

FRANCHISE DISCLOSURE DOCUMENT



SME Franchise LLC
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The franchise offered in this Franchise Disclosure Document is for the operation of a fast-casual restaurant serving gourmet sushi and Japanese inspired cuisine.

The total investment necessary to begin operation of a New Sushi Maru Express Business is between \$21,300 and \$166,450, which includes \$6,000 and \$110,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of an Existing Location Sushi Maru Express Business is between \$8,350 and \$271,450, which includes \$6,000 and \$260,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Satellite Location Sushi Maru Express Business is between \$5,351 and \$18,801, which includes \$1,001 and \$7,501 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Conversion Location Sushi Maru Express Business is between \$4 and \$8, which includes \$1 and \$2 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified this 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 John Kim at 65 Challenger Road, Suite 202, Ridgefield Park New Jersey 07660, info@sushimaruexpress.com and 201-654-0422.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contracts and this Franchise 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: February 8, 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:

| <u>QUESTION</u> | <u>WHERE TO FIND INFORMATION</u> |
|---|---|
| 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 D. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Item 21 or Exhibit B includes financial statements. Review these statements carefully. |
| Is the franchise system stable, growing, or shrinking? | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| Will my business be the only Sushi Maru Express 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 Sushi Maru Express franchisee? | Item 20 or Exhibit D 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 F.

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. Many franchise agreements do not allow you to renew unconditionally after the initial term expires you may have to sign a new agreement with different terms and conditions in order to continue to operate your business. Before you buy, consider what rights you have to renew your franchise, if any, and what terms you might have to accept in order to renew.
2. The franchise agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in New Jersey. Out-of-state mediation, arbitration and litigation may force you to accept a less favorable settlement for disputes, it may also cost you more to arbitrate and litigate with us in New Jersey than in your own state.
3. The franchise agreement states that New Jersey law governs the agreements, and this law may not provide the same protections and benefits as local law, you may want to compare these laws.
4. The franchisor is at an early state of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. If we do, the franchise broker or referral source represents us, not you and we would pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.
6. There may be other risks concerning this franchise.

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

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

To simplify the language in this Franchise Disclosure Document, “Sushi Maru Express,” “we,” “us,” and “our” means SME Franchise LLC, doing business as Sushi Maru Express, the franchisor. “You,” “your,” and “Franchisee” means the person who buys the franchise from Sushi Maru Express and its owners, if the Franchisee is a business entity.

Franchisor, Parent, and Affiliate

SME Franchise LLC is a New Jersey corporation, formed on September 21, 2022. Our principal business address is 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660. We do business under the trade names “Sushi Maru,” “SME,” and “Sushi Nara.” We do not do business under any other names.

Our Parents, Predecessors, and Affiliates

Our sole owner is Kevin TB Kim. His main office is located at 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660.

“Affiliate” means an entity that controls, is controlled by, or is under common control with us, and which provides products or services to our franchisees. Our affiliated companies are Sushi Maru Express, Inc. (“Sushi Maru”) and Komolo, Inc. (“Komolo”), and they are under common ownership and control by Kevin TB Kim.

1) Sushi Maru Express, Inc.

Sushi Maru Express, Inc. was formed in 2011 and its principal business address is 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660. We created SME Franchise, LLC to offer and sell franchises for SME sushi bars as we describe here. The business operated by SME Franchise LLC was originally started as a sole proprietorship called Sushi Maru Express, Inc. in 2011.

2) Komolo, Inc.

Komolo, Inc. was formed in Maryland in 1998 and its principal business address is 6630 Amberton Drive, Elkridge, Maryland 21075. Komolo imports and develops Asian food products and sushi ingredients sold to our franchisees and other companies.

Other than as stated above, we have no predecessors.

Agents for Service of Process

Our agent for service of process for the State of New Jersey is John Kim at 65 Challenger Road, Ridgefield Park, New Jersey 07660. Our agents for service of process for other states are identified in Exhibit F of this Franchise Disclosure Document. If a state is not listed, we have

not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

Sushi Maru Express Franchises

We offer franchises for Sushi Maru Express Businesses (collectively, the “Franchise”) using our trade names, trademarks, service marks, associated logos and symbols (“Marks”), business system, procedures and trade secrets (collectively, the “System”). You will conduct a business offering a variety of food products and services for sale to the general public for consumption on the business’ premises (the “Business”). The Business features a fast-casual restaurant serving gourmet sushi and Japanese inspired cuisine (the “Approved Products and Services”). You must sign one of our standard Franchise Agreements, which is attached to this Franchise Disclosure Document as Exhibit A (a “Franchise Agreement”). You may operate one (1) Sushi Maru Express Business, for each Franchise Agreement you sign.

If you are interested in becoming a Sushi Maru Express franchisee, you may be asked to complete a confidential application and questionnaire when applying for consideration. This may include your authorization for us to do, at our discretion, various background checks on you, including making criminal and financial inquiries. This information will remain confidential.

Market Competition

The market for the goods and services offered by a Sushi Maru Express Business is well-established and the Business is very competitive. As a Sushi Maru Express Franchisee you will be competing with a variety of food service establishments which may have financial, personnel, and technical resources far greater than us or you, including casual Business or Business chains and quick-service restaurant chains. In addition, your competitors will include other restaurants that serve related food items. Some of these competitors are larger, international companies and may include other franchised restaurants, offering similar types of beverages and food products. This is a very well-developed market and you will be operating your Sushi Maru Express Franchise in this highly competitive environment.

Industry Regulations

The restaurant industry is highly regulated at the federal, state, and local levels. These laws and regulations include design and construction requirements and permits, including the Americans with Disabilities Act of 1990 which requires readily accessible accommodations for disabled persons. Such laws and regulations may affect your building construction, site design, entrance ramps, doors, seating, and bathrooms, among other things. In addition, restaurants must comply with a number of health and safety laws and regulations concerning the preparation, storage, and service of food products. This includes various advertising and product and menu labeling requirements, each of which may impose additional compliance costs and may impact the

conduct of your Sushi Maru Express Business. You should investigate the applicability of these and possibly other regulations in the area in which you are interested in locating your Business and should consider both their effect and cost of compliance.

Your Sushi Maru Express Business will be subject to other laws and regulations, including state and local licensing, zoning and land use regulations. You must obtain real estate permits, where applicable, licenses and operational licenses. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing minimum wages, employee tip reporting, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but which apply to businesses generally.

We do not assume any responsibility for advising you on regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect your Sushi Maru Express Business.

ITEM 2 **BUSINESS EXPERIENCE**

Kevin TB Kim – Chairman and Founder

Mr. Kim has been Chairman of Sushi Maru Express, Inc. since 2011, and Chairman of the board since our formation in 2011. Mr. Kim also serves as President and Owner of Komolo, Inc. since 1998. He also owns Pora Foods, LLC, in Ridgefield, New Jersey, since their formation in 2020.

John Kim – Vice President and Director

Mr. Kim has been Vice President of Sushi Maru Express, Inc. since 2011, and a board director since our formation in 2011. Mr. Kim previously served as the General Manager of Komolo, Inc. since 2008. Mr. Kim also serves as Director of Pora Foods, LLC, in Ridgefield, New Jersey, since 2020.

ITEM 3 **LITIGATION**

No litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fees

Sushi Maru Express Business Initial Franchise Fee

If you are purchasing a new Sushi Maru Express Business, You must pay us an initial franchise fee (the “New Initial Franchise Fee”) of \$5,000 when you sign the Franchise Agreement. The New Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable.

If you are operating a currently a sushi kiosk, the initial franchise fee (the “Conversion Initial Franchise Fee”) will depend on your current sales (based on the average weekly sales for the last 12 months) as follows:

| Average Weekly Sales | Initial Franchise Fee |
|-----------------------------|------------------------------|
| \$0 to \$5,000 | \$5,000 |
| \$5,001 to \$9,999 | \$10,000 |
| \$10,000 to \$14,999 | \$20,000 |
| \$15,000 to \$19,999 | \$30,000 |
| \$20,000+ | \$50,000 |

The Conversion Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable. Except as indicated above, these initial fees are uniform to all franchisees, through we may change them in the future.

As of the issuance date of this Franchise Disclosure Document, we collected Initial Franchise Fees of \$0.

Training Fee

All managers of any Sushi Maru Express Business shall travel to our offices in New Jersey for an approximately two (2) week training prior to opening or operating any Business. The training fee for the initial Operating Principal, Manager, and four (4) others is free and training for other persons is \$250 per person, per day, not including any traveling, lodging, or other costs. This training is required only one (1) time per person and we reserve the right to pre-approve all individuals who seek to participate in our training program.

Opening Inventory

Before the Business opens, you must purchase from Sushi Maru Express and Approved Suppliers an initial inventory of required ingredients, the cost of which is non-refundable. The current initial inventory package includes any proprietary products of food supplies, spices, paper, plastic goods, marketing materials, and equipment (the “Opening Inventory”). The Opening Inventory will cost between \$3,000 and \$10,000 for a Sushi Maru Express Business.

ITEM 6
OTHER FEES

| Type of Fee⁽¹⁾ | Amount | Due Date | Remarks |
|---|--|--|--|
| Compensation to Us ⁽²⁾ | Between 3% and 15% of Gross Sales. | Weekly within thirty (30) days of receipt from Store Owner | See Note 2 |
| Brand Fund | 0% initially, we reserve the right to require up to 2% of Gross Revenues | Paid with the first royalty payment of each month via ACH. | Based on Gross Revenues during the previous month. See Item 11 for a detailed discussion about the Brand Fund. |
| Cooperative Advertising Programs | Varies | As incurred | If an advertising cooperative is designated by us in your area, you will be required to participate and contribute pro-rata in accordance with the procedures adopted. |
| National Franchise Convention Fee | \$500 | Annually | Payable to us. |
| Owners' Manual Replacement Fee | \$250 | As incurred. | Payable to us if you lose or destroy the Owners' Manual. |
| Training Fee for New or Additional Managers | \$500 | As requested. | Training you request for new or additional managers will consist of 40 hours training at corporate HQ or another location designated by Us. |
| Additional or Remedial Training Fee | \$500 plus costs of attending | Upon demand | If we determine to be necessary, we will require additional training at corporate HQ or other location designated by Us. |
| Transfer Fee | \$1,500 | Prior to transfer | Amount is charged per outlet transferred |
| Renewal Fee | \$3,000 | At time of renewal – 3 years | Paid to Us when you renew your franchise agreement |
| Additional Uniforms Purchase Price | \$50-\$200 per set | As requested | Paid to Us |
| Computer System Support, Maintenance, and Use fee | \$30-\$300 per month | As incurred. | If we require use of a computer system, to cover system maintenance, upgrades, and related costs |

| | | | |
|---|---|-------------------|---|
| Ongoing Operating Expenses (food, freight, equipment, etc.) | Varies | Upon order | Purchase of food and other items (product labels, small wares, equipment from Us, SME, or our authorized suppliers. You will pay freight and other ancillary charges. |
| ServSafe Food Protection Manager Training | \$150 per certification | Before opening | For new or additional proposed managers, if paid by SME first. |
| ServSafe Food Handler Examination & Certification | \$50 plus text book fee (if required) per certification | Before opening | For new or additional employees, if paid by SME first. |
| Drug Testing, Criminal Background Check, and Tuberculosis Testing | \$250 | As requested | Whenever requested by us or Store Owners, you will require specified personnel (which may include you or your employees) to undergo specified testing and/or criminal background investigation. |
| Commercial Liability Insurance | Varies by location and sales | As incurred | SME will obtain on your behalf the commercial liability insurance and charge you for your portion of the premium, based on the sales of your location. |
| Automobile Insurance | \$500-\$1,500 | Upon demand | For certain locations, we may require you to obtain automobile insurance with the coverage amounts we determine. |
| Signage, Banners, and Displays | Varies | Upon your request | For optional promotional items approved or designated by us. |
| Professional Advisor | Varies | As incurred | You may choose to have an SME-recommended CPA handle income tax filings on your behalf. |
| Mailing and Reproduction Cost | Varies | As incurred | For brochures, manuals, or other marketing materials sent to you. |

| | | | |
|--|---|-----------------------|---|
| Inspection Fee (By Us) | \$500 per unit, plus costs of inspection your SME sushi bar | Upon demand | If we determine that we need to inspect your location due to suspected health violation, you must pay for the inspection and costs and remediation. |
| Lab Test | Up to \$1,000 per item | As incurred | If we need to use a lab to test food or other items in your location. |
| Lost Manual Fee | \$500 | As incurred | For the loss of or failure to return the SME Operating Manual or SSOP Manual. |
| Early Termination Fee | \$5,000 plus additional expenses incurred | Upon your request | We may assess this fee if you abandon your location, cease operations, or if your franchise agreement is terminated for any reason. |
| Default Charge | Varies: \$100-\$1,000 per violation | As incurred | If you violated certain requirements of the SME Operating Manual and/or the franchise agreement, we will assess certain specified charges which will be deducted from the amounts owed to you. |
| Expense Caused by Breach | Varies | On demand | You will be charged for all expenses we incur to enforce our franchise agreement. |
| Relocation Assistance | Cost of relocation | At time of assistance | If you need our assistance to relocate. |
| Product and Service Purchases | See Item 8 | See Item 8 | You must buy products and services from us, our affiliates, and designated and approved vendors whose items meet our standards and specifications. We may permit you to buy from other suppliers to the industry. |
| Testing of Products or Approval of new Suppliers | Not to exceed \$1,000 | When billed. | This covers the costs of testing new products or inspecting new suppliers you propose to us. |

| | | | |
|--|--|---------------------------------------|--|
| Audit | Cost of audit, if discrepancy of 1% or more, but no less than \$500 | Upon completion of audit | If we require an audit of your records due to a sales discrepancy, you will be charged if there is a discrepancy of 1% or more |
| Interest | Lesser of 1.5% per month or highest commercial contract interest rate law allows | 15 days after billing. | Due on all overdue amounts. |
| Maintenance and Refurbishing of Business | You must reimburse our expenses | 15 days after billing. | If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us. |
| Insufficient Funds | \$75 | As incurred. | Due if you have insufficient funds in your EDTA to cover a payment, or if you pay by check, a check is returned for insufficient funds. |
| Cost of Enforcement | All costs including reasonable attorneys' fees | Upon demand. | You must reimburse us for all costs in enforcing obligations if we prevail, under both the Franchise Agreement. |
| Management Fee | \$200 per person per day | As incurred or upon Our determination | If we are requested or we determine we need to operate your outlet due to default or breach. |
| Indemnification | Varies | On demand | Reimbursement for damages, costs, and expenses (including attorneys' fees) if you are held liable for claims as set forth in your franchise agreement. |

Notes:

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.
2. As used in the Franchise Agreement, "Gross Revenues" means the total selling price of all services and products sold at or from your Sushi Maru Express Business (not adjusted for credit

card fees), including the full value of any gift certificate redeemed at your Sushi Maru Express Business or coupon sold for use at your Sushi Maru Express Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Sushi Maru Express Business operation, whether for cash or credit, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers. The Continuing Service Royalty for conversion businesses will be based on your current sales (based on the average weekly sales for the last 12 months) as follows:

| Average Weekly Sales | Continuing Service Royalty |
|----------------------|----------------------------|
| \$0 to \$5,000 | 5% |
| \$5,001 to \$9,999 | 8% |
| \$10,000 to \$14,999 | 9% |
| \$15,000 to \$19,999 | 10% |
| \$20,000+ | 15% |

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment for a New Sushi Maru Express Business

| Expenditure | Estimated Range | | Method of Payment | When Due | To Whom Payment is Made |
|--|---------------------------------------|-----------|-------------------|---------------------------------|--|
| | Low | High | | | |
| Initial Franchise Fee ⁽¹⁾⁽²⁾ | \$3,000 | \$100,000 | Cash | Prior to Opening | Paid to SME |
| Drug Testing, Criminal Background Check, and Tuberculosis Testing | \$250 | | Cash | Prior to Opening | Paid to SME |
| Initial Training Fee for You and Any Proposed Manager ⁽³⁾ | \$500 | \$1,000 | Cash | Upon Signing Training Agreement | Paid to SME |
| ServSafe /ANSI Food Protection Manager Training | \$150 | | Cash | Before Opening | Third Party Provider, Government Agency, or SME (if paid in advance by Us) |
| ServSafe Food Handler Examination & Certification | \$50 (plus textbook fee, if required) | | Cash | Before Opening | Third Party Provider, Government Agency, or SME (if paid in advance by Us) |

| | | | | | |
|---|-----------------|------------------|-------------|----------------|---|
| Opening Inventory Purchase Price ⁽⁵⁾ | \$3,000 | \$10,000 | Cash | Before Opening | Paid to SME or authorized supplier for certain food items |
| Business Licenses and Permits ⁽⁶⁾ | \$200 | \$1,000 | Cash | Before opening | Government agency, or SME if obtained by us |
| Opening Assistance | \$0 | \$200 | Case | Before opening | Paid to SME |
| Pricing Labels, Computer System, and Label Printer ⁽⁷⁾ | \$600 | \$3,000 | Cash | Before Opening | Paid to SME |
| Insurance (3 months) ⁽⁸⁾ | \$250 | \$5,000 | Cash | As incurred | Paid to SME |
| Equipment and Small Wares Purchase Price | \$500 | \$5,000 | Cash | Before opening | Paid to SME or authorized supplier |
| Uniforms Purchase Price | \$100 | \$1,000 | Cash | Before opening | Paid to SME |
| NSF Approved Carrier (for satellite location) | \$150 | \$300 | Cash | Before opening | Paid to SME |
| Signage ⁽¹⁰⁾ | \$50 | \$500 | As arranged | As incurred | To third party |
| Accountant and Attorney Fees ⁽¹¹⁾ | \$500 | \$3,000 | Cash | As incurred | To third party |
| Additional Funds (3 Months) ⁽¹²⁾ | \$12,000 | \$36,000 | Case | As incurred | To third party |
| TOTAL ESTIMATED INITIAL INVESTMENT | \$21,300 | \$166,450 | | | |

Your Estimated Initial Investment for an Existing Location

| Expenditure | Estimated Range | | Method of Payment | When Due | To Whom Payment is to be Made |
|---|-------------------------|-----------|-------------------|--|--|
| | Low | High | | | |
| Initial Franchise Fee ⁽¹⁾⁽²⁾ | \$3,000 | \$250,000 | Cash | Prior to Opening | Paid to SME |
| Drug Testing, Criminal Background Check, and Tuberculosis Testing | \$250 | | Cash | Prior to opening | Paid to SME |
| Initial Training Fee for You and any Proposed Manager | \$500 | \$1,000 | Cash | Upon signing of the training agreement | Paid to SME |
| ServSafe / ANSI Food Protection Manager Training | \$150 per certification | | Cash | Before opening | Third Party Provider, Government Agency, or SME (if paid in advance by us) |

| | | | | | |
|--|---------------------------------------|------------------|------|----------------|--|
| ServSafe Food Handler Examination & Certification | \$50 plus text book fee (if required) | | Cash | Before opening | Third Party Provider, Government Agency, or SME (if paid in advance by us) |
| Equipment and Small Wares Purchase Price | \$500 | \$5,000 | Cash | Before opening | Paid to SME or authorized supplier |
| Opening Food Inventory Purchase Price | \$3,000 | \$10,000 | Cash | Before opening | Paid to SME or authorized supplier for certain food items |
| Pricing Labels, Computer System, and Label Printer | \$600 | \$3,000 | Cash | Before opening | Paid to SME |
| Uniforms Purchase Price | \$100 | \$1,000 | Cash | Before opening | Paid to SME |
| Licenses & Permits | \$200 | \$1,000 | Cash | Before opening | Government agency or SME, if obtained by us |
| Insurance (3 months) | Varies by location and sales | | Cash | As incurred | Paid to SME |
| TOTAL ESTIMATED INITIAL INVESTMENT | \$8,350 | \$271,450 | | | |

Your Estimated Initial Investment for a Satellite Location

| Expenditure | Estimated Range | | Method of Payment | When Due | To Whom Payment is to be Made |
|--|-----------------|---------|-------------------|------------------|---|
| | Low | High | | | |
| Initial Franchise Fee ⁽¹⁾⁽²⁾ | \$1 | | Cash | Prior to Opening | Paid to SME |
| Equipment and Small Wares Purchase Price | \$500 | \$2,000 | Cash | Before opening | Paid to SME or authorized supplier |
| Opening Food Inventory Purchase Price | \$1,000 | \$7,500 | Cash | Before opening | Paid to SME or authorized supplier for certain food items |

| | | | | | |
|---|------------------------------|-----------------|------|----------------|---|
| Licenses & Permits | \$200 | \$1,000 | Cash | Before opening | Government agency or SME, if obtained by us |
| Insurance (3 months) | Varies by location and sales | | Cash | As incurred | Paid to SME |
| Automobile Insurance | \$500 | \$1,500 | Cash | As incurred | Third Party |
| NSF Approved Carrier (for satellite location) | \$150 | \$300 | Cash | Before opening | Paid to SME |
| Additional Funds (3 Months) | \$3,000 | \$6,500 | Cash | As incurred | Third Parties |
| TOTAL ESTIMATED INITIAL INVESTMENT | \$5,351 | \$18,801 | | | |

Your Estimated Initial Investment for Converting

| Expenditure | Estimated Range | | Method of Payment | When Due | To Whom Payment is to be Made |
|---|-----------------|------------|-------------------|----------------|---|
| | Low | High | | | |
| Conversion Fee | \$1 | \$2 | Cash | Before opening | Paid to SME |
| Computer system and Label Printer | \$1 | \$2 | Cash | Before opening | Paid to SME |
| Opening Food Inventory Purchase Price | \$1 | \$2 | Cash | Before opening | Paid to SME or authorized supplier for certain food items |
| Additional Funds (3 Months) | \$1 | \$2 | Cash | As incurred | Third Parties |
| TOTAL ESTIMATED INITIAL INVESTMENT | \$4 | \$8 | | | |

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Sushi Maru Express Business for three (3) months. We do not offer direct or indirect financing for these items. The availability and terms of financing from third-parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you may request a loan. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Sushi Maru Express Business may be greater

or less than the estimates given depending upon the location of your Sushi Maru Express Business and current relevant market conditions. We did not include state or local sales taxes in any of the above estimates. Unless otherwise stated, these estimates are subject to increase based on changes in market conditions, our costs of providing services, and future policy changes.

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers.
2. We discuss the Initial Franchise Fees in detail in Item 5 of this Franchise Disclosure Document. Your estimated total investment for each additional Sushi Maru Express Business will be reduced by the reduction in Initial Franchise Fees and possibly other costs such as professional fees and travel expenses.
3. This estimate is for the cost of two (2) people to attend initial training in Ridgefield Park, New Jersey. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.
4. You must purchase an initial inventory of products and promotional items as we require in the Manual or otherwise in writing, from Approved Suppliers.
5. The estimate includes the cost of acquiring business licenses and permits. Your costs will vary depending upon your Business's location.
6. You must purchase certain computer equipment as we require in the Manual or otherwise in writing from Approved Suppliers.
7. You must obtain and maintain, at your own expense, the insurance coverage we require and satisfy other insurance-related obligations. The amounts listed in this table reflect our estimate of basic insurance for your first month of operation, and is based upon the experience of our Affiliated Entity. Additional information regarding insurance needs, including coverage limits, can be found in Item 8 to this Franchise Disclosure Document.
8. You will be responsible for employing an architect or engineer to prepare drawings and specifications.
9. You must purchase wall signage for the exterior of any leasehold space, an interior sign (such as a logo graphic for the window(s), and interior brand identification such as wall graphics. The estimate varies based on the size of the exterior façade.
10. We recommend that you consult with an attorney, accountant, and/or other advisor prior to purchasing a franchise. You must obtain state and local licenses and business licenses. You may have to post bonds in order to obtain certain governmental permits.

11. The figures set forth herein are estimates of a complete investment in opening a Sushi Maru Express Business and operating it for three (3) months after you open for business. **IT IS POSSIBLE THAT THE ACTUAL COSTS TO OPEN AND OPERATE YOUR SUSHI MARU EXPRESS BUSINESS WILL DIFFER FROM THOSE SET FORTH ABOVE. HOWEVER, WE BELIEVE THESE AMOUNTS TO BE REASONABLE ESTIMATES IN OPENING AND OPERATING A SUSHI MARU EXPRESS BUSINESS FOR THE PERIOD NOTED. BECAUSE YOUR ACTUAL NEEDS ARE DEPENDENT ON HOW FAST YOU GROW YOUR BUSINESS, YOU MAY NEED ADDITIONAL CAPITAL TO OPERATE YOUR BUSINESS BEYOND THE THREE-MONTH PERIOD NOTED AND SUCH CAPITAL NEEDS MAY BE SIGNIFICANT.**

ITEM 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate your Sushi Maru Express Business according to our System and specifications. Except as described below, however, we do not require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate for your Sushi Maru Express Business from us or any affiliate, or an Approved Supplier.

Approved Products and Services

You may only market, offer, sell, and provide the approved services, as well as any related merchandise and other products that we authorize for sale in conjunction with the Approved Products and Services. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an “Approved Supplier”), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

Except as provided in this paragraph, neither we nor any of our officers own an interest in any of our Approved Suppliers. However, we reserve the right to require you to purchase additional items from us or our affiliates in the future.

We may develop proprietary products for use in your Franchised Business, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your “Required Purchases.” We estimate that your Required Purchases, purchases from Approved Suppliers and purchases that must meet our specifications in total will be about 25-35% of your total purchases to establish the Business and about 45-55% of your purchases to continue the operation of the Business. Please be advised that these percentages do not include the lease payments that you make in connection with your premises.

We and our affiliates reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. In our last fiscal year, ending on December 31, 2022, we received \$0 in revenue from all required purchases and leases of products and services by franchisees, including purchases of items to be resold in the Business, and rebates we receive from third-parties. This was 0% of our total revenue of \$0, as reported in our most recent audited financial statements.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers’ dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products and Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-

current supplier or non-approved product evaluation fee when submitting your request, as well as cover our costs incurred in evaluating your request. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and/or services, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (although are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Businesses in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and/or our franchisees.

We reserve the right to create additional purchasing cooperatives in the future. We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Business.

Franchise Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Specifications and Standards

Equipment and Supplies

You must purchase or lease certain equipment and supplies meeting our specifications. Also, you must purchase or lease initial equipment and supplies in amounts that we recommend, to use our experience in the business and to provide proper initial planning, training, operation and record keeping. The initial equipment and supplies that must meet our specifications are identified in our manuals. Any signs, logos, emblems, or pictorial materials using our trademarks must meet our specifications.

Site Selection Criteria

You must find a site for your business that meets our site selection criteria as stated in Item 11 within 40 days after signing your Franchise Agreement. We will not unreasonably withhold approval of any site that meets our standards. Our approval of a site is not a representation or warranty that your business will be profitable or that your revenues will attain any predetermined levels. Approval is intended only to indicate that the proposed site meets our minimum criteria for identifying sites. You agree that our approval or disapproval of a proposed site does not impose any liability on us.

Design Specifications

We may provide you with specifications for design, decoration, layout, equipment, fixtures and signs for your Sushi Maru Express Business, but all items may be purchased from any source unless otherwise noted in this Item 8.

Maintenance and Repairs

You must uniformly maintain your Sushi Maru Express Business to the degree of sanitation, repair, appearance, condition and security as stated in our manuals, as they may be updated from time-to-time. You must make additions, alterations, repairs and replacements to your Sushi Maru Express Business as reasonably required for that purpose, including periodic repainting changes in appearance, upgrades and repairs to equipment, and replacement of obsolete signs as we reasonably direct. We cannot estimate these costs for you since the square footage and actual uses of each facility will vary. Maintenance is generally less expensive than replacement. You must

meet and maintain the safety standards and ratings applicable to the operation of your Sushi Maru Express Business as we reasonably require.

Renovation and Upgrading

You must abide by our requirements on alterations, remodeling, upgrading or other improvements to your Sushi Maru Express Business. The requirements will not exceed those applicable to new franchised, affiliate-owned units, and company-owned units; and will not generally occur more frequently than every four (4) years. You will be responsible for the cost of changes or additions.

Modifications of Specifications

Our standards and specifications are found in our manuals. We may modify our specifications on reasonable written notice to you. We will consider your written request for a modification of a specification, if you explain the reason for the requested modification and provide us with sufficient technical data to enable us to evaluate your request. We will provide you with notification of approval or disapproval within 10 days after receipt of your request. We will approve a request if we determine that a modified specification is appropriate or that any equipment or supply meets our specifications then in effect. We may perform tests to determine any requested modification meets our specifications. We may charge you a fee to cover our reasonable costs and expenses in evaluating any request, or conducting tests in order to grant our approval.

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord, or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to all Sushi Maru Express Business. Each insurance policy must name us and entities and persons affiliated with us as additional insureds. On our request, you must provide us with copies of all insurance policies together with proof of payment for insurance. You must send to us current certificates of insurance and copies of all insurance policies on an annual basis. Before you open your Sushi Maru Express Business, you must furnish us with a certificate of insurance showing compliance with the insurance requirements. Currently, you must have the following insurance at a minimum:

- Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (and \$2,000,000 aggregate for bodily injury) and at least \$50,000 for property damage per occurrence;
- Personal injury and advertising injury insurance with limits of at least \$1,000,000 per occurrence;
- Employer Practices Liability insurance with limits of at least \$1,000,000;

- An Umbrella Liability insurance policy with a limit of at least \$1,000,000;
- “All risk” insurance on the premises, equipment and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risk usually insured against by the owners or lessors of similar property, for at least 100% of the replacement cost of the property. Unless you obtain a written waiver from us, any Sushi Maru Express Business sustaining loss or damage must be repaired, restored, or rebuilt within 60 days after the date of the loss or damage;
- Automobile liability insurance on each vehicle used in the business within the minimum coverage limits as required by the law of the state or jurisdiction in which you are engaged in business; and
- Worker’s compensation or similar insurance as required by the law of the state or jurisdiction in which you are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of your Sushi Maru Express Business, if required by your state or jurisdiction.

Computer System

You must purchase the computer system that we specify, including computer hardware, software, point of sale system, inventory control systems, and high-speed network connections (collectively, the “Computer System”). The component parts of the Computer System must be purchased from Approved Suppliers. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. Currently, we require to you to utilize Light Speed POS, at an initial cost of approximately \$3,000, plus a \$40 monthly fee for POS support and maintenance. The Computer System is described in more detail in Item 11 of this Disclosure Document.

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 Franchise Disclosure Document.

| Obligation | Section in Franchise Agreement | Item in Franchise Disclosure Document |
|---|--------------------------------|---------------------------------------|
| a. Site selection and acquisition/lease | Sections 4.2, 7.2 | Items 5, 7 & 11 |
| b. Pre-opening purchases/leases | Sections 4.2 and 7.2 | Items 7 |

| | | | |
|----|--|--------------------------------|------------------|
| c. | Site development and other pre-opening requirements | Section 7.2 | Items 7 & 11 |
| d. | Initial and ongoing training | Section 5.2 | Items 11 |
| e. | Opening | Sections 7.2, 7.3 and 7.6.1 | Items 6 & 7 |
| f. | Fees | Section 6 | Items 5, 6 & 7 |
| g. | Compliance with standards and policies/ Operations Manual | Sections 5.4, 5.6, 7.1 and 7.3 | Items 11 |
| h. | Trademarks and proprietary information | Section 8.1 | Items 13 & 14 |
| i. | Restrictions on products/services offered | Sections 5.6 and 7.3.3 | Items 8 & 16 |
| j. | Warranty and customer service requirements | Not Applicable | |
| k. | Territorial development & sales quotas | Not Applicable | |
| l. | Ongoing products/service purchases | Sections 7.3.3 and 7.5.4.2 | Items 8 & 16 |
| m. | Maintenance, appearance, and remodeling requirements | Section 7.3.6 | Items 11 |
| n. | Insurance | Section 7.7 | Items 7 |
| o. | Advertising | Sections 5.5 and 7.1.3 | Items 6 & 11 |
| p. | Indemnification | Section 8.5 | Items 6, 13 & 14 |
| q. | Owner's participation/management/staffing | Sections 7.4 and 7.5 | Items 11 & 15 |
| r. | Records and reports | Section 7.6 | Items 6 |
| s. | Inspections and audits | Sections 6.5 and 7.3.4 | Items 6 & 11 |
| t. | Transfer | Sections 6.8 and 9 | Items 17 |
| u. | Renewal | Section 4.6.2 | Items 17 |
| v. | Post-termination obligations | Section 10.3 | Items 17 |
| w. | Non-competition covenants | Sections 8.6 and 10.3 | Items 17 |
| x. | Dispute resolution | Section 11 | Items 17 |

ITEM 10
FINANCING

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

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING,
COMPUTER SYSTEMS AND TRAINING

Except as listed below, SME Franchise LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Sushi Maru Express Business, we (or our designee) will provide the following assistance and services to you:

- (1) Designate your Territory (See Sections 4.3 and 7.2 of the Franchise Agreement);
- (2) Loan you one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 120 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Documents as Exhibit E (See Section 5.4 of the Franchise Agreement);
- (3) Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location for your Sushi Maru Express Business (See Section 7.2 of the Franchise Agreement);
- (4) Within 30 days of your signing the approved lease or location purchase, we will provide you with access to prototype design plans, specifications, décor and layout for a Business, including requirements for design, color, scheme, image, interior layout and operation assets that include fixtures equipment interior signs and furnishings. We may also designate additional suppliers of goods and services (See Section 7.3 of the Franchise Agreement);
- (5) Assist you in implementing an opening marketing initiative for your Sushi Maru Express Business (See Section 5 of the Franchise Agreement);
- (6) We, or our designee, will provide instruction and assistance prior to the opening of your Sushi Maru Express Business and immediately following the opening by telephone or in-person, as we determine in our sole discretion (See Sections 5.2 and 5.5 of the Franchise Agreement); and
- (7) Provide an initial training program (“Initial Training Program”) as described below.

Post-Opening Obligations

During the operation of your business, we may:

- (1) Provide periodic telephone and electronic mail assistance on daily operations, marketing, advertising, personnel and other operating issues that you encounter, and

- provide review and analyses of your operations (See Section 5.3 of the Franchise Agreement);
- (2) Update the manuals to incorporate improvements and new developments in the System. These revisions may be made at any time (See Section 5.4 of the Franchise Agreement);
 - (3) Make available to you initial training of replacement managers at a location that we determine. We may charge you a fee for this training. (See Section 5.2.1 of the Franchise Agreement);
 - (4) Advise as to source of supply for equipment, services, supplies, products and materials, and make reasonable efforts to negotiate, enter into and maintain contracts for equipment, supplies and services for your purchase (See Sections 5.6 and 7.3.3 of the Franchise Agreement);
 - (5) Assist you with sales promotions and administer a system-wide Brand Fund (See Section 7.5.3 of the Franchise Agreement) (See Brand Fund below);
 - (6) At our option, provide access to our manuals, franchisee resources and company news (See Sections 5.2.3 and 5.4 of the Franchise Agreement);
 - (7) At our option, maintain a website and provide you with a standard web page on the website (See Section 7.5.4 of the Franchise Agreement); and
 - (8) Provide you access to print and television advertisements, if and when they exist, for use by you (See Section 5.5 of the Franchise Agreement).

Advertising and Promotion

Brand Fund

Currently, we do not require you to contribute to a system-wide advertising fund, but reserve the right to require you to contribute up to 1% of Gross Revenues each month to our system-wide advertising and promotions fund (“Brand Fund”). All franchises will contribute on an equal basis to the Brand Fund. The Brand Fund will be intended to promote the services of the System. We will administer the Brand Fund and all programs that the Brand Fund finances. We will use the Brand Fund for public relationships and the development and placement of print, electronic media and web-based advertising. We will not use the Brand Fund to solicit prospective franchisees, but we may use the Brand Fund to develop a website and social media platforms. We may use an outside advertising agency to create and place advertising, and handle public relations. The Brand Fund will advertise locally, regionally and nationally, as we decide in our sole discretion, to promote the System.

We will account for the Brand Fund separately from our other funds each year. The Brand Fund will not be audited, but we will prepare an annual unaudited financial statement of the Brand Fund that will be available on your request about 120 days after the end of the fiscal year. Other than reimbursement for reasonable costs and overhead incurred in activities for the administration or

direction of the Brand Fund, which may include prorated salary and benefits of any personnel who manage and administer the Brand Fund, meeting costs and similar expenses, neither we nor any affiliate will receive any payment for providing services or products to the Brand Fund. We may, but are not required to, collect for deposit into the Brand Fund any advertising, marketing or similar allowances paid to us for that purpose by suppliers who deal with your Sushi Maru Express Business.

Franchisee Advisory Council

We do not currently have a Franchisee Advisory Council.

Local Advertising

You are not currently required to participate in a local or regional advertising cooperative, but we may require you do so in the future. You are required to spend at least 1% of Gross Revenue per month on local advertising each month, as outlined in Item 7 of this Franchise Disclosure Document.

You must submit to us, for our approval, all media and materials to be used for local advertising, unless the media and/or materials have been approved before or unless we provided the materials to you. All materials containing our proprietary marks must include the designation service mark SM, trademark TM, registered trademark [®], copyright [©], or any other designation we specify. If you do not receive written or oral approval of any materials submitted within 30 days from the date we receive the materials, the materials are disapproved. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and you have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising. Your submission of advertising for our approval does not affect your right to determine the prices at which you sell your services.

You may have as many telephone numbers and telephone directory listing for the franchised business as you choose; however, you acknowledge and agree that we will own all rights and interest in each telephone number (regardless of whether such telephone number pre-existed any Franchise Agreement) and telephone directory listing, email address, domain name, social media platform, and comparable electronic identify that is associated in any manner with your Franchise and/or with any Mark (“Listing”). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after expiration, termination, repurchase or transfer of the Franchise, you will notify each telephone or Internet Service Provider (“ISP”) with whom you have any Listing and direct them to transfer the Listing to us, or any persons we designate, at your expense; and you agree to execute all documents necessary to complete these transfers.

You must include in any significant display advertisements, and in marketing materials for your Sushi Maru Express Business, a notice that your Sushi Maru Express Business is individually owned and operated. Subject to any legal restrictions, you also are required to display or make available in your Sushi Maru Express Business’s reception area, marketing materials that we may

provide to you about the purchase of Sushi Maru Express franchises, but you have no responsibility or authority to act for us in franchise sales.

You may not solicit business outside your Territory through the use of a toll-free number, direct mail, website, social media platform, or other advertising method without our prior written approval. You may not establish your own website or social media platforms without approval.

System Website

At our option, we may establish one or more websites to advertise, market and promote the System and the franchise opportunity. We currently maintain the website www.sushimaruexpress.com; however, we are not obligated to continue to maintain that website, and are not barred from (or required to) creating additional or replacement websites. In any website now in existence or hereinafter-created, we may provide you with a listing for your location, or a web page to promote your business, if you provide us with the information that we request to develop your web page. Our system standard will apply to any website advertising. We may provide a secure intranet for our franchisees, but do not currently have one.

Computer System and Internet Access

You must use the computer system in use by the store or market from which you operate. (See Section 7.3.8 of the Franchise Agreement).

Independent Access to Information. We have a right and you are required to provide us with independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business.

You must have broadband Internet access, which will permit you to use web-based technology, gather information, exchange ideas and transfer data. You may use any independent Internet Service Provider of your choosing that provides broad-band access. You must maintain a functioning email address so that we can communicate with you electronically.

We may upgrade our minimum computer system requirements at any time in order to keep pace with technology. There are no contractual limitations on the frequency or cost of this obligation, but we expect you will need to upgrade at least every five (5) years. If we modify or impose a requirement, we will notify you in our manuals or other written communications, and will give you a reasonable time in which to comply at your expense. We estimate that the cost of upgrading and replacing a computer system is approximately \$500 annually.

We may assist you in obtaining the computer system and related services, but we are not obligated to do so. We may, in the future, designate an approved supplier for computer components.

We disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the services.

Manuals

After you sign your Franchise Agreement, and prior to initial training, we will give you electronic access to or lend you a paper or read-only disk copy of a single copy of our manuals. The manuals contain proprietary information, and you must keep this information confidential as described in Item 14. A copy of the Table of Contents for the Operations Manual, as of February 8, 2023 is attached hereto as Exhibit E.

Initial Training Program

You will receive the following training before you open your Sushi Maru Express Business:

TRAINING PROGRAM

| Subject | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|------------------------------------|-------------------------------------|-----------------------------|
| Policies & Procedures | 1 | 0 | Ridgefield Park, New Jersey |
| Sushi Basics & Training Manual | 1 | 0 | Ridgefield Park, New Jersey |
| Introduction to Komolo | 0.5 | 0 | Ridgefield Park, New Jersey |
| Food Safety & HACCP | 1 | 0 | Ridgefield Park, New Jersey |
| WOW Roll Training | 0.5 | 0 | Ridgefield Park, New Jersey |
| Hands-On Training | 0 | 3 | Ridgefield Park, New Jersey |
| Introduction to Connecteam | 0.5 | 0 | Ridgefield Park, New Jersey |
| Labeling Equipment | 0 | 0.5 | Ridgefield Park, New Jersey |
| Marketing, Showcase Setup, & Promotion Strategies | 1 | 0 | Ridgefield Park, New Jersey |
| Chef Information, Pay, and Business Account | 1 | 0 | Ridgefield Park, New Jersey |
| Testing | 1 | 0 | Ridgefield Park, New Jersey |
| Contract | 1 | 0 | Ridgefield Park, New Jersey |
| Inventory | 0 | 2 | Ridgefield Park, New Jersey |
| Opening | 0 | 2 | Ridgefield Park, New Jersey |
| Totals | 8.5 | 7.5 | |

The hours devoted to each subject are estimates only and may vary substantially based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling. Our training program lasts One (1) weeks at our locations in Ridgefield Park. We will train up to two (2) people. Prior to scheduling training, key pre-opening tasks must be completed such as locating

and fitting out your Business, hiring staff and any business-related licenses. We typically schedule training ten (10) to twelve (12) times a year, between four (4) and six (6) weeks apart, as needed.

John Kim will oversee initial training and he has more than twenty years of restaurant experience. All of our trainers will have at least two years of restaurant experience. Trainees are expected to read and have reviewed the Operations Manual prior to attending training. Supplemental training will be provided in a review of the material along with hands-on, observational and visual instruction on our daily procedures and best practices for operating the Business and event center.

If you are an individual, you and your original manager, if any, must attend and complete our initial training program to our satisfaction. If you are a legal entity, your Operating Principal and your original manager, if any, must attend and successfully complete initial training. We recommend that you plan to attend training before you sign a lease for your business.

We do not currently conduct, but may in the future, regional and/or national conferences. If and when we do, you (or your Operating Principal) must attend a regional or national conference, which shall not occur more than one time per year. At our option, we may charge you a conference fee or a proportionate share of our out-of-pocket costs for each annual conference.

You (or your Operating Principal) and/or any previously-trained manager must attend any refresher or follow-up training that we designate. We will not charge you a fee for this training, however, you may incur out-of-pocket costs in attending same.

Training for replacement managers or employees is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for replacement managers will occur at a time we schedule on a space-available basis, and may not be available immediately after the replacement manager (or employee) is hired. You will be responsible for all expenses incurred by you and your employees in connection with attending all training programs, including the cost of transportation, lodging, meals and wages.

Training for transferees of your franchised business is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for transferees will occur at a time we schedule on a space-available basis, but must be completed before the transfer takes place.

You must pay our travel, lodging, and meal expenses during training. You must also pay travel, lodging, and meal expenses for trainees and any compensation or benefits due trainees during initial training, or during any regional or national conferences, or any additional or refresher training.

Site Selection - Sushi Maru Express Business

If you have not selected a site when you sign your Franchise Agreement, we will approve a Territory within which you can locate a site for your business. We will assist you in evaluating proposed sites based on information that you provide to us and on other information that we deem relevant. We may, but we are not required to, visit proposed sites with you. We will approve or

disapprove a proposed site within 15 days after you propose it in writing with appropriate documentation as stated in our manuals. If we disapprove a site, you must locate another site. If you do not, we may terminate the Franchise Agreement.

We must approve your site before you open your Sushi Maru Express Business franchise. You must open for business within 150 days after signing your Franchise Agreement, subject to our opening schedule availability. If you are delayed from opening within the 150 days, you must provide us with a written request to delay opening. Your request must state: (1) that a delay is anticipated; (2) the reasons that caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to delay, up to a maximum of 30 days, if you have been diligently pursuing the opening. If, for any reason (including your failure to locate a site acceptable to us), you do not open your business within one year (or any longer period to which we have consented), we may terminate your franchise without refunding any of the initial franchise fee.

Opening Business

For a Sushi Maru Express Business, you are required to obtain a site (via a signed letter of intent or lease agreement) within forty (40) days of the Effective Date. The maximum time to open, after the Effective Date, is 150 days. The typical length of time between the signing of a Franchise Agreement and the opening of a business is 120 days. Factors that may affect this time include your ability to obtain business licenses and permits, receive delivery of supplies, when you complete training, select a site, negotiate a lease and complete any construction or renovation of your facility.

ITEM 12 **TERRITORY**

The specific location for each Business granted shall be identified in the Franchise Agreement itself or an addendum, as the case may be, once a site has been approved. You will have the license to operate a Business within your Territory.

The Approved Location of a single franchise will be at the center of the Territory, composed of a circle having a radius of three (3) miles or 30,000 people, whichever is less. The Approved Location of a single franchise in a metropolitan area will be at the center of a Territory composed of a circle having a radius that Sushi Maru Express believes will not cause a material adverse effect on the Business.

We grant you a franchise for a specific Approved Location within the Territory. The site may not be changed without our written approval and compliance with our relocation procedures, and you may not operate out of any site other than the approved site within the Territory without our written approval. We may allow you to move your site under the following conditions: the structure in which you are located is sold and/or slated for demolition; you find that you are able to negotiate a better lease elsewhere and are willing to relocate; or another condition that makes it impossible for you to retain your site.

All sales must be made from the approved site. You may not solicit business outside your Territory through other channels of distribution, such as the use of a toll-free number, direct mail, Internet website, social media platform or other advertising method without our prior written approval.

During the term of your franchise, your Territory may not be modified except by a written agreement between you and us. On renewal or transfer of your franchise, the Territory may be modified. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard Territory, we may require you or the transferee to accept a renewal Territory or a transfer Territory smaller than the Territory.

You receive an exclusive Territory in that your territorial rights restrict us from establishing or operating, or granting any person other than you the right to establish or operate, a Sushi Maru Express Business at any physical location in your Territory. However, we may: (a) at locations outside your Territory, including locations near the boundaries of your Territory, establish and operate, and grant others the right to establish and operate, a Sushi Maru Express Business; (b) at locations outside your Territory, establish and operate, and grant others the right to operate, businesses similar to the Sushi Maru Express Business; (c) at any location, license the use of alternative proprietary marks or methods in connection with the operation of businesses that may be similar to or different from the Sushi Maru Express Business; (d) use other channels of distribution, including the Internet; and (e) operate a Sushi Maru Express concept at any non-traditional location, such as an airport, college campus, sporting event, concert, stadium, hospital, military base, government office, convention center, highway rest stop, turnpike plaza, or similar location, within Your Approved Territory. We are not required to pay you if we exercise any of these reserved rights. Currently, we do not operate or franchise, and do not have any plans to operate or franchise, any other businesses under alternative proprietary marks.

As a single-unit Sushi Maru Express Business franchisee, you do not receive the automatic right to acquire additional franchises.

Your territorial exclusivity is not dependent upon achievement of a certain sales volume or market penetration.

ITEM 13 **TRADEMARKS**

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the “Marks”), as are designated by us in writing for use in connection with the System. Our right to use and license others to use the Marks is exercised pursuant an intellectual property license agreement with Sushi Maru Express, Inc. We are granted the right to use and to permit others to use the Marks. We have the right to license the use of the registered trademark to you for the term of the Franchise Agreement, including any extensions or renewals.

We do not currently have a federal registration for our trade names, trademarks, service marks, logotypes and other commercial symbols. Therefore, our trade names, trademarks, service marks,

logotypes and other commercial symbols do 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.

The following applications for registrations on the Principal Register of the United States Patent and Trademark Office have been filed:

| Trademark | Filing Date | Serial Number | Publish for Opposition Date |
|-------------------|--------------------|----------------------|------------------------------------|
| SUSHI MARU | February 3, 2023 | 97780067 | N/A |

You must follow our rules when you use the Marks. You cannot, under any circumstances, use any Mark with modifying words, designs or symbols, except for those which we license to you or have expressly approved in writing. You cannot modify a Mark in any way without our express written consent. You may not use any Mark in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You may not, under any circumstances, use any of the Marks, including “Sushi Maru Express,” in any manner, in the name of your corporation, limited liability company, partnership, or other legal entity.

In connection with the establishment of our trademarks, we operate a website for the promotion of the marks and Sushi Maru Express Businesses. This website lists the location, operating hours, and other facts regarding our Businesses. You may not register any domain name nor operate any website that includes the terms “Sushi Maru Express.” You may request the establishment of a web page within the Sushi Maru Express website to include additional information specific to your franchised Sushi Maru Express Business. You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains our registered trademarks without our prior written approval. You may not establish a Facebook®, MySpace®, SnapChat®, or similar page, post through Instagram® or on YouTube®, or utilize other, similar social media, without our prior written approval. You may not establish a Twitter® feed or other social media without our prior, written approval.

The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

There are no other license agreements in effect that significantly limit our right to use or license the use of the principal trademarks that are material to the franchise.

Determinations

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or

any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

Protection of Rights

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think is appropriate in these situations, and we have exclusive control over any settlement or proceeding concerning any Mark. You must take actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. While we are not required to defend you against a claim arising from your use of our Marks, we will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark in accordance with the Franchise Agreement and the Operations Manual, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 8.5 of the Franchise Agreement, we will indemnify and hold you harmless.

Modification of Trademarks

You must modify or discontinue the use of a trademark if we modify or discontinue it at your own cost. Because your telephone listings and email addresses will be associated with our trademarks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will inure to our benefit.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other Sushi Maru Express franchisees or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks. We may require you to use and display a notice in a form we approve that you are a franchisee under the System using the trademarks under a Franchise Agreement.

You may not directly or indirectly contest our rights to our trademarks, trade secrets or business techniques that are part of our business.

Superior Prior Rights or Infringing Uses

We do not know of any superior rights of infringing uses that could materially affect your use of our principal trademarks.

ITEM 14 **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

Patents

No patents are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading “Protection of Rights” also apply to copyrights; provided, however, that you must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

Proprietary Information

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of your business, and other proprietary, copyrighted materials. Item 11 and Exhibit E to this Franchise Disclosure Document describe the manuals and the manner in which you may use them. All proprietary manuals and materials provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the System without our permission.

Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of the System, agrees not to use any information about the system for his or her own benefit, and

agrees not to compete in certain respects with your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We strongly believe that the success of your franchised business will depend to a large extent on your personal and continued efforts, supervision and attention. If you are an individual, you or a trained manager must personally manage the franchised business at all times. You and your manager, if any, must attend and successfully complete initial training.

If you are a legal entity, you must designate a managing shareholder, partner, or member ("Operating Principal"). If you are a legal entity, your Operating Principal or a trained manager must personally manage the franchised business at all times. Your Operating Principal and your manager, if any, must attend and successfully complete initial training.

Any replacement manager must attend and successfully complete initial training. Neither an original manager nor a replacement manager needs to have an equity interest in the franchised business. Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

If you are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for breach of, the Franchise Agreement (see Exhibit C to the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only services and products that we have approved or authorized. You may not offer for sale or sell services or products that would detract from or be inconsistent with the System. You may use services or products not purchased from us, but those services or products must be of comparable quality and must be approved by us in writing before use to ensure maintenance of proper quality standards. You may not use or permit the use of your premises for any other purpose or activity at any time without first obtaining our written consent.

You must offer for sale all approved services and products; must not deviate from our specifications for the approved services and products without our written consent; and must discontinue offering any items that we disapprove in writing.

We may change the types of services and products that we approve or authorize, if the services and products are compatible with the System. There are no other limits on our right to make these changes.

You are not restricted in the customers to whom you may sell approved services or products or the prices the services are rendered or products are sold. However, all sales must occur at or from your Business. You may not solicit business outside your site through the use of a toll-free number, direct mail, Internet website or other advertising method without our prior written approval.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

| Provision | Section in Franchise Agreement | Summary |
|--|--------------------------------|---|
| a. Length of the franchise term | Section 4.6.1 | Ten (10) years from the Effective Date of the Franchise Agreement. |
| b. Renewal or extension of the term | Section 4.6.2 | If you are in good standing and have met the conditions set forth in row (c), below, you have the right to renew the Franchise Agreement for one (1) Ten (10) year term (or the length of your then-current lease term, whichever is shorter), with payment of any franchise renewal fee that is in effect at the time of renewal. The current renewal fee is 30% of the then-current Franchisee Fee. |
| c. Requirements for you to renew or extend | Section 4.6.2 | Good standing; timely advance notice; pay any then-current renewal fee; sign new Franchise Agreement that may contain materially different terms and conditions than the Franchise Agreement in this Disclosure Document; be current in payments; sign release; and modernize Business to meet then-current standards. |
| d. Termination by you | Not Applicable | |

| | | | |
|----|--|----------------|--|
| e. | Termination by us without cause | Not Applicable | |
| f. | Termination by us with cause | Section 10.2 | We can terminate only if you default. |
| g. | “Cause” defined – curable defaults | Section 10.2.2 | You have 30 days to cure noticed curable defaults other than for non-payment of fees. You have five (5) days to cure non-payment of fees. |
| h. | “Cause” defined – non-curable defaults | Section 10.2.1 | Non-curable defaults include misuse of trademarks; breach of non-competition; unauthorized assignment or transfer of any rights of the Franchise Agreement; material misrepresentation; lack of prior consent when required; abandonment; repeated defaults even if cured; threat to public health or safety; bankruptcy; plead guilty or no contest to or conviction of a felony. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 1101, <i>et seq.</i>). |
| i. | Your obligations on expiration, termination or non-renewal | Section 10.3 | Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease (if any), and payment of amounts due. See row (r) below. |
| j. | Our transfer of Franchise Agreement | Section 9.1 | No restriction on our right to assign. |
| k. | “Transfer” by you – definition | Section 9.2 | Includes transfer of contract or assets, or any change of ownership. |
| l. | Our approval of your transfer | Section 9.3 | We have the right to approve all transfers. |
| m. | Conditions for our approval of transfer | Section 9.3 | New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, then-current agreement signed by new franchisee or assumption of existing agreement, transfer fee paid; training completed; and release signed by you and your Related Parties. |
| n. | Our right of first refusal to acquire your business | Section 9.4 | We or our designee can match any offer for your business. |
| o. | Our option to purchase your business | Section 9.4 | We or our designee may, but are not required to, purchase your inventory and equipment at the lesser of the fair market value or depreciated value, if franchise is terminated for any reason. |

| | | |
|--|-------------------------|--|
| p. Your death or disability | Section 9.5 | Heirs or beneficiaries must demonstrate within 90 days ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within six (6) months. |
| q. Non-competition covenants during the term of the franchise | Section 8.6.1 | No competing business during the Term. |
| r. Non-competition covenants after the franchise expires, is terminated, or is not renewed | Sections 8.6.2 and 10.3 | No competing business for two (2) years: (i) at the Approved Location, (ii) within 25 miles of the Approved location, or (iii) within 25 miles of another Sushi Maru Express Business (including after assignment). |
| s. Modification of the Franchise Agreement | Section 11.4 | No modification, generally, unless on consent of both parties, but Operations Manual subject to change. |
| t. Integration/merger clause | Section 11.6 | Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Sections 11.7 and 11.8 | Except for certain claims, claims must first be mediated prior to arbitration or litigation. All disputes must be litigated in New Jersey. The arbitration will occur with each respective party paying their own costs. |
| v. Choice of forum | Section 11.2.2 | Arbitration in Bergen County, New Jersey, or, if litigated, the Bergen County Superior Court or United States District Court for the District of New Jersey. |
| w. Choice of law | Section 11.2.1 | New Jersey law applies. |

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote any Sushi Maru Express Business.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

(2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised Businesses. 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 Business, however, we may provide you with the actual records of that Business. 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 Kevin Kim at 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660, info@sushimaruexpress.com and 201-654-0422, the Federal Trade Commission, and the appropriate state regulatory Locations.

ITEM 20
BUSINESSES AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary for Years 2020 to 2022

| Outlet Type | Year | Outlets at Start of Year | Outlets at End of Year | Net Change |
|----------------------|-------------|---------------------------------|-------------------------------|-------------------|
| Franchised | 2020 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| Company-Owned | 2020 | 157 | 163 | +6 |
| | 2021 | 163 | 163 | 0 |
| | 2022 | 163 | 169 | +6 |
| Total Outlets | 2020 | 157 | 163 | +6 |
| | 2021 | 163 | 163 | 0 |
| | 2022 | 163 | 169 | +6 |

Table 2
Transfers of Outlet from Franchisees to New Owners
(Other than Franchisor or an Affiliate) for Years 2020 to 2022

| State | Year | Number of Transfers |
|--------------|-------------|----------------------------|
| Total | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |

Table 3
Status of Franchised Outlets for Years 2020 to 2022

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations | Outlets at End of Year |
|--------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-------------------|------------------------|
| Total | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Table 4
Status of Company-Owned Outlets for Years 2020 to 2022

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of Year |
|-----------------------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|------------------------|
| Connecticut | 2020 | 6 | 3 | 0 | 0 | 0 | 9 |
| | 2021 | 9 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 3 | 0 | 6 |
| District of Columbia | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 1 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| Illinois | 2020 | 15 | 2 | 0 | 4 | 0 | 13 |
| | 2021 | 13 | 2 | 0 | 0 | 0 | 15 |
| | 2022 | 15 | 0 | 0 | 0 | 0 | 15 |
| Indiana | 2020 | 14 | 0 | 0 | 0 | 0 | 14 |
| | 2021 | 14 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 0 | 0 | 0 | 0 | 14 |
| Kentucky | 2020 | 3 | 1 | 0 | 0 | 0 | 4 |
| | 2021 | 4 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 4 |
| Massachusetts | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 1 | 0 | 0 |
| Maryland | 2020 | 4 | 0 | 0 | 0 | 0 | 4 |
| | 2021 | 4 | 0 | 0 | 1 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 2 | 0 | 1 |
| Michigan | 2020 | 42 | 0 | 0 | 0 | 0 | 42 |
| | 2021 | 42 | 1 | 0 | 9 | 0 | 34 |
| | 2022 | 34 | 1 | 0 | 1 | 0 | 34 |
| New Jersey | 2020 | 29 | 1 | 0 | 3 | 0 | 27 |
| | 2021 | 27 | 3 | 0 | 4 | 0 | 26 |

| | | | | | | | |
|---------------------|-------------|------------|-----------|----------|-----------|----------|------------|
| | 2022 | 26 | 0 | 0 | 2 | 0 | 24 |
| New York | 2020 | 22 | 8 | 0 | 1 | 0 | 29 |
| | 2021 | 29 | 9 | 0 | 0 | 0 | 38 |
| | 2022 | 38 | 22 | 0 | 5 | 0 | 55 |
| Ohio | 2020 | 3 | 0 | 0 | 1 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| Pennsylvania | 2020 | 7 | 1 | 0 | 0 | 0 | 8 |
| | 2021 | 8 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 0 | 0 | 3 | 0 | 5 |
| Virginia | 2020 | 3 | 0 | 0 | 1 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| Wisconsin | 2020 | 7 | 0 | 0 | 0 | 0 | 7 |
| | 2021 | 7 | 0 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 0 | 0 | 0 | 0 | 7 |
| Total | 2020 | 157 | 16 | 0 | 10 | 0 | 163 |
| | 2021 | 163 | 15 | 0 | 15 | 0 | 163 |
| | 2022 | 163 | 23 | 0 | 17 | 0 | 169 |

Table 5
Projected Openings as of December 31, 2022

| State | Franchise Agreements Signed But Outlet Not Opened as of December 31, 2022 | Projected New Franchised Outlets as of December 31, 2022 (in 2023) | Projected New Company-Owned Outlets as of December 31, 2022 (in 2023) |
|--------------|--|---|--|
| New Jersey | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

Attached as Exhibit D to this disclosure document is a list of the names, addresses and telephone numbers of our current franchised businesses. Also attached as Exhibit D to this disclosure document is a list of the names and city, state and last known business telephone number, of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous fiscal year, or who has not communicated with us within 10 weeks of the issuance 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.

Please note that Exhibit D is current as of the issuance date of this Disclosure Document, while the tables above reflect the status of our outlets at the end of our prior fiscal year. Any discrepancies between Exhibit D and the Item 20 tables are due to events that have occurred in the intervening period.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with you about their experience with us.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21 **FINANCIAL STATEMENTS**

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit B to this Franchise Disclosure Document includes our audited financial statements, dated December 31, 2022, and unaudited financial statements as of August 31, 2023.

ITEM 22 **CONTRACTS**

Copies of all proposed agreements regarding the Sushi Maru Express franchise offering are included in Exhibit A. These include:

The Franchise Agreement and the following exhibits:

- Exhibit A – Franchise Data Sheet
- Exhibit B – Statement of Ownership
- Exhibit C – Principal Owner’s Guaranty
- Exhibit D – Sample Release Agreement,
Waiver and Release of Claims
- Exhibit E – Nondisclosure, Nonsolicitation and
Noncompetition Agreement
- Exhibit F – Sample Confidentiality Agreement
- Exhibit G – Sample Approval of Requested Assignment
- Exhibit H – Lease Addendum
- Exhibit I – ACH Payment Agreement
- Exhibit J – SBA Addendum

ITEM 23 **RECEIPTS**

Exhibit J to this Franchise Disclosure Document includes detachable documents acknowledging your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us at the following address:

Kevin Kim
SME Franchise LLC
65 Challenger Road, Suite 202
Ridgefield Park, New Jersey 07660
info@sushimaruexpress.com

The duplicate receipt is for your records.

**EXHIBIT A TO SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**



SUSHI MARU EXPRESS FRANCHISE AGREEMENT

Franchise Owner: _____

Date: _____

Franchise Location: _____

SUSHI MARU EXPRESS FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 20__ (the “Effective Date”), by and between SME Franchise LLC, a New Jersey corporation, with its principal place of business at 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660 (“Sushi Maru Express”, “Franchisor”, “we”, “us”, or “our”), and _____, located at _____ (collectively, “You” or “Franchisee”).

2. RECITALS

2.1 Ownership of the System

Sushi Maru Express has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the Sushi Maru Express trademarks, the words “Sushi Maru Express.” Sushi Maru Express has spent a considerable amount of time, effort, and money to construct, and continues to develop, use, and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of the Business (the “System”).

2.2 Objectives of Parties

You desire to enter into the business of operating a Sushi Maru Express Business under the System using the Trade Name and Marks (as those are defined in Sections 3.11 and 3.17, below), and You wish to obtain from Sushi Maru Express, and Sushi Maru Express wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

3.1 Approved Location

“Approved Location” means the street address of the physical location approved in writing by Sushi Maru Express for the operation of the Sushi Maru Express Business, You will operate under this Agreement, which shall be set forth in Exhibit A to this Agreement.

3.2 Approved Territory

“Approved Territory” or “Territory” means the area set forth in Exhibit A of this Agreement.

3.3 Brand Fund

“Brand Fund” means a fund established by Sushi Maru Express for purposes of increasing brand awareness and national advertising.

3.4 Expiration

“Expiration” means expiration of the Term of this Agreement, the non-renewal of this Agreement.

3.5 Sushi Maru Express

“Sushi Maru Express” means SME Franchise LLC or any person or entity to which Sushi Maru Express allocates all or part of its rights and obligations under this Agreement.

3.6 Sushi Maru Express Business

“Sushi Maru Express Business” or the “Business” or the “Franchise Business” means the single “Sushi Maru Express” business that Sushi Maru Express authorized You to conduct under the Trade Name, Marks, and System within the Approved Territory, at the Approved Location, under this Agreement.

3.7 Franchise Network

“Franchise Network” means the interdependent network composed of Sushi Maru Express Businesses, all Sushi Maru Express franchisees, Sushi Maru Express Related Parties, any other persons or business entities that Sushi Maru Express has licensed to use the Trade Name, Marks, System, or any of them.

3.8 Good Standing

“Good Standing” means timely compliance by You and Your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of amounts You owe to Sushi Maru Express and its Related Parties.

3.9 Gross Revenues

“Gross Revenues” means the total selling price of all services and products sold at or from your Sushi Maru Express Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Sushi Maru Express Business or coupon sold for use at your Sushi Maru Express Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Sushi Maru Express Business operation, whether for cash or credit.

3.10 Manual

“Manual” means the confidential Operations Manual and all other manuals that Sushi Maru Express will lend to You, or authorize You to use, during the term of this Agreement and that contains information, forms and requirements for the establishment and operation of the Sushi Maru Express Business, and for use of Sushi Maru Express Trade Name and Marks, along with communications from Sushi Maru Express to You, including, but not limited to, bulletins, e-mails, and text messages.

3.11 Marks

“Marks” means selected trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols licensed by Sushi Maru Express to You under this Agreement.

3.12 Operating Principal

“Operating Principal” means the managing shareholder, partner, or member that You must designate if you are a legal entity.

3.13 Proprietary Service

“Proprietary Service” means any product or service that is composed of or in accordance with Sushi Maru Express’s specifications or that bears or has been labeled with any of the Marks.

3.14 Related Party

“Related Party” or “Related Parties” means persons and companies affiliated with Sushi Maru Express or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) Sushi Maru Express or in You; (ii) corporations or limited liability companies in which Sushi Maru Express or You have an interest; (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest; or (iv) officers, directors, members, or agents of Sushi Maru Express or of You.

3.15 Termination

“Termination” means the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

3.16 Transfer

“Transfer” means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust, divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (in) any rights or privileges incidental to this Agreement, (iv) the Business or any interest therein, or (v) any ownership interest in you,

including, without limitation, any arrangement whereby you sell or pledge accounts receivable or any other assets of the Franchised Business (each a “Transfer”). Without limiting the foregoing the term, “Transfer” includes any sale, resale, pledge, encumbrance transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in you if you are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change of ownership, if you are a corporation.

3.17 Trade Name

“Trade Name” means the commercial names Sushi Maru Express, individually or collectively.

3.18 You

“You” means the person or entity that is named as “You” in Section 1 of this Agreement. In addition, “You” means all persons or entities that succeed to Your interest by Transfer, other transfer, or operation of law.

NOW, THEREFORE, the parties agree as follows:

4. GRANT OF FRANCHISE

4.1 Granting Clause

Sushi Maru Express grants to You the right and You hereby undertake the obligation upon the terms and conditions set forth in this Agreement: (a) to establish the Sushi Maru Express Business at the Approved Location that includes the provision of such products and services as designated by Sushi Maru Express, and (b) to use solely in connection therewith the Trade Name, Marks, and System, as they may be changed, improved and further developed from time-to-time. You shall not engage in any other business at the Approved Location without the prior written consent of Sushi Maru Express.

4.2 Location

If you have not secured an Approved Location as of the Effective Date, You shall, at your sole cost and expense, secure an approved site for the Sushi Maru Express Business in accordance with Section 7.2 of this Agreement. It is your sole responsibility to locate and purchase and/or lease a suitable site for the Sushi Maru Express Business. You may not establish any other business at the Approved Location. You may not sublease space at the Approved Location to a third-party without our prior written consent. You may not market to customers outside of Your Approved Territory or engage in mail order, Internet, or any other sales except with Sushi Maru Express’s express written approval and as part of Sushi Maru Express’s coordinated marketing effort.

4.3 Approved Territory

During the term of this Agreement, and except as otherwise provided in this Agreement, Sushi Maru Express agrees that it shall not establish, nor license any other person to establish another Sushi Maru Express Business at any location within Your Approved Territory. Except as set forth in this Section 4.3, You have no exclusivity. You have no right to exclude development of concepts owned, franchised, or licensed by Sushi Maru Express or its affiliates.

4.4 Rights Reserved

Sushi Maru Express retains all rights that are not expressly granted to you under this Agreement. Without limiting this broad retention, and without granting You any rights therein, Sushi Maru Express shall have the right to:

- (a) Operate a Sushi Maru Express concept at a trade show booth, or similar temporary location, within Your Approved Territory for up to fifteen (15) consecutive days;
- (b) Offer Sushi Maru Express franchises to others for any site outside Your Approved Territory regardless of how close the site is to Your Approved Territory;
- (c) Sell, rent and distribute any Proprietary Services directly or indirectly, and/or license others to sell and distribute, any Proprietary Services, directly or indirectly, from any location to any purchaser (including, but not limited to, sales made to purchasers in the Approved Territory through retail establishments, mail order, independent distributors, wholesale distribution, phone order, and on the Internet, and/or sales to delivery customers), except that Sushi Maru Express shall not do so from a Sushi Maru Express Business inside the Approved Territory;
- (d) Develop, operate, and franchise others to operate, any business concept except a Sushi Maru Express Business at any place, including within the Approved Territory, and use the Marks or any other trademarks owned, licensed, or developed by Sushi Maru Express or its Affiliate in connection with those concepts, even if such concepts sell products and services similar to, the same as or competitive with, the Proprietary Services;
- (e) In its sole discretion, approve or disprove other franchisees' requests to purchase local advertising that penetrates Your Approved Territory; and
- (f) Merge with, acquire or be acquired by, any business of any kind under other systems and/or other marks, which business may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory.

4.5 Relocation

At Sushi Maru Express's option, You may relocate the Sushi Maru Express Business, with Sushi Maru Express's prior written consent, if all of the following conditions are met:

- (a) You and Your Related Parties are in Good Standing under this Agreement and any other Agreement between Sushi Maru Express and You, and You and Your Related Parties are in compliance with all provisions of the Manual;
- (b) You and any of Your Related Parties that have signed this Agreement have agreed to cancel this Agreement and execute a new Franchise Agreement in the form that is currently effective at the time of relocation (with a term equal to the then-remaining term of this Agreement);
- (c) You have secured a site that is not located in another Sushi Maru Express franchisee's approved Territory, and which meets our then-current size and demographic requirements and, if you are leasing the space, you have submitted the proposed lease agreement for our review and paid a Lease Review Fee;
- (d) You agree to equip and furnish Your new Sushi Maru Express Business so that the Business meets the standards of appearance and function applicable to new Sushi Maru Express Businesses at the time of relocation;
- (e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Sushi Maru Express, of any and all claims against Sushi Maru Express and its Related Parties, affiliates, successors and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and Sushi Maru Express or its affiliates, and federal, state, and local laws and rules; and
- (f) You may cease to operate the Sushi Maru Express Business for no more than one (1) day only for the purposes of moving all equipment from the old Approved Location to the new approved location for the Sushi Maru Express Business.

4.6 Term and Renewal

4.6.1 Initial Term

Except as otherwise provided herein the initial term of this Agreement shall commence on the Effective Date and shall expire on the date that is Ten (10) years from the Effective Date (the "Term Expiration Date").

4.6.2 Renewal

You shall have the option to renew this Agreement for a renewal term (the “Renewal Term”), with such Renewal Term being for a period of Ten (10) years, or for the remainder of Your then-current lease term, whichever is shorter, subject to your satisfaction of the following conditions, all of which shall be met before each renewal:

- (a) You and Your Related Parties are in Good Standing under this Agreement, and any other Agreement between Sushi Maru Express and You, and You and Your Related Parties are in compliance with the Manual;
- (b) You shall give Sushi Maru Express written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;
- (c) You and any Related Parties that have signed this Agreement shall have signed a copy of the then-current Franchise Agreement (except with respect to the renewal provisions thereof, which shall not supersede this Section 4.6.2) not less than thirty (30) days before the expiration of the then-current term, or thirty (30) days after You receive a signature-ready copy of the then-current Franchise Agreement from Sushi Maru Express, whichever is later;
- (d) You shall have, before the beginning of the renewal term, at Your own expense, modernized the Sushi Maru Express Business and replaced and modernized the equipment, and the signs used in the Sushi Maru Express Business as Sushi Maru Express may require, in order for the Sushi Maru Express Business to meet the then-current standards of appearance and function at the time of renewal;
- (e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Sushi Maru Express, of any and all claims against Sushi Maru Express and its Related Parties affiliates successors and assigns and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and Sushi Maru Express or its affiliates, and federal, state, and local laws and rules;
- (f) You shall have paid a Renewal Fee of 30% of the then-current Franchise Fee; and
- (g) You must submit a copy of the proposed lease agreement for the Premises You will occupy during the Renewal Term to Sushi Maru Express for review and approval at least forty-five (45) days before the end of the then-current term.

The provisions of the standard Franchise Agreement in use by Sushi Maru Express at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge

and agree that Your right to renew this Agreement shall be contingent upon Your execution of the then-current form of Franchise Agreement and acceptance of the new provisions.

5. SERVICES TO FRANCHISEE

Sushi Maru Express agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with Sushi Maru Express, and You are in compliance with the Manual.

5.1 Business Layout and Interior Decoration

If available at the time you sign your lease or purchase your property, Sushi Maru Express has available prototype or sample plans, Sushi Maru Express will make available prototype or sample plans and specifications for one or more existing Sushi Maru Express Business. You shall, at your own expense, tailor the plans and specifications provided by Sushi Maru Express for Your individual use and then submit the customized plans and specifications to Sushi Maru Express for written approval, which will not be unreasonably withheld.

Sushi Maru Express's approval shall be limited to conformance with Sushi Maru Express's prototype and sample plans, and shall not relate to Your obligations with respect to any federal, state or local laws, or codes and regulations, including the applicable provisions of the Americans with Disabilities Act (the "ADA"), regarding the construction, design and operation of the Sushi Maru Express Business, which subjects shall be Your sole responsibility.

You shall comply with all federal, state and local laws, and codes and regulations, including the applicable provisions of the ADA regarding the construction, design and operation of the Sushi Maru Express Business. You are responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to Your location. After having obtained such approvals and clearances, You shall obtain all permits and certifications required for the lawful construction and operation of the Sushi Maru Express Business.

5.2 Training

5.2.1 Initial Training

Before the opening of Your Sushi Maru Express Business, Sushi Maru Express will conduct an initial training program concerning the operation of the Sushi Maru Express Business under the Sushi Maru Express System for Your Operating Principal and manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual, and up to one (1) additional Business staff. Additional persons may attend initial training for a fee of up to \$250 each, per day. You or Your Operating Principal (if you are a corporate entity) and/or manager, if any, shall attend and successfully complete the initial training program to the satisfaction of Sushi Maru Express before You may open the Sushi Maru Express Business.

5.2.2 Continuing Training

In an effort to maintain brand standards and to protect and enhance the goodwill associated with the System and the Marks, Sushi Maru Express may offer ongoing training or education programs on matters related to the operation or promotion of the Sushi Maru Express Business on an optional or mandatory basis, as it deems appropriate, in its sole discretion. You shall attend and complete all such continuing education programs Sushi Maru Express requires. You shall be responsible for Your own expenses and those of Your employees who attend any such training or education programs. Sushi Maru Express may also require you to pay a fee for continuing training and education programs of its costs, plus an administrative fee. You must complete all education and training programs Sushi Maru Express designates to Sushi Maru Express's satisfaction.

5.3 Periodic Advisory Assistance

Sushi Maru Express will, as it deems advisable, provide periodic advisory assistance to You concerning the operation and promotion of the Sushi Maru Express Business.

5.4 Manual

Sushi Maru Express will lend You a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Sushi Maru Express Business, sample business forms, information on marketing, management, and administration methods developed by Sushi Maru Express for use in the Sushi Maru Express Business, names of approved suppliers, and other information that Sushi Maru Express believes may be necessary or helpful to You in Your operation of the Sushi Maru Express Business. Sushi Maru Express will revise the Manual periodically, at its discretion to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to You from time-to-time. Alternatively, and in lieu of a hard copy of the Manual, Sushi Maru Express may make available to You a Manual in electronic form that is accessible to you. Sushi Maru Express will notify You of any updates to the Manual. You shall be responsible for immediately downloading and complying with the revised Manual.

5.5 Advertising

Sushi Maru Express may, but is not required to, provide you with electronic access to certain advertising materials, including in PDF format. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale Items, and may be regional or national at Sushi Maru Express's sole discretion. Printing of any and all such materials shall be at your sole cost and expense. Sushi Maru Express reserves the right to change the format in which it provides these materials to you in the future.

5.6 Approved Suppliers

Sushi Maru Express has the absolute right to limit the suppliers with whom you may deal. Sushi Maru Express will provide to You a list of the names and addresses of the approved suppliers who then-currently meet Sushi Maru Express's standards and specifications in the Manual. Sushi Maru

Express reserves the right to act as the only approved supplier for some or all of the Approved Products and Services and products You will purchase for Your Sushi Maru Express Business. Sushi Maru Express reserves the right to charge a mark-up on any product or service sold to You. In advising You of suppliers who meet its standards and specifications, Sushi Maru Express expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer or the supplier of equipment or services for the remedy for any defect in the goods or services. Sushi Maru Express reserves the right to change the list of approved suppliers from time-to-time, in its sole and absolute discretion.

Sushi Maru Express may receive payments and/or other compensation from approved suppliers in any form on account of such suppliers dealing with You and/or other franchisees, and Sushi Maru Express may use all amounts so received for any purpose Sushi Maru Express deems appropriate. You acknowledge and agree that Sushi Maru Express shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments, or benefits (collectively, "Allowances") offered by suppliers to You or to Sushi Maru Express or its affiliates based upon Your purchases of Proprietary Services, products and other goods and services. You assign to Sushi Maru Express or its designee all of Your right, title and interest in, and to any and all such Allowances and authorize Sushi Maru Express or its designee to collect and retain any or all such Allowances without restriction.

Sushi Maru Express may, from time-to-time, revoke its approval of particular items, services, products or suppliers if Sushi Maru Express determines, in its sole and absolute discretion. Upon receipt of notice of such revocation, You shall cease to offer, sell or use any disapproved item, products or services and You shall immediately cease to purchase from any disapproved supplier.

6. PAYMENTS BY FRANCHISEE

6.1 Initial Franchise Fee

When You sign this Agreement, You shall pay Sushi Maru Express in cash or another form of payment that will make the funds immediately accessible to Sushi Maru Express, such as cashier's check or wire transfer, as outlined in Exhibit A hereto (the "Initial Franchise Fee"). The Initial Franchise Fee is not refundable.

6.2 Royalties

Weekly, You shall pay Sushi Maru Express a continuing royalty fee in the amount of between 3% and 15% within thirty (30) days of Your receipt of monies from the Store Owner.

6.3 Method and Application of Payments

You shall pay your continuing weekly royalties, advertising fees, and all other fees you are required to pay to Sushi Maru Express, in accordance with the procedures designated by Sushi Maru Express, which procedures Sushi Maru Express has the discretion to change at any time upon

written notice to you. Payment of royalties and fees shall be made by electronic funds transfer or direct deposit.

At no time will You sell, encumber or assign any of Your revenue stream, which includes, but is not limited to, current or future customer charges, to any other party without the prior written consent of Sushi Maru Express.

Sushi Maru Express has the right to apply any payment it receives from You to any past due amount You owe to Sushi Maru Express regardless of how You indicate the payment is to be applied. Sushi Maru Express reserves the right to change the manner in which you pay any and all fees you are required to pay to Sushi Maru Express at any time upon written notice to you.

6.4 When Payments Begin

Your obligation to pay continuing weekly royalties (or minimum royalties) and other fees begins on the date Your Business opens for business, or six (6) weeks from the Effective Date of this Agreement, whichever is sooner.

6.5 Audit

Sushi Maru Express has the right during normal working hours to audit Your books and records, including Your tax returns with respect to the Sushi Maru Express Business. If an audit discloses an underpayment of royalties, advertising, or other fees payable under this Agreement, You shall immediately pay these amounts to Sushi Maru Express, together with accrued interest on the amount underpaid in accordance with Section 6.9 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total royalty, advertising, or other fee payable for any period covered under the audit, You shall reimburse Sushi Maru Express for all expenses actually incurred by Sushi Maru Express in connection with the audit, including reasonable attorneys' fees.

6.6 Training Fees and Costs

Sushi Maru Express will not charge a fee for the initial training program for Your Operating Principal, manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual and up to one (1) additional Business staff. However, if additional persons are trained, Sushi Maru Express may charge a training fee of \$250 per person, per day. Sushi Maru Express may also charge a training fee for continuing education programs at cost plus an administrative fee determined by Sushi Maru Express for all training offered by Sushi Maru Express, You shall pay any costs of travel, lodging, meals and other incidental expenses that You and Your employees incur. You shall also pay for the cost of business class transportation, lodging, meals, and other incidental expenses incurred by Sushi Maru Express in connection with any training conducted at Your site.

6.7 Consulting Fees and Costs

In addition to the periodic advisory assistance described in Section 5.3, optional consulting services may be made available to You by Sushi Maru Express on a per hour fee basis, at a rate determined by Sushi Maru Express, plus reimbursement of direct costs. You shall promptly pay such consulting fees and reimburse Sushi Maru Express for all incidental expenses incurred by Sushi Maru Express in rendering such consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

6.8 Transfer Fee

You shall pay to Sushi Maru Express a transfer fee of thirty percent (30%) of our then-current initial franchise fee or five percent (5%) of the sales price, whichever is greater, as a condition of, and prior to, any Transfer.

6.9 Interest on Late Payments

Any payment not received by Sushi Maru Express when due will bear interest at one and one half (1.5%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate Sushi Maru Express for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of Sushi Maru Express's right to timely payment.

6.10 Supplier and Product Evaluation Fee

If You would like to use alternative supplier for a product or service to be used in or sold at Your Sushi Maru Express Business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), You must submit a Supplier and Product Evaluation Form (as set forth in Section 7.3.3) and may be required to pay a Supplier and Product Evaluation Fee. The current Supplier and Product Evaluation Fee is one thousand dollars (\$1,000) for each alternative supplier request You submit to Us. If a fee is required, it is due and payable upon submission of an alternative supplier request. It is not refundable under any circumstances. We may grant or deny any such request in our sole and absolute discretion.

6.12 Priority of Payments

All fees paid in accordance with this Section 6, inclusive, shall be paid on a preferred priority basis, before the payment of operating and capital expenditures, including, but not limited to, rent, vendors, suppliers, distributors, advertisers, salaries, commissions, and in advance of all distributions and remunerations by You to Your Operating Principal and/or Related Parties.

7. OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name and Marks

7.1.1 Permitted Use

You may use the Trade Name and Marks only in the operation of the Sushi Maru Express Business within the Approved Territory in accordance with the terms and conditions of this Agreement and subject to the limitations specified by Sushi Maru Express in the Manual or otherwise in writing. **You shall not, under any circumstances, use the Trade Name or any of the Marks, including “Sushi Maru Express,” in any manner, in the name of your corporation, limited liability company, partnership or other legal entity.** You may not license any third party to use Sushi Maru Express’s Trade Name and Marks. You may not use the Trade Name or Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, Twitter®, Instagram®, YouTube® or other similar electronic advertising or social media without our prior written consent. You may not use any other trade name or marks at the Approved Location, or in connection with the Sushi Maru Express Business, without the express written consent and direction of Sushi Maru Express. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

7.1.2 Changes in Trade Names and Marks

Sushi Maru Express has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Effective Date. However, You and Sushi Maru Express recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which the System operates or third-party challenges to Sushi Maru Express’s rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. Sushi Maru Express therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each when Sushi Maru Express believes that such changes will benefit the Franchise Network. Sushi Maru Express will do this in a manner that minimizes cost to You. You agree that You shall promptly conform, at Your own expense, to any such changes.

7.1.3 Advertising Materials

You agree to submit to Sushi Maru Express copies of all advertising materials that You propose to use at least two weeks before the first time they are broadcast or published. Sushi Maru Express will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. Sushi Maru Express may not withhold its approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if Sushi Maru Express approves specified materials, it may later withdraw its approval in its sole and absolute discretion, including, without limitation, if it reasonably believes this is necessary to make the advertising conform to changes in the System or to correct

unacceptable features of the advertising, including any misrepresentation in the advertising material.

7.1.4 Legal Protection

You agree to notify Sushi Maru Express immediately in writing if You become aware of any unauthorized use of Sushi Maru Express's Trade Name, Marks, or System. You shall promptly notify Sushi Maru Express in writing of any claim, demand or suit against You or against Your principals. You shall promptly notify Sushi Maru Express in writing of any claim, demand or suit against You or against Your principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that Sushi Maru Express may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, Sushi Maru Express will indemnify and hold You harmless.

7.2 Site Selection and Approval, Lease or Purchase of Location

7.2.1 Site Selection

You shall, on Your own initiative and at Your own expense, locate, obtain and occupy the site for your Sushi Maru Express Business. The site shall be a minimum of 2,500 square feet for a Sushi Maru Express Business, and shall meet minimum demographic/geographic requirements, as described in the Manual, which vary by region. You are responsible for completing and submitting to Sushi Maru Express for review and approval the information and materials regarding your proposed site. Sushi Maru Express will issue its preliminary approval or disapproval of your proposed site within 10 days after Sushi Maru Express has received all of the information and materials. Sushi Maru Express may not withhold its approval unreasonably. Sushi Maru Express will not be deemed to have withheld its approval unreasonably if the proposed site fails to meet Sushi Maru Express's then-current standards and specifications, as Sushi Maru Express determines in its sole and absolute discretion. If, after your submission to Sushi Maru Express' of the necessary documents, Sushi Maru Express issues an approval of your proposed site (the "Approved Location") you shall submit a copy of the proposed lease for the Approved Location before you sign the lease.

You acknowledge and agree that our recommendation or approval of a particular site for the Sushi Maru Express Business, and any information communicated to you regarding our site-selection requirements or criteria, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the location or for any other purpose. By approving a particular site for the Sushi Maru Express Business, Sushi Maru Express does not guarantee that the Sushi Maru Express Business will be successful. You acknowledge that your selection of the site for the Sushi Maru Express Business is based on Your own independent investigation of the suitability of the site.

If you do not locate an Approved Location and enter into a lease or purchase agreement for the Approved Location in accordance with paragraph 7.2.2 below within thirty (30) days of the Effective Date, Sushi Maru Express may terminate this Agreement. You hereby acknowledge that

Sushi Maru Express will not refund the Initial Franchise Fee to You if You are unable to secure a satisfactory site.

7.2.2 Purchase or Lease of the Location

As stated above, You must lease, sublease or purchase the Approved Location within eight-five (85) days of the Effective Date. If you fail to do so, we have the right to immediately terminate this Agreement. We have the right, but not the obligation, to review the business terms of any lease, sublease, lease renewal or purchase contract for the Approved Location before You sign it. You must include all of the provisions set forth in the Lease Rider attached to this Agreement as Exhibit H, along with any other provision we designate, in the lease agreement for the Approved Location. You shall not execute a lease, sublease, lease renewal or purchase agreement, or any modification to any lease, sublease or lease renewal, without first obtaining our written approval. If we disapprove of Your lease, sublease, lease renewal or purchase agreement, the Approved Location shall be deemed disapproved and you shall have no right to open or operate the Sushi Maru Express Business at such location. **You acknowledge that our approval of the lease, sublease, lease renewal or purchase contract, as applicable, does not constitute a warranty or representation of any kind, express or implied, as to its fairness, suitability, or for any other purpose.** You are strongly advised to seek legal counsel to review, negotiate and evaluate the proposed lease for the Approved Location on Your behalf. You shall provide us with a fully-executed copy of the lease, sublease, lease renewal or purchase contract within five (5) business days following the date such agreement is fully executed.

7.3 Quality Control

7.3.1 Business Construction and Opening

- (a) Plans and Specifications. Sushi Maru Express will provide you with its then-current generic, prototypical plans for a typical Sushi Maru Express Business, including a sample layout for the interior of a typical franchised location. You acknowledge that such plans and specifications shall not contain the requirements of any federal, state, or local law, code, or regulation (including, without limitation, those concerning the Americans with Disabilities Act (the “ADA”) or similar rules governing public accommodations or commercial facilities for persons with disabilities), nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build your Sushi Maru Express Business. It shall be Your sole and absolute responsibility to construct the Sushi Maru Express Business in accordance with all applicable laws, including the ADA and local laws, rules and regulations governing public accommodations.
- (b) Adaption of Plans and Specifications. You shall, at Your sole cost and expense, employ architects, designers, engineers or others as may be necessary to complete, adapt, modify or substitute the sample plans and specifications to Sushi Maru Express prior to commencing construction of the Sushi Maru Express Business.

Sushi Maru Express will review such plans and specifications and will approve or provide comments on the plans and specifications to You.

- (c) Sushi Maru Express's Approval. You shall not commence construction of the Sushi Maru Express Business until Sushi Maru Express approves, in writing, the final plans and specifications to be used in constructing the Sushi Maru Express Business. Once the final plans are approved, You shall cause the Sushi Maru Express Business to be completed in full accordance therewith.
- (d) Alterations and Modifications. If Sushi Maru Express determines that the Sushi Maru Express Business is not being built, or was not built, in full accordance with the final plans, Sushi Maru Express shall have the right to require You to cause to be made all alterations or modifications of the Sushi Maru Express Business that Sushi Maru Express deems necessary. Sushi Maru Express may consult with You, to the extent Sushi Maru Express deems necessary, on the construction and equipping of the Sushi Maru Express Business, but it will be and remain Your sole responsibility to diligently design, construct, equip and otherwise ready and open the Sushi Maru Express Business.
- (e) Zoning and Permits. You shall be responsible, at your expense, for obtaining all zoning classifications, permits clearances, certificates of occupancy and Sushi Maru Express Business clearances which may be required by governmental authorities for the Sushi Maru Express Business.
- (f) Insurance Coverage. You shall obtain and maintain in force during the entire period of such construction, such insurance policies required under Your lease agreement, in addition to such policies and coverage amounts as Sushi Maru Express may designate in its sole discretion. Currently, you must have the following insurance at a minimum:
- Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (and \$2,000,000 aggregate for bodily injury) and at least \$50,000 for property damage per occurrence;
 - Personal injury and advertising injury insurance with limits of at least \$1,000,000 per occurrence;
 - Employer Practices Liability insurance with limits of at least \$1,000,000;
 - An Umbrella Liability insurance policy with a limit of at least \$1,000,000;
 - “All risk” insurance on the premises, equipment and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risk usually insured against by the owners or lessors of similar property, for at least 100% of the replacement cost of the property. Unless you obtain a written waiver from us, any Sushi Maru Express Business sustaining loss or

damage must be repaired, restored, or rebuilt within 60 days after the date of the loss or damage;

- Automobile liability insurance on each vehicle used in the business within the minimum coverage limits as required by the law of the state or jurisdiction in which you are engaged in business; and
- Worker's compensation or similar insurance as required by the law of the state or jurisdiction in which you are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of your Sushi Maru Express Business, if required by your state or jurisdiction.

(g) Licensed Contractors. You shall use licensed general contractors, designers and architects in performing any and all construction work at the Sushi Maru Express Business, including in connection with any remodeling or renovations. Sushi Maru Express expressly disclaims any warranty of the quality or merchantability of any goods or services provided by architects, contractors or any other persons or entities to which Sushi Maru Express may refer You. Sushi Maru Express is not responsible for delays in the construction, equipping or decoration of any Sushi Maru Express Business, or for any loss resulting from the Sushi Maru Express Business design or construction. You acknowledge that Sushi Maru Express has no control over the landlord or developer, and numerous construction and/or related problems that could occur and delay the opening of the Sushi Maru Express Business.

(h) Sushi Maru Express's Access to Business and Progress Reports. Sushi Maru Express shall have access to the Sushi Maru Express Business at all times during the Term, including while work is in progress and may require alterations or modifications of the construction of the Sushi Maru Express Business that Sushi Maru Express deems necessary to ensure brand uniformity and system standard compliance.

(i) Final Inspection, Approval. You shall promptly notify Sushi Maru Express of the date of completion of the construction of the Sushi Maru Express Business. Sushi Maru Express shall have the right to conduct a final inspection of the Sushi Maru Express Business. You shall not open the Sushi Maru Express Business for business without the express written authorization of Sushi Maru Express, and Sushi Maru Express's authorization to open may be conditioned upon your strict compliance with the specifications of the approved final plans and with the standards of the System.

(j) Installation of Equipment, Furnishings, Fixtures, and Signs/Décor.

- i. You shall install and use in and about the Sushi Maru Express's Business only such equipment, fixtures, furnishings, interior and exterior signage, and other personal property, which strictly conforms to the appearance, uniform standards, specifications and procedures of Sushi Maru Express

and the System, as may be revised from time-to-time in Sushi Maru Express sole discretion. Such items are sometimes referred to herein collectively as “Equipment and Furnishings.” You shall purchase and install all Equipment and Furnishings only from those suppliers Sushi Maru Express designates or approves in its sole discretion, including affiliates of Sushi Maru Express. Sushi Maru Express shall have the right to retain any rebates or incentives offered by such vendors or suppliers. Sushi Maru Express reserves the right to be one of, or the sole, supplier of any Equipment and Furnishings and may derive revenue, benefits, or other material consideration from such purchases. Sushi Maru Express shall have the right to inspect and approve all Equipment and Furnishings and their installation to ensure your compliance with Sushi Maru Express’s System Standards and Specifications.

- ii. You agree that all decor of the Sushi Maru Express Business must be previously approved by Sushi Maru Express and must comply with Sushi Maru Express standards, as described in the Manual or in other written communications Sushi Maru Express provides to you, which may be periodically revised. Sushi Maru Express shall be deemed to be the owner of all copyrights in and to all forms of art or other visual media displayed in the Business, including pictures, drawings photographs and items that Sushi Maru Express directs you to display (the “Art”), as well as all intellectual property rights in and to the Art. You shall not, without Sushi Maru Express’s prior written consent, allow any of the Art to become a fixture of Your Sushi Maru Express Business and You shall not display or use the Art in any other business. Your failure to maintain your Sushi Maru Express Business’s decor in compliance with Sushi Maru Express’s specifications and standards described in the Manual or otherwise constitutes a material breach of this Agreement.

- (k) Completion and Opening Requirements. You shall complete construction of the Sushi Maru Express Business (including all exterior and interior carpentry, electrical painting, and finishing work, and installation of all furniture, fixtures, equipment, and signs) in accordance with the plans approved in writing by Sushi Maru Express, at your expense and open the Sushi Maru Express Business to the public no later than one hundred and fifty (150) days after the Effective Date (the “Required Opening Date”). Time is of the essence. You may not open the Sushi Maru Express Business to the public until Sushi Maru Express issues a written approval authorizing your opening. Sushi Maru Express will not issue its approval, and you will be prohibited from opening the Business, if (a) the Business has not been constructed and equipped in accordance with Sushi Maru Express’s standards and specifications, (b) you fail to successfully complete initial training, or (c) in view of Sushi Maru Express’s management, Sushi Maru Express determines you and your employees are not prepared to open.

Opening without Sushi Maru Express's written certification that You are prepared to do so is a material breach of this Agreement and constitutes infringement on Sushi Maru Express's intellectual property rights, justifying injunctive relief and termination of this Agreement. **By certifying that Sushi Maru Express's management believes You are prepared to commence business, Sushi Maru Express does not guarantee that the Sushi Maru Express Business will be successful.** Your success will depend on a number of factors, including general economic conditions and Your skill and hard work which are not within Sushi Maru Express's control.

7.3.2 Compliance with Manual

You shall operate Your Sushi Maru Express Business in complete compliance with the standards and specifications, as set forth in the Manual, or otherwise in writing. Sushi Maru Express may make changes to any of these standards and specifications, at any time, in Sushi Maru Express's sole and absolute discretion. Such changes may necessitate the purchase of equipment, supplies furnishings or other goods, completion of additional training by Your employees, remodeling of the Sushi Maru Express Business, or other cost to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall, at all times, keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by Sushi Maru Express and deleting superseded pages, or downloading from Sushi Maru Express's website, the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by Sushi Maru Express will control.

You shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Sushi Maru Express Business, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that Sushi Maru Express designates, in writing, as appropriate for copying and use at the Sushi Maru Express Business, You 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 third party without our prior written consent.

7.3.3 Required Products and Services

You must offer all of the products and services we designate. We have the right to modify these items from time-to-time, at our sole discretion. You may not offer or sell any other product or service without our prior written consent. You must use the proprietary and nonproprietary techniques, materials and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must, at all times, maintain sufficient staff, materials and supplies to meet reasonably anticipated customer demand.

- (a) Approved Suppliers. We have the absolute right to limit the suppliers with whom you may deal. We may require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us or distributors we have

approved. Unless we specify otherwise in writing, you may be required to purchase all goods, items, products, equipment and services required for the development and operation of the Business from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We may provide you with a list of suppliers, which list may change over time. While the suppliers included on this list may be mandated, approved and/or recommended, we reserve the right to change this list, from time-to-time, in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic mail. We may revoke approval of suppliers in our sole and absolute discretion, at any time, upon written notice. We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use, offer and/or sell in the Sushi Maru Express Business.

- (b) Right to Derive Income. We may derive income, consideration payments and other benefits on account of your purchase or lease of any products, services, supplies, equipment and/or other items from us or any supplier, including approved suppliers and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.

- (c) Alternative Suppliers. If you want to purchase any item, product service, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications, and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business as we may designate. Where appropriate, we may require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. You may be required to pay us a Supplier and Product Evaluation Fee of not more than one thousand dollars (\$1,000) for each alternative supplier request You submit to Us. We cannot predict with any certainty how long any evaluation will take, however, we will attempt to complete our evaluation within thirty (30) days. Upon the completion of our evaluation, we will inform you of our approval

or disapproval of your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria, for supplier or distributor approval have been developed by us, our affiliates, and/or principals through the expenditure of extensive work and time, and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to you or suppliers.

- (d) Modifications. We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and, for some categories of products, we may designate a third-party or ourselves as an exclusive supplier.

NEITHER SUSHI MARU EXPRESS, ITS PARENTS OR AFFILIATES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ANY ITEM OR SERVICE, AND SUSHI MARU EXPRESS AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

- (e) Further Restrictions. You shall not offer or sell any product, item or service we have not designated or expressly approved in writing without our prior written consent, which may be granted or withheld in our sole and absolute discretion. We reserve the right to sell products and services to you for a profit.
- (f) Purchasing Programs, Promotional Programs. We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, and establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Franchised Business is located, you must participate in the program.
- (g) Pricing. You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit you from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to you from time-to-time. We may change the types of authorized goods and services, and the prices for authorized goods and services sold by You in our sole discretion. There are no limitations on our right to make changes.

7.3.4 Inspections.

In an effort to advance the protection and enhancement of the Sushi Maru Express brand and the Marks, Sushi Maru Express and/or its designated agents or representatives may conduct periodic quality control and records inspections of the Sushi Maru Express Business at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, you grant Sushi Maru Express and its agents the right to: (a) enter upon the Sushi Maru Express Business premises for the purpose of conducting inspections, and you shall cooperate with Sushi Maru Express's representatives in such inspections by rendering such assistance as they may reasonably request; (b) photograph your Sushi Maru Express Business and observe and record video of your Business's operation for consecutive or intermittent periods as Sushi Maru Express deems necessary; (c) interview your personnel and customers; (d) inspect and copy any books records and documents related to your Sushi Maru Express Business's operation; and (e) report using Sushi Maru Express designated platform for quality assurance. You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If any inspection reveals that you are not in compliance with any provision of this Agreement, the Manual, or any of Sushi Maru Express's standards and/or specifications, you shall be deemed in breach of your obligations under this Agreement and Sushi Maru Express shall have the right to terminate this Agreement as provided under Section 10.2 of this Agreement, if you fail to cure the breach before the expiration of all applicable notice and cure periods. You further agree that You will reimburse Sushi Maru Express for its representative's time and travel expenses if an additional inspection at the Sushi Maru Express Business is required when a violation has occurred and You have not corrected the violation.

7.3.5 Customer Satisfaction

You must present customers with such evaluation cards or forms as the Franchisor may periodically prescribe, for return by the customers to Sushi Maru Express. If Your scores from the customer response forms do not meet Sushi Maru Express's then-current standards, as may be described in the Manual, Sushi Maru Express may suggest ways in which You can improve Your scores. If You do not take immediate, effective steps to bring Your operation into conformity with Sushi Maru Express's standards, Your failure to do so will constitute a material breach of this Agreement, and You shall be subject to termination pursuant to Section 10.2.

You shall respond to all customer complaints suggestions and the like via e-mail, telephone, or regular mail within 48 hours of submission by the customer or prospective customer.

You shall install a video and/or security system, in a manner we deem acceptable, in our sole discretion, and shall provide Sushi Maru Express with access to view the video at any time.

7.3.6 Maintenance Requirements

All equipment repairs shall be completed within seventy-two (72) hours. Any damaged or "worn" equipment shall be repaired (reupholstered, etc.) every six months, or as needed. Interior walls of common areas shall be painted or "touched up" every six months, or as needed. You shall maintain the Sushi Maru Express Business in accordance with the requirements set forth in the Manual.

From time-to-time, Sushi Maru Express may require You to remodel all or part of the Sushi Maru Express Business and purchase new equipment furniture, fixtures, signs and other such items as Sushi Maru Express designates in its sole discretion. You must promptly, at Your own cost and expense, remodel refurbish, and improve the Sushi Maru Express Business as instructed by Sushi Maru Express.

7.3.7 Notification of Complaints

You shall notify Sushi Maru Express promptly if You are served with a complaint or demand in any legal proceeding that is in any way related to the Sushi Maru Express Business or if You become aware that You are the subject of any complaint to or investigation by a governmental agency, governmental licensing authority, or consumer protection agency. You shall notify Sushi Maru Express immediately upon receipt of any notice of a breach of the lease agreement for the premises of the Sushi Maru Express Business. You must notify Sushi Maru Express of any claim arising from or affecting the financial condition of your Sushi Maru Express Business.

7.3.8 Computer System Requirements

You shall purchase and maintain a computer and point-of-sale system, as designated by Sushi Maru Express (the “POS System”), to be used in the operation of the Sushi Maru Express Business and for reporting purposes. You shall comply with the following provisions relating to the POS System:

- (a) You shall update and upgrade the POS System as designed by Sushi Maru Express. Sushi Maru Express may require you to enter into a separate maintenance and/or support agreement for your POS System, at any time, at your sole cost and expense;
- (b) You shall record all sales at or from the Sushi Maru Express Business at the time of sale, in accordance with Sushi Maru Express’s procedures, on the POS System;
- (c) You shall comply with such requirements determined by Sushi Maru Express, from time-to-time, regarding maintenance, training, storage and safeguarding of data, records, reports, and other matters relative to the POS System; and
- (d) Sushi Maru Express has the right to independently access any and all information on your POS System, at any time, without first notifying you. Without limiting the generality of the foregoing, you shall, at your sole cost and expense, permit Sushi Maru Express’s immediate access to your POS System, electronically or otherwise, at all times, without prior notice to you. Sushi Maru Express shall have the right to use the information accessed on the POS System in any manner Sushi Maru Express determines, including the right to use any and all such information in Sushi Maru Express’s Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees.

SUSHI MARU EXPRESS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY MATERIALS. SUSHI MARU EXPRESS DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE COMPUTER SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. SUSHI MARU EXPRESS DOES NOT WARRANT THAT THE COMPUTER SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE COMPUTER SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT WILL SUSHI MARU EXPRESS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPUTER SYSTEM OR ITS USE.

7.3.9 Data Security

You shall use your best efforts to protect your customers against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a “Data Security Breach”). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the Sushi Maru Express brand and franchise system, Sushi Maru Express hereby reserves the right to (but does not undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the Business, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither Sushi Maru Express nor any of its parents, affiliates, subsidiaries, owners, officers, directors, or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if Sushi Maru Express engages or designates a third party service provider to administer a data security program, you will be required to comply with the requirements of such service provider. It is your responsibility to ensure that you operate the Business at all times in compliance with all aforementioned laws, rules, regulations and requirements and you are strongly encouraged to engage legal, and data security professionals, including insurance providers to ensure your full compliance and adequate protection.

7.4 Management and Personnel

You are not required to devote a minimum number of hours to the management and operation of Your Sushi Maru Express Business. However, another employee who has successfully completed Sushi Maru Express's initial training program shall be present at the Business whenever the Sushi Maru Express Business is open for business. You shall maintain, at all times, a staff of competent conscientious and trained employees sufficient to operate the Sushi Maru Express Business in compliance with Sushi Maru Express standards. Sushi Maru Express does not direct or control labor or employment matters for You or Your employees, or for any of Sushi Maru Express franchisees and/or their employees. Sushi Maru Express may make suggestions and may provide guidance relating to such matters; however it is entirely Your responsibility to determine whether to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures including as set forth in any manual, do not include the terms or conditions of employment for any of your employees, nor do they include mandated or required personnel policies or procedures.

7.5 Advertising

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

7.5.1 Grand Opening

You shall spend at least \$5,000 on a grand opening advertising program conducted in accordance with the guidelines for such a program in the Manual, in addition to Your regular monthly Local Advertising pursuant to Section 7.5.2 of this Agreement. Such grand opening must occur within two (2) weeks of the opening of Your Sushi Maru Express Business.

7.5.2 Local Advertising

You shall spend at least one percent (1%) of Gross Revenue per month on local marketing, advertising and promotion in such manner as Sushi Maru Express may, in its sole discretion, direct in the Manual or otherwise in writing from time-to-time. Upon Sushi Maru Express's request, You shall provide satisfactory evidence of its local advertising and promotion expenditures in such manner as Sushi Maru Express shall direct in the manual or otherwise in writing from time-to-time.

7.5.3 Brand Fund Contribution

You shall pay to Sushi Maru Express a fee (not to exceed 1% of Gross Revenue) to contribute to the expense of regional advertising, marketing and promotion undertaken by Sushi Maru Express

for the benefit of the System in accordance with the manual or as otherwise stated in writing from time-to-time.

7.5.4 Websites

Unless otherwise approved in writing by Sushi Maru Express, You shall not establish a separate Website. However, Sushi Maru Express shall have the right to require that You have one or more references or webpage(s), as designated and approved in advance by Sushi Maru Express, within Sushi Maru Express's principal Website, which is currently www.sushimaruexpress.com ("Our Website"). The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, Linked In, and on-line blogs and forums ("Networking Media Sites"). Sushi Maru Express shall have the right to require that You not have any Website other than the webpage(s), if any, made available on Our Website.

7.5.4.1 Sushi Maru Express Website

Sushi Maru Express may approve a separate Website for You (which Sushi Maru Express is not obligated to approve; and which approval, if granted, may later be revoked by Sushi Maru Express) subject to the conditions set forth in this Section 7.5.4.1:

- (a) You specifically acknowledge and agree that any Website owned or maintained by or for the benefit of You shall be subject to Sushi Maru Express prior review and approval;
- (b) Any expenditures by You in connection with any Website shall not count towards fulfilling Your advertising obligations under this Section 7 of the Agreement;
- (c) Before establishing any Website, You shall submit to Sushi Maru Express, for Sushi Maru Express's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner Sushi Maru Express may reasonably require;
- (d) Sushi Maru Express may designate a single vendor or supplier for the purposes of assisting You in creating Your Website;
- (e) If approved, You shall not subsequently modify such Website without Sushi Maru Express's prior written approval as to such proposed modification;
- (f) You shall comply with the standards and specifications for Websites that Sushi Maru Express may periodically prescribe in the Manual or otherwise in writing;

- (g) If required by Sushi Maru Express, You shall establish such hyperlinks to Sushi Maru Express's Website and other Websites as Sushi Maru Express may request in writing; and
- (h) You shall not make any posting or other contribution to a Networking Media Site relating to Sushi Maru Express, the System, the Proprietary Marks, or the Franchised Business that: (i) is derogatory, disparaging, or critical of Sushi Maru Express; (ii) is offensive, inflammatory, or indecent; (iii) harms the goodwill and public image of the System and/or the Proprietary Marks; or (iv) violates Sushi Maru Express's policies relating to the use of Networking Media Sites.

7.5.4.2 Technology Fee

In addition to the conditions set forth in Section 7.5.4.1, You may be required to pay Sushi Maru Express a fee (the "Technology Fee") annually for use and participation in, and access to, Our Website. Currently, we do not charge a Technology Fee. If charged, the Technology Fee shall be paid in quarterly installments, payable by the tenth (10th) day following the close of each quarter, commencing with the end of the first quarter following entry into this Agreement.

7.5.4.3 Changes to Technology

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, You agree that Sushi Maru Express shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and You agree that You shall abide by those reasonable new standards established by Sushi Maru Express as if this Agreement were periodically revised by Sushi Maru Express for that purpose.

7.5.5 Advertising Cooperative

Sushi Maru Express shall have the right, in its sole discretion, to designate any geographic area for purposes of establishing a regional advertising and promotional cooperative (the "Cooperative"), and to determine whether a Cooperative is applicable to Your Approved Territory. If a Cooperative has been established in Your area prior to opening the Business, You shall become a member of the Cooperative no later than thirty (30) days after opening the Business. If a Cooperative is established subsequent to Your opening of the Business, You shall become a member of the Cooperative no later than thirty (30) days after the date on which the cooperative commences operation. If the Business is within the Territory of more than one Cooperative, You shall not be required to be a member of more than one Cooperative within that Territory. We reserve the right to require you to contribute a portion of Your Gross Revenues to the Cooperative.

7.5.6 Signs

You shall permanently display, at Your own expense, in Your Sushi Maru Express Business and on your vehicle to be used in the operation of the franchised business, Sushi Maru Express signs of any nature, form, color, number, location and size, and containing any legends, that Sushi Maru

Express has designated in the Manual or otherwise in writing. Sushi Maru Express has the right to require you to change, modify, update upgrade and/or change any and all signs used in connection with the operation of your Sushi Maru Express Business at any time upon written notice to you.

7.5.7 Marketing Materials

All marketing and promotion by You shall be in such media and of such type and format as Sushi Maru Express may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as Sushi Maru Express may specify. You shall not use any advertising or promotional plans or materials unless and until You have received written approval from Sushi Maru Express You shall provide satisfactory evidence of Your local advertising and promotion expenditures in such a manner as Sushi Maru Express shall direct in the Manual or otherwise in writing from time-to-time. Sushi Maru Express may make available to You, from time-to-time, at Your expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials.

7.5.8 Promotions

You acknowledge that periodic rebates, give-a-ways, and other promotions and programs are an integral part of the System. Accordingly, You, at your sole cost and expense, shall, from time-to-time, issue and offer such rebates, give-a-ways, and promotions, in accordance with any reasonable advertising programs established by Sushi Maru Express, and shall further honor such rebates, give-a-ways, and promotions, issued by Sushi Maru Express, as long as all of the above does not contravene regulations and laws of appropriate government agencies.

7.5.9 Telephone Directories

You shall, at your sole expense, obtain listings in the white and yellow pages of local telephone directories. You shall comply with Sushi Maru Express's specifications concerning the form and size of such listings, and the number of directories in which such listings will be placed. Additionally, You are required to obtain listings and/or advertise with Sushi Maru Express and other franchisees of the System on electronic yellow pages directories and other online directories as Sushi Maru Express may designate in the Manual or otherwise in writing. Sushi Maru Express reserves the right to place, and subsequently remove or modify, such online listings and advertisements on Your behalf, For any listings or advertisement posted or on behalf of You, You shall promptly pay, upon demand by Sushi Maru Express, Your *pro rata* share of the costs of such listings or advertisements.

7.5.10 Franchise Advisory Council

Sushi Maru Express shall have the right, in its discretion, to require the establishment of a franchise advisory council (the "Advisory Council") in Your Approved Territory. In the event such Advisory Council is established, You shall participate actively in the Advisory Council as Sushi Maru Express designates and participate in all Advisory Council meetings approved by Sushi Maru Express Sushi Maru Express reserves the right to prepare and amend the governing documents for

the Advisory Council from time-to-time, in its sole discretion, at any time. Sushi Maru Express, in its sole discretion, will determine the topic areas to be considered by the Advisory Council. The purpose of the Advisory Council shall include, but is not limited to, exchanging ideas and problem-solving methods, advising Sushi Maru Express on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time-to-time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by Sushi Maru Express, Sushi Maru Express shall have the right to form, change, or dissolve an Advisory Council at any time in its sole discretion.

7.6 Financial Information

7.6.1 Records

You shall record all sales and all receipts of revenue on individual serial-numbered receipts. Bank Deposits must validate all receipts. You shall retain daily sales reporting forms and accompanying records for at least three (3) years after the date of sale (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to Sushi Maru Express upon request.

7.6.2 Reports

You shall submit to Sushi Maru Express, on or before the fifteenth (15th) day following the end of each month, financial reports on the income and expenses of the Sushi Maru Express Business in the format specified in the Manual. You shall also submit to Sushi Maru Express, at the time of filing, copies of all federal state and local income, sales, and property tax returns. Sushi Maru Express will use this data to confirm that You are complying with Your obligations under this Agreement, and to formulate earnings and expense information for possible disclosure to prospective franchisees. In addition to the foregoing, on or before the fifteenth (15th) day following the end of each month, you shall submit proof of payment for any leasehold rental obligations, sales tax, and payroll taxes.

7.7 Insurance

7.7.1 Minimum Insurance Requirements

You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Your expense, an insurance policy or policies protecting You, Sushi Maru Express, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Business, including, but not limited to, comprehensive general liability insurance, property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of the Sushi Maru Express Business and its contents), casualty insurance, business interruption insurance, statutory workers' compensation

insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of Business, if applicable. Such policy or policies shall be written by a responsible carrier or carriers acceptable to Sushi Maru Express, shall name Sushi Maru Express and its subsidiaries and affiliates as additional insureds, shall provide for Sushi Maru Express to receive notice upon cancellation or any event of default, including non-payment, and shall provide at least the types and minimum amounts of coverage specified in the Manual. Sushi Maru Express shall have the right, from time-to-time, to make such changes in minimum policy limits and endorsements in the Manual or otherwise in writing as it may determine in its reasonable discretion.

7.7.2 Non-Waiver

Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by Sushi Maru Express, nor shall Your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 8.5 of this Agreement.

7.7.3 Franchisor Entitled to Recover

All public liability and property damage policies shall contain a provision that Sushi Maru Express, although not named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Sushi Maru Express or its agents or employees by reason of the negligence of You or your agents or employees.

7.7.4 Certificates of Insurance

Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, You shall deliver to Sushi Maru Express Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Sushi Maru Express in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

7.7.5 Right to Procure Insurance

Should You, 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 Sushi Maru Express in the Manual or otherwise in writing, Sushi Maru Express shall have the right and authority (but not the obligation) to procure and maintain such insurance in Your name and to charge same to You, which charges, together with Our reasonable expenses in so acting, shall be payable by You immediately upon notice. The foregoing remedies shall be in addition to any other remedies Sushi Maru Express may have under this Agreement, or at law or in equity.

7.8 Financial and Legal Responsibility

7.8.1 Compliance with Law

You shall comply with all federal, state and local laws and regulations pertaining directly or indirectly to the Sushi Maru Express Business. You shall keep current and legally compliant all licenses, permits, bonds, contracts, and deposits made to or required by any government agency in connection with the operation of the Sushi Maru Express Business. You are responsible for compliance with all requirements imposed by applicable law rule, or regulation.

7.8.2 Payment of Indebtedness

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business. Except in connection with the financing of the initial development of the Business, including your obtainment of any SBA financing, the Sushi Maru Express Business and all assets and equipment used in connection with the operation of the Sushi Maru Express Business shall remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, security interest or purchase right or options unless approved by Sushi Maru Express in writing. The Business revenues, including Gross Revenues and if You are a partnership, corporation, or limited liability company, each of your Owners' interest in the franchisee entity, shall be and remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options, unless approved by Sushi Maru Express in writing.

7.9 Franchised Business Operations

You shall use the Business solely for the operation of the business franchised hereunder; shall keep the Business open and in normal operation for such minimum hours and days as Sushi Maru Express may specify in the Manual or otherwise directs from time-to-time; shall refrain from using or permitting the use of the Business for any other purpose or activity at any time without first obtaining the written consent of Sushi Maru Express; and shall operate the Business in strict conformity with such methods, standards, and specifications as Sushi Maru Express may, from time-to-time, prescribe in the Manual or otherwise in writing. You shall refrain from deviating from such standards, specifications, and procedures without Sushi Maru Express's prior written consent.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You expressly understand and acknowledge that:

- (a) Sushi Maru Express (or its affiliate(s)) is the owner of all rights, title and interest in and to the Marks and the goodwill associated with and symbolized by them;
- (b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;

- (c) Neither You nor any principal of You shall directly or indirectly contest the validity of Sushi Maru Express's ownership of the Marks, nor shall You directly or indirectly, seek to register the Marks with any government agency;
- (d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the licensure granted by this Agreement;
- (e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to Sushi Maru Express's benefit, and upon expiration or termination of this Agreement, and the license herein granted, no monetary amount shall be assigned or attributable to any goodwill associated with Your use of the System or the Marks; and
- (f) The right and license of the Marks granted hereunder to You is non-exclusive, and Sushi Maru Express thus has and retains the rights, among others:
 - i. to use the Marks itself in connection with selling services, products and other;
 - ii. to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;
 - iii. to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You; and
 - iv. to, from time-to-time, modify or delete existing Marks upon notice to You. You have absolutely no right to use any specific deleted mark owned or controlled by Sushi Maru Express or its Affiliate.

8.2 Independent Status

It is expressly agreed that the parties intend by this Agreement to establish between you and Sushi Maru Express the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in Sushi Maru Express's name or on Sushi Maru Express's behalf any obligation express or implied or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor Sushi Maru Express is the employer, employee, agent, partner, fiduciary or co-venturer, of or with the other, each being independent. All employees and agents hired or engaged by or working for you will be only the employees or agents of yours and will not, for any purpose be deemed employees or agents of Sushi Maru Express nor subject to Sushi Maru Express's control. Sushi Maru Express has no authority to exercise control over the hiring or termination of your employees, independent contractors, agents or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks. You shall file your own tax, regulatory and payroll reports with respect to your employees, agents and contractors, and you shall save, indemnify and hold Sushi Maru Express and its parents, affiliates, owners, officers,

directors and subsidiaries harmless from any and all liability, costs and expenses, of any nature, that any such party incurs related to these obligations. You shall, in all respects, be an independent contractor and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint-venturer, joint-employer, partner, employee or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and Sushi Maru Express are completely separate entities and are not fiduciaries, partners joint-venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws rules and regulations, and for complying with Sushi Maru Express’s policies, practices, and decisions relating to the operation of the Sushi Maru Express Business. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint-venturer or representative of Sushi Maru Express, nor may You expressly or implicitly state or suggest that You have the right or power to bind Sushi Maru Express, or to incur any liability on Sushi Maru Express’s behalf. You may not use the Trade Name or Marks as part of Your corporate name limited liability company name or limited partnership name. There is no fiduciary duty between You and Sushi Maru Express.

8.3 Display of Disclaimer

You shall conspicuously display a sign that states that “THIS SUSHI MARU EXPRESS BUSINESS IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS” within each Business, business cards, client/customer agreements, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity.

8.4 Confidentiality

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of Sushi Maru Express. Any and all information, knowledge and techniques which Sushi Maru Express designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by Sushi Maru Express or which, at or after the time of disclosure by Sushi Maru Express to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third-party, except to Your employees and agents, as necessary in the regular conduct of the Sushi Maru Express Business, and except as authorized in writing by Sushi Maru Express. You shall be responsible for requiring compliance of Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure, Nonsolicitation and Noncompetition

Agreements, in the form of Exhibit E to this Agreement, from Your Related Parties and employees, and send Sushi Maru Express a copy of each such agreement upon demand.

8.5 Mutual Indemnification

You and your Related Parties agree to indemnify, defend and hold harmless us our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims obligations, and damages directly or indirectly arising out of or related to your act or omission, the act or omission of any of your Related Parties, employees, agents or representatives, the Sushi Maru Express Business’s operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, claims include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants , arbitrators, attorneys’ fees, and expert witness fees costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if Sushi Maru Express is made a party to a legal proceeding in connection with Your act or omission, Sushi Maru Express may hire counsel to protect its interests and bill You for all costs and expenses incurred by Sushi Maru Express. You shall promptly reimburse Sushi Maru Express for such costs and expenses.

You shall notify Sushi Maru Express immediately when you learn about an infringement or challenge to your use of any Mark, including the Sushi Maru Express mark. Sushi Maru Express will take the action Sushi Maru Express deems appropriate in any such situation. Sushi Maru Express has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of Sushi Maru Express’s counsel, may be advisable to protect and maintain Sushi Maru Express’s interests in any proceeding or to otherwise protect and maintain Sushi Maru Express’s interests in the Mark. While Sushi Maru Express is not required to defend you against a claim arising from your use of any of the Marks, Sushi Maru Express will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark provided that (a) your use is and has been in accordance with the terms of this Agreement and such other terms as may be specified by Sushi

Maru Express; and (b) you notify us of the proceeding or alleged infringement in a timely manner and you have complied with Sushi Maru Express's directions regarding the proceeding. Sushi Maru Express has the right to control the defense and settlement of any proceeding. Sushi Maru Express will not reimburse you for your expenses and legal fees for separate, independent legal counsel, or for expenses in removing signage or discontinuing your use of any Mark. Sushi Maru Express will not reimburse you for disputes where Sushi Maru Express and/or any of its parents, affiliates, successors or assigns challenges your use of a Mark.

8.6 Covenants

8.6.1 In-Term Covenants

- (a) During the Term, You shall not, directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest (direct or indirect) in a Competitive Business (as defined below).
- (b) You shall not divert or attempt to divert any business, client, or potential client of the Sushi Maru Express Business or any other System Business to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act, injurious or prejudicial, to the goodwill associated with the Marks or the System.

The term "Competitive Business" shall mean any and all businesses that are competitive with Sushi Maru Express Businesses, including, without limitation any business that operates a fast-casual restaurant serving gourmet sushi and Japanese inspired cuisine, or any similar food service business.

8.6.2 Post-Term Covenants

You may not, for a continuous, uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination), and continuing for two (2) years thereafter, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons (including your spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this Agreement), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide any assistance to, or have any interest in, any Competitive Business that is located: (i) at the Sushi Maru Express Business; (ii) within twenty-five (25) miles of the Sushi Maru Express Business; or (iii) within twenty-five (25) miles of any other System Business located then in existence or under construction.

8.6.3 Miscellaneous

You agree that the length of time in Section 8.6.2 will be tolled for any period during which you are in breach of the covenant or any other period during which Sushi Maru Express seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent

of any other covenant or provision of this Agreement. If any court of competent jurisdiction determined that the geographic limits, time period or line of business defined by this Section 8 (inclusive of all subsections) is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

9. TRANSFER OF FRANCHISE

9.1 Franchisor's Right to Transfer

Sushi Maru Express shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Sushi Maru Express shall become solely responsible for all obligations of Sushi Maru Express under this Agreement from the date of assignment. You shall execute such documents, as Sushi Maru Express may request, that are reasonably necessary to permit Sushi Maru Express to transfer or assign this Agreement and all or any part of its rights or obligations herein..

9.2 Franchisee's Conditional Right to Transfer

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to You, and that Sushi Maru Express has granted this franchise in reliance of Your (or, if You are a corporation, partnership, or limited liability company, your principals) business skill, financial capacity and personal character. Accordingly, neither You nor any immediate or remote successor to any part of Your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity, which directly or indirectly owns any interest in You, shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of the Franchise without prior written consent of Sushi Maru Express Any purported assignment or transfer not having the written consent of Sushi Maru Express, required by Section 9.3, shall be null and void and shall constitute a material breach of this Agreement, for which Sushi Maru Express may immediately terminate without opportunity to cure pursuant to Section 10.2.1 of this Agreement. The foregoing remedies shall be in addition to any other remedies Sushi Maru Express may have under this Agreement or at law or in equity.

9.3 Conditions of Transfer

Franchisee shall notify Sushi Maru Express in writing of any proposed transfer of this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of Sushi Maru Express's Business, at least sixty (60) days before such transfer is proposed to take place. Sushi Maru Express shall not unreasonably withhold its consent to any transfer. Sushi Maru Express may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) That all of Your accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;

- (b) That You are not in default of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between You and Sushi Maru Express or its affiliates;
- (c) That the transferor shall have executed a general release, in a form prescribed by Sushi Maru Express, of any and all claims against Sushi Maru Express and its affiliates, and their respective officers, directors, agents, shareholders, and employees;
- (d) That the transferor (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Sushi Maru Express may request) demonstrate to Sushi Maru Express satisfaction that it meets Sushi Maru Express's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Sushi Maru Express Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Sushi Maru Express Business, taking into consideration the purchase price paid by the transferee for the Sushi Maru Express Business; and has not operated a business in competition with Sushi Maru Express;
- (e) That (1) at Sushi Maru Express's option, (a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Sushi Maru Express may request) enter into a written assignment, in a form satisfactory to Sushi Maru Express, assuming and agreeing to discharge all of Your obligations under this Agreement, or (b) the transferee(s) execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the Sushi Maru Express then-current form of Franchise Agreement and other ancillary agreements as Franchisor may require for the Sushi Maru Express Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, higher royalty fees, advertising contributions, or other fees, and a smaller or modified Territory, except that the transferee shall not be required to pay any initial franchise fee; and (2) the transferee's principal guaranty the performance of all such obligations in writing in a form satisfactory to Sushi Maru Express;
- (f) That You remain liable for all of the obligations to Sushi Maru Express in connection with the Sushi Maru Express Business which arose prior to the effective date of the transfer and execute any and all instruments reasonable requested by Sushi Maru Express to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Sushi Maru Express) and the transferee's manager (if transferee or transferee's principal will not manage the Sushi Maru Express Business), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as

Sushi Maru Express may reasonably require and pay Sushi Maru Express the then-current training fee;

- (h) Sushi Maru Express approves the terms and conditions of the transfer agreement between transferor and transferee; and
- (i) You pay to Sushi Maru Express a transfer fee of thirty percent (30%) of our then-current initial franchise fee or five percent (5%) of the sales price, whichever is greater; however, in the case of a transfer to a corporation or limited liability company formed by You for the convenience of ownership (as determined by Sushi Maru Express in its sole discretion), no such transfer fee shall be required.

9.4 Franchisor's Right of First Refusal

If any party holding any direct or indirect interest in this Agreement, in You, or in all or substantially all of the assets of the Business desires to accept any bona fide offer from a third party to purchase such interest, You shall notify Sushi Maru Express as provided in Section 9 hereof, and shall provide such information and documentation relating to the offer as Sushi Maru Express may require. Sushi Maru Express shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Sushi Maru Express intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Sushi Maru Express elects to purchase the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Sushi Maru Express. If Sushi Maru Express elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Sushi Maru Express as in the case of the third party's initial offer. Failure of Sushi Maru Express to exercise the option afforded by this Section 9 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 9, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Sushi Maru Express may not reasonably be required to furnish the same consideration, terms and/or conditions, then Sushi Maru Express may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Sushi Maru Express at Sushi Maru Express's expense, and the appraiser's determination shall be binding.

9.5 Death or Mental Incapacity

Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in You, or in all or substantially all of the assets of the Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Sushi Maru Express within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 9, the executor,

administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Sushi Maru Express within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 10 hereof.

9.6 Non-Waiver

Sushi Maru Express's consent to a transfer of any interest in this Agreement, in You, or in all or substantially all of the assets of the Business, shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Sushi Maru Express right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

10. TERMINATION OF FRANCHISE

10.1 Termination by Consent of the Parties

This Agreement may be terminated upon the mutual consent of the parties.

10.2 Termination by Sushi Maru Express

10.2.1 Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, Sushi Maru Express may, at its option, terminate this Agreement effective immediately upon written notice to You:

- (a) If You misuse the Trade Name, Marks or the System, or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if You use in the Sushi Maru Express Business any names, marks, systems, logotypes or symbols that Sushi Maru Express has not authorized You to use.
- (b) If You have any direct or indirect interest in the ownership or operation of any business other than the Sushi Maru Express Business that is confusingly similar to the Sushi Maru Express Business or uses the System or Marks, or if You fail to give Sushi Maru Express a signed copy of the Nondisclosure, Nonsolicitation and Noncompetition Agreement, a form of which is attached hereto as Exhibit E for You (or if You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members) within ten (10) days after Sushi Maru Express requests it.
- (c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement.
- (d) If You have made any material misrepresentations in connection with the acquisition of a Sushi Maru Express Business or to induce Sushi Maru Express to enter into this Agreement.

- (e) If You act without Sushi Maru Express's prior written approval or consent in regard to any matter for which Sushi Maru Express's prior written approval or consent is expressly required by this Agreement.
- (f) If You cease to operate the Sushi Maru Express Business, unless (i) operations are suspended for a period of no more than one hundred and eighty (180) days, and (ii) the suspension is caused by fire, condemnation, or other act of God.
- (g) If You fail to permanently correct a breach of this Agreement, or to meet the operational standards stated in the Manual, after being twice requested in writing by Sushi Maru Express to correct a similar breach or meet a similar standard in any twelve (12) months period.
- (h) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Sushi Maru Express Business.
- (i) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization, or similar proceeding.
- (j) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that Sushi Maru Express believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or Sushi Maru Express's interest therein.
- (k) If You maintain false books or records, or submit any false reports to Sushi Maru Express.
- (l) If You offer a product or service without Sushi Maru Express's consent, or fail to offer any product or service designated by Sushi Maru Express.

10.2.2 Termination after Five Days' Notice to Cure

Sushi Maru Express may, at its option, terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and Sushi Maru Express.

10.2.3 Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, Sushi Maru Express may, at its option, terminate this Agreement after thirty (30) days' notice to cure:

- (a) If You fail to submit to Sushi Maru Express in a timely manner any information You are required to submit under this Agreement.

- (b) If You fail to begin operation of the Sushi Maru Express Business within the time limits as provided in this Agreement, or if You fail to operate your Sushi Maru Express Business in accordance with this Agreement and/or the Manual.
- (c) If You default in the performance of any other obligation under this Agreement, or any other agreement with Sushi Maru Express.

Under this Section 10.2.3, Sushi Maru Express may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to Sushi Maru Express's satisfaction, and by promptly providing proof thereof to Sushi Maru Express within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

10.3 Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

- (a) Sushi Maru Express will have no further obligations under this Agreement.
- (b) You shall give the final accounting for the Sushi Maru Express Business, pay Sushi Maru Express within thirty (30) days after termination all payments due to Sushi Maru Express, and return the Manual and any other property belonging to Sushi Maru Express.
- (c) You shall immediately and permanently cease to operate the Sushi Maru Express Business. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating a Sushi Maru Express Business, You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the Sushi Maru Express Franchise Network.
- (d) You shall promptly sign any documents and take any steps that, in the judgment of Sushi Maru Express, are necessary to delete Your listings from classified telephone directories, disconnect, or, at Sushi Maru Express's option, assign the Sushi Maru Express all telephone numbers that have been used in the Sushi Maru Express Business, and terminate all other references that indicate You are or ever were affiliated with Sushi Maru Express or a Sushi Maru Express Business. By signing this Agreement, You irrevocably appoint Sushi Maru Express as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself

within seven (7) days after termination of this Agreement. You further irrevocably assign Your telephone numbers listed on Exhibit A, or hereinafter acquired for the operation of Your Sushi Maru Express Business, to Sushi Maru Express.

- (e) You shall maintain all records required by Sushi Maru Express under this Agreement for a period of not less than five (5) years after final payment of any amounts You owe to Sushi Maru Express when this Agreement is terminated (or such longer period as required by applicable law).
- (f) Sushi Maru Express, or its designee, has an option to purchase the business from You, including but not limited to any or all of the physical assets of the Sushi Maru Express Business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination. If Sushi Maru Express notifies You that it (or its designee) wishes to purchase the assets of the business from You following Termination of this Agreement, You must immediately surrender possession of the Sushi Maru Express Business to Sushi Maru Express or Its designee upon demand. Sushi Maru Express or its designee will operate the Sushi Maru Express Business at its expense pending determination of the purchase price as set forth below. The equipment, supplies, and inventory will be valued as follows:
 - i. The lower of depreciated value or fair market value of the equipment supplies and inventory; and
 - ii. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances.

Sushi Maru Express must send written notice to You within thirty (30) days after termination of this Agreement of its (or its designee's) election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the Sushi Maru Express Business in accordance with the standards specified above. This determination will be final and binding upon both Sushi Maru Express, or Sushi Maru Express's designee, as applicable, and You.

Sushi Maru Express or its designee may exclude from the assets appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the Sushi Maru Express Business, or that Sushi Maru Express has not approved as meeting Sushi Maru Express then-current standards, the purchase price determined by the appraisal will reflect such exclusions (the "Purchase Price").

The Purchase Price shall be paid at a closing date not later than ninety (90) days after determination. Sushi Maru Express has the right to offset against the Purchase Price any and all amounts that You or Your Related Parties owe Sushi Maru Express and/or its Related Parties. At closing, You agree to deliver instruments transferring (i) good and marketable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by You (ii) all licenses and permits related to the business which can be assigned, (iii) the leasehold interest in the Approved Location, (iv) a release agreement signed by You and Your Related Parties in a form and substance acceptable to Sushi Maru Express, and (v) such other documentation as we may reasonably request.

- (g) Sushi Maru Express (or its designee) has an option to replace You as lessee under any equipment lease or note for equipment that is used in connection with the Sushi Maru Express Business. Upon request by Sushi Maru Express, You shall give Sushi Maru Express or its designee copies of the leases for all equipment used in the Sushi Maru Express Business immediately upon termination. Upon request by Sushi Maru Express, You shall allow Sushi Maru Express and/or its designee the opportunity, at a mutually satisfactory time, to inspect the leased equipment. Sushi Maru Express must request the information and access described in this paragraph within fifteen (15) days after termination. It must advise You of its (or its designee's) intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. Sushi Maru Express or its designee may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by Sushi Maru Express or its designees, You shall be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (h) If Sushi Maru Express declines to exercise the option, purchase, or assume the lease on Your equipment, You may sell it to either another Sushi Maru Express franchisee or, with Sushi Maru Express's prior written approval, You may de-brand the equipment and sell it to a non-franchisee.
- (i) You may not sell, or in any way divulge, the client list of Your Sushi Maru Express Business.
- (j) If the premises are leased from a third-party, and if Sushi Maru Express elects, you shall immediately assign your interest in the lease to Sushi Maru Express or its designee and immediately surrender possession of the premises to Sushi Maru Express. You are and shall remain liable for all of your obligations accruing up to the effective date of any lease agreement.
- (k) Franchisee and its Related Parties shall abide by the post-termination restrictive covenants in Section 8.6 of this Agreement.

10.4 No Limitation of Remedies

No right or remedy conferred upon or reserved to Sushi Maru Express (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed 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. Nothing herein shall be construed to deprive Sushi Maru Express of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties which, by their terms, or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

11. MISCELLANEOUS PROVISIONS

11.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

11.2 Governing Law, Venue and Jurisdiction

11.2.1 This Agreement shall take effect upon its acceptance and execution by Sushi Maru Express. Except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1, et seq.), and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C § 1050, et seq.), this Agreement, the franchise, and all claims arising from or in any way related to the relationship between Sushi Maru Express, and/or any of its Related Parties, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchise, will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.2.2 In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to Sushi Maru Express’s rights, as outlined in Section 11.9, the following provision shall govern: The parties hereby expressly agree that the United States District Court for the District of New Jersey, or if such court lacks subject matter jurisdiction, the Bergen County Superior Court, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of New Jersey and that you are to receive valuable and continuing services emanating from Sushi

Maru Express's headquarters in New Jersey. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

11.3 Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement, or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing of any Delivery Address changes. Notices may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by certified mail), courier, federal express, or first class mail. Notice by facsimile and electronic mail will be considered delivered upon submission, by courier, upon delivery, and by certified mail three days after posting. Any notice by a means which affords the sender evidence of delivery or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

11.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 No Waivers

No delay, waiver, omission or forbearance on the part of Sushi Maru Express to exercise any right, option, duty, or power arising out of any breach of default by You 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 You or as to subsequent breach or default by You. Subsequent acceptance by Sushi Maru Express or any payments due to it hereunder shall not be deemed to be a waiver by Sushi Maru Express of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

11.6 Integration

This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings representations and agreements. No representations have induced You to execute this Agreement with Sushi Maru Express Except for those permitted to be made unilaterally by Sushi Maru Express hereunder, 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.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that Sushi Maru Express made in the most recent disclosure document (including its exhibits and amendments) (the "FDD") that Sushi Maru Express delivered to You or your Your representative, subject to any agreed-upon changes to the contract terms and

conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations (with the exception of those representations made in the FDD) made by Sushi Maru Express, its members, managers, officers, directors, employees, agents, representatives or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD you received contained a copy of this Franchise Agreement and that you reviewed the FDD and Franchise Agreement at least fourteen (14) days (or such other time as applicable law requires) before you signed this Agreement. You further understand acknowledge and agree that any information you obtain from any Sushi Maru Express franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from Sushi Maru Express, nor does Sushi Maru Express make any representation as to the accuracy of any such information.

11.7 Negotiation and Mediation

11.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by Sushi Maru Express under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

11.7.2 Initiation of Procedures

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party’s behalf (the “Authorized Persons”).

11.7.3 Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate but agree to meet in-person at a location designated by Sushi Maru Express within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places, and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

11.7.4 Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

11.7.5 Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

11.7.6 Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator, if required.

11.7.7 Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator, and to the other party, a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

11.7.8 Representatives

In the mediation, each party must be represented by an Authorized Person, who must physically attend mediation, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

11.7.9 Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful, after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

11.7.10 Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

11.7.11 Fees of Mediator, Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute, or any related or similar matter in which either of the parties is involved.

11.7.12 Confidentiality

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator, is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

11.8 Arbitration

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between you and/or any of your Related Parties, on the one hand, and Sushi Maru Express and/or any of Sushi Maru Express's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of in connection with or related to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between you and Sushi Maru Express or its Related Parties; (e) the parties' relationship; (f) any System standard; (g) any claim based in tort or any theory of negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement, shall be determined in Bergen County, New Jersey, by the American Arbitration Association ("AAA"). This arbitration clause will not deprive Sushi Maru Express of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

11.8.1 The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one (1) arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. 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.

11.8.2 In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

11.8.3 Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third-parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of claims is unenforceable then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts in accordance with Section 11.8. The arbitration must take place in Bergen County, New Jersey, or at such other location as Sushi Maru Express designates.

11.8.4 The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or Sushi Maru Express. The arbitrator may not, under any circumstance, (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement, or any reasonable standard of business performance that Sushi Maru Express sets. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of Sushi Maru Express is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to, any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

11.8.5 The arbitrator can issue summary orders disposing of all or part of a claim, and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

11.8.6 The arbitrator will have subpoena powers limited only by the laws of the State of New Jersey.

11.8.7 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. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the State of New Jersey.

11.8.8 All other procedural matters will be determined by applying the statutory common laws and rules of procedure that control a court of competent jurisdiction in the State of New Jersey.

11.8.9 Other than as may be required by law, the entire arbitration proceedings (including but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

11.8.10 The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

11.8.11 Sushi Maru Express reserves the right, but has no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Sushi Maru Express's right to seek recovery of those costs against you.

11.8.12 The Arbitrator shall render a reasoned award unless otherwise requested by the parties. If Sushi Maru Express requests a more detailed award, i.e. "findings of fact and conclusions of law," the parties shall evenly split the excess cost above the cost required for a reasoned award. However, if You request an award more detailed than a reasoned award, i.e. "findings of facts and conclusions of law," You shall bear the entire additional cost required for such award, which cost is above the cost for a reasoned award.

11.8.13 Should Sushi Maru Express prevail in any arbitration, the Arbitrator shall require You to pay all expenses of Arbitration, as well as Sushi Maru Express's attorneys' fees and costs.

11.9 Exceptions to Arbitration and Mediation

11.9.1 Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, Sushi Maru Express shall be entitled, with a bond of not more than \$1,000, to the entry

of temporary, preliminary and permanent injunctions, and orders of specific performance, enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) Your, and/or any of Your Related Party's use of the Marks; (b) Your confidentiality and non-competition covenants (Section 8); (c) Your obligations upon termination or expiration of the franchise; or (d) Transfer or assignment by You. If Sushi Maru Express secures any such injunction (i.e. temporary restraining order, preliminary injunction, or permanent injunction) or order of specific performance, you agree to pay to Sushi Maru Express an amount equal to the aggregate of Sushi Maru Express's costs of obtaining such relief including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred by Sushi Maru Express as a result of the breach of any such provision.

11.9.2 Further, at the election of Sushi Maru Express or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to: (a) any claim by Sushi Maru Express relating to your failure to pay any fee due to Sushi Maru Express under this Agreement; and/or (b) any claim by Sushi Maru Express or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act; and/or (c) any claim by Sushi Maru Express relating to a breach of your confidentiality and/or non-competition obligations under this Agreement.

11.10 Injunctive Remedy for Breach

You recognize that You are a member of a Franchise Network and that Your acts and omissions may have a positive or negative effect on the success of other businesses operating under Sushi Maru Express's Trade Name and in association with its 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 Sushi Maru Express and to some or all of the other franchisees of Sushi Maru Express. For this reason, You agree that if Sushi Maru Express can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Your breach or threatened breach of any of the terms of this Agreement, Sushi Maru Express will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage and without the necessity of posting bond or other security, any bond or other security being waived hereby. Franchisor has the exclusive right to seek relief pursuant to this section in a court of competent jurisdiction as defined in section 11.2.2 of this Agreement or any other court of competent jurisdiction. Notwithstanding, if any Court of competent jurisdiction, as described herein, determines that a bond or other security is required, You agree that you will not seek bond or security in excess of \$1,000 and, in fact, will oppose any effort by a Court to impose a bond or security in excess of \$1,000.

11.11 Limitations of Actions

You may not maintain an arbitration against the Franchisor or its Related Parties unless: (a) You deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to You, or when you should have known of said event had you been reasonably diligent; (b) thereafter, You must follow the negotiation and mediation procedures described above; and (c) You file an arbitration within one (1) year after the notice is

delivered. While this Section 11.11 may limit the applicable statute of limitations, it is not intended to extend any applicable statute of limitation in any way. The limitations set forth in this Section 11.11 shall not apply to Sushi Maru Express, its affiliates or its Related Parties.

11.12 Attorneys' Fees and Costs

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, or for violation of this Agreement, Sushi Maru Express will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants, attorneys, attorneys' assistants, and expert witness fees incurred by Sushi Maru Express. Further, if Sushi Maru Express is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse Sushi Maru Express for any of the above-listed costs and expenses incurred by Sushi Maru Express, regardless of whether Sushi Maru Express files or compels mediation, arbitration or litigation.

11.13 Severability

Except as expressly provided to the contrary herein, each portion, section, part term, and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term, and/or provision 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 portions sections parts terms, and/or provisions 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 portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

11.14 Individual Dispute Resolution – No Class Action or Multi-Party Actions

Any legal action 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 or class-wide basis.

11.15 Waiver of Rights

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

11.15.1 Jury Trial. The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR

TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

11.15.2 Damages Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify Sushi Maru Express pursuant to any provision of this Agreement, and/or (b) any claims Sushi Maru Express brings against you and/or your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant and any other cause of action under the Lanham Act and Sushi Maru Express shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

11.15.3 The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, *except that SUSHI MARU EXPRESS* may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.15.4. You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations," 18 U.S.C. § 1961, *et seq.* ("RICO").

11.15.5 You hereby expressly agree that the existence of any claims You may have against Sushi Maru Express or its Related Parties, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Sushi Maru Express of the covenants contained in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' fees, incurred by Sushi Maru Express in connection with the enforcement of any covenant contained in this Agreement.

11.16 Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by Sushi Maru Express, and agree to the restrictions placed on them including restrictions on the transferability of their interests in the franchise and the Sushi Maru Express Business and limitations on their rights to compete, and sign separately a Guaranty, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement,

Your spouse or the spouses of Your Related Parties, may be asked to sign the Guaranty. Our form of Guaranty appears as Exhibit C to this Agreement.

11.17 Acceptance by Sushi Maru Express

This Agreement will not be binding on Sushi Maru Express unless and until an authorized management officer of Sushi Maru Express has signed it.

11.18 Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED MANAGEMENT OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT SUSHI MARU EXPRESS IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

11.19 Receipt

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us refundable or otherwise.

11.20 Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain a review of this Agreement, and our Franchise Disclosure Document, by Your lawyer, accountant or other business advisor before execution hereof.

11.21 Execution of Agreements

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner member, manager or officer, that all of the partners of the partnership all of the members or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including

any restrictions which this Agreement places upon rights to transfer their interest in the partnership limited liability company or corporation.

11.22 Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

11.23 No Guarantee of Earnings

You understand that neither Sushi Maru Express nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

11.24 No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be Sushi Maru Express's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason

11.25 Non-Uniform Agreements

Sushi Maru Express makes no representations or warranties that all other agreements with Sushi Maru Express System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that Sushi Maru Express may waive or modify comparable provisions of other Franchise Agreements granted to other System franchisees in a non-uniform manner.

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:

SME Franchise LLC
doing business as Sushi Maru Express

By: _____
Name: Kevin Kim
Title: President
Date: _____

Delivery Addresses for Notices:

SME Franchise LLC
65 Challenger Road, Suite 202
Ridgefield Park, New Jersey 07660

Evan M. Goldman, Esquire
Greenspoon Marder LLP
1037 Raymond Blvd, Suite 900
Newark, New Jersey 07102

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

EXHIBIT A TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. The Effective Date set forth in the introductory Paragraph of the Franchise Agreement is: _____, 20__.

2. The Franchise Owner set forth in the introductory Paragraph of the Franchise Agreement is: _____.

3. The Initial Franchise Fee, as set forth in Section 6.1 of the Franchise Agreement, is \$ _____.

4. The address for notice and payments to Franchise Owner under Section 11.3 of the Franchise Agreement is:

5. Your site is located at:

6. Your Protected Territory is the following geographic area.

If map is attached, check here: _____

EXHIBIT B TO SUSHI MARU EXPRESS’S FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchise: _____

Trade Name (if different than above): _____

Form of Ownership
(Check One)

Individual Partnership Corporation Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

| Name | Title |
|------|-------|
| | |
| | |
| | |

Members, Stockholders, Partners:

| Name | Title | Title |
|------|-------|-------|
| | | |
| | | |

Principal Manager. The following individual is hereby designated the “Principal” of the Franchise business. SME Franchise LLC, and all of its vendors, suppliers, and associates may rely entirely on instructions from said Principal on behalf of the aforesaid franchise, to the exclusion

of, and overriding, instructions from anyone else purporting to represent the franchise. The only accepted method to change the identification of the Principal is to produce a signed statement to that effect, signed by 100% of the owners of the Franchise.

Name of Principal: _____

Franchisee acknowledges that this Statement of Ownership applies to the Sushi Maru Express Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must reported to Franchisor in writing.

FRANCHISEE:

Business Entity Name (if any):

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as "you" or "your" for purposes of this Guaranty only) of _____ (the "Business Entity") under the Franchise Agreement dated _____ (the "Agreement") with SME Franchise LLC a New Jersey limited liability company ("we," "us," or "our").

1. **Incorporation of Terms.** Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty.** In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment.** If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers.** Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements.** Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will

continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by New Jersey law and we may enforce our rights regarding it in the courts of Bergen County, New Jersey. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature. Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is not married.

| Signature of Each Guarantor | Percentage of Ownership in Franchisee |
|------------------------------------|--|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

EXHIBIT D TO SUSHI MARU EXPRESS’S FRANCHISE AGREEMENT

**SAMPLE GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS**

This Waiver and Release of Claims (“Release”) is made as of _____, 20__ by _____, a(n) _____ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of SME Franchise LLC, a New Jersey limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate a Sushi Maru Express Business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor Franchise Agreement) and Franchisor has consented to such transfer (agreed to enter into a successor Franchise Agreement); and

WHEREAS, as a condition to Franchisor’s consent to the transfer (Franchisee’s ability to enter into a successor Franchise Agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent to the transfer (Franchisor entering into a successor Franchise Agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents,

subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, renewals and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business or their reputation.

4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of New Jersey.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties.

This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

Dated: _____, 20__

FRANCHISEE:

By: _____

Title: _____

FRANCHISEE'S OWNERS:

Date: _____

Signature

Print Name

EXHIBIT E TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of SME Franchise LLC, a New Jersey limited liability company, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions.

"*Competitive Business*" shall mean any and all businesses that are competitive with Sushi Maru Express's Businesses, including, without limitation, any (a) business that operates a Business, a fast-casual restaurant serving gourmet sushi and Japanese inspired cuisine, (c) business offering Approved Products and Services of a similar nature to those of the Business, or (d) business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses described in subparts (a)-(c) of this Section. Furthermore, the Restricted Parties shall not divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Sushi Maru Express Business, whether now in existence or created in the future.

"*Franchisee*" means the Sushi Maru Express franchisee for whom you are an officer, director, employee or independent contractor.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Sushi Maru Express Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a Sushi Maru Express Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Sushi Maru Express Business, including "Sushi Maru Express", and any other trademarks, service marks or trade names that we designate for use by a Sushi Maru Express Business. The term "Marks" also includes any distinctive trade dress used to identify a Sushi Maru Express Business, whether now in existence or hereafter created.

"*Prohibited Activities*" means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant,

shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“*Restricted Period*” means the two (2) year period after you cease to be a manager of Franchisee’s Sushi Maru Express Business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “*Restricted Period*” means the one (1) year period after you cease to be a manager or officer of Franchisee’s Sushi Maru Express Business.

“*Restricted Territory*” means the geographic area within: (i) a 25 mile radius from Franchisee’s Sushi Maru Express Business (and including the address of primary operation); and (ii) a 25 mile radius from all other Sushi Maru Express Business that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “*Restricted Territory*” means the geographic area within a 15 mile radius from Franchisee’s Sushi Maru Express Business (and including the premises of the Business).

“*System*” means our system for the establishment, development, operation and management of a Sushi Maru Express Business, including Know-how, proprietary programs and products, confidential operations manuals and operating system.

2. **Background.** You are an officer, director, or manager of Franchisee. As a result of this relationship, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than Sushi Maru Express Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager of Franchisee’s Sushi Maru Express Business. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Unfair Competition During Relationship.** You agree not to unfairly compete with us at any time while you are a manager of Franchisee’s Sushi Maru Express Business by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship.** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply regarding a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member

7. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

8. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Sushi Maru Express franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. **Miscellaneous.**

a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

b. This Agreement will be governed by, construed and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date: _____

Signature

Print Name

EXHIBIT F TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of SME Franchise LLC, a New Jersey limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*Sushi Maru Express Business*” means a business that operates a Business under the Sushi Maru Express Marks (as defined herein).

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Sushi Maru Express Business, whether now in existence or created in the future.

“*Franchisee*” means the Sushi Maru Express franchisee for whom you are an officer, director, employee or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Sushi Maru Express Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a Sushi Maru Express Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Sushi Maru Express Business, including “Sushi Maru Express”, and any other trademarks, service marks or trade names that we designate for use by a Sushi Maru Express Business. The term “Marks” also includes any distinctive trade dress used to identify a Sushi Maru Express Business, whether now in existence or hereafter created.

“System” means our system for the establishment, development, operation and management of a Sushi Maru Express Business, including Know-How, proprietary programs and products, confidential operations manuals and operating system.

2. **Background.** You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than Sushi Maru Express’s Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

5. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Sushi Maru Express franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be

available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

- a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.
- b. This Agreement will be governed by, construed and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.
- c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date: _____

Signature

Print Name

EXHIBIT G TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“Agreement”) is entered into this ___ day of _____, 20___, between SME Franchise LLC (“Franchisor”), _____ (“Former Franchisee”), and _____ (“New Franchisee”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain Franchise Agreement dated _____, 20___ (“Franchise Agreement”), in which Franchisor granted Franchisor the right to operate a Sushi Maru Express franchise with a primary operating address of _____ (“Franchised Business”); and

WHEREAS, Former Franchisee desires to assign (“Requested Assignment”) the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“Franchisor’s Assignment Fee”).

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee’s rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise Agreement.

Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement, which is attached to this Agreement as Attachment A.

4. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any other required contracts for the operation of a Sushi Maru Express franchise as stated in Franchisor's Franchise Disclosure Document.

5. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

6. Acknowledgment by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

7. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

8. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered.

9. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Affiliate. When used in this Agreement, the term "Affiliate" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: _____, 20__

FRANCHISOR:

SME Franchise LLC

By: _____
Title: _____

FORMER FRANCHISEE:

By: _____
Title: _____

NEW FRANCHISEE:

By: _____
Title: _____

Attachment A

(INSERT Termination and Release Agreement)

Attachment B

(INSERT New Franchise Agreement to be Signed)

EXHIBIT H TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

LEASE ADDENDUM

This Addendum to Lease, dated _____, 20____, is entered into by and between _____ (“Lessor”), and _____ (“Lessee”).

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 20____, and pertaining to the premises located at _____ (“Lease”).

B. Lessor acknowledges that Lessee intends to operate a Sushi Maru Express franchise from the leased premises (“Premises”), pursuant to a Franchise Agreement (“Franchise Agreement”) with SME Franchise LLC (“Franchisor”) under the name “Sushi Maru Express” or other name designated by Franchisor (hereinafter referred to as “Franchised Business” or “Franchise Business”).

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. **Assignment.** Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, or affiliate (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor’s consent in accordance with the Collateral Assignment of Lease attached hereto as Attachment 1. However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord’s consent in accordance with Section 3(a).

2. **Default and Notice.**

a. In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee’s interest as provided in Paragraph

4(a). Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated, to cure the default or violation.

b. All notices to Franchisor shall be sent via registered or certified mail, postage prepaid, to the following addresses:

SME Franchise LLC
65 Challenger Road, Suite 202
Ridgefield Park, New Jersey 07660

Evan M. Goldman, Esquire
Greenspoon Marder LLP
1037 Raymond Blvd, Suite 900
Newark, New Jersey 07102

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

c. Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same, during the Term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

3. Termination or Expiration.

a. Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign the Lease to a new franchisee without Landlord's consent and to be fully released from any and all liability to Landlord upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease.

b. Upon the expiration or termination of either the Lease or the Franchise Agreement, Landlord will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Sushi Maru Express or Sushi Maru Express trademarks and system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

4. **Consideration; No Liability.**

a. Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its Franchised Business and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Attachment 1.

b. Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

5. **Amendments.** No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

6. **Reaffirmation of Lease.** Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

7. **Beneficiary.** Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and first year written above.

LESSOR:

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1 TO LEASE ADDENDUM
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___ day of _____, 20___ (“Effective Date”), the undersigned, _____, (“Assignor”) hereby assigns, transfers and sets over unto SME Franchise LLC (“Assignee”) all of Assignor’s right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as Exhibit A (“Lease”) regarding the premises located at _____.

This Collateral Assignment of Lease (“Assignment”) is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain Franchise Agreement for a Sushi Maru Express franchise between Assignee and Assignor (“Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first written above.

[SIGNATURE PAGES TO FOLLOW]

ASSIGNOR:

By: _____

Title: _____

ASSIGNEE:

SME Franchise LLC

By: _____

Title: _____

EXHIBIT I TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

ACH PAYMENT AGREEMENT

ACCOUNT NAME: _____
CUSTOMER NUMBER: _____
FRANCHISE NAME: _____

AUTHORIZATION AGREEMENT FOR ACH Payments:

(I/we) do hereby authorize SME Franchise LLC, hereinafter named the "Franchisor", to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of \$75.00 per item by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within 15 days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. We further agree to pay all reasonable costs of collection including but not limited to reasonable attorney's fees and court costs incurred by Franchisor. I am a duly authorized check signer on the financial institution account identified below, and authorize all of the above as evidenced by my signature below.

CHECK (ACH) INFORMATION ROUTING NUMBER:
ACCOUNT NUMBER:
DEPOSITORY NAME:
BRANCH: _____
CITY: _____ STATE: _____ ZIP: _____

COMPANY NAME: _____
FIRST NAME/LAST NAME: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE NUMBER: _____
CUSTOMER NUMBER: _____
SIGNATURE ON FILE: _____
PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: _____

FRANCHISEE: _____
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT J TO SUSHI MARU EXPRESS'S FRANCHISE AGREEMENT

SBA ADDENDUM



ADDENDUM TO FRANCHISE¹ AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into on _____, 20____, by and between _____ (“Franchisor”), located at _____, and _____ (“Franchisee”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

Effective Date: January 1, 2018

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**EXHIBIT B TO SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

FINANCIAL STATEMENTS

**SME FRANCHISE, LLC
BALANCE SHEET
AS OF AUGUST 31, 2023**

Assets

Current Assets

| | |
|---------------------------|-----------|
| Cash and Cash Equivalents | \$ 49,998 |
|---------------------------|-----------|

| | |
|----------------------|---------------|
| Total Current Assets | <u>49,998</u> |
|----------------------|---------------|

| | |
|--------------|-------------------------|
| Total Assets | <u><u>\$ 49,998</u></u> |
|--------------|-------------------------|

Liabilities and Members' Equity

Current Liabilities

| | |
|------------------|------|
| Accounts Payable | \$ - |
|------------------|------|

| | |
|---------------------------|----------|
| Total Current Liabilities | <u>-</u> |
|---------------------------|----------|

Members' Equity

| | |
|-----------------|---------------|
| Members' Equity | <u>49,998</u> |
|-----------------|---------------|

| | |
|-----------------------|---------------|
| Total Members' Equity | <u>49,998</u> |
|-----------------------|---------------|

| | |
|---------------------------------------|-------------------------|
| Total Liabilities and Members' Equity | <u><u>\$ 49,998</u></u> |
|---------------------------------------|-------------------------|

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

**SME FRANCHISE, LLC
STATEMENT OF INCOME
FOR THE PERIOD ENDED AUGUST 31, 2023**

| | |
|-------------------------|--------|
| Revenue | |
| Initial Franchise Fees | \$ - |
| Franchise Royalty Fees | - |
| Brand Fund Fees | - |
| | - |
| Total Revenue | - |
| Operating Expense: | |
| Bank fees | 2 |
| Consulting Fees | - |
| Legal Fees | - |
| | - |
| Total Operating Expense | 2 |
| Income From Operation | (2) |
| Net Income | \$ (2) |

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

SME FRANCHISE, LLC
STATEMENT OF CHANGES IN MEMBERS'S EQUITY
FOR THE PERIOD ENDED AUGUST 31, 2023

| | |
|--------------------------------------|------------------|
| Members' Equity @ September 21, 2022 | \$ - |
| Member Contribution | 50,000 |
| Net Income | <u>(2)</u> |
| Members's Equity @ August 31, 2023 | <u>\$ 49,998</u> |

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

SME Franchise, LLC
Financial Statements
For the period ended December 31, 2022
with
Independent Auditor's Report Thereon

SME FRANCHISE, LLC
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Statement of Cash Flows for the period ended December 31, 2022.....6

Notes to Financial Statements for the period ended December 31, 20227-10

GARY B. SELLARI, CPA/PFS, MSM
SCOTT A. STEIN, CPA**
SUZI J. RAFF, CPA* MAC
B. CHARLES SELLARI, CPA*, MTAX
TOM KEYS, CPA*, CGMA

J. RONALD ANDERSON, CPA**
VICTORIA BOLSCHAR, CPA****, LTD
DUSTAN J. BROWN, CPA****
MARY L. CONTESSA, CPA*, CVA, PA
STEVE A. GOINDOO, CPA**/PFS, MTAX, CFP®
SHARON HOWARD, CPA, CMA, MST*****
CANDACE ANTEZANA KLOTZBER, CPA*
CHRISTINE M. MOZEMBA, CPA*
JAMIE M. RUSSO, CPA*
JANET SCALZITTI, CPA****
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA**

BARBARA AHEARN-DUNN, EA
KELLY BEACH, EA
JACQUELINE CARTIER, EA
ANTHONY J. SELLARI, EA



Divine
Blalock
Martin
Sellari
LLC
Est. in 1932

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
info@dbmscpa.com

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1936-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1988)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI
*****REGULATED BY THE STATE OF FL
AND THE STATE OF NJ
*****REGULATED BY THE STATE OF NJ
*****REGULATED BY THE STATE OF NY
*****REGULATED BY THE STATE OF FL
AND THE STATE OF NC

INDEPENDENT AUDITOR'S REPORT

To the Members of
SME Franchise, LLC
Ridgefield Pk,NJ 07660

Opinion

We have audited the accompanying financial statements of SME Franchise, LLC (a New Jersey limited liability company), as of December 31, 2022, and the related statements of income, members' equity, and cash flows for the period from inception (September 21, 2022) to December 31, 2022, 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 SME Franchise, LLC as of December 31, 2022, and the results of its operations and its cash flows for the period from inception (September 21, 2022) to December 31, 2022 in accordance 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 SME Franchise, 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.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 the financial statements that is free from 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 SME Franchise, LLC'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 SME Franchise, LLC'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 SME Franchise, LLC'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.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
February 7, 2023

**SME FRANCHISE, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2022**

Assets

Current Assets

| | |
|---------------------------|-------------------------|
| Cash and Cash Equivalents | <u>\$ 50,000</u> |
| Total Current Assets | <u>50,000</u> |
| Total Assets | <u><u>\$ 50,000</u></u> |

Liabilities and Members' Equity

Current Liabilities

| | |
|---------------------------|-------------|
| Accounts Payable | <u>\$ -</u> |
| Total Current Liabilities | - |

Members' Equity:

| | |
|---------------------------------------|-------------------------|
| Members' Equity | <u>50,000</u> |
| Total Members' Equity | <u>50,000</u> |
| Total Liabilities and Members' Equity | <u><u>\$ 50,000</u></u> |

SME FRANCHISE, LLC
STATEMENT OF INCOME
FOR THE PERIOD ENDED DECEMBER 31, 2022

| | |
|--------------------------|--------------------|
| Revenue | |
| Initial Franchise Fees | \$ - |
| Franchise Royalty Fees | - |
| Brand Fund Fees | - |
| | <hr/> |
| Total Revenue | - |
| Operating Expenses: | |
| Bank Fees | - |
| Consulting Fees | - |
| Legal Fees | - |
| | <hr/> |
| Total Operating Expenses | - |
| | <hr/> |
| Income From Operations | - |
| | <hr/> |
| Net Income | <u><u>\$ -</u></u> |

SME FRANCHISE, LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE PERIOD ENDED DECEMBER 31, 2022

| | |
|--------------------------------------|-------------------------|
| Members' Equity @ September 21, 2022 | \$ - |
| Member Contributions | 50,000 |
| Net Income | <hr/> |
| Members' Equity @ December 31, 2022 | <u><u>\$ 50,000</u></u> |

SME FRANCHISE, LLC
STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDED DECEMBER 31, 2022

| | |
|---|------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Net Income (Loss) | \$ - |
| Adjustments to reconcile Net Income (Loss) to net Cash used by operating activities: | |
| Accounts Payable | - |
| Total Adjustments | - |
| Net Cash Provided / (Used) by Operating Activities | - |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Purchase of Property and Equipment | - |
| Net Cash Provided / (Used) By Investing Activities | - |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Member Contributions | 50,000 |
| Net Cash Provided / (Used) by Financing Activities | 50,000 |
| NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS | 50,000 |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD | - |
| CASH AND CASH EQUIVALENTS AT END OF PERIOD | \$ 50,000 |

SME FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDED DECEMBER 31, 2022

NOTE 1 – BUSINESS ACTIVITY

SME Franchise, LLC was formed in the state of New Jersey on September 21, 2022; the Company is in the business of offering franchises for the operation of full-service, hassle-free sushi kiosks. Unless otherwise indicated, the terms “we,” “us,” “our,” and “Company” refer to SME Franchise, LLC. The Company is in its initial start-up phase and is currently in the process of acquiring franchisees to operate in various states.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. At December 31, 2022, the Company did not own any fixed assets.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in the financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2022.

The Company’s tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2022.

Advertising

Advertising costs are expensed as incurred.

SME FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDED DECEMBER 31, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (continued)

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient*. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties and system advertising on a monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- Designate a territory.
- Copy of the Confidential Operations Manual.
- Site selection assistance.
- Access to prototype design plans, specifications, décor and layout for a Pod.
- Assistance in implementing an opening marketing initiative.
- Instruction and assistance prior to the opening.
- Provide initial training program.

Use of Estimates in the Preparation of Financial Statements

The preparation of 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 disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

SME FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDED DECEMBER 31, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (continued)

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

Recently Issued and Adopted Accounting Pronouncements

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2022.

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2022, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. Effective January 1, 2022, the Company adopted the new lease standard. At December 31, 2022 the Company had no lease agreements in place. The Company does not believe that any other recently issued but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying consolidated financial statements.

NOTE 3 – INITIAL FRANCHISE FEE REVENUE

Deferred revenue represents initial franchise sales for which substantially all the services to be provided by the Company have not yet been performed. These revenues are fully recognized when Franchisees open their doors for business. The amounts deferred as of December 31, 2022 was \$0.

SME FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDED DECEMBER 31, 2022

NOTE 4 – MEMBER’S EQUITY

During the period ended December 31, 2022, the Company’s member contributed \$49,998.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 7, 2023, the date which the financial statements was available to be issued and nothing has occurred that would require disclosure.

**EXHIBIT C TO SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF CURRENT AND FORMER FRANCHISEES

List of Franchised Business

None

List of Corporate or Affiliate-Owned Business

Connecticut

Sushi Maru Express, Inc.
1385 Post Rd.
East Westport, CT 06880

Sushi Maru Express, Inc.
1050 East Putnam Ave.
Greenwich, CT 06878

Sushi Maru Express, Inc.
99 Federal Rd.
Danbury, CT 06811

Sushi Maru Express, Inc.
3475 Berlin Turnpike
Newington, CT 06111

Sushi Maru Express, Inc.
100 Westport Ave.
Norwalk, CT 06851

Sushi Maru Express, Inc.
26 Arcadia Rd.
Old Greenwich, CT 06870

Illinois

Sushi Maru Express, Inc.
1108 Prairie St.
Aurora, IL 60506

Sushi Maru Express, Inc.
2029 South Neil St.
Champaign, IL 61820

Sushi Maru Express, Inc.
3501 Fields S Dr.
Champaign, IL 61822

Sushi Maru Express, Inc.
3001 S Veterans Pkwy
Springfield, IL 62704

Sushi Maru Express, Inc.
4200 Conestoga Dr.
Springfield, IL 62711

Sushi Maru Express, Inc.
808 IL-59
Aurora, IL 60504

Sushi Maru Express, Inc.
855 S Randall Rd.
Saint Charles, IL 60174

Sushi Maru Express, Inc.
2013 McFarland Rd.
Rockford, IL 61107

Sushi Maru Express, Inc.
400 S Randall Rd.
Algonquin, IL 60102

Sushi Maru Express, Inc.
1301 Meijer Dr.
Rolling Meadows, IL 60008

Sushi Maru Express, Inc.
1770 West Lane Rd.
Machesney Park, IL 61115

Sushi Maru Express, Inc.
750 E Rollins Rd.
Round Lake Beach, IL 60073

Sushi Maru Express, Inc.
1550 Deerfield Pkwy
Buffalo Grove, IL 60089

Sushi Maru Express, Inc.
27555 IL Route 120
Lakemoor, IL 60051

Sushi Maru Express, Inc.
1 Stratford Dr.
Bloomingdale, IL 60108

Indiana

Sushi Maru Express, Inc.
3600 N Portage Rd
South Bend, IN 46628

Sushi Maru Express, Inc.
6309 Lima Rd.
Fort Wayne, IN 46818

Sushi Maru Express, Inc.
1424 W Carmel Dr.
Carmel, IN 46032

Sushi Maru Express, Inc.
150 S Marlin Dr.
Greenwood, IN 46142

Sushi Maru Express, Inc.
10841 East US High 36
Avon, IN 46123

Sushi Maru Express, Inc.
5325 Southport Rd.
Indianapolis, IN 46237

Sushi Maru Express, Inc.
8375 East 96th St.
Indianapolis, IN 46256

Sushi Maru Express, Inc.
4222 Charlestown Rd.
New Albany, IN 47150

Sushi Maru Express, Inc.
17000 Mercantile Blvd.
Noblesville, IN 46060

Sushi Maru Express, Inc.
2622 Menards Dr.
Evansville, IN 47715

Sushi Maru Express, Inc.
5020 Grape Rd.
Mishawaka, IN 46545

Sushi Maru Express, Inc.
10301 IN-37
Fort Wayne, IN 46835

Sushi Maru Express, Inc.
10138 Indianapolis Blvd.
Highland, IN 46322

Sushi Maru Express, Inc.
400 Dan Jones Rd.
Plainfield, IN 46168

Kentucky

Sushi Maru Express, Inc
4500 S Hurstbourne Pkwy
Louisville, KY 40299

Sushi Maru Express, Inc.
4100 Towne Center Dr.
Louisville, KY 40241

Sushi Maru Express, Inc
2951 Heartland Crossing Blvd.
Owensboro, KY 42303

Sushi Maru Express, Inc.
1676 Westpark Dr.
Bowling Green, KY 42104

Maryland

Sushi Maru Express, Inc.
10323 Old Georgetown Rd.
Bethesda, MD 20814

Michigan

Sushi Maru Express, Inc.
37083 Six Mile Rd.
Livonia, MI 48152

Sushi Maru Express, Inc.
15185 Sheldon Rd.
Plymouth, MI 48170

Sushi Maru Express, Inc.
2240 S Main St.
Ann Arbor, MI 48103

Sushi Maru Express, Inc.
1450 W Chicago Blvd.
Tecumseh, MI 49286

Sushi Maru Express, Inc.
565 E Michigan Ave.
Saline, MI 48176

Sushi Maru Express, Inc.
24445 Drake Rd.
Farmington Hills, MI 48335

Sushi Maru Express, Inc.
1950 W Michigan Ave.
Clinton, MI 49236

Sushi Maru Express, Inc.
2020 Green Rd.
Ann Arbor, MI 48105

Sushi Maru Express, Inc.
1277 East M-36.
Pinckney, MI 48169

Sushi Maru Express, Inc.
9870 E Grand River Ave.
Brighton, MI 48116

Sushi Maru Express, Inc.
3188 Walton Blvd.
Rochester Hills, MI 48309

Sushi Maru Express, Inc.
225 S Canton Center Rd.
Canton, MI 48188

Sushi Maru Express, Inc.
33300 W 14 Mile Rd.
West Bloomfield, MI 48322

Sushi Maru Express, Inc.
41840 W 10 Mile Rd.
Novi, MI 48375

Sushi Maru Express, Inc.
11055 Allen Rd.
Southgate, MI 48195

Sushi Maru Express, Inc.
5500 Clyde Park SW
Wyoming, MI 49509

Sushi Maru Express, Inc.
36600 Van Dyke
Sterling Height, MI 48312

Sushi Maru Express, Inc.
22600 Allen Rd.
Woodhaven, MI 48183

Sushi Maru Express, Inc.
34835 Utica Rd.
Fraser, MI 48026

Sushi Maru Express, Inc.
6405 B Drive North
Battle Creek, MI 49014

Sushi Maru Express, Inc.
8089 Lapeer Rd.
Davison, MI 48423

Sushi Maru Express, Inc.
26100 Vreeland Rd.
Flat Rock, MI 48134

Sushi Maru Express, Inc.
3360 Tittabawassee Rd.
Saginaw, MI 48604

Sushi Maru Express, Inc.
22385 Pontiac Trail
South Lyon, MI 48178

Sushi Maru Express, Inc.
7080 Dexter Ann Arbor Rd.
Dexter, MI 48130

Sushi Maru Express, Inc.
14640 Pardee Rd.
Taylor, MI 48180

Sushi Maru Express, Inc.
746 East 16th St.
Holland, MI 49423

Sushi Maru Express, Inc.
30800 Little Mack Ave.
Roseville, MI 48066

Sushi Maru Express, Inc.
1555 DeMille Rd.
Lapeer, MI 48446

Sushi Maru Express, Inc.
8401 26 Mile Rd.
Washington, MI 48094

Sushi Maru Express, Inc.
3565 Fairlane Dr.
Allen Park, MI 48101

Sushi Maru Express, Inc.
3610 Market Pl.
Circle Rochester Hills, MI 48309

Sushi Maru Express, Inc.
2191 Columbia Ave.
West Battle Creek, MI 49015

Sushi Maru Express, Inc.
15000 US-31
Grand Haven, MI 49417

New Jersey

Sushi Maru Express, Inc.
700 Paramus Park
Paramus, NJ 07652

Sushi Maru Express, Inc.
1711 Rout 10 East
Morris Plains, NJ 07950

Sushi Maru Express, Inc.
2780 7th Ave.
Hammonton, NJ 08037

Sushi Maru Express, Inc.
784 Springfield Ave.
Summit, NJ 07901

Sushi Maru Express, Inc.
255 S Livingston Ave.
Livingston, NJ 07039

Sushi Maru Express, Inc.
393 Main St.
Chatham, NJ 07928

Sushi Maru Express, Inc.
778 Morris Turnpike
Short Hills, NJ 07078

Sushi Maru Express, Inc.
381 Washington Ave.
Hillsdale, NJ 07642

Sushi Maru Express, Inc.
86 East Main St.
Mendham, NJ 07945

Sushi Maru Express, Inc.
184 Columbia Turnpike
Florham Park, NJ 07932

Sushi Maru Express, Inc.
10 Triangle Plaza
Ramsey, NJ 07446

Sushi Maru Express, Inc.
990 Shrewsbury Ave.
Tinton Falls, NJ 07724

Sushi Maru Express, Inc.
650 Valley Rd.
Cresskill, NJ 07626

Sushi Maru Express, Inc.
70 Union Ave.
Cresskill, NJ 07626

Sushi Maru Express, Inc.
191 South St.
Morristown, NJ 07960

Sushi Maru Express, Inc.
265 Pompton Ave.
Verona, NJ 07044

Sushi Maru Express, Inc.
300 South Ave.
Garwood, NJ 07027

Sushi Maru Express, Inc.
450 Hills Dr.
Bedminster, NJ 07921

Sushi Maru Express, Inc.
531 US Hwy 22
East Whitehouse Station, NJ 08889

Sushi Maru Express, Inc.
1212 Shipyard Ln.
Hoboken, NJ 07030

Sushi Maru Express, Inc.
115 Hawkins Pl.
Boonton, NJ 07005

Sushi Maru Express, Inc.
85 Godwin Ave.
Midland Park, NJ 07432

Sushi Maru Express, Inc.
335 Princeton Hightstown Rd.
West Windsor Township, NJ 08550

Sushi Maru Express, Inc.
301 Harrison St.
Princeton, NJ 08540

Sushi Maru Express, Inc.
105 River Dr.
Jersey City, NJ 07310

New York

Sushi Maru Express, Inc.
15 Palmer Ave.
Scarsdale, NY 10583

Sushi Maru Express, Inc.
144 South Ridge St.
Rye Brook, NY 10573

Sushi Maru Express, Inc.
1897 Front St.
East Meadow, NY 11554

Sushi Maru Express, Inc.
261 Airport Plaza
Farmingdale, NY 11735

Sushi Maru Express, Inc.
1 Stew Leonard Dr.
Yonkers, NY 10710

Sushi Maru Express, Inc.
890 Walt Whitman Rd.
Melville, NY 11747

Sushi Maru Express, Inc.
380 Dowling Dr.
Yorktown Heights, NY 10598

Sushi Maru Express, Inc.
95 NY-111
Smithtown, NY 11787

Sushi Maru Express, Inc.
37 Hicksville Rd.
Massapequa, NY 11758

Sushi Maru Express, Inc.
1170 Deer Park Ave.
North Babylon, NY 11703

Sushi Maru Express, Inc.
1108 Patchogue Rd.
Port Jefferson Station, NY 11776

Sushi Maru Express, Inc.
364 Port Washington Blvd.
Port Washington, NY 11050

Sushi Maru Express, Inc.
748 2nd Ave.
New York, NY 10017

Sushi Maru Express, Inc.
504 Columbus Ave.
New York, NY 10024

Sushi Maru Express, Inc.
1446 2nd Ave.
New York, NY 10021

Sushi Maru Express, Inc.
907 8th Ave.
New York, NY 10019

Sushi Maru Express, Inc.
1365 3rd Ave.
New York, NY 10021

Sushi Maru Express, Inc.
1208 1st Ave.
New York, NY 10021

Sushi Maru Express, Inc.
1450 3rd Ave.
New York, NY 11028

Sushi Maru Express, Inc.
3 Sheridan Square
New York, NY 10014

Sushi Maru Express, Inc.
225 8th Ave.
New York, NY 10011

Sushi Maru Express, Inc.
355 1st Ave.
New York, NY 10010

Sushi Maru Express, Inc.
790 Greenwich St.
New York, NY 10014

Sushi Maru Express, Inc.
578 3rd Ave.
New York, NY, 10016

Sushi Maru Express, Inc.
1074 Lexington Ave.
New York, NY 10021

Sushi Maru Express, Inc.
686 Main St.
Roosevelt Island, NY 10044

Sushi Maru Express, Inc.
1644 York Ave.
New York, NY 10015

Sushi Maru Express, Inc.
1343 Lexington Ave.
New York, NY 10128

Sushi Maru Express, Inc.
2704 Broadway
New York, NY 10025

Sushi Maru Express, Inc.
25 University Pl.
New York, NY 10003

Sushi Maru Express, Inc.
225 9th Ave.
New York, NY 10011

Sushi Maru Express, Inc.
1233-Lexington Ave.
New York, NY 10000

Sushi Maru Express, Inc.
1507 York Ave.
New York, NY 10015

Sushi Maru Express, Inc.
633 Columbus Ave.
New York, NY 10024

Sushi Maru Express, Inc.
966 1st Ave.
New York, NY 10022

Sushi Maru Express, Inc.
528 3rd Ave.
New York, NY 10016

Sushi Maru Express, Inc.
815 10th Ave.
New York, NY 10019

Sushi Maru Express, Inc.
71 College Plaza
Selden, NY 11784

Sushi Maru Express, Inc.
870 Franklin Ave.
Garden City, NY 11530

Sushi Maru Express, Inc.
278 Park Ave. South
New York, NY 10010

Sushi Maru Express, Inc.
908 2nd Ave.
New York, NY 10017

Sushi Maru Express, Inc.
140 W 57th St.
New York, NY 10019

Sushi Maru Express, Inc.
1565 1st Ave.
New York, NY 10028

Sushi Maru Express, Inc.
2941 Broadway
New York, NY 10025

Sushi Maru Express, Inc.
1066 3rd Ave.
New York, NY 10065

Sushi Maru Express, Inc.
1251 3rd Ave.
New York, NY 10021

Sushi Maru Express, Inc.
341 3rd Ave.
New York, NY 10010

Sushi Maru Express, Inc.
601 Portion Rd.
Lake Ronkonkoma, NY 11779

Sushi Maru Express, Inc.
130 Bleecker St.
New York, NY 10012

Sushi Maru Express, Inc.
311 East 23rd St.
New York, NY 10010

Sushi Maru Express, Inc.
1031 1st Ave.
New York, NY 10022

Sushi Maru Express, Inc.
917 9th Ave.
New York, NY 10019

Sushi Maru Express, Inc.
1211 Madison Ave.
New York, NY 10128

Sushi Maru Express, Inc.
1331 1st Ave.
New York, NY 10021

Sushi Maru Express, Inc.
15 West End Ave.
New York, NY 10023

Ohio

Sushi Maru Express, Inc.
141 Highland Ave.
Cambridge, OH 43725

Sushi Maru Express, Inc.
104 Plaza Dr.
St. Clairsville, OH 43950

Pennsylvania

Sushi Maru Express, Inc.
2890 South Eagle Rd.
Newtown, PA 18940

Sushi Maru Express, Inc.
635 Heacock Rd.
Yardley, PA 19067

Sushi Maru Express, Inc.
200 West State St.
Doylestown, PA 18901

Sushi Maru Express, Inc.
1301 Skippack Pike
Blue Bell, PA 19422

Sushi Maru Express, Inc.
300 W Bridge St.
New Hope, PA 18938

Virginia

Sushi Maru Express, Inc.
600 Franklin St.
Alexandria, VA 22314

Sushi Maru Express, Inc.
6655 Old Dominion Dr.
McLean, VA 22101

Wisconsin

Sushi Maru Express, Inc.
N51W24953 Lisbon Rd.
Pewaukee, WI 53072

Sushi Maru Express, Inc.
801 E Sunset Dr.
Waukesha, WI 53186

Sushi Maru Express, Inc.
595 North Westhill Blvd.
Appleton, WI 54914

Sushi Maru Express, Inc.
2400 Duck Creek Pkwy
Green Bay, WI 54303

Sushi Maru Express, Inc.
8131 South Howell Ave.
Oak Creek, WI 53154

Sushi Maru Express, Inc.
W124N8145 Highway 145
Menomonee Falls, WI 53051

Sushi Maru Express, Inc.
1600 E Main St.
Waukesha, WI 53186

Former Franchisees

None

**EXHIBIT D TO SME FRANCHISE LLC.
FRANCHISE DISCLOSURE DOCUMENT**

**CONFIDENTIAL OPERATIONS MANUAL
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Sushi Maru Express

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SUSHI  MARU **General & Administration Manual**

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**EXHIBIT E SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

State Administrators

California

Commissioner of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205
(Toll Free) (866) 275-2677

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202
(410) 576-7044

Michigan

Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

State Agents for Service of Process

California

Department of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202

Michigan

Not Applicable

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101
(612)295-6328

New York

NYS Department of Law
28 Liberty Street , 21st Floor
New York, New York 10005
(212) 416-8236

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505
(701) 328-4712

Rhode Island

Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

South Dakota

South Dakota Franchise Administrator
Division of Securities
Department of Labor & Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605)773-4013

Virginia

Virginia Chief Examiner
State Corporation Commissioner
Division of Securities and Retail Franchising
1220 Bank Street
Richmond, Virginia 23219
(804)786-7751

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101

New York

Secretary of State of New York
99 Washington Avenue
Albany, New York 12231

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505

Rhode Island

Rhode Island
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota

Director, Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia

Clerk of the State Corporation Commissioner
P.O. Box 1197
Richmond, Virginia 23219

Washington

Washington Securities Administrator
Securities Division
P.O Box 9033
Olympia, Washington 98507
(360)902-8760

Washington

Director of Licensing
Securities Division
150 Israel Road
Turnwater, Washington 95801

Wisconsin

Wisconsin Commissioner of Securities
Registration Division
P.O. Box 1768
Madison, Wisconsin 53101
(608)266-8559

Wisconsin

Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, Wisconsin 53702

**EXHIBIT F TO SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, SME Franchise LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of Sushi Maru Express’s Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

1. Yes ___ No ___ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2. Yes ___ No ___ Have you received and personally reviewed the Franchise Disclosure Document we provided?
3. Yes ___ No ___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes ___ No ___ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5. Yes ___ No ___ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes ___ No ___ Have you discussed the benefits and risks of developing and operating a Sushi Maru Express Business with an existing Sushi Maru Express franchisee?
7. Yes ___ No ___ Do you understand the risks of developing and operating a Sushi Maru Express Business?
8. Yes ___ No ___ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

9. Yes ___ No ___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated, mediated, and/or arbitrated in New Jersey, if not resolved informally or by mediation?
10. Yes ___ No ___ Do you understand that you must satisfactorily complete the initial training course before we will allow your Business to open or consent to a transfer?
11. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Sushi Maru Express Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Sushi Maru Express Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes ___ No ___ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Sushi Maru Express Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15. Yes ___ No ___ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE

REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

| Questionnaire Number | Explanation of Negative Response |
|----------------------|----------------------------------|
| | |

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Date: _____

Date: _____

**EXHIBIT G TO SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE ADDENDA AND AGREEMENT RIDERS

**CALIFORNIA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

The following provision is added to the end of Section 3.1 of the Franchise Agreement:

Notwithstanding the foregoing, or any other provision of the Agreement, all initial fees will be deferred until after our initial obligations to you are complete.

The following provision is added to the end of Section 3.2 of the Franchise Agreement:

Notwithstanding the foregoing, or any other provision of the Agreement, all initial fees will be deferred until after our initial obligations to you are complete.

Section 16.2 is deleted and in its place are substituted the following:

16.2.1 Termination by Us Without Right to Cure. We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 16.2.2 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The area development agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(k) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(l) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

16.2.2 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60 day opportunity to cure, for any other breach of this Agreement.

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 other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

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

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. 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.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the 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 Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a 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 that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**NORTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.

2. The franchise agreement is amended to also provide as follows:

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

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

4. North Dakota law governs any cause of action arising out of the franchise agreement.

5. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal rights of your franchise. There may also be court decisions that may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights signed by the franchisee shall not include rights under the Washington Franchise Investment Protection Act 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 that unreasonably restrict or limit the statute of limitations period for claims under the Act, 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.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.
2. The Franchise Agreement is amended to also include the following language:

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

FRANCHISEE:

SME FRANCHISE LLC

By: _____

By: _____

Date: _____

Date: _____

**CALIFORNIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT**

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

The “Risk Factors” on the second page of the Disclosure Document are amended to also include the following:

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 FRANCHISE DISCLOSURE DOCUMENT.

Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this 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 these persons from membership in this association or exchange.

Item 5 of the Disclosure is amended by adding the following paragraph:

All of your initial franchise fees will be deferred until our initial obligations are complete.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, 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 contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF CORPORATIONS BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA 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).

Our website is located at www.sushimaru.co/.

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

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

The Department of Financial Protection and Innovation requires that we defer the collection of all initial fees from California franchisees until we have completed all our pre-opening obligations and you are open for business. For California franchisees who sign an area development agreement, the payment of the development and initial fees attributable to a specific unit is deferred until that unit is open.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

**HAWAII ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

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

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

**ILLINOIS ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law applies.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.
4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

**MARYLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, “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.”

3. Item 17.v. is modified to also provide, “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the 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 Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a 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 that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

**NEW YORK ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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 SOURCES OF INFORMATION. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”:

However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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.

**NORTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

**RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

Rhode Island law applies.

**VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

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

**WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

**EXHIBIT H TO SME FRANCHISE 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:

| <u>State</u> | <u>Effective Date</u> |
|---------------------|------------------------------|
| California | N/A |
| Hawaii | N/A |
| Illinois | N/A |
| Indiana | N/A |
| Maryland | N/A |
| Michigan | N/A |
| Minnesota | N/A |
| New York | N/A |
| North Dakota | N/A |
| Rhode Island | N/A |
| South Dakota | N/A |
| Virginia | N/A |
| Washington | N/A |
| Wisconsin | N/A |

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 I TO SME FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

RECEIPT

**RECEIPT
(RETURN ONE COPY TO US)**

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If SME Franchise 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, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If SME Franchise 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, DC 20580 and the appropriate state agency listed on Exhibit F.

The franchisor is SME Franchise LLC, located at 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660. Its telephone number is 201-654-0422.

Issuance Date: February 8, 2023

The name, principal address and telephone number of the franchise seller for this offering is Kevin Kim, 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660, 201-654-0422.

SME Franchise LLC authorizes the agents listed in Exhibit F to accept service of process for it.

I have received a disclosure document, dated February 8, 2023, that included the following Exhibits:

- A Sushi Maru Express's Franchise Agreement (with exhibits)
- B Financial Statements
- C List of Current and Former Franchisees
- D Confidential Operations Manual Table of Contents
- E List of State Administrators/Agents for Service of Process
- F Franchise Disclosure Questionnaire
- G State Addenda and Agreement Riders
- H State Effective Dates
- I Receipt

Date: _____
(Do Not Leave Blank)

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to SME Franchise LLC, located at 65 Challenger Road, Suite 202, Ridgefield Park, New Jersey 07660, or by emailing a copy of the signed and dated receipt to SME Franchise LLC at info@sushimaruexpress.com.

RECEIPT
(KEEP ONE COPY FOR YOURSELF)

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If SME Franchise 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, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If SME Franchise 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, DC 20580 and the appropriate state agency listed on Exhibit F.

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- H State Effective Dates
- I Receipt

Date: _____
(Do Not Leave Blank)

Signature of Prospective Franchisee

Print Name