0	2	66
	2021	66	11	0	0	0	0	77
	2022	77	10	1	0	0	1	85
UT	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
VA	2020	44	31	2	0	0	0	73
	2021	73	20	0	0	3	1	89
	2022	89	14	0	0	4	0	99
VT	2020	2	0	0	0	0	0	2
	2021	2	2	0	0	0	0	4
	2022	4	2	0	0	0	0	6
WA	2020	32	2	10	0	0	1	23
	2021	23	0	1	0	0	0	22
	2022	22	0	0	0	0	0	22
WI	2020	153	11	0	0	3	1	160
	2021	160	29	81	0	0	24	84
	2022	84	5	0	0	1	1	87
WV	2020	15	1	0	0	0	0	16
	2021	16	4	0	0	2	4	14
	2022	14	3	0	0	0	0	17
Total	2020	1468	361	50	0	25	50	1704
	2021	1704	491	190	0	58	95	1852
	2022	1852	278	19	0	28	25	2058

Table No. 4
Status of Company-Operated Outlets
For Years 2020 to 2022

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Outlets Reacquired from Franchisee	(Col. 6) Outlets Closed	(Col. 7) Outlets Sold to Franchisee	(Col. 8) Outlets at End of Year
AL	2020	2	0	0	0	2	0
	2021	0	1	1	0	0	2
	2022	2	0	2	0	1	3
AR	2020	3	11	0	0	3	11
	2021	11	1	5	11	0	6
	2022	6	2	0	4	0	4
AZ	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	8	0	1	8	0
CA	2020	7	0	1	0	7	1
	2021	1	0	3	0	1	3
	2022	3	0	0	0	3	0
CO	2020	0	0	3	0	0	3
	2021	3	0	0	3	0	0
	2022	0	0	0	0	0	0
CT	2020	21	4	0	0	18	7
	2021	7	4	1	1	3	8
	2022	8	1	7	0	7	9
DC	2020	10	0	0	0	10	0
	2021	0	0	8	0	0	8
	2022	8	1	0	0	8	1
FL	2020	2	0	0	1	1	0
	2021	0	2	5	0	0	7
	2022	7	2	1	2	5	3
GA	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	1	0
IL	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
	2022	2	0	0	0	0	2
IN	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
IA	2020	1	0	1	0	1	1

	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
KS	2020	0	1	0	0	0	1
	2021	1	0	0	0	1	0
KY	2020	8	0	0	8	0	0
	2021	0	0	1	0	0	1
LA	2020	1	0	0	1	0	0
	2021	0	0	1	0	0	1
MA	2020	25	0	0	0	23	2
	2021	2	2	3	0	2	5
MD	2020	18	0	0	1	17	0
	2021	0	3	4	0	0	7
MI	2020	1	2	1	0	1	3
	2021	3	1	1	3	0	2
MN	2020	7	0	0	0	7	0
	2021	0	1	0	0	0	1
MO	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
MS	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
NC	2020	26	22	3	0	3	48
	2021	48	3	0	45	3	3
NH	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
NJ	2020	25	0	0	0	23	2
	2021	2	0	0	0	2	0
NM	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

	2022	0	0	0	0	0	0
NY	2020	36	0	4	5	26	9
	2021	9	2	11	3	1	18
	2022	18	3	0	0	11	10
OH	2020	1	1	7	0	1	8
	2021	8	0	0	0	7	1
	2022	1	0	1	0	1	1
OK	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
OR	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0
PA	2020	7	0	0	0	5	2
	2021	2	6	1	0	2	7
	2022	7	4	2	3	4	6
RI	2020	7	4	0	0	7	4
	2021	4	1	4	0	4	5
	2022	5	0	2	0	5	2
SC	2020	7	2	0	0	1	8
	2021	8	5	0	8	0	5
	2022	5	0	1	4	1	1
TN	2020	6	1	2	1	2	6
	2021	6	2	1	2	6	1
	2022	1	1	0	0	1	1
TX	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
UT	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
VA	2020	21	0	0	0	21	0
	2021	0	1	3	0	0	4
	2022	4	1	4	0	3	6
WV	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
	2021	2	0	0	0	2	0
WA	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
WI	2020	4	0	3	0	4	3

	2021	3	0	0	3	0	0
	2022	0	0	1	0	0	1
Total	2020	248	48	25	17	184	120
	2021	120	37	57	79	33	102
	2022	102	40	28	21	75	74

Table No. 5
Projected Openings
as of December 31, 2022

(Column 1) State	(Column 2) Franchise Agreements Signed But Outlet Not Opened	(Column 3) Projected New Franchised Outlet in the Next Fiscal Year	(Column 4) Projected New Company- Operated Outlets in the Next Fiscal Year
Alabama	0	0	0
Arkansas	0	0	0
Arizona	0	3	0
California	6	5	1
Colorado	0	2	0
Connecticut	0	0	0
District of Columbia	0	0	1
Florida	2	3	3
Georgia	0	0	0
Iowa	0	0	0
Illinois	6	0	0
Indiana	7	2	1
Kansas	0	0	0
Kentucky	4	0	0
Louisiana	0	0	0
Massachusetts	0	4	2
Maryland	5	2	1
Michigan	4	0	1
Minnesota	0	1	0
Missouri	0	3	1
Mississippi	0	0	0
North Carolina	0	0	2
Nebraska	2	0	0
New Jersey	0	3	1
Nevada	0	1	0
New York	0	0	0
Ohio	7	0	15
Oklahoma	1	0	0
Oregon	0	0	0
Pennsylvania	1	1	7
Rhode Island	1	0	4

(Column 1) State	(Column 2) Franchise Agreements Signed But Outlet Not Opened	(Column 3) Projected New Franchised Outlet in the Next Fiscal Year	(Column 4) Projected New Company-Operated Outlets in the Next Fiscal Year
South Carolina	0	0	0
Tennessee	1	0	0
Texas	1	0	0
Vermont	0	0	0
Virginia	8	4	0
Washington	0	5	1
Wisconsin	2	0	0
West Virginia	0	0	0
Total	58	39	41

Note: Item 20 tables do not reflect the Sushi With Gusto franchisee locations that we acquired on January 1, 2021.

The names, addresses, and telephone numbers of our current franchisees are listed in Exhibit C. Also listed in Exhibit C are the names and last known home address and telephone number of every franchisee who has had an outlet terminated, canceled, transferred, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during our last fiscal year, or who has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Hissho Sushi. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

We do not sponsor any trademark specific franchisee associations, and there are no trademark specific franchisee associations that have requested to be included in this Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are our audited financial statements for the fiscal years ending December 31, 2022, December 31, 2021, and December 31, 2020.

ITEM 22: CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document:

- Exhibit E. Franchise Agreement and related Attachments
- Exhibit F. Training and Confidentiality Agreement
- Exhibit G. Affidavit of Ownership
- Exhibit H. Promissory Note

ITEM 23: RECEIPTS

The final two pages of this Disclosure Document are detachable documents acknowledging your receipt of the Disclosure Document. If those pages, or any other pages or exhibits are missing from your Disclosure Document, please notify us immediately.

EXHIBIT A - LIST OF STATE ADMINISTRATORS
Hissho International, LLC
Franchise Disclosure Document

LIST OF STATE ADMINISTRATORS

CALIFORNIA:

Department of Financial Protection
and Innovation
1 866 275 2677

Los Angeles
320 West 4th Street, Suite 750
Los Angeles, CA 90013 2344
(213) 576 7500

Sacramento
2101 Arena Boulevard
Sacramento, CA 95834
(916) 445 7205

San Diego
1455 Frazee Road, Suite 315
San Diego, CA 92108
(619) 610 2093

San Francisco
One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972 8559

HAWAII:

Commissioner of Securities
Department of Commerce and
Consumer Affairs, Business
Registration Division, Securities
Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586 2722

ILLINOIS:

Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782 4465

INDIANA:

Securities Commissioner
Securities Division, Room E 111
302 West Washington Street
Indianapolis, IN 46204
(317) 232 6681

MARYLAND:

Office of the Attorney General,
Division of Securities
200 St. Paul Place
Baltimore, MD 21202 2020
(410) 576 6360

MICHIGAN:

Chad Canfield
Franchise Administrator Antitrust
and Franchise Unit
Consumer Protection Division
Department of Attorney General
670 Law Building
525 W. Ottawa Street
Lansing, MI 48913
(517) 373 7117

MINNESOTA:

Commissioner
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101 2198
(651) 539 1500

NEW YORK:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416 8222

NORTH DAKOTA:

North Dakota Securities Department
State Capitol, 14th Floor
600 East Boulevard Avenue
Bismarck, ND 58505 0510
(701) 328 2910

OREGON:

Div. of Finance & Corp. Securities,
Department of Consumer & Business
Services, Room 410
350 Winter Street, NE
Salem, OR 97301 3881
(503) 378 4140

RHODE ISLAND:

Department of Business Regulation
Securities Division
Bldg. 69, First Floor
John O. Pasture Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462 9585

SOUTH DAKOTA:

Franchise Administrator
Division of Insurance
Securities Regulation
124 S. Euclid, 2nd Floor
Pierre, SD 57501
605 773 3563

VIRGINIA:

State Corporation Commission
Division of Securities & Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371 9051

WASHINGTON:

Securities Division
Department of Financial Institutions
150 Israel Road, SW
Tumwater, WA 98501
(360) 902 8760

WISCONSIN:

Division of Securities
Bureau of Regulation &
Enforcement, Department of
Financial Institutions, North Tower
4822 Madison Yards Way
Madison, WI 53705
(608) 266 0448

EXHIBIT B - LIST OF AGENTS FOR SERVICE OF PROCESS
Hissho International, LLC
Franchise Disclosure Document

LIST OF AGENTS FOR SERVICE OF PROCESS

<p>CALIFORNIA Commissioner of Dept. of Financial Protection and Innovation 2101 Arena Blvd. Sacramento 95834 www.dfpi.ca.gov and email: Ask.DFPI@dfpi.ca.gov</p>	<p>NEW YORK New York Secretary of State 99 Washington Avenue Albany, NY 12231 0001</p>
<p>DELAWARE Corporate Creations Network Inc. 3411 Silverside Road Tatnall Building Ste 104 Wilmington, Delaware 19810</p>	<p>NORTH CAROLINA Corporate Creations Network Inc. 15720 Brixham Hill Avenue #300 Charlotte, NC 28277</p>
<p>HAWAII Commissioner of Securities, Dept. of Commerce and Consumer Affairs, Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813</p>	<p>NORTH DAKOTA Securities Commissioner of North Dakota State Capitol, 14th Floor 600 East Boulevard Avenue Bismarck, ND 58505</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, IL 62706</p>	<p>OREGON Director, Dept. of Consumer and Business Services 350 Winter Street NE, Room 410 Salem, OR 97301 3881</p>
<p>INDIANA Securities Commissioner Indiana Secretary of State 201 State House Indianapolis, IN 46204</p>	<p>RHODE ISLAND Director, Dept. of Business Regulation, Securities Division, John O. Pastore Center, Bldg. 69, 1st Floor, 1511 Pontiac Avenue Cranston, RI 02920 401.462.9585</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202 2020 410.576.6360</p>	<p>SOUTH DAKOTA Director, Division of Insurance Securities Regulation 124 S. Euclid, 2nd Floor Pierre, SD 57501 605.773.3563</p>
<p>MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48910</p>	<p>VIRGINIA Clerk, State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 804.371.9733</p>
<p>MINNESOTA Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 2198</p>	<p>WASHINGTON Director, Securities Division Department of Financial Institutions 150 Israel Road, SW Tumwater, WA 98501</p>

	WISCONSIN Wisconsin Commissioner of Securities Department of Financial Institutions, North Tower 4822 Madison Yards Way Madison, WI 53705
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EXHIBIT C – LISTS OF CURRENT AND FORMER FRANCHISEES
Hissho International, LLC
Franchise Disclosure Document

**EXHIBIT C-1 TO THE DISCLOSURE DOCUMENT
LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2022**

LIST OF CURRENT FRANCHISEES (2058 Total)			
Franchisee	Food Retail Unit Name	Food Retail Unit Address	FRU Phone Number
Awng Pa Dang	151DAPH Fresh Market	6900 US Highway 90, Suite 2, Daphne AL 36526	251-626-1422
Cindy Smart	Troy State University - Sushi	117 Adams Center, Troy AL 36082-0001	334-670-3454
Dana Wang	University of Alabama Birmingham - Mein Bowl	1400 University Blvd, Birmingham AL 35233-1501	205-934-4011
Dana Wang	University of Alabama Birmingham - Sushi	1400 University Blvd, Birmingham AL 35233-1501	205-934-4011
David Kingpang	042MOB Fresh Market	3940 Airport Blvd Suite A, Mobile AL 36608	251-344-8026
Etsu Mein Bowl LLC	Oakwood University	7000 Adventist Blvd NW, Huntsville AL 35896	N/A
Etsu Mein Bowl LLC	University of Alabama Huntsville - Charger Village Food Court	507 John Wright Dr NW, Huntsville AL 35805	256-824-5124
Etsu Mein Bowl LLC	University of Alabama Huntsville - Blue's Tech Hall	5000 Technology Dr NW, Huntsville AL 35805-1980	256-824-5124
Etsu Mein Bowl LLC	University of Alabama Huntsville - Charger Brew	4700 Holmes Ave, Huntsville AL 35899-0001	256-824-5124
Etsu Mein Bowl LLC	University of Alabama Huntsville - Mein Bowl	4705 Holmes Ave, Huntsville AL 35899-0001	256-824-5124
Etsu Mein Bowl LLC	University of Alabama Huntsville - Sushi	4705 Holmes Ave, Huntsville AL 35899-0001	256-824-5124
Khai Kim	178BHAM Fresh Market	549 Brookwood Village, Homewood AL 35209	205-414-0017
King Sithu LLC	207TUSC Fresh Market	1320 McFarland Blvd East, Tuscaloosa AL 35404	205-391-1204
La Awng	083HNTSV Fresh Market	4800 WhiteCMurg Drive, Huntsville AL 35802	256-880-9042
Salai Kee Le Awm Kee	Samford University	800 Lakeshore Dr, Homewood AL 35209-6715	205-726-2011
Sany LLC	Jacksonville State University - Mein Bowl	700 Pelham Rd N, Jacksonville AL 36265-1602	N/A
Sany LLC	Jacksonville State University - Sushi	700 Pelham Rd N, Jacksonville AL 36265-1602	N/A
Skyhope Inc.	Troy State University - Mein Bowl	117 Adams Center, Troy AL 36082-0001	334-670-3454
Thet Win	045MONT Fresh Market	1635 Perry Hill Rd, Montgomery AL 36106	334-272-8952
Ti Law Ka	Sprouts #480	5250 Medford Dr, Hoover AL 35244-2104	205-263-4970
Ti Law Ka	Sprouts #482	5265 Highway 280, Birmingham AL 35242-5315	205-263-2808
Chavis Higashi	University of Arkansas Little Rock - Convenience Store	2801 S University Ave, Little Rock AR 72204	N/A
Chavis Higashi	University of Arkansas Little Rock - DSC Kitchen Student	2801 S University Ave, Little Rock AR 72204	N/A

C-1

	Center		
La Nan Galau	077LTRK Fresh Market	11525 Cantrell Road Suite 800, Little Rock AR 72212	501-225-7700
Myint Ngwe	153ROGR Fresh Market	2203 Promenade Blvd, Suite, 121Rogers AR 72758	479-986-8886
Sian Deih LLC	Arkansas State University	105 N. Caraway Road, Jonesboro AR 72401	N/A
Budathoki Family LLC	Sprouts #024	4645 E Speedway Blvd, Tucson AZ 85712-4633	520-325-1320
CHERRY PAR, LLC	Sprouts #014	2582 S Val Vista Dr, Gilbert AZ 85295-0726	480-821-1511
Daniel Bawi Lian Thang	Sprouts #007	8040 N 19TH Ave, Phoenix AZ 85021-5101	602-864-6130
Daniel Bawi Lian Thang	Sprouts #017	1625 E Glendale Ave, Phoenix AZ 85020-5521	602-385-2150
David Rodriguez	Sprouts #042	18755 S Nogales Hwy, Green Valley AZ 85614-0400	520-729-3370
David Thang, LLC	Sprouts #036	174 E Sheldon St, Prescott AZ 86301-3183	928-499-3350
David Thang, LLC	Sprouts #028	5645 E State Route 69, Prescott Valley AZ 86314-6540	928-379-8000
Dawt Chin	Sprouts #044	5355 E Carefree Hwy, Cave Creek AZ 85331-9080	N/A
De Deih Sushi, LLC	Sprouts #045	20300 N John Wayne Pkwy, Maricopa AZ 85139	N/A
De Deih Sushi, LLC	Sprouts #043	1240 S Signal Butte Rd, Mesa AZ 85209-1602	N/A
HTUN FAMILY, LLC.	Target #2365	21398 S Ellsworth Loop Rd, Queen Creek AZ 85142	N/A
HTUN FAMILY, LLC.	Target #1960	3931 S Gilbert Rd, Gilbert AZ 85297	N/A
Kyaw Do Sushi LLC	Sprouts #033	4065 S Gilbert Rd, Chandler AZ 85249-2702	602-385-3392
Kyaw Do Sushi LLC	Sprouts #015	2855 S Alma School Rd, Chandler AZ 85286-4401	480-814-2700
Kyawt Kyawt Aung	Sprouts #018	245 E Bell Rd, Phoenix AZ 85022- 2353	602-218-4949
Lucy Iang Men	Veterans Canteen Service #644	650 E Indian School Rd, Phoenix AZ 85012-1839	602-222-6421
Lun Kap Lian	Sprouts #035	1590 S 4TH Ave, Yuma AZ 85364- 4638	928-388-6016
Magar Family LLC	Target #2140	4040 N Oracle Rd, Tucson AZ 85705	N/A
Magar Family LLC	Sprouts #023	4282 N 1ST Ave, Tucson AZ 85719-1026	520-407-5132
Mang Sian Sut	Sprouts #040	7700 S 59th Ave, LaVeen AZ 85339-3064	N/A
May Soe	Sprouts #039	8787 N Scottsdale Rd, Scottsdale AZ 85253-2325	N/A
Mual Zang LLC	Sprouts #041	3320 N 7TH Ave, Phoenix AZ 85013-4109	N/A
Nawarat LLC	Sprouts #011	7665 N Oracle Rd, Oro Valley AZ 85704-6310	520-297-5446

Nawarat LLC	Sprouts #021	3860 W River Rd, Tucson AZ 85741-3793	520-204-1787
Nawarat LLC	Sprouts #022	7877 E Broadway Blvd, Tucson AZ 85710-3943	520-546-6112
Ngun Si	Sprouts #038	931 E Elliot Rd, Tempe AZ 85284- 1578	480-567-7040
Ngun Si	Sprouts #020	1706 E Southern Ave, Tempe AZ 85282-5613	480-821-1511
Ni Hlei Mawi	Sprouts #019	4402 N Miller Rd, Scottsdale AZ 85251-3604	480-941-6001
Nicholas Mang Sian Mung	Sprouts #005	1933 East Brown Road, Mesa AZ 85203	N/A
Nicholas Mang Sian Mung	Sprouts #034	2060 E Baseline Rd, Mesa AZ 85204-6965	480-401-3758
Peng Family Sushi LLC	Sprouts #004	12415 N Tatum Blvd, Phoenix AZ 85032-7708	602-971-4177
Pum Sushi, LLC	Sprouts #002	9301 E Shea Blvd, Scottsdale AZ 85260-6736	480-551-9665
Ram Uk Thang	Sprouts #012	13759 W. Bell Road, Surprise AZ 85374	N/A
Ram Uk Thang	Sprouts #031	10134 W Happy Valley Pkwy, Peoria AZ 85383-4254	602-385-3392
Ram Uk Thang	Sprouts #009	4201 W Thunderbird Rd, Phoenix AZ 85053	623-487-0330
Ram Uk Thang	Sprouts #006	8375 W Thunderbird Rd, Peoria AZ 85381-3685	623-334-1111
Ram Uk Thang	Sprouts #003	5665 W Bell Rd, Glendale AZ 85308-3883	602-896-0300
Ram Uk Thang	Sprouts #027	6760 W Deer Valley Rd, Glendale AZ 85310-5949	623-385-4430
Rem Ruat	Sprouts #001	1959 W Ray Rd, Chandler AZ 85224-4007	480-732-1012
Rem Ruat	Sprouts #016	4735 E Ray Rd, Phoenix AZ 85044- 6233	480-295-4901
Sang Aye Win, LLC	Sprouts #030	5455 E High St, Phoenix AZ 85054- 5463	602-682-3200
Sang Aye Win, LLC	Sprouts #029	23269 N Scottsdale Rd, Scottsdale AZ 85255-4481	480-295-4789
Sawnan Sushi LLC	Veterans Canteen Service #678	3601 South 6th Ave, Tucson AZ 85723	520-629-1844
Solomon Fresh Rolls Sushi LLC	Target #2354	5715 N 19th Ave, Phoenix AZ 85015	N/A
Solomon Fresh Rolls Sushi LLC	Target #2236	16806 N 7th StPhoenix AZ 85022	N/A
Solomon Fresh Rolls Sushi LLC	Sprouts #008	2824 E Indian School RdPhoenix AZ 85016-6863	602-553-3131
Thawng Lam Khai	Sprouts #026	1560 S Riordan Ranch StFlagstaff AZ 86001-6372	928-679-6000
Tihbual Sushi, LLC	Sprouts #010	5225 E Southern AveMesa AZ 85206	N/A
Tihbual Sushi, LLC	Sprouts #037	5918 E Longbow PkwyMesa AZ 85215-9651	480-401-3870
Trivass's Family LLC	Sprouts #047	4800 S. Landing WayTucson AZ 85714-2441	N/A

Vandaitui LLC	Sprouts #032	21181 S Ellsworth Loop RdQueen Creek AZ 85142-9855	602-385-3392
Zalal Sang Cung	Univ of Arizona	1303 E. UniversityTuscon AZ 85721	520-621-5735
Ah Tar	Sprouts #232	3358 Governor DrSan Diego CA 92122-2925	858-457-5006
Ahdi William Maran	Sprouts #218	24285 Magic Mountain PkwyValencia CA 91355-3401	661-414-1109
Alina Pradith	Target #2471	30340 Haun RdMenifee CA 92584	N/A
Alina Pradith	Target #2499	27818 Clinton Keith RdMurrieta CA 92562	N/A
Aung Kyaw Moe	Sprouts #431	250 E Harney LnLodi CA 95240-6882	N/A
Aung Phyoe	Sprouts #405	850 Herndon AveClovis CA 93612-0489	559-326-1169
Aung Phyoe	Sprouts #273	7477 N Blackstone AveFresno CA 93720-4305	559-256-1735
Aung Phyoe	Target #2349	2195 E Prosperity AveTulare CA 93274	N/A
Awng Kham Manam	Sprouts #278	3181 Crow Canyon PlSan Ramon CA 94583-1325	925-302-1395
Awng Kham Manam	Sprouts #221	7153 Amador Plaza RdDublin CA 94568-2317	925-307-1172
Awng Kham Manam	Sprouts #259	1530 Geary RdWalnut Creek CA 94597-2707	925-953-1113
Aye Nandar Aung	Sprouts #411	8985 Venice BlvdLos Angeles CA 90034-3344	424-361-6611
Aye Nandar Aung	Sprouts #215	5660 Sepulveda BlvdCulver City CA 90230-6122	310-591-1028
Bungshi Inc	Kaiser Permanente Medical Center	4733 Sunset BlvdLos Angeles CA 90027	N/A
Charles Dim-Awng	Pepperdine University - Drescher Place Cafe	24255 Pacific Coast HwyMalibu CA 90263-3999	415-336-6712
Charles Dim-Awng	Pepperdine University - Hawk Cafe	24255 Pacific Coast HwyMalibu CA 90263-3999	415-336-6712
Charles Dim-Awng	Pepperdine University - CCB	24255 Pacific Coast HwyMalibu CA 90263-3999	415-336-6712
Charles Dim-Awng	Pepperdine University - Nature's Edge	24255 Pacific Coast HwyMalibu CA 90263-3999	415-336-6712
Charles Dim-Awng	Pepperdine University	24255 Pacific Coast HwyMalibu CA 90263-3999	415-336-6712
Charles Dim-Awng	AMGEN	790 Pauling Dr Thousand Oaks CA	513-967-4378
Charles Dim-Awng	Sprouts #226	4175 Park BlvdSan Diego CA 92103-2510	619-291-8287
Charles Dim-Awng	Sprouts #228	3315 Rosecrans StSan Diego CA 92110-4224	619-523-3640
Charles Dim-Awng	Sprouts #249	15727 Bernardo Heights PkwySan Diego CA 92128-3181	858-385-1606
Chit Sa Noe	Sprouts #243	120 West Ontario AvenueCorona CA 92882	N/A
Chit Sa Noe	Sprouts #440	13985 Limonite Ave, Eastvale CA 92880	N/A
Choon Kim	Sprouts #220	1012 S Westlake BlvdWestlake	N/A

		Village CA 91361-3107	
Claudia Rangel Castro	Safeway Community Market #2453	1550 Shattuck AveBerkeley CA 94709-1517	510-841-7942
Claudia Rangel Castro	Safeway Community Market #2451	1850 Solano AveBerkeley CA 94707-2313	510-524-1673
CLNP Family Corporation	Sprouts #446	9848 Chapman AveGarden Grove CA 92841	N/A
CLNP Family Corporation	Sprouts #448	17950 Magnolia St.Fountain Valley CA 92708	N/A
Drew Jameson Fields	New Frontiers Natural Marketplace #9	1984 Old Mission DrSolvang CA 93463-2281	805-693-1746
Hla Sandar Win	Sprouts #410	655 S Grand AveGlendora CA 91740-4139	626-250-6625
Hnin Wayyan Phyo	Sprouts #406	1028 E Brokaw RdSan Jose CA 95131-2309	408-490-3041
HOME BAP INC	Sprouts #272	6607 Fallbrook AveWest Hills CA 91307-3520	818-687-2104
Htay Yu Mon	Sprouts #452	10846 Bear Hollow DrRancho Cordova CA 95670	N/A
Htoi Awng	Sprouts #417	3015 Clairemont DrSan Diego CA 92117-6802	619-764-6015
Htoi Awng	Sprouts #234	4439 Genesee AveSan Diego CA 92117-3005	N/A
Ja Doi N-Li	Target #2468	12795 Main StHesperia CA 92345	N/A
Jacqueline Quezada	Sprouts #246	79050 Highway 111La Quinta CA 92253-2482	760-771-2485
Khaw Ram	Sprouts #296	550 Camino De EstrellaSan Clemente CA 92672-3553	949-542-1036
Khim Aung	Sprouts #253	510 W 13TH AveEscondido CA 92025-5619	760-743-1528
Khin Hnin Shwe	Veterans Canteen Service #691	11301 Wilshire BlvdLos Angeles CA 90073-1003	310-268-3682
Khin Hnin Shwe	Veterans Canteen Service #196	11301 Wilshire BlvdLos Angeles CA 90073-1003	310-268-3682
Khin Hnin Shwe	Sprouts #275	1751 Westwood BlvdLos Angeles CA 90024-5607	310-500-1192
Khin Maung Htwe	Sprouts #240	3030 Harbor Blvd Suite DCosta Mesa CA 92626	N/A
Khin Maung Htwe	Sprouts #212	9861 Adams AveHuntington Beach CA 92646-4807	N/A
Khin Maung Htwe	Sprouts #258	225 E. 17th StreetCosta Mesa CA 92627	N/A
Khin Ohn Myint	Sprouts #260	4253 Woodruff AveLakewood CA 90713-3142	562-739-2541
Kim Truong Thai	Sprouts #203	149 S Las Posas RdSan Marcos CA 92078-2419	760-208-6041
Ko Myo Aung	Sprouts #441	29 S Milpas StSanta Barbara CA 93103	N/A
Ko Myo Aung	Sprouts #415	4870 Telephone RdVentura CA 93003-5234	805-941-4013
Ko Myo Aung	Sprouts #412	175 N Fairview AveGoleta CA 93117-2304	805-979-9589
Kong Lang Sushi	Sprouts #250	471 College BlvdOceanside CA	760-726-7274

Inc		92057-5435	
Kyaw Zin Tun	Sprouts #289	8550 Santa Monica Blvd West Hollywood CA 90069-4496	N/A
Lat Pong	Sprouts #231	659 Lomas Santa Fe Dr Solana Beach CA 92075-1412	858-350-7900
Lat Pong	Sprouts #247	3243 Camino de los Coches Carlsbad CA 92009-8966	760-635-0625
Lat Pong	Sprouts #224	1327 Encinitas Blvd Encinitas CA 92024-2845	760-633-4747
Lawrance King	Sprouts #205	835 W Foothill Blvd Claremont CA 91711-3302	909-267-1049
Lydia Lian	Sprouts #284	1075 Monroe St Albany CA 94706-2267	510-345-0461
Mariana Taylor	Sprouts #434	2735 Marconi Ave Sacramento CA 95821-4913	N/A
May Sushi Inc.	Sprouts #233	3205 Lemon Grove Avenue Lemon Grove CA 91945	N/A
May Sushi Inc.	Sprouts #299	878 Eastlake Pkwy Chula Vista CA 91914-4544	619-421-2099
May Sushi Inc.	Sprouts #298	690 THIRD AVE Chula Vista CA 91910-5704	619-409-7630
May Sushi Inc.	Sprouts #202	152 N 2ND St El Cajon CA 92021-7240	619-579-8251
May Thin Kyu	San Francisco State University - City Eats	801 Font Blvd San Francisco CA 94132	N/A
Min Htut	Sprouts #283	2060 El Camino Real Santa Clara CA 95050-4051	408-780-7248
Min Htut	Sprouts #270	1130 Branham Ln San Jose CA 95118-3701	408-833-1152
Min Htut	Oracle Corporate Office	4230 Leonard Stocking Dr Santa Clara CA 95054-1777	650-506-3855
Min Thi Ha Lwin	Sprouts #204	4230 Pacific Coast Hwy Torrance CA 90505-5526	424-903-7062
Min Thi Ha Lwin	Sprouts #222	1515 Hawthorne Blvd Redondo Beach CA 90278-3924	N/A
Min Thi Ha Lwin	Sprouts #252	820 N Western Ave San Pedro CA 90732-2426	310-831-7836
Miram Dahum	Sprouts #254	9361 Mission Gorge Rd Santee CA 92071-3815	619-562-0145
Mon Mon Lynn	Sprouts #285	915 N La Brea Ave Los Angeles CA 90038-2360	323-217-1642
Mon Mon Lynn	Sprouts #255	21821 Ventura Blvd Woodland Hills CA 91364-1838	818-887-7873
Mya Nandar Aung	Sprouts #216	111 E El Camino Real Sunnyvale CA 94087-1937	408-702-1173
Mya Nandar Aung	Sprouts #287	20558 Stevens Creek Blvd Cupertino CA 95014-2130	408-780-7748
Myat Ling Pai	Sprouts #237	27271 La Paz Rd Laguna Niguel CA 92677-3624	949-349-1999
Myat Ling Pai	Sprouts #439	24332 Rockfield Blvd Lake Forest CA 92630-4742	N/A
Nadi Wah Saucedo	Sprouts #438	2630 E Workman Ave West Covina CA 91791-1627	N/A

Nadi Wah Saucedo	Sprouts #236	1011 N San Fernando BlvdBurbank CA 91504-4329	818-556-4089
Nai Banya Oo	Sprouts #447	24101 Hemlock Ave.Moreno Valley CA 92557	N/A
Nang He Shin	Sprouts #213	11710 Carmel Mountain RdSan Diego CA 92128-4622	858-798-7200
Nay Chi Htwe	Sprouts #288	655 Irwin StSan Rafael CA 94901-3943	415-524-1159
Nway Nway Ei	Sprouts #264	15801 Whittier BlvdWhittier CA 90603-2520	562-265-2107
Nyi Chee	Sprouts #427	313 Madonna RdSan Luis Obispo CA 93405-6553	N/A
Ohn Mar Sett	Sprouts #404	2325 Sand Creek RdBrentwood CA 94513-7173	925-308-1965
Phanh Ho	Sprouts #433	1771 E Capitol ExpySan Jose CA 95121-1561	N/A
Phonemane Hansay	Sprouts #211	1500 East Villiage Way, Ste. #2279Orange CA 92865	N/A
Phonemane Hansay	Sprouts #207	14945 Holt AveTustin CA 92780-3406	714-415-4381
Phonemane Hansay	Sprouts #256	3011 El Camino RealTustin CA 92782-8905	714-734-8760
Phonemane Hansay	Sprouts #242	27765 Santa Margarita PkwyMission Viejo CA 92691-6652	949-587-3003
Phyu Phyu Win	Sprouts #423	6753 Carnelian StRancho Cucamonga CA 91701-4556	909-296-3094
Phyu Phyu Win	Sprouts #208	12301 Seal Beach BlvdSeal Beach CA 90740-2708	562-794-2125
Pong Shiphan	Sprouts #248	32413 Temecula PkwyTemecula CA 92592-5808	951-303-0087
Pong Shiphan	Sprouts #251	39606 Winchester RdTemecula CA 92591-3550	951-694-3680
Pongsan Zame	Sprouts #239	2618 El Camino RealCarlsbad CA 92008-1214	760-730-1123
Pongzi Htat Hpu	Sprouts #416	2634 Gateway RdCarlsbad CA 92009-1773	760-827-8916
PSR	Sprouts #430	8142 Mira Mesa BlvdSan Diego CA 92126-2602	N/A
PSR	Sprouts #227	1260 Garnet AveSan Diego CA 92109-2912	858-270-8200
Rosalina Merez	Sprouts #408	2030 Douglas BlvdRoseville CA 95661-3855	916-462-5047
Rosalina Merez	Safeway Community Market #2452	1200 Irving StSan Francisco CA 94122-2121	415-661-3220
Rose Par Tha	Sprouts #401	1300 Pinole Valley RdPinole CA 94564-1363	510-640-8111
San Family LLC	Veterans Canteen Service #605	11201 Benton StLoma Linda CA 92357-1000	909-583-6806
San San Maw	Sprouts #413	2800 Cochran StSimi Valley CA 93065-2780	805-422-3363
Sau Kuen Fung	Veterans Canteen Service #662	4150 Clement StSan Francisco CA 94121-1563	415-750-2128
Saw Bah Blu	Sprouts #428	115 Ferrari Ranch RdLincoln CA	N/A

		95648-7413	
Siu Va Chuong	Sprouts #238	17482 Yorba Linda Blvd Yorba Linda CA 92886-3823	714-572-3535
Siu Va Chuong	Sprouts #262	22401 Old Canal Road Yorba Linda CA 92887	N/A
Soe Moe Aye	Sprouts #407	150 E Main St Alhambra CA 91801-3544	626-863-1096
Souphaphone Meo Mounivong	Veterans Canteen Service #600	5901 E 7th St Long Beach CA 90822-5201	562-826-5442
Su Myat Hlaing	Sprouts #437	1302 S La Brea Ave Los Angeles CA 90019-3060	323-801-7510
Su Myat Ko Ko	Sprouts #245	7355 Day Creek Blvd Rancho Cucamonga CA 91739-8014	909-803-5730
Su Myat Ko Ko	Sprouts #241	3630 Grand Ave Chino Hills CA 91709-1474	909-548-0440
Su Su Maung	Sprouts #414	905 E Bidwell St Folsom CA 95630-3348	916-605-7050
Su Tin Lu	Sprouts #281	847 W Foothill Blvd Upland CA 91786-3727	909-912-1461
Supparadar Soe	Sprouts #424	6399 Jarvis Ave Newark CA 94560-1214	510-789-0361
Swe Swe Thein	Sprouts #269	5205 Prospect Rd San Jose CA 95129-5000	408-725-3970
Than Than Soe	Sprouts #403	2245 Yosemite Dr Los Angeles CA 90041-2618	323-423-1128
Thant Zin Oo	Sprouts #432	1041 Helen Power Dr Vacaville CA 95687-3507	N/A
Thant Zin Oo	Sprouts #422	2810 Del Paso Rd Sacramento CA 95834-9677	916-431-1111
Thi Thi Myint	Sprouts #274	401 Kenilworth Dr Petaluma CA 94952-3413	707-789-4976
Tin Cho Win	Sprouts #419	2400 Las Posas Rd Camarillo CA 93010-3439	805-233-3755
Tin Cho Win	Sprouts #443	27281 Newport Rd Menifee CA 92584	N/A
Tun Lin	Sprouts #244	1447 South Harbor Blvd Fullerton CA 92832	N/A
Tun Lin	Sprouts #426	11900 South St Cerritos CA 90703-6847	562-274-0602
Van Daai Tui LLC	Sprouts #436	1401 Hilltop Dr Redding CA 96003	N/A
Van Lian Uk	Sprouts #454	39258 10th St W Palmdale CA 93551-3753	N/A
Wai Yan Hein	Sprouts #280	10650 Stockdale Hwy Bakersfield CA 93311-3669	661-617-8957
Wunna Soe	Sprouts #257	400 W Huntington Dr Monrovia CA 91016-3202	626-358-6845
Wunna Soe	Sprouts #261	920 Foothill Blvd La Canada Flintridge CA 91011-3338	818-495-1104
Xuemei Di	Sprouts #279	3035 Broadway Oakland CA 94611	510-851-7688
Yae Hlaing Corp	Veterans Canteen Service #164	3801 Miranda Ave Palo Alto CA 94304-1207	650-585-5754
Yae Hlaing Corp	Sprouts #276	301 Gellert Blvd Daly City CA 94015-2613	415-325-1091

Ye Htun Kyaw	Sprouts #277	6942 Warner Ave Huntington Beach CA 92647-5316	714-369-1160
Ye Lin Ted	Sprouts #263	7905 Greenback Ln Citrus Heights CA 95610-6907	916-560-2000
Ye Lin Ted	Sprouts #267	4408 Del Rio Rd Sacramento CA 95822-1126	916-455-4200
Yon Lwin Dawson	Lawrence Livermore National Laboratory - Sandia	7000 East Ave Livermore CA 94550-9698	925-422-3582
Yon Lwin Dawson	Lawrence Livermore National Laboratory - West	7000 East Ave Livermore CA 94550-9698	925-422-3582
Yon Lwin Dawson	Lawrence Livermore National Laboratory - Central Site	7000 East Ave Livermore CA 94550-9698	925-422-3582
Yu Fa Wu	Veterans Canteen Service #664	3350 La Jolla Village Dr San Diego CA 92161-0002	858-552-8585
Yu Si Dar	Sprouts #435	1400 E Vista Way Vista CA 92084	N/A
Yuping Zhong	Sprouts #229	13536 Poway Rd Poway CA 92064- 4725	858-486-7851
Yuping Zhong	Sprouts #409	16415 Paseo Del Sur San Diego CA 92127-4210	858-798-8232
Zaw Htoo Myint	Sprouts #209	735 East Birch Street Brea CA 92821	N/A
Zaw Htoo Myint	Sprouts #286	1431 W Imperial Hwy La Habra CA 90631-6992	562-265-2151
Zaw Min Thwin	Sprouts #230	8211 Laguna Blvd Elk Grove CA 95758-7962	916-478-9595
Zin Hnin Khaing	Sprouts #420	239 S Diamond Bar Blvd Diamond Bar CA 91765-1606	909-378-4980
Zin Hnin Khaing	Sprouts #418	1375 Foothill Blvd La Verne CA 91750-3333	909-582-2836
Zin Noo Win	Sprouts #429	16964 S Highland Ave Fontana CA 92336-3464	900-320-5360
Zin Noo Win	Sprouts #421	560 W Stuart Ave Redlands CA 92374-3029	909-283-7162
Ai Htin	Target #1501	3810 Bloomington St Colorado Springs CO 80922-3203	N/A
Ai Htin	Target #2221	9670 Prominent Pt Colorado Springs CO 80924-5000	N/A
Anthony Uk Mang	Sprouts #319	555 W South Boulder Rd Lafayette CO 80026-2711	303-664-1902
Anthony Uk Mang	Sprouts #321	1131 E 120TH Ave Thornton CO 80233-5712	303-457-3600
Bawi Bik Thawng	Target #1776	9390 W Cross Dr Littleton CO 80123-2202	N/A
Benjamin Tandri	Sprouts #325	5001 S Broadway Englewood CO 80113-6810	720-612-6595
Benjamin Tandri	Target #2023	10001 Commons St Lone Tree CO 80124-5547	N/A
Biak Cung	Sprouts #302	9751 S Parker Rd Parker CO 80134- 8813	720-475-8684
Biak Cung	Sprouts #306	20831 E Smoky Hill Rd Centennial CO 80015-3107	720-305-0959
Biak Cung	Sprouts #320	8601 W Cross Dr Littleton CO 80123-0702	720-214-0410

Boi Bik	Sprouts #310	7725 Wadsworth BlvdArvada CO 80003-2123	303-463-4828
Boi Bik	Sprouts #335	5670 N Tower RdDenver CO 80249	N/A
Cinzah LLC	Target #1806	4301 E Virginia AveGlendale CO 80246-1510	N/A
Cinzah LLC	Target #3386	2490 S Colorado BlvdDenver CO 80222	N/A
Gum San Naw	Veterans Canteen Service #854	1700 Wheeling StAurora CO 80045-7211	N/A
Gum San Naw	Veterans Canteen Service #854 - Patriot Brew	1700 Wheeling StAurora CO 80045-7211	N/A
Hoi Chum	Sprouts #326	3725 Kipling StWheat Ridge CO 80033-5740	720-305-0219
Hung Law Ha	Target #2021	5071 Kipling StWheat Ridge CO 80033-2251	N/A
Hung Law Ha	Target #3279	1600 California StDenver CO 80202-3709	N/A
Iang Tha Par	Sprouts #313	1730 Dublin BlvdColorado Springs CO 80918-8348	719-590-8890
Iang Tha Par	Sprouts #329	13415 Voyager PkwyColorado Springs CO 80921-7674	719-884-7900
Lal Awm Puii	Sprouts #314	4700 W 38th AveDenver CO 80212-2269	303-433-2350
Lum Banwaw	Colorado School of Mines	1500 Illinois StGolden CO 80401- 1887	303-273-3000
Naw Naw Lahtaw	Target #1976	7400 S Gartrell RdAurora CO 80016	N/A
Naw Naw Lahtaw	Target #2219	11150 S Twenty Mile RdParker CO 80134	N/A
Ngun Hnem Par Sang Te	Sprouts #303	4345 Corbett DrFort Collins CO 80525-6111	970-416-3350
Ngun Hnem Par Sang Te	Sprouts #316	2601 S Lemay AveFort Collins CO 80525-2295	970-282-8003
Ngun Tlung	Sprouts #317	8557 E Arapahoe RdGreenwood Village CO 80112-1473	303-721-1400
Ni Cia Dim	Target #1372	1001 E 120th AveThornton CO 80233	N/A
Ni Cia Dim	Target #2197	14451 Orchard PkwyWestminster CO 80023	N/A
Ni Iang	Sprouts #304	2950 Baseline RdBoulder CO 80303-2314	720-279-6758
Ni Iang	Sprouts #312	2525 Arapahoe AveBoulder CO 80302-6720	303-449-0777
Nwe Nwe Win	University of Northern Colorado - Gourmet to Go	2101 10th StGreeley CO 80639	N/A
Nwe Nwe Win	University of Northern Colorado - Mitchener Coffee	2101 10th StGreeley CO 80639	N/A
Nwe Nwe Win	University of Northern Colorado - Munchie Mart	2101 10th StGreeley CO 80639	N/A
Nwe Nwe Win	University of Northern Colorado - University Center	2101 10th StGreeley CO 80639	N/A
Rebecca Aung	Sprouts #334	3555 N. Central Park BlvdStapleton CO 80238	N/A

Robert Mang	Sprouts #332	5617 Barnes RdColorado Springs CO 80917-1347	719-313-4405
Ruth T Thang	Sprouts #305	1150 S Ironton StAurora CO 80012- 7022	720-278-2008
Ruth T Thang	Sprouts #315	2880 S Colorado BlvdDenver CO 80222-6618	303-758-4400
Ruth T Thang	Sprouts #322	3625 E Colfax AveDenver CO 80206-1844	720-347-4205
Salai Thang	Sprouts #301	5150 W 120TH AveWestminster CO 80020-3303	303-803-1010
Sam Ngun Hu Lian	Target #1769	400 Marshall RdSuperior CO 80027	N/A
Sam Ngun Hu Lian	Target #1928	10445 Reed StWestminster CO 80021	N/A
Sui Hal	Target #2261	3650 Riverpoint PkwySheridan CO 80110	N/A
Sui Hal	Target #2716	1265 Sgt Jon Stiles DrHighlands Ranch CO 80129	N/A
Than Hmung Lian	Sprouts #308	4759 West 29th Street Unit BGreeley CO 80634	N/A
Than Hmung Lian	Sprouts #330	1440 N Lincoln AveLoveland CO 80538-3824	970-800-5607
Tony Thuangneh	Sprouts #323	1101 S Hover StLongmont CO 80501-7908	303-834-4124
Tony Thuangneh	Target #2218	555 S Hover StLongmont CO 80501	N/A
Van Biak Thawng	Target #1471	14200 E Ellsworth AveAurora CO 80012-1402	N/A
Van Biak Thawng	Target #2052	7930 E Northfield BlvdDenver CO 80238-3527	N/A
Van Cung Thawng	Sprouts #328	197 E Mississippi AveDenver CO 80209-4288	720-458-2873
Van Ni Zing	Sprouts #327	98 Wadsworth BlvdLakewood CO 80226-1550	303-957-9276
Yan Paing Oo	Sprouts #333	15050 W 64TH AveArvada CO 80007-7550	303-801-4570
Za Men	Sprouts #307	5650 Allen WayCastle Rock CO 80108	N/A
Za Men	Sprouts #309	10018 Commons StLone Tree CO 80124-5501	720-279-6616
A & K Eatery LLC	Stop & Shop #0686	1799 Farmington AveUnionville CT 6085	N/A
A & K Eatery LLC	Stop & Shop #0684	505 North Main StSouthington CT 6489	N/A
Aung Family Corp	Stop & Shop #2612	25 CT-39New Fairfield CT 6812	N/A
Aung Family Corp	Stop & Shop #0644	44 Lake Avenue ExtDanbury CT 06811-5244	N/A
Aung Gyi	Stop & Shop #0607	498 Bushy Hill RdSimsbury CT 06070-2931	N/A
Aung Thein Tun	Stop & Shop #0620	100 Quality StTrumbull CT 6611	N/A
Aung Thein Tun	Stop & Shop #0629	898 Bridgeport AveShelton CT 6484	N/A
Bhone Kywe	Stop & Shop #0650	1160 Kings Highway CutoffFairfield CT 06824-5271	N/A

Bhone Kywe	Stop & Shop #0670	4531 Main Street Bridgeport CT 6606	N/A
Cho U Tinghe	Hartford Hospital	80 Seymour St Hartford CT 06102- 8000	860-545-5000
Cingh Lun Niang	Stop & Shop #0608	99 Linwood Ave Colchester CT 6415	N/A
Cingh Lun Niang	Stop & Shop #2611	11 E High St East Hampton CT 06424-1022	N/A
Eh Doh Soe	Stop & Shop #0611	120 Salmon Brook St Granby CT 6035	N/A
Jaing Lunan Marip	Stop & Shop #0692	370 Hemingway Ave East Haven CT 6512	N/A
Jaing Lunan Marip	Stop & Shop #0696	460 Elm St West Haven CT 06516- 4233	N/A
Joshua Tu Onglar	Stop & Shop #0619	1095 Kennedy Rd Windsor CT 6095	N/A
Khamla Keola	Stop & Shop #0638	930 N Colony Rd Wallingford CT 06492-2471	N/A
Khawng Dawn Tang Bau	Stop & Shop #0658	5 River Rd Wilton CT 06897-4069	N/A
Khawng Dawn Tang Bau	Stop & Shop #0656	125 Danbury Rd Ridgefield CT 06877-4139	N/A
Khin Corporation	Highland Park - Manchester	317 Highland St Manchester CT 06040-5600	860-646-4277
Khual Khan Mang	Stop & Shop #0630	44 Fenn Rd Newington CT 06111- 2212	N/A
Ko Naing Win	Stop & Shop #2616	55 Village Green Dr Litchfield CT 06759-3419	N/A
Ko Naing Win	Stop & Shop #0622	211 High St Torrington CT 06790- 6301	N/A
Lulu Angela	Highland Park - Farmington	204 Main St Farmington CT 06032- 3626	860-674-1524
Meemar Magdalene	Highland Park - Glastonbury	1320 Manchester Rd Glastonbury CT 06033-1857	860-657-8796
Melody Wah	Stop & Shop #0605	55 Oak St Glastonbury CT 06033- 2315	N/A
Melody Wah	Stop & Shop #0631	215 Glastonbury Blvd Glastonbury CT 06033-4480	N/A
Myo Naung	The Fresh Market #213	1919 Boston Post Road, Unit 305 Guildford CT 6437	N/A
Nang San Kham Kyauk	Stop & Shop #0667	155 Boston Post Rd Waterford CT 6385	N/A
Sai Yan Aye	Stop & Shop #0699	1739 Ellington Rd South Windsor CT 6074	N/A
Sandar Win	Stop & Shop #0652	215 E Main St Clinton CT 6413	N/A
Sandar Win	Stop & Shop #0688	105 Elm St Old Saybrook CT 06475-4132	N/A
Saw Klo Say	Stop & Shop #0628	597 Farmington Ave Bristol CT 6010	N/A
Saw Pichit Maran	Stop & Shop #0606	195 West St Cromwell CT 06416- 1881	N/A
Saw Pichit Maran	Stop & Shop #2605	54 Hazard Ave Enfield CT 06082- 3845	N/A
Simon Saw LLC	Highland Park - Coventry	1721 Boston Tpke Coventry CT	860-442-5329

		06238-1105	
Super Dinosaur LLC	Stop & Shop #0654	485 Broad StMeriden CT 6450	N/A
Super Dinosaur LLC	Stop & Shop #2633	150 Whalley AveNew Haven CT 06511-3250	N/A
Super Dinosaur LLC	Stop & Shop #0694	#N/A	N/A
Super Dinosaur LLC	Stop & Shop #0648	112 Amity RdNew Haven CT 06515-1405	N/A
Super Dinosaur LLC	Stop & Shop #0600	2335 Dixwell AveHamden CT 06514-2100	N/A
Swe Zin Htet	Stop & Shop #0613	10 Pitkin RdVernon CT 06066-4709	N/A
Swe Zin Htet	Stop & Shop #2614	50 Windsorville RdVernon Rockville CT 6066	N/A
Thant Zin	Stop & Shop #0665	248 Flanders RdEast Lyme CT 6333	N/A
Thant Zin	Stop & Shop #0624	128 Samson Rock DrMadison CT 06443-3005	N/A
The Htoo Company LLC	Stop & Shop #0695	275 Highland AveCheshire CT 06410-2522	N/A
Tun Tun Lin	Stop & Shop #0662	380 Main AveNorwalk CT 06851-1553	N/A
Win Kyaw	Stop & Shop #0657	763 Straits TpkeWatertown CT 06795-3318	N/A
Win Kyaw	Stop & Shop #0679	240 Chase AveWaterbury CT 6704	N/A
Win Maw	Stop & Shop #0615	70 Town StNorwich CT 6360	N/A
Win Maw	Stop & Shop #0682	220 CT-12Groton CT 6340	N/A
Zin Mar Oo	The Fresh Market #117	605 Post Road EastWestport CT 6880	N/A
Zin Mar Oo	Stop & Shop #0653	1790 Post Rd EWestport CT 06880-5607	N/A
GADON HEALTHY SUSHI Inc	US House of Representatives - Sushi	USHR RAYBURN CAFEB-357 RAYBURN BUILDINWashington DC 20515-0001	202-224-3121
Hpan Awng Share	Giant Food #2376	1400 7th St NwWashington DC 20001-3387	N/A
Hpan Awng Share	Giant Food #0375	1050 Brentwood Rd NEWashington DC 20018-1000	N/A
Hringngen Family LLC	The World Bank Group Cafeteria - C Building	1809 G St NWWashington DC 20433-0004	202-473-1364
Hringngen Family LLC	International Finance Corporation - Delivery #1	2121 Pennsylvania Ave NWWashington DC 20433-0005	202-473-1364
Hringngen Family LLC	International Finance Corporation Cafeteria	Pennsylvania Ave NWWashington DC 20433-0005	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - Malarium	1809 G St NWWashington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - Atruim	1809 G St NWWashington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - I Buliding	1809 G St NWWashington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - J Building	1809 G St NWWashington DC 20433-0004	202-473-1364

Hringngen Family LLC	The World Bank Group Cafeteria - Main	1809 G St NW Washington DC 20433-0004	202-473-1364
Khawm Lian Man Aung	Johns Hopkins Hospital - Sibley Memorial	5255 Loughboro Rd NW Washington DC 20016	N/A
Khine Nwe Oo	U.S. Department of Transportation	1200 New Jersey Ave SE Washington DC 20003-3660	N/A
Nu Lawm	American University- Kerwin Hall POKE	3590 Nebraska Ave NW Washington DC 20016	N/A
Nu Lawm	American University - Campus Coffee	4400 Massachusetts Ave NW Washington DC 20016	N/A
Nu Lawm	American University - East Side Market C-Store	4400 Massachusetts Ave NW Washington DC 20016-8001	N/A
Nu Lawm	American University - Eagles Nest C-Store	4400 Massachusetts Ave NW Washington DC 20016-8001	N/A
Nu Lawm	American University - Butler Pavilion Tunnel	4400 Massachusetts Ave NW Washington DC 20016-8001	N/A
Nu Lawm	American University - Marketplace at MGC	4400 Massachusetts Ave NW Washington DC 20016-8001	N/A
Nu Lawm	American University - Terrace Dining Room at MGC	4400 Massachusetts Ave NW Washington DC 20016-8002	N/A
P & S Patrick & Suan LLC	Giant Food #2379	3336 Wisconsin Ave NW Washington DC 20016-3808	N/A
S&T Sushi Corp	Howard University - Jazzman's Cafe	2400 6th St NW Washington DC 20059-0001	202-806-6100
S&T Sushi Corp	Howard University - Service Center	2397 6th St NW Washington DC 20059-1012	202-806-6100
S&T Sushi Corp	Howard University - Simply To Go at Blackburn	2397 6th St NW Washington DC 20059-1012	202-806-6100
S&T Sushi Corp	Howard University - Sushi Production Kitchen	2397 6th St NW Washington DC 20059-1012	202-806-6100
S&T Sushi Corp	Howard University - The Market at Bethune Annex	2225 4th St NW Washington DC 20059-1003	202-806-6100
S&T Sushi Corp	Howard University - The Market at Blackburn	2397 6th St NW Washington DC 20059-1012	202-806-6100
S&T Sushi Corp	Howard University - The Market at West Tower	2210 9th St NW Washington DC 20001	202-806-6100
S&T Sushi Corp	Howard University - The Restaurant at Blackburn	2397 6th St NW Washington DC 20059-1012	202-806-6100
S&T Sushi Corp	Howard University - UGL Library	2397 6th St NW Washington DC 20059	2028066100
Si Si Thwe	Veterans Canteen Service #688	50 Irving Street North West Washington DC 20422-0001	202-745-8448
Si Si Thwe	Veterans Affairs Headquarter	810 Vermont Ave Washington DC 20420-0001	202-461-5327
Nsang Family LLC	229RHOB0 Fresh Market	30098 Veterans Way Rehoboth Beach DE 19971	302-227-3401
R.H. Friendly Inc	Giant Food #0389	38069 Town Center Dr Millville DE 19967-6968	N/A
Ral Cung	Sprouts #816	4801 Concord Pike Wilmington DE 19803-1410	N/A
Tina Dawtmen	Giant Food #2351	25939 John J Williams Hwy Millsboro DE 19966	N/A
Tina Dawtmen	Giant Food #0387	19312 Lighthouse Plaza	N/A

		BlvdRehoboth Beach DE 19971-6158	
Vannol Sang Lian	Redner's Mkt #091 – Lewes	24120 Zifandel Lane, Store ALewes DE 19958	N/A
AMG Sushi Inc	221DORAL Fresh Market	3580 NW 83 AveDoral FL 33122	N/A
Andrew Aung	192PLAN Fresh Market	12171 W. Sunrise BlvdPlantation FL 33323	954-370-6831
Anh Quoc Ly	Sprouts #628	7263 Seminole BlvdSeminole FL 33772	N/A
Araya Naphakorn	028BOCA Fresh Market	100 W Camino RealBoca Raton FL 33432-5942	561-338-2444
Aung Khine	096VILAE Fresh Market	3740 Wedgewood LaneThe Villages FL 32162	352-391-9620
Aung Moe Lwin	Sprouts #633	10619 Sheldon RdTampa FL 33626	N/A
Naw Naw	066BNTA Fresh Market	27251 Bay Landing DriveBonita Springs FL 34135	239-390-5948
Aye Thi Han	246PBG Fresh Market	4925 PGA Blvd.Palm Beach Gardens FL 33418	561-708-7072
Billy Hun	Winn Dixie 0318 Key Biscayne	604 Crandon BlvdKey Biscayne FL 33149	305-361-8261
Ciin Lam Lun	115VERO Fresh Market	526 A 21st StreetVero Beach FL 32960	772-794-2216
Cindy Smart	Navy Federal Credit Union - Pensacola	3101 Navy Federal WayPensacola FL 32526	N/A
Cindy Smart	Navy Federal Credit Union-Pensacola Building 3	5510 Heritage OaksPensacola FL 32526	N/A
Cindy Smart	Navy Federal Credit Union-Pensacola Building 5/6	1101 Navy Federal WayPensacola FL 32526	N/A
Cindy Smart	Navy Federal Credit Union-Pensacola Building 7/8	3101 Navy Federal WayPensacola FL 32526	N/A
Wayne Victor	076DEST Fresh Market	4495 Commons Drive WestDestin FL 32541	850-650-0989
Duh Ngen Tial	Florida Hospital Tampa	3100 E Fletcher AveTampa FL 33613-4613	813-615-7945
Freddy Lian	027NAP Fresh Market	4129 Tamiami Trail NorthNaples FL 34103	239-430-2444
Gauzam LLC	Sprouts #614	8330 S Tamiami TrlSarasota FL 34238-2934	941-218-8119
Ginu LLC	Sprouts #627	12675 Beach BlvdJacksonville FL 32246	N/A
Grace Sushi LLC	Sprouts #625	3757 Military TrlJupiter FL 33458-2700	N/A
Grace Sushi LLC	Sprouts #644	1901-B North Military TrailWest Palm Beach FL 33409	N/A
Helen Htu Sam Dum Latsen	026MDRN Fresh Market	12795 San Jose Boulevard Jacksonville FL 32223	904-880-7889
Helen Htu Sam Dum Latsen	196JAXR Fresh Market	150 Riverside Ave Ste 200Jacksonville FL 32202	904-665-0180
Hlawn Kip Tial	Sprouts #637	700 E Oakland Park BlvdOakland Park FL 33334	N/A
Hlim Na	Tampa General Hospital - Sushi	1 Tampa General CirTampa FL 33606-3571	973-720-2000
Htun & Thway	171SNAP Fresh Market	12628 Tamiami Trail EastNaples	239-732-0237

Sushi Inc		FL 34113	
Dau Naw	147BRAD Fresh Market	6701 Manatee Avenue WestBradenton FL 34209	941-795-1800
Ja Bawk Lama	082GAIN Fresh Market	4120 NW 16th BlvdGainesville FL 32605	352-376-1024
James and Kate Sushi Inc	135FTLD Fresh Market	424 N Federal HighwayFort Lauderdale FL 33301	954-763-1250
JVM General LLC	212MELB Fresh Market	6385 North Wickham RoadMelbourne FL 32940	321-259-5619
Kalau Enterprise LLC	025PV Fresh Market	840 A1A North Suite 200Ponte Vedra Beach FL 32082-3220	904-273-8450
Lal Vung Thang	Sprouts #613	3315 Lithia Pinecrest RdValrico FL 33596-5636	813-603-9630
Kaung Sushi Inc	040AVNT Fresh Market	18299 Biscayne BlvdAventura FL 33160	305-466-1786
Khin Su Hlaing	222NLAUD Fresh Market	3820 N. Federal HighwayFt. Lauderdale FL 33308	954-564-5353
King and Queen Co	055COCO Fresh Market	2640 S Bayshore DriveCoconut Grove FL 33133	305-854-7202
Lal Peng	Sprouts #636	101 W 7th AveTampa FL 33602	N/A
Than Zaw Htwe LLC	Sprouts #619	930 S Federal HwyDeerfield Beach FL 33441-5754	N/A
Lal Vung Thang	Sprouts #623	12960 Us Highway 301 SRiverview FL 33578	N/A
Mya Thida Aye	Sprouts #626	12216 Miramar ParkwayMiramar FL 33025	N/A
Lian Family, LLC	NAS Pensacola - Aviation Plaza	250 Saufley StPensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - Car Care Center	250 Saufley StPensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - Corry Station Mini Mart	710 2nd StPensacola FL 32507	N/A
Lian Family, LLC	NAS Pensacola - Marine Direct Run	211 Farrer RdPensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - Mega Building Direct Run North	1388-1398 Murray RdPensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - Mega Building Direct Run South	1388-1398 Murray RdPensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - ONYE Direct Run	250 Chambers AvePensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - Portside Entertainment Complex - Hissho Restaurant	570 East AvePensacola FL 32508	N/A
Lian Family, LLC	NAS Pensacola - Sherman Field Mini Mart	1932 San Carlos RdPensacola FL 32508	N/A
Linn & Lynn LLC	Sprouts #629	3150 SE Federal HighwayStuart FL 34994	N/A
Man Lian Cing	103SARAS Fresh Market	5251 University ParkwaySarasota- University Park FL 34201	941-355-0417
Mang Ning	225KISS Fresh Market	612 Centerview BlvdKissimmee FL 34741	407-343-0791
Michael Adrian Kong	All Children's Hospital - Main Cafeteria	#N/A	N/A

Michael Adrian Kong	All Children's Hospital - Outpatient Care	#N/A	N/A
Michael Adrian Kong	All Children's Hospital - Development Center	#N/A	N/A
Michael Soe	157WTPK Fresh Market	1500 North Mills Avenue Orlando FL 32803	407-228-9989
Moe Kaung Kin Company LLC	038DRP Fresh Market	5000 Dr Phillips Blvd Orlando FL 32819	407-294-1516
Moe Moe Thaw	Winn Dixie 2433 Tampa	2100 West Swann Ave Tampa FL 33606	813-254-5995
Saw Shawail Roe Roe	Sprouts #630	8620 Hunter Village Rd Tampa FL 33647	N/A
NANG KZ MINN LLC	Winn Dixie 0311 Davie	11290 State Rd 84 Davie FL 33325	866-946-6349
Naomi Ting	Sprouts #616	1999 Aloma Ave Winter Park FL 32792-3222	407-702-1212
Naomi Ting	Sprouts #646	2283 E. Semoran Blvd Apopka FL 32703	N/A
Naw Bu Myar	Tallahassee Memorial Healthcare	1300 Miccosukee Rd Tallahassee FL 32308-5054	781-235-1200
Naw Bu Myar	Veterans Canteen Service #573	1601 Sw Archer Rd Gainesville FL 32608-1135	352-374-6040
Lian Deih Khup	Sprouts #634	7603 Turkey Lake Rd Orlando FL 32819	
Noblepath Naing Inc	030CLTR Fresh Market	25961 US Hwy 19 Clearwater FL 33763	727-669-6111
Nyunt Swe	Naples Community Hospital	350 7TH St N Naples FL 34102-5754	813-404-5501
Nyunt Swe	North Naples Hospital	11190 Health Park Blvd Naples FL 34110-5729	N/A
Nyunt Swe	Sprouts #615	2224 Logan Blvd N Naples FL 34119-1480	N/A
Okeechobee Sushi, LLC	Sprouts #632	9850 Jog Rd Boynton Beach FL 33437	N/A
Paak Zang LLC	218CBO Fresh Market	5540 N. Military Trail Boca Raton FL 33496	N/A
Pau Kim Thang	Sprouts #640	1759 NW St. Lucie West Blvd Port St. Lucie FL 34986	N/A
Philemon Boi	Sprouts #618	23656 US Highway 19 N Clearwater FL 33765-1570	813-775-6161
Pi Pi	Earth Fare #562	2405 SW 27th Ave Ocala FL 34471	N/A
Ram Par Sushi Inc	088JAXB Fresh Market	13493 Atlantic Blvd Jacksonville FL 32225	904-221-6286
Rawt Jat Inc	235FLEM Fresh Market	1960-100 East West Parkway Fleming Island FL 32003	N/A
Rose Sushi Inc	187DRAY Fresh Market	1727 South Federal Highway Delray Beach FL 33483	561-279-2806
Run Kip Par	Sprouts #641	2631 NE 10th Ct Homestead FL 33033	N/A
Sai Ok Ker	183OVDO Fresh Market	5920 Red Bug Lake Road Winter Springs FL 32708	407-388-1745
San Aung Chyau Chyi	Winn Dixie 2556 Mandarin	11700 San Jose Blvd Jacksonville FL 32223	904-886-1976

San Mon Kui Hon	073WELL Fresh Market	#N/A	N/A
San Nyunt Zaw	154COLA Fresh Market	1650 Airport Boulevard Pensacola FL 32504	850-479-0886
Saw Hser Kapaw	Sprouts #610	1523 S Dale Mabry Hwy Tampa FL 33629-5808	813-466-3390
Saw Hser Kapaw	Sprouts #612	15110 N Dale Mabry Hwy Tampa FL 33618-1817	813-619-4000
Aung Myat Khin	Sprouts #635	11339 Causeway Blvd Brandon FL 33511	N/A
Say Clear	Moffitt Cancer Center	3101 USF Holly Dr Tampa FL 33612	863-226-7128
Say Clear	Moffitt Cancer Center - Commin Ground	12902 USF Magnolia Dr Tampa FL 33612-9416	863-226-7128
Say Clear	Moffitt Cancer Center - Internet Cafe	12902 USF Magnolia Dr Tampa FL 33612-9416	863-226-7128
Shinyo Sushi LLC	Sprouts #631	19990 S Tamiami Trl Estero FL 33928-2258	N/A
Smith Pulaw Sushi Corp	105SOBE Fresh Market	1800 West Avenue Miami FL 33139	305-532-0377
Sushi Planet Inc.	Sprouts #611	33650 US Highway 19 N Palm Harbor FL 34684-2640	727-437-3824
Sushi With Magic Fingers	071STAMP Fresh Market	3722 Henderson Blvd Tampa FL 33609	813-875-7400
Tang Ra Zinghang	120STPETE Fresh Market	2900 4th Street North St. Petersburg FL 33704	727-822-4913
Tha Van Nei	036TAM Fresh Market	13147 North Dale Mabry Hwy Tampa FL 33618	813-964-8001
Than Htike Aung	Winn Dixie 0247 Miami	1155 NW 11th St Miami FL 33136	305-545-0127
Than Jaw Oo	Sprouts #622	8840 Strength Ave Trinity FL 34655-4257	N/A
Z&Z Food Service LLC	Sprouts #642	2530 E Colonial Dr Orlando FL 32803	N/A
Thang Suan Khai	Veterans Canteen Service #546 - ATG	1201 Nw 16th St Miami FL 33125-1624	305-324-4455
Thang Suan Khai	Veterans Canteen Service #546 - Sushi	1201 Nw 16th St Miami FL 33125-1624	305-324-4455
Thaw Tar Lin	Sprouts #621	1121 Alafaya Trl Oviedo FL 32765-4737	N/A
Thein Htoo Aung	137STU Fresh Market	2300 SE Ocean Blvd Stuart FL 34996	772-223-5240
Thi Han	126WBOCA Fresh Market	20409 State Road 7 Boca Raton FL 33498	561-479-4845
Thomas Zaubawk N-Gan	UF Health Shands - Professional Park	3300 SW Williston Road Gainesville FL 32608	N/A
Thomas Zaubawk N-Gan	UF Health Heart & Vascular - D	1505 SW Archer Road Gainesville FL 32610	561-573-1530
Thomas Zaubawk N-Gan	Univ of Florida Health Shands	1600 SW Archer Road Gainesville FL 32610	N/A
Tu Mai Gauri	047TAL Fresh Market	1390 Village Square Blvd 7Tallahassee FL 32312	850-907-1392
Tun Myint Aung	Winn Dixie 0280 Miami	1505 NW 41st St Miami FL 33178	305-591-0780
Van Nute LLC	046FTM Fresh Market	13499 S Cleveland Avenue Ft Myers FL 33907	239-454-1053

Zaw Myo Aung	Veterans Canteen Service #516	10000 Bay Pines Blvd Bay Pines FL 33744	727-398-6661
Wish Success Inc	Sprouts #638	12690 SW 88th St Miami FL 33186	N/A
Wynethetsu Inc	031CRLS Fresh Market	4633 University Drive Coral Springs FL 33067	954-757-3640
Wynethetsu Inc	037PEM Fresh Market	2200 North Flamingo Road 14A Pembroke Pines FL 33028	954-436-7064
Ye Lwin Aung	140FALLS Fresh Market	8760 SW 136th Street Miami FL 33176	305-253-2500
Ye Min	177BRDN Fresh Market	3468 Lithia Pinecrest Road Valrico FL 33596	813-689-2565
Yeeyee Mon	Sprouts #624	4873 Town Center Pkwy Jacksonville FL 32246-8437	N/A
Z Hkawng Hkyam	Mayo Clinic	4500 San Pablo Road Jacksonville FL 32224	N/A
Huai Sian Hung	Veterans Canteen Service #548	7305 North Military Trail Riviera Beach FL 33410	561-422-8401
Zau Htung Lahkum	TFM #214	15500 Panama City Beach Pkwy Panama City FL 32413	850-233-0206
Kap Sian Kop Cin	Winn Dixie 0757 Plantation	901 N. Nob Hill Rd Plantation FL 33324	954-473-8638
Zaw Min Oo	191JPTR Fresh Market	311 East Indiantown Road Jupiter FL 33477	561-743-1059
Zaw Htoi Aung	Winn Dixie 2568 Melbourne	3170 W. New Haven Ave Melbourne FL 32904	844-745-0463
Zenyoi Chozung Phyu	190LMRY Fresh Market	3775 Lake Emma Road Lake Mary FL 32746	407-804-9838
Zin Mar Phyo Wai	Sprouts #620	820 S State Road 7 Wellington FL 33414-6264	N/A
ZOSUSHI LLC	Sprouts #639	150 S. Compass Way Dania Beach FL 33004	N/A
Annie Kawl	Sprouts #515	530 Lakeland Plz Cumming GA 30040-2779	470-505-2000
Biak Lian Bik	061PTRE Fresh Market	2099 Peachtree Road NE Atlanta GA 30309	404-350-3211
Biak Run Sang	Sprouts #518	4340 EAST WEST CONNECTOR SE Smyrna GA 30082-4823	770-200-7587
Chris Hkawng La	034ALPH Fresh Market	3005 Old Alabama Road Alpharetta GA 30022	770-664-5350
Cung Lian Hup	Foothills IGA Market	70 Foothills Pkwy Marble Hill GA 30148	770-893-1000
Dal Za Kham	093MACN Fresh Market	4357 Forsyth Road Macon GA 31210	478-757-4222
Dawt Meng Sung	Sprouts #520	10800 Alpharetta Hwy Roswell GA 30076-1490	678-353-0102
Duh Thang	Sprouts #524	2015 Highway 54 Peachtree City GA 30269-1315	678-586-2577
Ei Ei The	Sprouts #530	2530 Cumberland Blvd SE Smyrna GA 30080	N/A
Ei Ei The	Sprouts #521	4101 Roswell Rd Marietta GA 30062-6293	770-200-9172
Gin Za Kim	Sprouts #519	1853 Piedmont Ave NE Atlanta GA 30324-4838	404-751-0605

Hau Sian Mung	068SWAN Fresh Market	1500 Peachtree Industrial BlvSuwanee GA 30024	678-714-0976
Hnin San Di Aung	St. Joseph's Candler Hospital	5353 Reynolds StSavannah GA 31405	N/A
Hnin San Di Aung	St. Joseph's Hospital	11705 Mercy BlvdSavannah GA 31419	N/A
Hpung Ram	Children's Hospital of Atlanta - Egelston	1405 Clifton Rd NEAtlanta GA 30322	N/A
Hpung Ram	Northside Hospital Atlanta	1000 Johnson Ferry Rd NEAtlanta GA 30342	N/A
Hpung Ram	Scottish Rite Hospital	1001 Johnson Ferry Rd NEAtlanta (Sandy Springs) GA 30342	N/A
Hrang Kap Hlir	Sprouts #528	630 Crane Creek DrAugusta GA 30907-0004	N/A
Jia Ling Feng	Earth Fare #300	1689 S Lumpkin StAthens GA 30606	N/A
Joseph Kei Khaw Mang	Georgia State University	75 Piedmont AveAtlanta GA 30303	N/A
Juan Tanka Tan	Kennesaw State University - The Market - Carmichael Student Center	395 Cobb AvenueKennesaw GA 30144	N/A
Lal Nun Thar	Sprouts #517	4600 Roswell RdSandy Spgs GA 30342-3075	678-954-5294
Lal Rin Hngtet Jr	217ROSWL Fresh Market	1125 Woodstock Rd Ste 400Roswell GA 30075	678-795-9062
Lwin Moe Thu	043DUN Fresh Market	5515 Chamblee Dunwoody RoadDunwoody GA 30338	770-481-0304
Ma Zawmi	015AUG Fresh Market	2701 Washington Road Suite 12Augusta GA 30909	706-667-0090
Mang Tin Sung	Sprouts #523	1430 Towne Lake PkwyWoodstock GA 30189-1581	678-224-9799
Mary Vinay	Veterans Canteen Service #508	1670 Clairmont RdDecatur GA 30033-4004	404-929-5208
Mungno manlun Family Limited Liability LLC	128PTC Fresh Market	100 N Peachtree PkwyPeachtree City GA 30269	770-486-2738
Oishii Sushi Inc	155ATHEN Fresh Market	196 Alps Road Unit 50Athens GA 30306	706-543-6343
Pau Lul Lal	Eden Fresh Market	12160 County Line RdFayetteville GA 30215-4693	420-559-3200
Pau Lul Lal	Target #2476	2022 Cumming HwyCanton GA 30115	N/A
Pau Sawm Khual	084BKHD Fresh Market	4405 Roswell RoadAtlanta GA 30342	404-250-0852
Peter Family Food LLC	Sprouts #512	1250 Scenic HwyLawrenceville GA 30045-6359	678-690-1279
Phyo Kyaw Kyaw	Georgia Southern University	4280 Old Register RdStatesboro GA 30458	N/A
Salai Kee Le Awm Kee	Sprouts #516	3630 Peachtree PkwyJohns Creek GA 30024-6049	678-690-1243
Shalom Sushi Inc	Sprouts #529	2925 Buford DrBuford GA 30519	N/A
Siang Za Mawi	Sprouts #527	4310 Lavista RdTucker GA 30084-5439	470-260-2368

Taung Zu Laimaw Kalau	06SSAV Fresh Market	5525 Abercorn StreetSavannah GA 31405	912-354-6075
Tha Nei Sin Lyan	Sprouts #522	2220 Peachtree Industrial BlvdDuluth GA 30097-7678	470-362-7283
Tial Ciang	Sprouts #525	2551 Blackmon DrDecatur GA 30033-6109	404-965-6290
Van Hnem	Augusta College - Sushi	2500 Walton WayAugusta GA 30904-4562	706-721-3052
Vijay Solomon	Kennesaw State University - Marietta Campus -ATG	1100 S Marietta Pkwy SEMarietta GA 30060-2855	470-578-6000
Vijay Solomon	Kennesaw State University - Marietta Campus -Atrium	1100 S Marietta Pkwy SEMarietta GA 30060-2855	470-578-6000
Vijay Solomon	Kennesaw State University - Marietta Campus - Sushi	860 Rossbacher Way SEMarietta GA 30060	470-578-6000
Ye Myint Soe	122CBUS Fresh Market	1591 Bradley Park Drive SuiteColumbus GA 31904	706-317-2977
Zam Go Tuang	Sprouts #513	5130 Peachtree PkwyPeachtree Corners GA 30092-2525	678-690-1249
Zami Ram	Sprouts #526	3805 Dallas Hwy SWMarietta GA 30064-1612	678-919-8701
Pacharahwalai Maungkya Taveepanpun	Target #0533	5225 Elmore AveDavenport IA 52807-3454	N/A
Salai Tial Hin Thang	Target #1771	3400 Edgewood Rd SWCedar Rapids IA 52404-7214	N/A
Salai Tial Hin Thang	Target #1768	1030 Blairs Ferry Rd NECedar Rapids IA 52402-1220	N/A
Ya Za	New Pioneer Coop Cedar Rpd D	3338 Center Point Road NECedar Rapids IA 52402	N/A
Ya Za	New Pioneer Coop Iowa City D	22 S Van BurenIowa City IA 52240	N/A
Ya Za	New Pioneer Coop Coralville	1101 2nd StreetCoralville IA 52241	319-358-5513
Kon Wea Tan	Boise State University - Honors Market	1801 W University DrBoise ID 83706-3020	N/A
Kon Wea Tan	Boise State University - ILC Market	2120 University DrBoise ID 83725-0001	N/A
Kon Wea Tan	Boise State University - Sub Market	1700 University DrBoise ID 83706	N/A
Benjamin Lian	Elmhurst University	190 Prospect AveElmhurst IL 60126	630-617-3783
Biak Van Hmung	Woodman 030	3155 McFarland RoadRockford IL 61114	815-986-0220
Ca Hnem Fam Cun	119LAKFOR Fresh Market	850 Western AvenueLake Forest IL 60045	847-482-0643
Dar Iang	072WLMT Fresh Market	3232 Lake Avenue Suite 150Wilmette IL 60091	847-251-4261
Dawt Inc.	Meijer #301	990 N Kinzie AveBradley IL 60915-1233	N/A
Dawt Tin Rem	Woodman 033	2100 Randall RoadCarpentersville IL 60110	847-649-9005
Dee Sar	Meijer #169	225 N Weber RdBolingbrook IL 60490-1505	630-679-6500
Dee Sar	Meijer #215	755 E Boughton RdBolingbrook IL 60440	N/A

Ha Thang Li	Meijer #198	130 S Gary Ave Bloomington IL 60108-2243	630-351-7600
Kyaw Sushi LLC	059GVA Fresh Market	718 Commons Drive Geneva IL 60134	630-845-4095
Kyaw Sushi LLC	Woodman 035	151 Hansen Blvd North Aurora IL 60542	630-723-3900
Lal Hlun Lian	Schnucks	202 Eastwood Dr Mahomet IL 61853	N/A
Lian Hum Mang	Meijer #313	541 Puri Pkwy Sycamore IL 60178- 9029	N/A
Min Myint Soe	Meijer #146	2401 N Prospect Ave Champaign IL 61822-1233	217-353-4000
Min Myint Soe	Meijer #247	2500 Philo Rd Urbana IL 61802- 8044	217-365-5200
Nawl Tling	134CLAK Fresh Market	6000 Northwest Highway Crystal Lake IL 60014	815-444-7360
Nay Nay Htun Ya	IGA Kirby	101 S. Merchant St. Effingham IL 62401	N/A
Ramdang Bansar	Meijer #183	815 S Randall Rd Elgin IL 60123	N/A
Rem David	Veterans Canteen Service #537	820 S Damen Ave Chicago IL 60612	312-569-6111
Rem David	Veterans Canteen Service #578	5000 South 5th Ave Hines IL 60141	708-202-2574
San LLC	Depaul University	2250 N Sheffield Ave Chicago IL 60614	773-325-4987
Saraung Dakhum	Meijer #218	2253 N Richmond Rd McHenry IL 60051-5401	815-578-9700
Ashley Aye Wiese	Meijer #125	5909 Illinois Rd Fort Wayne IN 46804-1159	260-434-3900
Benjamin Thangngan	University of Southern Indiana - Mein Bowl	8600 University Blvd Evansville IN 47712	N/A
Benjamin Thangngan	University of Southern Indiana - Sushi	8600 University Blvd Evansville IN 47712	N/A
Gabriel Thanglian Mawi	056CRML Fresh Market	2490 East 146th Street Carmel IN 46033	317-815-1970
Gabriel Thanglian Mawi	092INDY Fresh Market	5415 North College Ave Indianapolis IN 46220	317-259-9270
Iang Tha Fom	Meijer #319	225 W. Spring Mill Pointe Dr Westfield IN 46074	N/A
Jimmy Lian Uk	130EVAN Fresh Market	6401 East Lloyd Expressway Evansville IN 47715	812-402-5361
Joseph Sang Er	Meijer #149	5150 Franklin St Michigan City IN 46360-7878	219-877-2400
Kay Khine Min Soe	Parkview - Bone Appetite	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	N/A
Kay Khine Min Soe	Parkview - Corp. Office	10501 Corporate Dr Fort Wayne IN 46845-1700	N/A
Kay Khine Min Soe	Parkview - Family Birthing	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	N/A
Kay Khine Min Soe	Parkview - Heart Institute	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	N/A
Kay Khine Min Soe	Parkview - Hospital	2200 Randallia Dr Fort Wayne IN 46805-4638	N/A

Kay Khine Min Soe	Parkview - Mirro Conf. Center	10622 Parkview Plaza DrFort Wayne IN 46845-1738	N/A
Kay Khine Min Soe	Parkview - Raytheon	1010 Production RdFort Wayne IN 46808-4106	N/A
Kay Khine Min Soe	Parkview - Regional Medical Center	11109 Parkview Plaza DrFort Wayne IN 46845-1701	260-266-3512
Korin Thang	Meijer #153	3820 S. Western AveMarion IN 46953	N/A
Lian Corp.	Meijer #136	6610 Scatterfield RdAnderson IN 46013	N/A
Lian Corp.	Meijer #296	6939 W BroadwayMcCordsville IN 46055-9008	231-733-2535
Lillian's Gourmet Sushi Inc	064FTWN Fresh Market	6306 W Jefferson BlvdFt Wayne IN 46804	260-459-9691
Nai Dai Go	Meijer #139	6260 W Mcgalliard RdMuncie IN 47304-9413	765-281-7800
Ngin Za Thang	Veterans Canteen Service #583	1481 W 10th StIndianapolis IN 46202-2803	317-554-0000
Ngun Lian Uk	Meijer #137	4901 State Rd 26 ELafayette IN 47905	N/A
Ngun Lian Uk	Meijer #186	2636 US 52 Sagamore Pkwy WWest Lafayette IN 47906	765-637-4200
Nu Me	Meijer #131	11351 E Washington StIndianapolis IN 46229	N/A
Nu Me	Meijer #295	2390 N Morton StFranklin IN 46131-9737	N/A
Phyo M Than	Meijer #314	4242 East Dupont RoadFort Wayne IN 46825	N/A
Ro San	Meijer #165	611 W Lincoln HwyMerrillville IN 46410-5331	N/A
Ro San	Meijer #297	405 Porters Vale BlvdValparaiso IN 46383-8469	616-555-1212
San Myint	Meijer #290	5550 N Keystone AveIndianapolis IN 46220-3458	317-610-2200
Siang Hmun Lian	Meijer #190	2990 N Wayne StAngola IN 46703-9121	N/A
That Awi Phung Thang	Meijer #152	6650 Whitestown PkwyZionsville IN 46077-7622	317-732-9200
Tun Aung Khin	Ball State University	1600 West Riverside AvenueMuncie IN 47306	765-285-1967
Tun Family LLC	NSA Crane - Hissho Restaurant	300 Highway 361Crane IN 47522	N/A
Za Herh Cin	Meijer #129	5349 Pike Plaza RdIndianapolis IN 46254	N/A
Zung Nuam Cuai	Meijer #155	2507 Chester BlvdRichmond IN 47374-1105	765-939-4400
Aung San Oo	Hen House #24 ATG	11721 Roe AveLeawood KS 66211-2605	913-338-0600
Aung San Oo	Hen House #24	11721 Roe AveLeawood KS 66211-2605	913-338-0600
Biak Chan Sang	Hen House #33	6900 W 135TH StOverland Park KS 66223-4800	913-685-8400
Biak Tha Par	Hen House #19	15000 W 87TH Street PkwyLenexa KS 66215-4160	913-599-6423

Biak Tha Par	Hen House #22	4050 W 83RD StPrairie Village KS 66208-5301	913-648-1441
Biak Tha Par	Price Chopper #004	8686 Antioch RdOverland Park KS 66212	N/A
Biak Tha Par	Hen House #35	2724 W 53RD StFairway KS 66205-1705	913-432-2992
Biak Tha Par	Price Chopper #039	12010 W 63RD StShawnee KS 66216-1867	913-268-8025
Biak Tha Par	Target #1756	15345 W 119TH StOlathe KS 66062	N/A
Biak Tha Par	Target #1757	12200 Blue Valley pkwyOverland Park KS 66213	N/A
Heavenly Taste Sushi LLC	Ron's Supermarket	310 E CentennialPittsburg KS 66762	N/A
Helen Iang Cer	Price Chopper #420	2107 South 4th StLeavenworth KS 66048	N/A
Johnathan Hla Moe	Community Mercantile Co Op	901 Iowa StreetLawrence KS 66044	785-843-8544
Johnathan Hla Moe	Sprouts #173	4740 Bauer Farm DrLawrence KS 66049-9039	785-727-7314
Lum Haung Laja	Hen House #28	6950 Mission LnPrairie Village KS 66208-2619	913-362-3556
Maung Maung	Johnson Co Com College	12345 College BoulevardOverland Park KS 66210	913-469-8500
Nang Lian Mung	Sprouts #174	8550 Maurer RdLenexa KS 66219- 1100	913-312-1586
Ra Ma Sa	Sprouts #171	6821 W 135TH StOverland Park KS 66223-7900	913-643-4190
Rachel Nidin	Price Chopper #010	501 Commercial DrBonner Springs KS 66012	N/A
Van Tha Bik	Sprouts #176	9628 Nall AveOverland Park KS 66207-2952	913-312-1586
Zaw Bauk Maran	Price Chopper #012	4950 Roe BlvdRoeland Park KS 66205	N/A
Zaw Bauk Maran	Price Chopper #006	7201 W 151ST StOverland Park KS 66223-2229	913-897-4600
Zaw Htike	Price Chopper #040	15970 S. Mur-Len RdOlathe KS 66062	913-393-8000
Zaw Htike	Hen House #34	11930 College BlvdOverland Park KS 66210-3943	913-782-3500
Zaw Htike	Hen House #32	13600 S Blackbob RdOlathe KS 66062-1934	913-782-3500
Ai Soe Aung	Veterans Canteen Service #603	800 Zorn AveLouisville KY 40206	502-287-5312
Dan Wong	Banks Market	2855 Lone Oak RoadPaducah KY 42001	270-444-9618
John Mang Bik	087LEX Fresh Market	3387 Tates Creek RoadLexington KY 40502	859-787-8730
Ling Yaung	Meijer #166	9500 Preston HwyLouisville KY 40229-1199	N/A
Poe Shee	Murray State University - Business Building	302 N 16th StreetMurray KY 42071	N/A
Poe Shee	Murray State University - Business Express	109 Business BuildingMurray KY 42071-3314	270-809-4346

Poe Shee	Murray State University - Curris Center	102 Curris CtrMurray KY 42071	N/A
Poe Shee	Murray State University - Waterfield Library	1400 N 15th StreetMurray KY 42071	N/A
Sai Kham Mon	Meijer #162	9901 Dixie HwyLouisville KY 40272-3943	502-995-2100
Tluang Thang	Meijer #258	2013 Lantern Ridge DrRichmond KY 40475-6010	231-348-6100
Tual Khan Kim	097BRNBR Fresh Market	1805 Rudy LaneLouisville KY 40207	502-895-7593
Aahoi Family LLC	Champagne's Market - Lafayette	454 Heymann BlvdLafayette LA 70503-2600	337-235-4114
Ah Lo Ma	Cannata's West Houma	6289 West Park AvenueHouma LA 70364	985-873-9119
Burma Hut LLC	Louisiana State University - On The Geaux - LSU Vet School	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - Take 5	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - 459 Outtakes	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - Middleton Library	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - Ourso School of Business	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - Law School	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - Student Union Poke	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Burma Hut LLC	Louisiana State University - Student Union Sushi	310 LSU Student UnionBaton Rouge LA 70803-0001	N/A
Dau Nyoï	Sprouts #691	4841 Rouzan Square AveBaton Rouge LA 70808-4061	N/A
Ei Mumu Tun	Champagne Super Foods #686	1051 W Maple AveEunice LA 70535-5237	337-457-1893
Henry Thla Tin Lal	Ochsner Hospital - Southport Cafe	1514 Jefferson HwyNew Orleans LA 70121	N/A
Henry Thla Tin Lal	Ochsner Hospital	1514 Jefferson HwyNew Orleans LA 70121	N/A
Henry Thla Tin Lal	Veterans Canteen Service #629	2400 Canal StNew Orleans LA 70119-6535	504-568-0811
Joseph Ngun Thantling	085LAFY Fresh Market	1810 Kaliste Saloom RoadLafayette LA 70508	337-216-4503
Mungra Labu	144NOLA Fresh Market	3338 St Charles AvenueNew Orleans LA 70115	504-895-5160
Mungra Labu	062MDVL Fresh Market	1816 N Causeway BlvdMandeville LA 70471	985-674-4105
Seng Lat Rahkawi	074BATR Fresh Market	10555 Perkins RoadBaton Rouge LA 70810	225-765-2915
Thawng Hre	University of Louisiana Lafayette - Smooth King #2	225 Cajundome AveLafayette LA 70504	N/A
Thawng Hre	Larry's Super Foods #688	1313 W Veterans Meml DrKaplan LA 70548-4501	337-643-6492
Thawng Hre	Robie's Food Center	604 S State StAbbeville LA 70510-	337-893-4354

		6618	
Thawng Hre	University of Louisiana at Lafayette - Cafe Fleur de Lis	1 Legacy DriveLafayette LA 70504-0001	337-482-6400
Thawng Hre	University of Louisiana at Lafayette - Starbucks	104 E University AveLafayette LA 70503-2014	337-482-6400
Thawng Hre	University of Louisiana of Lafayette - Sushi	110 Rex StLafayette LA 70503-2008	337-482-6400
Thet Thet Oo	Harvest Supermarket	12513 Highway 73Geismar LA 70734	225-673-6504
Wun Dan Seng Nwawt	201META Fresh Market	755 Veterans Memorial BoulevarMetairie LA 70005	504-831-0784
Aung Brothers Inc	Stop & Shop #0020	65 Newport AveQuincy MA 02171-2643	N/A
Aung Brothers Inc	Broadway Marketplace	468 BroadwayCambridge MA 02138-3908	617-547-2335
Banyar Chimmon	Stop & Shop #0054	375 Centre AveAbington MA 2351	N/A
Banyar Chimmon	Stop & Shop #0478	316 Grove StBraintree MA 2184	N/A
Banyar Chimmon	Stop & Shop #0482	400 Chief Justice Cushing HwyCohasset MA 2025	N/A
Banyar Chimmon	Stop & Shop #0014	125 Church StPembroke MA 2359	N/A
Banyar Chimmon	Stop & Shop #0444	475 Bedford StreetWhitman MA 2382	N/A
Banyar Chimmon	Stop & Shop #0432	469 Pleasant StAttleboro MA 02703	N/A
Banyar Chimmon	Stop & Shop #0490	206 E Washington StNorth Attleboro MA 02763	N/A
Bawi Cong	Stop & Shop #0469	127 Samoset StPlymouth MA 02360-4801	N/A
Bawi Za Kham	Stop & Shop #0429	1100 Massachusetts AveBoston MA 2125	N/A
Bawi Za Kham	Stop & Shop #0062	99 Charles StMalden MA 02148-6700	N/A
Bawi Za Kham	Stop & Shop #0011	40 Furlong DrRevere MA 02151-4006	N/A
Bawi Za Kham	Stop & Shop #0412	1620 Tremont StBoston MA 02120-1613	N/A
Bawi Za Kham	Stop & Shop #0064	24 MA-6AOrleans MA 2653	N/A
Dil Bahadur Tamang	bfresh #103	244 Elm StSomerville MA 02144-2935	857-997-2292
Hehoo Inc.	Ring Bros. Marketplace	485 Route 134South Dennis MA 02660-3431	508-394-2244
Hlaing Min Htut	Stop & Shop #0017	495 Southern ArteryQuincy MA 2169	N/A
Hlaing Min Htut	Stop & Shop #0028	468 Washington StNorwell MA 02061-2006	N/A
Hlaing Min Htut	Stop & Shop #0035	400 Lincoln StHingham MA 02043-1505	N/A
Ichiban Sushi Inc	Stop & Shop #0066	3900 Falmouth RdMarstons Mills MA 02648-1855	N/A
Ichiban Sushi Inc	Stop & Shop #0425	20 Teaticket HwyEast Falmouth MA 02536-5615	N/A
Ichiban Sushi Inc	Stop & Shop #0087	10 Bates RdMashpee MA 02649-3284	N/A

Ichiban Sushi Inc	Stop & Shop #0461	#N/A	N/A
Ichiban Sushi Inc	Stop & Shop #0475	111 Brewster-Chatham RdHarwich MA 2645	N/A
Ichiban Sushi Inc	Stop & Shop #0406	425 Attucks LnHyannis MA 02601-8142	N/A
K & K Sushi, Inc	Stop & Shop #2421	165 Needham StNewton Upper Falls MA 02464-1505	857-997-2292
K & K Sushi, Inc	TJX HQ - #770	770 Cochituate RoadFramingham MA 1701	N/A
Khin Myo Thu	Stop & Shop #0498	779 McGrath HwySomerville MA 02145-2122	N/A
Khin Myo Thu	Stop & Shop #0433	760 FellswayMedford MA 02155-4926	N/A
Khin Myo Thu	Stop & Shop #0776	905 Massachusetts AveArlington MA 2476	N/A
Lang Kho Tuan	Stop & Shop #0480	299 Chelmsford StChelmsford MA 01824-2417	N/A
Liang Kuo Cheng	Stop & Shop #0416	160 Providence HwyDedham MA 02026-1809	N/A
Lin Naing Oo	Stop & Shop #0446	171 Watertown StWatertown MA 02472-2699	N/A
Lin Naing Oo	Stop & Shop #0006	829 Worcester StNatick MA 01760-2076	N/A
Lin Naing Oo	Stop & Shop #2700	400 Boston Post RdWayland MA 01778-1824	N/A
Naing Family LLC	Stop & Shop #0474	2991 Cranberry HwyEast Wareham MA 02538-1354	N/A
Naing Family LLC	Stop & Shop #0012	65 Route 6aSandwich MA 02563-1893	N/A
Nawang Chodak	Bentley University - Sushi	175 Forest StWaltham MA 02452-4713	781-891-2000
Niang Sang Cing	Suffolk University - 1 Court	1 Court St.Boston MA 2108	N/A
Niang Sang Cing	Suffolk University - 150 Tremont	150 Tremont StBoston MA 2111	N/A
Niang Sang Cing	Suffolk University- Samia Academic Center	20 Somerset StBoston MA 2108	N/A
Peter Gim Khan Lian	Baystate Medical Center - Chestnut Surgery Cafe	759 Chestnut StSpringfield MA 01199-1001	413-794-4267
Peter Gim Khan Lian	Baystate Medical Center - 3300 Main St	3300 Main StSpringfield MA 01199-1002	202-473-1364
Peter Gim Khan Lian	Baystate Medical Center - 280 Chestnut Cafe	280 ChestnutSpringfield MA 01199-0001	202-473-1364
Peter Gim Khan Lian	Baystate Medical Center - Whitney Cafe	361 Whitney AveHolyoke MA 01040-2855	202-473-1364
Peter Gim Khan Lian	Baystate Medical Center - Atwater's Cafe	759 Chestnut StSpringfield MA 01199-1001	202-473-1364
Peter Gim Khan Lian	Baystate Medical Center - North Cafe	759 Chestnut StSpringfield MA 01199-1001	202-473-1364
Phoo Pyae Sone Soe	Stop & Shop #0003	235 Old Connecticut PathFramingham MA 01701-4575	N/A
Phoo Pyae Sone Soe	Stop & Shop #0089	60 Everett StAllston MA 02134-1953	N/A
Phoo Pyae Sone	Veterans Canteen Service	150 South Huntington	N/A

Soe	#523	AvenueBoston MA 2130	
Phoo Pyae Sone Soe	Veterans Canteen Service #690	1400 VFW ParkwayWest Roxbury MA 2132	N/A
Rex Tin Chen	Stop & Shop #0455	695 Main StWinchester MA 01890-1902	N/A
Rita Thakuri	Stop & Shop #0497	32 Lyman StWestborough MA 01581-1419	N/A
Ryan Wuyong	The Fresh Market #113	11 Essington DriveHingham MA 2043	N/A
Saw Poe Kwa	Springfield College	263 Alden StreetSpringfield MA 1109	413-748-3128
Soe Naing	Stop & Shop #0787	228 King StNorthampton MA 01060-2364	N/A
SPJRK, LLC	UMass Boston - Mein Bowl	100 Morrissey BlvdBoston MA 02125-3300	617-287-5033
SPJRK, LLC	UMass Boston - Sushi	100 Morrissey BlvdBoston MA 02125-3300	617-287-5033
Sushi King Inc.	Bridgewater State University - MTO Poke	1 Park AvenueBridgewater MA 02324-2636	N/A
Sushi King Inc.	Bridgewater State University	1 Park AveBridgewater MA 02324-2636	607-777-2000
Tenzin Nyidon Sushi LLC	Babson College	231 Forest StWellesley Hills MA 02481-6834	781-235-1200
Tenzin Nyidon Sushi LLC	Babson College - Olin Cafe	231 Forest StWellesley Hills MA 02481-6834	781-235-1200
Thang Min Wang	Stop & Shop #0430	70 Pulaski BlvdBellingham MA 2019	N/A
Tin Tin Lwin	Stop & Shop #0782	1282 Springfield StFeeding Hills MA 01030-2119	N/A
Vincent Li	Stop & Shop #0422	225 Upper Main StEdgartown MA 02539-5927	N/A
Vincent Li	Stop & Shop #2413	#N/A	N/A
Vincent Li	Stop & Shop #2415	31 Sparks AveNantucket MA 02554-3951	N/A
Win Myint	Stop & Shop #2418	126 Medway RdMilford MA 1757	N/A
Win Naing	Stop & Shop #0073	125 Highland AveSeekonk MA 02771-5819	N/A
Win Naing	Stop & Shop #0421	815 GRAND ARMY HWYSomerset MA 02726-1204	N/A
Win Naing	Stop & Shop #0473	333 Mariano Bishop BlvdFall River MA 02721-2349	N/A
Yuyu Sint Aung	Stop & Shop #0081	224 Elliott StBeverly MA 1915	N/A
Yuyu Sint Aung	Stop & Shop #0093	301 Newbury StDanvers MA 1923	N/A
Ah Tu Lawang	Sprouts #916	9150 Baltimore National PikeEllicott City MD 21042-2614	410-696-3160
Aung Myint Sein	Giant Food #0121	1161 Md. Rt. 3 NorthCrofton MD 21054	N/A
Aung Myint Sein	Giant Food #0310	15520 Annapolis RdBowie MD 20715-3002	N/A
Best Sushi LLC	Food & Drug Administration	10903 New Hampshire AveSilver Spring MD 20903-1058	301-956-0459
Bumsumshi LLC	Martin's #556	22401 Jefferson BlvdSmithsburg MD 21783	N/A

Cin Kap Kham	Giant Food #2332	12028 Cherry Hill Rd.Silver Springs MD 20904	
Cing No	Giant Food #0146	655 Solomon's Island Rd NorthPrince Frederick MD 20678	N/A
Dawt Hmung	Giant Food #0325	10790 Town Center BlvdDunkirk MD 20754-2736	N/A
Dwight Sanfood Inc	Giant Food #0343	11740 Rousby Hall RdLusby MD 20657-2606	N/A
Dwight Sanfood Inc	Giant Food #0359	45101 First Colony WayCalifornia MD 20619-2416	N/A
Goon Aung Sumlut	The Fresh Market #086	2510 Quarry Lake DriveBaltimore MD 21209	N/A
Goon Du Pha Ga	Martin's #104	1729 Dual HwyHagerstown MD 21740-6653	301-745-4901
Goon Du Pha Ga	University of Maryland - Baltimore - True Grit	1000 Hilltop CirBaltimore MD 21250-0001	N/A
Goon Du Pha Ga	University of Maryland-Baltimore - Administration Commons	1000 Hilltop CirBaltimore MD 21250-0001	N/A
Goon Du Pha Ga	University of Maryland-Baltimore-OutTakes Commons	1000 Hilltop CirBaltimore MD 21250-0001	N/A
Goon Du Pha Ga	University of Maryland-Baltimore - ATG	1000 Hilltop CirBaltimore MD 21250-0001	443-612-3663
Goon Du Pha Ga	University of Maryland-Baltimore - Sushi	1000 Hilltop CirBaltimore MD 21250-0001	443-612-3663
Goon Du Pha Ga	Martin's #003	739 Park StCumberland MD 21501	N/A
Goon Du Pha Ga	Martin's #297	12101 Winchester RdLavale MD 21502	N/A
Hmangaih Sangi	Frostburg State University	101 Braddock Rd.Frostburg MD 21532	301-687-3216
Holy Ground Sushi LLC	Giant Food #0324	4315 Mountain RdPasadena MD 21122-4560	N/A
Holy Ground Sushi LLC	Giant Food #0358	573 Governor Ritchie HwySeverna Park MD 21146-2923	N/A
Jaseng Mai	Johns Hopkins Hospital - JHH	1800 Orleans StBaltimore MD 21287	N/A
Jaseng Mai	Sprouts #920	3800 Boston StBaltimore MD 21224	N/A
Jayfood Inc	Johns Hopkins Hospital - Bayview	4940 Eastern AveBaltimore MD 21224	N/A
Joseph Keikap	Giant Food #0147	9580 Livingston RdFort Washington MD 20744	N/A
Joseph Keikap	Giant Food #0308	13 Lee Airpark DrEdgewater MD 21037-1237	N/A
Joseph Keikap	Giant Food #0117	6223 Baltimore National PikeCatonsville MD 21228-2910	N/A
Joseph Keikap	Giant Food #0194	2323 Forest DrAnnapolis MD 21401-3833	410-266-9316
Khai Bil	Giant Food #0135	3860 International DrSilver Spring MD 20906-1548	N/A
Khai Bil	Giant Food #0329	9719 Traville Gateway DrRockville MD 20850	N/A

Khin Maung Kyaw	Giant Food #2312	6636 Ritchie HwyGlen Burnie MD 21061-2317	N/A
Khin Maung Kyaw	Giant Food #2310	9200 Baltimore National PikeEllicott City MD 21042-2613	N/A
Kyaw Zin Latt	Giant Food #0141	7940 Crain Hwy SGlen Burnie MD 21061-4932	N/A
Kyaw Zin Latt	Giant Food #2311	1155 Annapolis RdOdenton MD 21113-1633	N/A
La Nan	Giant Food #0353	8100 Loch Raven BlvdTowson MD 21286	N/A
La Nan	Giant Food #2318	10210 Mill Run CirOwings Mills MD 21117	N/A
La Nan	Giant Food #0322	11604 Reisterstown RdReisterstown MD 21136-3702	N/A
Lal Hmun Thu	Giant Food #0364	1401 Rock Spring RdBel Air MD 21014-1920	N/A
Lal Hmun Thu	Giant Food #0365	3299 Emmorton RdAbingdon MD 21009-2013	N/A
Lal Hmun Thu	Johns Hopkins Hospital - Howard County General Hospital	5755 Cedar LnColumbia MD 21044	N/A
Lal Puia	Sprouts #917	803 Goucher BlvdTowson MD 21286-5676	N/A
Lal Rin San	Green Valley Marketplace #51	7280 Montgomery RdElkridge MD 21075	N/A
Lwin Zaw	Greater Baltimore Medical Center	6701 N Charles StTowson MD 21204-6808	443-849-6238
Mang Biak Luai	Giant Food #0319	625 Hungerford DrRockville MD 20850-1721	N/A
Mang Biak Luai	Giant Food #0336	2900 University Blvd WWheaton MD 20902-1971	N/A
Mang Biak Luai	Giant Food #0125	12051 Rockville Pike LbbyRockville MD 20852-5641	N/A
Myint Oo	Giant Food #0357	5400 Westbard AveBethesda MD 20816-1409	N/A
Myint Oo	Giant Food #0327	7142 Arlington RdBethesda MD 20814-2915	N/A
Myint Thu San	Giant Food #0320	229 Kentlands BlvdGaithersburg MD 20878	N/A
Nancy Huai LLC	Giant Food #0128	2145 York RdLutherville Timonium MD 21093-3110	N/A
Ngun Thalen Thang	131ROCK Fresh Market	1649 Rockville PikeRockville MD 20852	240-221-0780
Ni Lian Lian Al	Giant Food #0350	11221 New Hampshire AveSilver Spring MD 20904	N/A
Niang Hau Cing	Giant Food #2301	15618 Columbia PikeBurtonsville MD 20866	N/A
Niang Suan Lun	Giant Food #0166	4622 Wilkens AveBaltimore MD 21229-4842	N/A
Padang, LLC	Green Valley Marketplace #54	8095 Edwin Raynor BlvdPasadena MD 21122-6829	N/A
Patrick Thian Kam	Martin's #307	1320 Londontown BlvdEldersburg MD 21784-6409	410-552-5107
Saw Pum Lian	National Institutes of Health -	35 Convent DrBethesda MD 20892	N/A

	Building 35		
Saw Pum Lian	National Institutes of Health - Building 10 Coffee Shop	10 Center DrBethesda MD 20814	
Saw Pum Lian	National Institutes of Health - Building 10 ACRF	10B Center DrBethesda MD 20814	N/A
Saw Pum Lian	National Institutes of Health - Building 10 B1	10 Center DrBethesda MD 20814	N/A
Saw Pum Lian	National Institutes of Health - Building 10 B1 ATG	10 Center DrBethesda MD 20814	N/A
Saw Pum Lian	National Institutes of Health - Building 31	31 Center DrBethesda MD 20894	N/A
Siang Cung	Martin's #275	1650 C Wesel BlvdHagerstown MD 21740-5387	301-790-0143
Soe Oo Kyaw	Giant Food #2333	857 East Fort AvenueBaltimore MD 21230	N/A
Soft Avocado LLC	116ANNAP Fresh Market	2504 Solomons Island RoadAnnapolis MD 21401	410-573-9700
SUMT LLC	Giant Food #0346	5316 New Design RdFrederick MD 21703-7102	N/A
SUMT LLC	Giant Food #0335	1700 Kingfisher DrFrederick MD 21701-4775	N/A
SUMT LLC	Giant Food #0349	3530 Sugarloaf PkwyFrederick MD 21704-7909	N/A
Ta Mawi	Sprouts #918	680 Marketplace DrBel Air MD 21014-4338	N/A
Ta Mawi	Redner's Mkt #054 – Bel Air	2126 North Fountain Green RoadBel Air MD 21014	N/A
Taang Pi LLC	Giant Food #0347	10480 Campus Way SLargo MD 20774	N/A
Tha Hlei Sung	Giant Food #0155	7200 Cradlerock WayColumbia MD 21045-5067	N/A
Tha Hlei Sung	Giant Food #0111	6480 Freetown RdColumbia MD 21044-4050	N/A
Tha Hlei Sung	Giant Food #0348	6050 Daybreak CirClarksville MD 21029-1641	N/A
Tha Thawng Lian	Giant Food #2317	18140 Village Mart DrOlney MD 20832-1413	N/A
Tha Thawng Lian	Giant Food #0301	13781 Connecticut AveAspen Hill MD 20906-2916	N/A
Thang Do Vel	Giant Food #0167	948 Bay Ridge RdAnnapolis MD 21403-3958	N/A
Thang Sian Mung	The Fresh Market #129	838 Dulaney Valley RoadTowson MD 21204	N/A
Tin Oo Aung	Martin's #425	24 Rising Sun Town CtrRising Sun MD 21911	N/A
Tuan Tha Peng	Giant Food #0354	1280 E West HwySilver Spring MD 20910-3242	N/A
Van Ceu Lian	Martin's #444	18726 North Pointe DrHagerstown MD 21742-2418	240-420-8545
Van Lalau Uk	Giant Food #0143	4715 Dorsey Hall DrEllicott City MD 21042-5975	N/A
Van Lalau Uk	Sprouts #919	8070 Governor Ritchie Hwy # 6bPasadena MD 21122-1085	N/A

Za Lian Hmung	Giant Food #0198	9812 Falls RdPotomac MD 20854-3976	N/A
Za Lian Hmung	Giant Food #0106	7919 Tuckerman LnPotomac MD 20854-3243	
Za Lian Hmung	Giant Food #0132	10400 Old Georgetown RdBethesda MD 20814-1914	N/A
Za Lian Hmung	Giant Food #0300	8805 Centre Park DrColumbia MD 21045-2117	N/A
Zaw Min Aung	Giant Food #2305	7709 Harford RdParkville MD 21234-6403	N/A
Zaw Min Aung	Giant Food #0108	6340 York Rd # 50Baltimore MD 21212-2361	N/A
Zaw Min Aung	Giant Food #2306	1020 W 41st StBaltimore MD 21211-1666	N/A
Zaw Min Aung	Giant Food #0344	6020 Marshalee DrElkridge MD 21075-5935	N/A
Maung Maung OO	Univ of Maine	5748 Memorial Union MarketplacOrono ME 44695	207-581-1865
Augustine Van Bik	Meijer #191	1195 M 89Plainwell MI 49080-1135	269-685-3800
Aung Kyaw Tun	Meijer #123	16300 Fort StSouthgate MI 48195-1421	734-284-5300
Aung Kyaw Tun	Meijer #208	3710 Dix HwyLincoln Park MI 48146	N/A
Aung Moe	Meijer #222	1005 E 13 Mile RdMadison Heights MI 48071-1533	248-307-4968
Aung Moe	Meijer #237	29505 Mound RdWarren MI 48092-2012	586-573-2909
Aye Lia Van Cer Zi	Meijer #027	3825 Carpenter RdYpsilanti MI 48197-9606	734-677-7168
Aye Lia Van Cer Zi	Meijer #064	3145 Saline RdAnn Arbor MI 48103	734-997-3968
Bawi & Khamh LLC	Meijer #034	5150 Coolidge HwyRoyal Oak MI 48073-1001	248-280-1800
Bawi & Khamh LLC	Rivertown Market #651	1475 E Jefferson AveDetroit MI 48207	N/A
Bawi & Khamh LLC	Veterans Canteen Service #553	4646 John R StreetDetroit MI 48201	313-576-3772
Bawi & Khamh LLC	Woodward Corner Market	30955 Woodward AveRoyal Oak MI 48073-0800	N/A
Bawi Rum Mang Thang	Meijer #236	4900 M 72 EWilliamsburg MI 49690	231-534-9800
Bawi San Lian	Meijer #213	9515 Birch Run RdBirch Run MI 48415-9613	231-876-2800
Bawi Uk Thang	Meijer #197	900 N Lapeer RdOxford MI 48371-6747	248-236-8000
Bawi Uk Thang	Meijer #293	1138 W 3 Mile RdSault Sainte Marie MI 49783-9132	906-253-2800
BC Bawi	Meijer #291	408 W South StSturgis MI 49091-2153	269-319-4000
BETEL NUT, LLC	Meijer #302	3630 US 41 WMarquette MI 49855	517-555-1212
Biak Tin Rem	Meijer #019	700 W Norton AveMuskegon MI 49441-4751	231-733-2535

Biak Tin Rem	Meijer #071	1800 Holton RdMuskegon MI 49445-1532	231-744-7610
Ceu Hu Kham	Meijer #030	2777 Airport RdJackson MI 49202- 1239	616-365-6068
Ceu Hu Kham	Meijer #056	3333 E Michigan AveJackson MI 49202-3853	517-787-8722
Chan Kam	Meijer #231	28800 Telegraph RdSouthfield MI 48034-1950	248-304-9500
Christine Hehmeh Lian	Meijer #026	550 Baldwin StJenison MI 49428- 9753	616-457-5600
Christine Hehmeh Lian	Meijer #026 - C-Store	0-550 Baldwin AveJenison MI 49428	N/A
Chum Kio	Meijer #312	3757 Plainfield Ave NEGrand Rapids MI 49525-2403	616-365-1400
Cung Tin Mang	Meijer #257	1201 Lears RdPetoskey MI 49770- 9252	231-348-6100
David Lian	Meijer #193	3900 W US Highway 10Ludington MI 49431-7612	231-845-3700
David Lian	Meijer #279	15 Caberfae HwyManistee MI 49660-1109	231-887-5200
Eagle Brother Inc	Meijer #173	5465 Jackson RdAnn Arbor MI 48103	734-222-0368
En Lam Piang	Meijer #216	315 Wilson Ave NWGrand Rapids MI 49534-3554	616-735-2168
Everest Moe LLC	Meijer #025	2055 W Grand River AveOkemos MI 48864-1706	517-347-9168
Everest Moe LLC	Meijer #324	6200 S Pennsylvania AveLansing MI 48911-5719	517-394-9568
Golden Trees Inc	Meijer #041	1920 Pipestone RdBenton Harbor MI 49022-2315	269-926-7204
Golden Trees Inc	Meijer #119	6660 W Main StKalamazoo MI 49009-3962	269-372-9168
Golden Trees Inc	Meijer #196	8850 Shaver RdPortage MI 49024- 6155	269-321-4368
Golden Trees Inc	Meijer #251	5019 Red Arrow HwyStevensville MI 49127-1013	269-556-2400
Hlei Kip Par	Meijer #021	5800 Gull RdKalamazoo MI 49048- 1021	269-337-2958
Hlei Kip Par	Meijer #022	5121 S Westnedge AvePortage MI 49002-0404	269-337-2168
HNM Family LLC	Meijer #068	37201 Warren RdWestland MI 48185-2025	734-728-1800
Khaing Myo Aung	Meijer #226	2799 10 Mile Rd NERockford MI 49341-9100	616-863-3400
Khaing Myo Aung	Meijer #226 ATG	2799 10 Mile Rd NERockford MI 49341-9100	616-863-3400
Khaing Myo Aung	Meijer #226 C-Store	2799 10 Mile Rd NERockford MI 49341-9100	N/A
Khaing Tan	Meijer #029	2333 S Center RdBurton MI 48519- 1147	N/A
Khaing Tan	Meijer #259	4141 Morrish RdSwartz Creek MI 48473-7900	810-635-1400
Kham Thawn Thang	Meijer #217	3320 W Shore DrHolland MI 49424-7753	616-994-1100

Khen Sawm Kim	Meijer #109	1703 Haggerty HwyCommerce Township MI 48390-2833	248-280-5068
Khen Sawm Kim	Meijer #122	49900 Grand River AveWixom MI 48393-3308	248-449-8568
La Nan Dure	Bridge Street Market #650	405 Seward Ave NWGrand Rapids MI 49504-5556	N/A
Lal Siam Mawi	Meijer #203	15400 Waldron WayBig Rapids MI 49307-8890	231-527-0200
Lal Siam Mawi	Meijer #203 - C-Store	15375 Waldron WayBig Rapids MI 49307	N/A
Lametna Sushi LLC	Meijer #042	8400 Gratiot RdSaginaw MI 48609-4804	989-781-4644
Matu LLC	Meijer #199	1801 Marketplace Dr SECaledonia MI 49316-8506	616-656-6168
Matu LLC	Meijer #327 C-Store	6700 Broadmoor Ave SECaledonia MI 49316	N/A
Maung Than	Meijer #067	1700 N Telegraph RdMonroe MI 48162-9204	734-457-1900
Maung Than Aung	Meijer #229	205 S Range RdMarysville MI 48040-2605	810-388-9600
Moses Thawng	Meijer #113	2591 E M-21Corunna MI 48817	N/A
MYATMAHAR LLC	Meijer #023	5125 W Saginaw HwyLansing MI 48917-2635	517-886-8168
MYATMAHAR LLC	Meijer #052	1350 W Lake Lansing RdEast Lansing MI 48823-1314	517-333-3063
Myint Thandar	Meijer #054	20401 Haggerty RdNorthville MI 48167-1999	248-449-5768
Myo John	Meijer #046	8650 W Grand River AveBrighton MI 48116-2399	810-227-3404
Nantu Barua	Meijer #243	40445 S Groesbeck HwyClinton Twp MI 48036	N/A
Naw Bawk Kareng	Meijer #310	4665 S Green AveFremont MI 49412-9509	N/A
Naw Mi	Capital City Market #652	600 E Michigan AveLansing MI 48912	N/A
Ngun Te	Meijer #294	505 N 26TH StEscanaba MI 49829-1422	906-233-1100
Ni Tha Chin	Meijer #174	550 Hull RdMason MI 48854-9270	517-244-1900
Pau Sian Khual	Meijer #210	730 E Saginaw HwyGrand Ledge MI 48837-8411	517-669-4600
Paul Run Cung	Meijer #232	5300 Harvey StMuskegon MI 49444-6716	231-799-6929
Paul Run Cung	Meijer #232 C-Store	5326 Harvey StMuskegon MI 49444	N/A
Poe Geovani Reh	Meijer #282	1251 M 32 WestAlpena MI 49707	989-884-6100
Ram Vum	Meijer #188	13000 Middlebelt RdLivonia MI 48150	N/A
Richard Nun Uk Sang	Meijer #326	3691 M-55West Branch MI 48661	N/A
Richard Nun Uk Sang	Meijer #326 C-Store	3691 M-55West Branch MI 48661	N/A
Rual Lian Sang	Meijer #158	1997 E Beltline Ave NEGrand Rapids MI 49525-4545	616-447-1568

Rual Lian Sang	Meijer #158 C-Store	1999 E Beltline Ave NeGrand Rapids MI 49525-4545	616-447-1568
Rual Lian Sang	Meijer #615 C-Store	2988 Walker Ave NWGrand rapids MI 49544-9424	
Rual Lian Sang	Meijer #985	2350 3 Mile Rd NWGrand Rapids MI 49544-1305	616-735-7147
Rual Lian Sang	Meijer #989	2350 3 Mile Rd NWGrand Rapids MI 49544-1305	616-735-7147
Sarah Tial Cia	Meijer #172	3883 E Grand River AveHowell MI 48843-8564	517-552-6600
Sarah Tial Cia	Meijer #245	2160 Hartland RdHartland MI 48353-2502	810-632-4200
Saw San Win	Meijer #069	1015 E Pickard StMount Pleasant MI 48858-1062	989-775-2129
Saw San Win	Meijer #270	2805 W Cheesman RdAlma MI 48801-1095	989-576-6068
Shwe Kyi LLC	Meijer #108	7300 Eastman AveMidland MI 48642-7808	989-839-5900
Shwe Myanmar LLC	Meijer #050	5531 28th St SEGrand Rapids MI 49512-2053	616-954-6068
Shwe Myanmar LLC	Meijer #050 C Gas Station	5531 28th St SeGrand Rapids MI 49512-2053	616-954-6068
Shwe Myanmar LLC	Meijer #221	3434 Century Center St SwGrandville MI 49418-3101	616-724-2868
Shwe Myanmar LLC	Meijer #311	1540 28th St SeGrand Rapids MI 49508-1412	616-452-9651
Soe Lin Aung	Neimans St. Clair #186	1167 Carney DrSt. Clair MI 48079	336-601-5676
Tha Lian Bawi	Meijer #033	3955 US 31Traverse City MI 49686	231-933-1868
Thang Family Sushi LLC	Meijer #209	12821 Crossover DrDewitt MI 48820-7993	517-669-4600
Thang Lian Cin	Meijer #254	4075 32nd AveHudsonville MI 49426-8878	N/A
Thang Lian Cin	Meijer #254 - C-Store	4005 32nd AveHudsonville MI 49426	N/A
Thang Ngai	Meijer #045	217 E US Highway 223Adrian MI 49221-4215	517-265-7820
Thawng Tin-Lal Lian	Meijer #020	2425 Alpine Ave NwGrand Rapids MI 49544-1956	616-365-6068
Thet Lin Aung	Meijer #105	27255 23 Mile RdChesterfield MI 48051-2023	586-598-0600
Thet Lin Aung	Meijer #242	36865 26 Mile RdLenox MI 48048-3163	586-716-5800
Tial Khen Thluai	Meijer #248	3700 17 Mile Rd NECedar Springs MI 49319-7974	616-696-4600
Tluang Cung Hnin Thang	Meijer #250	250 Meijer DrGaylord MI 49735-7241	989-731-9600
Tluang Tin Thang	Meijer #315	100 Pigeon RdBad Axe MI 48413-8169	N/A
Tual Khan Mang	Meijer #205	11853 Fulton St ELowell MI 49331-8612	N/A
Tual Khan Mang	Meijer #303	2770 S State RdIonia MI 48846-8472	616-527-9200
U Tin Tin	Meijer #057	3175 N Rochester RdRochester	248-844-5068

		Hills MI 48306	
U Tin Tin	Meijer #065	15055 Hall RdUtica MI 48315-6206	586-556-0400
UNITED SUSHI LLC.	Meijer #072	9701 Belleville RdBelleville MI 48111-1305	734-697-1500
Van Ceu	Meijer #032	45001 Ford RdCanton MI 48187-2907	734-844-2706
Van Dawt Thang	Meijer #171	8605 E 34 RdCadillac MI 49601-8280	231-876-2800
Van Duh Hnem	Meijer #053	4200 Highland RdWaterford MI 48328-2137	N/A
Van Duh Hnem	Meijer #185	800 Brown RdAuburn Hills MI 48326-1309	248-393-5100
Van Duh Hnem	Meijer #227	6001 Highland RdWhite Lake MI 48383-4302	248-889-6800
Van Ram Nuam Sang	Meijer #044	2474 W Hill RdFlint MI 48507	N/A
Van Ram Nuam Sang	Meijer #048	2980 E Wilder RdBay City MI 48706	N/A
Van Ram Nuam Sang	Meijer #187	595 N. Pine RdBay City MI 48708	N/A
Van Tha Cem	Meijer #201	606 S Greenville West DrGreenville MI 48838-3513	231-733-2535
Win Thein Maung Kyaut	Meijer #163	4775 24th AveFort Gratiot MI 48059-3405	810-385-2100
Ye Lin Tun	Meijer #268	1301 8 Mile RdDetroit MI 48203	N/A
Ye Lin Tun	Meijer #306	25225 Schoenherr RdWarren MI 48089-1596	N/A
Zau Galau	Meijer #253	7157 E Saginaw StEast Lansing MI 48823-9620	517-885-9000
AnAn's Sushi LLC	Lunds & Byerly's - Excelsior	14400 Excelsior BlvdMinnetonka MN 55345-5820	952-512-7700
Aung Aung Say	Byerly's - Chanhassen	800 W 78TH StChanhassen MN 55317-9578	952-474-1298
Bethel LLC	Byerly's - Woodbury	7050 Valley Creek PlzWoodbury MN 55125-2267	651-738-1974
BHT Inc.	Mayo Clinic's - DAHLC	565 1ST Ave SWRochester MN 55902	507-284-2511
BHT Inc.	Mayo Clinic's - Mayo Support Center	4001 41ST St NWRochester MN 55901-8901	507-284-2511
BHT Inc.	Mayo Clinic's - Superior Drive	3050 Superior Dr NWRochester MN 55905-1700	507-284-2511
BHT Inc.	Mayo Clinic's - St. Mary Delivery	1216 2nd St SWRochester MN 55902-1906	507-284-2511
BHT Inc.	Mayo Clinic's - Harwick	205 3rd Ave SWRochester MN 55905-0010	507-284-2511
BHT Inc.	Mayo Clinic's - Methodist	201 Center St WRochester MN 55902-3003	507-284-2511
BHT Inc.	Mayo Clinic's - Sushi	1216 2nd St SWRochester MN 55902	507-284-2511
Buan Lian Cung	Lund's - 50th Street	3945 W 50TH StEdina MN 55424-1203	952-926-6833
JZ Lin LLC	Lund's - Penn Ave	6228 Penn Ave SRichfield MN 55423-1135	612-861-1881

Keo-Songkha Inc.	Byerly's - Golden Valley	5725 Duluth StGolden Valley MN 55422-4011	763-544-8846
Khai Family LLC	Lund's - Hennepin	1201 Hennepin AveMinneapolis MN 55403-1707	612-379-5040
KT Sushi Inc	Lund's - Wayzata	1151 Wayzata Blvd EWayzata MN 55391-1935	952-476-2222
Lin Win LLC.	Byerly's - St. Louis Park - Kosher	#N/A	N/A
Lin Win LLC.	Byerly's - St. Louis Park	3777 Park Center BlvdSaint Louis Park MN 55416-2515	952-929-2100
Lin Win LLC.	Byerly's - Maple Grove	12880 Elm Creek Blvd NMaple Grove MN 55369-7052	763-416-1611
LTA SUSHI LLC	Lund's - Plymouth	3455 Vicksburg Ln NPlymouth MN 55447-1319	763-268-1624
Na Prayoungkham	Lund's - Village Market	16731 Highway 13 SPrior Lake MN 55372-8501	952-440-3900
Nay Kaw INC.	Lund's - Navarre	3333 Shoreline DrWayzata MN 55391-9800	952-471-8473
Oceanblue LLC	Lund's - Lake Street	1450 W Lake StMinneapolis MN 55408-2611	612-825-2440
PHV Sushi LLC	Byerly's - Edina	7171 France Ave SEEdina MN 55435-4304	952-831-3601
Suan Lam Thang LLC	Lund's - Loehmanns/Normandale	5159 W 98TH StBloomington MN 55437-2040	952-896-0092
Super Sushi Inc	Byerly's - Ridgedale	13081 Ridgedale DrMinnetonka MN 55305-1840	952-541-1414
Sushi Luver LLC	Lund's - University	25 University Ave SEMinneapolis MN 55414-1020	612-548-3820
That Win LLC	Lund's - Penfield	115 10TH St ESaint Paul MN 55101-2574	651-999-1600
Thazin Inc	Byerly's - Eden Prairie 2	970 Prairie Center DrEden Prairie MN 55344-7304	952-934-5520
The Little Garden LLC	Byerly's - St. Cloud	2510 W Division StSaint Cloud MN 56301-3815	320-252-4112
Thet Sushi LLC	Lakewinds Natural Foods CoOp	6420 Lyndale Ave SRichfield MN 55423	612-644-7073
Thuwin Family LLC	Lund's - Minnetonka	11400 Highway 7Minnetonka MN 55305-5306	952-935-0198
TKN Sushi LLC	Minnesota State University, Mankato - Chats Place	7 Centennial Students UnionMankato MN 56001	N/A
TKN Sushi LLC	Minnesota State University, Mankato - Julius Sears Grill	7 Centennial Students UnionMankato MN 56001	N/A
TKN Sushi LLC	Minnesota State University, Mankato - The Centennial Student Union	7 Centennial Student UnMankato MN 56001-6049	N/A
TND Sushi Corp.	Byerly's - Roseville	1601 County Road C WRoseville MN 55113-1302	651-633-6949
Too Too Lay Sushi Ltd	Byerly's - Eagan	1299 Promenade PIEagan MN 55121-2293	651-686-9669
Win Family Sushi Corp	Veterans Canteen Service #618	1 Veterans DrMinneapolis MN 55417-2309	612-725-2029
Win Wold	Lund's - Highland Bridge	2170 Ford ParkwaySaint Paul MN 55116	N/A
XK Sushi LLC	Lunds & Byerly's - White	4630 Centerville RdWhite Bear Lk	N/A

	Bear Lake	MN 55127-2301	
YangSchiung LLC	Byerly's - Burnsville	401 County Road 42 EBurnsville MN 55306-5706	952-892-5600
Yatai Sushi J LLC	Lunds & Byerly's - Nokomis	4725 Cedar Ave SMinneapolis MN 55407	N/A
Bawi Sung Hlawn Ce	Webster University - Sushi	175 Edgar RdWebster Groves MO 63119-3227	615-460-6000
Cing Khawm Huai	Missouri S&T	1346 N Bishop AveRolla MO 65409	573-341-6471
Cing Khawm Huai	Rolla Price Chopper	1360 Forum DriveRolla MO 65401	N/A
Hlaing Wah Oo	Truman State University - Mein Bowl	901 S. Franklin StKirksville MO 63501	660-785-4197
Hlaing Wah Oo	Truman State University - Sushi	100 E Normal AveKirksville MO 63501-4200	660-785-4197
Htu Raw	Schnucks #715	5410 Clark LaneColumbia MO 65202	N/A
Kai Htang Ba Hkyam	Veterans Canteen Service #543 - Patriot Store	800 Hospital DriveColumbia MO 65201	N/A
Kai Htang Ba Hkyam	Veterans Canteen Service #543 - Patriot Cafe	800 Hospital DriveColumbia MO 65201	N/A
Kai Htang Ba Hkyam	Veterans Canteen Service #543 - Sushi	800 Hospital DriveColumbia MO 65201	N/A
Khin Htay Kyi	Price Chopper #043	1600 SE Blue PkwyLees Summit MO 64063-3191	816-875-2310
Khin Htay Kyi	Target #1392	1850 NW Chipman RdLees Summit MO 64081	N/A
Krishna Kumar Prajapathi	Veterans Canteen Service #587	915 N Grand BlvdSaint Louis MO 63106-1621	314-487-0400
Lang Muan Thang	Town and Country - Laurie	#N/A	#N/A
Mang Uk Thang	Sprouts #721	8383 N Booth AveKansas City MO 64158-1319	816-222-0202
Mizo LLC	EatWell	111 S. Providence RdColumbia MO 65203	573-442-2128
MT Sumeru LLC	SE Missouri State Univ	1 University Plaza MS 1700Cape Girardeau MO 63701	314-651-2979
Phun Sang Mang	Target #2423	9040 N Skyview AveKansas City MO 64154-8501	N/A
Phun Sang Mang	Target #1455	9220 NE Barry RdKansas City MO 64157-1209	N/A
Sian Za Neng	Sprouts #723	827 NE HIGHWAY 291LEES SUMMIT MO 64086	816-272-7038
Siang Thang	Price Chopper #018	8430 Wornall RdKansas City MO 64114	N/A
Than Zaw	Sprouts #722	6061 NW 64th StKansas City MO 64151-2432	816-303-6503
Thi Ha	Price Chopper #021	500 NE Barry RdKansas City MO 64155	816-468-1188
Thi Ha	Price Chopper #011	4820 N Oak TrfyKansas City MO 64118-4691	816-454-0710
Tial Hlei Sung	St. Louis University - Mein Bowl	20 N Grand BlvdSaint Louis MO 63103-2005	314-915-1005
Tial Hlei Sung	St. Louis University - Sushi	20 N GRAND BLVDSaint Louis MO 63103-2005	314-915-1005

Apu Lai and Api Lai LLC	Corner Market #6074	1900 Hardy Street Hattiesburg MS 39401	N/A
Apu Lai and Api Lai LLC	Corner Market 6062 D	3144 Audubon Dr Laurel MS 39440	
Apu Lai and Api Lai LLC	Corner Market 6089 D	2800 Lincoln Rd Hattiesburg MS 39402	N/A
Apu Lai and Api Lai LLC	Corner Market 9006 6077	3720 Hardy Street Hattiesburg MS 39402	601-264-3425
La Nan	Corner Market 9084 6065 D	503 S. Front St. Ellisville MS 39437	N/A
La Nan	Corner Market 9314 6075 D	5266 Old Highway 11 Hattiesburg MS 39402	601-268-9610
La Nan	Corner Market 9028 6056	116 South Main Street Petal MS 39465	601-584-6254
La Nan	Corner Market 8215 6053	7123 US Highway 98 Suite 50 Hattiesburg MS 39401	601-450-4334
Lumhkawng Lahpyaw	091JACK Fresh Market	1000 Highland Colony Pkwy Ridgeland MS 39157	601-856-2866
Pan Lung	University of Mississippi Medical Center - Market Coffee at the School of Medicine	2500 N State St Jackson MS 39216	N/A
Pan Lung	University of Mississippi Medical Center - Wiser Cafe	2500 N State St Jackson MS 39216	N/A
Pan Lung	University of Mississippi Medical Center - Main Cafe	2500 N State St Jackson MS 39216	N/A
Pan Lung	University of Mississippi Medical Center - Norman C. Nelson Student Union	2500 N State St Jackson MS 39216	N/A
A Dee	Lowe's Food #155	6310 Old Oak Ridge Road Greensboro NC 27410	336-668-2118
A Dee	Lowe's Food #188	1236 Guilford College Rd Jamestown NC 27282-9810	336-856-7202
Ai Ah Siang	Lowe's Food #203	2205 Oak Ridge Rd Oak Ridge NC 27310-8728	336-644-0554
Ai Ah Siang	Lowe's Food #243	5820 N Church St Greensboro NC 27455-9342	N/A
Andy Hsa Paw	208FAYV Fresh Market	230 Glensford Dr Fayetteville NC 28314	910-867-2588
Aye Myint	013RAL Fresh Market	400 Woodburn Road Raleigh NC 27605	919-828-7888
Bawi Luai	009GC Fresh Market	1560 Highwoods Blvd Greensboro NC 27410	336-855-6114
Chai Dane Mon	Sprouts #544	3357 Battleground Ave Greensboro NC 27410-2401	
Daisy and Cherry Inc	029SOP Fresh Market	155 Beverly Lane Southern Pines NC 28387	910-695-0587
Dim Vung	Appalachian State - RISE at Leon Levine Hall of Health Science	1179 State Farm Road Boone NC 28607	N/A
Dim Vung	Appalachian State - Trivette Market	170 Stadium Drive Boone NC 28607	N/A
Dim Vung	Appalachian State University - Cascades Cafe	480 Rivers St Boone NC 28607	N/A
Dim Vung	Appalachian State University	263 Locust St Boone NC 28608	N/A

	- Crossroads, Student Union		
Dim Vung	Appalachian State University - River Street Cafe	287 Riverside DrBoone NC 28607-5100	716-986-1257
Dim Vung	Appalachian State University - Sanford Commons	480 Rivers StBoone NC 28607	N/A
Dim Vung	Appalachian State University - Wired Scholar, Library	218 College StBoone NC 28607	N/A
Diversity Food Brands	CLT-Course B	5501 Josh Birmingham PkwyCharlotte NC 28208-5750	707-359-4673
Diversity Food Brands	CLT-Course D	5501 Josh Birmingham PkwyCharlotte NC 28208-5750	707-359-4673
Diversity Food Brands	CLT-Course E	5501 Josh Birmingham PkwyCharlotte NC 28208-5750	707-359-4673
Ei Kaung LLC	Lowe's Food #228	1191 University DrBurlington NC 27215-8798	336-584-8091
Fido Dido LLC	Bytes Cafe at Gateway Center	900 W Trade StCharlotte NC 28202-1139	N/A
Fido Dido LLC	Taste Cafe	100 N Tryon StCharlotte NC 28202-4000	980-388-7468
Fido Dido LLC	TIAA-CREF	8625 Andrew Carnegie BlvdCharlotte NC 28262	N/A
Go Kim Sing	017PROV Fresh Market	4223 Providence RoadCharlotte NC 28211	704-365-6659
Go Kim Sing	019CC Fresh Market D	7625 Pineville/Matthews RoadCharlotte NC 28226	704-541-1882
Han Thein	094CPLHL Fresh Market	1200 A Raleigh RoadChapel Hill NC 27517	919-932-7501
Han Thein	205DRHM Fresh Market	4215 University Drive Ste A3Durham NC 27707	919-401-9467
Harn Family LLC	005HVL Fresh Market	223 Greenville HwyHendersonville NC 28792	828-698-4682
Hsar Mu	Sprouts #542	2810 Freedom Parkway DrFayetteville NC 28314-3232	910-748-5985
HTOO LLC	NC State University	2600 Founders DrRaleigh NC 27695	919-524-4455
HTOO LLC	NC State University - Talley Market	2610 Cates AveRaleigh NC 27606	N/A
HTOO LLC	NC State University - Talley Student Union (One Earth)	2610 Cates AveRaleigh NC 27606	N/A
Htusan Gawlu	Lowe's Food #280	14021 Boren StHuntersville NC 28078	N/A
James Maung Lwin	188NAGS Fresh Market	5000 S Croatan Highway UnitNags Head NC 27959	252-255-5022
Jeff Lal Ro Sang Sunthang	012WS Fresh Market	3285 Robinhood RdWinston-Salem NC 27106	336-760-2519
Konnichiwa, LLC	University of North Carolina at Pembroke - EAT Cafe	1 University DrPembroke NC 28372	N/A
Konnichiwa, LLC	University of North Carolina at Pembroke - James B. Chavis University Center	209 North Odum StPembroke NC 28372	N/A
Konnichiwa, LLC	University of North Carolina at Pembroke - Mary Livermore Library	209 North Odum StPembroke NC 28373	N/A

Lahpai & Chang Food Service	104LKNORM Fresh Market	20623 Torrence Chapel RoadCornelius NC 28031	704-892-8802
Lahpai & Chang Food Service	219DIL Fresh Market	1408 East Blvd Unit CCharlotte NC 28203	704-337-8031
Lal Muan Bik	UNC Charlotte	Library Lane,Charlotte NC 28223	980-428-1761
Lal Muan Bik	UNC Charlotte - Library	150 N College StreetCharlotte NC 28202	N/A
Lawm Thanga	Lowe's Food #182	5180 Reidsville RdWalkertown NC 27051-9770	N/A
Lawm Thanga	Lowe's Food #266	240 Market View DrKernersville NC 27284-4019	336-992-1860
Lydia Van Lal	001GSO Fresh Market	3712 Lawndale DriveGreensboro NC 27455	336-282-4832
Maung Zaw Thike Maung	Lowe's Food #167	11312 Highway 15 501 NChapel Hill NC 27514	N/A
Mawi Lynda	Lowe's Food #179	1581 New Garden RdGreensboro NC 27410-2726	336-852-1770
Monica Laypoe	020FV Fresh Market	6325 Falls of Neuse RoadRaleigh NC 27615	919-872-8501
Nai Ah Htoo	Lowe's Food #236	1020 Mebane Oaks RdMebane NC 27302-9679	919-563-0503
Nai Hlaing Soe	101GVLNC Fresh Market	950 Criswell Drive Unit 111Greenville NC 27834	252-756-6210
Naw Aye Aye	Target #1932	1201 Beaver Creek Commons DrApex NC 27502	N/A
Ngun Zing Thang	Earth Fare #100	66 Westgate ParkwayAsheville NC 28806	N/A
Peter A Myint	UNCG Dining Services	1209 North DrGreensboro NC 27412-5015	336-334-5171
Sa Min Htwe	Sprouts #543	105 W NC Highway 54Durham NC 27713-6646	N/A
Sa Min Htwe	Target #1872	4037 Durham Chapel Hill BlvdDurham NC 27707	N/A
Sa Min Htwe	Target #2069	8210 Renaissance PkwyDurham NC 27713	N/A
Sai Aung	003AVL Fresh Market	944 Merrimon AvenueAsheville NC 28804	828-252-9098
Sai Aung	189SASH Fresh Market	1378 Hendersonville Road SteAsheville NC 28803	828-277-7023
Sai Tun Aung	Lowe's Food #216	2631 S NC 127 HwyHickory NC 28602-9129	N/A
Sainaw Tai	Lowe's Food #245	260 14th Ave NEHickory NC 28601-2516	828-256-0104
Sainaw Tai	Lowe's Food #254	3010 N Center StHickory NC 28601-1161	828-322-2888
Saingnon Rommon	Lowe's Food #262	625 Mills Park DrCary NC 27519	N/A
Sar Sa Na	008CRY Fresh Market	3655 SW Cary ParkwayCary NC 27513	919-481-2865
Saw Sushi Corporation	UNC Medical Center	101 Manning DrChapel Hill NC 27514	N/A
Saw Sushi Corporation	UNC REX Healthcare - Korner Cafe	4420 Lake Boone TrlRaleigh NC 27607-7505	919-784-3100
Saw Thar Wah	Lowe's Food #227	7281 NC Hwy 42 WestRaleigh NC	919-329-6692

		27603	
Steven Thang Om	Lowe's Food #158	4000 NC Highway 105 SBanner Elk NC 28604-8629	828-898-9565
Steven Thang Om	Lowe's Food #177	267 New Market CtrBoone NC 28607-3993	828-265-2084
Sui Nei Kim	CMC Northeast	920 Church St NConcord NC 28025-2927	847-804-8585
Sushi Guy Inc	Sprouts #541	15121 Ballancroft PkwyCharlotte NC 28277-4857	N/A
Sushi Maung Lwin Inc	Sprouts #540	9414 Falls of Neuse RdRaleigh NC 27615-2499	919-326-2530
Uk Tha	204SCHAR Fresh Market	10828 Providence RdCharlotte NC 28277	704-443-0160
Vanlal Chai Fela	Forsyth Hospital (Novant)	3333 Silas Creek PkwyWinston Salem NC 27103	N/A
Wang Family Inc	CaroMont Regional Medical Center	2525 Court DrGastonia NC 28054- 2140	704-834-2845
William Siang Lal	Lowe's Food #162	6430 Tryon RdCary NC 27518- 7050	919-859-9335
William Siang Lal	Lowe's Food #184	5400 Apex PeakwayApex NC 27502-3924	919-363-5376
William Siang Lal	Lowe's Food #190	930 High House RdCary NC 27513- 3574	919-467-4441
William Siang Lal	Lowe's Food #226	8400 Louisburg RdRaleigh NC 27616	919-266-1031
William Siang Lal	Lowe's Food #239	942 Gateway Commons CirWake Forest NC 27587-6594	919-554-0537
William Siang Lal	Wake Med Raleigh	3000 New Bern AveRaleigh NC 27610-1231	919-350-8042
Ye Yan Naing Win	Earth Fare #165	8885 Christenbury ParkwayConcord NC 28027	N/A
Ye Yan Naing Win	Bank of America Stadium	800 South Mint StCharlotte NC 28202	N/A
Yin Jung Food Co	Lowe's Food #241	125 Center Square Dr Mooresville NC 28117-6996	704-660-9594
Ying Ming Bar LLC	Lowe's Food #149	3372 Robinhood RdWinston Salem NC 27106-5404	336-659-4943
Ying Ming Bar LLC	Lowe's Food #161	2501 Lewisville Clemmons RdClemmons NC 27012-8712	336-766-1608
Ying Ming Bar LLC	Lowe's Food #171	177 Lowes Foods DrLewisville NC 27023-8258	336-945-5307
Ying Ming Bar LLC	Lowe's Food #205	258 Hwy 801 NorthAdvance NC 27006	336-940-4103
Yulia Khaing	080WLMTN Fresh Market	1060 International DriveWilmington NC 28405	910-256-3524
Zing Tha Hlei Man	Earth Fare #120	12235 N. Community House RdCharlotte NC 28277	N/A
Zomi Sushi Inc	Lowe's Food #181	321 WB McLean DrCape Carteret NC 28584-8516	252-393-1602
Andrew Thang Thawn Sing	Super Saver 27	840 Fallbrook BlvdLincoln NE 68503	N/A
Chyoi Tsin LLC	University of NE at Lincoln Knoll C-Store	440 N 17th StLincoln NE 68508- 1607	402-472-3561

Chyoi Tsin LLC	University of NE at Lincoln Selleck C-Store	600 N 15th StLincoln NE 68508-1296	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Village C-Store	1055 N 16th StLincoln NE 68508-1257	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Abel C-Store	860 N 17th StLincoln NE 68508-1276	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Cather C-Store	530 N 17th StLincoln NE 68588-1600	402-472-3561
Htay Htay	University of NE at Omaha - Stedman Cafe	6708 Pine StOmaha NE 68182-1101	N/A
Htay Htay	University of NE at Omaha - The Library	6401 University Dr NOmaha NE 68132	N/A
Htay Htay	University of NE at Omaha - School of Health & Kinesiology	6001 Dodge StOmaha NE 68182-1102	N/A
Htay Htay	University of NE at Omaha - The Maverick Den	6001 Dodge StOmaha NE 68182-1102	N/A
Htay Htay	University of NE at Omaha - The Food Court at Milo Bail ATG	6001 Dodge StOmaha NE 68182-1102	402-554-2400
Htay Htay	University of NE at Omaha - The Food Court at Milo Bail Sushi	6001 Dodge StOmaha NE 68182-1102	402-554-2400
Khine Khine Kyaw	Super Saver #009	2662 Cornhusker HighwayLincoln NE 68521	N/A
Khine Khine Kyaw	Russ's Market 01 D	1709 Washington StLincoln NE 68502	402-432-6243
Khine Khine Kyaw	Russ's Market 21	1550 S Coddington AveLincoln NE 68522	402-477-6236
Khine Khine Kyaw	Russ's Market 16	4400 South 33rd CourtLincoln NE 68503	N/A
Lau TsangYingSau Zahkung	Super Saver 4 D	233 N 48 StLincoln NE 68504	402-432-6243
Lau TsangYingSau Zahkung	Russ's Market 02 D	130 N. 66th StreetLincoln NE 68505	402-464-6297
Lau TsangYingSau Zahkung	Super Saver 17	2525 Pine Lake RoadLincoln NE 68503	N/A
Mandalay Family Inc	Creighton University - Med Sciences	2500 California PlazaOmaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Malt Shop	2500 California PlazaOmaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Jack & Eds	2500 California PlazaOmaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Haper Birdfeeder	2500 California PlazaOmaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Mein Bowl	2500 California PlazaOmaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Nebraska Medical Center - Mein Bowl	981200 Nebraska Medical CtrOmaha NE 68198-1200	402-559-4000
Mandalay Family Inc	Nebraska Medical Center - Sushi	981200 Nebraska Medical CtrOmaha NE 68198-1200	402-559-4000

Mandalay Family Inc	Creighton University - Sushi	2500 California Plaza Omaha NE 68178-0035	402-280-2700
Van Daai Tui Sushi LLC	Russ's Market 07	611 N Burlington Hastings NE 68901	402-325-4983
A Min Yin	Concord Food Co-Op	24 S Main St Concord NH 03301-4809	603-225-6840
Than Khaing	Univ of New Hampshire	105 Main Street Durham NH 3824	603-862-1234
Aung Ye Kyaw	Stop & Shop #0802	3333 NJ-27 Franklin Park NJ 8823	N/A
Aung Ye Kyaw	Stop & Shop #2800	1221 NJ-27 Somerset NJ 8873	N/A
Aung Ye Kyaw	Stop & Shop #0809	940 Easton Ave Somerset NJ 08873-1745	N/A
Aung Ye Kyaw	Stop & Shop #2812	160 Village Center Dr Freehold NJ 07728-2510	N/A
Aung Ye Kyaw	Stop & Shop #0810	1600 Perrineville Rd Monroe Township NJ 08831-4923	N/A
Cung Thawng	Stop & Shop #0823	5 Town Center Dr Sparta NJ 07871-1982	N/A
Cung Thawng	Stop & Shop #0829	816 Franklin Ave Franklin Lakes NJ 07417-1311	N/A
Cung Thawng	Stop & Shop #0825	337 Franklin Ave Wyckoff NJ 07481-2040	N/A
Dal Kim Company	Pennington Quality Market	25 Route 31 S Pennington NJ 08534-2511	609-737-0058
Josef Sutiono	Virtua Marlton Hospital	90 Brick Rd Marlton NJ 08053-2177	484-637-3575
Josef Sutiono	Virtua Memorial Hospital	175 Madison Ave Mount Holly NJ 08060-2038	484-637-3575
Josef Sutiono	Virtua Voorhees Hospital	100 Bowman Dr Voorhees NJ 08043-9612	484-637-3575
Khaing Kyaw Kyaw Aung	Stop & Shop #0853	1 Lefante Way Bayonne NJ 07002-5070	N/A
Khin Swe Myint	Stop & Shop #2805	133 Main St Madison NJ 07940-2154	N/A
Khin Swe Myint	Stop & Shop #0893	245 Littleton Rd Morris Plains NJ 07950-2921	N/A
Khin Swe Myint	Stop & Shop #0834	404 Springfield Ave Berkeley Heights NJ 07922-1107	N/A
Khin Swe Myint	Stop & Shop #2817	407 Valley St. South Orange NJ 7079	N/A
Khup Sian Sut	Sprouts #945	227 Route 73 S Marlton NJ 8053	N/A
Linda Noom	Ramapo College - Mein Bowl	505 Ramapo Valley Rd Mahwah NJ 07430-1623	201-684-7500
Linda Noom	Ramapo College - Sushi	505 Ramapo Valley Rd Mahwah NJ 07430-1623	201-684-7500
Maung Maung	Stop & Shop #2802	1185 Broad St Clifton NJ 07013-3327	N/A
Maung Maung	Stop & Shop #0800	8 Franklin St Bloomfield NJ 07003-5731	N/A
Naing Family LLC	Jersey Shore Medical Center	1945 State Route 33 Neptune NJ 07753-4859	732-774-3740
Sa Aine Shung	Stop & Shop #0860	4 Union Ave Haskell NJ 07420-1525	N/A
Saw Ei Taw	Stop & Shop #2815	500 NJ-23 Pompton Plains NJ 7444	N/A
Silver Dragon LLC	The College of New Jersey -	2000 Pennington Rd Ewing NJ	609-771-2131

	Wolf Student Center	08618-1104	
Silver Dragon LLC	The College of New Jersey - College of Education	2000 Pennington RdEwing NJ 08618-1104	609-771-2131
Silver Dragon LLC	The College of New Jersey - Library	2000 Pennington RdEwing NJ 08618-1104	609-771-2131
Silver Dragon LLC	The College of New Jersey - Student Center	2000 Pennington RdEwing NJ 08618-1104	609-771-2131
Steve Nyein Win	Stop & Shop #2807	875 Bloomfield AveWest Caldwell NJ 07006-7102	N/A
Steve Nyein Win	Stop & Shop #0819	425 Lewandowski StLyndhurst NJ 07071-2540	N/A
Steve Nyein Win	Stop & Shop #0831	625 Paterson AveCarlstadt NJ 07072-1617	N/A
Steve Nyein Win	Stop & Shop #0813	160 Kingsland RdClifton NJ 07014-1915	N/A
Swe Mar Zaw Oo	Stop & Shop #0888	1220 Hamburg TurnpikeWayne NJ 7470	N/A
Swe Mar Zaw Oo	Stop & Shop #2818	25 Kinnelon RdButler NJ 07405-2337	N/A
Zaw Win Htun	Stop & Shop #0835	34 W Railroad AveTenafly NJ 07670-1735	N/A
Zaw Win Htun	Stop & Shop #0828	20 Washington AveDumont NJ 07628-3615	N/A
Zaw Win Htun	Stop & Shop #2819	400 Demarest AveCloster NJ 07624-2513	N/A
Zaw Win Htun	Stop & Shop #0812	600 Kinderkamack RdEmerson NJ 07630-1138	N/A
Zaw Win Htun	Stop & Shop #0820	175 Franklin AveRidgewood NJ 07450-3205	N/A
Zin Min Nwe	Stop & Shop #2814	116 NJ-35Neptune City NJ 7753	N/A
Zin Min Nwe	Stop & Shop #0811	353 NJ-37Toms River NJ 8753	N/A
Zin Min Nwe	Stop & Shop #0830	3208 Bridge AvePt Pleasant NJ 08742-3459	N/A
Zin Min Nwe	Stop & Shop #0808	2360 Lakewood RdToms River NJ 08755-1929	N/A
Zin Min Nwe	Stop & Shop #0873	2275 W County Line RdJackson NJ 08527-2393	N/A
Zin Min Nwe	Stop & Shop #0815	4861 U.S. 9Howell Township NJ 7731	N/A
Job Lamno	Sprouts #707	13150 Central Ave SEAlbuquerque NM 87123-3032	505-998-1140
Job Lamno	Sprouts #701	10701 Corrales Rd NWAlbuquerque NM 87114-1087	505-890-7900
Job Lamno	Sprouts #704	6300 San Mateo Blvd NEAlbuquerque NM 87109-3553	505-821-7000
Khup Thawn Thawn	Sprouts #708	5600 Coors Blvd NWAlbuquerque NM 87120-1870	505-355-3850
Khup Thawn Thawn	Sprouts #703	11201 Montgomery Blvd NEAlbuquerque NM 87111-2648	505-298-2447
Khup Thawn Thawn	Sprouts #702	5112 Lomas Blvd NEAlbuquerque NM 87110-6452	505-268-5127
Pau Sushi LLC	Sprouts #709	2350 E Lohman AveLas Cruces NM 88001-8407	575-680-3680

Rual Bik Thang	Veterans Canteen Service #501	1501 San Pedro Dr SE Albuquerque NM 87108	505-265-1711
Rual Bik Thang	Sprouts #706	199 Paseo de Peralta Santa Fe NM 87501-3010	505-988-1140
Rual Bik Thang	Sprouts #705	3201 Zafarano Dr Santa Fe NM 87507-2672	505-424-1900
Aung Moe	Sprouts #560	299 E Plumb Ln Reno NV 89502	N/A
Htut Yei Win	Sprouts #509	1140 E Silverado Ranch Blvd Las Vegas NV 89183-5806	N/A
Jinwoo Hwang	Sprouts #502	4020 S Rainbow Blvd Las Vegas NV 89103-2011	702-876-4888
Lwin Ko Ko Latt	Sprouts #510	7375 S Rainbow Blvd Las Vegas NV 89139-0412	N/A
Lwin Myo	Sprouts #559	771 S Rainbow Blvd Las Vegas NV 89145-6241	N/A
Mcht Market Vegas Inc	Sprouts #505	10000 W Sahara Ave Las Vegas NV 89117-6071	702-216-5060
Min Thu Win	Veterans Canteen Service #758	6900 Pecos Rd North Las Vegas NV 89086	702-791-9000
Monkey & Monkey Enterprise, LLC	Sprouts #503	635 S Green Valley Pkwy Henderson NV 89052-0404	702-322-2229
Monkey & Monkey Enterprise, LLC	Sprouts #501	3365 E Tropicana Ave Las Vegas NV 89121-7329	702-777-0650
Monkey & Monkey Enterprise, LLC	Sprouts #504	515 N Stephanie St Henderson NV 89014-6613	702-777-7095
Thang Ning Phway	Sprouts #511	125 Disc Dr Sparks NV 89436-7704	N/A
Thida	Sprouts #506	8441 Farm Rd Las Vegas NV 89131-8241	702-216-5060
Young Suk Choi	Sprouts #508	587 S Meadows Pkwy Reno NV 89521	702-216-5060
Zinmar Win	Sprouts #558	6150 N Decatur Blvd Las Vegas NV 89130-1403	N/A
Zinmar Win	Sprouts #507	7530 W Lake Mead Blvd Las Vegas NV 89128-0273	702-216-5060
Aung Thiha	Stop & Shop #0593	670 N Broadway White Plains NY 10603-2428	N/A
Aung Thiha	Stop & Shop #0501	152 Westchester Ave White Plains NY 10601-4512	N/A
Aungseng Du Nding	The Fresh Market #118	664 New Loudon Road Latham NY 12110	N/A
B.H.T Sushi Inc	Binghamton University - Sushi	4400 Vestal Pkwy E Binghamton NY 13902-4400	607-777-2000
GM Global Inc.	Stop & Shop #2590	460 Franklin Ave Franklin Square NY 11010	N/A
GM Global Inc.	Stop & Shop #2565	465 Atlantic Ave Oceanside NY 11572-2742	N/A
GM Global Inc.	Stop & Shop #0577	3577 Long Beach Rd Oceanside NY 11572-5702	N/A
GM Global Inc.	Stop & Shop #0570	653 Hillside Ave New Hyde Park NY 11040-2512	N/A

Han Lin Naing	Colgate University	30 College StHamilton NY 13346	774-487-1557
Han Lin Naing	Colgate University - Commissary Kitchen	30 College StHamilton NY 13346	N/A
Hein Min Aung	Veterans Canteen Service #526	130 West Kingsbridge RdBronx NY 10468	718-584-9000
Ja Nan	Stop & Shop #2596	195 N Bedford RdMount Kisco NY 10549-1140	N/A
Jan Mai	Stop & Shop #0560	291 W Main StSmithtown NY 11787-2608	N/A
Jennifer Tway Shwe	Le Moyne College - C-Store	1419 Salt Springs RdSyracuse NY 13214-1302	315-445-5455
Jennifer Tway Shwe	Le Moyne College - Dolphin Den	1419 Salt Springs RdSyracuse NY 13214-1302	315-445-5455
Jennifer Tway Shwe	Le Moyne College - Production Kitchen	1419 Salt Springs RdSyracuse NY 13214-1302	315-445-5455
Kyaw Han	Stop & Shop #0542	177 Forest AveGlen Cove NY 11542-2020	N/A
Kyaw Han	Stop & Shop #2584	130 Wheatley PlzGreenvale NY 11548-1344	N/A
Kyaw Myo Oo	Stop & Shop #0516	1100 E Jericho TpkeHuntington NY 11743-5435	N/A
Kyaw Myo Oo	Stop & Shop #0558	454 Forth Salonga RdNorthport NY 11768	N/A
Kyaw Myo Oo	Stop & Shop #2583	60 Wall StHuntington NY 11743-2065	N/A
Moe Wai Yan Tun	Stop & Shop #2553	400 Union BlvdWest Islip NY 11795	N/A
Moe Wai Yan Tun	Stop & Shop #0557	421 Commack RdDeer Park NY 11729	N/A
Moe Wai Yan Tun	Stop & Shop #0561	2650 Sunrise HwyEast Islip NY 11730-1000	N/A
Moe Wai Yan Tun	Stop & Shop #0563	5701 Sunrise HwyHolbrook NY 11741-4801	N/A
Moe Wai Yan Tun	Stop & Shop #0544	449 Portion RdRonkonkoma NY 11779-4579	N/A
Moe Wai Yan Tun	Stop & Shop #0526	3126 Jericho TpkeEast Northport NY 11731-6241	N/A
Mya Thandar Oo	Stop & Shop #2571	101 Market Street EastNanuet NY 10954	N/A
Mya Thandar Oo	Stop & Shop #2545	1 Stevens WayOrangeburg NY 10962-2231	N/A
Mya Thandar Oo	Stop & Shop #0596	180 N Main StNew City NY 10956-3716	N/A
Myo Aindra Maw	Mt. Sinai Roosevelt Hospital - Cafe 58	1000 10TH AveNew York NY 10019-1147	212-523-4000
Myo Aindra Maw	Mt. Sinai Roosevelt Hospital - ATG	1000 10TH AveNew York NY 10019-1147	212-523-4000
Myo Aindra Maw	Mt. Sinai Roosevelt Hospital - Sushi	1000 10TH AveNew York NY 10019-1147	212-523-4000
Myo Zay Htet	Adams Fairacre Farms	160 Old Post RoadWappinger Falls NY 12590	845-632-9955
Nangraw Sarahaung Nding	Healthy Living Mkt NY 3065	3065 NY Rt. 50Saratoga Springs NY 12866	N/A

Nangraw Sarahaung Nding	The Fresh Market #172	52 Marion AvenueSaratoga Springs NY 12866	N/A
Naw Naw	State University of New York at New Paltz - The Roost	1 Hawk DrNew Paltz NY 12561	N/A
Naw Naw	State University of New York at New Paltz - The Student Union	1 Hawk DrNew Paltz NY 12561	
Naw Naw	Stop & Shop #0581	2754 Hylan BlvdStaten Island NY 10306-4658	N/A
Naw Naw Labau	Stop & Shop #2594	1720 Eastchester RdBronx NY 10461	N/A
Naw Naw Labau	Stop & Shop #0522	111 Vredenburgh AveYonkers NY 10704-2167	N/A
No Name Given Saunam	Stop & Shop #0591	1326 Boston Post RdLarchmont NY 10538-3905	N/A
No Name Given Saunam	Stop & Shop #0529	2425 Palmer AveNew Rochelle NY 10801-4400	N/A
No Name Given Saunam	Stop & Shop #0502	25 Waterfront PlPort Chester NY 10573-6001	N/A
No Name Given Saunam	Stop & Shop #2505	999 Montauk HwyShirley NY 11967-2130	N/A
No Name Given Saunam	Stop & Shop #0562	2350 N Ocean AveFarmingville NY 11738-2909	N/A
No Name Given Saunam	Stop & Shop #0583	700 Patchogue Yaphank RdMedford NY 11763-2206	N/A
Panda Sushi INC.	Stop & Shop #2570	253-01 Rockaway BlvdWoodmere NY 11598	N/A
Panda Sushi INC.	Stop & Shop #2582	85 E Park AvenueLong Beach NY 11561	N/A
Panda Sushi INC.	Stop & Shop #2577	905 Atlantic AveBaldwin NY 11510-4240	N/A
Panda Sushi INC.	Stop & Shop #2555	2160 Merrick MallMerrick NY 11566-3626	N/A
P-Wan Inc.	Binghamton University - Mein Bowl	4400 Vestal Pkwy EBinghamton NY 13902-4400	607-777-2000
Sai Maung Oo	Stop & Shop #2580	21315 26th AveBayside NY 11360-1945	N/A
Sai Maung Oo	Stop & Shop #0539	8989 Union TpkeGlendale NY 11385-8010	N/A
Sai Maung Oo	Stop & Shop #0509	7417 Grand AveElmhurst NY 11373-4168	N/A
Sai Maung Oo	Stop & Shop #2587	3106 Farrington StFlushing NY 11354-1906	N/A
Sawsanda Nwe	Upstate Medical University - UHCC	90 Presidential PlzSyracuse NY 13202-2240	315-464-4303
Sawsanda Nwe	Upstate Medical University - 550 Building	550 Harrison StSyracuse NY 13202-3188	315-464-4303
Sawsanda Nwe	Upstate Medical University - Campus Activities Building	155 Elizabeth Blackwell StSyracuse NY 13210-2341	315-464-4303
Sawsanda Nwe	Upstate Medical University - Weiskotten Hall	766 Irving AveSyracuse NY 13210-1630	N/A
Sawsanda Nwe	Upstate Medical University - Cafe 750	750 E Adams StSyracuse NY 13210-2306	315-464-4303

Sawsanda Nwe	Upstate Medical University - Community Campus	4900 Broad RdSyracuse NY 13215-2265	N/A
Shui Jing Yang	Stop & Shop #0541	95 Old Country RdCarle Place NY 11514-1800	N/A
Shui Jing Yang	Stop & Shop #2552	50 Cherry Valley AveWest Hempstead NY 11552-1351	N/A
SL & PP, LLC	Stop & Shop #0597	2540 South RdPoughkeepsie NY 12601-5468	N/A
SL & PP, LLC	Stop & Shop #0540	59 Burnett BlvdPoughkeepsie NY 12603-6446	N/A
SL & PP, LLC	Stop & Shop #0567	3999 Albany Post RdHyde Park NY 12538-1947	N/A
Stacy Khinesu Oo	Stop & Shop #0530	390 BroadwayDobbs Ferry NY 10522-1726	N/A
Stacy Khinesu Oo	Stop & Shop #0599	610 White Plains RdTarrytown NY 10591-5104	N/A
Stacy Khinesu Oo	Stop & Shop #2502	246 S Highland AveOssining NY 10562-6115	N/A
Sushi at Orchard Fresh	Tops 108	3201 Southwestern BlvdOrchard Park NY 14127	716-677-2569
Sushi By Mandy Inc	Stop & Shop #0511	8101 Jericho TpkeWoodbury NY 11797-1234	N/A
Sushi By Mandy Inc	Stop & Shop #0569	275 Pine Hollow RdOyster Bay NY 11771-4707	N/A
Sushi By Mandy Inc	Stop & Shop #0559	530 W Old Country RdHicksville NY 11801-4112	N/A
Sushi By Mandy Inc	Stop & Shop #0545	55 Motor AveFarmingdale NY 11735-4040	N/A
Sushi By Mandy Inc	Stop & Shop #0546	65 Shore RdPort Washington NY 11050-2227	N/A
Sushi By Mandy Inc	Stop & Shop #0555	3750 Hempstead TpkeLevittown NY 11756-1416	N/A
Sushi By Mandy Inc	Stop & Shop #0564	575 W Montauk HwyWest Babylon NY 11704-8308	N/A
Sushi By Mandy Inc	Stop & Shop #0543	88 Golding AveWest Babylon NY 11704-6203	N/A
Sushi By Mandy Inc	Stop & Shop #0550	351 Merrick RdAmityville NY 11701-3447	N/A
Sushi U Corp.	RIT - Beanz	139 Lomb Memorial DrRochester NY 14623-5640	N/A
Sushi U Corp.	RIT - Bytes	139 Lomb Memorial DrRochester NY 14623-5640	N/A
Sushi U Corp.	RIT - Cafe & Market Crossroad	400 Reynolds DrRochester NY 14623-5640	585-475-2411
Sushi U Corp.	RIT - Ctrl Alt Deli	39 Lomb Memorial Drive Deliver to Golisano Bldg. #70Rochester NY 14623	N/A
Sushi U Corp.	RIT - Global Village Market	6000 Reynolds DrRochester NY 14623-5640	585-475-2411
Sushi U Corp.	RIT - Gracies	400 Reynolds DrRochester NY 14623-5640	585-475-2411
Sushi U Corp.	RIT - Ritz Sports Zone	400 Reynolds DrRochester NY 14623-5640	585-475-2411
Sushi U Corp.	RIT - Sols Underground	400 Reynolds DrRochester NY	585-475-2411

		14623-5640	
Sushi U Corp.	RIT - The Commons	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
Tun Than Khaing	SUNY Cortland	15 Neubig Road Cortland NY 13045	607-753-2424
Tun Tun Latt	Stop & Shop #0566	70-20 Rockaway Beach Blvd Arverne NY 11692	
Tun Tun Latt	Stop & Shop #2579	112-15 Beach Channel Dr Rockaway Park NY 11694	N/A
Van Nei Thang	Stop & Shop #0574	158 Route 25A Setauket NY 11733-2849	N/A
Van Nei Thang	Stop & Shop #2520	245 NY-25A Rocky Point NY 11778	N/A
Van Nei Thang	Stop & Shop #0554	385 NY-25A Miller Place NY 11764	N/A
Van Nei Thang	Stop & Shop #0553	260 Pond Path South Setauket NY 11720-2006	N/A
William T K K H Pannhlaing	Tops 522	2300 North Triphammer Road Ithaca NY 14850	607-257-4952
Zaw Tawng	Stop & Shop #0505	1710 Avenue Y Brooklyn NY 11235-3534	N/A
Cing San Dim	Meijer #104	1661 Hilliard Rome Rd Columbus OH 43228-9485	586-598-0600
Cing San Dim	Meijer #181	100 Polaris Pkwy Westerville OH 43081	N/A
Dawt Kam	Meijer #147	7420 Tylersville Rd West Chester OH 45069	217-353-4000
Fang Ye Sushi Inc.	Meijer #309	9200 Mentor Ave Mentor OH 44060-6479	N/A
Fang Ye Sushi Inc.	Meijer #321	7701 Broadview Rd Seven Hills OH 44131	N/A
Haifeng Sushi Inc.	Cleveland State University - Law Link	2300 Euclid Ave Cleveland OH 44115	216-802-3131
Haifeng Sushi Inc.	Meijer #318	5350 Leavitt Rd Lorain OH 44053-2158	N/A
Haifeng Sushi Inc.	Meijer #308	1810 Nagel Rd Avon OH 44011-1442	N/A
Haifeng Sushi Inc.	Cleveland State University - Fenn Tower	1983 E 24th St Cleveland OH 44115	216-687-5196
Haifeng Sushi Inc.	Cleveland State University - Outtakes	2121 Euclid Ave Cleveland OH 44115-2214	216-687-2000
Haifeng Sushi Inc.	Cleveland State University - Student Center Sushi	2121 Euclid Ave Cleveland OH 44115-2214	216-687-2000
Ja La Maran	Univ of Dayton	300 College Park Drive Dayton OH 45469	937-229-2552
Kaung Htet LLC	Veterans Canteen Service #552	4100 West 3rd St Dayton OH 45428	937-267-3936
Kim Do Thang	Meijer #058	6175 Sawmill Road Dublin OH 43017	N/A
Kim Do Thang	Meijer #114	5050 N Hamilton Rd Columbus OH 43230-1312	614-855-4900
Kim Do Thang	Meijer #234	2811 London Groveport Rd Grove City OH 43123-9035	614-801-4300
Kyaw Win Hlaing	Meijer #317	247 Tallmadge Rd Kent OH 44240	
Loka Chan	Mustard Seed Market - Highland Square Cafe	867 W Market St Akron OH 44303-1019	330-666-7333

Loka Chan	Mustard Seed Market - Highland Square	867 W Market StAkron OH 44303-1019	330-666-7333
Mehmjanaet Waeng	Earth Fare #605	3939 Everhard Rd NWCanton OH 44709	N/A
Nai Bord	Meijer #111	2153 Marion-Mt Gilead RoadMarion OH 43302	
Nang Kham Noon	Meijer #325	4866 Fulton DriveCanton OH 44718	N/A
Ram Lian	Meijer #320	1400 BOARDMAN CANFIELD RDBoardman OH 44512-4007	N/A
Ram Lian	Youngstown State University - Chop'd & Wrap'd	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ram Lian	Youngstown State University - Christman Dining Commons	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ram Lian	Youngstown State University - Cushwa Cafe	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ram Lian	Youngstown State University - Kilcawley Center Food Court	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ram Lian	Youngstown State University - Maag Cafe	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ram Lian	Youngstown State University - Schwebel Cafe	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ram Lian	Youngstown State University - Tu Taco	1 University PlzYoungstown OH 44555-0001	330-941-3571
Ramtha Thawng LLC	Miles Farmers Market	28560 Miles RdSolon OH 44139	440-248-5222
RJ Sushi Inc.	University Hospitals Ahuja Medical Center	3999 Richmond RdBeachwood OH 44122	N/A
Sai & Sai LLC	Meijer #323	3800 Center RoadBrunswick OH 44212	N/A
Samuel Aung	Veterans Canteen Service #541	10701 East BlvdCleveland OH 44106-1702	216-421-3011
Steven Tha Lian Mang	University Hospitals Cleveland Medical Center	2084 Cornell RdCleveland OH 44106-1716	N/A
Steven Tha Lian Mang	University Hospitals W.O. Walker Building	10524 Euclid AveCleveland OH 44195	N/A
Sui Thang	Meijer #148	888 Eastgate N RoadCincinnati OH 45245	N/A
Sui Thang	Meijer #224	3195 Grier DriveCincinnati OH 45209	N/A
Sung Family LLC	150WCHE Fresh Market	7720 Voice of America Centre DWest Chester OH 45069	513-755-6111
Sung Family LLC	075SYCAM Fresh Market	7888 Montgomery RoadCincinnati OH 45236	513-791-3028
Than Tun Oo	Bowling Green State University - Carillon	806 Ridge StBowling Green OH 43403	N/A
Than Tun Oo	Bowling Green State University - Offenauer	806 Ridge StBowling Green OH 43403	N/A
Than Tun Oo	Bowling Green State University - Kreischer	806 Ridge StBowling Green OH 43403	N/A
Than Tun Oo	Bowling Green State University - Library	806 Ridge StBowling Green OH 43403	N/A

Than Tun Oo	Bowling Green State University - Falcon Nest	806 Ridge StBowling Green OH 43403	N/A
Than Tun Oo	Bowling Green State University - The Union	806 Ridge StBowling Green OH 43403	N/A
Tlangchuan Mawia	079CINC Fresh Market	3088 Madison RoadCincinnati OH 45209	513-533-2600
Treasure Sanboh	The University of Findlay - Mein Bowl	301 Davis StFindlay OH 45840-3681	800-472-9502
Treasure Sanboh	The University of Findlay - Sushi	301 Davis StFindlay OH 45840-3681	800-472-9502
Tsubaki Japanese Food Inc	Mustard Seed Market - Akron Cafe	3885 W Market StAkron OH 44333-2449	330-666-7333
Tsubaki Japanese Food Inc	Mustard Seed Market - Akron	3885 W Market StAkron OH 44333-2449	330-666-7333
Victorious Sushi LLC	Meijer #307	4303 Kent RdStow OH 44224-4330	N/A
Vijay Myo Thant	095TOLED Fresh Market	3315 West Central AvenueToledo OH 43606	419-531-5218
Vijay Myo Thant	Meijer #211	10055 Olde US 20Rossford OH 43460-1729	616-365-6068
Cin Lian Mang	Reasor's #22	11116 S Memorial DrBixby OK 74008-2038	918-970-4900
Cin Lian Pau Gin Do Thang	Glenpool Country Mart	14189 S Elm StGlenpool OK 74033-3538	918-261-9561
Cin Lian Pau Gin Do Thang	Doc's Country Mart - Bixby	15028 S Memorial DrBixby OK 74008-3706	918-261-9561
Cing Deih Lian	Cashsaver- Okmulgee	420 E 8th StOkmulgee OK 74447	N/A
Cing Lam Khawn	Reasor's #14	1100 E Kenosha StBroken Arrow OK 74012-2067	918-251-3817
Cing San Nuam	Reasor's #20	446 S Elm StJenks OK 74037-3704	918-298-6679
Cing Suan Mang	Reasor's #07	7114 S Sheridan RdTulsa OK 74133-2748	918-523-6491
Dal Sawm Sian Maung	Sprouts #807	9601 N 133RD East AveOwasso OK 74055-5681	918-516-6656
Gin Khan Khai	146TLSA Fresh Market	8015 S Yale AvenueTulsa OK 74136	918-477-7838
Jihi Sushi LLC	Oklahoma State University - Adams Market	610 N Monroe StreetStillwater OK 74075	N/A
Jihi Sushi LLC	Oklahoma State University	177 Student UnionStillwater OK 74078	405-744-6116
Jihi Sushi LLC	Oklahoma State University - Cafe Libro	216 Athletic AveStillwater OK 74075	N/A
Jihi Sushi LLC	Oklahoma State University - Twenty Something C-Store	108 Kerr LaneStillwater OK 74078	N/A
Jihi Sushi LLC	Oklahoma State University - Union Express	076 Student UnionStillwater OK 74075	N/A
Kim Lian Piang	Reasor's #02	2001 S Muskogee AveTahlequah OK 74464-5454	918-546-2547
Lian Sian Piang	Sprouts #803	559 W Main StNorman OK 73069-7060	405-217-4601
Mang Cin Khup	Sprouts #805	4123 S Harvard AveTulsa OK 74135-2601	918-858-8850
Mang Sian Tuang	Sprouts #810	909 W 6TH AveStillwater OK	405-571-3153

		74074-4302	
Nang Suan Mung	Sprouts #809	1105 Garth Brooks BlvdYukon OK 73099-4128	405-494-3054
Nangpi Family LLC	Reasor's #25	3975 S Peoria AveTulsa OK 74105	918-747-9672
Nangpi Family LLC	Reasor's #16	1885 S Yale AveTulsa OK 74112- 6223	918-293-2244
Ning Ngaih Lun	Sprouts #806	851 E Hillside DrBroken Arrow OK 74012-2307	918-806-0810
Pau Lian Tuang	Sprouts #812	12100 S Pennsylvania AveOklahoma City OK 73170	N/A
Robert Kim Neu	Reasor's #19	2429 E 15TH StTulsa OK 74104- 4618	918-748-8332
Suan Family LLC	Reasor's #13	11005 E 41st StTulsa OK 74146- 2713	918-610-0610
Suan Family LLC	Reasor's #15	4909 E 41ST StTulsa OK 74135- 6057	918-270-2638
Suan Mun Mang	Reasor's #21	3925 S State Highway 97Sand Springs OK 74063-6670	918-246-7200
Suan Mun Mang	Reasor's #09	11815 E 86TH St NOWasso OK 74055-2536	918-272-2266
Suan Vum Khan	Sprouts #802	24 E 2ND StEdmond OK 73034- 3810	405-341-5727
Thang Khan Tung	Reasor's #18	11550 N 135TH East AveOwasso OK 74055-5739	918-371-6440
Thang Sian Pau	Sprouts #808	12200 N Macarthur BlvdOklahoma City OK 73162-1849	918-516-6656
Thang Sian Pau	Univ of Central Oklahoma	Nigh University CenterEdmond OK 73034	N/A
Thang Suan Gin	University of Oklahoma	1406 ASP AvenueNorman OK 73019	405-325-2650
TUN LEH ZUA VANGH LLC	Sprouts #801	6410 N May AveOklahoma City OK 73116-4820	405-879-9989
Van Dai Tui LLC	Veterans Canteen Service #635	921 North East 13th StOklahoma City OK 73104	405-456-5137
Y&M Sushi LLC	Price Mart	2020 S Main StSapulpa OK 74066	N/A
Zam Khan Thawng	Reasor's #04	1000 W Will Rogers BlvdClaremore OK 74017-5419	918-341-4036
Zam Lian Khup	Jumbo Foods 4950	2311 W. Willow RdEnid OK 73703	580-237-4170
Zen Lun Dim	Sprouts #804	10111 S Memorial DrTulsa OK 74133-7243	918-364-7272
Asan Shikhun	Market of Choice #10 - Franklin - ATG	1960 Franklin BlvdEugene OR 97403-2068	541-687-1188
Asan Shikhun	Market of Choice #10 - Franklin	1960 Franklin BlvdEugene OR 97403-2068	541-687-1188
Aung Thein Win Aung	Market of Choice #01 - Willakenzie	2580 Willakenzie RdEugene OR 97401-4805	541-345-3349
Cherry Mun Ja Marip	Market of Choice #05 - West Linn	5639 Hood StWest Linn OR 97068- 3235	503-594-2901
Dakhum Yin	Market of Choice #06 - Delta Oaks	1060 Green Acres RdEugene OR 97408-6501	541-344-1901
Ginger Sushi, LLC	Portland Int'l Airport - Non- Sushi	7000 NE Airport WayPortland OR 97218-1009	503-460-4234

Ginger Sushi, LLC	Portland Int'l Airport - Sushi	7000 NE Airport Way Portland OR 97218-1009	503-460-4234
Ja Hka	Safeway #1070	1001 SW Highland Dr Gresham OR 97080-6354	503-674-7080
Ja Htang Nu	Safeway #1666	1539 NE Stephens St Roseburg OR 97470-1563	541-957-2540
Kee Mana	Market of Choice #08 ATG	115 NW Sisemore St Bend OR 97701	541-.38-2.58
Kee Mana	Market of Choice #08	115 NW Sisemore St Bend OR 97701	541-382-5828
Masawn Sai	Market of Choice #09 - Willamette	67 W 29TH Ave Eugene OR 97405-3242	541-338-8455
Muan Thang Family LLC	Market of Choice #03 ATG	1090 SE Belmont St Portland OR 97214-2521	503-.23-6.63
Muan Thang Family LLC	Market of Choice #03	1090 SE Belmont St Portland OR 97214-2521	503-.23-6.63
Nanpoe Nhkum	Veterans Canteen Service #648	3710 Sw Us Veterans Hospital Rd Portland OR 97239-2964	503-273-5043
Ohnmar Than	Safeway #0363	700 US-101 Florence OR 97439	541-902-1900
Robert Chang Khum	Market of Choice #02 - Portland	250 NW Lost Springs Ter Portland OR 97229-6402	503-596-3592
Ruth Khanghti	Market of Choice #07 - Corvallis	922 NW Circle Blvd Corvallis OR 97330-1483	541-758-8005
Ting Kang Deesar	Market of Choice #11 - Ashland	1475 Siskiyou Blvd Ashland OR 97520-2336	541-488-2773
Zirampong Thinkang	Southern Oregon University - Southern Grounds	438 Wightman St Ashland OR 97520	N/A
Zirampong Thinkang	Market of Choice #04	1300 Biddle Rd Medford OR 97504	N/A
Zirampong Thinkang	Southern Oregon University - Hawk Dining Hall (The Landing)	438 Wightman St Ashland OR 97520-2356	217-577-3322
Zirampong Thinkang	Southern Oregon University - Stevenson Union	1118 Siskiyou Blvd Ashland OR 97520	217-577-3322
Agatha Maran Lahpai	Giant #253	130 Old York Rd New Cumberland PA 17070-2443	N/A
Ah Ba Seng	Giant #052	993 Wayne Ave Chambersburg PA 17201	N/A
Alex Zatang	Giant #094	471 Oxford Valley Rd Fairless Hills PA 19030	N/A
Alex Zatang	Giant #517	168 N Flowers Mill Rd Langhorne PA 19047-1652	215-741-3360
Antony Thang Hlei Ceu Chawn	The Fresh Market #106	925 Baltimore Pike Glen Mills PA 19342	N/A
Arkar Soe	Giant #091	1760 Dekalb Pike Blue Bell PA 19422-3346	610-277-5941
ATL International Corp.	Giant #484	1605 Lititz Pike Lancaster PA 17601-6507	717-299-0391
Aung Seng	Sprouts #851	2001 Welsh Rd Dresher PA 19025	
Aung Zawlin	Giant #446	4655 Perkiomen Ave Reading PA 19606-3217	610-406-9640
Ba Mai Nhkum	Giant #087	2415 E Market St York PA 17402-2402	717-755-0991

Bawi Cung Nung	Giant #471	86 Glocker WayPottstown PA 19465	N/A
Be Can Baunee	Giant #105	350 Scarlet RdKennett Square PA 19348	N/A
Brang Di Lamung	Giant #331	5301 Simpson Ferry RdMechanicsburg PA 17050-3544	
Bumsumshi LLC	Martin's #559	500 N. Antrim WayGreencastle PA 17225	N/A
Bumsumshi LLC	Giant #525	708 E Main StWaynesboro PA 17268	N/A
Bumsumshi LLC	Giant #267	44 Natural Springs RdGettysburg PA 17325-7502	717-337-0017
Bwe Grace LLC	Giant #448	180 Upland Sq DrStowe PA 19464- 9432	717-545-0489
Chang Sau Ying	Redner's Mkt # 67 Norristown	2850 Audubon Village DrNorristown PA 19403	484-277-2410
Ciin Lian Man	Giant #477	225 Lancaster AveFrazer PA 19355	N/A
Ciin Lian Man	Giant #545	1502 W Chester PikeWest Chester PA 19382-7705	610-241-1867
Cung Lian	Veterans Canteen Service #642	3900 Woodland AvePhiladelphia PA 19104-4551	215-823-5107
Dan Hkawng La	Giant #005	6560 Carlisle PikeMechanicsburg PA 17050-8246	717-796-6555
Dau Hkawng	Giant #310	830 N US 15Dillsburg PA 17019	N/A
Gindai LLC	Giant #289	2104 Van Reed RdWest Lawn PA 19609-1163	610-670-4713
Gindai LLC	Giant #050	2641 Shillington RdReading PA 19608-1757	N/A
Gunhtang LLC	Henning's Market	290 Main StHarleysville PA 19438- 2416	215-256-9533
Hla Myat Swar	Veterans Canteen Service #646	1 University Drive CPittsburgh PA 15240-1000	412-688-6580
Hla Myat Swar	Veterans Canteen Service #346	1010 Delafield RdPittsburgh PA 15106	N/A
Hting Nan Mung Ra	Giant #265	1201 Knapp RdNorth Wales PA 19454-1831	215-661-1025
Hting Nan Mung Ra	Giant #510	1121 Bethlehem PikeSpring House PA 19477-1102	215-283-4585
Jeejeck LLC	Giant #567	35 Friendly DrQuarryville PA 17566-9804	N/A
Jeejeck LLC	Giant #563	100 Townsedge DrQuarryville PA 17566-1300	N/A
Jeejeck LLC	Giant #029	550 Centerville RdLancaster PA 17601-1306	717-898-3011
Jin Bum LLC	Giant #088	450 E Main StMiddletown PA 17057-2740	717-948-1607
Jin Bum LLC	Giant #279	277 Hershey RdHummelstown PA 17036-9246	717-256-0050
John Lathaw	Swarthmore Co Op	341 Dartmouth AvenueSwarthmore PA 19081	610-543-9805
Joycenu Corp.	Stauffers of Kissel Hill #32	301 Rohrerstown RdLancaster PA 17603-2232	717-397-4717
Kaung Myat LLC	Giant #506 Kosher	50 E. Wynnewood RdWynnewood	610-642-5206

		PA 19096	
Kaung Myat LLC	Giant #506	50 E Wynnewood Rd Ste 1 Wynnewood PA 19096-2013	610-642-5206
Kayin Sushi LLC	Giant #072	255 Northland Ctr State College PA 16803-2903	814-237-1828
Kelvin Cho	Lehigh University - Mein Bowl	29 Trembley Dr Bethlehem PA 18015-3066	610-758-3000
Kelvin Cho	Lehigh University - Sushi	31 Williams Drive Bethlehem PA 18015-3066	610-758-3000
Kelvin Cho	Lehigh - MTO Poke Program at Williams Hall	31 Williams Drive Bethlehem PA 18015	N/A
Khin May Lay	Giant #329	300 E Baltimore Ave Landsdowne PA 19050	N/A
Khin May Lay	Giant #083	539 N Oak Ave Aldan PA 19018	N/A
Khin Phyint Soung	Giant #317	967 S Township Line Rd Royersford PA 19468-1823	610-792-9950
Khun Thein Kyaw	Giant #121	50 Briar Creek Plaza Berwick PA 18603	N/A
Khun Thein Kyaw	Giant #287	1000 Scott Town Ctr Bloomsburg PA 17815-2322	N/A
Khun Thein Kyaw	Giant #332	224 Hardwood Dr Lewisburg PA 17837-5029	570-524-9868
Khup Khan Zam	Giant #278	3400 Concord Rd Aston PA 19014-1933	610-497-5375
Ki Tak Nam	Shop N Save Cranberry	1197 Freedom Road Cranberry PA 16066	724-741-2600
Kim Kim	Giant #065	1360 Columbia Ave Lancaster PA 17603-4700	717-960-1700
Ko Ko Htay	Giant #320	1241 Blakeslee Blvd Dr E Lehighton PA 18235	N/A
Ko Ko Htay	Giant #546	300 S Best Ave Walnutport PA 18088-1242	N/A
Kum Htoi Lasham	133Ches Fresh Market	8208 Germantown Ave Philadelphia PA 19118	215-248-9180
Kyaw Kyaw Lat	Giant #255	801 S 25th St Easton PA 18045-5376	717-240-1500
Kyaw Mang	Giant #524	2121 S Atherton St State College PA 16801-7610	N/A
Kyaw Swa Win	Stauffers of Kissel Hill #61	1050 Lititz Pike Lititz PA 17543-9328	717-627-7654
Kyaw Swa Win	Stauffers of Kissel Hill #71	945 E Main St Mount Joy PA 17552	N/A
Kyi LLC	Giant #314	216 E Fairmount St Coopersburg PA 18036	N/A
Lakoi LLC	Franklin Marshall College - Mein Bowl	600 College Ave Lancaster PA 17603	N/A
Lakoi LLC	Franklin Marshall College - Sushi	600 College Ave Lancaster PA 17603	N/A
Lakoi LLC	Giant #097	1250 Cocoa Ave Hershey PA 17033-1714	717-312-0725
Lal Duh Thang	Giant #304	4211 Union Deposit Rd Harrisburg PA 17111-2802	717-980-0437
Lal Hmangaih Zuala	Giant #541	176 W Street Rd Feasterville Trevose PA 19053-7817	N/A

Lal Ro Zami	Heirloom Market #6552	1002 N 2nd StPhiladelphia PA 19123-1681	N/A
Lal Ro Zami	Heirloom Market #6552 - HAP	1002 N 2nd StPhiladelphia PA 19123-1681	N/A
Lal Thawm Mawia	Giant #486	15102 Kutztown RdKutztown PA 19530	610-683-3689
Lal Thawm Mawia	Giant #457	7150 Hamilton BlvdTrexlerstown PA 18087-9725	610-391-0152
Lalrem Ruatdika	Giant #324	4001 New Falls RdLevittown PA 19056-3016	215-949-1408
Lang En Pau	Giant #573	510 N. Broad St Suite 101Philadelphia PA 19130	N/A
Ling Nigh	Giant #014	1278 S Market StElizabethtown PA 17022-2843	717-367-1943
Ling Nigh	Giant #004	1008 Lititz PikeLititz PA 17543- 9328	717-625-0303
Lin's Sushi LLC	Giant #054	455 Eisenhower DrHanover PA 17331	N/A
Lin's Sushi LLC	Giant #461	801 Baltimore StHanover PA 17331	N/A
Lum Gyung	Giant #422	4320 5TH Street HwyTemple PA 19560-1740	267-885-0920
Lum Gyung	Giant #548	106 Willow Valley SqLancaster PA 17602-4855	N/A
M & K Tharboe LLC	Giant #463	173 Holly RdGilbertsville PA 19525-9367	610-473-3200
M M Khaing Inc.	Giant #043	1880 Leithsville RdHellertown PA 18055-2505	610-838-7700
Mar Lar Soe	138PITT Fresh Market	1551 Washington RoadMount Lebanon PA 15228	412-831-5601
Marcus Chit Kyi	Martin's #292	200 E Chestnut AveAltoona PA 16601-5204	N/A
Marcus Chit Kyi	Giant #574	2699 Benner PikeBellefonte PA 16823	N/A
Mi Mah Sein	Giant #335	2651 MacArthur RdWhitehall PA 18052	N/A
Mi Mah Sein	Giant #074	3015 W Emaus AveAllentown PA 18103-7107	814-237-1828
Michael Zau Graceland	WellSpan Good Samaritan Hospital	252 S 4th StLebanon PA 17042	N/A
Michael Zau Graceland	Giant #098	481 W Penn AveCleona PA 17042- 3140	N/A
Michael Zau Graceland	Giant #266	835 Bowman StLebanon PA 17046- 8432	N/A
Mun Lian Sang	Giant #051	141 E Swedesford RdExton PA 19341-2334	610-594-0847
Mung Hau Pau	Giant #522	1874 Bethlehem PikeFlourtown PA 19031-1504	215-836-4300
Mung Hau Pau	Giant #011	2450 Chemical RdPlymouth Meeting PA 19462-1727	610-941-5448
Mung Ra	Giant #079	275 Pauline DrYork PA 17402- 4639	717-741-5332
Mung San Li Lahpai	Giant #112	255 S Spring Garden StCarlisle PA 17013-2565	717-249-2323

Mung San Li Lahpai	Giant #529	4510 Marketplace Way Enola PA 17025-2458	717-728-2819
Mung Tung Thang	Giant #516	830 E Baltimore Pike Kennett Square PA 19348-1842	610-444-7020
Nay Min	Giant #123	2918 Easton Ave Bethlehem PA 18017	
Nay Myo	Giant #519	4275 County Line Rd Chalfont PA 18914-2212	215-997-2883
No Name Given Khantisara	Giant #103	833 W Trenton Ave Morrisville PA 19067	N/A
No Name Given Khantisara	Giant #062	700 Stony Hill Rd Yardley PA 19067-5575	215-493-3540
No Name Given Khantisara	Giant #480	3 Doublewoods Rd Langhorne PA 19047-1078	215-968-0676
Nue Nue	Giant #569	801 Market St Philadelphia PA 19107	N/A
Nue Nue	Giant #569 - HAP	801 Market St Philadelphia PA 19107	N/A
Nyi Nyi Aung	Giant #504	300 Lincoln Ave East Stroudsburg PA 18301-2815	N/A
Nyi Zaw Doe	Giant #509	737 Huntingdon Pike Huntingdon Valley PA 19006-8362	215-379-5169
Patrick James Abraham	Martin's #308	1570 Oakland Ave Indiana PA 15701	N/A
Pho Ghaw	Giant #333	901 S West End Blvd Quakertown PA 18951	N/A
Pho Ghaw	Giant #445	1540 Cowpath Rd Hatfield PA 19440-3182	215-361-4190
Pho Ghaw	Giant #472	611 Main St Harleysville PA 19438	N/A
Pho Ghaw	Giant #476	1465 W Broad St Quakertown PA 18951	N/A
PuiPui LLC	Heirloom Market #6553	2303 Bainbridge Street Philadelphia PA 19146	N/A
Rang Lawn	Giant #291	698 Downingtown Pike West Chester PA 19380-2226	610-430-7150
Sai Kham Pang	Giant #045	849 W Baltimore Pike West Grove PA 19390-9189	610-345-0183
Samiza Sumlut	Giant #564	6301 Grayson Rd Harrisburg PA 17111	N/A
San Kyaw Htun	Giant #023	700 Nutt Rd Phoenixville PA 19460-3344	610-917-9086
Sandy Khine Services, LLC	Moravian College	1125 Monocacy St Bethlehem PA 18018	610-861-1496
Sat Nyi Sett	Giant #571	1025 2nd Street Pike Richboro PA 18954	N/A
Saw Garlett Moo	Giant #301	3477 Lincoln Hwy Thorndale PA 19372-1014	610-383-5460
Saw Kyaw Lin	Giant #505	1375 E Boot Rd West Chester PA 19380-5934	610-344-3050
Saw Maran Tan	Giant #518	2350 Susquehanna Rd Roslyn PA 19001-4211	215-881-2100
Saw Thein Maran	Giant #294	1255 Carlisle Rd York PA 17404-4933	717-718-1884

Soe Soe Steven	Giant #511	950 Baltimore PikeSpringfield PA 19064-2855	610-604-1570
Su Ei Phyo	Martin's #288	221 Glimcher DrDuncansville PA 16635	N/A
Su Ei Phyo	Martin's #325	22 Hoover AveDubois PA 15801	
Su Ei Phyo	Martin's #466	1000 Logan Blvd #108Altoona PA 16602	N/A
Suan Lam Pau	Giant #116	1393 Dilworthtown XingWest Chester PA 19382-8267	610-431-2351
Sushi Life LLC	Giant #277	7673 Lake RaystownHuntingdon PA 16652	N/A
Sut Jat Aung LLC	Giant #269	3301 Trindle RdCamp Hill PA 17011-4413	717-724-1170
Tangki Mahaw	Giant #662	1149 Harrisburg PikeCarlisle PA 17013-1607	888-814-4268
Tangki Mahaw	Giant #120	255 Cumberland PkwyMechanicsburg PA 17055- 5677	717-591-0979
Tartee LLC	Giant #006	136 Kline VillageHarrisburg PA 17104	N/A
Tartee LLC	Giant #539	5005 Jonestown RdHarrisburg PA 17112-2922	717-545-3752
Teresa H Lasap	Giant #447	2300 Linglestown RdHarrisburg PA 17110-9534	717-545-0489
Than Naing	Giant #061	397 Baltimore RdShippensburg PA 17257-9567	717-532-7515
Than Naing	Giant #443	925 Norland AveChambersburg PA 17201-4204	610-449-1161
Thang Kim Mung	Giant #565	1750 Quentin RdLebanon PA 17042-7434	717-272-5584
Theint Theint Thu	Giant #473	200 Town CenterNew Britain PA 18901	N/A
Theint Theint Thu	Giant #547	1661 Easton RdWarrington PA 18976-1200	N/A
Theint Theint Thu	Giant #095	466 2ND Street PikeSouthampton PA 18966-3803	215-357-5324
Thla Bawi	Sprouts #850	1000 S Broad StPhiladelphia PA 19146-2248	N/A
Thu Yein Tun Tun	Giant #271	14635 Mount Airy RdShrewsbury PA 17361-1433	717-227-9420
Tim Linn	The Fresh Market #081	3060 Center Valley ParkwayCenter Valley PA 18034	N/A
Tluang Cung	Giant #306	2130 Palomino RdDover PA 17315- 3669	717-292-3043
Tommy Tun	Giant #093	837 Male RdWind Gap PA 18091	N/A
Tommy Tun	Giant #455	3560 Route 611Bartonsville PA 18321-9451	570-421-1797
Tommy Tun	Giant #321	859 Nazareth PikeNazareth PA 18064-9005	610-759-7213
Tun Wai	Giant #562	7300 Bustleton AvePhiladelphia PA 19152	N/A
Tun Wai	Giant #561 HAP	60 N 23rd StPhiladelphia PA 19103	N/A
Tun Wai	Giant #561 Sushi	60 N 23rd StPhiladelphia PA 19103	N/A

Van Lal Awi	Giant #243	3070 W Tilghman StAllentown PA 18104-4208	N/A
Van Lal Awi	Giant #313	2174 West Union BlvdBethlehem PA 18018	N/A
Wah Wah LLC	Giant #018	760 Route 113Souderton PA 18964- 1004	215-703-0580
Wah Wah LLC	Giant #474	14635 Mount Airy RdShrewsbury PA 17361-1433	215-257-8200
Win Kyaw Than	Giant #570	1403 S Christopher Columbus BlvdPhiladelphia PA 19147	N/A
Win Myint Moe	Giant #284	1824 E Ridge PikeRoyersford PA 19468-2884	610-831-5450
Win Myint Moe	Giant #478	168 Eagleview BlvdExton PA 19341-3012	610-363-0799
Ya Li Na Naw	Giant #485	789 E Main StMount Joy PA 17552-9510	717-653-0396
Ya Li Na Naw	Giant #566	3985 Columbia AveColumbia PA 17512	N/A
Ye Kyaw Aung	Giant #089	314 Horsham RdHorsham PA 19044	N/A
Ye Kyaw Aung	Giant #427	315 York RdWillow Grove PA 19090	N/A
Ye Kyaw Aung	Giant #257	720 Street RdWarminster PA 18974	215-674-4607
Yi Mon Oo	Giant #468	2550 Grant AvePhiladelphia PA 19114-2227	215-464-8280
Yi Mon Oo	Giant #046	2721 Street RdBensalem PA 19020- 2810	215-604-9924
Ying Tsu	Giant #449	205 Glen DrManchester PA 17345- 1335	717-545-0489
Zahkung Family LLC	Giant #475	5858 Easton RdPlumsteadville PA 18902	215-766-8665
Zahkung Family LLC	Giant #572	4377 West Swamp RdDoylestown PA 18902	N/A
Zai Wa LLC	Giant #273	600 E Lancaster AveReading PA 19607-1378	610-775-5015
ZarZo Lian	Heirloom Market #6551	3401 Chestnut StPhiladelphia PA 19104-3341	
Zau Mun Aung Marip	Giant #542	950 Walnut Bottom RdCarlisle PA 17015-7636	717-728-2819
Zaw Lum N-Pawt Marip	The Fresh Market #108	100 Welsh Road, Unit DHorsham PA 19044	N/A
Zaw Min That Kaew	Giant #464	721 W Sproul RdSpringfield PA 19064-1215	610-328-0029
Zaw Nyunt Hlaing	Giant #481	10 E Ridge PikeConshohocken PA 19428-2117	610-940-2231
Zin Nine LLC	Giant #526	4855 West Chester PikeNewtown Square PA 19073	N/A
Zin Nine LLC	Giant #523	2180 W Chester PikeBroomall PA 19008	610-355-7717
Zin Nine LLC	Giant #534	4930 Edgmont AveBrookhaven PA 19015-1201	610-876-6445
Zin Nine LLC	Giant #512	310 S Henderson RdKing of Prussia PA 19406-2408	610-265-1870

Zin Nine LLC	Giant #507	550 E Lancaster Ave Saint Davids PA 19087-5044	610-989-0781
Zin Nine LLC	Giant #442	116 W Township Line Rd Havertown PA 19083-5235	610-449-1161
Zin Nine LLC	Giant #084	2670 Egypt Rd Norristown PA 19403-2302	
Zo Khan Mang	Redner's Mkt # 77 Wyomissing	1149 Berkshire Blvd Wyomissing PA 19610	610-914-6100
Zungyaw Mangshang	Giant #501	850 E Main St Ephrata PA 17522-2562	717-733-6334
Zupra, LLC	Giant #300	3175 Cape Horn Rd Red Lion PA 17356-8806	717-246-7478
Adrian Kyawswa Soe	Stop & Shop #0724	1128 Mineral Spring Ave North Providence RI 2908	N/A
Adrian Kyawswa Soe	Eastside Marketplace #2706	165 Pitman St Providence RI 02906-5112	N/A
Daniel Brang Labang	Stop & Shop #0718	91 Point Judith Rd Narragansett RI 02882-3468	N/A
Maung Maung San	Stop & Shop #0705	446 Putnam Pike Greenville RI 2828	N/A
Maung Maung San	Stop & Shop #0707	200 Atwood Ave Cranston RI 02920-4053	N/A
Maung Maung San	Stop & Shop #0723	605 Metacom Ave Bristol RI 2809	N/A
Min Nyein Naing	Rhode Island School of Design	30 North Main Street Providence RI 2903	401-454-6781
Ruth Lal Hma Chhuani	Stop & Shop #0709	300 Quaker Ln Warwick RI 02886-0159	N/A
Ruth Lal Hma Chhuani	Stop & Shop #0739	575 Greenwich Ave Warwick RI 02886-1814	N/A
Thet Lwin	Stop & Shop #2702	275 Warwick Ave Cranston RI 02905-2515	N/A
Thet Lwin	Stop & Shop #0710	368 Cottage St # 398 Pawtucket RI 02861-1604	N/A
Thet Lwin	Stop & Shop #0725	333 W River St Providence RI 02904-2610	N/A
Yuyu Sint Aung	Bryant University - Bulldog Bytes Cafe	1150 Douglas Pike Smithfield RI 02917-1291	N/A
Yuyu Sint Aung	Bryant University - Gulski Dining	1150 Douglas Pike Smithfield RI 02917-1291	N/A
Yuyu Sint Aung	Bryant University - Nicks	1150 Douglas Pike Smithfield RI 2917	N/A
Yuyu Sint Aung	Bryant University - Rotunda Cafe	1150 Douglas Pike Smithfield RI 02917-1291	401-232-6866
Yuyu Sint Aung	Bryant University - Scoops	1150 Douglas Pike Smithfield RI 02917-1291	N/A
Yuyu Sint Aung	Stop & Shop #0721	595 Smithfield Rd North Smithfield RI 2896	N/A
Ben Lalsawm Lian	Lowe's Food #275	3619 Pelham Rd Greenville SC 29615	N/A
Ben Lalsawm Lian	Lowe's Food #263	850 E Suber Rd Greer SC 29650-4680	864-848-9666
Biak Hnem Kim	Earth Fare #240	3620 Pelham Rd Greenville SC 29615	N/A
Biak Tluang	Bon Secours - St. Francis	1 St. Francis Drive Greenville SC	N/A

	Hospital	29601	
Biak Tluang	Bon Secours St. Francis Hospital East Side	#N/A	N/A
Biak Tluang	Bon Secours St. Francis Hospital Greenville – Wholesale	1 St. Francis Drive Greenville SC 29601	N/A
Cung Te	Veterans Canteen Service #534 - Patriot Brew	109 Bee Street Charleston SC 29401	843-577-5011
Cung Te	Veterans Canteen Service #534	109 Bee Street Charleston SC 29401	843-577-5011
Dah Mu	University of South Carolina Columbia - Hampton Street	#N/A	N/A
Dah Mu	University of South Carolina Columbia - Law School	#N/A	N/A
Dah Mu	University of South Carolina Columbia - Chem POD	1400 Greene St Columbia SC 29208	803-777-1708
Dah Mu	University of South Carolina Columbia - Wired	#N/A	N/A
Dah Mu	University of South Carolina Columbia - YOUnion	1000 Whaley St Columbia SC 29201	803-777-1708
Dah Mu	University of South Carolina Columbia - Park Place	506 Hunger St Columbia SC 29201	803-777-1708
Dah Mu	University of South Carolina Columbia - Colloquium	817 Henderson St Columbia SC 29208	803-777-1708
Dah Mu	University of South Carolina Columbia - Global	1705 College St Columbia SC 29208	803-777-1708
Dah Mu	University of South Carolina Columbia - Creamery	#N/A	N/A
Dah Mu	University of South Carolina Columbia - Gamecock General RH	1400 Greene St Columbia SC 29208	803-777-1708
Dah Mu	University of South Carolina Columbia - Sushi	1400 Greene St Columbia SC 29225-4002	803-777-1708
Dah Mu	University of South Carolina Columbia - Horseshoe Deli	1620 College Street Columbia SC 29201	N/A
Dah Mu	University of South Carolina Columbia - Market 101	606 Sumter Street Columbia SC 29201	N/A
Ehloe Daniel Htoo	Lowe's Food #277	1419 Chapin Rd Chapin SC 29036	N/A
Fnu Rachely	Earth Fare #220	3312B Devine St Columbia SC 29205	N/A
Hau Sian Cing	Lowe's Food #265	2110 Highway 41 Mount Pleasant SC 29466-6201	N/A
Hla Myo Swe	Lowe's Food #279	1000 Tanner Ford Blvd Hanahan SC 29410	N/A
Hla Myo Swe	Earth Fare #205	1101 N Main St Summerville SC 29483	N/A
Hla Myo Swe	Lowe's Food #270	10048 Dorchester Rd Summerville SC 29485-8556	843-285-8967
Hla Myo Swe	Lowe's Food #278	3125 Bees Ferry Rd Charleston SC 29414	N/A
Hung Phway	Earth Fare #200	74 Folly Rd Blvd Charleston SC 29407	N/A
K T Hlawn	136AKN Fresh Market	1400 Whiskey Road Aiken SC	803-649-7600

		29803	
Konnichiwa, LLC	McLeod Regional Medical Center	555 E Cheves StFlorence SC 29506	N/A
Lal Cung Mang	Sprouts #563	2200 Woodruff RdSimpsonville SC 29681-5438	N/A
Lal Cung Mang	University of South Carolina Upstate - Health Education Complex	300 N Campus BlvdSpartanburg SC 29303	
Lal Cung Mang	University of South Carolina Upstate - Library	150 Gramling DriveSpartanburg SC 29303	N/A
Lal Cung Mang	University of South Carolina Upstate - Science Building	160 Gramling Drive (Horace C. Smith Building)Spartanburg SC 29303	N/A
Lal Lian Cung	Earth Fare #257	2351 Len Patterson RdFort Mill SC 29708	N/A
Lanung Sinwa Awng	231NCOLUM Fresh Market	10286 Two Notch RdColumbia SC 29229	N/A
Nay Hlaing Oo	180MYRT Fresh Market	7747 North Kings HighwayMyrtle Beach SC 29572	843-945-4652
Ngaih Sa Vung	006GVL Fresh Market	27 South Pleasantburg Drive SuGreenville SC 29607	864-242-9616
Ngun Tin Tial	Lowe's Food #272	4711 Forest DrColumbia SC 29206-3125	N/A
Patricia Mar Myint	107PAW Fresh Market	11421 A Ocean HighwayPawley's Island SC 29585	843-235-3467
Pele Phyu	Winthrop University - Mein Bowl	2020 Alumni DrRock Hill SC 29733-0001	803-323-2211
Pele Phyu	Winthrop University - Sushi	2020 Alumni DrRock Hill SC 29733-0001	463-230-4534
Philip Lia Si	048HH Fresh Market	890 William Hilton Pkwy 110Hilton Head SC 29928	843-842-8332
Phyo Kyaw Kyaw	Veterans Canteen Service #544	6439 Garners Ferry RdColumbia SC 29209-1638	803-776-4000
Reu Ben	Lowe's Food #276	120 Forum DrColumbia SC 29229	
Samuel Kah	Lowe's Food #267	5222 Sunset BlvdLexington SC 29072-9259	803-785-5590
Suu Myat LLC	014SPA Fresh Market	1200 East Main StreetSpartanburg SC 29307	864-573-6527
Suu Myat LLC	Wofford College	429 N Chruch StreetSpartanburg SC 29303	864-597-4000
Tha Nei Kung	Earth Fare #250	725 Cherry RdRock Hill SC 29732	N/A
Thian Run Dong Thluai	Greenville Memorial Hospital- Prisma Health	701 Grove RdGreenville SC 29605	N/A
Tluang Lian Ceu	S. Carolina State University - Mein Bowl	300 College AveOrangeburg SC 29115-4427	803-536-7000
Tluang Lian Ceu	S. Carolina State University - Sushi	300 College AveOrangeburg SC 29115-4427	803-536-7000
Tum Bik	Lowe's Food #268	2440 Augusta HwyLexington SC 29072-2238	803-785-6510
Van Rem Cang	Lowe's Food #264	2815 Woodruff RdSimpsonville SC 29681-8423	864-234-6842
Win Myint	Furman University	3300 Poinsett HighwayGreenville SC 29613	864-294-2135

Zaw Tun Han	211MLDN Fresh Market	1601 Woodruff Road Unit EGreenville SC 29607	864-987-0994
Sui Tin Tial	South Dakota State University - Mein Bowl	1451 Stadium RoadBrookins SD 57007	N/A
Sui Tin Tial	South Dakota State University - Sushi	1451 Stadium RoadBrookins SD 57007	N/A
Ram Ceu Thang	011KNX Fresh Market	4475 Kingston PikeKnoxville TN 37919	865-584-8699
Christine Run Hoang	039GTWN Fresh Market	9375 Poplar AvenueGermantown TN 38138	901-737-5759
Job Lian	021FAR Fresh Market	11535 Kingston PikeFarragut TN 37934	865-671-3377
BUNGSHI INC	022CHAT Fresh Market	2288 Gunbarrel Road Suite 124Chattanooga TN 37421	423-499-4223
Seng Pan Lu	041MEM Fresh Market	835 S White Station RoadMemphis TN 38117	901-682-3434
Sai Sushi Restaurant Inc	058BRNT Fresh Market	235 Franklin RoadBrentwood TN 37027	615-373-9402
Simon & Maria LLC	132JCITY Fresh Market	421 N State of Franklin RoadJohnson City TN 37604	432-232-1555
Seng Pan Lu	194MEMID Fresh Market	2145 Union Ave Ste 110Memphis TN 38104	901-726-5263
Dim Biak Lun	Belmont University - CS Sushi	1501 Wedgewood AveNashville TN 37212-3758	615-460-6000
Dim Biak Lun	Belmont University - Sushi	1501 Wedgewood AveNashville TN 37212-3758	615-460-6000
Dim Biak Lun	Belmont University - WB Sushi	1501 Wedgewood AveNashville TN 37212-3758	615-460-6000
Khaing Kyaw Thu	East Tennessee State University - Mein Bowl	1276 Gilbreath DrJohnson City TN 37614-6503	N/A
Khaing Kyaw Thu	East Tennessee State University - Sushi	1276 Gilbreath DrJohnson City TN 37614-6503	N/A
En Khan Kam	Sprouts #578	9050 Highway 64Lakeland TN 38002-9711	901-259-7020
Lang Khen Cin	Sprouts #579	3150 Village Shops DrGermantown TN 38138-7918	901-259-7020
Thang C Mung LLC	Sprouts #580	1010 Murfreesboro RdFranklin TN 37064-3000	615-567-0191
Pau Kap	Sprouts #581	143 Wendelwood DrMurfreesboro TN 37129-3174	615-486-6081
Tun Sian Muang	Sprouts #582	7620 Highway 70 SNashville TN 37221-1705	615-209-7940
Htin Kyaw Zin	Sprouts #583	576 S Perkins RdMemphis TN 38117-4406	901-620-4405
Sung Chin	Methodist University Hospital	1265 Union Ave.Memphis TN 38104	N/A
Jahpa Lu N Gan	St. Jude Childrens Hospital	262 Danny Thomas PlaceMemphis TN 38105	N/A
Sai Sushi Restaurant Inc	Turnip Truck - Charlotte D	5001 Charlotte AveNashville TN 37209	615-678-7918
Thu Yein Soe	Baptist Hospital East	6019 Walnut Grove RdMemphis TN 38120	N/A
Sai Sushi Restaurant Inc	Turnip Truck - Natural Mkt D	701 Woodland StNashville TN 37206	615-650-3600

Sai Sushi Restaurant Inc	Turnip Truck - Urban Fare	321 12th Ave SouthNashville TN 37203	615-248-2000
Dong Za Khai	University of Tennessee at Martin - Mein Bowl	133 Boiling University CenterMartin TN 38238-0001	731-881-7000
Dong Za Khai	University of Tennessee at Martin - Sushi	133 Boiling University CenterMartin TN 38238-0001	731-881-7000
Thawng Lian	University of Tennessee Medical Center - Glenview Cafeteria	1924 Alcoa HwyKnoxville TN 37920-1511	N/A
Thawng Lian	University of Tennessee Medical Center - Outtakes Cancer Center	1924 Alcoa HwyKnoxville TN 37920-1511	N/A
Thawng Lian	University of Tennessee Medical Center - The Grind	1924 Alcoa HwyKnoxville TN 37920-1511	N/A
Psalm23 Inc	Vanderbilt Hospital - Children's Hospital	2200 Children's WayNashville TN 37232-0028	615-343-2342
Psalm23 Inc	Vanderbilt Hospital - Medical Center North Starbucks	1211 Medical Center DrNashville TN 37232-0028	615-343-2342
Sung Chin	Veterans Canteen Service #614	1030 Jefferson AveMemphis TN 38104	901-577-7495
Psalm23 Inc	Vanderbilt Hospital - Mein Bowl	1301 Medical Center DrNashville TN 37232-0028	615-343-2342
Psalm23 Inc	Vanderbilt Hospital - Sushi	1301 Medical Center DrNashville TN 37232-0028	615-343-2342
Khaing Kyaw Thu	Veterans Canteen Service #621	69 Dogwood Avenue, Bldg. 202Mountain Home TN 37604	423-926-1171
Pum Do Thang	Veterans Canteen Service #626	1310 24th Ave SNashville TN 37212-2637	615-327-5301
Anna Sui	Target #1766	1400 Precinct Line RdHurst TX 76053-3828	N/A
Anna Sui	Target #1368	1401 W Glade RdEuleless TX 76039-5417	N/A
Bawi Za Thang	Target #1775	16731 Coit RdDallas TX 75248	N/A
Bawi Za Thang	Target #1764	2200 Dallas PkwyPlano TX 75093	N/A
Cuai Iang	Sprouts #140	5711 W Interstate 20Arlington TX 76017-1142	682-587-0086
Tun Tun	Sprouts #104	220 Randol Mill AveSouthlake TX 76092-6807	682-223-5805
Iang Tha Cin	Sprouts #105	5190 Preston RdFrisco TX 75034-7423	972-464-5776
Visit Hkawng	Sprouts #110	110 Interstate Hwy 35 NRound Rock TX 78681	
Grace Dawtchinpar Siakhel	Sprouts #108	110 W Sandy Lake RdCoppell TX 75019-2015	972-350-8051
Grace Dawtchinpar Siakhel	Sprouts #115	1745 E Hebron PkwyCarrollton TX 75010-2143	972-428-5785
Grace Dawtchinpar Siakhel	Sprouts #102	2301 Cross Timbers RdFlower Mound TX 75028-2618	972-874-7380
Visit Hkawng	Sprouts #112	10225 Research Blvd. #1000Austin TX 78759	N/A
Van Chum	Sprouts #113	362 East FM 1382Cedar Hill TX 75104	N/A

Rum Remh Mawi	Sprouts #114	4650 SW Loop 820Fort Worth TX 76109	N/A
Hau Nen Cing	Sprouts #118	8101 Callaghan RoadSan Antonio TX 78230	N/A
Ram Tiam Canaan, LLC	Sprouts #127	23105 Cinco Ranch BlvdKaty TX 77494	N/A
Hram Cung	Target #2338	4885 Eldorado PkwyFrisco TX 75033-8662	
Hram Cung	Target #1763	3201 Preston RdFrisco TX 75034-9446	N/A
Hre Bik Ceu	Target #1536	1801 Highway 287 N Mansfield TX 76063-7533	N/A
Hre Bik Ceu	Target #1339	1600 W Arbrook BlvdArlington TX 76015-4107	N/A
Mercy Tlumang	Sprouts #130	22506 Tomball PkwyHouston TX 77070-1531	832-698-0004
Olivia Tluang Sui Men	Sprouts #133	11940 Westheimer RdHouston TX 77077-6604	281-582-6794
JJ Sushi LLC	Veterans Canteen Service #580	2002 Holcombe BlvdHouston TX 77030-4211	713-794-7133
Josuah Masbawi Thang	Target #2145	1801 S Loop 288Denton TX 76205-4801	N/A
Josuah Masbawi Thang	Target #1517	5959 Long Prairie RdFlower Mound TX 75028-2224	N/A
Kyaw Kyaw Htay	Sprouts #124	8201 Quaker AveLubbock TX 79424-4234	806-794-4900
Lal Nun Par	Target #2520	4760 State Highway 121Lewisville TX 75056-2913	N/A
Lal Nun Par	Target #1395	725 Hebron PkwyLewisville TX 75057-5001	N/A
Don Cuai	Sprouts #134	2003 S Main StKeller TX 76248-5122	817-380-7024
Len Par Thlia	Sprouts #103	11722 Marsh LnDallas TX 75229-2600	214-350-0574
Len Par Thlia	Sprouts #126	1800 N Henderson AveDallas TX 75206-7525	214-826-2937
Lily Ca Hlei Tial	Target #2216	1874 Joe Battle BlvdEl Paso TX 79936-0962	N/A
Luis Antonio Lozano Luna	Sprouts #120	655 Sunland Park DrEl Paso TX 79912-5205	915-833-3380
Luis Antonio Lozano Luna	Sprouts #153	9801 Gateway Blvd WEI Paso TX 79925-7546	N/A
Orchid Sushi LLC	Sprouts #136	195 Yale StHouston TX 77007-3746	713-395-4590
Mercy Tlumang	Sprouts #139	20708 Kuykendahl RdSpring TX 77379-3535	832-764-5424
Malika LLC	Texas Tech University	18th & Boston AveLubbock TX 79409	251-751-2697
Maung Ling	Sprouts #107	207 E FM 544Murphy TX 75094-4023	972-265-4770
Maung Ling	Sprouts #106	1343 W Campbell RdRichardson TX 75080-2815	214-442-5961
Maung Ling	Sprouts #101	4100 Legacy DrPlano TX 75024-3404	972-618-8902

Tun Tun	Sprouts #142	316 Grapevine HwyHurst TX 76054-2429	682-325-5977
Rum Remh Mawi	Sprouts #144	6300 Waverly WayFort Worth TX 76116-5519	?68-274-7545
Ezekiel Hre Thang Bik	Sprouts #147	1265 W Exchange PkwyAllen TX 75013-7112	972-521-0057
Jason Tluang Bawi Lian	Sprouts #148	4930 Teasley LnDenton TX 76210- 3801	940-999-2263
Monica Bawi Hlei Sung	Sprouts #146	2718 Old Chocolate Bayou RdPearland TX 77584-8977	713-482-3987
Myat Ko Ko Lwin	Sprouts #125	6920 Menchaca RdAustin TX 78745-5358	512-687-2204
Olivia Tluang Sui Men	Sprouts #152	13550 University BlvdSugar Land TX 77479-4920	281-201-3470
Nangyung Lahpai	Sprouts #156	1212 Old Spanish TrailHouston TX 77054	N/A
Noaly Par	Sprouts #158	7730 N MacArthur Blvd, Suite 150Irving TX 75063	N/A
Van Chum	Sprouts #159	2500 S Carrier Pkwy, Suite BGrand Prairie TX 75052	N/A
Ngun Za Sui	Sprouts #145	3001 Lakeview PkwyRowlett TX 75088-3315	972-265-0386
Sung Tial	Sprouts #160	6465 E Mockingbird Ln., Ste 322Dallas TX 75214	N/A
Hau Nen Cing	Sprouts #161	9702 State Highway 151San Antonio TX 78251 - 4792	N/A
Sam Then	Target #1066	#N/A	N/A
Om Shalom	Sprouts #149	7110 Skillman StDallas TX 75231- 5652	469-210-8166
Hlawn Tin Thluai	Target #1430	601 S Plano RdRichardson TX 75081-4512	N/A
Pu Te	Sprouts #155	1220 N Town East BlvdMesquite TX 75150-7605	N/A
Ram Ceu	Target #2042	301 Carroll StFort Worth TX 76107-1956	N/A
Hlawn Tin Thluai	Target #1489	5301 N Garland AveGarland TX 75040-2716	N/A
Ram Tiam Canaan, LLC	Sprouts #131	7055 Highway 6 NHouston TX 77095-5376	832-575-2201
Richard Tun Hlaing	Sprouts #123	22135 Bulverde RdSan Antonio TX 78259-1849	N/A
Ro Sung Hniang	University of Texas Southwestern Medical Center - South Building	5323 Harry Hines BlvdDallas TX 75390	N/A
Ro Sung Hniang	University of Texas Southwestern Medical Center - North Building	6001 Forest Park RdDallas TX 75235	N/A
Mercy Iang	Target #1514	8532 Davis BlvdNorth Richland Hills TX 76182-8300	N/A
Mercy Iang	Target #1765	8000 Denton HwyWatauga TX 76148-2464	N/A
Lal Nun Thang	Target #1770	5700 Overton Ridge BlvdFort Worth TX 76132-3220	N/A

Ngun Lian Sang	Target #2142	8900 State Highway 121Mckinney TX 75070-2917	N/A
Hlawn Tin Thluai	Target #2234	4701 Lakeview PkwyRowlett TX 75088	N/A
Sang Kam	Target #1784	6419 Skillman StDallas TX 75231-7109	N/A
Sang Kam	Target #2572	1629 N Town East BlvdMesquite TX 75150-4105	N/A
Sam Then	Target #2342	1101 C Bar RanchCedar Park TX 78613	N/A
Thla Zel Hauling	Target #2335	2025 N Central ExpyMcKinney TX 75070	N/A
Thla Zel Hauling	Sprouts #151	2500 Eldorado PkwyFrisco TX 75033-8613	469-731-7261
Sam Then	Target #2495	18700 Limestone Commercial DrPflugerville TX 78660	N/A
Ngun Lian Sang	Target #2516	150 E Stacy RdAllen TX 75002-8756	N/A
Luis Antonio Lozano Luna	University of Texas at El Paso - Mein Bowl	500 W University AveEl Paso TX 79902-5802	915-747-5000
Luis Antonio Lozano Luna	University of Texas at El Paso - Sushi	500 W University AveEl Paso TX 79902-5802	915-747-5000
Van Chum	Sprouts #132	9241 Virginia PkwyMcKinney TX 75071-6113	469-481-5000
Van Duh Tling	Sprouts #143	1550 E Debbie LnMansfield TX 76063-3342	682-422-0061
Van Iang Sushi Inc	Sprouts #150	2036 N Zaragoza RdEl Paso TX 79938-7994	915-218-2954
Dau Hkawng	Veterans Canteen Service #549	4500 S Lancaster RdDallas TX 75216-7167	214-857-0967
Nang Shan	Veterans Canteen Service #671	7400 Merton Minter StSan Antonio TX 78229-4404	210-617-5300
Van Lian	Veterans Canteen Service #674	1901 South 1st StTemple TX 76504	N/A
Visit Hkawng	Sprouts #138	1530 Cypress Creek RdCedar Park TX 78613-3608	512-279-8312
Za Hlawn Sung	Sprouts #157	4015 S Broadway AveTyler TX 75701	N/A
Maung Soe	Sprouts #602	1375 S State StOrem UT 84097-7701	801-434-1501
Par Za Len	Sprouts #604	1785 E Murray Holladay RdHolladay UT 84117-5059	801-666-4135
Par Za Mawi	Sprouts #603	216 S 700 ESalt Lake City UT 84102-2106	801-364-1602
Salai Min Thu	Sprouts #605	11575 S 4000 WSouth Jordan UT 84009-6070	801-666-4139
Van Lal Sawm	Sprouts #601	6284 S State StMurray UT 84107-7227	801-266-3566
Masum Inc	023WMBG Fresh Market	5231 Montcello AvenueWilliamsburg VA 23188	757-565-1661
Tu Ja Nbwi	032VB Fresh Market	744 Hilltop North Shopping CenVirginia Beach VA 23451	757-491-0904
Van Sushi Inc	067ROAN Fresh Market	2207 Colonial Avenue SWRoanoke VA 24015	540-344-5490

Asian Excellence Corp	070RMND Fresh Market	1527 N Parham RoadRichmond VA 23229	804-282-3823
Theresa Kiemyar Stephennyar	114NPTNEW Fresh Market	12131 Jefferson AvenueNEWPORT NEWS VA 23602	757-269-0034
Soft Avocado LLC	124VIEN Fresh Market	150 Branch Road SoutheastVienna VA 22180	703-242-8923
Asian Excellence Corp	139CTWN Fresh Market	10 N Nansemond StreetRichmond VA 23221	804-355-3190
Hugawng LLC	170LNCH Fresh Market	3901 Old Forest RoadLynchburg VA 24501	434-385-4202
Soft Avocado LLC	174ALEX Fresh Market	3680 King StreetAlexandria VA 22302	703-824-5205
Mi Mi Inc	198NRFLK Fresh Market	924 West 21st StreetNorfolk VA 23517	757-623-3291
Kachin Hills Food LLC	216CHESTR Fresh Market	4600 Commonwealth Centre ParkwMidlothian VA 23112	804-744-7535
Tu Ja Nawi	232PEMB Fresh Market	4588 Virginia Beach Blvd.Virginia Beach Blvd VA 23462	757-687-3280
Aung Inc.	Capital One - Complex 23208	#N/A	N/A
Aung Inc.	Capital One - Complex 23210	#N/A	N/A
Aung Inc.	Capital One - Complex 23212	#N/A	N/A
Aung Inc.	Capital One - Complex 27567	#N/A	N/A
Aung Inc.	Capital One - Production Kitchen	#N/A	N/A
Niang Cingh Dim	Capital One McLean - 1 Cafe	1680 Capital One DrMc Lean VA 22102-3407	703-720-2586
Niang Cingh Dim	Capital One McLean - Petts Coffee Bar 1	1750 Tysons BlvdMc Lean VA 22102-4208	703-720-2586
Niang Cingh Dim	Capital One McLean - Petts Coffee Bar 2	8020 Towers Crescent DrVienna VA 22182-6224	703-720-2586
Rin LLC	Deloitte Headquarters	1919 N Lynn StArlington VA 22209-1742	N/A
Hornbill LLC	Earth Fare #770	2203 Franklin Rd SWRoanoke VA 24014	N/A
Hornbill LLC	Earth Fare #790	2705 Market StChristianburg VA 24073	N/A
Henry Thet Naing	Giant Food #0232	5870 Kingstowne BlvdAlexandria VA 22315	N/A
Khine Nwe Oo	Giant Food #0233	7235 Arlington BlvdFalls Church VA 22042-3219	N/A
Martina Lim	Giant Food #0234	550 Celebrate Virginia PkwyFredericksburg VA 22406	N/A
Marcy Mawi	Giant Food #0235	5701 Plank RdFredericksburg VA 22407-6227	N/A
Khine Nwe Oo	Giant Food #0239	10864 Sudley Manor DrManassas VA 20109	N/A
Martina Lim	Giant Food #0243	317 Worth AveStafford VA 22556-1538	N/A
Sherry Dim Tuang	Giant Food #0249	6980 Braddock RdAnnandale VA 22003	N/A

Henry Thet Naing	Giant Food #0250	635 Potomac Station DrLeesburg VA 20176	N/A
Giovanni Hsaw Reh	Giant Food #0251	1900 Abbey RdCharlottesville VA 22911-3543	N/A
Ngun Thawng	Giant Food #0252	1000 E Main StPurcellville VA 20132-3134	N/A
Naw Debbie Paw	Giant Food #0261	3131 Duke StAlexandria VA 22314-4518	
Nandemi Tamiko	Giant Food #0741	5469 Mapledale PlazaDale City VA 22193	N/A
Soe Oo Kyaw	Giant Food #0743	3450 Washington BlvdArlington VA 22201-4508	N/A
Niang Cingh Dim	Giant Food #0744	5740 Union Mill RdClifton VA 20124-1088	N/A
Chawia Hranleh	Giant Food #0745	13043 Lee Jackson Mem HwyFairfax VA 22033	N/A
Latt Maw Hpawyam	Giant Food #0747	1459 North Point DrReston VA 20194	N/A
Khine Nwe Oo	Giant Food #0748	2901 S Glebe Rd # 11Arlington VA 22206-2710	N/A
Chawia Hranleh	Giant Food #0753	2551 John Milton DrHerndon VA 20171	N/A
Yathar USA LLC	Giant Food #0758	1454 Chain Bridge RdMc Lean VA 22101-3706	N/A
Sushi Paradise, LLC	Giant Food #0760	6800 Richmond HwyAlexandria VA 22306	N/A
Saw Chit Oo Maung	Giant Food #0763	359 Maple Ave EVienna VA 22180-4717	N/A
Zaw Htoo	Giant Food #0765	1230 W Broad StFalls Church VA 22046-2116	N/A
Naw Debbie Paw	Giant Food #0774	2501 9th Rd S Ste 75Arlington VA 22204-2390	N/A
Latt Maw Hpawyam	Giant Food #0775	13330 Franklin Farm RdHerndon VA 20171-4036	N/A
Naw Debbie Paw	Giant Food #0780	3480 S Jefferson StFalls Church VA 22041-3104	N/A
Nandemi Tamiko	Giant Food #0781	12445 Hedges Run DrLake Ridge VA 22192-1715	N/A
Saw Chit Oo Maung	Giant Food #0783	6011 Burke Centre PkwyBurke VA 22015-3717	N/A
Niang Cingh Dim	Giant Food #0788	14125 Saint Germain DrCentreville VA 20121-2310	N/A
Martina Lim	Giant Food #0789	35 Town And Country DrFalmouth VA 22405-8705	N/A
Henry Thet Naing	Giant Food #0799	61 Catoctin Circle NELeesburg VA 20176	N/A
Uhla Htay	Giant Food #2741	10653 Braddock RdFairfax VA 22032-2202	N/A
Sushi Paradise, LLC	Giant Food #2742	621 E Glebe RdAlexandria VA 22305-3045	N/A
Sherry Dim Tuang	Giant Food #2743	8970 Burke Lake RdSpringfield VA 22151-1004	N/A
Uhla Htay	Giant Food #2744	9444 Fairfax BlvdFairfax VA 22031	N/A

Sherry Dim Tuang	Giant Food #2745	6364A Springfield Plaza Springfield VA 22150	N/A
Chawia Hranleh	Giant Food #2746	2425 Centreville Rd Herndon VA 20171-3013	N/A
Sushi Paradise, LLC	Giant Food #2747	6200 Little River Tpke Alexandria VA 22312-1700	N/A
Khine Nwe Oo	Giant Food #2748	6360 Seven Corners Ctr Falls Church VA 22044-2409	N/A
Kai Seng Sumlut	Henrico Doctors' Hospital - Forest Campus	1602 Skipwith Rd Richmond VA 23229-5205	804-289-4500
Blue Je, LLC	HOPS	1000 Colonial Farm Road Gate 5McLean VA 22101	N/A
Blue Je, LLC	HOPS Cafe LN1	1000 Colonial Farm Road Gate 5McLean VA 22101	N/A
Blue Je, LLC	HOPS Poke	1000 Colonial Farm Road Gate 5McLean VA 22101	N/A
Htu San Lahpai	Liberty River Ridge Mall - Mein Bowl	3405 Candler's Mountain Rd Lynchburg VA 24502	N/A
Htu San Lahpai	Liberty River Ridge Mall - Sushi	3405 Candler's Mountain Rd Lynchburg VA 24502	N/A
Seng Nan Sumhka	Liberty University - Medical Center	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Montview Student Union - The Grid	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Simply to Go Business School	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - The Library - Tinney Cafe	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Tilley Student Center	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Woodfire Cafe	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
La Ja Phaga	Martin's #078	1950 S Pleasant Valley Rd Winchester VA 22601-4400	540-665-0908
Tluang Duh Cung	Martin's #282	409 South St Front Royal VA 22630	N/A
La Ja Phaga	Martin's #283	400 Gateway Dr Winchester VA 22603-5838	785-937-4385
Aung Sannaw Phaga	Martin's #285	437 Tiffany Dr Waynesboro VA 22980-3283	540-942-7200
Tluang Duh Cung	Martin's #295	240 Elizabeth Dr Stephens City VA 22655-2764	540-868-0224
Tha Peng Bik	Martin's #299	200 Rivendell Ct Winchester VA 22603-8629	540-723-6232
Marip Mary	Martin's #424	2035 E Market St Harrisonburg VA 22801-8880	540-442-7576
Aung Sannaw Phaga	Martin's #426	1015 Richmond Ave Staunton VA 24401-4905	540-885-9504
Marcy Mawi	Mary Washington Hospital	1001 Sam Perry Blvd Fredericksburg VA 22401-4453	540-741-1185
Marcy Mawi	Mary Washington Hospital - 2300 Cafe	2300 Fall Hill Ave Fredericksburg VA 22401-3342	540-741-1185

Chao Yang LLC	National Geospatial Agency - Mein Bowl	7500 Geoint DrSpringfield VA 22150-7500	571-557-5400
Jia Hui Li	National Geospatial Agency - Sushi	7500 Geoint DrSpringfield VA 22150-7500	571-557-5400
Uhla Htay	Navy Federal Credit Union - Vienna	820 Follin LnVienna VA 22180	N/A
Brang Seng Maran	Old Dominion	1200 Webb CenterNorfolk VA 23529	757-683-3000
Kai Seng Sumlut	Parham Doctors' Hospital	7700 E Parham RdRichmond VA 23294-4301	804-747-5600
Sai Win Aung	Radford University - ATG	801 E Main StRadford VA 24142-0001	540-831-7103
Sai Win Aung	Radford University - Sushi	801 E Main StRadford VA 24142-0001	540-831-7103
La Ja Phaga	Shenandoah University - Allen Dining Hall	1460 University DrWinchester VA 22601-5100	540-665-4924
Latt Maw Hpawyam	Sprouts #886	494 Elden StHerndon VA 20170-4513	N/A
Marcy Mawi	University of Mary Washington	1301 College AveFredericksburg VA 22401-5300	540-654-5641
Marcy Mawi	University of Mary Washington - Mein Bowl	1301 College AveFredericksburg VA 22401-5300	540-654-5641
Patrick Thian Kam	US Patent and Trademark Office	600 Dulany StAlexandria VA 22314-5790	781-235-1200
MTH Enterprises Inc	VCU Health - ATG	403 N 13TH StRichmond VA 23298-5060	804-628-2165
MTH Enterprises Inc	VCU Health - Children Hospital	403 N 13TH StRichmond VA 23298-5060	804-628-2165
MTH Enterprises Inc	VCU Health - Sushi	403 N 13TH StRichmond VA 23298-5060	804-628-2165
MTH Enterprises Inc	Veterans Canteen Service #652	1201 Broad Rock RdRichmond VA 23249-0001	N/A
Jasmine Tun Giri	City Market - South End	207 Flynn AveBurlington VT 05401-5302	802-540-6400
Royal Sushi Inc	Healthy Living Mkt. VT 222	222 Dorset StreetS. Burlington VT 5403	888-289-8418
Royal Sushi Inc	Healthy Living Mkt. VT 129	129 Market StWilliston VT 5495	N/A
Thida Giri	Screamin' Ridge Farms - Commissary Kitchen	57 Maple LnMontpelier VT 05602	N/A
Thida Giri	Hunger Mountain Co-op	623 Stone Cutters WayMont VT 5602	N/A
Thida Giri	City Market - Downtown	82 S Winooski AveBurlington VT 05401-7407	802-861-9700
A Ka	Veterans Canteen Service #663	1660 S Columbian WaySeattle WA 98108-1532	206-764-2019
Bayzi Kong	Haggen #3444	1313 Cooper Point Rd SWOlympia WA 98502-5729	360-754-1428
Dee Ram	The Market at Anacortes	1519 Commercial AveAnacortes WA 98221-2234	360-588-8181
Jeju Sushi LLC	Haggen #3436	757 Haggen DrBurlington WA 98233-3328	360-814-1500
Jung Dang	Haggen #3449	210 36th StBellingham WA 98225-6540	360-647-4312

Jung Dang	Haggen #3439	1401 12th StBellingham WA 98225-7417	360-733-9277
Jungbe Sangdong	Haggen #3450	2601 E Division StMount Vernon WA 98274-4748	360-848-6999
Khong Yone	Haggen #3438	1406 Lake Tapps Pkwy SEAuburn WA 98092-8154	253-876-1794
Konglang Ring	Haggen #3498	17641 Garden Way NEWoodinville WA 98072-3535	425-398-6700
Me & Mar Products LLC	Sprouts #457	13010 Aurora Ave NSeattle WA 98133	N/A
Me & Mar Products LLC	Sprouts #455	19630 Highway 99Lynnwood WA 98036-6038	N/A
Mu Thaw Lwe	Safeway #1687	3307 Evergreen WayWashougal WA 98671-2062	360-335-2000
Pau Khan Khual	Haggen #3482	1301 Avenue DSnohomish WA 98290-1711	360-568-1395
Phong Ram Zakhar	Haggen #3493	1815 Main StFerndale WA 98248- 9454	360-380-9000
Phung San Ding Khan	Haggen #3604	3711 88th St NEMarysville WA 98270-7214	360-530-7700
Phung San Ding Khan	Haggen #3480	26603 72ND Ave NWStanwood WA 98292-6273	360-629-4400
Ram Sar	Haggen #3600	8915 Market PILake Stevens WA 98258-4916	425-377-7100
Thang Kap Khai	Haggen #3460	2900 Woburn StBellingham WA 98226-3865	360-676-5300
Thang Kap Khai	Haggen #3430	2814 Meridian StBellingham WA 98225-2413	360-671-3300
Thein Kang Zami Shar	Sprouts #458	11066 Pacific Crest Pl NwSilverdale WA 98383-6600	N/A
Thein Kang Zami Shar	Haggen #3427	31565 State Route 20 # 1Oak Harbor WA 98277-3172	360-679-8058
Ze Dau	Sprouts #456	13314 Bothell Everett HwyMill Creek WA 98012-5509	N/A
Kaung Tun	Dave's County Market	300 E 1st StMerrill WI 54452	N/A
Aye Aye Nwe	Piggly Wiggly 200 Mequon	6111 W Mequon RdMequon WI 53092	262-242-2180
Ben Ratanajitta	Festival Foods #2726	2348 Lineville RdGreen Bay WI 54313-8811	920-965-0042
Ben Ratanajitta	Festival Foods #2721	1001 Main AveDe Pere WI 54115- 1307	920-336-6520
Daunan Zatang Lashi	Festival Foods #2691 (Weston)	6205 US-51 BUSWeston WI 54476	N/A
Daunan Zatang Lashi	Festival Foods #2692 (Wausau)	110 S 17th AveWausau WI 54401	N/A
Chhunga Cherput	Meijer #300	3801 N Richmond StAppleton WI 54913-9631	920-350-6210
Cin Sian Lian	Viking Village Foods	150 Viking DriveReedsburg WI 53949	N/A
Pau Khup Lian	Festival Foods #2693 (Stevens Point)	1600 Academy AveStevens Point WI 54481	N/A
Cung Ling	Festival Foods #2711	6000 31st StKenosha WI 53144- 7322	844-358-1453

Dalila Dah Htoo	Bartolotta's US Bank Center	#N/A	N/A
Biak Tluang	Festival Foods #2696	1275 Bell AveHartford WI 53027	N/A
Alex Mualcin	Festival Foods #2704	595 S Taylor DrSheboygan WI 53081-4234	920-694-6260
Dalila Dah Htoo	Festival Foods #2714	1613 N Central AveMarshfield WI 54449-1550	715-384-8866
Din Na LLC	Outpost Natural Food 4 Mequon	7590 West Mequion RoadMequon WI 53092	262-242-0426
Esther Biak Cin Tial	Festival Foods #2698	4777 S 27th StGreenfield WI 53221	N/A
Hlaing Wah Oo	Kohl's Innovation Center - KIC ATG	#N/A	N/A
Hlaing Wah Oo	Kohl's Corporate - Main ATG	#N/A	N/A
Hlaing Wah Oo	Kohl's Innovation Center - KIC	#N/A	N/A
Hlaing Wah Oo	Kohl's Corporate - Main	#N/A	N/A
Hmunsang Uk	Festival Foods #2705	3401 80th StKenosha WI 53142-5903	262-694-7200
Htun Thit Sa LLC	Daniels Foods Walworth	681 Kenosha StreetWalworth WI 53184	262-275-0458
Htun Thit Sa LLC	Piggly Wiggly 207 Lake Geneva	100 E. Geneva SqLake Geneva WI 53147	262-248-8798
Jenny Ngunhlei Par	Festival Foods #2769	123 Hale DrHolmen WI 54636-8933	833-605-6924
Jenny Ngunhlei Par	Festival Foods #2719	1260 Crossing Meadows DrOnalaska WI 54650-8666	608-781-2272
Jenny Ngunhlei Par	University of Wisconsin - LaCrosse	521 East Ave NLa Crosse WI 54601-3763	608-785-8000
Jor Mahn Yin	Festival Foods #2722	3007 Mall DrEau Claire WI 54701-6867	715-838-1000
Jor Mahn Yin	Festival Foods #2736	2717 Birch StEau Claire WI 54703-3458	833-728-2749
K&M Sushi Inc	Sentry Foods - Wauwatosa	6700 W State StWauwatosa WI 53213-2838	414-259-8560
Lal Lian Vawngtu	Festival Foods #2720	2500 State RdLa Crosse WI 54601-5098	262-694-7200
Kavi Mon	Meijer #298	2015 Shawano AveGreen Bay WI 54303-2606	920-496-8100
Kee Phe	Festival Foods #2730	615 Linn StBaraboo WI 53913-1061	608-356-6671
Khosa John	Festival Foods #2715	30 Copeland AveLa Crosse WI 54603-3401	608-785-1000
Khup Mun Thang	Trig's Minocqua	9570 Highway 70 WestMinocqua WI 54548	715-356-9456
Kim Family Sushi Inc.	Meijer #305	924 N Taylor DrSheboygan WI 53081-4202	N/A
Kip Zing	Woodman 024	9515 Wisconsin 16Onalaska WI 54650	608-783-2233
Biak Lian Thang	Festival Foods #2728	25300 75th StSalem WI 53168-9684	N/A
Kong Suwai LLC	Piggly Wiggly 201 Cedarburg	W61N286 Washington AveCedarburg WI 53012	262-248-8798

Kongchan Kit	Festival Foods #2723	2233 Humes RdJanesville WI 53545-0258	844-425-4198
Kongchan Kit	Festival Foods #2713	810 E Washington AveMadison WI 53703-2936	844-511-3887
Lah Thar	Festival Foods #2717	1125 E Johnson StFond du Lac WI 54935-8925	920-273-0490
Lah Thar	Festival Foods #2708	2415 Westowne AveOshkosh WI 54904-7776	920-966-3378
Lal Jeremiah	Festival Foods #2737	660 Hometown CirVerona WI 53593-1556	N/A
Cin Sian Lian	Festival Foods #2731	2915 New Pinery RdPortage WI 53901-9226	N/A
Lam Khan Mung	Meijer #304	1818 S Rapids RdManitowoc WI 54220	N/A
Lermoo Kyaw	Outpost Natural Food 3 BV	2826 S Kinnickinnic AvenueMilwaukee WI 53207	414-755-3202
Lian Ceuthawng	Festival Foods #2735	750 N Union StMauston WI 53948- 1100	608-847-4331
Ma Ma Gyi LLC	Willy Street Coop North	2817 N. Sherman Ave.Madison WI 53704	N/A
Ma Ma Gyi LLC	Woodman 016	3817 Milwaukee StreetMadison WI 53714	608-244-7508
Mamachit Sushi LLC	Willy Street Coop East	1221 Williamson StreetMadison WI 53704	608-251-6776
Mamachit Sushi LLC	Willy Street Coop West	6825 University AvenueMadison WI 53704	608-284-7800
Mang Cin Sung	Meijer #283	171 W Town Square WayOak Creek WI 53154-6801	414-501-1700
Roben Duh Ceu	Meijer #299	2180 S Main StWest Bend WI 53095-5754	262-334-8500
Kip Zing	Sendik's Fine Foods Inc	18985 W Capitol DrBrookfield WI 53045-2704	262-781-8200
Mehm Seik Chan	Woodman 014	1877 Madison RdBeloit WI 53511	N/A
Min Pyae Yadanar Hein	Festival Foods #2733	2615 N Clairemont AveEau Claire WI 54703-2405	833-728-2745
Nai Banya Nai	Webster's Marketplace	1188 W. Fond Du Lac StRipon WI 54971	920-748-5498
Nai Mon	Festival Foods #2702	2151 S 42ND StManitowoc WI 54220-9701	262-694-7200
Nai Ral Mon	Festival Foods #2716	W3195 Van Roy RdAppleton WI 54915-3982	920-968-2200
Nai Yin	Festival Foods #2725	1399 ONEIDA STMenasha WI 54952	844-358-1454
Nan Khin Kyi	Outpost Natural Food 1 Capital	100 E Capital DriveMilwaukee WI 53212	414-961-2597
Ngun Hlaing	Woodman 027	7145 120th AvenueKenosha WI 53142	262-857-3801
No Zam	Festival Foods #2710	5740 Washington AveMount Pleasant WI 53406-4085	844-878-6949
Mang Lian Uk	Sentry Foods - West	7455 Mineral Point RdMadison WI 53717-1703	608-829-3500
PK Sushi LLC	Festival Foods #2768	2430 University AveGreen Bay WI 54302-5006	844-465-3707

PK Sushi LLC	Festival Foods #2766	2534 Steffens CtGreen Bay WI 54311-4504	920-465-3800
PK Sushi LLC	Festival Foods #2740	2250 W Mason StGreen Bay WI 54303-4707	920-496-2966
Puspa Maya Gurung	Woodman 020	725 Gammon RoadMadison WI 53719	608-274-8944
Ral Lian Bawi	Meijer #292	5800 W Layton AveGreenfield WI 53220-4021	414-304-2000
Rasa Mon Inc.	Festival Foods #2732	1200 W Northland AveAppleton WI 54914-1415	920-958-2212
Maung Gree	Trig's Eagle River	925 E Wall StEagle River WI 54521	715-479-6411
Savena Suina	Meijer #284	7701 Green Bay RdKenosha WI 53142-4043	262-612-1600
Say Say Paw	Festival Foods #2707	647 S Green Bay RdNeenah WI 54956-3153	920-967-3300
Van Nei Mawi	Trig's Tomahawk	662 North 4th StTomahawk WI 54487	715-453-2174
Siang Lian Thawng	Festival Foods #2697	11111 W Greenfield AveWest Allis WI 53214	N/A
Sin Wa Li Maran	Woodman 041	2855 Woodman DrAltoona WI 54720	N/A
Sui Dang	Festival Foods #2738	5600 S 108th StHales Corners WI 53130-1910	N/A
Thee Thee Moo	Outpost Natural Food 2 State	7000 W State StreetWauwatosa WI 53213	414-778-2012
Tum Lan Bik	Meijer #274	1600 N Port Washington RdGrafton WI 53024	262-204-2800
Van Nei Lian	Festival Foods #2695	308 N Shawano StNew London WI 54961	N/A
Zam Thawn Thang	Woodman 001	2819 N Lexington DriveJanesville WI 53545	608-754-3373
Van Nei Mawi	Trig's Rhinelander	232 S Courtney StRhinelander WI 54501	715-369-1470
Win Naing	Sentry Foods - Madison	726 N Midvale BlvdMadison WI 53705-3243	608-238-7612
Yu Yu Zaw	Veterans Canteen Service #695	5000 W National AvenueMilwaukee WI 53295	206-764-2019
Za Heih Cung	Sentry Foods - Delafield	3255 Golf RdDelafield WI 53018- 2157	262-646-9483
Za Thun	Meijer #277	11111 W Burleigh StWauwatosa WI 53222-3211	414-290-0900
Shin Than	Woodman 031	1099 South Grand AvenueSun Prairie WI 53590	608-825-1511
Goon Du Pha Ga	West Virginia University - York Street Market at The Mountainlair	1550 University AveMorgantown WV 26505	N/A
Goon Du Pha Ga	West Virginia University - York Street Market at Evansdale Crossings	62 Morrill WayMorgantown WV 26505	N/A
Goon Du Pha Ga	West Virginia University - The Market at Uplace	2151 University AveMorgantown WV 26505	N/A
Goon Du Pha Ga	West Virginia University - Lyon's Den	356 Evansdale DrMorgantown WV 26506-1100	304-293-4430

Goon Du Pha Ga	West Virginia University - Waterfront Cafe	1 Waterfront Pl Morgantown WV 26501-5978	304-293-4430
Goon Du Pha Ga	West Virginia University - JAC's	1550 University Ave Morgantown WV 26506-0001	304-293-4430
Goon Du Pha Ga	West Virginia University - Park Place	438 Oakland St Morgantown WV 26505-0100	304-293-4430
Goon Du Pha Ga	West Virginia University - Bits & Bytes	393 Evansdales Drive Morgantown WV 26505	304-293-3940
Goon Du Pha Ga	West Virginia University - Da Vinci's	3 Evansdale Drive Morgantown WV 26505	304-293-4208
Goon Du Pha Ga	West Virginia University - Eliza's	1549 University Ave Morgantown WV 26505-5673	304-293-4931
Goon Du Pha Ga	West Virginia University - Health Science Center Market	1 Medical Center Dr Morgantown WV 26505-3409	304-293-3701
Hla Shwe	Martin's #102	190 Flowing Springs Rd Charles Town WV 25414-3911	304-728-8696
Thomas Lian	Marshall University - Mein Bowl	1 John Marhsall Dr Huntington WV 25755-0001	N/A
Thomas Lian	Marshall University - Sushi	1 John Marhsall Dr Huntington WV 25755-0001	N/A
Nu Myaw	Martin's #107	901 Foxcroft Ave Martinsburg WV 25401	N/A
Nu Myaw	Martin's #557	147 Roaring Lion Rd Hedgesville WV 25427	N/A
Nu Myaw	Martin's #560	1317 Old Courthouse Dr Martinsburg WV 25404	N/A

**EXHIBIT C-2 TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES THAT LEFT THE SYSTEM
BETWEEN JANUARY 1, 2022 AND DECEMBER 31, 2022
(i.e., outlets terminated, canceled, not renewed or otherwise voluntarily or
involuntarily ceased business under the franchise agreement)**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

TERMINATIONS (19 Total)		
Franchisee Name, City/State & Phone #	Food Retail Unit Name & Address	Reason For Termination
Nyi Nyi Lwin Tucson AZ (240)-344-5699	Raytheon Corp. - Cafe 800 1151 E Hermans Rd Tucson AZ 85756-9367	Terminated
Nyi Nyi Lwin Tucson AZ (240)-344-5699	Raytheon Corp. – Café 801 1151 E Hermans Rd Tucson AZ 85756-9367	Terminated
Nyi Nyi Lwin Tucson AZ (240)-344-5699	Raytheon Corp. - Cafe 842 & MO2 1151 E Hermans Rd Tucson AZ 85756-9367	Terminated
Nyi Nyi Lwin Tucson AZ (240)-344-5699	Raytheon Corp. - Cafe 848 1151 E Hermans Rd Tucson AZ 85756-9367	Terminated
Sung Par Oakland CA (510) 414-2888	Sprouts #268 3900 Mowry Ave Fremont CA 94538-1432	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - Britain 649 Techwood Dr NW Atlanta GA 30330	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - Exhibition Hall 460 4th St NW Atlanta GA 30313	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - North Ave 120 North Avenue NW Atlanta GA 30313	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - Sushi 311 Ferst Dr Atlanta GA 30332	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - The Dive (CRC) 828 W Peachtree St NW Atlanta GA 30308	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - West Village (Downstairs) 532 8th St NW Atlanta GA 30318	Terminated
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology – West Village (Upstairs) 532 8 th St NW Atlanta GA 30318	Terminated

TERMINATIONS (19 Total)		
Franchisee Name, City/State & Phone #	Food Retail Unit Name & Address	Reason For Termination
He Chen Norcross GA (917) 975-8838	Georgia Institute of Technology - Whistle Bistro 801 Atlantic Dr NW Atlanta GA 30332	Terminated
Vannem Piang Charlotte NC (704) 572-9525	Belk Headquarters 2801 W Tyvola Rd Charlotte NC 28217-4525	Terminated
Vannem Piang Charlotte NC (704) 572-9525	Compass Group North America Headquarters 2400 Yorkmont Rd Charlotte NC 28217-4511	Terminated
Vannem Piang Charlotte NC (704) 572-9525	Compass Group North America Headquarters - Segafredo Zanetti Espresso Cafe 2400 Yorkmont Rd Charlotte NC 28217-4511	Terminated
Mu De Moe Columbia SC (910) 461-6196	University of South Carolina Columbia - ATG 1400 Greene St Columbia SC 29208	Terminated
HL Business Network Intl Inc Austin TX (512)-765-3199	Univ of Texas at Austin 201 East 21st Street Austin TX 78705	Terminated
Nant San Thidar Wichita KS (316) 253-9558	Sprouts #175 7728 E Central Ave Wichita KS 67206-2172	Terminated

REACQUIRED BY FRANCHISOR (26 Total)		
Franchisee Name, City/State & Phone Number	Food Retail Unit Name	Reason
Thaung Tun Woodside, NY (917)-238-2554	Stop & Shop #0616 161 W Putnam Ave, Greenwich, CT, 06830- 5329	Reacquired by Franchisor
Rosemarie Javillonar Rackliff Bristol CT (860)-929-9201	Stop & Shop #0621 100 Main St N, Southbury, CT, 06488-3840	Reacquired by Franchisor
Than Aung Myint West Harrison NY (914) 648-9053	Stop & Shop #2610 25 Old Kings Hwy N, 7th Floor, Darien, CT, 06820-4608	Reacquired by Franchisor
Than Aung Myint West Harrison NY (914) 648-9053	Stop & Shop #0640 385 Connecticut Ave, 7th Floor, Norwalk, CT, 06854-1800	Reacquired by Franchisor
Thaung Tun Woodside NY (917)-238-2554	Stop & Shop #0637 2200 Bedford St, 7th Floor, Stamford, CT, 06905-3905	Reacquired by Franchisor
Bhone Kywe Torrington CT (207)-254-7513	Stop & Shop #0673 760 Villa Ave, 7th Floor, Fairfield, CT, 6825	Reacquired by Franchisor
Ike Sein	Winn Dixie 2557 Rockledge	Reacquired by

Melbourne FL (305)-321-0613	5410 Murrell Rd Ste 135, Viera, FL, 32955	Franchisor
Htu Raw Branson MO (513)-652-3453	Rhodes Family Price Chopper 2210 W 76 Country Blvd., Branson, MO, 65616	Reacquired by Franchisor
Van Hmung Lian Mansfield MA (508)-840-2018	Stop & Shop #0007 377 Chauncy St, Mansfield, MA, 02048-1169	Reacquired by Franchisor
Bawi Za Kham Lowell MA 317-332-5357	Stop & Shop #2403 56 Shank Painter Rd, Provincetown, MA, 02657-1342	Reacquired by Franchisor
Van Hmung Lian Mansfield MA (508)-840-2018	Stop & Shop #0044 565 Main St, Walpole, MA, 2081	Reacquired by Franchisor
Van Hmung Lian Mansfield MA (508)-840-2018	Stop & Shop #0472 40 Franklin Village Dr, Franklin, MA, 2038	Reacquired by Franchisor
Holy Ground Sushi LLC Baltimore MD (443) 469-8890	Giant Food #0159 3757 Old Court Rd, Pikesville, MD, 21208- 3902	Reacquired by Franchisor
Myo Min Tupelo MS (816) 521-0389	North Mississippi Medical Center 830 S Gloster St, Tupelo, MS, 38801	Reacquired by Franchisor
Myo Htut Aung Fort Wayne IN (765) 300-1169	Marietta Memorial Hospital 401 Matthew St, Marietta, OH, 45750	Reacquired by Franchisor
Nay Myo Allentown PA (610) 400-4340	Giant #106 6542 Lower York Rd, PO BOX 7200, New Hope, PA, 18938-1811	Reacquired by Franchisor
M M Khaing Inc. Bethlehem PA (610) 762-9847	Giant #330 301 Town Center Blvd, PO BOX 7200, Easton, PA, 18040-8367	Reacquired by Franchisor
Za Thawng Culpeper VA (804) 357-8869	Martin's #454 15371 Montanus Dr, Culpeper, VA, 22701- 2523	Reacquired by Franchisor
Saw Chit Oo Maung Arlington VA (804)-332-8384	Giant Food #0231 2932 Chain Bridge Rd, Oakton, VA, 22124- 3001	Reacquired by Franchisor
Chawia Hranleh Herndon VA (512) 799-2621	Giant Food #0794 21000 Southbank St Ste 150, Sterling, VA, 20165-7242	Reacquired by Franchisor
Kachin Hills Food LLC Richmond VA (434)-806-6594	102MIDLTH Fresh Market 1200 Huguenot Road, Midlothian, VA, 23113	Reacquired by Franchisor
Zam Thawn Thang Janesville WI (918) 804-9112	Festival Foods #2709 328 Washington St, Fort Atkinson, WI, 53538-1741	Reacquired by Franchisor

CEASED OPERATIONS (26 Total)				
Franchisee Name	Food Retail Unit Name	Food Retail Unit Address	Food Retail Unit Phone#	Reason
Chavis Higashi	University of Arkansas	435 N. Garland ARKU104, Fayetteville AR 72701	479-575-4140	Ceased Operations
Zaw Htoo Myint	Sprouts #271	630 San Antonio Rd, Mountain View CA 94040-1304	650-397-3001	Ceased Operations
Benjamin Tandri	Sprouts #318	1980 E County Line Rd, Highlands Ranch CO 80126-2446	303-243-5060	Ceased Operations
Ni Thial Mung	Earth Fare #565	7774 113th St., Seminole FL 33772	N/A	Ceased Operations
Mung Tawng	Earth Fare #580	9 West Gore St., Orlando FL 32801	N/A	Ceased Operations
San Mon Kui Hon	Winn Dixie 2558 Boynton Beach	8855 W. Boynton Beach Blvd., Boynton Beach FL 33472	561-536-2170	Ceased Operations
Juan Tanka Tan	Kennesaw State University - Sushi	1000 Chastain Rd NW MD #4000 TC 40, Kennesaw GA 30144-5588	678-797-2902	Ceased Operations
Mary Vinay	Veterans Canteen Service #208	250 North Arcadia Ave., Decatur GA 30030	N/A	Ceased Operations
Isak Mia Hlun	Target #1901	5405 Mills Civic Pkwy, West Des Moines IA 50266	N/A	Ceased Operations
Isak Mia Hlun	Target #1767	2135 SE Delaware Ave., Ankeny IA 50021	N/A	Ceased Operations
Isak Mia Hlun	Target #1791	11148 Plum Dr., Urbandale IA 50322	N/A	Ceased Operations
Kyaw Sushi	059GVA Fresh Market	718 Commons Drive, Geneva IL 60134	630-845-4095	Ceased Operations
Gabriel Thanglian Mawi	056CRML Fresh Market	2490 East 146th Street, Carmel IN 46033	317-815-1970	Ceased Operations
Sushi King Inc.	Bridgewater State University - Mein Bowl	1 Park Ave Bridgewater, MA 02324-2636	607-777-2000	Ceased Operations
Hlei Kip Par	Earth Fare #700	5070 S Westnedge Ave., Portage MI 49002	N/A	Ceased Operations
Lian Pum Fam-Bawl	Veterans Canteen Service #506	2215 Fuller Rd Building 25, Ann Arbor MI 48105	734-845-3771	Ceased Operations
Win Wold	Lund's - Ford Parkway	2128 Ford Pkwy, Saint Paul MN 55116-1863	651-698-4845	Ceased Operations
Ah Du Sae	Veterans Canteen Service #586	1500 East Woodrow Wilson Ave., Jackson MS 39216	601-364-1442	Ceased Operations
Nu Brang	Alcorn State	1000 Asu Dr., Lorman	N/A	Ceased

	University - Sushi	MS 39096-7500		Operations
Nu Brang	Alcorn State University - Mein Bowl	1000 Asu Dr., Lorman MS 39096-7500	N/A	Ceased Operations
Zan Magha Ra	Appalachian State University - Park Place Cafe	480 Rivers St., Boone NC 28607	N/A	Ceased Operations
Zaw Win Htun	Stop & Shop #0878	859 NJ-17, Paramus NJ 7652	N/A	Ceased Operations
Rot Mon Lay	University Hospitals Parma Medical Center	7007 Powers Blvd., Cleveland OH 44129	N/A	Ceased Operations
Rot Mon Lay	University Hospitals St. John Medical Center	29000 Center Ridge Rd., Westlake OH 44145	N/A	Ceased Operations
HL Business Network Intl Inc	Univ of Texas at Austin	201 East 21st Street, Austin TX 78705	N/A	Ceased Operations
Puspa Maya Gurung	Edgewood College	1000 Edgewood College Dr., Madison WI 53711	208-750-8267	Ceased Operations

**EXHIBIT C-3 TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES WHO HAD A UNIT TRANSFERRED
UNDER THE FRANCHISE AGREEMENT
BETWEEN JANUARY 1, 2022 AND DECEMBER 31, 2022**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

TRANSFERS (286 Total)				
Franchisee Name	Food Retail Unit Name	Food Retail Unit Address	FRU Phone #	Reason
ALABAMA				
Maran Seng Aung	207TUSC Fresh Market	1320 McFarland Blvd East, Tuscaloosa AL 35404	205-391-1204	Transfer
ARIZONA				
Pau Sushi LLC	Sprouts #038	931 E Elliot Rd, Tempe AZ 85284-1578	480-567-7040	Transfer
Pau Sushi LLC	Sprouts #020	1706 E Southern Ave, Tempe AZ 85282-5613	480-821-1511	Transfer
Peter Yingtang	Sprouts #021	3860 W River Rd, Tucson AZ 85741-3793	520-204-1787	Transfer
Peter Yingtang	Sprouts #011	7665 N Oracle Rd, Oro Valley AZ 85704-6310	520-297-5446	Transfer
Ngun Za Tial	Sprouts #007	8040 N 19TH Ave, Phoenix AZ 85021-5101	602-864-6130	Transfer
Hau Sawm Cing	Sprouts #032	21181 S Ellsworth Loop Rd Queen Creek AZ 85142-9855	602-385-3392	Transfer
HTUN FAMILY, LLC.	Sprouts #043	1240 S Signal Butte Rd Mesa AZ 85209-1602	N/A	Transfer
CALIFORNIA				
Zin Noo Win	New Frontiers Natural Marketplace #9	1984 Old Mission Dr., Solvang CA 93463-2281	805-693-1746	Transfer
Yu Si Dar	Sprouts #213	11710 Carmel Mountain Rd San Diego CA 92128-4622	858-798-7200	Transfer
Zaw Htoo Myint	Sprouts #216	111 E El Camino Real Sunnyvale CA 94087-1937	408-702-1173	Transfer
May Zin Oo	Sprouts #220	1012 S Westlake Blvd Westlake Village CA 91361-3107	N/A	Transfer
Min Htut Thein	Sprouts #226	4175 Park Blvd San Diego CA 92103-2510	619-291-8287	Transfer
Min Htut Thein	Sprouts #228	3315 Rosecrans St Suite B San Diego CA 92110-4224	619-523-3640	Transfer
Yu Si Dar	Sprouts #229	13536 Poway Rd Poway CA 92064-4725	858-486-7851	Transfer

Ah Pong Mabu	Sprouts #237	27271 La Paz Rd Laguna Niguel CA 92677-3624	949-349-1999	Transfer
Hla Sandar Win	Sprouts #238	17482 Yorba Linda Blvd Yorba Linda CA 92886-3823	714-572-3535	Transfer
Kong Lang Sushi Inc	Sprouts #239	2618 El Camino Real Carlsbad CA 92008-1214	760-730-1123	Transfer
Rogelio A Aguilar Jr	Sprouts #246	79050 Highway 111 La Quinta CA 92253-2482	760-771-2485	Transfer
Nang He Shin	Sprouts #248	32413 Temecula Pkwy Temecula CA 92592-5808	951-303-0087	Transfer
Min Htut Thein	Sprouts #249	15727 Bernardo Heights Pkwy San Diego CA 92128-3181	858-385-1606	Transfer
Nang He Shin	Sprouts #251	39606 Winchester Rd Temecula CA 92591-3550	951-694-3680	Transfer
San San Maw	Sprouts #255	21821 Ventura Blvd Woodland Hills CA 91364-1838	818-887-7873	Transfer
Saw Aung Aung	Sprouts #263	7905 Greenback Ln Citrus Heights CA 95610-6907	916-560-2000	Transfer
Saw Aung Aung	Sprouts #267	4408 Del Rio Rd Sacramento CA 95822-1126	916-455-4200	Transfer
San Naing Win	Sprouts #272	6607 Fallbrook Ave West Hills CA 91307-3520	818-687-2104	Transfer
Aye Myat Phyu	Sprouts #274	401 Kenilworth Dr Petaluma CA 94952-3413	707-789-4976	Transfer
Naing Htun Htun	Sprouts #280	10650 Stockdale Hwy Bakersfield CA 93311-3669	661-617-8957	Transfer
Su Myat Hlaing	Sprouts #286	1431 W Imperial Hwy La Habra CA 90631-6992	562-265-2151	Transfer
Wunna Soe	Sprouts #289	8550 Santa Monica Blvd Suite 111 West Hollywood CA 90069-4496	N/A	Transfer
Swe Swe Thein	Sprouts #406	1028 E Brokaw Rd San Jose CA 95131-2309	408-490-3041	Transfer
Yu Si Dar	Sprouts #409	16415 Paseo Del Sur San Diego CA 92127-4210	858-798-8232	Transfer
Choon Kim	Sprouts #419	2400 Las Posas Rd Camarillo CA 93010-3439	805-233-3755	Transfer
Nang He Shin	Sprouts #435	1400 E Vista Way Vista CA 92084	N/A	Transfer
Ah Pong Mabu	Sprouts #439	24332 Rockfield Blvd Lake Forest CA 92630-4742	N/A	Transfer
Maung Khin Maung Zaw	Sprouts #440	13985 Limonite Ave Eastvale CA 92880	N/A	Transfer
Zar Ni Bo Bo	Veterans Canteen Service #605	11201 Benton St Building 25 Loma Linda CA 92357-1000	909-583-6806	Transfer
COLORADO				

Van Maung	Sprouts #301	5150 W 120TH Ave Westminster CO 80020-3303	303-803-1010	Transfer
Ruth T Thang	Sprouts #320	8601 W Cross Dr Littleton CO 80123-0702	720-214-0410	Transfer
Tluang Duh Cung	Sprouts #323	1101 S Hover St Longmont CO 80501-7908	303-834-4124	Transfer
Mang Bawi Lian	Target #1471	14200 E Ellsworth Ave Aurora CO 80012-1402	N/A	Transfer
Sung Te	Target #1769	400 Marshall Rd Superior CO 80027	N/A	Transfer
Mang Bawi Lian	Target #1776	9390 W Cross Dr Littleton CO 80123-2202	N/A	Transfer
Sung Te	Target #1928	10445 Reed St Westminster CO 80021	N/A	Transfer
Yan Paing Oo	Target #2021	5071 Kipling St Wheat Ridge CO 80033-2251	N/A	Transfer
Mang Bawi Lian	Target #2052	7930 E Northfield Blvd Denver CO 80238-3527	N/A	Transfer
Tluang Duh Cung	Target #2218	555 S Hover St Longmont CO 80501	N/A	Transfer
Yan Paing Oo	Target #3279	1600 California St Denver CO 80202-3709	N/A	Transfer
Cinzah LLC	Veterans Canteen Service #854	1700 Wheeling St Building 25 Aurora CO 80045-7211	N/A	Transfer
Cinzah LLC	Veterans Canteen Service #854 - Patriot Brew	1700 Wheeling St Building 25 Aurora CO 80045-7211	N/A	Transfer
CONNECTICUT				
Simon Saw LLC	Stop & Shop #0606	195 West St., Cromwell CT 06416-1881	N/A	Transfer
Simon Saw LLC	Stop & Shop #0607	498 Bushy Hill Rd Simsbury CT 06070-2931	N/A	Transfer
Joshua Tu Onglar	Stop & Shop #0608	99 Linwood Ave., Colchester CT 6415	N/A	Transfer
Simon Saw LLC	Stop & Shop #0613	10 Pitkin Rd 7th Floor Vernon CT 06066-4709	N/A	Transfer
Joshua Tu Onglar	Stop & Shop #2611	11 E High St., East Hampton CT 06424-1022	N/A	Transfer
Simon Saw LLC	Stop & Shop #2614	50 Windsorville Rd 7th Floor Vernon Rockville CT 6066	N/A	Transfer
FLORIDA				
Thi Han	028BOCA Fresh Market	100 W Camino Real, Boca Raton FL 33432-5942	561-338-2444	Transfer

ZOSUSHI LLC	Sprouts #619	930 S Federal Hwy Suite 111 Deerfield Beach FL 33441-5754	N/A	Transfer
Michael Adrian Kong	Sprouts #630	8620 Hunter Village Rd Suite 111 Tampa FL 33647	N/A	Transfer
Loi Seng LLC	Veterans Canteen Service #516	10000 Bay Pines Blvd Building 25 Bay Pines FL 33744	727-398-6661	Transfer
Kachin Sushi Enterprise LLC	Winn Dixie 2568 Melbourne	3170 W. New Haven Ave, Melbourne FL 32904	844-745-0463	Transfer
GEORGIA				
Tual Khan Pau	068SWAN Fresh Market	1500 Peachtree Industrial Blvd, Suwanee GA 30024	678-714-0976	Transfer
PNJ LLC	128PTC Fresh Market	PO Box 3192, Peachtree City GA 30269	770-486-2738	Transfer
Ye Myat Tun	Foothills IGA Market	70 Foothills Pkwy Marble Hill GA 30148	770-893-1000	Transfer
Khup Nei	Sprouts #515	530 Lakeland Plz Cumming GA 30040-2779	470-505-2000	Transfer
Khup Nei	Sprouts #516	3630 Peachtree Pkwy Johns Creek GA 30024-6049	678-690-1243	Transfer
Y56TUDO LLC.	Sprouts #517	4600 Roswell Rd Sandy Spgs GA 30342-3075	678-954-5294	Transfer
Cung Lian Hup	Sprouts #524	2015 Highway 54 Peachtree City GA 30269-1315	678-586-2577	Transfer
Mary Vinay	Sprouts #525	2551 Blackmon Dr Decatur GA 30033-6109	404-965-6290	Transfer
IOWA				
Isak Mia Hlun	Target #1901	5405 Mills Civic Pkwy West Des Moines IA 50266	N/A	Transfer
Isak Mia Hlun	Target #1767	2135 SE Delaware Ave Ankeny IA 50021	N/A	Transfer
Isak Mia Hlun	Target #1791	11148 Plum Dr., Urbandale IA 50322	N/A	Transfer
ILLINOIS				
Rem David	Meijer #198	130 S Gary Ave, Bloomingdale IL 60108-2243	630-351-7600	Transfer
INDIANA				
Zaw Min Oo	Meijer #125	5909 Illinois Rd, Fort Wayne IN 46804-1159	260-434-3900	Transfer
Than Tun Oo	Meijer #149	5150 Franklin St., Michigan City IN 46360-7878	219-877-2400	Transfer
Phyo M Than	Meijer #186	2636 US 52 Sagamore Pkwy W., West Lafayette IN 47906	765-637-4200	Transfer
Ram Lian	Meijer #190	2990 N Wayne St., Angola IN 46703-9121	N/A	Transfer

Nu Me	Meijer #290	5550 N Keystone Ave, Indianapolis IN 46220-3458	317-610-2200	Transfer
KANSAS				
Maung Maung	Hen House #19	15000 W 87TH Street Pkwy Lenexa KS 66215-4160	913-599-6423	Transfer
Maung Maung	Hen House #22	4050 W 83RD St Prairie Village KS 66208-5301	913-648-1441	Transfer
Lum Haung Laja	Hen House #33	6900 W 135TH St Overland Park KS 66223-4800	913-685-8400	Transfer
Maung Maung	Hen House #35	2724 W 53RD St Fairway KS 66205-1705	913-432-2992	Transfer
Albert Zo Than Pui	Price Chopper #010	501 Commercial Dr Bonner Springs KS 66012	N/A	Transfer
Maung Maung	Price Chopper #039	12010 W 63RD St Shawnee KS 66216-1867	913-268-8025	Transfer
Albert Zo Than Pui	Price Chopper #420	2107 South 4th St Leavenworth KS 66048	N/A	Transfer
Saw Kaw Lo	Sprouts #176	9628 Nall Ave Overland Park KS 66207-2952	913-312-1586	Transfer
KENTUCKY				
Phyo M Than	Murray State University - Business Building	302 N 16th Street Murray KY 42071	N/A	Transfer
Phyo M Than	Murray State University - Business Express	109 Business Building Murray KY 42071-3314	270-809-4346	Transfer
Phyo M Than	Murray State University - Curris Center	102 Curris Ctr Murray KY 42071	N/A	Transfer
Phyo M Than	Murray State University - Waterfield Library	1400 N 15th Street Murray KY 42071	N/A	Transfer
LOUISIANA				
Huiyu Lin	Veterans Canteen Service #629	2400 Canal St Building 25 New Orleans LA 70119-6535	504-568-0811	Transfer
Saw Htay Lwin	Champagne Super Foods #686	1051 W Maple Ave, Eunice LA 70535-5237	337-457-1893	Transfer
MASSACHUSETTS				
Yuwadi Lwin INC.	Stop & Shop #0497	32 Lyman St., Westborough MA 01581-1419	N/A	Transfer

Soe Naing	Stop & Shop #0782	1282 Springfield St 7th Floor Feeding Hills MA 01030-2119	N/A	Transfer
MARYLAND				
Khin Maung Kyaw	Giant Food #0143	4715 Dorsey Hall Dr Ellicott City MD 21042-5975	N/A	Transfer
Saw Chit Oo Maung	Giant Food #0347	10480 Campus Way S Largo MD 20774	N/A	Transfer
Ah Tu Lawang	Green Valley Marketplace #54	8095 Edwin Raynor Blvd Pasadena MD 21122-6829	N/A	Transfer
Tha Hlei Sung	Johns Hopkins Hospital - Howard County General Hospital	5755 Cedar Ln Columbia MD 21044	N/A	Transfer
Hringngen Family LLC	Martin's #444	18726 North Pointe Dr Hagerstown MD 21742-2418	240-420-8545	Transfer
Goon Du Pha Ga	Sprouts #919	8070 Governor Ritchie Hwy # 6b Suite 111 Pasadena MD 21122-1085	N/A	Transfer
MICHIGAN				
Za Tin Mawng	Capital City Market #652	600 E Michigan Ave Suite 100 Lansing MI 48912	N/A	Transfer
Cung Chin Bik	Meijer #020	2425 Alpine Ave NW Grand Rapids MI 49544-1956	616-365-6068	Transfer
Golden Trees Inc	Meijer #021	5800 Gull Rd Kalamazoo MI 49048-1021	269-337-2958	Transfer
Golden Trees Inc	Meijer #022	5121 S Westnedge Ave Portage MI 49002-0404	269-337-2168	Transfer
Lian Pum Fam-Bawl	Meijer #045	217 E US Highway 223 Adrian MI 49221-4215	517-265-7820	Transfer
HNH Family LLC	Meijer #054	20401 Haggerty Rd Northville MI 48167-1999	248-449-5768	Transfer
William Tun	Meijer #105	27255 23 Mile Rd Chesterfield MI 48051-2023	586-598-0600	Transfer
Maung Than	Meijer #123	16300 Fort St Southgate MI 48195-1421	734-284-5300	Transfer
Harn Family LLC	Meijer #158	1997 E Beltline Ave NE Grand Rapids MI 49525-4545	616-447-1568	Transfer
Harn Family LLC	Meijer #158 C-Store	1999 E Beltline Ave Ne Grand Rapids MI 49525-4545	616-447-1568	Transfer
Ngin Suanh Pau	Meijer #203	15400 Waldron Way Big Rapids MI 49307-8890	231-527-0200	Transfer
MYATMAHAR LLC	Meijer #209	12821 Cross Over Dr Dewitt MI 48820-7993	517-669-4600	Transfer
Everest Moe LLC	Meijer #210	730 E Saginaw Hwy Grand Ledge MI 48837-8411	517-669-4600	Transfer

William Tun	Meijer #242	36865 26 Mile Rd Lenox MI 48048-3163	586-716-5800	Transfer
Christine Hehmeh	Meijer #282	1251 M 32 West Alpena MI 49707	989-884-6100	Transfer
Harn Family LLC	Meijer #615 C- Store	2988 Walker Ave NW Grand rapids MI 49544-9424	N/A	Transfer
Harn Family LLC	Meijer #985	2350 3 Mile Rd NW Grand Rapids MI 49544-1305	616-735-7147	Transfer
Harn Family LLC	Meijer #989	2350 3 Mile Rd NW Grand Rapids MI 49544-1305	616-735-7147	Transfer
Van Ram Nuam Sang	Rivertown Market #651	1475 E Jefferson Ave Detroit MI 48207	N/A	Transfer
MINNESOTA				
Na Prayounkham	Byerly's - Burnsville	401 County Road 42 E Suite 2100 Burnsville MN 55306-5706	952-892-5600	Transfer
Gaoyias Paj Her	Byerly's - Eden Prairie 2	970 Prairie Center Dr Suite 2100 Eden Prairie MN 55344-7304	952-934-5520	Transfer
TND Sushi Corp.	Byerly's - Edina	7171 France Ave S Edina MN 55435-4304	952-831-3601	Transfer
Sky Blue LLC	Byerly's - Roseville	1601 County Road C W Roseville MN 55113-1302	651-633-6949	Transfer
Nan Teresa Su	Lund's - Minnetonka	11400 Highway 7 Minnetonka MN 55305-5306	952-935-0198	Transfer
Nan Teresa Su	Lund's - Plymouth	3455 Vicksburg Ln N Plymouth MN 55447-1319	763-268-1624	Transfer
Nay Kaw INC.	Lunds & Byerly's - Excelsior	14400 Excelsior Blvd Minnetonka MN 55345-5820	952-512-7700	Transfer
AnAn's Sushi LLC	Lunds & Byerly's - White Bear Lake	4630 Centerville Rd White Bear Lk MN 55127-2301	N/A	Transfer
MISSOURI				
Gideon Company LLC	Missouri S&T	1346 N Bishop Ave Room 109 Rolla MO 65409	573-341-6471	Transfer
Maung Nyin Soe	Price Chopper #043	1600 SE Blue Pkwy Lees Summit MO 64063-3191	816-875-2310	Transfer
Gideon Company LLC	Rolla Price Chopper	1360 Forum Drive Rolla MO 65401	N/A	Transfer
Duh Lian	Sprouts #721	8383 N Booth Ave Kansas City MO 64158-1319	816-222-0202	Transfer
Krishna Kumar Prajapathi	St. Louis University - Mein Bowl	20 N Grand Blvd Saint Louis MO 63103-2005	314-915-1005	Transfer
Krishna Kumar Prajapathi	St. Louis University - Sushi	20 N Grand Blvd Saint Louis MO 63103-2005	314-915-1005	Transfer

John Thang Pi	Webster University - Sushi	175 Edgar Rd Webster Groves MO 63119-3227	615-460-6000	Transfer
NORTH CAROLINA				
Kizuna Share Inc	001GSO Fresh Market	3712 Lawndale Drive Greensboro NC 27455	336-282-4832	Transfer
Sai Aung	005HVL Fresh Market	223 Greenville Hwy Hendersonville NC 28792	828-698-4682	Transfer
Monica Laypoe	008CRY Fresh Market	3655 SW Cary Parkway Cary NC 27513	919-481-2865	Transfer
BYINPAN FOOD SERVICE INC	009GC Fresh Market	1560 Highwoods Blvd Greensboro NC 27410	336-855-6114	Transfer
Naw Bawk	204SCHAR Fresh Market	10828 Providence Rd Charlotte NC 28277	704-443-0160	Transfer
A Dee	Lowe's Food #179	1581 New Garden Rd Greensboro NC 27410-2726	336-852-1770	Transfer
Ei Kaung LLC	Lowe's Food #236	1020 Mebane Oaks Rd Suite 200 Mebane NC 27302-9679	919-563-0503	Transfer
La Doi Marip	Lowe's Food #245	260 14th Ave NE Suite 200 Hickory NC 28601-2516	828-256-0104	Transfer
Naw Ka Nyaw Paw	Sprouts #542	2810 Freedom Parkway Dr Fayetteville NC 28314-3232	910-748-5985	Transfer
NEW JERSEY				
Ngun San	Sprouts #945	227 Route 73 S., Marlton NJ 8053	N/A	Transfer
Saw Ei Taw	Stop & Shop #0860	4 Union Ave Haskell NJ 07420-1525	N/A	Transfer
Saw Ei Taw	Stop & Shop #0888	1220 Hamburg Turnpike Wayne NJ 7470	N/A	Transfer
Saw Ei Taw	Stop & Shop #2818	25 Kinnelon Rd Butler NJ 07405-2337	N/A	Transfer
NEW MEXICO				
Khai Lam Suan	Sprouts #709	2350 E Lohman Ave, Las Cruces NM 88001-8407	575-680-3680	Transfer
Kham Sian Kim	Sprouts #705	3201 Zafarano Dr Santa Fe NM 87507-2672	505-424-1900	Transfer
Kham Sian Kim	Sprouts #706	199 Paseo de Peralta Santa Fe NM 87501-3010	505-988-1140	Transfer
NEVADA				
Kyung Eun Kuklee	Sprouts #503	635 S Green Valley Pkwy Henderson NV 89052-0404	702-322-2229	Transfer
Kyung Eun Kuklee	Sprouts #504	515 N Stephanie St Henderson NV 89014-6613	702-777-7095	Transfer
Kyung Eun Kuklee	Sprouts #501	3365 E Tropicana Ave Las Vegas NV 89121-7329	702-777-0650	Transfer

NEW YORK				
KTN Sushi, Inc	RIT - Beanz	139 Lomb Memorial Dr Rochester NY 14623-5640	N/A	Transfer
KTN Sushi, Inc	RIT - Bytes	139 Lomb Memorial Dr Rochester NY 14623-5640	N/A	Transfer
KTN Sushi, Inc	RIT - Cafe & Market Crossroad	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411	Transfer
KTN Sushi, Inc	RIT - Global Village Market	6000 Reynolds Dr Rochester NY 14623-5640	585-475-2411	Transfer
KTN Sushi, Inc	RIT - Gracies	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411	Transfer
KTN Sushi, Inc	RIT - Ritz Sports Zone	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411	Transfer
KTN Sushi, Inc	RIT - Sols Underground	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411	Transfer
KTN Sushi, Inc	RIT - The Commons	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411	Transfer
Jan Mai	Stop & Shop #0526	3126 Jericho Tpke East Northport NY 11731-6241	N/A	Transfer
Tina Oo	Stop & Shop #2583	60 Wall St Huntington NY 11743-2065	N/A	Transfer
OHIO				
Sai Kyaw Khine Wan	Earth Fare #605	3939 Everhard Rd NW Canton OH 44709	N/A	Transfer
Shwe Naddy Inc.	Meijer #147	7420 Tylersville Rd West Chester OH 45069	217-353-4000	Transfer
Genki Sushi Inc.	Meijer #211	10055 Olde US 20 Rossford OH 43460-1729	616-365-6068	Transfer
Sai & Sai LLC	Meijer #307	4303 Kent Rd Stow OH 44224-4330	N/A	Transfer
Nang Kham Noon	Meijer #317	247 Tallmadge Rd Kent OH 44240	N/A	Transfer
Maung Maung	Meijer #320	1400 Boardman-Canfield Rd Boardman OH 44512	N/A	Transfer
Naing Sushi LLC	Meijer #321	7701 Broadview Rd Seven Hills OH 44131	N/A	Transfer
GRACE LIN LLC	Miles Farmers Market	28560 Miles Rd, Solon OH 44139	440-248-5222	Transfer
Rot Mon Lay	University Hospitals Cleveland Medical Center	2084 Cornell Rd, Cleveland OH 44106-1716	N/A	Transfer
Rot Mon Lay	University Hospitals W.O. Walker Building	10524 Euclid Ave C Building Cleveland OH 44195	N/A	Transfer

Thang Te	Veterans Canteen Service #541	10701 East Blvd, Cleveland OH 44106-1702	216-421-3011	Transfer
Maung Maung	Youngstown State University - Chop'd & Wrap'd	1 University Plz, Youngstown OH 44555-0001	330-941-3571	Transfer
Maung Maung	Youngstown State University - Christman Dining Commons	1 University Plz Youngstown OH 44555-0001	330-941-3571	Transfer
Maung Maung	Youngstown State University - Cushwa Cafe	1 University Plz Youngstown OH 44555-0001	330-941-3571	Transfer
Maung Maung	Youngstown State University - Kilcawley Center Food Court	1 University Plz Youngstown OH 44555-0001	330-941-3571	Transfer
Maung Maung	Youngstown State University - Maag Cafe	1 University Plz Youngstown OH 44555-0001	330-941-3571	Transfer
Maung Maung	Youngstown State University - Schwebel Cafe	1 University Plz Youngstown OH 44555-0001	330-941-3571	Transfer
Maung Maung	Youngstown State University - Tu Taco	1 University Plz Youngstown OH 44555-0001	330-941-3571	Transfer
OKLAHOMA				
Cin Lian Pau Gin Do Thang	Price Mart	2020 S Main St Sapulpa OK 74066	N/A	Transfer
Ning Ngaih Lun	Sprouts #807	9601 N 133RD East Ave Owasso OK 74055-5681	918-516-6656	Transfer
Lian Sian Piang	Sprouts #809	1105 Garth Brooks Blvd Suite C Yukon OK 73099-4128	405-494-3054	Transfer
Pimpih Sushi LLC	Univ of Central Oklahoma	Nigh University Center Edmond OK 73034	N/A	Transfer
Cing Deih Lian	Veterans Canteen Service #635	921 North East 13th St Oklahoma City OK 73104	405-456-5137	Transfer
PENNSYLVANIA				
ATL International Corp.	Franklin Marshall College - Mein Bowl	600 College Ave Lancaster PA 17603	N/A	Transfer

ATL International Corp.	Franklin Marshall College - Sushi	600 College Ave Lancaster PA 17603	N/A	Transfer
Lakoi LLC	Giant #014	1278 S Market St., Elizabethtown PA 17022-2843	717-367-1943	Transfer
Ru Thae Moo	Giant #018	760 Route 113 PO BOX 7200 Souderton PA 18964-1004	215-703-0580	Transfer
Win Myint Moe	Giant #023	700 Nutt Rd PO BOX 7200 Phoenixville PA 19460-3344	610-917-9086	Transfer
Kham Family LLC	Giant #045	849 W Baltimore Pike West Grove PA 19390-9189	610-345-0183	Transfer
Zupra, LLC	Giant #079	275 Pauline Dr York PA 17402-4639	717-741-5332	Transfer
Sandar Nyo	Giant #112	255 S Spring Garden St Carlisle PA 17013-2565	717-249-2323	Transfer
Joseph Thang	Giant #284	1824 E Ridge Pike Suite 104 Royersford PA 19468-2884	610-831-5450	Transfer
Mung Hau Pau	Giant #291	698 Downingtown Pike PO BOX 7200 West Chester PA 19380-2226	610-430-7150	Transfer
Tartee LLC	Giant #304	4211 Union Deposit Rd PO BOX 7200 Harrisburg PA 17111-2802	717-980-0437	Transfer
Seng Nu Mahka	Giant #306	2130 Palomino Rd Dover PA 17315-3669	717-292-3043	Transfer
Bumsumshi LLC	Giant #310	830 N US 15 PO BOX 7200 Dillsburg PA 17019	N/A	Transfer
Dan Hkawng La	Giant #331	5301 Simpson Ferry Rd Mechanicsburg PA 17050-3544	N/A	Transfer
Kelvin Cho	Giant #335	2651 MacArthur Rd Whitehall PA 18052	N/A	Transfer
Gindai LLC	Giant #422	4320 5TH Street Hwy Temple PA 19560-1740	267-885-0920	Transfer
Wah Wah LLC	Giant #445	1540 Cowpath Rd Hatfield PA 19440-3182	215-361-4190	Transfer
Wah Wah LLC	Giant #472	611 Main St Harleysville PA 19438	N/A	Transfer
Ru Thae Moo	Giant #474	14635 Mount Airy Rd PO BOX 7200 Shrewsbury PA 17361-1433	215-257-8200	Transfer
Zaw Min That Kaew	Giant #477	225 Lancaster Ave Frazer PA 19355	N/A	Transfer
Zaw Min That Kaew	Giant #478	168 Eagleview Blvd Exton PA 19341-3012	610-363-0799	Transfer
Mung Hau Pau	Giant #481	10 E Ridge Pike PO BOX 7200 Conshohocken PA 19428-2117	610-940-2231	Transfer
Jeejeck LLC	Giant #485	789 E Main St Mount Joy PA 17552-9510	717-653-0396	Transfer

Ling Nigh	Giant #501	850 E Main St Ephrata PA 17522-2562	717-733-6334	Transfer
Mi Mah Sein	Giant #504	300 Lincoln Ave East Stroudsburg PA 18301-2815	N/A	Transfer
Saw Maran Tan	Giant #509	737 Huntingdon Pike Huntingdon Valley PA 19006-8362	215-379-5169	Transfer
Ru Thae Moo	Giant #519	4275 County Line Rd Chalfont PA 18914-2212	215-997-2883	Transfer
Sandar Nyo	Giant #542	950 Walnut Bottom Rd PO BOX 7200 Carlisle PA 17015-7636	717-728-2819	Transfer
Lang En Pau	Giant #545	1502 W Chester Pike PO BOX 7200 West Chester PA 19382-7705	610-241-1867	Transfer
Chang Sau Ying	Giant #565	1750 Quentin Rd PO BOX 7200 Lebanon PA 17042-7434	717-272-5584	Transfer
Jeejeck LLC	Giant #566	3985 Columbia Ave Columbia PA 17512	N/A	Transfer
ZarZo Lian	Heirloom Market #6552	1002 N 2nd St Philadelphia PA 19123-1681	N/A	Transfer
ZarZo Lian	Heirloom Market #6552 - HAP	1002 N 2nd St Philadelphia PA 19123-1681	N/A	Transfer
Marcus Chit Kyi	Martin's #288	221 Glimcher Dr Duncansville PA 16635	N/A	Transfer
Marcus Chit Kyi	Martin's #466	1000 Logan Blvd #108 Altoona PA 16602	N/A	Transfer
Kelvin Cho	Moravian College	1125 Monocacy St Bethlehem PA 18018	610-861-1496	Transfer
Aung Seng	Redner's Mkt # 67 Norristown	2850 Audubon Village Dr Norristown PA 19403	484-277-2410	Transfer
Hting Nan Mung Ra	Sprouts #851	2001 Welsh Rd Dresher PA 19025	N/A	Transfer
Joycenu Corp.	Stauffers of Kissel Hill #61	1050 Lititz Pike Lititz PA 17543-9328	717-627-7654	Transfer
Joycenu Corp.	Stauffers of Kissel Hill #71	945 E Main St Mount Joy PA 17552	N/A	Transfer
Thla Bawi	Veterans Canteen Service #642	3900 Woodland Ave Building 25 Philadelphia PA 19104-4551	215-823-5107	Transfer
RHODE ISLAND				
Maung Maung San	Stop & Shop #0739	575 Greenwich Ave 7th Floor Warwick RI 02886-1814	N/A	Transfer
SOUTH CAROLINA				
Golden Myanmar LLC	014SPA Fresh Market	1200 East Main Street Spartanburg SC 29307	864-573-6527	Transfer

Nei Par Ngun	Earth Fare #220	3312B Devine St Columbia SC 29205	N/A	Transfer
Tluang Lian Ce	Earth Fare #257	2351 Len Patterson Rd Fort Mill SC 29708	N/A	Transfer
Steven Thang	Lowe's Food #272	4711 Forest Dr Columbia SC 29206-3125	N/A	Transfer
Nai Ko Ko Aung	S. Carolina State University - Mein Bowl	300 College Ave Orangeburg SC 29115-4427	803-536-7000	Transfer
Nai Ko Ko Aung	S. Carolina State University - Sushi	300 College Ave Orangeburg SC 29115-4427	803-536-7000	Transfer
TENNESSEE				
Jahpa Lu NGan	194MEMID Fresh Market	2145 Union Ave Ste 110 Memphis TN 38104	901-726-5263	Transfer
Etsu Mein Bowl LLC	East Tennessee State University - Mein Bowl	1276 Gilbreath Dr Johnson City TN 37614-6503	N/A	Transfer
Min Khaing	Veterans Canteen Service #621	69 Dogwood Avenue, Bldg. 202 Mountain Home TN 37604	423-926-1171	Transfer
TEXAS				
Hniar Khen Cer	Sprouts #104	220 Randol Mill Ave Southlake TX 76092-6807	682-223-5805	Transfer
Sung Zi Lian	Sprouts #105	5190 Preston Rd Frisco TX 75034-7423	972-464-5776	Transfer
Thinzar Family Inc	Sprouts #110	110 Interstate Hwy 35 N Suite 111 Round Rock TX 78681	N/A	Transfer
Ram Tiam Canaan, LLC	Sprouts #130	22506 Tomball Pkwy Houston TX 77070-1531	832-698-0004	Transfer
Ja Mai	Sprouts #133	11940 Westheimer Rd Houston TX 77077-6604	281-582-6794	Transfer
Hniar Khen Cer	Sprouts #134	2003 S Main St Keller TX 76248- 5122	817-380-7024	Transfer
Mun Mung	Sprouts #136	195 Yale St Houston TX 77007- 3746	713-395-4590	Transfer
Ram Tiam Canaan, LLC	Sprouts #139	20708 Kuykendahl Rd Spring TX 77379-3535	832-764-5424	Transfer
Hniar Khen Cer	Sprouts #142	316 Grapevine Hwy Hurst TX 76054-2429	682-325-5977	Transfer
Lawt Awng	Sprouts #144	6300 Waverly Way Fort Worth TX 76116-5519	682-747-5456	Transfer
Ngun Sang	Sprouts #147	1265 W Exchange Pkwy Allen TX 75013-7112	972-521-0057	Transfer
Sai Zi	Sprouts #148	4930 Teasley Ln Denton TX 76210-3801	940-999-2263	Transfer

Ja Mai	Sprouts #152	13550 University Blvd Sugar Land TX 77479-4920	281-201-3470	Transfer
Visit Hkawng	Target #1066	121 Louis Henna Blvd Round Rock TX 78664	N/A	Transfer
Ral Ting	Target #1430	601 S Plano Rd Richardson TX 75081-4512	N/A	Transfer
Ral Ting	Target #1489	5301 N Garland Ave Garland TX 75040-2716	N/A	Transfer
Sui Za Kai	Target #1514	8532 Davis Blvd North Richland Hills TX 76182-8300	N/A	Transfer
Sui Za Kai	Target #1765	8000 Denton Hwy Watauga TX 76148-2464	N/A	Transfer
Thla Thang	Target #1770	5700 Overton Ridge Blvd Fort Worth TX 76132-3220	N/A	Transfer
Biak Tin Hnem	Target #2142	8900 State Highway 121 Mckinney TX 75070-2917	N/A	Transfer
Ral Ting	Target #2234	4701 Lakeview Pkwy Rowlett TX 75088	N/A	Transfer
Visit Hkawng	Target #2342	1101 C Bar Ranch Cedar Park TX 78613	N/A	Transfer
Visit Hkawng	Target #2495	18700 Limestone Commercial Dr Pflugerville TX 78660	N/A	Transfer
Biak Tin Hnem	Target #2516	150 E Stacy Rd Allen TX 75002-8756	N/A	Transfer
Ni Bor Sung	University of Texas at El Paso - Mein Bowl	500 W University Ave El Paso TX 79902-5802	915-747-5000	Transfer
Ni Bor Sung	University of Texas at El Paso - Sushi	500 W University Ave El Paso TX 79902-5802	915-747-5000	Transfer
Richard Tun Hlaing	Veterans Canteen Service #671	7400 Merton Minter St San Antonio TX 78229-4404	210-617-5300	Transfer
VIRGINIA				
Sushi Paradise, LLC	Giant Food #0233	7235 Arlington Blvd Falls Church VA 22042-3219	N/A	Transfer
Sushi Paradise, LLC	Giant Food #0249	6980 Braddock Rd Annandale VA 22003	N/A	Transfer
Htu San Lahpai	Giant Food #0251	1900 Abbey Rd Charlottesville VA 22911-3543	N/A	Transfer
Chawia Hranleh	Giant Food #0747	1459 North Point Dr Reston VA 20194	N/A	Transfer
Chawia Hranleh	Giant Food #0775	13330 Franklin Farm Rd Herndon VA 20171-4036	N/A	Transfer
Sushi Paradise, LLC	Giant Food #2745	6364A Springfield Plaza Springfield VA 22150	N/A	Transfer

William Dawt Sang	Giant Food #2747	6200 Little River Tpke, Alexandria VA 22312-1700	N/A	Transfer
Khamti Inc.	Henrico Doctors' Hospital - Forest Campus	1602 Skipwith Rd., Richmond VA 23229-5205	804-289-4500	Transfer
Khamti Inc.	Parham Doctors' Hospital	7700 E Parham Rd Richmond VA 23294-4301	804-747-5600	Transfer
WISCONSIN				
Ngun Tling Thang	Festival Foods #2704	595 S Taylor Dr Sheboygan WI 53081-4234	920-694-6260	Transfer
Hsar Shee	Festival Foods #2714	1613 N Central Ave Marshfield WI 54449-1550	715-384-8866	Transfer
Nai Chan Htaw	Festival Foods #2720	2500 State Rd La Crosse WI 54601-5098	262-694-7200	Transfer
Hmunsang Uk	Festival Foods #2728	25300 75th St Salem WI 53168-9684	N/A	Transfer
Kee Phe	Festival Foods #2731	2915 New Pinery Rd Portage WI 53901-9226	N/A	Transfer
Ram Lian Thang Biak Kung	Meijer #299	2180 S Main St West Bend WI 53095-5754	262-334-8500	Transfer
Chan Za Mang	Sendik's Fine Foods Inc	18985 W Capitol Dr Brookfield WI 53045-2704	262-781-8200	Transfer
Thomas Lian	Sentry Foods - West	7455 Mineral Point Rd Madison WI 53717-1703	608-829-3500	Transfer
Saw Ray Ray	Trig's Eagle River	925 E Wall St Eagle River WI 54521	715-479-6411	Transfer
SKYBLUE	Woodman 001	2819 N Lexington Drive Janesville WI 53545	608-754-3373	Transfer
Ngwe Zin	Woodman 031	1099 South Grand Avenue Sun Prairie WI 53590	608-825-1511	Transfer
WEST VIRGINIA				
Goon Du Pha Ga	Martin's #560	1317 Old Courthouse Dr Martinsburg WV 25404	N/A	Transfer
Goon Du Pha Ga	Martin's #107	901 Foxcroft Ave Martinsburg WV 25401	N/A	Transfer

**EXHIBIT C-4 TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISE AGREEMENT SIGNED BUT OUTLET NOT YET OPEN
AS OF DECEMBER 31, 2022**

FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT YET OPEN (58 Total)		
Franchisee Name	Food Retail Unit Address	Telephone No.
Aye Nandar Aung	8770 Washington Blvd Culver City CA 90232	N/A
Aye Nandar Aung	1525 Broadway Santa Monica CA 90404	N/A
Ohnmar Kyi	16576 Golden Valley Parkway Lathrop CA 95330-7802	N/A
Siu Va Chuong	11522 Alondra Blvd Norwalk CA 90650-6302	N/A
Zar Zar Hlaing Ei	5308 Pacific Ave, Ste. #1040 Stockton CA 95207-5650	N/A
Ei Theint Theint Lwin	171 E Yosemite Ave Merced CA 95340-9194	N/A
Bawi Tha Hnem	6801 Roosevelt Blvd Jacksonville FL 32212	N/A
Cindy Smart	3101 Navy Federal Way Pensacola FL 32526	N/A
Zan Magha Ra	1900 E College Ave. Normal IL 61761	N/A
SheWang LLC	2700 Route 34 Oswego IL 60543	N/A
Hrang Za Pum	3649 N. Vermilion Street Danville IL 61832	N/A
Thawng Lian Thang	9200 S. Western Ave Evergreen Park IL 60805	N/A
Thawng Lian Thang	15701 71st Ct Orland Park IL 60462	N/A
Ah Sin Dakham	13521 S Route 59 Plainfield IL 60544	N/A
Korin Thang	2301 E Markland Ave Kokomo IN 46901	N/A
Sang Za Hmung	3610 S Bremen Highway Mishawaka IN 46544	N/A
Matu Thang LLC	10509 Heartland Blvd. Camby IN 43116	N/A
Sang Za Hmung	4522 Elkhart Road Goshen IN 46526	N/A
Kay Khine Min Soe	1919 West Cook Road Fort Wayne IN 46818	N/A
Sai Kham Mon	2750 Allison Lane Jeffersonville IN 47130	N/A
Thein Than Aung	1200 US-30 Warsaw IN 46580	N/A
Naomi Pardawh	4990 Houston Road Florence KY 41042	N/A
Naomi Pardawh	5400 Alexandria Pike Cold Spring KY 41076	N/A
Zaw Ti Ka	2155 Paul Jones Way Lexington KY 40509	N/A
Zaw Ti Ka	351 Meijer Way Lexington KY 40503	N/A
Tongbung Family LLC	1649 Crofton Center Crofton MD 21114	N/A
Saw Pum Lian	45 Center Dr Bethesda MD 20894	N/A
Saw Pum Lian	NIH Building 1 Bethesda MD 20814	N/A
Saw Pum Lian	31 Center Dr Bethesda MD 20894	N/A
Saw Pum Lian	35 Convent Dr Bethesda MD 20892	N/A
Patrick Sang Za Lian	1167 E Clinton Tail Charlotte MI 48813	N/A
David Lal Eng Kim	800 S US Highway 131 Three Rivers MI 49093	N/A

Naw Mi	620 E Chicago Road Coldwater MI 49036	N/A
Van Duh Hnem	800 Brown Rd Auburn Hills MI 48326-1309	248-393-5100
Khine Khine Kyaw	6300 Havelock Ave Lincoln NE 68507	N/A
Khine Khine Kyaw	5460 S 56th Street Lincoln NE 68516	N/A
Boi Cung Nung	8870 Columbus Pike Lewis Center OH 43035	N/A
Dawt Kam	3651 Towne Blvd Franklin OH 45005	N/A
Aung Corp.	6325 S. Gilmore Road Fairfield OH 45014	N/A
Lai Ram Ceu	7150 Executive Blvd Huber Heights OH 45424	N/A
Lai Ram Ceu	1500 Hillcrest Avenue Springfield OH 45504	N/A
Kaung Htet LLC	4075 Wilmington Pike Kettering OH 45440	N/A
Kaung Htet LLC	3911 W State Route 22 Loveland OH 45140	N/A
Khen Tual Khup	1624 N 3rd St Langely OK 74350	N/A
Bless Sushi LLC	3926 Linden St Bethlehem PA 18020	N/A
Yuyu Sint Aung	1150 Douglas Pike Smithfield RI 02917-1291	N/A
Ohn Youn Htunt	5821 Nolensville Pike Nashville TN 37211 - 6808	N/A
Au Ra Tang Lahpai	17795 Dallas Parkway Dallas TX 75287-7316	N/A
La Ja Phaga	409 North McNeil Rd Berryville VA 22611	N/A
Saw Chit Oo Maung	3300 Gallows Rd Falls Church VA 22042	N/A
Saw Chit Oo Maung	4320 Seminary Rd Alexandria VA 22304	N/A
Saw Chit Oo Maung	2501 Parkers Lane Alexandria VA 22306	N/A
Min Oo Kyaw	44045 Riverside Parkway Leesburg VA 20176	N/A
Min Oo Kyaw	3600 Joseph Siewick Drive Fairfax VA 22033	N/A
Marcy Mawi	10346 Courthouse Road Spotsylvania VA 22553	N/A
Khine Nwe Oo	7575 Linton Hall Rd Gainesville VA 20155	N/A
Ben Ratanajitta	147 W Wisconsin St Seymour WI 54165	N/A
Min Pyae Yadanar Hein	1221 Whipple St EAU Claire WI 54703	N/A

EXHIBIT D – FINANCIAL STATEMENTS
Hissho International, LLC
Franchise Disclosure Document

HISSHO INTERNATIONAL, LLC

FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2022 and 2021

And Report of Independent Auditor

HISSHO INTERNATIONAL, LLC
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Report of Independent Auditor

To the Board of Directors
Hissho International, LLC
Charlotte, North Carolina

Opinion

We have audited the accompanying financial statements of Hissho International, LLC (the “Company”), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income and member’s equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditor’s Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Hissho International, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 7 to the financial statements, the Company changed its method of accounting for leases as of January 1, 2022, due to the adoption of Accounting Standards Update 2016-02, *Leases (Topic 842)*, as amended. The opinion is not modified with respect to this matter.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Cherry Bekaert LLP

Charlotte, North Carolina
April 17, 2023

HISSHO INTERNATIONAL, LLC
BALANCE SHEETS

DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Current Assets:		
Cash	\$ 99,032	\$ 1,099,768
Accounts receivable, related party, current	142,036	1,671,034
Total Current Assets	<u>241,068</u>	<u>2,770,802</u>
Other Assets:		
Accounts receivable, related party, noncurrent	57,185,533	37,298,060
Operating lease right-of-use asset	255,244	-
Total Other Assets	<u>57,440,777</u>	<u>37,298,060</u>
Total Assets	<u><u>\$ 57,681,845</u></u>	<u><u>\$ 40,068,862</u></u>
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Accrued liabilities	\$ 607,907	\$ 2,617,918
Current portion of operating lease liability	115,444	-
Total Current Liabilities	723,351	2,617,918
Operating lease liability, net of current portion	148,988	-
Total Liabilities	872,339	2,617,918
Member's Equity	56,809,506	37,450,944
Total Liabilities and Member's Equity	<u><u>\$ 57,681,845</u></u>	<u><u>\$ 40,068,862</u></u>

The accompanying notes to the financial statements are an integral part of these statements.

HISSHO INTERNATIONAL, LLC
STATEMENTS OF INCOME AND MEMBER'S EQUITY

YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Revenue:		
Franchisee fees	\$ 4,699,504	\$ 3,697,298
Commissions income	23,515,072	12,627,676
Administrative fees	<u>1,370,492</u>	<u>1,154,824</u>
Total Revenue	29,585,068	17,479,798
 Operating expenses	 <u>10,226,506</u>	 <u>9,527,810</u>
 Income from Operations	 <u>19,358,562</u>	 <u>7,951,988</u>
 Other Income:		
Cancellation of debt income related to Paycheck Protection Program Loan	 <u>-</u>	 <u>1,004,000</u>
 Net income	 19,358,562	 8,955,988
Member's equity, beginning of year	<u>37,450,944</u>	<u>28,494,956</u>
Member's equity, end of year	<u>\$ 56,809,506</u>	<u>\$ 37,450,944</u>

The accompanying notes to the financial statements are an integral part of these statements.

HISSHO INTERNATIONAL, LLC
STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Net income	\$ 19,358,562	\$ 8,955,988
Adjustments to reconcile net income to net cash flows from operating activities:		
Cancellation of debt income from PPP Loan	-	(1,004,000)
Noncash lease expense	9,188	-
Change in operating assets and liabilities:		
Other receivables	-	97,942
Accounts receivable, related party	(18,358,475)	(10,222,749)
Accrued liabilities	(2,010,011)	2,172,671
Net cash flows from operating activities	<u>(1,000,736)</u>	<u>(148)</u>
Net change in cash	(1,000,736)	(148)
Cash, beginning of year	1,099,768	1,099,916
Cash, end of year	<u>\$ 99,032</u>	<u>\$ 1,099,768</u>
Supplemental schedule of noncash investing and financing activities:		
Long-term debt proceeds from related party (Note 6)	<u>\$ -</u>	<u>\$ 1,004,000</u>
Right-of-use asset obtained in exchange for lease liability	<u>\$ 363,512</u>	<u>\$ -</u>

The accompanying notes to the financial statements are an integral part of these statements.

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 1—Nature of operations and summary of significant accounting policies

Organization and Business Activity – Hissho International, LLC (the “Company”) was organized in the state of North Carolina on July 12, 2013. Effective April 6, 2017, the Company had a change in ownership and became organized under Delaware law as a result of re-domesticating its limited liability company (“LLC”) charter. Effective May 18, 2022, the Company had a change in ownership and as of December 31, 2022, the Company has elected not to apply push-down accounting of its parent’s basis as a result of the business combination that occurred within the Company’s parent. The Company is engaged in the sale of sushi and Asian food bar franchises located in retail outlets. The Company offers products and services throughout the United States. As an LLC, the member’s liability is limited to its investment.

Use of Estimates – The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents – The Company considers all highly liquid investments with a maturity of three months or less, when purchased, to be cash equivalents.

Accounts Receivable – Accounts receivable are derived from an entity under common ownership for cash collected on its behalf for franchisee fees, commission income, and administrative fees, net of management fees incurred. The accounts receivable are unsecured and payable on demand.

Revenue Recognition – The Company franchises Hissho Sushi stores. Revenue is recognized upon the transfer of control of promised goods or services to customers in an amount that reflects the consideration the Company expects to receive for those goods or services.

The following are the principal activities from which the Company earns revenue:

Commissions and Administrative Revenues – The Company recognizes commission income as a percentage of retail sales of food and beverages through franchise stores located in the United States. Administrative fees are charged to franchise stores as incurred (usage-based). Commission and administrative revenue are recognized monthly as earned based on the provisions of the franchise agreement. Customer payments are generally collected at the time of sale by a related party. Sales taxes collected from customers are remitted to the appropriate taxing authority and are not recognized as revenue. Payments for administrative fees are due and collected by a related party within 30 days after month-end.

Franchise Revenues – The franchise arrangement between the Company and each franchise owner of a Hissho Sushi store is documented in the form of a franchise agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the Hissho Sushi brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. All material activities, with the exception of pre-opening activities, performed by the Company are highly interrelated with the franchise license and are considered to represent a single performance obligation, which is the transfer of the franchise license. The nature of the Company’s promise in granting the franchise license is to provide the franchise owner with access to the brand’s intellectual property over the term of the franchise arrangement. The pre-opening activities are considered distinct in nature and, therefore, represent a performance obligation.

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 1—Nature of operations and summary of significant accounting policies (continued)

The following are the principal activities from which the Company earns revenue (continued):

The most significant items associated with the transaction price in a standard franchise arrangement consist of continuing franchise fees (royalties), advisory and consulting fees, pre-closing fees, and training fees. The value of each performance obligation is the stand-alone selling price detailed in each franchise agreement. These are considered the transaction price for the identified performance obligation.

The timing of revenue recognition may differ from the timing of payment from customers. A related party to the Company records a receivable when revenue is recognized in advance of payment, and a contract liability (“unearned revenue”) when revenue is recognized subsequent to payment. Unearned revenue consists mainly of franchise and training fees paid in advance. A liability is recorded when it is known that an amount previously received will be refunded. The Company does not incur a significant amount of contract acquisition costs in conducting its franchising activities and has not capitalized any such costs.

Income Taxes – The Company, with the consent of its member, has elected to be taxed as a partnership. In lieu of corporate federal income taxes, the member of the Company is taxed on its proportional share of the Company’s taxable income. Accordingly, no provision for income taxes is reflected in the financial statements. Management has evaluated the tax positions of the Company that could have a significant impact on the financial statements of the Company pursuant to the guidance provided by U.S. GAAP.

The Company follows the Financial Accounting Standards Board guidance on Accounting for Uncertainty in Income Taxes. The Company’s policy is to record a liability for any tax position taken that is beneficial to the Company, including any related interest and penalties, when it is more likely than not the position taken by management with respect to a transaction or class of transactions will be overturned by a taxing authority upon examination.

Accounting Pronouncements Recently Adopted - In February 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-02, *Leases (Topic 842)*, which supersedes existing guidance for accounting for leases under Topic 840, Leases. The FASB also subsequently issued additional ASUs which amend and clarify Topic 842. The most significant change in the new leasing guidance is the requirement to recognize right-to-use (“ROU”) assets and lease liabilities for operating leases on the balance sheet.

The Company adopted these ASUs effective January 1, 2022 using the modified retrospective approach. As a result of adopting these ASUs, the Company recorded ROU assets and lease liabilities of \$363,512. Adoption of the new standard did not materially impact the Company’s change in net assets and had no impact on cash flows.

Note 2—Concentrations of credit risk

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents.

The Company places its cash and cash equivalents on deposit with financial institutions in the United States of America. The Federal Deposit Insurance Corporation covers \$250,000 for substantially all depository accounts. The Company from time to time may have amounts on deposit in excess of the insured limits.

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 3—Related party transactions

The Company incurs management fee expense from an entity under common ownership for certain operating expenses. These management fees of \$10,226,506 and \$9,527,810 for the years ended December 31, 2022 and 2021, respectively, are included in operating expenses on the accompanying statements of income and member's equity.

The Company has a receivable from an entity under common ownership for cash collected on its behalf for franchisee fees, commission income, and administrative fees, net of management fees incurred. The related party receivable totaled \$57,327,569 and \$38,969,094 as of December 31, 2022 and 2021, respectively.

Note 4—Franchise revenue

The Company recognized franchise revenue totaling \$4,699,504 and \$3,697,298, which is included in revenue on the accompanying statements of income and member's equity for the years ended December 31, 2022 and 2021, respectively.

Note 5—Summary of franchise outlets

Following is a summary of changes in the number of franchise outlets during the years ended December 31:

	<u>2022</u>	<u>2021</u>
In operation, beginning of year	1,852	1,704
Acquired via business combination	-	248
Transferred during the year	88	12
New franchises sold during the year	164	169
Franchises closed during the year	<u>(46)</u>	<u>(281)</u>
In operation, end of year	<u>2,058</u>	<u>1,852</u>

Note 6—Long-term debt

During the year ended December 31, 2020, the Company received a loan under the Paycheck Protection Program ("PPP") for a total amount of \$1,004,000 maturing in April 2022. The PPP loan bears interest at an annual rate of 1% per annum and may be prepaid by the Company at any time prior to maturity with no prepayment penalties. Terms call for payments of principal and interest based on level amortization beginning after the deferment period ends.

The intent and purpose of the PPP was to support companies, during the coronavirus (COVID-19) pandemic, by providing funds for certain specified business expenses, with a focus on payroll. Under the terms of the PPP, certain amounts of the loan were eligible to be forgiven if they were used for qualifying expenses as described in the CARES Act. The Company used the entire loan amounts for qualifying expenses and utilized a 24-week covered period for forgiveness consideration.

The Company applied for forgiveness with the SBA, and the PPP loan was forgiven in full on September 8, 2021. The Company recorded \$1,004,000 of cancellation of debt income as shown in the statements of income and member's equity as other income. Interest and principal payments were deferred through the date the SBA remitted the borrower's loan forgiveness to the lender.

HISSHO INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 7—Leases

The Company leases concession space. The Company determines whether a contract contains a lease at inception by determining if the contract conveys the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration.

ROU assets and lease liabilities are recognized at the commencement date based on the present value of the future minimum lease payments over the lease term. Renewal and termination clauses that are factored into the determination of the lease term if it is reasonably certain that these options would be exercised by the Company. Lease assets are amortized over the lease term unless there is a transfer of title or purchase option reasonably certain of exercise, in which case the asset life is used. In order to determine the present value of lease payments, the Company uses the implicit rate when it is readily determinable. As the Company's lease does not provide an implicit rate, management elected to use the risk-free rate to determine the present value of lease payments.

The Company's lease agreements do not contain any material residual value guarantee or material restrictive covenants. The Company does not have a lease where it is involved with the construction or design of an underlying asset. The Company has no material obligation for leases signed but not yet commenced as of December 31, 2022. The Company does not have any material sublease activities.

Practical Expedients Elected

- The Company elected the three transition practical expedients that permit an entity to (a) not reassess whether expired or existing contracts contain leases, (b) not reassess lease classification for existing or expired leases, and (c) not consider whether previously capitalized initial direct costs would be appropriate under the new standard.
- The Company has elected the practical expedient not to recognize leases with terms of 12 months or less on the balance sheet and instead recognize the lease payments on a straight-line basis over the term of the lease and variable lease payments in the period in which the obligation for the payments is incurred. Therefore, short-term lease expense for the period does not reflect ongoing short-term lease commitments. Lease expense for such short-term leases was not material for the year ended December 31, 2022.

Future minimum lease payments are as follows:

<u>Years Ending December 31,</u>	<u>2022</u>
2023	\$ 121,172
2024	121,172
2025	30,294
Total undiscounted cash flows	272,638
Less present value discount	(8,206)
Total lease liabilities	<u>\$ 264,432</u>

Operating lease expense amounted to \$117,089 and \$123,691 for the years ended December 31, 2022 and 2021, respectively. Variable lease expense amounted to \$38,100 and \$31,639 for the years ended December 31, 2022 and 2021, respectively. Weighted-average discount rate for operating leases is 2.84%. Weighted-average remaining lease term in years for operating leases is 2.25.

HISSHO INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

Note 8—Subsequent events

The Company has evaluated subsequent events through April 17, 2023 in connection with the preparation of these financial statements, which is the date these financial statements were available to be issued.

HISSHO INTERNATIONAL, LLC

FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2021 and 2020

And Report of Independent Auditor

HISSHO INTERNATIONAL, LLC

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Report of Independent Auditor

To the Board of Directors
Hissho International, LLC
Charlotte, North Carolina

Opinion

We have audited the accompanying financial statements of Hissho International, LLC (the “Company”), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and member’s equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditor’s Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Hissho International, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Cherry BeKaert LLP

Charlotte, North Carolina
May 6, 2022

HISSHO INTERNATIONAL, LLC
BALANCE SHEETS

DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current Assets:		
Cash	\$ 1,099,768	\$ 1,099,916
Other receivables	-	97,942
Accounts receivable, related party, current	1,671,034	114,026
Total Current Assets	<u>2,770,802</u>	<u>1,311,884</u>
Other Assets:		
Accounts receivable, related party, noncurrent	37,298,060	28,632,319
Total Other Assets	<u>37,298,060</u>	<u>28,632,319</u>
Total Assets	<u>\$ 40,068,862</u>	<u>\$ 29,944,203</u>
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Accrued liabilities	\$ 2,617,918	\$ 445,247
Current portion of long-term debt	-	407,427
Total Current Liabilities	<u>2,617,918</u>	<u>852,674</u>
Long-term debt, noncurrent	-	596,573
Total Liabilities	<u>2,617,918</u>	<u>1,449,247</u>
Member's Equity	<u>37,450,944</u>	<u>28,494,956</u>
Total Liabilities and Member's Equity	<u>\$ 40,068,862</u>	<u>\$ 29,944,203</u>

HISSHO INTERNATIONAL, LLC
STATEMENTS OF INCOME AND MEMBER'S EQUITY

YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Revenue:		
Franchisee fees	\$ 3,697,298	\$ 3,138,565
Commissions income	12,627,676	8,192,483
Administrative fees	<u>1,154,824</u>	<u>1,189,542</u>
Total Revenue	17,479,798	12,520,590
Operating expenses	<u>9,527,810</u>	<u>7,140,411</u>
Income from Operations	<u>7,951,988</u>	<u>5,380,179</u>
Other Income:		
Cancellation of debt income related to Paycheck Protection Program Loan	<u>1,004,000</u>	<u>-</u>
Net income	8,955,988	5,380,179
Member's equity, beginning of year	<u>28,494,956</u>	<u>23,114,777</u>
Member's equity, end of year	<u>\$ 37,450,944</u>	<u>\$ 28,494,956</u>

HISSHO INTERNATIONAL, LLC
STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Net income	\$ 8,955,988	\$ 5,380,179
Adjustments to reconcile net income to net cash flows from operating activities:		
Cancellation of debt income from PPP Loan	(1,004,000)	-
Change in operating assets and liabilities:		
Other receivables	97,942	(97,942)
Accounts receivable, related party	(10,222,749)	(5,303,915)
Accrued liabilities	2,172,671	120,831
Net cash flows from operating activities	<u>(148)</u>	<u>99,153</u>
Net change in cash	(148)	99,153
Cash, beginning of year	1,099,916	1,000,763
Cash, end of year	<u>\$ 1,099,768</u>	<u>\$ 1,099,916</u>
Supplemental schedule of noncash investing and financing activities:		
Long-term debt proceeds from related party (Note 3)	<u>\$ -</u>	<u>\$ 1,004,000</u>

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 1—Nature of operations and summary of significant accounting policies

Organization and Business Activity – Hissho International, LLC (the “Company”) was organized in the state of North Carolina on July 12, 2013. Effective April 6, 2017, the Company had a change in ownership and became organized under Delaware law as a result of re-domesticating its limited liability company (“LLC”) charter. The Company is engaged in the sale of sushi and Asian food bar franchises located in retail outlets. The Company offers products and services throughout the United States. As an LLC, the member’s liability is limited to its investment.

Use of Estimates – The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition – The Company franchises Hissho Sushi stores. Revenue is recognized upon the transfer of control of promised goods or services to customers in an amount that reflects the consideration the Company expects to receive for those goods or services. The following are the principal activities from which the Company earns revenue:

Commissions and Administrative Revenues – The Company recognizes commission income as a percentage of retail sales of food and beverages through franchise stores located in the United States. Administrative fees are charged to franchise stores as incurred (usage-based). Commission and administrative revenue are recognized monthly as earned based on the provisions of the franchise agreement. Customer payments are generally collected at the time of sale by a related party. Sales taxes collected from customers are remitted to the appropriate taxing authority and are not recognized as revenue. Payments for administrative fees are due and collected by a related party within 30 days after month-end.

Franchise Revenues – The franchise arrangement between the Company and each franchise owner of a Hissho Sushi store is documented in the form of a franchise agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the Hissho Sushi brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. All material activities, with the exception of pre-closing activities, performed by the Company are highly interrelated with the franchise license and are considered to represent a single performance obligation, which is the transfer of the franchise license. The nature of the Company’s promise in granting the franchise license is to provide the franchise owner with access to the brand’s intellectual property over the term of the franchise arrangement. The pre-closing activities are considered distinct in nature and therefore represent a performance obligation.

The most significant items associated with the transaction price in a standard franchise arrangement consist of continuing franchise fees (royalties), advisory and consulting fees, pre-closing fees, and training fees. The value of each performance obligation is the stand-alone selling price detailed in each franchise agreement. These are considered the transaction price for the identified performance obligations.

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 1—Nature of operations and summary of significant accounting policies (continued)

The timing of revenue recognition may differ from the timing of payment from customers. A related party to the Company records a receivable when revenue is recognized in advance of payment, and a contract liability (“unearned revenue”) when revenue is recognized subsequent to payment. Unearned revenue consists mainly of franchise and training fees paid in advance. A liability is recorded when it is known that an amount previously received will be refunded. The Company does not incur a significant amount of contract acquisition costs in conducting its franchising activities and has not capitalized any such costs.

Income Taxes – The Company, with the consent of its member, has elected to be taxed as a partnership. In lieu of corporate federal income taxes, the member of the Company is taxed on its proportional share of the Company’s taxable income. Accordingly, no provision for income taxes is reflected in the financial statements. Management has evaluated the tax positions of the Company that could have a significant impact on the financial statements of the Company pursuant to the guidance provided by U.S. GAAP.

The Company follows the Financial Accounting Standards Board guidance on Accounting for Uncertainty in Income Taxes. The Company’s policy is to record a liability for any tax position taken that is beneficial to the Company, including any related interest and penalties, when it is more likely than not the position taken by management with respect to a transaction or class of transactions will be overturned by a taxing authority upon examination.

Other Receivables – The Company had approximately \$98,000 of insurance claim reimbursements which have been recorded as other receivables in the balance sheet as of December 31, 2020.

Note 2—Concentrations of credit risk

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents.

The Company places its cash and cash equivalents on deposit with financial institutions in the United States of America. The Federal Deposit Insurance Corporation covers \$250,000 for substantially all depository accounts. The Company from time to time may have amounts on deposit in excess of the insured limits.

Note 3—Related party transactions

The Company incurs management fee expense from an entity under common ownership for certain operating expenses. These management fees of \$9,527,810 and \$7,140,411 for the years ended December 31, 2021 and 2020, respectively, are included in operating expenses on the accompanying statements of income and member’s equity.

The Company has a receivable from an entity under common ownership for cash collected on its behalf for franchisee fees and commission income, net of management fees incurred. The related party receivable totaled \$38,969,094 and \$28,746,345 as of December 31, 2021 and 2020, respectively. For the year ended December 31, 2020, the related party receivable balance is netted with proceeds of the loan received under the Paycheck Protection Program (“PPP”) by the Company for an amount of \$1,004,000, which was established under the Coronavirus Aid, Relief, and Economic Safety (“CARES”) Act and administered by the Small Business Administration (“SBA”). The proceeds from the PPP loan were shown net within accounts receivable, related party.

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 4—Franchise revenue

The Company recognized franchise revenue totaling \$3,697,298 and \$3,138,565, which is included in revenue on the accompanying statements of income and member's equity for the years ended December 31, 2021 and 2020, respectively.

Note 5—Summary of franchise outlets

Following is a summary of changes in the number of franchise outlets during the years ended December 31:

	<u>2021</u>	<u>2020</u>
In operation, beginning of year	1,704	1,468
Acquired via business combination	248	-
Transferred during the year	12	158
New franchises sold during the year	169	177
Franchises closed during the year	(281)	(99)
In operation, end of year	<u>1,852</u>	<u>1,704</u>

Note 6—Long-term debt

During the year ended December 31, 2020, the Company received a loan under the PPP for a total amount of \$1,004,000 maturing in April 2022. The PPP loan bears interest at an annual rate of 1% per annum and may be prepaid by the Company at any time prior to maturity with no prepayment penalties. Terms call for payments of principal and interest based on level amortization beginning after the deferment period ends.

The intent and purpose of the PPP was to support companies, during the coronavirus (COVID-19) pandemic, by providing funds for certain specified business expenses, with a focus on payroll. Under the terms of the PPP, certain amounts of the loan were eligible to be forgiven if they were used for qualifying expenses as described in the CARES Act. The Company used the entire loan amounts for qualifying expenses and utilized a 24-week covered period for forgiveness consideration.

The Company applied for forgiveness with the SBA, and the PPP loan was forgiven in full on September 8, 2021. The Company recorded \$1,004,000 of cancellation of debt income as shown in the statements of income and member's equity as other income. Interest and principal payments were deferred through the date the SBA remitted the borrower's loan forgiveness to the lender.

Note 7—Subsequent events

In April 2022, the Company executed a letter of intent to be acquired by an interested third party. The ultimate disposition of the purchaser's intent is uncertain and the transaction may or may not occur.

The Company has evaluated subsequent events through May 6, 2022 in connection with the preparation of these financial statements, which is the date these financial statements were available to be issued.

EXHIBIT E - FRANCHISE AGREEMENT AND RELATED ATTACHMENTS
Hissho International, LLC
Franchise Disclosure Document



HISSHO INTERNATIONAL, LLC

FRANCHISE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____,

BY AND BETWEEN:

HISSHO INTERNATIONAL, LLC ("Franchisor")

AND

_____ **("Franchisee")**

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ATTACHMENTS

- A. Site Selection/Location & Type of Food Retail Unit(s) defined
- B. Guaranty
- C. Franchisee Direct Deposit Banking Authorization form
- D. Equipment Lease and Software License Agreement
- E. Nondisclosure Agreement
- F. Nondisclosure and Non-Competition Agreement

HISSHO INTERNATIONAL FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between, **HISSHO INTERNATIONAL, LLC**, a Delaware limited liability company, with its principal place of business located at 11949 Steele Creek Road, Charlotte, NC 28273 ("Franchisor"), and _____, a corporation/limited liability company established in the State of _____, with its principal place of business located at _____ ("Franchisee").

PREAMBLE

A. **WHEREAS**, Franchisor, as the result of the expenditure of time, skill, effort, and money, has developed and owns a unique and distinctive system (hereinafter the "System") relating to the establishment and operation of sushi bars and Asian hot food bars under the brand name "Hissho Sushi" or "Ōumi Sushi" or "Sushi With Gusto";

B. **WHEREAS**, the distinguishing characteristics of the System include, without limitation, unique interior design, presentation and preparation layout, including use of a special selection of high-grade sushi and food components, specially prepared and packaged condiments and methods of preparation and operation, which may be changed from time to time, prompt and courteous service; a clean and wholesome preparation and presentation area; a training program utilizing special course instructions and manuals; and unique graphic presentations, marketing and promotional programs and materials; all of which may be changed, improved, and further developed by Franchisor from time to time;

C. **WHEREAS**, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the marks "HISSHO SUSHI[®]," "ŌUMI SUSHI[®]," and "SUSHI WITH GUSTO", and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (hereinafter referred to as "Proprietary Marks");

D. **WHEREAS**, Franchisor continues to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, cleanliness, appearance, and service;

E. **WHEREAS**, Franchisor has obtained and seeks to obtain locations in which to place sushi bars, Asian food bars, and other food retail locations that typically are contained within third-party retail or grocery outlets (hereinafter referred to as "Retail Hosts");

F. **WHEREAS**, Franchisee desires to enter into the business of operating one (1) or more sushi bars or Asian food bars under the System, and wishes to obtain a franchised business from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor in connection therewith; and

G. **WHEREAS**, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, service, and the necessity of operating the franchised business hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. GRANT OF FRANCHISE

A. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the non-exclusive right and license, and Franchisee hereby accepts the right and obligation, to operate one (1) or more of the following types of Food Retail Units to provide sushi, Asian hot food, and other Franchisor-approved products and services to the general public: a Full Service Sushi Bar ("Sushi Bar"), an Asian Food Bar ("Asian Food Bar"), or a Satellite Sushi Bar ("Satellite Sushi Bar"), any or all of which together are hereinafter referred to as "Food Retail Units," or the "Franchised Business", and to use solely in connection therewith the Proprietary Marks and the System, as they may be changed, improved, and further developed from time to time. Franchisor and Franchisee agree and acknowledge that the Retail Host shall select the Proprietary Mark under which Franchisee's Food Retail Unit is operated. All Food Retail Units may be operated by Franchisee only at the locations and of a type and subject to any special terms, all as set forth in Attachment "A" hereto, and any subparts, additions or amendments shown as Addenda to Attachment "A." Any reference in this Agreement to Attachment "A" shall include all subparts and amendments referred to as Addenda to Attachment "A." If Franchisor grants the right for additional Food Retail Units, and Franchisee accepts, then this Agreement will be amended with particular addenda stating the type and location, amount of Franchise Commission as defined in Paragraph 4.B(4) of this Agreement to be paid to Franchisee for the particular Food Retail Unit, and other applicable terms relating to the Food Retail Unit. The operation of each Food Retail Unit is made subject to the terms of this Agreement, and each Addendum to this Agreement.

B. If Franchisor obtains a location suitable for operating a Satellite Sushi Bar within the vicinity of Franchisee's Full Service Sushi Bar, Franchisor may offer Franchisee the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If Franchisee requests, and Franchisor grants Franchisee the right to open a Satellite Sushi Bar, or if Franchisor obtains a suitable location for a Satellite Sushi Bar and Franchisee accepts Franchisor's offer to operate and deliver sushi products to that Satellite Sushi Bar, Franchisee will sign an addendum to Franchisee's Franchise Agreement detailing the terms of Franchisee's operation of the Satellite Sushi Bar. The preparation, delivery, and applicable Franchise Commission set forth in this Agreement shall apply equally to Franchisee's delivery of food products to such Satellite Sushi Bar.

C. Franchisor and Franchisee agree that nothing in this Agreement requires Franchisor to offer Franchisee the right to operate additional Food Retail Units. Franchisee acknowledges that this Agreement is non-exclusive and is granted subject to the terms of Paragraph 8.C(6) hereof.

D. All grants of right to operate a Food Retail Unit are subject to the ongoing right of Franchisor, or its affiliate, to continue to operate a Food Retail Unit at the location provided by the Retail Host. If a Retail Host terminates or fails to renew an agreement to operate a Food Retail Unit operated by Franchisee, then Franchisor may terminate Franchisee's right to operate that Food Retail Unit without penalty or payment by Franchisor.

2. TERM AND RENEWAL

A. Initial Term. Except as otherwise provided herein, or in Attachment "A" and amendments to Attachment "A," the initial term of this Agreement, and each Food Retail Unit shown in the Attachment "A," and amendments to Attachment "A," shall expire three (3) years from the date of this Agreement ("Initial Term"), so that the term of each Food Retail Unit shall expire on the same date, even if Franchisee commenced operating its various Food Retail Units on different dates; provided, however, this Agreement shall terminate prior to the expiration of the three (3) year term upon expiration or termination of Franchisor's right, or the right of Franchisor's affiliate, as the case may be, to remain and operate a Food Retail Unit at the designated location provided by a Retail Host.

B. Renewal. Franchisee may, at its option, renew this Agreement of all, but not less than all Food Retail Units under this Agreement for one (1) additional consecutive term of three (3) years (“Renewal Term”) from the date of this Agreement, provided that prior to the end of the then-current term:

(1) Franchisee has paid to Franchisor a renewal fee in the amount of Franchisor’s then-current Initial Franchise Fee for each Food Retail Unit (Sushi Bar and Asian Food Bar) being renewed (excludes satellite locations), except that (i) if the Franchise Agreement at the time of the renewal has been in effect at least three (3) years, and (ii) if there has been no change of control of ownership of the Franchised Business or of the Franchisee, then the Renewal Fee shall be in the amount of fifty percent 50% of Franchisor’s then-current Initial Franchise Fee (“Renewal Fee”);

(2) Franchisee has given Franchisor advanced written notice of its election to renew, not less than six (6) months prior to the end of the applicable term;

(3) Franchisee has made, or has provided for, in a manner satisfactory to Franchisor, such renovation and modernization of the Food Retail Unit, as Franchisor may reasonably require, including, without limitation, renovation of signs, furnishings, equipment, fixtures, and décor, to reflect the then-current standards and image of the System as designated in the Confidential Franchise Manual ("Franchise Manual"), described in Paragraph 9 hereof;

(4) Franchisee must be in good standing and in full compliance with all material terms and conditions, and is not in default, and has not previously been in default, resulting in written notice of the default, of any provision of this Agreement, any amendment hereof, or successor hereto, or any other agreement between Franchisee and Franchisor, or its subsidiaries, and affiliates;

(5) Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor, and its subsidiaries and affiliates;

(6) Franchisor, or its affiliate, shall have the continued right to remain in the location under the terms of its agreement with its Retail Host’s location;

(7) Franchisee shall have executed Franchisor's then-current form of franchise agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty fee and Brand Fund contribution, other additional or increased fees and costs;

(8) Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its parents, subsidiaries and affiliates, and their respective officers, directors, agents, and employees; and

(9) Franchisee shall comply with Franchisor's then-current qualification and training requirements.

(10) Notwithstanding any other provision of this Agreement, if Franchisor, directly or through its affiliate, has provided the location in which Franchisee’s Food Retail Unit is located, and if Franchisor’s right to the location has expired or is terminated for any reason, then the term, and any Renewal Term, of this Agreement and Franchisee’s right to occupy and operate the Food Retail Unit shall be terminated. In the event the Franchise Agreement is terminated, Franchisor shall have no requirement to replace or transfer Franchisee’s Franchised Business, or to provide an alternative location to operate a Food Retail Unit.

(11) Franchisee shall renew all Food Retail Units under this Agreement at the same time this Agreement is renewed. Any notice of renewal received shall be deemed notice of renewal of all Food Retail Units of Franchisee under the Agreement. The failure to renew any Food Retail Unit shall be deemed a failure to renew all Food Retail Units by Franchisee. The Renewal Term shall expire on the same date for each of the Food Retail Units operated under the Agreement.

C. With respect to a second, and all other additional Food Retail Units franchised to Franchisee by Franchisor under this Agreement, the term of each additional Food Retail Unit shall expire on the same date as the first Food Retail Unit shown in Attachment "A."

3. DUTIES OF FRANCHISOR

A. Franchisor shall provide an Initial Training Program to instruct Franchisee, and other Franchisees, as to the procedures and techniques to be utilized at the Food Retail Unit in order to ensure that Franchisee becomes completely familiar with the Hissho System and shall make available such other ongoing training programs as it deems appropriate. Franchisee shall pay Franchisor its then-current training fees as set forth in this Agreement, and in the Franchise Manual, both with respect to the Initial Training Program, and later training programs. There may be a separate Initial Training Program provided and required for Sushi Bars and Asian Food Bars, along with separate training fees for each. All training provided by Franchisor shall be subject to the terms set forth in Paragraph 7.D of this Agreement.

B. Franchisor shall advise and consult with Franchisee in connection with the operation of the Food Retail Unit and new developments, techniques and improvements in areas of management, food preparation, promotion and service. Franchisor may provide the foregoing assistance by sending its employees or representatives to the Food Retail Unit, by providing publications, other written materials, DVDs webinars, downloadable materials, or by conducting meetings or seminars. Some, or all of these publications or programs, may be provided by electronic access by Franchisor and not by printed or physical documents.

C. Franchisor may make available, from time to time, advice and assistance in local advertising and, at Franchisee's expense, promotional materials for local advertising by Franchisee. Franchisor shall have the right to review and approve, or disapprove all advertising and promotional materials which Franchisee proposes to use, pursuant to Paragraph 12 hereof.

D. Franchisor may develop advertising materials in its discretion, as appropriate to the franchised location, under the terms of Paragraph 12 hereof.

E. Franchisor shall provide to Franchisee, on loan, either one (1) printed copy of the Franchise Manual, as more fully described in Paragraph 9 hereof, or provide Franchisee with electronic access to the Franchise Manual.

F. In the interest of maintaining high standards of quality, cleanliness, appearance, and service, Franchisor shall conduct, as it deems advisable, inspection of the Food Retail Unit, and evaluations of the products sold and services rendered at the Food Retail Unit.

4. FEES AND COMPENSATION

A. Initial Franchise Fee and Label System:

(1) Initial Franchise Fee. Franchisee shall pay to Franchisor an initial franchise fee ("Initial Franchise Fee") in one lump sum, at the time this Agreement is executed in the amount specified in Attachment "A" to this Agreement. During the term of this Agreement, an additional Initial Franchise Fee shall be paid with

respect to each additional Food Retail Unit franchise granted by Franchisor in a pro-rated amount as follows, except that Franchisee shall not be required to pay an Initial Franchise Fee only for a Satellite Sushi Bar, as defined by Franchisor:

For any additional Food Retail Unit franchised during the term of the Agreement, (i) if there is between 25 to 36 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$6,300; (ii) if there is between 13 to 24 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$3,150; and (iii) if there is less than 13 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$1,575. All sums paid shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting this Franchise and for Franchisor's lost or deferred opportunity to franchise to others.

(2) Label System. Franchisee shall lease from Franchisor the Hissho Label System to permit Franchisee to print labels and conduct other functions prescribed by Franchisor. The Hissho Label System is currently a touchscreen terminal with built-in high-speed label printer and internet connectivity combined with our customized proprietary software (“Hissho Label System”). You will be required to execute an **Equipment Lease and Software License Agreement** (see Attachment D) prior to gaining access to the Hissho Label System, and pay to us, or our affiliates, the then-current one-time non-refundable Initial Lease Fee of (per Hissho Label System) in exchange for use of the Hissho Label System. In connection with the Hissho Label System, we charge a monthly Software License Fee (see Section 4.C.), for use of our customized proprietary software associated with the Hissho Label System. The Software License Fee is also used for administration and maintenance of the software and limited wireless data plan associated with the label system terminal and built-in printer. You may also be obligated to pay us a Data Overage Fee (see Section 4.C.) if your wireless data usage associated with your Hissho Label System, exceeds the monthly allotted limit of 100mb. See also Section 4.C. for additional fees charged under our Maintenance & Technology Program in regards to the Hissho Label System.

B. Franchisee acknowledges and agrees that under the System’s structure:

(1) Franchisee shall not receive payments for the sales of goods and services of its Food Retail Units, and that those payments will be made directly to the Retail Host where the Food Retail Unit is located, and that all payments for goods and services will be made to the Retail Host. Franchisee further acknowledges and agrees that all sales will be made through cash registers of the Retail Host and that Franchisee shall not make any sales through Franchisee’s cash registers or any other point-of-sale system. Franchisor shall have the right to unilaterally modify this payment structure at any time.

(2) As used in this Agreement, "Gross Sales" shall include all revenue from the sale of all services and products related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit; provided, however, that "Gross Sales" shall not include any documented deductions, promotions, or returns, or sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority.

(3) The percentage of sales that the Retail Host may retain as its share of Gross Sales “Service Commission” is negotiated directly by Franchisor or Franchisor’s affiliate with the Retail Host and may vary among Food Retail Units. The amount remaining from Gross Sales after deduction of the Retail Host’s Service Commission is referred to as “Net Sales.” Service Commissions may fluctuate during the term of Franchisee’s Franchise Agreement.

(4) Payments to Franchisee; Franchise Commission. Upon receipt of the Net Sales from the Retail Host, Franchisor shall remit to Franchisee the agreed percentage of Net Sales or Gross Sales, as the case may be, which is set forth in the Attachment “A” to this Agreement and amendments to Attachment “A” for each

individual Food Retail Unit (“Franchise Commission”) (see below for payment method), but only after Franchisor performs a reconciliation by first deducting from Franchise Commissions: (i) all amounts owed of every type and nature by Franchisee to Franchisor, including Brand Fund Contributions, and all fees and other sums owed under this Paragraph 4; (ii) all amounts owed by Franchisee to Franchisor’s affiliated suppliers for food and supplies and other purchases made by Franchisee; (iii) any amounts owed to Franchisor or its affiliated parties arising from loans, financings, advances, credits or deferrals made to Franchisee by Franchisor or its affiliates; and (iv) Franchisor's share of any additional Net Sales generated from a Negotiated Retail Price Increase. For purposes of this Agreement, the term "Negotiated Retail Price Increase" means an increase in the retail sales price for food and beverage products from Franchisee’s applicable Food Retail Units resulting from negotiations between Franchisee and the Retail Host. An electronic statement setting forth the calculation of Franchise Commissions, expenses (i.e., inventory orders, produce, service fees), and Gross Sales, shall be sent to Franchisee by Franchisor.

(a) Payments to Franchisee for Franchise Commissions are paid via direct deposit electronic transfer of funds (“EFT”) into Franchisee’s bank account. Franchisee must complete and sign Franchisor’s Electronic Transfer of Funds (“EFT”) Direct Deposit Authorization (“Franchisee Direct Deposit Banking Authorization” form), attached as Attachment C, to authorize Franchisor to deposit Franchisee’s Franchise Commissions directly into Franchisee’s bank account. Although Franchisor’s preferred payment method for remittance of Franchisee’s Franchise Commissions is via EFT, Franchisor may, upon request, but is not obligated to, use an alternative payment method, such as a paper check. Franchisor reserves the right to periodically, shall Franchisor choose to do so, change and update, in its Franchise Manual, or otherwise in writing, the payment method Franchisor uses for remittance of Franchise Commissions to Franchisee.

(5) After deduction of all items (see 4.B.(4)), Franchisor shall remit any remainder of the Franchise Commissions to Franchisee. If after all deductions from the Franchise Commission there remains a negative balance, then the negative balance will be carried forward to the next month, and if necessary, additional subsequent months, and the negative balance shall be deducted from Franchisee’s next months’ Franchise Commissions.

(6) Franchisor does not guaranty payment by the Retail Host, and Franchisor shall have no obligation to pay Franchisee its Franchise Commissions until Franchisor first receives remittance of Net Sales from the Retail Host. If from time to time, Franchisor chooses in its discretion to advance Franchisee Commissions to Franchisee prior to Franchisor’s receipt of Net Sales from the Retail Host, Franchisee agrees that such amounts shall become indebtedness of Franchisee to Franchisor and shall be carried forward by Franchisor as a negative balance owed by Franchisee. Any negative balance carried forward may be withheld from future Franchise Commissions otherwise due to Franchisee, but any negative balance shall constitute indebtedness of Franchisee due on demand by Franchisor at any time. Franchisor does not guaranty payment to any of Franchisee’s vendors or suppliers. Notwithstanding anything to the contrary, Franchisee shall not be entitled to any Gross Sales or Net Sales except in the amount of the Franchise Commissions after all deductions described in this Agreement.

(7) Franchisor shall have the right to retain some, or all, of the additional Net Sales generated as a result of a Negotiated Retail Price Increase. Franchisor shall notify Franchisee what percentage of the additional Net Sales generated, as a result of the Negotiated Retail Price Increase, Franchisor shall retain.

(8) If the Service Commissions payable to a Retail Host increase, Franchisor shall be entitled, upon written notice to Franchisee, to reduce Franchisee’s Franchise Commission, to reflect that increase in money retained by the Retail Host.

C. In addition, Franchisee shall pay to Franchisor the following fees and costs:

- (1) a contribution to the Brand Fund (the “Brand Fund Contribution”) equal to up to two percent (2%) of Franchisee’s Net Sales, to be due and payable at the same time, and in the same manner, as the Royalty Fee;
- (2) An initial lease fee (“Initial Lease Fee”) of \$1,500 per Hissho Label System;
- (3) A software license fee (“Software License Fee”) of \$110 per month for use of the software associated with the Hissho Label System;
- (4) A data overage fee (“Data Overage Fee”) of \$6 per GB if Franchisee’s wireless data usage exceeds the monthly allotted limit of 100mb;
- (5) An initial background check, credit check, and drug test fee (“Initial Background Check, Credit Check, and Drug Test Fee”) in the amount of \$150 per owner, member or shareholder, which amounts or requirements may be modified by posting in the Franchise Manual;
- (6) If required by the Retail Host, a recurring background check fee every fifteen (15) months (“Recurring Background Check Fee”) in the amount of \$25 per member of Franchisee’s personnel, which amount or frequency may be modified by posting in the Franchise Manual;
- (7) Payment or reimbursement to Franchisor for the cost of any local licenses and permits obtained by Franchisor required to operate the Food Retail Unit;
- (8) Payment for point-of-sale marketing materials provided by Franchisor that are required as part of the opening package for the Food Retail Unit and as updated or replaced;
- (9) Manual loan fees (initial & annual) and replacement fees as follows: (i) an initial loan deposit fee for the Franchise Manual in the amount of \$150; (ii) an initial loan deposit fee for the SSOP/HACCP (Sanitation Standard Operating Procedures/Hazard Analysis Critical Control Points) Food Safety Plan Book in the amount of \$150 per Food Retail Unit type (excluding delivery locations); (iii) an annual recurring loan fee of \$150 per year per Food Retail Unit type for each SSOP/HACCP Food Safety Plan book, and (iv) replacement fees of \$1,000 for each lost or replaced Franchise Manual. The amounts of and requirements for these fees may be modified by posting in the Franchise Manual;
- (10) Training fees for (i) initial training and ongoing training, (ii) failure to attend mandatory training sessions, (iii) additional training sessions, (iv) ServSafe training and testing or other food safety classes required by Franchisor, and (v) additional mandatory, remedial training in the event of Franchisee’s default under the requirements of the Franchise Manual or this Agreement, all as set forth in Paragraph 7.D or in the Franchise Manual, all of which fees and requirements may be modified by posting in the Franchise Manual;
- (11) A special on-site support fee (“On-Site Support Fee”), in the amount of \$500 per day, plus the cost of travel of Franchisor’s representatives, for special on-site operating support, as needed and as determined by Franchisor, which requirements and amounts may be modified by posting in the Franchise Manual;
- (12) A customer satisfaction fee (“Customer Satisfaction Fee”) in the amount of \$500 plus Franchisor’s travel, lodging and meal costs, if any, for each incident requiring, in Franchisor’s sole discretion, Franchisor’s involvement to resolve any issue with a Retail Host, or customers of the Franchised Business, which requirements and amounts may be modified by posting in the Franchise Manual;

(13) A non-compliance fee (“Non-Compliance Fee”) in the amount of \$500 for each incident in which Franchisee shall be in non-compliance of any of its requirements under the Franchise Manual or this Agreement, which requirements and amounts may be modified by posting in the Franchise Manual. This provision is in addition to all other remedies available to Franchisor, and all requirements of cure set forth in Paragraph 15 of this Agreement;

(14) A garnishment or levy fee (“Garnishment or Levy Fee”) in the amount of \$100 for each event that funds must be withheld and transferred as a result of the garnishment or levy, which requirements and amounts may be modified by posting in the Franchise Manual;

(15) A sales inquiry fee (“Sales Inquiry Fee”) of \$100, which is incurred for each month that Franchisee requests additional information beyond Franchisor’s monthly report, which requirements and amounts may be modified by posting in the Franchise Manual;

(16) Sampling service fees for Franchisor’s providing food sampling services on-site or in Franchisee’s market, as incurred, and as set forth in the Franchise Manual;

(17) Fees for laboratory tests to examine food samples from the Food Retail Unit, taken in Franchisor’s discretion, in the amount of \$500 per tested item, plus Franchisor’s out of pocket expenses for investigation expenses; which requirements and amounts may be modified by posting in the Franchise Manual;

(18) Fees for requests for approval of a new product, supplier or vendor, in the amount of \$500 per request product, as required in Paragraph 7.J of this Agreement, which requirements and amounts may be modified by posting in the Franchise Manual;

(19) A food retail unit drop fee (“Food Retail Unit Drop Fee”) in the amount of \$1,500 for each Food Retail Unit that Franchisee discontinues to operate with Franchisor’s approval, prior to the end of the term, which requirements and amounts may be modified by posting in the Franchise Manual;

(20) An early termination fee (“Early Termination Fee”) in the amount of \$4,000 for each Food Retail Unit that Franchisee abandons or refuses to operate prior to the end of the term without Franchisor’s approval, or for which the Agreement is terminated prior to the end of the term, plus travel expenses, labor and employee cost of Franchisor to operate the Food Retail Unit prior to the expiration of the term of Franchisee’s Agreement, and for removal of food products and payment of unpaid expenses and invoices, and other expenses Franchisor incurs to operate the Food Retail Unit, all of which may be modified by posting in the Franchise Manual;

(21) A transfer to new entity fee (“Transfer to New Entity Fee”) in the amount of \$250 per Food Retail Unit, when Franchisee (i) requests to transfer or assign an interest between shareholders or members that does not constitute a change of control, (ii) seeks a name change of a Franchisee entity, or (iii) if Franchisee seeks to transfer its interest to another Franchisee entity that is wholly owned by the transferring Franchisee, or the transferring Franchisee’s shareholders or members. These amounts may be modified by posting in the Franchise Manual;

(22) A transfer fee (“Transfer Fee”) of \$1,500 for each Food Retail Unit for which Franchisee seeks to transfer, alone or together, with other previous, simultaneous, or proposed transfers, that would have the effect of transferring a controlling interest in Franchisee, the Franchised Business, or Franchise Agreement to another entity or person; or for which a Franchise owner, or a shareholder or member of Franchisee seeks to transfer a controlling interest of Franchisee to another person, all of which requirements and amounts may be modified by posting in the Franchise Manual. Notwithstanding the payment of this fee, Franchisor retains the sole discretion to consent, or refuse consent, to any transfer of any interest. In no event may fewer than all Food Retail

Units owned or under control of Franchisee be transferred, and in no event may transfer be permitted when all Food Retail Units have been operated by Franchisee for less than one (1) year;

(23) If Franchisee fails to obtain the required insurance coverages as provided in this Agreement and in the Franchise Manual, Franchisor may at its option, purchase the insurance for Franchisee. If Franchisor purchases the insurance for Franchisee, Franchisee shall pay an insurance service fee (“Insurance Service Fee”) for each occasion Franchisor acquires insurance, plus the cost to Franchisor to obtain the insurance. The Insurance Service Fee shall be \$100 for the time period for which Franchisor makes insurance payments on Franchisee’s behalf for each Food Retail Unit for which Franchisor acquires insurance, the requirements and amounts of which may be modified by posting in the Franchise Manual;

(24) An express handling fee (“Express Handling Fee”) in the amount of \$200 for inventory and supply orders made after Monday at 3 p.m., which requirements and amounts may be modified by posting in the Franchise Manual;

(25) To insure that ingredients used to produce food products are purchased solely from authorized sources, if Franchisee’s food inventory order to Franchisor or its affiliate is less than ninety percent (90%) of the total amount needed to meet the Food Retail Unit’s production needs, as shown by its sales volume, then Franchisor may charge Franchisee an ordering non-compliance fee (“Ordering Non-Compliance Fee”) that equals the difference between the amount that Franchisee should have ordered to meet production needs, based on its sales volume, and the amount of Franchisee’s actual supply order from Franchisor or its affiliate;

(26) A convenience fee (“Convenience Fee”) equal to \$100 per license, plus the amounts charged by the applicable governmental body if the Franchisor pays for, or assists with any inspection, permit, or license sought and/or obtained in connection with the operation of Franchisee’s Food Retail Unit; and,

(27) Under Franchisor’s Maintenance & Technology Program, Franchisor can charge Franchisee the following fees in regards to Franchisor’s Hissho Label System: a \$150 Fee for any label machine system returned directly to the label machine servicer/manufacturer; a \$750 Hissho Label System Replacement Fee for equipment that is lost or damaged beyond repair (per lost or damaged piece); a \$1,500 Non-Return Fee (per Hissho Label System) if, upon expiration or termination of this Agreement, Franchisee fails to return to Franchisor the equipment and/or software associated with the Hissho Label System; a \$125 Hissho Label System Replacement Screen Fee for broke or damaged screens; and a \$30 Hissho Label System Power Cord Replace Fee for lost or damaged power cords.

D. Any of the fees or other amounts owed by Franchisee, including all items set forth in Paragraph 4 of this Agreement, may be deducted directly from Franchisee’s Franchise Commission arising from any of Franchisee’s Food Retail Units, and all such amounts shall be retained by Franchisor. The requirements and amounts of all fees described in Paragraph 4 of this Agreement may be changed by Franchisor by posting in the Franchise Manual.

E. Notwithstanding anything in this Agreement to the contrary, Franchisor shall have no obligation to remit any sales proceeds from the Food Retail Unit until the Retail Host has first remitted proceeds to Franchisor, and Franchisor has deducted any amounts owed by Franchisee to Franchisor and to Franchisor’s affiliated suppliers as provided above in this Paragraph.

F. Any other payments required to be made by Franchisee to Franchisor or to Franchisor’s affiliated suppliers that are not withheld or retained by Franchisor, are due upon demand. Franchisor reserves the right to require that all monthly payments required by this Paragraph 4 be directly drafted by Franchisor from Franchisee’s bank account. Any payment or report not actually received by Franchisor on or before the date due shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, interest

on such amount from the date it was due until paid at the equivalent of eight percent 8% annually or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have.

G. Franchisee authorizes Franchisor at all times: (i) to permit the Retail Host to withhold its Service Commission from Gross Sales of the Food Retail Unit, which Franchisee acknowledges may fluctuate; (ii) to withhold from Franchise Commissions any and all amounts financed by Franchisor or its affiliate suppliers for equipment, food, supplies or any other items, plus any fees and obligations Franchisee shall owe Franchisor including but not limited to all those listed in this Paragraph 4; and, (iii) to withhold and pay from Franchise Commissions any of Franchisor's affiliated vendors for Franchisee's purchase of food, equipment, supplies and services. Franchisee agrees that this authorization is irrevocable during the term of this Agreement and during any time after expiration or termination of this Agreement in which Gross Sales or Net Sales have been generated and Franchise Commissions remain unpaid to Franchisee. Franchisee agrees that any purchases made from Lwin Family Co, a supplier and affiliated company of Franchisor, including any successors or assigns of Lwin Family Co., as an affiliated supplier of Franchisor, may be deducted from Franchise Commissions and paid directly to Lwin Family Co or other affiliated supplier by Franchisor.

H. Franchisee acknowledges and agrees that any negative balance resulting from the deduction of authorized amounts described in this Paragraph 4 from Franchise Commissions, may be carried forward and deducted from successive months' Franchise Commissions, until all amounts owed Franchisor and its affiliated suppliers, including Lwin Family Co, LLC, are fully paid. Franchisee shall pay any of its other suppliers directly and promptly from its own funds, and Franchisor shall have no responsibility or requirement to pay any other supplier.

I. Franchisee further acknowledges and agrees that it is entitled to receive only Franchise Commissions as specified in the Attachment "A" and any amendment to Attachment "A" to this Agreement less all fees, costs and expenses described in this Paragraph 4; and that all other remaining proceeds from Net Sales, if any, shall be retained by Franchisor. Franchisee further acknowledges that Franchisor may, upon thirty (30) days written notice to Franchisee, modify the Franchise Commissions.

5. SITE SELECTION AND CONTROL

A. The Franchised Business may either be located at a site that Franchisor selects or at a site that Franchisee proposes for Franchisor's prior written approval. With respect to sites that Franchisee proposes, Franchisee must submit the forms that Franchisor designates in the manner that Franchisor designates from time to time, and may only submit a proposed site to Franchisor after Franchisee has carefully evaluated the site, and determined that it meets the criteria for Food Retail Unit sites which Franchisor has communicated to Franchisee. Franchisor shall review the application for site approval; and within thirty 30 days of Franchisor's receipt of the application, Franchisor shall approve the proposed site or reject the site with comments as to why it was rejected.

B. If Franchisor or Franchisor's affiliate controls the agreed upon location of the Franchised Business under the terms of an agreement with a Retail Host or otherwise, Franchisee will have the right to occupy the location under this Agreement for the purpose of operating the Food Retail Unit. Franchisee agrees to strictly comply with all rules, policies, regulations and directives of the Retail Host and Franchisor with respect to Retail Host locations, which may vary from location to location, including those of the Retail Host relating to maximum, minimum and other pricing requirements (as allowed by applicable law) with respect to the prices Franchisee may charge for products and services. Franchisor has no right to, and will not, establish maximum, minimum or other requirements with respect to the prices Franchisee may charge for products and services. If Franchisor's right to the location expires or is terminated for any reason, then Franchisee's right to possess and operate the franchised Food Retail Unit shall be terminated; and in such an event, Franchisor shall have no further obligation or liability

to Franchisee, including the obligation to find a replacement location for Franchisee, and Franchisee shall not be entitled to compensation for loss of the Food Retail Unit.

C. If Franchisor or Franchisor's affiliate does not control the agreed upon location of the Franchised Business under the terms of an agreement with a Retail Host or otherwise, Franchisee shall within thirty (30) days after Franchisor's approval of a site, if the site is to be obtained by lease or agreement, provide Franchisor with a copy of the proposed lease or other agreement. Within twenty (20) days thereafter, Franchisor shall send notice of approval or notice of rejection with comments. Franchisor's approval may be conditioned upon the lease or other agreement being in a form satisfactory to Franchisor and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that Franchisee assign the lease or other agreement to Franchisor at Franchisor's option upon termination or expiration of this Agreement). Franchisee shall, as promptly as possible after receipt of approval, complete acquisition of the site.

D. Franchisee shall obtain, at its cost, the necessary permits required to prepare the Food Retail Unit and shall meet all other applicable requirements established by local statute, local ordinance or otherwise. Promptly after approval by Franchisor of Franchisee's final plans and specifications, Franchisee shall complete construction of the Food Retail Unit and open for business within the time period prescribed in Paragraph 7.B of this Agreement.

6. FRANCHISEE ORGANIZATION AND CAPITAL STRUCTURE

A. Franchisor does not permit individuals to enter into franchise agreements. Franchisee must, therefore, operate the Franchised Business, and sign this Agreement, as a corporation, partnership, or limited liability company composed solely of shareholders, members, or partners who are individuals and not corporations, limited liability companies or any other legal entities, and shall comply with the following requirements:

(1) Franchisee shall be organized and validly existing in good standing under the laws of the state of its incorporation or organization;

(2) Franchisee shall be qualified to do business in all states in which its business activities or the nature of the properties owned by it requires such qualification;

(3) Franchisee's Articles of Incorporation or Charter, or if Franchisee is a limited liability company, Franchisee's Articles of Organization and Operating Agreement shall at all times provide that Franchisee was organized and has authority only to develop, own and operate Food Retail Units; and that Franchisee shall not engage or invest in any business other than development, ownership and operation of Food Retail Units;

(4) If Franchisee is a corporation, copies of Franchisee's Articles of Incorporation or Charter, Bylaws, and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be furnished to Franchisor on or before execution of this Agreement; If Franchisee is a limited liability company, copies of Franchisee's Articles of Organization, Operating Agreement, and other governing documents, and any amendments thereto, including the Consent of all limited liability company members authorizing entry into this Agreement, shall be furnished to Franchisor on or before execution of this Agreement;

(5) Franchisee shall maintain a current list of all owners of record, including all members if Franchisee is a limited liability company, and all beneficial owners of any class of securities of Franchisee and shall furnish the list to Franchisor at such time as Franchisor may request; and,

(6) Each of Franchisee's owners during the Initial Term (as defined in Paragraph 2.A above) and the Renewal Term (as defined in Paragraph 2.B above) will execute a guaranty in the form attached to this Agreement as Attachment "B" in their individual capacities undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Franchisee and Franchisor. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, Franchisor may require that the spouse of each owner sign a guaranty.

7. DUTIES OF FRANCHISEE

A. Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor, Retail Hosts, and other franchisees of Franchisor, in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Franchisor's reputation and goodwill.

B. If the Food Retail Unit is already operating, then Franchisee shall commence operating the Food Retail Unit as of the date of this Agreement. If the Food Retail Unit is not already operating, Franchisee shall prepare and open the Food Retail Unit within 60 days of the execution of this Agreement. Time is of the essence. Prior to opening for business, Franchisee shall comply with all pre-opening requirements set forth in this Agreement and in the Franchise Manual.

C. Franchisee shall designate an individual to serve as the "Operating Principal" of Franchisee, subject to the following conditions:

(1) The Operating Principal shall devote full-time and best efforts to the supervision and conduct of the Franchised Business, and any other Food Retail Units, which may be operated by Franchisee;

(2) If the Operating Principal is unable, or elects not, to continue to meet his obligations hereunder, or if, in Franchisee's sole discretion, the Operating Principal no longer qualifies to act as such, Franchisee shall promptly designate another Operating Principal, subject to the same conditions and qualifications listed above; and

(3) The Operating Principal shall successfully complete the initial training required by Franchisor, and other additional training as Franchisor may require.

D. Franchisee agrees that it is important to the operation of the System and the Food Retail Unit, that Franchisee's Operating Principal and other equity owners, receive such training as Franchisor may require, and to that end agrees as follows:

(1) Prior to the opening of the Food Retail Unit, Franchisee's Operating Principal and each equity owner shareholder or member of the Franchisee, shall attend and complete, to Franchisor's satisfaction, the Initial Training Program offered by Franchisor. Franchisee shall pay Initial Training Fees of \$2,000 per person payable prior to training, plus \$300 per person for ServSafe Training and Testing ("ServSafe Fee"). There may be a separate Initial Training Program provided and required for Sushi Bars and Asian Food Bars, along with separate Initial Training Fees of \$2,000 per person for each. The current training fees charged by Franchisor both for the initial training and subsequent training, may be modified by Franchisor when posted in the Franchise Manual. Franchisee and its attendees shall be responsible for any and all other expenses incurred by them in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

(2) Each subsequent Operating Principal and other equity owners shall attend and complete, to Franchisor's satisfaction, such training programs as Franchisor may require. Failure of Franchisee's Operating Principal and Franchisee's equity owners to satisfactorily complete the applicable Initial Training Programs may

result in termination of this Agreement. Training requirements and costs may be changed by posting in the Franchise Manual.

(3) At Franchisee's expense, the Operating Principal and Franchisee's other equity owners shall also attend such courses, seminars, and other training programs as Franchisor may require from time to time. Franchisee shall also pay Franchisor's current training fees as stated in the Franchise Manual for special training sessions required by Franchisor for Franchisee's Operating Principal and other equity owners from time to time through the year. Franchisee shall pay to Franchisor, for the Operating Principal and each equity owner, the training fee then charged by Franchisor and posted in the Franchise Manual. If any such training fee is imposed by Franchisor, the training fee shall be in addition to any other expenses incurred by the Operating Principal and equity owners as provided in Paragraph 7.D1 hereof. If the Operating Principal or any equity owner does not attend a required training session, then Franchisee shall pay to Franchisor a payment of \$250 per training day not attended, which requirements and amounts may be changed by posting in the Franchise Manual.

(4) If Franchisor has notified Franchisee of a default of operating procedures or requirements under the Franchise Agreement, the Franchise Manual, or SSOP/HACCP Food Safety Plan, Franchisor may require Franchisee's Operating Principal and other equity owners to take additional training for a one or two day program. The fee charged for this remedial, default training is \$500 per day plus the cost of travel, food and lodging of Franchisor's representative. This fee is charged for each daily training session required by Franchisor and not on a per person basis and may be changed by posting in the Franchise Manual.

E. Franchisee shall use the Food Retail Unit premises solely for the operation of the Franchised Business; shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor and/or the Retail Host may from time to time specify or as Franchisor and the Retail Host may otherwise approve in writing; and shall refrain from using or permitting the use of the premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor, all in compliance with the requirements of the Retail Host.

F. Franchisee shall maintain a competent, conscientious, trained staff at the Food Retail Unit at all times, in sufficient numbers so as to operate the Food Retail Unit efficiently and effectively. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations, wear uniforms, or designated clothes of such color, design and other specifications as Franchisor may designate from time to time, present a neat and clean appearance, and render competent and courteous service to customers of the Food Retail Unit.

G. Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Food Retail Unit; and shall comply with every aspect of federal, state and local law and regulation.

H. To insure that the highest degree of quality, cleanliness, appearance, and service is maintained, Franchisee shall operate the Food Retail Unit in strict conformity with such methods, standards, and specifications as Franchisor may, from time to time, prescribe in the Franchise Manual and Franchisor's Sanitation Standard Operating Procedures/Hazard Analysis Critical Control Points SSOP/HACCP) Food Safety Plan, and otherwise as Franchisor specifies. Franchisee agrees:

(1) To operate the Food Retail Unit in a clean, wholesome manner in compliance with Franchisor's prescribed standards of quality, cleanliness, appearance and service;

(2) To maintain in sufficient supply, and to use at all times, only such ingredients, products, materials, supplies, and goods as conform with Franchisor's standards and specifications, and to refrain from deviating therefrom by the use or offer of nonconforming items, without Franchisor's prior written consent;

(3) To sell, or offer for sale, only those specific food items, condiments, products, and services Franchisee chooses from Franchisor's pre-approved lists of such items; to sell or offer for sale chef specials and location favorites using Franchisee's own recipes, as long as they follow Franchisor's pre-approved standard ratios and ingredients; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any food items, condiments, products, or services which Franchisor may, in its discretion, disapprove in writing at any time;

(4) To employ only those methods of food handling and preparation as Franchisor may specify in the Franchise Manual, the SSOP/HACCP Food Safety Plan, or otherwise designate from time to time;

(5) To permit Franchisor or its agents, at any reasonable time, to remove samples of food or non-food items from Franchisee's inventory, or from the Food Retail Unit, without payment therefore, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisee shall pay Franchisor \$500 for the cost of such testing; and

(6) To purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, decor, and signs as Franchisor may reasonably direct from time to time in the Franchise Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Food Retail Unit premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor, signs, or other items not previously approved as meeting Franchisor's standards and specifications, all consistent with the requirements of the Retail Host.

I. Franchisee shall comply with all requirements of federal, state, and local laws, rules, and regulations.

J. Franchisor may designate one supplier or vendor, which may be Franchisor or one of its affiliates, for any products (including food items, ingredients, equipment, furnishings, supplies, materials, and other items) or services at any time upon written notice to Franchisee. Once designated, Franchisee will be required to utilize that supplier or vendor exclusively for the applicable products or services.

K. If Franchisor hasn't designated a supplier or vendor for a particular product or service to be used or offered for sale at the Food Retail Unit, Franchisee must purchase the product or service solely from suppliers including manufacturers, distributors and other sources who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor and not thereafter disapproved. If Franchisee desires to purchase any products from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so, and Franchisor, in its sole discretion, shall determine whether such supplier shall be approved. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge in the amount of Five Hundred Dollars (\$500) per requested product, shall be paid by Franchisee to Franchisor for any request submitted to Franchisor to consider a new product for sale or a new vendor whether for new or existing products, plus Franchisor's out of pocket expenses including the costs of testing and travel, including as necessary the cost of visiting international facilities and supply chain locations for items imported into the United States. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then current criteria. Notwithstanding any other provisions of this Agreement, for purposes of making certain the customer experience is uniform, safe and of high quality, Franchisee agrees it shall purchase sushi fish and related products only from sources designated by Franchisor.

L. Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods, packaging materials, including disposable food containers, napkins, and menus), condiments, utensils and all forms and stationery used in the Franchised Business, and other items which may be designated by Franchisor to bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.

M. Franchisee shall maintain the Food Retail Unit in a high degree of sanitation, repair, and condition, and in connection therewith shall make such additions, alterations, repairs, and replacements thereto but, if of a substantial nature, not without Franchisor's prior written consent as may be required for that purpose, including, without limitation, such periodic repainting or replacement of signs, furnishings, equipment, and decor in the manner and at the times which Franchisor may reasonably direct.

N. Franchisee shall, where applicable, keep the floor within the Food Retail Unit area, any immediately surrounding area and preparation area clean, dry and free of debris.

O. Franchisee shall grant Franchisor, and its agents, the right to enter without advance notice or consent, upon the Food Retail Unit premises at any time for the purpose of conducting inspections; shall cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection.

Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority without, however, any obligation to do so to correct such deficiencies and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable by Franchisee immediately upon demand. The foregoing shall be in addition to such other remedies as Franchisor may have.

P. Franchisee's Assigned Hissho Email Address. Franchisor will provide an email address to Franchisee using "@hisshofranchisee.com" for Franchisee to use in the operation of the Franchised Business. Franchisee agrees to utilize the email address provided by Franchisor and review its content regularly for purposes of receiving updates, notice of postings to the Franchise Manual, or policy changes and other communications from Franchisor. All written memorandum related to the operations of Franchisee's Food Retail Units, whether delivered only by email, by first class mail, other forms of delivery or in person, shall be deemed part of the Franchise Manual. Franchisor owns the rights to all data and files received using any email address provided to Franchisee by Franchisor or using Franchisor's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. Franchisor reserves the right to monitor electronic mail messages and their content. Electronic mail messages sent and received using Franchisor provided email addresses are not private and are subject to viewing, downloading, inspection, release, and archiving by Franchisor at all times. Franchisor has the right to inspect electronic messages in order to assure compliance with Franchisor policies and state and federal laws.

Q. Computer Equipment (hardware & software). For the typical Food Retail Unit, Franchisee is not required to buy an electronic cash register or a particular brand of computer system because sales are made through the Retail Host POS system. Franchisor does, however, require Franchisee to purchase Franchisor's Hissho Label System to print labels and conduct other functions, as Franchisor prescribes. Franchisee is also required to purchase, at Franchisee's sole expense and according to any specifications that Franchisor may require from time to time, a computer with basic capability to interact with the internet, receive and send emails using the Hissho email address "@hisshofranchisee.com" that Franchisor provides for Franchisee, and word processing and spread sheet capability, to submit orders and to receive monthly statements, but only for purposes of operating Franchisee's business generally. No specific type of data is necessary to be generated or stored in the computer

system. To order supplies and food through the internet, Franchisor may require Franchisee to use a designated spreadsheet system, although Franchisor may also allow Franchisee to prepare these documents by hand and fax them. Franchisee is not required to purchase any maintenance or support contracts for its computer hardware and software, but it is recommended to ensure continued good use and working order of the computer hardware and software.

If Franchisee operates a Food Retail Unit outside of a Retail Host location, Franchisor does not require that Franchisee use an electronic cash register or Point-of-Sale System, but Franchisor will require Franchisee to adopt a reliable method to document the Gross Sales of Franchisee's Food Retail Unit. Franchisor will not have independent access to the information generated or stored in the computer system.

R. Franchisee shall comply with all other requirements set forth in this Agreement.

8. PROPRIETARY MARKS AND TRADE DRESS

A. Franchisor represents with respect to the Proprietary Marks that:

(1) Franchisor is the licensee of the Proprietary Marks;

(2) Franchisor has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity in and of the Proprietary Marks;

(3) Franchisor will permit Franchisee and other franchisees to use the Proprietary Marks only in accordance with the System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks;

(4) There are licensees permitted to use the Proprietary Marks in connection with other Food Retail Units.

B. With respect to Franchisee's licensed use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

(1) Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;

(2) Franchisee shall use the Proprietary Marks only for the operation of the Franchised Business and only at the location authorized hereunder, or in advertising for the Franchised Business;

(3) Unless otherwise authorized or required by Franchisor in writing, Franchisee shall operate and advertise the Franchised Business only under the name "HISSHO" or "ŌUMI" or "SUSHI WITH GUSTO" as specified by Franchisor, without prefix or suffix;

(4) During the term of this Agreement, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, and shall display a notice to that effect in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing;

(5) Franchisee's right to use the Proprietary Marks is limited to the term of this Agreement and shall automatically cease upon the expiration or earlier termination of this Agreement and is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof, including, but not limited to,

sublicensing a use of the Proprietary Marks, shall constitute an infringement of Franchisor's rights and a default under this Agreement;

(6) During the term of this Agreement and continuing after its expiration or earlier termination, Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

(7) During the term of this Agreement and continuing after its expiration or earlier termination, Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name;

(8) Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and

(9) In the event that litigation involving the Proprietary Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor. Franchisor shall conduct the defense, and bear the expense of such litigation, but shall be entitled to settle or otherwise dispose of the litigation on terms which, in its sole discretion, it may decide upon. Franchisee shall cooperate fully with Franchisor in defending or settling such litigation.

C. Franchisee expressly understands and acknowledges that:

(1) Franchisor is the licensor of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;

(2) The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

(3) Franchisee shall not directly or indirectly contest the validity or Franchisor's ownership of the Proprietary Marks;

(4) Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, except pursuant to the license granted by this Agreement;

(5) Any and all goodwill arising from Franchisee's use of the Proprietary Marks in its franchised operation under the System shall inure solely and exclusively to Franchisor's benefit and the owner of the Proprietary Marks, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned to Franchisee as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks; and

(6) The right and license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor and the owner of the Proprietary Marks thus has and retains the rights, among others:

(a) To use the Proprietary Marks itself in connection with selling products and services;

(b) To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and

(c) To develop and establish other systems using the same or similar Proprietary Marks, or any other marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee.

(7) Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder.

D. Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 8 will cause Franchisor irreparable injury, and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 8.

9. CONFIDENTIAL FRANCHISE MANUAL

A. In order to protect the reputation and goodwill of Franchisor, and to maintain high standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct its business in accordance with the Franchise Manual. Franchisor will loan to Franchisee, one (1) copy of its Franchise Manual, which Franchisee acknowledges having received by electronic access, or written copy, for the term of this Agreement. The Franchise Manual includes updates, memoranda, and information that Franchisor may provide from time to time.

B. Franchisee shall, at all times, treat the Franchise Manual, any other manuals created for, or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

C. The Franchise Manual shall, at all times, remain the sole property of Franchisor, and it must be returned to Franchisor, upon expiration or termination of this Agreement.

D. Franchisor may, from time to time, revise the contents of the Franchise Manual, and the Franchisee expressly agrees to comply with each new or changed standard.

E. Franchisee shall, at all times, maintain the Franchise Manual and ensure that the Franchise Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual maintained by Franchisor at Franchisor's home office shall be controlling.

10. CONFIDENTIAL INFORMATION

A. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation or limited liability company any Confidential Information, knowledge, or know how concerning the methods of operation of the Franchised Business which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business and Franchisee shall take such precautions as Franchisor deems necessary to ensure that Franchisee's employees retain such information in confidence.

B. Franchisee hereby acknowledges that pursuant to this Agreement, Franchisor will provide Franchisee with access to and training in processes and procedures of a proprietary nature and will provide Franchisee with access to and the right to use recipes and formulas, the Franchise Manual, logos, designs,

trademarks, trade names and other proprietary information in connection with Franchisee's development and operation of the Food Retail Unit. Franchisee acknowledges and agrees that Franchisee shall not at any time, whether during the term of this Agreement or after its expiration or earlier termination, disclose any information obtained through such training or from any materials provided by Franchisor to Franchisee and pertaining to the System to any third party other than employees of Franchisee directly involved in the operations of the Food Retail Unit. Further, Franchisee agrees that during the term of this Agreement and after its expiration or earlier termination, it shall not use any of such information or Proprietary Marks, including but not limited to any processes, procedures, recipes, and formulas, for any purpose other than the operation of the Food Retail Unit and will take all steps necessary to prevent any other use of them. Without limiting the foregoing, Franchisee specifically agrees that it shall not during the term of this agreement or after its expiration or earlier termination, offer for sale at any location, other than during the term of this Agreement the Food Retail Unit being operated at that time pursuant to this Agreement, any food products prepared using in whole or part the procedures, processes, techniques, recipes or formulas provided by Franchisor to Franchisee.

C. As used herein, "Confidential Information" means any proprietary or confidential data or information related to the business of Franchisor including, without limitation, the "Franchise Manual" and its contents, customers and clients, or any affiliate of Franchisor. Confidential Information shall include, but shall not be limited to, technical and non technical data or information related to recipes, ingredients, formulas, methods or processes, preparation techniques, operations, finances, actual or potential customers, marketing plans, prices and pricing policies, samples, concepts, materials, proprietary information and technologies which are the property of Franchisor, its business partners, customers and clients, or any affiliate of either, and such other information, knowledge, know how and techniques as Franchisor may from time to time designate as being confidential.

Confidential Information does not include information, knowledge, or know-how which Franchisee can demonstrate lawfully came to its attention before Franchisor provided it to Franchisee directly or indirectly; which, at the time Franchisor disclosed it to Franchisee, already had lawfully become generally known in the food-service industry through publication or communication by others (without violating an obligation to Franchisor); or which, after Franchisor disclosed it to Franchisee, lawfully becomes generally known in the food-service industry through publication or communication by others (without violating an obligation to Franchisor). However, if Franchisor includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

D. Franchisee shall adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to personnel of the Franchised Business and others and using non-disclosure agreements with those having access to Confidential Information. Franchisor has the right to regulate the form of agreements that Franchisee uses and to be a third-party beneficiary of those agreements with independent enforcement rights. The current form of Nondisclosure Agreement is attached as Attachment "E". Franchisee agrees to provide Franchisor copies of all executed Nondisclosure Agreements no later than ten (10) days following their execution.

11. ACCOUNTING AND RECORDS

A. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least five (5) years from the dates of their preparation, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Franchise Manual or otherwise in writing.

B. Franchisee shall, at Franchisee's expense, submit to Franchisor, in the form prescribed by Franchisor, an unaudited balance sheet of the Franchised Business and a statement of profit or loss for the

preceding quarter within thirty (30) days after the end of each quarter of Franchisee's fiscal year. Each such statement shall be signed by Franchisee's treasurer or chief financial officer attesting that it is true and correct.

C. Franchisee shall, at Franchisee's expense, provide to Franchisor a statement of profit or loss and a year end balance sheet prepared and certified by Franchisee's accountant and, upon written request by Franchisor, by an independent certified public accountant satisfactory to Franchisor, within ninety (90) days after the end of each fiscal year of the Franchised Business during the term hereof, showing the results of operations of the Franchised Business during said fiscal year. The Franchisee's public account or its chief financial officer shall attest that the financial statements present fairly the financial position of Franchisee and the results of operations of the Franchised Business during the period covered. Franchisor shall have the right, in its reasonable discretion, to require that Franchisee submit audited statements for any fiscal year or any period or periods of a fiscal year of Franchisee during the term of this Agreement, and to require Franchisee to cause its independent certified public accountant to consult with Franchisor, at Franchisee's expense, concerning the financial statements provided by Franchisee.

D. Franchisee and its shareholders or members if applicable shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Franchise Manual or otherwise in writing.

12. ADVERTISING

Recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

A. Franchisee shall be obligated to make Brand Fund Contributions in a manner consistent with Section 4.C(1).

(1) Brand Fund Contributions collected from Franchisee, and other Food Retail Unit franchisees under the names "Hissho Sushi", "Ōumi Sushi", and "Sushi With Gusto" (the "Brand Fund") will be used by Franchisor for expenditures that, in Franchisor's sole discretion, promote, enhance or further the Hissho, Hissho Sushi, Ōumi Sushi, and Sushi With Gusto names and the System, including: (i) expenses associated with preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, and (ii) paying the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that Franchisor incurs in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Fund contributions.

(2) The Brand Fund may spend in any fiscal year, more or less, than the total Brand Fund Contributions in that year, borrow from Franchisor or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from Franchisor or third parties, or invest any surplus for future use. Any amounts in the Brand Fund not spent during the fiscal year during which they were collected, may be used by Franchisor for other purposes on a short-term basis if that use does not impair the availability of those amounts for advertising purposes. An accounting of the use of Brand Fund Contributions collected from

franchisees during each calendar year will be made available to Franchisee annually, within a reasonable period of time after Franchisee's request.

(3) Company-owned stores will also contribute to the Brand Fund on the same basis as franchisees. The Brand Fund Contributions paid by Franchisee, other franchisees, and company owned stores will be maintained in a single account. Franchisor reserves the right to set up a separately incorporated entity to administer the Brand Fund.

B. Franchisor may offer, from time to time, to provide, upon Franchisee's request and at Franchisee's expense, approved local advertising and promotional plans and materials. If Franchisor provides applicable materials, Franchisee may utilize such materials without additional written consent. Franchisee may not use other materials without Franchisor's written consent.

C. Local Marketing. All local advertising by Franchisee must be conducted in a professional manner, must conform to the standards and requirements in Franchisor's Franchise Manual, and must display Franchisor's Marks only in those forms approved by Franchisor. Franchisor may offer periodically to provide upon Franchisee's request and at Franchisee's expense, approved local advertising and promotional plans and materials to Franchisee to use as part of Franchisee's local marketing program. The purpose of the local marketing program is to increase patronage of the Food Retail Unit by consumers. If Franchisee does not receive Franchisor's written approval within 15 days from the date of receipt by Franchisor of such materials, Franchisor will be deemed to have rejected the proposed advertising. Franchisor may make available to Franchisee, from time to time, approved advertising, promotional plans and materials for purchase. Franchisee is not obligated to accept or purchase any such advertising, promotional plans, and materials offered to Franchisee by Franchisor. Franchisee shall not use any advertising or promotional plans and materials that have not received Franchisor's prior written approval.

D. There is currently no advertising council composed of franchisees but Franchisor reserves the right to establish a council at a later date and to require Franchisee to comply with any obligations associated with such a council.

E. Franchisee must participate in any and all national advertising, marketing, and charitable promotions ("Promotions"), as Franchisor designates and approves, in its sole discretion, and Franchisee will not have the right to decline participation in any Promotions without Franchisor's prior consent.

F. Franchisee may not maintain a website, or otherwise maintain a presence, or advertise on the Internet, or any other public computer network in connection with Franchisee's Food Retail Unit without Franchisor's prior written approval.

G. Franchisor will not prevent the formation of franchisee cooperatives. Franchisor may, in its sole discretion form, develop, and coordinate cooperatives. Currently, there are no regional or national marketing cooperatives for Food Retail Unit franchisees. Franchisor encourages its franchisees to form and operate voluntary franchisee cooperative regional advertising associations (each a "Cooperative"). If a Cooperative is formed for Franchisee's region, Franchisee must participate in the Cooperative or lose Franchisee's right to vote as to Cooperative matters. The membership of the Cooperative would be defined by Franchisor by market area. Franchisor reserves the right at any time, and in its sole discretion, to form, change, dissolve, or merge Cooperatives, and Franchisee will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to Franchisee's other required marketing expenditures.

13. INSURANCE

A. Franchisee shall maintain insurance in force as follows:

(1) Employer's liability and worker's compensation as prescribed by law in the state in which the Food Retail Unit is located and as stated in the Franchise Manual;

(2) general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual. If Franchisee fails to maintain the required insurance coverages, Franchisor may obtain the insurance and deduct it from Franchisee's Franchise Commissions see Item 6).

(3) All policies of insurance shall name Franchisor as an additional insured; and shall provide that the policy cannot be cancelled without thirty 30 days prior written notice to Franchisor; and shall specify that copies of all notices shall be sent to Franchisor. Franchisee shall furnish Franchisor with copies of all policies or certificates evidencing insurance in force as required herein. Evidence of payment of premiums shall be delivered to Franchisor at least thirty 30 days prior to the expiration dates of each existing insurance policy; and

(4) Such additional insurance covering such additional risks or providing such higher limits as Franchisor may reasonably request. Franchisor's additional requirements may be stated in the Franchise Manual, the requirements and coverages being subject to change by Franchisor.

B. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in the Franchise Manual or otherwise in writing, Franchisor shall have the right and authority without, however, any obligation to do so immediately to procure such insurance and to charge same to Franchisee, which charges, together with the Insurance Service Fee described in Paragraph 4.D19 of this Agreement, for Franchisor's time and expenses in so acting which amounts will be deducted from Franchisee's Franchise Commission. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

14. TRANSFER

A. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity.

B. Transfer by Franchisee of the right to operate the Food Retail Unit, or any interest in this Agreement, the Franchise rights and license rights, and Franchisee are limited as follows and may only occur after Franchisee has operated the Food Retail Unit for at least one year:

(1) Franchisee's authority to transfer any interest under this Agreement is also subject to the terms of any other agreement between Franchisor and Franchisee which may impose additional conditions and limitations on Franchisee's right to transfer its interest under this Agreement.

(2) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and Franchisor has granted this Agreement in reliance on Franchisee's business skill and financial capacity, and the business skill, financial capacity and personal character of Franchisee's shareholders or members. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, limited liability company, or other legal entity which directly or indirectly owns any interest in the Food Retail Unit, in this

Agreement, or in Franchisee shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in the Food Retail Unit, interest in this Agreement, interest in the Franchise rights and license rights, or any obligations granted hereunder, or in Franchisee without the prior written consent of Franchisor. Any such proposed transfer shall be subject, where applicable, to Franchisor's option to purchase set forth in Paragraph 14.C herein. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor required by this Paragraph 14.B(2), or any attempted or purported transfer of fewer than all Food Retail Units under this Agreement, shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Paragraph 15.B of this Agreement.

(3) If a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring a controlling interest in any Food Retail Unit, interest in this Agreement, interest in the Franchise rights or license rights granted hereunder, or interest in Franchisee, Franchisor may, in its sole discretion, not elect to exercise its option to purchase set forth in Paragraph 14.C herein, and require any or all of the following as conditions of its approval:

(a) All of Franchisee's accrued and outstanding monetary obligations to third parties and all accrued and outstanding obligations to Franchisor, or any affiliate of Franchisor shall have been satisfied;

(b) Franchisee shall not be in default of any provision of this Agreement, any amendment hereto or successor hereof, or any other agreement between Franchisee and Franchisor, its parents, subsidiaries, or affiliates;

(c) The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; and shall agree to remain liable to Franchisor for all affirmative obligations, covenants, and agreements contained herein for two 2 years following the effective date of transfer or, if transferor retains any interest of any kind in the transferred business, for a period greater than two 2 years, until the interest is extinguished or for such shorter period as Franchisor may, in its sole discretion, determine;

(d) The transferee shall enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement; and, if the obligations of Franchisee were guaranteed by the transferor, the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;

(e) The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business herein as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Business;

(f) At Franchisor's option, the transferee (i) shall execute and/or, upon Franchisor's request, shall cause all interested parties to execute), for a term ending on the expiration date of this Agreement, the then current standard form of franchise agreement being offered to new System franchisees and other ancillary agreements (including, without limitation, Franchisor's then current form of Nondisclosure Agreement and Nondisclosure and Non-Competition Agreement), modified to require the transferee to pay a pro rated franchise fee for the remaining term of the Franchise Agreement; or (ii) sign Franchisor's then current form of franchise agreement for a full term and pays Franchisor's then current Initial Franchise Fee in full. The then current Franchise Agreement shall include a guarantee of such agreement executed by all shareholders of the transferee, as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all

respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate and Brand Fund contribution;

(g) At Franchisor's sole discretion, the transferee, at its expense, shall upgrade the Food Retail Unit to conform to the then current standards and specifications of System restaurants, and shall complete the upgrading and other requirements within the time specified by Franchisor;

(h) Franchisee shall remain liable for all of its obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(i) At the transferee's expense, transferee's Operating Principal and other equity owners, if applicable, shall complete any training and certification programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require; and

(j) Franchisee shall pay to Franchisor a transfer fee of one thousand five hundred dollars \$1,500 for each transferred Food Retail Unit for which Franchisee requests the right to transfer, and any other transfer fees required by Paragraph 4.C(22) or 4.C(22), plus Franchisor's legal expenses related to review and administration of the transfer including Franchisor's cost of travel, lodging and meals;

(4) Franchisee shall grant no security interest in this Agreement or in the Franchised Business other than a pledge of assets to secure a bona fide loan made or credit extended in connection with acquisition of the assets pledged unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option to purchase the rights of the secured party upon payment of all sums then due to such secured party.

(5) Franchisee acknowledges and agrees that each condition which must be met by transferee is necessary to assure such transferee's full performance of the obligations hereunder.

C. Franchisor shall have the option to purchase any interest in the Food Retail Unit or this Agreement as follows:

(1) Any party holding any direct or indirect interest in the Food Retail Unit, in this Agreement or in Franchisee who desires to accept any bona fide offer from a third party to purchase such interest, if a transfer of that interest alone or together with other previous, simultaneous or proposed transfers would have the effect of transferring a controlling interest in the Food Retail Unit, in this Agreement, or in Franchisee, shall provide Franchisor with all of the terms of the proposed transfer in writing at least sixty (60) days prior to the proposed date of transfer. Franchisor shall have the right and option, exercisable within sixty (60) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party, net of any finders or brokers' fees which any third party would be obligated to pay. In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor does not exercise its option to purchase, Franchisee or shareholders or members of Franchisee, as applicable, may proceed to consummate a transfer to a third party if they have complied with the conditions of this Paragraph 14. If Franchisor did not exercise its option to purchase, any material change in the terms of the third party's offer prior to closing shall constitute a new offer subject to the same option to purchase by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Paragraph 14.C shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Paragraph 14 with respect to a proposed transfer.

(2) In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor is not in a position to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash.

D. Upon the death or mental incapacity of any person with a controlling, direct or indirect interest in this Agreement or in Franchisee or the Franchised Business, Franchisor may take possession of the Food Retail Units and operate it for its own account. Upon taking possession of the Food Retail Units Franchisor shall give credits to Franchisee's account against any amounts owed in the amount of fifty percent 50% of Franchisee's original cost of acquisition of equipment acquired from Franchisor and one hundred percent 100% of Franchisee's cost for any unopened, usable food utilized by Franchisor.

E. Franchisor's consent to a transfer of any interest in Franchisee, rights to operate the Food Retail Unit, interest in this Agreement or any license or Franchise rights granted hereunder shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

F. Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 14 will cause Franchisor irreparable injury, for which no adequate remedy at law may be available, and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 14.

15. DEFAULT AND TERMINATION

A. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against Franchisee and not opposed by Franchisee; or if Franchisee is adjudicated a bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian permanent or temporary of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee.

B. Upon occurrence of any of the following events, Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and may take immediate possession of the Food Retail Units together with all equipment and inventory:

(1) If Franchisee fails to immediately operate the Franchised Business if it is a currently operating Food Retail Unit, or if Franchisee shall fail to open upon Franchisor's designated opening date if the Food Retail Unit is not yet operating;

(2) If Franchisee or any shareholder or member of Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, adversely to affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;

(3) If Franchisee or any shareholder or member of Franchisee purports to transfer any interest in this Agreement, any rights hereunder, including but not limited to any rights to operate the Food Retail Units, Franchise and license rights or obligations under this Agreement or any interest in Franchisee to any third party without Franchisor's prior written consent, contrary to the terms of Paragraph 14 of this Agreement; or if

Franchisor purports to transfer or attempt to transfer fewer than all Food Retail Units under this Franchise Agreement;

(4) If, contrary to the terms of Paragraph 9 or 10 hereof, Franchisee discloses or divulges the contents of the Franchise Manual or other Confidential Information provided to Franchisee by Franchisor;

(5) If Franchisee knowingly maintains false books or records, or knowingly submits any false reports to Franchisor;

(6) If Franchisee, or any shareholder or member of Franchisee, violates Paragraph 8 hereof by making any unauthorized use of any name, trademark, service mark, or other Proprietary Mark or Trade Dress of Franchisor;

(7) If Franchisee shall cause, suffer, or permit voluntarily or involuntarily its right to or possession of the premises on which the Food Retail Unit is located to be terminated prematurely for any cause whatsoever; or if Franchisee shall fail to follow any policy, rule, regulation or directive of the Retail Host; be in material default under the lease for the premises on which the Food Retail Unit is located;

(8) If Franchisee ceases to operate or otherwise abandons, fails to open the Food Retail Unit during ordinary business hours, or attempts to cease to operate or abandon, the Food Retail Unit, or enters into an agreement to sell, or sells, or purports or attempts to sell rights to the Food Retail Unit, or substantially all right in and to the Food Retail Unit or substantially all of the assets of Franchisee or of the Food Retail Unit, without Franchisor's prior written consent;

(9) If any other Franchise Agreement with Franchisor is terminated based upon Franchisee's default thereunder, or if Franchisee is in default under any other contract with Franchisor or other affiliate(s) of Franchisor;

(10) If Franchisee, after curing a default pursuant to Paragraph 15.C, commits the same, or a substantially similar, default again within one hundred eighty 180 days after the prior default occurred, whether or not cured after notice;

(11) If Franchisee repeatedly is in default under Paragraph 15.C for failure to comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

(12) If for any reason Franchisor's right of possession or right to operate the Food Retail Unit expires or is terminated and Franchisor loses the right to retain the location in which the Franchised Business operates;

(13) If Franchisee engages in any practice that in Franchisor's discretion threatens the health of any of Franchisee's customers;

(14) If Franchisee shall operate in violation of any food safety regulation or requirement, including those required by Franchisor in Franchisor's sole discretion. With respect to a default and termination on the basis of this paragraph 15.B(14), notice may be given verbally by telephone, in person, text message, fax or as provided otherwise in this Agreement;

(15) If Franchisee denies Franchisor or its designee the right to inspect the Food Retail Unit at any time;

(16) If Franchisee fails to comply with the in term covenants in Paragraph 17.A hereof or employs, or seeks to employ, any person who at the time is employed by Franchisor or any of its affiliates or by any HISSHO Sushi, ŌUMI Sushi, or SUSHI WITH GUSTO franchisee, or otherwise induces, directly or indirectly, any such person to leave such employment;

(17) If a final judgment against Franchisee remains unsatisfied or of record for thirty 30 days or longer unless an appeal is filed and *supersedeas* bond obtained);

(18) If Franchisee is dissolved, execution is levied against Franchisee's business or property, suit to foreclose any lien or mortgage against the Franchised Business or equipment situated therein is instituted against Franchisee and not dismissed or bonded off within sixty 60 days, or the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal or constable; or

(19) If Franchisee purchases ingredients used to produce food products from an unapproved source and has been assessed a Non Compliance Fee for such a deviation on at least one 1 prior occasion, or if Franchisee's food inventory order to Franchisor or its affiliate is less than ninety percent 90% of the total amount reasonably required to meet the Food Retail Unit's production needs and Franchisee has been assessed the Ordering Non Compliance Fee on two 2 or more prior occasions.

C. Except as otherwise provided in Paragraphs 15.A and 15.B of this Agreement, Franchisee shall have fifteen (15) days after its receipt from Franchisor of a written notice of default within which to remedy any default hereunder and to provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, Franchisor may terminate this Agreement, effective immediately upon Franchisee's receipt of notice from Franchisor after the expiration of the fifteen (15) day period or such longer period as applicable law may require. Franchisee shall be in default hereunder for any failure to comply with any of the requirements imposed by this Agreement, including any matter enumerated in this Paragraph 15.C, as it may from time to time reasonably be supplemented by the Franchise Manual, or to carry out the terms of this Agreement in good faith. Such defaults shall include, for example, but without limitation, the occurrence of any of the following events:

(1) If Franchisee fails, refuses, or neglects promptly to pay any monies owing to Franchisor or its parents, subsidiaries or affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement;

(2) If Franchisee fails to pay or fails repeatedly to make prompt payment of undisputed amounts due to its suppliers, landlord, equipment lessors, or other third parties;

(3) If Franchisee fails to maintain the Food Retail Unit in a good, clean and wholesome manner, fails to maintain or observe any of the other standards or procedures prescribed by Franchisor in this Agreement, the Franchise Manual, or otherwise in writing, or fails to strictly comply with all rules, policies, regulations and directives of the Retail Host with respect to Retail Host locations;

(4) If Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement; or

(5) If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks or uses the Franchisor's Trade Dress other than in connection with the Food Retail Unit or uses any of Franchisor's products, procedures or methods in any other operation not authorized by Franchisor.

D. In order to maintain continuous operation of the Food Retail Unit and to promote the best interests of the System, in the event this Agreement is terminated, or if Franchisee shall at any time abandon any Food Retail Unit for any period of time, Franchisor shall have the right immediately upon termination to enter and take possession of and operate the Food Retail Unit. Upon taking possession of the Food Retail Units Franchisor shall give credits to Franchisee's account against any amounts owed in the amount of fifty percent 50% of Franchisee's original cost of acquisition of equipment acquired from Franchisor and one hundred percent 100% of Franchisee's cost for any unopened, usable food utilized by Franchisor.

E. Franchisor may terminate this Agreement if for any reason it or its affiliates shall lose the right to operate a Food Retail Unit in the Retail Host location under its agreements with the Retail Host. No guaranty or warranty is made by Franchisor that it shall have the ongoing right to operate any Food Retail Unit, and Franchisor shall have no obligation to compensate or reimburse any payments made to Franchisee, or to provide another franchised Food Retail Unit to replace a Food Retail Unit.

F. Upon termination of this Agreement, Franchisee shall not remove any furniture, fixtures, signs, equipment or other property or leasehold improvements from the Food Retail Unit premises without the written consent of Franchisor.

G. Upon termination of this Agreement, or abandonment of any Food Retail Unit by Franchisee (abandonment shall be deemed to have occurred if Franchisee shall fail to open for business on any business day), Franchisor shall have the immediate right to take possession of the Food Retail Unit without notice to Franchisee; and Franchisor shall be entitled to withhold all fees, damages, amounts owed to Franchisor or its affiliates, and to accelerate any financial obligations of Franchisee to Franchisor or its affiliates, and to apply all or any portion of Net Sales to such obligations of Franchisee.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

A. Franchisee shall immediately cease to operate the Franchised Business, shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor; and shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System; the Proprietary Marks HISSHO, ŌUMI, SUSHI WITH GUSTO, and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices and any Trade Dress associated with the System.

B. Franchisee shall return possession of the premises to Franchisor immediately on demand by Franchisor, leaving all furniture, fixtures, equipment and signage used in connection with the Food Retail Unit in place. Franchisor also may require Franchisee to leave in place all of Franchisee's usable inventory items, small wares and other tangible property used in the Food Retail Unit, and if so Franchisor will purchase all such usable items from Franchisee for their fair value as posted in the Franchise Manual.

C. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "HISSHO" "ŌUMI" or "SUSHI WITH GUSTO" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty 30 days after termination or expiration of this Agreement.

D. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or

deception, or which is likely to dilute Franchisor's rights in and to the Proprietary Marks, and further agrees not to utilize any Trade Dress or designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

E. Franchisee shall promptly pay all sums owing to Franchisor and its subsidiaries and affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the premises operated hereunder at the time of default.

F. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Paragraph 16.

G. Franchisee shall immediately deliver to Franchisor all manuals, including the Franchise Manual, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including, without limitation, brochures, agreements, invoices, and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession, and all copies thereof all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

H. Franchisee shall comply with any surviving covenants contained in Paragraph 3 of this Agreement.

17. COVENANTS

A. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, information relating to the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Accordingly, Franchisee covenants that:

(1) During the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee and its Operating Principal and other equity owners shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company:

(a) Divert or attempt to divert any business or customer of the Food Retail Unit to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Proprietary Marks and the System;

(b) Employ or seek to employ any person who is at that time employed by Franchisor or by any other developer or franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment;

(c) Own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in a sushi bar, shop, restaurant or retail counter that features sushi, or any business granting franchises or licenses to others to operate a sushi bar, shop, restaurant or retail counter that features sushi, wherever located or operating; or,

(d) Offer any items which are menu items or items produced in any Food Retail Unit, wherever located.

(2) For a continuous uninterrupted period of one (1) year commencing upon the expiration or termination of this Agreement, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, Franchisee and its Operating Principal and other equity owners shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in a sushi bar, shop, restaurant or retail counter that features sushi, or any business granting franchises or licenses to others to operate a sushi bar, shop, restaurant or retail counter that features sushi, and shall not offer any items which are menu items or items produced in any Food Retail Unit, at, or within twenty (20) miles of, Franchisee's Food Retail Unit, or at any location within twenty (20) miles of any other Food Retail Unit.

B. Paragraph 17.A shall not apply to ownership by Franchisee of less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934.

C. The parties agree that each of the foregoing covenants, and each of the subparts of the foregoing covenants, shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Paragraph 17 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Paragraph 17.

D. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Paragraph 17.A or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified.

E. Franchisee expressly agrees that the existence of any claims it may have now or in the future against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Paragraph 17.

F. Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 17 would result in irreparable injury to Franchisor, for which no adequate remedy at law may be available, and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 17.

G. Franchisee agrees to require its Operating Principal and all of its other equity owners to sign, and Franchisee will submit to Franchisor executed copies of, Franchisor's then current form of Nondisclosure and Non-Competition Agreement, concurrent with the execution of this Agreement, or at such time as they assume such status. The current form of Nondisclosure and Non-Competition Agreement is attached as Attachment "F". Franchisee agrees to provide Franchisor copies of all executed Nondisclosure and Non-Competition Agreements no later than ten (10) days following their execution.

18. FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented or delayed, in whole or in part, by reason of force majeure, or the consequence thereof, affecting the parties hereto or the rights granted hereunder, such force majeure to include but not be limited to acts of God, fire, flood, governmental restrictions, lockouts or labor

disputes, then the affected party shall be given such additional time as is reasonable to perform in view of the nature and extent of the force majeure.

19. TAXES, PERMITS, AND INDEBTEDNESS

A. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor.

B. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

C. Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, resale and sales tax permits, and fire clearances.

D. Franchisee shall notify Franchisor in writing within ten (10) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee and Franchisor are, and will be, independent contractors, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

B. During the term of this Agreement and any extensions thereof, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a Franchise Agreement with Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Food Retail Unit, the content of which Franchisor reserves the right to specify.

C. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business or any claim or judgment arising therefrom. Franchisee shall indemnify and hold Franchisor and Franchisor's officers, directors, shareholders, and employees harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with, Franchisee's operation of the Franchised Business, as well as the costs, including attorneys' fees, of defending against them.

21. APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.

B. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

C. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to a subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

22. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given immediately when sent by email to Franchisee’s assigned “@hisshofranchisee.com” email address, or Franchisee’s personal email address on file with Franchisor (a) on the day delivered, if delivered personally, or (b) three (3) business days after being mailed, if mailed first class, postage prepaid, registered or certified mail, return receipt requested, or (c) one (1) business day after being mailed, if sent via a reputable overnight courier service, as follows:

If to Franchisor: HISSHO INTERNATIONAL, LLC
Attn: Franchise Department
11949 Steele Creek Road
Charlotte, North Carolina 28273

If to Franchisee: Name: _____
Address: _____

Phone #: _____

Any party may give notice of a change of address by written notice given as provided in this paragraph.

23. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the Attachments hereto constitute the entire, full, and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements. No representations have induced Franchisee to execute this Agreement except for those contained in this Agreement, the Exhibits and the Franchise Disclosure Document. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Further, no modification, amendment, waiver, discharge or termination of any obligation of Franchisee, and no other matter or termination of any nature or kind whatsoever, including without limitation any release of Franchisee from any such obligation, shall release any shareholder or member of any guaranty obligation given or made by him under this Agreement or otherwise, whether or not such shareholder or member has notice thereof, all rights to notice or to consent being expressly waived hereby. Nothing in this Agreement is intended to disclaim the representations made in the Franchise

24. SEVERABILITY AND CONSTRUCTION

A. Except as expressly provided to the contrary herein, each portion, paragraph, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any portion, paragraph, section, part, term, and/or provisions herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portion, paragraph, section, part, term, and/or provision of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portion, paragraph, section, part, term, and/or provision shall be deemed not to be a part of this Agreement.

B. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, and employees, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated by Paragraph 14 hereof, any rights or remedies under or by reason of this Agreement.

C. Franchisee and each of its shareholders or members, as applicable, expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

E. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Franchisee.

F. This Agreement shall be executed in three copies and each executed copy shall be deemed an original.

25. ARBITRATION

A. ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISEE AND FRANCHISOR OR THEIR RESPECTIVE AFFILIATES, FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE, THE SCOPE AND VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISEE AND FRANCHISOR OR ANY PROVISION OF SUCH AGREEMENTS (INCLUDING THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATIONS UNDER THIS PARAGRAPH 25.A, WHICH THE PARTIES ACKNOWLEDGE IS TO BE DETERMINED BY THE ARBITRATOR AND NOT A COURT), OR ANY SYSTEM STANDARDS AND SPECIFICATIONS SHALL BE SUBMITTED FOR RESOLUTION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR A COMPARABLE ORGANIZATION IF THE AAA CEASES TO EXIST, AND DETERMINED PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE ADMINISTERING ORGANIZATION. SUCH ARBITRATION PROCEEDINGS SHALL BE CONDUCTED WITHIN MECKLENBURG COUNTY, NORTH CAROLINA. ANY ARBITRATION BETWEEN OR AMONG

THE PARTIES TO THIS AGREEMENT AND ANY OF THEIR RELATED PARTIES SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT ON A CONSOLIDATED, MASS, OR CLASS WIDE BASIS. THIS ARBITRATION CLAUSE WILL NOT DEPRIVE EITHER PARTY OF ANY RIGHT IT MAY OTHERWISE HAVE TO SEEK PROVISIONAL INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION. THE ARBITRATOR MUST BE AN ATTORNEY WITH SUBSTANTIAL EXPERIENCE IN FRANCHISE LAW. THE PARTIES ASK THAT THE ARBITRATOR LIMIT DISCOVERY TO THE GREATEST EXTENT POSSIBLE CONSISTENT WITH BASIC FAIRNESS IN ORDER TO MINIMIZE THE TIME AND EXPENSE OF ARBITRATION. IF PROPER NOTICE OF ANY HEARING HAS BEEN GIVEN, THE ARBITRATOR WILL HAVE FULL POWER TO PROCEED TO TAKE EVIDENCE OR TO PERFORM ANY OTHER ACTS NECESSARY TO ARBITRATE THE MATTER IN THE ABSENCE OF ANY PARTY WHO FAILS TO APPEAR. BOTH PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO DEMAND A TRIAL. THE ARBITRATOR WILL HAVE NO POWER TO (1) STAY THE EFFECTIVENESS OF ANY PENDING TERMINATION OF THE FRANCHISE; OR (2) MAKE ANY AWARD THAT MODIFIES OR SUSPENDS ANY LAWFUL PROVISION OF THIS AGREEMENT. THE PARTY AGAINST WHOM THE ARBITRATOR RENDERS A DECISION MUST PAY ALL EXPENSES OF ARBITRATION. ANY COURT OF COMPETENT JURISDICTION MAY ENTER JUDGMENT UPON ANY AWARD.

B. FRANCHISEE RECOGNIZES THAT FRANCHISEE IS A MEMBER OF A FRANCHISE NETWORK AND THAT FRANCHISEE'S ACTS AND OMISSIONS MAY HAVE A POSITIVE OR NEGATIVE EFFECT ON THE SUCCESS OF OTHER BUSINESSES OPERATING UNDER FRANCHISOR'S PROPRIETARY MARKS. FAILURE ON THE PART OF A SINGLE FRANCHISEE TO COMPLY WITH THE TERMS OF ITS FRANCHISE AGREEMENT IS LIKELY TO CAUSE IRREPARABLE DAMAGE TO FRANCHISOR AND TO SOME OR ALL OF ITS OTHER FRANCHISEES. FOR THIS REASON, FRANCHISEE AGREES THAT IF FRANCHISOR CAN DEMONSTRATE TO A COURT OF COMPETENT JURISDICTION THAT THERE IS A SUBSTANTIAL LIKELIHOOD OF FRANCHISEE'S BREACH OR THREATENED BREACH OF ANY OF THE TERMS OF THIS AGREEMENT, FRANCHISOR WILL BE ENTITLED TO AN INJUNCTION RESTRAINING THE BREACH OR TO A DECREE OF SPECIFIC PERFORMANCE, WITHOUT SHOWING OR PROVING ANY ACTUAL DAMAGE, UNTIL A FINAL DETERMINATION IS MADE BY AN ARBITRATOR.

C. THE PARTIES HERETO RECOGNIZE, AND ANY ARBITRATOR IS AFFIRMATIVELY ADVISED, THAT CERTAIN PROVISIONS OF THIS AGREEMENT DESCRIBE FRANCHISOR'S RIGHT TO TAKE OR REFRAIN FROM TAKING CERTAIN ACTIONS IN THE EXERCISE OF ITS BUSINESS JUDGMENT BASED ON ITS ASSESSMENT OF THE OVERALL BEST INTERESTS OF THE SYSTEM. WHERE SUCH DISCRETION HAS BEEN EXERCISED, AND IS SUPPORTED BY FRANCHISOR'S BUSINESS JUDGMENT, NO ARBITRATOR MAY SUBSTITUTE HIS OR HER JUDGMENT FOR THE JUDGMENT SO EXERCISED BY FRANCHISOR.

D. BOTH PARTIES WAIVE, TO THE GREATEST EXTENT PERMITTED BY LAW, ITS RIGHT TO SEEK OR BE AWARDED PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES BY AN ARBITRATOR, EXCEPT THAT FRANCHISOR MAY SEEK AND OBTAIN AN AWARD AGAINST FRANCHISEE OF TREBLED DAMAGES FOR TRADEMARK INFRINGEMENT SHOULD FRANCHISEE CONTINUE TO USE THE PROPRIETARY MARKS AFTER TERMINATION OF THIS AGREEMENT.

E. A PARTY THAT IS SUCCESSFUL IN ENFORCING ITS RIGHTS UNDER THIS AGREEMENT THROUGH COMMENCEMENT OF AN ACTION OR COUNTERCLAIM IN ARBITRATION WILL BE AWARDED ITS COSTS INCLUDING CHARGES FOR INVESTIGATION

AND PREPARATION, EXPERT WITNESS, THE ARBITRATOR AND THE ARBITRATION ADMINISTRATOR AND REASONABLE ATTORNEY FEES INCURRED IN SUCH ARBITRATION.

F. THIS ARBITRATION PROVISION IS DEEMED TO BE SELF EXECUTING, IS INTENDED TO BENEFIT AND BIND FRANCHISOR'S AND FRANCHISEE'S OWNERS AND AFFILIATED COMPANIES, AND WILL REMAIN IN FULL FORCE AND EFFECT AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT. IF EITHER PARTY FAILS TO APPEAR AT ANY PROPERLY NOTICED ARBITRATION PROCEEDING, AN AWARD MAY BE ENTERED AGAINST SUCH PARTY BY DEFAULT OR OTHERWISE NOTWITHSTANDING SAID FAILURE TO APPEAR.

G. THIS ARBITRATION CLAUSE WILL BE CONSTRUED AS INDEPENDENT OF ANY OTHER COVENANT OR PROVISION OF THIS AGREEMENT; PROVIDED THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY OF SUCH PROVISIONS ARE UNLAWFUL IN ANY WAY, THEN THE PARTIES' INTENT IS THAT THE COURT MAY MODIFY SUCH PROVISIONS TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW. HOWEVER, IF ANY COURT FINDS THAT THE PUNITIVE DAMAGES LIMITATION OR CLASS ACTION WAIVER CONTAINED IN THIS ARBITRATION CLAUSE IS UNCONSCIONABLE OR OTHERWISE UNENFORCEABLE, THEN EITHER PARTY MAY REQUIRE A DISPUTE OTHERWISE SUBJECT TO THE ARBITRATION CLAUSE TO BE DECIDED BY A COURT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITHOUT FIRST SUBMITTING THE DISPUTE TO ARBITRATION.

H. THIS AGREEMENT TO ARBITRATE SHALL BE ENFORCEABLE UNDER AND SUBJECT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1, ET. SEQ.

26. APPLICABLE LAW

A. This Agreement takes effect upon its acceptance and execution by Franchisor in the State of North Carolina, and shall be interpreted and construed under the laws of that State, which laws shall prevail in the event of any conflict of law; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of North Carolina, then such provisions shall be interpreted and construed under the laws of the state in which the principal office of Franchisee is located.

B. For any claims to which the arbitration provisions of Section 26 do not apply, the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of North Carolina and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

C. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed to be, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

D. Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

E. In the event of any action at law or in equity to secure or protect rights under or to enforce the terms of this Agreement, except as otherwise provided for in this Agreement, the prevailing party shall be entitled to recover reasonable counsel fees together with costs and expenses incurred in connection with the litigation.

27. ACKNOWLEDGMENTS

A. Franchisee acknowledges that the success of the business venture contemplated by this Agreement involves substantial business risks and will be largely dependent upon the ability of Franchisee as an independent business entity. Franchisor expressly disclaims the making of, and Franchisee acknowledges not having received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

B. Franchisee acknowledges that Franchisee has received, read, and understood this Agreement, the Exhibits attached hereto, and agreements relating hereto, if any; that other franchise agreements entered into by Franchisor may be different in form and content from this Agreement; and that Franchisor has accorded Franchisee ample time and opportunity, and has encouraged Franchisee, to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

C. Franchisee acknowledges that it received a complete copy of this Agreement, the Exhibits hereto, and agreements relating hereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, which rule is entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures," at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered three (3) copies of this Agreement on the day and year first above written.

FRANCHISOR:

FRANCHISEE:

HISHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

**ATTACHMENT A TO
FRANCHISE AGREEMENT BETWEEN
HISSHO INTERNATIONAL, LLC AND**

_____ [Franchisee Business Entity Name]
Dated _____.

1. Location of Food Retail Unit: The location approved by Franchisor for the Food Retail Unit franchised under the attached Franchise Agreement shall be:

2. Type of Food Retail Unit: Franchisee shall operate at that location:

_____ [Sushi Bar, Satellite Sushi Bar or Asian Food Bar]
3. Authorized Brand Name check one):

_____ HISSHO Sushi

_____ ŌUMI sushi

_____ SUSHI WITH GUSTO
4. Initial Franchise Fee: \$ _____
5. Franchise Commission: The Franchise Commission payable to Franchisee shall be _____% of Gross Sales of the Food Retail Unit, as all such terms are defined in this Agreement, but payment of the Franchise Commission, at all times, shall be subject to all the terms and conditions, deductions and limitations contained in Section 4, and other provisions of this Agreement.
6. Telephone Number of Retail Host: _____.
7. The date of the commencement of operations of this Food Retail Unit is _____.
8. Paragraph 2.A is amended so that the term of this Franchise Agreement shall expire on: _____.

[SIGNATURES ON FOLLOWING PAGE]

FRANCHISOR:

HISHO INTERNATIONAL, LLC

By: _____

Its: _____

FRANCHISEE:

[Name of Business Entity]

By: _____

Its: _____

ATTACHMENT B TO
HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT

GUARANTY

As an inducement to **HISSHO INTERNATIONAL, LLC** ("Franchisor") to execute the Franchise Agreement ("Agreement"), to which this Guaranty is attached, each of the undersigned (jointly and severally each a "Guarantor" and collectively "Guarantors"), personally, absolutely, unconditionally and irrevocably (a) guarantees, as primary obligor and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants, and agreements required to be observed and performed or paid or reimbursed by Franchisee to Franchisor, its successors and assigns, under or relating to the Agreement, including any amendments or addenda thereto whenever made plus all costs, expenses and fees including reasonable attorneys fees and costs incurred by Franchisor in any way relating to the enforcement or protection of Franchisor's rights hereunder (collectively, the "Obligations") and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competitor, confidentiality, transfer, and arbitration requirements.

Depending on the creditworthiness of each Guarantor and the community property laws of the states in which they reside, Franchisor may require that the spouses of one or more Guarantors execute this Guaranty as well. Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate or we have waived in writing any requirement that such spouse execute this Guaranty.

Guarantor agrees that its Obligations under this Guaranty are irrevocable, continuing, absolute and unconditional and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have now or in the future by reason of: a) Any illegality, invalidity or unenforceability of any Obligation or the Agreement or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations; b) Any change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Agreement; c) Any default, failure or delay, willful or otherwise, in the performance of the Obligations; d) The failure of any other guarantor or third party to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of Guarantor or any other guarantor or surety with respect to the Obligations; e) The failure of Franchisor to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Agreement or otherwise; f) The existence of any claim, set off, counterclaim, recoupment or other rights that Guarantor or Franchisee may have against Franchisor other than a defense of payment or performance); and g) Any other circumstance including, without limitation, any statute of limitations), act, omission or manner of administering the Agreement or any existence of or reliance on any representation by Franchisor that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Guarantor.

Guarantor further acknowledges and agrees as follows: a) Guarantor unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to

all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations; b) This Guaranty is a guaranty of payment and performance and not of collection. Franchisor shall not be obligated to enforce or exhaust its remedies against Franchisee or under the Agreement before proceeding to enforce this Guaranty; c) This Guaranty is a direct guaranty and independent of the obligations of Franchisee under the Agreement. Franchisor may resort to Guarantor for payment and performance of the Obligations whether or not Franchisor shall have resorted to any collateral therefor or shall have proceeded against Franchisee or any other guarantors with respect to the Obligations. Franchisor may, at Franchisor's option, proceed against Guarantor and Franchisee, jointly and severally, or against Guarantor only without having obtained a judgment against Franchisee; d) Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Franchisor protect, secure, perfect or insure any lien or any property subject thereto;

Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Guaranty until all Obligations shall have been indefeasibly paid and discharged in full.

This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Franchisor, assign any of its rights, powers or obligations hereunder. Franchisor may assign this Guaranty and its rights hereunder without the consent of Guarantor. Any attempted assignment in violation of this section shall be null and void.

Upon demand but not less than ten (10) days after any default of Franchisee under Paragraphs 15.A, or 15.B of the Franchise Agreement, or fifteen (15) days after a default by Franchisee which is not cured under Paragraph 15.C of the Franchise Agreement, Guarantor shall immediately make payment of any liabilities previously incurred by Franchisee. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee.

This Guaranty shall remain in effect with respect to each Food Retail Unit referenced in the Franchise Agreement including those added after the date of the Franchise Agreement and this Guaranty, and the undersigned further agree that any amendment or addendum to the Agreement shall not invalidate or lessen the effect of the Guaranty.

If Franchisor is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be commenced in the state or federal court of competent jurisdiction located closest to Franchisor's then current principal business address (currently, Charlotte, North Carolina), and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that

Franchisor may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

This Guaranty constitutes the sole and entire agreement of Guarantor and Franchisor with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty electronically shall be effective as delivery of a manually executed original of this Guaranty.

Upon death of an individual guarantor, the estate of such guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

Signatures Of Each Guarantor

**Percentage Of Ownership
In Franchisee**

 %
Guarantor's Spouse

 %
Guarantor's Spouse

 %
Guarantor's Spouse

 %
Guarantor's Spouse

 %
Guarantor's Spouse

**ATTACHMENT C TO
HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT**



Franchisee Direct Deposit Banking Authorization

I, _____, individually or as Principle Operation Officer, hereby authorize Hissho International, LLC to deposit my royalty commission check(s) directly into my account as follows:

Company Name: _____

CF#: _____

Bank: _____

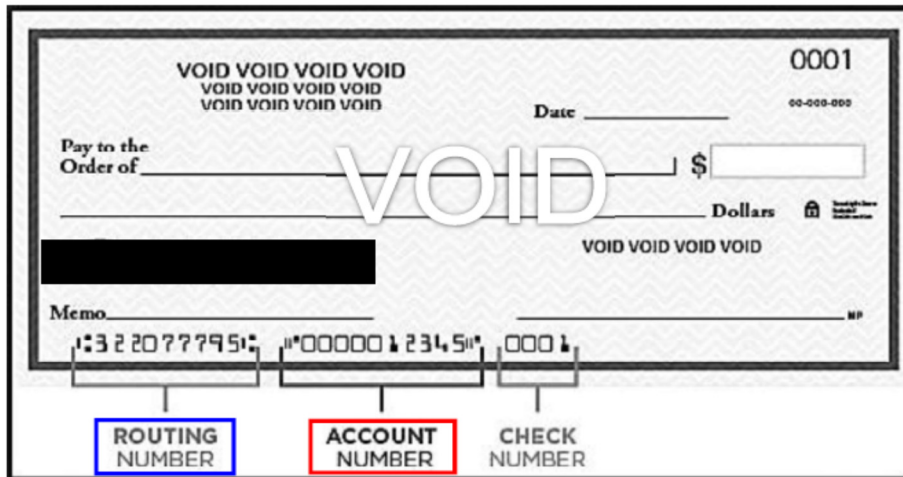
Routing #: _____

Account #: _____

Signature: _____ Date: _____

Please attach a void check from your bank with your account information.

Example:



**ATTACHMENT D TO
HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT**

EQUIPMENT LEASE AND SOFTWARE LICENSE AGREEMENT

This Equipment Lease and Software License Agreement (the "Agreement") is made and entered on _____ (the "Effective Date"), by and between Lwin International, LLC ("Lessor") and the party identified on the signature page of this Agreement ("Lessee") (each a "Party" and collectively referred to as the "Parties"). The Parties agree as follows.

1. Definitions.

1.1 "**Terms of Service**" means the BOHA! Subscription Agreement, Terms of Use, Privacy Notice and the other applicable rules, policies, and terms available at BOHA! Device Terms of (<https://www.transact-tech.com/m/restaurant-solutions/boha-terms-of-use>) Use or on or through the Equipment.

1.2 Any capitalized terms not explicitly defined in this Agreement shall have the definition given to such term of the Terms of Service.

2. **Equipment.** Lessor hereby leases to Lessee the equipment described below (the "Equipment").

Unit Number	Equipment Item Number	Terminal Serial Number	MIFI IMEI Number

3. **Term.** The lease will start on the Effective Date and will end on the date that Lessee ceases to operate the Hissho restaurant at the location set forth on this Agreement, the Agreement is terminated, and/or the Agreement is replaced or superseded by a new, signed Equipment Lease and Software License Agreement ("Term").

4. **Use of Equipment.** Lessee will use the Equipment only as intended in the ordinary operation of a Hissho restaurant at the location set forth on this Agreement. The Equipment is Lessor's property and will not become Lessee's property. Upon delivery of the Equipment to Lessee, Lessee shall bear the entire risk of loss, theft, destruction of, or damage to the Equipment or any portion thereof from any cause whatsoever ("Loss" or "Damage"), whether or not covered by insurance, and whether or not such Equipment is in use by you at the time of the Loss event. No Loss or Damage shall relieve Lessee of Lessee's obligations hereunder. Lessee shall keep the Equipment in a safe environment and protect it from Loss, Damage, or any legal encumbrance, and maintain it in accordance with Lessor's maintenance recommendations. Lessee shall provide the Equipment with a suitable secure space and power for its proper operation. Lessee shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications provided by Lessor and/or the manufacturers of the Equipment. Lessee shall not move the Equipment, attach any devices, change its method of telecommunication, or install any software without Lessor's prior written consent. The use of the Pre-Installed Software and Hosted Services under this Agreement

is limited solely to its use with the provided Equipment. At all times during the Term of this Agreement, Lessee shall maintain adequate insurance coverage sufficient to cover the full replacement cost of any Equipment provided to Lessee hereunder. Lessee is not liable for normal wear and tear, provided, however, that Lessee will be liable to Lessor in the event that any Equipment is lost, destroyed, stolen or rendered inoperative.

5. **Software License.** Lessor has arranged for the Equipment manufacturer to grant Lessee a fully paid up, royalty free, revocable license to use the Pre-Installed Software and a subscription to use the Hosted Services, as such terms are defined in the Terms of Service, in conjunction with the Equipment leased hereunder (the "Software License"). The Software License is between the owner of the Pre-Installed Software and Hosted Services and Lessee directly and is governed by the Terms of Service, including but not limited to the BOHA! **Subscription Agreement** (<https://www.transact-tech.com/m/restaurant-solutions/support/boha-subscription/>) the **Privacy Policy** (<https://www.transact-tech.com/m/restaurant-solutions/support/boha-privacy/>), and the **Terms of Use** (<https://www.transact-tech.com/m/restaurant-solutions/boha-terms-of-use>). To the extent required to enforce the Terms of Service, they are incorporated by this reference.

6. Fees.

6.1 **Initial Lease Fee.** Unless the box below is checked, an Initial Lease Fee of \$1,500 will be charged on your first statement. The Initial Lease Fee is payable in addition to the Software License Fees specified below.

Initial Lease Fee Waived

6.2 **Software License Fee.** Lessee agrees to pay to Lessor as a Software License Fee \$110.00 per statement (13 statements per year) (the "Software License Fee") at the same time and in the same manner as Lessee pays royalties and other fees to Hissho International, LLC ("Franchisor") or as otherwise designated by Lessor. If the Term does not start on the first day of the month or end on the last day of a month, the Software License Fee will be prorated accordingly. If any Fee is more than 30 days late, Lessee agrees to pay a late fee of \$100.

6.3 **Data Coverage Fee.** The Software License Fee includes up to 100mb of data usage for each statement period. You will pay a data coverage fee equal to \$6 per GB for additional data usage in connection with Lessee's use of the Equipment.

7. **Lessor Representations and Warranties.** Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement, that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Fees in a timely manner and performs all other obligations under this Agreement.

8. Lessee Obligations.

EQUIPMENT LEASE AND SOFTWARE LICENSE AGREEMENT

8.1 Lessee shall: (a) comply with the Terms of Service, as amended from time to time; (b) not alter or modify the Equipment other than as approved by Lessor. To that end, Lessee also shall not alter, remove, modify or tamper with any markings, name plates, indications of the source of origin, or other labels on the Equipment or any packaging supplied therewith; (c) advise Lessor fully with respect to all known health, safety, environmental, and other standards, specifications, and other requirements imposed by law, regulation or order in the territory and applicable to the Equipment; (d) advise Lessor of all known instructions, warnings, and labels applicable to the Equipment that are necessary or desirable under applicable laws, regulations, or practices; (e) procure, provide and maintain mobile network and data services, including LTE services to enable provision of the Hosted Services in connection with the Equipment; (f) hire and train such personnel, as may be required to use and operate the Equipment and to carry out Lessee's obligations under this Agreement; (g) keep and not remove each item of Equipment at any Hissho restaurant to which such item of Equipment was delivered with the prior written consent of Lessor. Upon request, (h) allow inspections of the Equipment during normal business hours and enter the Hissho restaurant where the Equipment may be located for such purpose; and (i) use each item of Equipment only for commercial or business purposes and operate each item in a careful and proper manner and in compliance with the requirements of all applicable Laws, insurance policies and manufacturers' instructions and warranties.

8.2 **Loss or Damage; Maintenance.** Lessee will maintain the Equipment in good repair, condition and working order. Lessee will cause all necessary repairs to the Equipment to be made promptly by qualified parties. Lessee will cause each item of Equipment for which a service contract is generally available to be covered by such a contract that provides coverages typical as to property of the type involved and is issued by a competent servicing entity. Lessee bears the entire risk of Loss or Damage to item of Equipment in whole or in part from any reason whatsoever ("Casualty Loss") from and after the date such Equipment is delivered to Lessee. No Casualty Loss to any item of Equipment shall relieve Lessee from its responsibility to pay the Fees or from any other obligation under this Agreement or any related document. Any Casualty Loss of the Equipment during Term of this Agreement will require Lessee to pay \$750 to Lessor to replace the Lost or Damaged Equipment.

9. **Possession and Surrender of Equipment and Data.**

9.1 THE EQUIPMENT IS THE PROPERTY OF LWIN FAMILY CO, LLC AND SUBJECT TO A SECURITY INTEREST GRANTED TO TRANSACT TECHNOLOGIES, INC. THE EQUIPMENT MAY NOT BE SUB-LEASED, TRANSFERRED, OR OTHERWISE DISPOSED IN ANY MANNER, WITHOUT THE EXPRESS WRITTEN PRIOR CONSENT OF LWIN FAMILY CO, LLC AND TRANSACT TECHNOLOGIES, INC. THE USE OF ANY SOFTWARE ASSOCIATED WITH THE EQUIPMENT, INCLUDING THE HOSTED SERVICES, SHALL BE SUBJECT TO THE TERMS OF USE AND LICENSES INCLUDED IN THE DOCUMENTATION AVAILABLE FROM TRANSACT TECHNOLOGIES, INC. ALL RIGHT, TITLE AND INTEREST IN SUCH SOFTWARE BELONGS TO TRANSACT

TECHNOLOGIES, INC. OR ITS LICENSORS, AND NO SUCH SOFTWARE MAY BE SUBLICENSSED OR OTHERWISE TRANSFERRED BY THE USER. USE OF THE BOHA! TERMINAL WITH LABELS AND OTHER CONSUMABLE SUPPLIES NOT MANUFACTURED BY TRANSACT TECHNOLOGIES, INC. WILL VOID ALL WARRANTIES AND MAY RESULT IN THE TERMINATION OR SUSPENSION OF HOSTED SERVICES REQUIRED TO MAINTAIN FULL FUNCTIONALITY OF THE BOHA! TERMINAL. BY USING THE EQUIPMENT, THE USER ACKNOWLEDGES AND AGREES TO THE TERMS OF THE SUBSCRIPTION AGREEMENT AVAILABLE AT <https://www.transact-tech.com/m/restaurant-solutions/support/boha-subscription/>

9.2 At the expiration of the Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted. If Lessee fails to return the Equipment in good condition and working order on or before the date required by Lessor, Lessee will be obligated to pay Lessor a non-return fee of \$1,500, in addition to any other available contractual, legal, or equitable remedies available to Lessor.

10. **Condition of Equipment; Obligation to Maintain Equipment.** Lessee or Lessee's agent has inspected or will inspect upon delivery, the Equipment and acknowledges that the Equipment is in good and acceptable condition. Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Term.

11. **Warranties; Disclaimers; Limitation on Damages.**

11.1 **Pass Through Warranty.** LESSOR AGREES TO PASS THROUGH TO LESSEE ANY WARRANTIES GIVEN BY THIRD PARTY MANUFACTURERS IN CONNECTION WITH THE EQUIPMENT TO THE EXTENT PERMITTED BY THE TERMS AND CONDITIONS OF SUCH WARRANTIES. THE CURRENT EQUIPMENT WARRANTIES CAN BE FOUND AT EQUIPMENT WARRANTY DOCUMENT <https://www.transact-tech.com/m/restaurant-solutions/support/transact-care/>. LESSOR DOES NOT MAKE ANY WARRANTY TO LESSEE OTHER THAN TO PASS THROUGH THE EQUIPMENT WARRANTY, IF ANY, PROVIDED BY THE MANUFACTURER OF SUCH EQUIPMENT.

11.2 **Disclaimer of Warranties.** EXCEPT FOR THE EQUIPMENT WARRANTY REFERRED TO IN SECTION 11.1 LESSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EQUIPMENT LEASE AND SOFTWARE LICENSE AGREEMENT

11.3 **Limitation of Liabilities.** THE SOLE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND LESSOR'S LIABILITY OF ANY KIND ARISING FROM ANY CONTRACT FOR SALE OF EQUIPMENT SHALL BE LIMITED TO THE SPECIFIC REMEDIES PROVIDED HEREIN. EXCEPT AS PROVIDED HEREIN. EXCEPT AS PROVIDED IN SECTION 11.1, THE EQUIPMENT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.4 **Incidental and Consequential Damages.** LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE EVEN IF LESSOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, EXCEPT AS A RESULT OF GROSSLY NEGLIGENT ACTS OR OMISSIONS OF LESSOR OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.

12. **Encumbrances, Taxes and Other Laws.** Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use, or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

13. **Default; Remedies.**

13.1 **Events of Default.** If (a) Lessee shall default in the payment of any Fees or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any Fee to Lessor, Franchisor, or Transact Technologies Inc., or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after written notice to Lessee, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by law (each an "Event of Default"), Lessor shall have the right to exercise any and all remedies available to it pursuant to this Agreement including but not limited to the Remedies set forth in Section 13.2.

13.2 **Remedies.** Upon an Event of Default, Lessor and/or its assignees shall have the right to exercise any one or more of the following remedies: (i) to declare all amounts payable under this Agreement for the Term hereunder immediately due and payable as to any or all items of the Equipment, without notice or demand to Lessee; (ii) to sue for and recover all amounts then accrued or thereafter accruing and payable, with respect to the Equipment;

(iii) to take possession or to authorize its assignee to take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any taking of possession of any Equipment shall not constitute a termination of this Agreement unless Lessor expressly so notifies Lessee in writing; (iv) to terminate this Agreement as to any or all items of Equipment; and (v) to pursue any other remedy at law or in equity. All remedies are cumulative and may be exercised concurrently or separately.

14. **Miscellaneous.**

14.1 **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14.2 **Assignment.** Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent. Lessor may assign its rights and obligations under this Agreement upon written notice to Lessee.

14.3 **Binding Effect.** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute arising out of this Agreement shall be exclusively heard and resolved in the state or federal courts located in Mecklenburg County, North Carolina.

14.5 **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and delivered by electronic mail to Lessor at franchiseinfo@hisshosushi.com and to Lessee at the email address provided below. Either Party may change the notice e-mail address from time to time by providing notice as set forth above.

14.6 **Modifications.** This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

14.7 **Cumulative Rights.** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

14.8 **Waiver.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

14.9 **Indemnification.** Lessee shall indemnify, defend, and hold harmless Lessor, TransAct Technologies Inc. and their

EQUIPMENT LEASE AND SOFTWARE LICENSE AGREEMENT

respective affiliates, directors, officers, employees, consultants, financial advisors, counsel, accountants, agents and representatives (collectively, "Indemnitees") against any and all losses, injury, death, damages, liabilities, claims, deficiencies, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Agreement ("Damages") incurred by one or more Indemnitees relating to any claim of a third party (including franchisees and end users of the Equipment) arising out of or relating to: (a) the possession, maintenance, use, condition, repair, return, disposition, use, transfer, sub-license, lease or sub-lease of any Equipment; (b) any inaccuracy in or breach of any of the representations of Lessee contained in this Agreement; and/or (c) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Lessee pursuant to the Terms of Service and/or this Agreement.

14.10 **Force Majeure.** Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: acts of God, flood, fire, pandemic, epidemic, outbreak of communicable disease, quarantine, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, governmental action or order, or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure Event"), in each case, provided that (a) such event is outside the reasonable control of the affected

Party; (b) to the extent practical in light of the Force Majeure Event, the impacted Party provides prompt notice to the other, stating the period of time the occurrence is expected to continue; and (c) the impacted Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Notwithstanding the preceding sentences, a Force Majeure Event shall not modify, limit, or alter Lessor's obligations to pay Fees due to Lessor under this Agreement.

14.11 **Security Interests.** Lessee authorizes Lessor and/or Lessor's lenders to file, from time to time, any UCC financing statement or financing statement amendment against Lessee with respect to the Equipment. Lessee will sign and deliver to Lessor any documents that Lessor reasonably requests in connection with the filing of such financing statements.

14.12 **Expenses.** Lessee will pay Lessor all costs and expenses, including repossession and attorneys' fees and court costs, incurred by Lessor in enforcing this Agreement, or costs and expenses incurred by Lessor in connection with obligations to any lenders associated with the Equipment in realizing upon or protecting any Equipment and in enforcing and collecting any obligations or any guaranty thereof, including, without limitation, if Lessor or any lender retains counsel for advice, suit, insolvency proceedings or any of the above purposes, the reasonable counsel's fees and expenses incurred by Lessor and/or lender. This obligation includes the payment of such costs and expenses whether Lessor or a lender starts a lawsuit or other proceeding or not, and if Lessor or lender starts a lawsuit or other proceeding, whether or not such lawsuit or proceeding is dismissed

AGREED TO THIS _____ BY:

LWIN FAMILY CO, LLC ("LESSOR")

_____ ("LESSEE")

Signature: _____

Signature: _____

By: _____

Name: _____

Its: _____

CF Code: _____

Date: _____

Date: _____

ATTACHMENT E TO
HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT
NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “*Agreement*”) is made as of the ____ day of _____, 20__, and is executed by _____ (“*Individual*,” “*me*,” or “*I*”) for the benefit of **Hissho International, LLC**, a Delaware limited liability company (“*Company*”), and for _____, a/an _____ (“*Franchisee*”).

Franchisee is a franchisee of Company pursuant to a franchise agreement entered into by those parties concerning a franchised business operating, or to be operated, under the brand name “Hissho Sushi” or “Ōumi Sushi” or “Sushi With Gusto” at _____ (the “*Franchise Agreement*”). The franchised business Company authorizes Franchisee to operate under the Franchise Agreement is known as the “*Food Retail Unit*,” which Food Retail Unit is one among all food retail units that Company owns, operates, or franchises under the “Hissho Sushi” or “Ōumi Sushi” or “Sushi With Gusto” name. I agree that, unless otherwise specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company’s proprietary and confidential information relating to the development and operation of Hissho Sushi, Ōumi Sushi and/or Sushi With Gusto Food Retail Units, including but not limited to the following concerning Hissho Sushi, Ōumi Sushi and Sushi With Gusto Food Retail Units: the “Franchise Manual” and its contents; technical and non technical data or information related to recipes, ingredients, formulas, methods or processes; preparation techniques; operations; finances; actual or potential customers; marketing plans; prices and pricing policies; and, samples, concepts, materials, proprietary information and technologies which are the property of Company, its business partners, customers and clients, or any affiliate of either (collectively, all information referenced above is known as the “*Confidential Information*”).

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers, directors or managers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchisee and/or Company. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

Upon the expiration or other termination for any reason of my employment, association, service or

ownership participation, I agree to return immediately to Company or Franchisee, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my possession that was utilized, or to which I had access, during my employment, association, service or ownership participation.

I acknowledge that violation of the covenant contained in this Agreement would result in immediate and irreparable injury to Company and Franchisee, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchisee (or both), in any appropriate jurisdiction and venue (notwithstanding other references to resolution of actions exclusively in Company's home prohibiting any conduct by me in violation of the restrictions on the use of Confidential Information under this Agreement). I expressly agree that any claims I may have against Company will not constitute a defense to Company's enforcement of the covenant not to use Confidential Information under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Company in connection with the enforcement of the covenant not to use Confidential Information set forth in this Agreement.

If all, or any portion of, this covenant not to use Confidential Information is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of North Carolina without recourse to North Carolina (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the state of North Carolina, and if the Food Retail Unit is located outside of the state of North Carolina and the provision would be enforceable under the laws of the state in which Food Retail Unit is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the state of North Carolina or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company's corporate headquarters (currently, Charlotte, North Carolina). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchisee or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Food Retail Unit is located.

I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISEE OR COMPANY. I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

ATTESTED TO BY FRANCHISEE:

INDIVIDUAL:

_____,
a/an _____

(Print Name)

By: _____
(Name of Franchisee's Officer)

(Signature)

Signed: _____
(Signature of Franchisee's Officer)

(Date)

(Date)

**ATTACHMENT F TO
HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT**

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NONDISCLOSURE AND NON-COMPETITION AGREEMENT (this “*Agreement*”) is made as of the ____ day of _____, 20__, and is executed by _____ (“*Individual*,” “*me*,” or “*I*”) for the benefit of **Hissho International, LLC**, a Delaware limited liability company (“*Company*”), and for _____, a/an _____ (“*Franchisee*”).

Franchisee is a franchisee of Company pursuant to a franchise agreement entered into by those parties concerning a franchised business operating, or to be operated, under the brand name “Hissho Sushi” or “Ōumi Sushi” or “Sushi With Gusto” at _____ (the “*Franchise Agreement*”). The franchised business Company authorizes Franchisee to operate under the Franchise Agreement is known as the “*Food Retail Unit*,” which Food Retail Unit is one among all food retail units that Company owns, operates, or franchises under the “Hissho Sushi” or “Ōumi Sushi” or “Sushi With Gusto” name. I agree that, unless otherwise specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company’s proprietary and confidential information relating to the development and operation of Hissho Sushi, Ōumi Sushi and/or Sushi With Gusto Food Retail Units, including but not limited to the following concerning Hissho Sushi, Ōumi Sushi and Sushi With Gusto Food Retail Units: the “Franchise Manual” and its contents; technical and non technical data or information related to recipes, ingredients, formulas, methods or processes; preparation techniques; operations; finances; actual or potential customers; marketing plans; prices and pricing policies; and, samples, concepts, materials, proprietary information and technologies which are the property of Company, its business partners, customers and clients, or any affiliate of either (collectively, all information referenced above is known as the “*Confidential Information*”).

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers, directors or managers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchisee and/or Company. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

I further agree that, during the term of my employment/service/association or ownership

participation, I will not, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company:

- (i) Divert or attempt to divert any business or customer of the Food Retail Unit to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Company's Proprietary Marks and the System;
- (ii) Employ or seek to employ any person who is at that time employed by Company or by any other developer or franchisee of Company, or otherwise directly or indirectly induce such person to leave his or her employment;
- (iii) Own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in a Competitive Business (defined below), wherever located or operating; or,
- (iv) Offer any items which are menu items or items produced in any Food Retail Unit, wherever located.

I understand and hereby explicitly acknowledge that engaging in any such prohibited conduct would or could be injurious to, or (in Company's sole judgment) have an adverse effect upon, Company's protectable interests in the Confidential Information, the "Hissho Sushi," "Ōumi Sushi" and/or "Sushi With Gusto" trademarks or related Proprietary Marks, or the goodwill and/or reputation of "Hissho Sushi," "Ōumi Sushi" and/or "Sushi With Gusto" Food Retail Units generally.

For purposes of this Agreement, a "**Competitive Business**" means (i) any sushi bar, shop, restaurant or retail counter that features sushi or (ii) any business granting franchises or licenses to others to operate the type of business specified in the preceding subparagraph (i) (other than a "Hissho Sushi," "Ōumi Sushi" or "Sushi With Gusto" Food Retail Unit operated under a franchise agreement with Company). Despite the foregoing definition of a Competitive Business, nothing under this Agreement or the Franchise Agreement will prevent Individual from owning for investment purposes less than five percent (5%) of a Competitive Business whose stock or other forms of ownership are registered under the Securities Exchange Act of 1934.

Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree:

- (i) to return immediately to Company or Franchisee, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my possession that was utilized, or to which I had access, during my employment, association, service or ownership participation;
- (ii) for a continuous uninterrupted period of one (1) year commencing upon the expiration or other termination of my employment, association, service or ownership participation, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, to refrain from, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, owning, maintaining, advising, helping, investing in, making loans to, being employed by, being the landlord of, engaging in, or having any interest in a Competitive Business, and offering any items which are menu items or items produced in any Food Retail Unit, at, or within twenty (20) miles of, Franchisee's Food Retail Unit, or at any location within twenty (20) miles of any other Food Retail Unit.

I acknowledge and understand that the provisions of this Agreement, including my representations, covenants, and warranties (as applicable) given hereunder, are necessary and integral to this Agreement and to Company's and Franchisee's interests under the Franchise Agreement, and are intended to:

- (i) preclude not only direct competition, but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor;
- (ii) identify for me, toward the goal of preserving through this Agreement, Company's protectable legal interests in the System, customers of "Hissho Sushi," "Ōumi Sushi" and/or "Sushi With Gusto" Food Retail Units, the Confidential Information, and the goodwill associated with the Proprietary Marks.

I also expressly acknowledge my possession of skills and abilities of a general nature, and the opportunity for exploiting such skills in other ways than the operation or involvement in the activities of a "Hissho Sushi," "Ōumi Sushi" and/or "Sushi With Gusto" Food Retail Unit or a Competitive Business, so that enforcement of my covenants made in this Agreement will not deprive me of my personal goodwill or ability to earn a living after the effective date of expiration or termination of my relationship with Franchisee, the Food Retail Unit, or "Hissho Sushi," "Ōumi Sushi" and/or "Sushi With Gusto" Food Retail Units generally. If I fail or refuse to abide by any of my foregoing obligations or promises made under this Agreement, and Company or Franchisee obtains enforcement in a judicial or arbitration proceeding, then my obligations and responsibilities specified under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Company or Franchisee seeks to enforce it, and will continue for one (1) year starting from the effective date of the order enforcing the covenant.

I acknowledge that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to Company and Franchisee, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchisee (or both), in any appropriate jurisdiction and venue (notwithstanding other references to resolution of actions exclusively in Company's home prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of Confidential Information under this Agreement). I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Company's Confidential Information. Further, I expressly agree that any claims I may have against Company will not constitute a defense to Company's enforcement of the covenants under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Company in connection with the enforcement of the covenants set forth in this Agreement.

If all, or any portion of, these covenants not to use Confidential Information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of North

Carolina without recourse to North Carolina (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the state of North Carolina, and if the Food Retail Unit is located outside of the state of North Carolina and the provision would be enforceable under the laws of the state in which Food Retail Unit is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant”, unfair competition, fiduciary or any other doctrine of law of the state of North Carolina or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company’s corporate headquarters (currently, Charlotte, North Carolina). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchisee or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Food Retail Unit is located.

I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISEE OR COMPANY. I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

[Signatures on Following Page]

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

ATTESTED TO BY FRANCHISEE:

_____,
a/an _____

By: _____
(Name of Franchisee's Officer)

Signed: _____
(Signature of Franchisee's Officer)

(Date)

INDIVIDUAL:

(Print Name)

(Signature)

(Date)

WITNESS TO INDIVIDUAL'S SIGNATURE:

(Print Witness Name)

(Signature of Witness)

(Date)

EXHIBIT F - TRAINING AND CONFIDENTIALITY AGREEMENT
Hissho International, LLC
Franchise Disclosure Document

TRAINING AND CONFIDENTIALITY AGREEMENT

This Training and Confidentiality Agreement (this "Agreement") is made and entered into on this ____ day of _____, 20____, between **HISSHO INTERNATIONAL, LLC**, a Delaware Limited Liability Company, with its principal place of business located at 11949 Steele Creek Road, Charlotte, North Carolina 28273 (the "Company"), and _____ (the "Trainee").

RECITALS

A. Company provides training in Company's confidential methods, techniques and procedures in preparation of _____ (the "Franchisee") acquiring a franchise (the "Franchise"), pursuant to which Franchisee will prepare Company's sushi products and operate one (1) or more Food Retail Unit locations in supermarkets and restaurants (a "Food Retail Unit").

B. Trainee is an equity owner in, or has been appointed the Operating Principal of, the Franchisee.

C. Successful completion of the Hissho Sushi Culinary Training Program ("Culinary Training Program"), and further approval by the Company, are pre-conditions to the purchase of a Franchise by Franchisee.

Therefore, for good and valuable consideration, the adequacy is hereby acknowledged by the parties, the Company and Trainee agree as follows:

1. CULINARY TRAINING PROGRAM.

A. The Company shall provide to Trainee the Culinary Training Program that will expose Trainee to the Company's trade secrets and confidential methods, techniques and procedures to prepare sushi and sushi related products and to operate one or more Food Retail Units. The Culinary Training Program shall take place at Company's headquarters or such other locations that Company designates at its sole discretion. The Culinary Training Program may include classroom, hands-on and on-the-job training and cover various aspects of the operation of a Food Retail Unit. Topics to be covered may include, but are not limited to cleanliness, recipes, food preparation, customer service, quality standards, marketing, use of labor, financial controls, bookkeeping, ServSafe, maintenance, pH testing, log keeping, and other matters.

B. At all times during the Culinary Training Program, Trainee shall be a student or trainee, and at no time is the Trainee an employee of the Company or of any company or person affiliated with the Company, and at no time is Trainee a franchisee or licensee of the Company.

C. The Company may discontinue Trainee's participation in the Culinary Training Program at any time in the Company's discretion, without refund, if in the Company's discretion Trainee is unable to successfully complete the program or if Trainee does not maintain the Company's operating standards during the Culinary Training Program.

D. Trainee hereby undertakes and agrees that while Trainee participates in the Culinary Training Program, to respect and comply with all applicable laws, rules and regulations governing such activities, to comply with directions and/or instructions given, including without limitation the content of any safety checklist.

2. FEE FOR CULINARY TRAINING PROGRAM.

Upon signing this Agreement, Trainee shall pay Company a fee for the Culinary Training Program in the sum of \$ _____. Whether or not any Trainee and other required trainees complete the Culinary Training Program, and whether or not the Company grants a Franchise to Franchisee, all fees paid are non-refundable and fully earned by the Company upon payment.

3. TRAINING DOES NOT REQUIRE COMPANY TO GRANT A FRANCHISE.

The parties acknowledge that Franchisee has expressed an interest in acquiring a Franchise from the Company, and that Company will not offer Franchisee a Franchise unless, among other things, the Trainee satisfactorily completes the Culinary Training Program as determined in the Company's sole satisfaction and discretion. Completion of the Culinary Training Program does not provide assurance that the Company will consider granting a Franchise; and neither the execution of this Agreement nor the completion of the Culinary Training Program shall create any obligation of Company to grant a Franchise to Franchisee or to grant Trainee the right to operate any Food Retail Unit.

4. BEST EFFORTS.

The parties acknowledge that Company desires to provide the Culinary Training Program only to individuals who are interested and willing to devote their best efforts to learning the information to be provided. Trainee shall exert Trainee's best efforts to learn the information, procedures and techniques to be imparted in the Culinary Training Program.

5. RELEASE, WAIVER AND ASSUMPTION OF RISK.

Trainee hereby agrees to release the Company and the various parties described below as Released Parties, to waive his or her claims and assume the risks further described herein. Trainee wishes to train in the Culinary Training Program and hereby freely and voluntarily, without duress, executes this Release, Waiver and Assumption of Risk under the following terms:

A. Assumption of Risk. Trainee, understands that as a participant in the Culinary Training Program, Trainee will be exposed to and/or engage in activities that may be hazardous to him or her including, but not limited to: **raw food preparation, using food prep tools including knives, and choppers; cooking, including using ovens, steamers, rice cookers, steam jacketed kettles, hot pans; unloading product deliveries and transferring items to cold storage and dry storage areas; loading prepared foods into delivery containers, loading delivery containers into vehicles; riding in vans and trucks to sushi bar locations, restaurants and supermarkets. Trainee recognizes and understands that during his or her participation in the Culinary Training Program, Trainee may, in some situations, use equipment that is inherently dangerous, and may cause injuries such as cuts, burns, dismemberment, or even death.**

B. Waiver and Release. Trainee, on behalf of himself or herself, his or her heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and personal representatives, agrees to waive, release and covenant not to sue the Company, and its successors or predecessors in interest, assigns, or any related or affiliated entities, and each of their respective employees, shareholders, officers, directors, members, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputes, controversies, and payments of every kind and character, known or unknown, past, present or future, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related

to or in connection with the Culinary Training Program, the premises in which the Culinary Training Program is held, the conduct of the Released Parties, or his or her own conduct, whether or not due to his or her own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

C. Insurance. Trainee expressly waives any such claim for compensation or liability on the part of the Company in the event of such injury or medical expense.

D. Specific Release/Waiver of Unknown Claims. Trainee understands that Trainee may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that Trainee now knows or believes to be true with respect to the Culinary Training Program and the matters discussed herein. Nevertheless, Trainee acknowledges that it is his or her intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

E. Photographic Release. Trainee grants and conveys unto the Company all right, title, and interest in any and all photographic images and video or audio recordings during the period Trainee participates in the Culinary Training Program.

F. Indemnification. Trainee hereby agrees to indemnify, defend and hold harmless the Company and each of the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur as a result, directly or indirectly of his or her participation in the Culinary Training Program.

G. Full Understanding of Release and Waiver/No Coercion. **Trainee declares that Trainee has fully read and understood this Assumption of Risk, Release and Waiver of Liability. Trainee declares that Trainee has not been influenced to any extent whatsoever in making this release by any representations or statements regarding the Culinary Training Program, or any other matters, made by the Company or any of the Released Parties and understands that Trainee is giving up substantial rights by signing it and further does so voluntarily.**

6. CONFIDENTIAL INFORMATION.

A. Trainee acknowledges that during the course of the Culinary Training Program and exposure to the Company's premises, business practices, techniques and procedures, Confidential Information and trade secrets of the Company will be disclosed and exposed to Trainee and that any unauthorized subsequent disclosure of such information by Trainee to third parties or use other than for the Company's authorized purposes could cause extensive harm to the Company.

B. Trainee hereby declares to the Company that Trainee will not at any time thereafter, unless prior written consent is given by the Company, either directly or indirectly, utilize on Trainee's own behalf or on behalf of any other person, or divulge to any other person, except as required by the terms and nature of the employment with the Company, any Confidential Information of the Company, and Trainee shall prevent the unauthorized disclosure or publication of such information. In addition, Trainee agrees that Trainee will not copy any Confidential Information of the Company including any curriculum belonging to the Company nor remove same from the Company's premises without the express written permission of the Company.

C. Regardless of the successful completion of the Culinary Training Program or whether Franchisee becomes a franchisee of the Company, Trainee expressly agrees that during the participation in the

Culinary Training Program and at any time thereafter, Trainee (a) shall not use any “Confidential Information” as hereinafter defined, except in the performance of the Services, (b) shall not reveal, reproduce, distribute or disclose any such Confidential Information to any person, firm, company, corporation or other entity, or remove from Company’s or its premises or that of any property it may occupy and use, any such Confidential Information, without the express consent of the Company; and (c) shall receive and hold such Confidential Information in trust and in strictest confidence. Trainee acknowledges that the Confidential Information is owned or licensed by the Company is unique, valuable, proprietary and confidential and that the Company derives independent, actual or potential commercial value from not being generally known or available to the public. Trainee hereby relinquishes and agrees that it will not, at any time, claim any right, title or interest of any kind, in or to any Confidential Information.

D. Upon the earlier of termination of the Culinary Training Program or at the Company’s request, Trainee shall turn over and return to the Company all property whatsoever of the Company in or under Trainee’s possession or control, including without limitation all Confidential Information.

E. As used herein, “Confidential Information” means any proprietary or confidential data or information related to the business of the Company including, without limitation, the “Hissho Sushi Franchise Manual” and its contents, customers and clients, or any affiliate of the Company. Confidential Information shall include, but shall not be limited to, technical and non technical data or information related to recipes, ingredients, formulas, methods or processes, preparation techniques, operations, finances, actual or potential customers, marketing plans, prices and pricing policies, samples, concepts, materials, proprietary information and technologies which are the property of the Company, its business partners, customers and clients, or any affiliate of either, and such information as the Company may from time to time reasonably designate as being confidential to the Company. Confidential information will not include information that is in the public domain, or information that falls into the public domain, unless such information falls into the public domain by willful disclosure or other similar acts by Trainee, or through Trainee’s fault. These provisions shall survive the termination of this Contract, regardless of the date, cause or manner of such termination.

7. INTERPRETATION.

Headings and section numbers in this Agreement are for convenience only and are not part of this Agreement. The provisions of this Agreement shall be interpreted according to their fair meanings and not strictly for or against any party.

8. ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties. All prior written agreements, discussions, negotiations, representations and understandings of the parties are merged into and superseded by this Agreement. Trainee acknowledges that Company did not make, and Trainee did not receive, any promise, representation or warranty, express or implied, as to being granted a Franchise or potential sales, volume, profits or success of a Food Retail Unit location.

9. AMENDMENT.

No modification of this Agreement will be valid unless executed in writing and signed by both parties.

10. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions hereto shall remain in effect.

11. CHOICE OF LAW, VENUE AND ATTORNEY’S FEES.

Trainee expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and that any action brought hereunder or by the parties hereto shall be brought and maintained in the County of Mecklenburg, State of North Carolina, except the Company may bring an action for specific performance in such jurisdiction in which Trainee resides. Trainee agrees that if any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable. The prevailing party in action commenced between the parties hereto shall be entitled to reasonable attorneys, including court costs and the costs of the enforcement of any subsequent judgment or collection efforts.

Executed as of the date first stated above by:

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT G - AFFIDAVIT OF OWNERSHIP
Hissho International, LLC
Franchise Disclosure Document

AFFIDAVIT OF OWNERSHIP

The undersigned, President/Member/Manager of _____, a _____[State] _____
_____ [entity type] (the "Corporation" or "LLC"), does hereby certify that the following is a listing
of all of the shareholders/members of the Corporation/LLC and each shareholder's/member's percent
ownership as of the date hereof:

Name and Address	Percent Ownership %

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC
MY COMM. EXPIRES: _____

(NOTARIAL SEAL)

EXHIBIT H - PROMISSORY NOTE
Hissho International, LLC
Franchise Disclosure Document

PROMISSORY NOTE

_____, NC

\$ _____

Date: _____

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to **HISSHO INTERNATIONAL, LLC**, a Delaware Limited Liability Company, with its principal place of business located at 11949 Steele Creek Road, Charlotte, North Carolina 28273 (the “Company”), the principal sum of _____ and ____/100 Dollars \$ _____), without interest on the unpaid balance, unless the maker defaults hereunder, at which point the unpaid balance due shall bear interest as set forth below at the maximum contract rate provided by the laws of the State of North Carolina. Both the principal and, if applicable, interest shall be payable in lawful money of the United States of America, at the office of _____, or at such place as the Company may designate in writing. It is understood and agreed that additional amounts may be advanced by the Company as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will be paid without interest until the maker defaults hereunder, if applicable, at which point the unpaid balance due shall bear interest at the above specified rate of interest. The principal and interest shall be due and payable upon demand. It is the intention of the undersigned, and the undersigned agree and consent to all amounts owed under this Promissory Note may be withheld from Franchise Commissions owed the undersigned or from any other amounts otherwise due to the undersigned without demand by the Company.

If not sooner paid, the entire remaining indebtedness shall be due and payable on: _____.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured upon demand, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen 15 days after written notice to maker, then in either such event the Company may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note shall bear interest at the rate of eight per cent 8% per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the Company may employ an attorney to enforce the Company’s rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the Company reasonable attorneys’ fees not exceeding a sum equal to eight percent 8% of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the Company in exercising any of the Company’s rights and remedies upon default. The rights and remedies of the Company as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together. The failure to

exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time. This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President [Manager] the day and year first above written.

Corporate Name or Name of Limited Liability Company)

By: _____
President

By: _____
Manager

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word “SEAL” appearing beside his name, the day and year first above written.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

EXHIBIT I - FORM OF GENERAL RELEASE
Hissho International, LLC

GENERAL RELEASE

THIS GENERAL RELEASE (“Release”) is executed on _____, 20____, by _____ (“Franchisee”) and _____ (“Guarantors”) as a condition of [PICK ONE]:

the transfer of a Hissho Sushi, Sushi With Gusto, or Ōumi Sushi food outlet between Franchisee and HISSHO INTERNATIONAL, LLC [or] renewal of the Franchise Agreement dated _____, 20____ (“Franchise Agreement”) between Franchisee and HISSHO INTERNATIONAL, LLC [or] between Franchisee and a new franchisee, [or] the termination of the Hissho Sushi, Sushi With Gusto, or Ōumi Sushi Agreement dated _____, 20____ (“Franchise Agreement”) between Franchisee and HISSHO INTERNATIONAL, LLC.

1. **Release by Franchisee and Guarantors.** Franchisee (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, “Franchisee Releasers”) freely and without any influence forever release and covenant not to sue Hissho International, LLC and its parent, subsidiaries and affiliates and their respective past and present officers, directors, members, shareholders, agents and employees, in their corporate and individual capacities, (collectively “Hissho International, LLC Releasees”) with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, “Claims”), which any Franchisee Releaser ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to the Franchise Agreement and all other agreements between any Franchisee Releaser and any Hissho International, LLC Releasee, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

IF FRANCHISEE OR GUARANTORS ARE BASED IN THE STATE OF WASHINGTON: The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 10.100, and the rules adopted thereunder.

2. **Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the Release in Section 1 above is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **No Prior Assignment.** Franchisee and Guarantors represent and warrant that the Franchisee Releasers are the sole owners of all Claims and rights released hereunder and that the Franchisee Releasers have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1 above.

4. **Covenant Not to Sue.** Franchisee and Guarantors (on behalf of the Franchisee Releasers) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 above with respect to any Claim released under Section 1 above.

5. **Complete Defense.** Franchisee and Guarantors: (A) acknowledge that this Release shall be a complete defense to any Claim released under Section 1 above; and (B) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of Hissho International, LLC and each Franchisee Releasor.

7. **Governing Law.** This Release and all claims relating to this Release shall be governed by and construed under the law of the State of North Carolina. Hissho International, LLC, Franchisee, and Guarantor shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where Hissho International, LLC's principal offices are located. Hissho International, LLC may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee or Guarantors reside or do business, or where the claim arose.

8. **Miscellaneous.**

A. This Release constitutes the entire, full, and complete agreement between the parties concerning the release of Claims by the parties and supersedes any and all prior or contemporaneous negotiations, discussions, understandings, or agreements. Except as expressly identified in this Release, no amendment, change or variance from this Release shall be binding on either party unless mutually agreed to by the parties and executed in writing.

B. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

C. The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders, or regulations.

D. All terms not defined in this Release shall have the meaning given to them in the Franchise Agreement.

E. All captions in this Release are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Release.

F. This Release may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown above.

FRANCHISEE:
(IF FRANCHISEE IS AN ENTITY)

Signature

Print Name: _____

Title: _____

Date: _____

GUARANTOR:

Signature

Print Name: _____

Date: _____

GUARANTOR:

Signature

Print Name: _____

Date: _____

GUARANTOR:

Signature

Print Name: _____

Date: _____

**EXHIBIT J - STATE ADDENDA TO DISCLOSURE DOCUMENT
STATE ADDENDA TO FRANCHISE AGREEMENT
Hissho International, LLC
Franchise Disclosure Document**

HISHO INTERNATIONAL, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY CERTAIN STATES

**ADDENDUM TO HISHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN,
MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA,
WASHINGTON, AND WISCONSIN**

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. ITEM 3 of the Disclosure Document is amended to add the following:

Neither the Franchisor nor any person or franchise broker identified in Item 2 of the Disclosure Document is 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 that association or exchange.

3. ITEMS 6 AND 10 of the Disclosure Document are amended as follows:

The highest interest rate allowed in California is 10% annually.

4. ITEM 17 of the Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination or non-renewal of a franchise, and also limit the Franchisor's ability to restrict the transfer of franchise rights. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

- 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.

- The Franchise Agreement contains a covenant not to compete which extends beyond the term of the agreement. This provision might not be enforceable under California law.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

- The Franchise Agreement may require you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

- The Franchise Agreement requires application of the laws of North Carolina. This provision might not be enforceable under California law.

- Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws such as Business and Professions Code 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.

- The following URL address is for the Franchisor's website: <http://www.hisshosushi.com>.
- Any complaints concerning the content of this website may be directed to the Department of Financial Protection and Innovation and its website address to www.dfpi.ca.gov.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS**

- Illinois law governs the agreements between the parties to this franchise.

- Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

- Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

- Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

ITEM 5 of the Disclosure Document is amended to add the following:

- All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement.

ITEM 17 of the Disclosure Document is amended to add the following:

- Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14 201 et seq., the general release that shall be required as a condition of renewal, termination and/or transfer shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

- In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C. Section 101, *et seq.*

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. The cover page of the Minnesota Franchise Disclosure Document and Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” Paragraphs v and w, shall be amended by the addition of the following language:

Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce 1 any of your rights as provided for in Minnesota Statutes, Chapter 80C or 2 your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” Paragraphs c, g, h, i and l, shall be amended by the addition of the following language:

Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, Subdivision. 3, 4 and 5, which requires, except in certain cases, (1) 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 and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 13 “TRADEMARKS”, shall be amended by the addition of the following language:

We will protect your right to use the Proprietary Marks, trade names, logotypes or other commercial symbols. We will indemnify you from any loss, costs or expenses resulting from any claim, suit or demand by third parties that your use of the Proprietary Marks of Hissho International, LLC infringes trademark rights of the third party. You must provide notice to us of any such claim and tender the defense of the claim to us immediately after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

Minnesota considers it unfair not to protect the franchisee’s rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd.1g.

4. Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” Paragraph c, shall be amended by the addition of the following language:

Minnesota Rules 2860.4400D prohibits us from requiring you to assent to a general release. Any provision in the Agreement which requires you to assent to a general release is deleted.

5. Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” shall be amended by the addition of the following language:

Minnesota Rule Part 2860.4400J. prohibits you from waiving your rights to a jury trial or waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes; provided that this part shall not bar an exclusive arbitration clause. Any reference to Franchisee’s consent to liquidated damages or waiver of jury trial in the Agreement shall be deleted in its entirety.

Minnesota Statutes §80C.17, Subdivision 5 provides that we must comply with this section in regard to Limitation of Claims.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for**

franchisee to renew or extend,” and Item 17(m), entitled “**Conditions for franchisor approval of transfer**”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document pursuant to the Rhode Island Franchise Investment Act as follows:

Item 17 is amended to state that 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 HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

In recognition of the restrictions contained in Section 13.1 564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Hissho International’s use in the Commonwealth of Virginia, Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement” Paragraph h, shall be amended by the addition of the following language:

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 or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the Franchise Agreement. If any grounds for default or termination is stated in the Franchise Agreement does not constitute “reasonable cause” as the term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows: The third paragraph of the “The Business We Offer” section of Item 1 of the FDD is revised to disclose that: Upon franchisee’s written request, franchisor will provide an opportunity to review a copy of the Retail Host’s requirements before franchisee signs the Franchise Agreement.

The following paragraph is added to the end of the “Market and Competition” section of Item 1 of the FDD: We are sometimes required to open Food Retail Units in new locations of Retail Hosts as a condition of operating any Food Retail Units with a particular Retail Host. If you own a Food Retail Unit and we obtain or are offered the right to operate another Food Retail Unit within thirty miles of one of your Food Retail Units, we may require you to take and operate the newly offered Food Retail Unit as your own. If you are required to take and operate an additional Food Retail Unit, your Franchise Commission with respect to the additional Food Retail Unit, will be no less than the highest rate of Franchise Commission in your existing and operating full service Food Retail Units.

The second paragraph of Item 12 of the FDD is revised to disclose that: If a Retail Host terminates or fails to renew an agreement to operate a Food Retail Unit operated by franchisee, franchisor will make commercially reasonable efforts to secure a new location for franchisee’s Food Retail Unit in reasonable proximity to the existing Food Retail Unit. If franchisor is unable, despite using commercially reasonable efforts, to secure a new location, franchisor may terminate franchisee’s right to operate that Food Retail Unit without penalty or payment by franchisor except that franchisor will be obligated, upon exercising its termination rights, to purchase franchisee’s inventory and supplies at fair market value.

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.

Any performance criteria in the Franchise Agreement will not apply to Washington franchisees if the criteria are not supplied to the franchisee prior to signing the Franchise Agreement.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF HAWAII, INDIANA, MICHIGAN, NEW YORK, NORTH DAKOTA, RHODE
ISLAND, SOUTH DAKOTA AND WISCONSIN**

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee as set forth below in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in Hawaii, Indiana, Michigan, New York, North Dakota, Rhode Island, South Dakota or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA**

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee, as set forth below, in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

In recognition of the requirements of the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Franchise Agreement shall be amended as follows:

- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- California Business and Professional Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- 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..
- The franchise agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.
- You must sign a general release if you renew or transfer the franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law California Corporations Code 31000 through 31516. Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act Business and Professions Code 20000 through 20043.
- 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.
- The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this California Addendum to the Hissho International, LLC Franchise Agreement on the same date as respective Hissho International, LLC Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS**

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee, as set forth below, in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

- Illinois law governs the agreements between the parties to this franchise.

- Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

- Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

- Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois Addendum to the Hissho International, LLC Franchise Agreement on the same date as respective Hissho International, LLC Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC (“HISSHO INTERNATIONAL”)
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND**

This Addendum to the Hissho International, LLC Franchise Agreement is executed between Franchisor and Franchisee, as set forth below, in order to amend and revise Hissho International, LLC Franchise Agreement in the following respects:

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure law, the Franchise Agreement is amended as follows:

- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- The Agreement requires Franchisee to sign a general release as a condition of renewal or transfer of the franchise; such release shall not apply to any liability arising under the Maryland Franchise and Registration and Disclosure Law.
- No representation, warranty, acknowledgement, or disclaimer contained in the Franchise Agreement is intended to or will act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- No limitation of claims provision in the Franchise Agreement shall act to reduce the three 3-year state of limitations afforded Franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.
- This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
- Franchisee’s disclaimers of reliance in Section 27 are not intended to be, nor shall be, construed as a waiver or estoppel of Franchisee’s rights under the Maryland Franchise Registration and Disclosure Law.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits thereto, the terms of this Addendum shall govern.

3. The Franchise Agreement is amended to include the following sentence at the end of Section 4:

“All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement.”

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Hissho Franchise Agreement on the same date as respective Hissho Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC (“HISSHO INTERNATIONAL”)
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

This Addendum to the Hissho International, LLC Franchise Agreement is executed between Franchisor and Franchisee, as set forth below, in order to amend and revise Hissho International, LLC Franchise Agreement as follows:

1. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Section 8 of the Franchise Agreement shall be amended by the addition of the following language:

Franchisor will protect Franchisee’s right to use the Proprietary Marks, trade names, logotypes or other commercial symbols. Franchisor will indemnify Franchisee from any loss, costs or expenses resulting from any claim, suit or demand by third parties that Franchisee’s use of the Proprietary Marks of Hissho International infringes trademark rights of the third party. Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor immediately after the claim is asserted. If Franchisor accept the tender of defense, Franchisor have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

3. Section 15 of the Franchise Agreement shall be amended by the addition of the following language:

Notwithstanding anything hereinabove, Franchisor shall comply with Minnesota Statutes, Section 80C.14, Subdivision. 3,4 and 5, which requires, except in certain cases, 1 that Franchisee be given 90 days’ notice of termination with 60 days to cure and 180 days’ notice for non-renewal of the Franchise Agreement and 2 that consent to the transfer of the franchise will not be unreasonably withheld.

4. Section 2 of the Franchise Agreement shall be amended by the addition of the following language:

Minnesota Rules 2860.4400D prohibits us from requiring you to assent to a general release. Any provision in the Agreement which requires you to assent to a general release is deleted.

5. Section 26 of the Franchise Agreement shall be amended by the addition of the following language:

Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibits Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in the Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

6. Section 26 of the Franchise Agreement shall be amended by the addition of the following language:

Minnesota Rule Part 2860.4400J. prohibits Franchisee from waiving Franchisee’s rights to a jury trial or waiving Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes; provided that this part shall not bar an exclusive arbitration clause. Any reference to Franchisee’s consent to liquidated damages or waiver of

jury trial in the Agreement shall be deleted in its entirety. The franchisor may seek injunctive relief, but Franchisee shall not be required to consent to injunctive relief.

To the extent this Addendum shall be deemed inconsistent with any terms or conditions of said Franchise Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Hissho Franchise Agreement on the same date as respective Hissho Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC (“HISSHO INTERNATIONAL”)
FRANCHISE AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

This Addendum to the Hissho International, LLC Franchise Agreement (the “Addendum”) is executed contemporaneously with the execution of the Franchise Agreement between Franchisor and Franchisee in order to amend and revise the Franchise Agreement as follows:

1. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Sections 15.A. and B. of the Franchise Agreement shall be amended by the addition of the following language:

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 or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the Franchise Agreement. If any grounds 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 laws of Virginia, that provision may not be enforceable.

3. To the extent this Addendum shall be deemed inconsistent with any terms and conditions of said Franchise Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

HISSHO INTERNATIONAL, LLC

[Name of Business Entity]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC (“HISSHO INTERNATIONAL”)
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON**

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The last sentence of Section 1.D of the Franchise Agreement is revised to read as follows:

If a Retail Host terminates or fails to renew an agreement to operate a Food Retail Unit operated by Franchisee, Franchisor shall make commercially reasonable efforts to secure a new location for Franchisee's Food Retail Unit in reasonable proximity to the existing Food Retail Unit. If Franchisor is unable, despite its commercially reasonable efforts, to secure a new location, Franchisor may terminate Franchisee’s right to operate that Food Retail Unit without penalty or payment by Franchisor except that Franchisor shall be obligated, upon its exercise of termination rights pursuant to this Section, to purchase Franchisee's inventory and suppliers at fair market value.

The following is added as a new Section 3.G. of the Franchise Agreement:

Franchisor shall provide Franchisee with an opportunity to review the Retail Host's requirements that Franchisee is obligated to comply with pursuant to this Agreement.

The last sentence of Section 12.A(2) of the Franchise Agreement is revised to read as follows:

An accounting of the use of Brand Fund Contributions collected from franchisees during each calendar year will be made available to Franchisee annually, within a ninety (90) day period after Franchisee's written request.

Section 15.B(12) of the Franchise Agreement is revised to read as follows:

If for any reason Franchisor’s right of possession or right to operate the Food Retail Unit expires or is terminated and Franchisor loses the right to retain the location in which the Franchised Business operates, Franchisor shall make commercially reasonable efforts to secure a new location for Franchisee's Food Retail Unit in reasonable proximity to the existing Food Retail Unit. If Franchisor is unable to, despite its commercially reasonable efforts, secure a new location, Franchisor may terminate Franchisee’s right to operate that Food Retail Unit without penalty or payment by Franchisor except that Franchisor shall be obligated, upon its exercise of termination rights pursuant to this Section, to purchase Franchisee's inventory and suppliers at fair market value;

Section 27.B of the Franchise Agreement is revised to read as follows:

Franchisee acknowledges that Franchisee has received and read this Agreement, the Exhibits attached hereto, and agreements relating hereto, if any; that other franchise agreements entered into by Franchisor may be different in form and content from this Agreement; and that Franchisor has accorded Franchisee ample time and opportunity, and has encouraged Franchisee, to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this 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.

Any performance criteria in the Franchise Agreement will not apply to Washington franchisees if the criteria are not supplied to the franchisee prior to signing the Franchise Agreement.

Agreed to as of the date of final signature below:

FRANCHISOR
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT K - TABLE OF CONTENTS FRANCHISE MANUAL
Hissho International, LLC
Franchise Disclosure Document



HISSHO SUSHI
FRANCHISE OPERATIONS MANUAL

Preface for Manual

The Manual Organization

The Purpose of this Manual

The Importance of Confidentiality

Keeping the Franchise Operations Manual Current

Submitting Suggestions to Hissho International, LLC

Manual Disclaimer

A. INTRODUCTION

Welcome to the Family

History of Hissho Sushi

Services Provided to Hissho Sushi Franchisee

Responsibilities of Hissho Sushi Franchisee and Staff

Visits from the Corporate Office

Use of Sushi Bar Inspection Report

Paying Other Fees

Total Pages of *Introduction*.....10

B. BECOMING A HISSHO FRANCHISEE

- Introduction
- Pre-Opening Checklist
- Receiving Your Franchise Identification Number
- Forming Your Business Entity
- Attending/Passing Required Franchise Training
- Setting-Up Bank Accounts
- Required Insurance Policies
 - Procuring Insurance
- Meeting Your Tax Obligations
 - Obtaining Your Tax-Resale Certificate
- Required List of Equipment and Smallwares
- Initial Inventory
- Your Required Licenses and Permits

Total Pages of *Becoming a Hissho Franchisee*.....20

C. PRE-OPENING PROCEDURES

- Introduction
- Locating Site within the Store
 - Site Selection Criteria
 - Gaining Site Selection Acceptance
 - Lease Considerations
 - Design Criteria
- Contracting with Required Utilities and Services
- Conducting a Grand Opening

Total Pages of *Pre-Opening Procedures*.....10

D. HUMAN RESOURCES

Introduction

EEOC Guidelines on Hiring

Wage and Labor Laws

Immigration Reform Act

Profile of Hissho Sushi Team Members

Job Descriptions

Determining Staffing Levels

Recruiting Hissho Sushi Team Members

 Getting the Word Out

 Sources of Applicants

The Interview Process

 Sample Interview Questions

 Completing the Interview Report

 Testing Procedures

 Background Testing

 Reference Check Procedures/Medical Check Procedures

Hiring on a Trial Period

Training Employees

 Orientating New Team Members

 Completing Onboarding Paperwork

 Initial Training of New Team Members

 Training Schedule for Each Position

 Training Tests

 Ongoing Training Process

Personnel Policies

Time-Tracking Procedures

Uniform and Dress Code

Conducting Performance Evaluations

Progressive Discipline Procedures

Separation/Termination Procedures

Total Pages of *Human Resources*.....35

E. DAILY OPERATING PROCEDURES

Introduction

Suggested Hours of Operation

Daily Routines

- Opening Procedures (each position)
- Shift Change Procedures (each position)
- Closing Procedures (each position)

Customer Service Procedures

- Hissho Sushi Customer Service Philosophy – Great Hissho Service!
- A.C.T.
- Providing Excellent Customer Service
- Obtaining Customer Feedback
- Handling Customer Complaints/Types of Complaints

Understanding the Standard Product Offerings

- Starters
- Standard Maki
- Specialty Maki
- Sushi Burritos
- Pokes
- Combos
- Party Platters
- Nutritional Information
- Allergens

Understanding Additional Product Offerings

How to Read and Use the Production Tool

Serving the Customers

- Greeting Customers Properly
- Benefits of Chef Being Present
- Taking Customers Orders
- Understanding Product Offering
- Cross-Selling/Suggestive Selling
- Using POS System to Enter Orders
- Understanding Importance of Customization and Labels (“Chef Specials”)
- Printing and Affixing Labels
- The Farewell

Prep Procedures

- Line Set-Up
- Planning Prep Work
- Prepping Menu Items Correctly

Merchandising Your Sushi Counter

- Use of Planograms
- Merchandising Principles
- Re-Stocking Procedures
- Use of Signage

POS System

Understanding Your Label System

- BOHA System Basics
- Printing Standard Labels
- Creating “Chef Special” Labels
- Using BOHA to Control Waste and Spoilage/Entering DPR Data
- Troubleshooting and BOHA Support

Required Cleaning

- Daily, Weekly, and Monthly Cleaning
- Daily Side Jobs
- Restroom Checklist

Equipment Maintenance

- Preventive Maintenance
- Maintenance Schedules

Food Safety

- Foundations of Food Safety
- Understanding Shelf Life
- HACCP Plan and SSOP
- Required Food Safety Certifications

Physical Safety

- Preventing Accidents
- Reporting Accidents/Incident Report

Security Issues

- Working with Retail Host on Security Issues

Total Pages of *Daily Operating Procedures*.....100

F. MANAGING A HISSHO SUSHI BUSINESS

Introduction

Organizing your Management Activities

Use of Checklists

Hissho Sushi Management Philosophy

Managing Personnel

Developing Efficient Schedules

Time off Requests

Communicating with Employees

Motivating Employees

Managing the Customer Experience

Communicating with Customers

Maintaining a Positive Environment

Inventory Management

Understanding the Supply Chain and Logistics

Understanding Hissho Ordering and Shipping Weeks

Product Ordering Procedures

Product Receiving Procedures

Use of Delivery Log Book/Receiving Logs

Storing Procedures/Rotating Inventory

Tracking/Counting Inventory

Handling Inventory Delivery Issues

Inventory Buy-Back Program

Ordering from Outside Approved Suppliers

Changing Approved Suppliers

Loss Prevention Techniques

Cash Control System

Inventory Control System

Operational and Financial Reporting

Generating and Analyzing all Necessary Reports

Role of the Daily Production Report

Tracking Product Sales

Tracking Sales Discrepancies

Sample Reports

Franchise Financials

- Understanding the Franchise Statement
- Use of the SharePoint Folder
- Completing Your DRP
- Completing the Item Movement Report
- Completing the Monthly Sales Report
- Completing the Year-End Statement
- Submitting Financial Statements

Total Pages of *Managing a Hissho Sushi Business*.....55

G. MARKETING AND PROMOTION

Introduction

Hissho’s Marketing/Brand Strategy

- Hissho’s Family of Brands
- Guidelines for Using Hissho Sushi Marks
- Use of Traditional Media
- Use of Social Media
- National Promotions

Your Marketing Responsibilities

Marketing Your Sushi Case

- Use of Standard Case Marketing Kits
- Merchandising Your Case
- Promoting New Products
- Communicating All Promotions

Coordinating Store Announcements

Role of Sampling in Marketing Your Business

- What is Active Sampling?
- Scheduling Active Sampling
- Conducting Active Sampling

Participating in Retailer-Specific Promotions

Public Relations/Community Involvement

- Crisis Management Protocol
- Promoting Hissho Sushi in Your Area

Obtaining Advertising Approval

Total Pages of *Marketing and Promotion*.....25

Total Pages in FRANCHISE OPERATIONS MANUAL.....255

APPENDICES

Appendix: Forms

Appendix: Software Manual(s)

Appendix: Equipment Manuals

Appendix: Food Preparation Procedures (BOHA System)

EXHIBIT L – STATE EFFECTIVE DATES PAGE
Hissho International, LLC
Franchise Disclosure Document

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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	Not Effective
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

EXHIBIT M - RECEIPTS
Hissho International, LLC
Franchise Disclosure Document

EXHIBIT M - RECEIPT (YOUR COPY)

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 Hissho International, 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 payment to, Hissho International, LLC, or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

New York and Rhode Island require 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 requires that we give 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.

If Hissho International, 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 Hissho International, LLC, located at 11949 Steele Creek Road, Charlotte, North Carolina 28273. Its telephone number is (704) 926-2200.

The franchise seller for this offering is Corey Wilde, 11949 Steele Creek Rd., Charlotte, NC 28273, 704.926.2200.

Other Sellers: _____
Name/Address/Telephone Number

Other Sellers: _____
Name/Address/Telephone Number

Issuance Date: April 28, 2023.

See Exhibit B for list of resident agents authorized to receive service of process for Hissho International, LLC.

I received a disclosure document dated April 28, 2023 that included the following Exhibits:

A. STATE ADMISTRATORS	H. PROMISSORY NOTE
B. AGENTS FOR SERVICE OF PROCESS	I. FORM OF GENERAL RELEASE
C. LISTS OF CURRENT & FORMER FRANCHISEES	J. STATE ADDENDA TO DISCLOSURE DOCUMENT
D. FINANCIAL STATEMENTS	K. FRANCHISE MANUAL TABLE OF CONTENTS
E. FRANCHISE AGREEMENT AND RELATED ATTACHMENTS	L. STATE EFFECTIVE DATES PAGE
F. TRAINING AND CONFIDENTIALITY AGREEMENT	M. RECEIPTS
G. AFFIDAVIT OF OWNERSHIP	

Prospective Franchisee (Print Name)

Prospective Franchisee (Print Name)

Signature

Signature

Date: _____

Date: _____

(Do not leave blank)

(Do not leave blank)

Please sign the receipt, date your signature, and retain this copy for your records.

EXHIBIT M - RECEIPT (OUR COPY)

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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G. AFFIDAVIT OF OWNERSHIP	

Prospective Franchisee (Print Name)

Prospective Franchisee (Print Name)

Signature

Signature

Date: _____

Date: _____

(Do not leave blank)

(Do not leave blank)

Please sign the receipt, date your signature, and return it to Hissho International, LLC at 11949 Steele Creek Road, Charlotte, NC 28273, or by faxing to (704) 926-3963.