

Franchise Disclosure Document 2022

March 4, 2022

FRANCHISE DISCLOSURE DOCUMENT JFE FRANCHISING, INC.

a Texas corporation
2021 Bingle Road
Houston, Texas 77055
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<http://www.jfefoods.com>



JFE Franchising, Inc. (“JFE Franchising”) grants franchises for its franchisees to operate sushi bars under the trade names “Snowfox” and “Sushibox” as separate departments in supermarkets, grocery stores, and other facilities that are owned by third parties.

The total investment necessary to begin operation of a new JFE franchise for an Inline, Endcap, or Island Sushi Bar is \$20,722 to \$220,400. This includes \$5,597 to \$128,600 that must be paid to the franchisor or affiliate. If you purchase an existing location for an Inline or Endcap Sushi Bar, the total investment is \$26,842 to \$283,300, which includes \$12,467 to \$194,800 that must be paid to the franchisor or affiliate. If you purchase an existing location for an Island Sushi Bar, the total investment is \$26,842 to \$331,300, which includes \$12,467 to \$244,800 that must be paid to the franchisor or affiliate. If you are an existing franchisee and you are granted the right to prepare pre-packaged sushi products from your existing location to be sold on a self-service station satellite location, the total investment necessary to begin operation of a satellite location is \$5,068 to \$27,600. This includes \$1,218 to \$16,300 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact JFE Franchising at 2021 Bingle Road, Houston, Texas 77055, phone number (713) 463-7777.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise A Consumer’s Guide*,” 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: March 4, 2022

STATE COVER PAGES

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or ss G and H.
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 I 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 JFE 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 JFE?	Item 20 or Exhibits G and H list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement permits you to resolve disputes with the franchisor only by mediation and then arbitration in Harris County, Texas. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or arbitrate with the franchisor in Harris County, Texas than in your own state.

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

ADDENDUM FOR STATE OF MICHIGAN

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, franchisee has the right to request an escrow arrangement.

Any questions regarding the notice of this Offering should be directed to:

CONSUMER PROTECTION DIVISION
Michigan Attorney General's Office
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
P.O. Box 30213
Lansing, MI 48909
(517) 335-7567

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

For ease of reference in this disclosure document, “JFE”, “we” or “us” means JFE Franchising, Inc., the franchisor of this business. We refer to the franchisee in this disclosure document as “you”. If the franchisee is a corporation, partnership or other entity, the references to “you” may include the entity’s owners.

The Franchisor

We are a Texas corporation, incorporated on August 21, 2013. Our principal business address is 2021 Bingle Road, Houston, Texas 77055. We do business under the trade names “Snowfox”, “Sushibox” and “JFE”. We do not do business under any other names.

If your state requires, we have designated an agent for service of process in your state. The names and addresses of our designated agents for service of process are listed in Exhibit A.

Our Parents, Predecessors and Affiliates

Our immediate parent company is Snowfox US Holdco, Inc. (“Holdco Inc.”), a Delaware corporation, whose principal address is 2021 Bingle Road, Houston, Texas 77055. Other levels of parent company are as follows (in descending order, ending with Holdco Inc.):

<u>Name of Parent</u>	<u>Principal Business Address</u>
SnowFox Topco Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox Midco 1 Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox Midco 2 Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox Bidco Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Yo! Sushi Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox US Holdco, LLC	2021 Bingle Road, Houston, Texas 77055
Snowfox US Holdco, Inc.	2021 Bingle Road, Houston, Texas 77055

Our predecessor is JFE, Inc., a Texas corporation, whose principal address is 2021 Bingle Road, Houston, Texas 77055. In June of 2019 we acquired from JFE, Inc. the names and marks “Snowfox,” “Sushibox” and “JFE.” We also acquired from JFE, Inc. the Operating Manual and other know-how used by our franchisees. We also acquired company-owned locations from JFE, Inc., which we have since sold to franchisees. JFE, Inc. is a subsidiary of JimKim Holdings, Inc., our former parent company. On June 28, 2019, our company was acquired from JimKim Holdings, Inc. by Snowfox Midco 1 Limited (“Snowfox Midco”). As a result of that acquisition, our immediate parent company became Holdco, Inc.

“Affiliate” means an entity that controls, is controlled by, or is under common control with us, and which offers franchises in any line of business or which provides products or services to our franchisees. We have 4 affiliates: JK959 Global, Inc. (“JK959”), Bento Sushi Franchise, Inc. (“BSFI”), Bento Sushi USA, Inc. (“Bento USA”), and Bento Sushi Franchise Ltd. (“BSFL”), all of which are direct or indirect subsidiaries of Holdco Inc.

JK959 is a Texas corporation and has its principal business address at 2021 Bingle Road, Houston, Texas 77055. JK959 conducts business through their factory facility model off-site and delivers pre-packed sushi products to the warehouses of its retail customers. The retail customers are responsible for merchandising the pre-packed sushi products in their store, for resale to consumers. The sushi products produced by JK959 are branded “Snowfox,” and are generally packaged in larger quantities than the packaging you will use. JK959 may use our recipes and trademarks to prepare and deliver sushi products to their retail customers.

BSFI is a Delaware corporation; its principal address is 1200 US Highway 22, Suite 11, Bridgewater, NJ 08807. BSFI offers franchises in the United States under the name and mark “BENTO SUSHI.”

Bento USA is a Delaware corporation; its principal address is 1011 Centre Road, Suite 310, New Castle County, Wilmington, Delaware 19805. Bento USA offers franchises in the State of Hawaii under the name and mark “BENTO SUSHI.”

Bento Sushi Franchise Ltd. (“BSFL”), was incorporated in Canada; its principal address is 25 Centurian Drive, Suite 208, Markham, Ontario, Canada L3R5N8. BSFL offers franchises in Canada under the name and mark “BENTO SUSHI.”

Our Business

Our business is granting franchises to allow people to operate JFE sushi bars that are operated as separate departments within supermarkets, grocery stores, and other facilities (such as universities and corporate settings) that are owned by third parties (“Stores”). We or our affiliates have verbal or written agreements to operate or let others operate sushi bars as separate departments of the Stores. In certain situations where we have agreements with the Stores, you may operate a hot food station as part of your sushi bar. In many instances we (or our affiliates) will perform this agreement by granting (or having us grant) franchises, so that franchisees like you can operate the sushi bar.

We have developed distinctive business systems, operating formats, methods, procedures, menu, recipes, trade dress, designs and marketing standards and formats (collectively, the “System”) using the trademarks “Snowfox”, “Sushibox” and other associated names. JFE is currently in the process of rebranding all franchised sushi bars under the trademarks “Snowfox” and “Sushibox”. In some situations, you will do business under a different name or a general description of the product. Some stores currently operate under the trademark “JFE”.

Franchisees will prepare and sell high-quality raw and cooked sushi and related products at a location selected by us. In some instances, existing franchisees may be given limited rights to prepare pre-packaged sushi products from your existing location to be sold on a self-service station at a supermarket, grocery store, or other store close to your location (“satellite

location”). You do not have to be physically present at the satellite location, but it will be your responsibility to prepare the pre-packaged products and deliver them to the satellite location at least daily. These satellite rights are limited and may be withdrawn by us at any time on short notice. Payments by customers for their purchases are made to the owners of the stores (“Store Owners”), which are then recorded by the Store Owners who retain a portion, and then reported and forwarded to us before you receive payments.

We are not in any other business.

Business Experience

We have operated businesses of the type being franchised since 2013. As of November 29, 2021, we had 1 company location.

From 2008 to 2017, our predecessor JFE, Inc., operated businesses similar to the type of business that you will operate. Since 2017, JFE, Inc. operated no businesses of the type you will operate.

We have offered franchises for sale beginning in October 2013 on the dates our franchise disclosure document was accepted for registration in the various franchise registration states. Neither we nor JFE, Inc. has offered franchises in any other business. We do not conduct any other business activities.

As of the date of this disclosure document, our predecessor, JFE, Inc., does not offer franchises in any business. Prior to the date of this disclosure document, our predecessor JFE, Inc. and/or its affiliates entered into agreements to operate or let others operate sushi bars in grocery stores and supermarkets under a different program. These arrangements were established before we began offering the franchises described in this disclosure document. Contracted-operators were given the opportunity, but were not required, to convert to franchisees. As of November 29, 2021, there is only one remaining contracted-operator of JFE Franchising, Inc., Wayne Corp, which owns and operates 3 outlets in Texas. A list of the contract-operated outlets owned and operated by Wayne Corp is included in Exhibit G to this disclosure document and noted as a contract- operated outlet.

Our affiliate, Bento Sushi Franchise, Inc. (“BSFI”) offers franchises for retail sushi businesses in the United States similar to those described in this disclosure document, but under the name and marks “BENTO SUSHI.” BSFI has offered Bento Sushi franchises since May of 2016. As of November 29, 2021, BSFI had 246 franchisees in 25 states. BSFI also had 0 company-owned sushi businesses in the United States similar to those described in this disclosure document. BSFI has never conducted business in any other line of business, and it has never offered franchises in any other business.

Our affiliate, Bento Sushi USA, Inc. (“Bento USA”) offers franchises for retail sushi businesses in the State of Hawaii similar to those described in this disclosure document, but under the name and marks “BENTO SUSHI.” Bento USA has offered Bento Sushi franchises since July of 2021. As of November 29, 2021, Bento USA had 35 franchisees in 1 state. Bento USA also had 0 company-owned sushi businesses in the United States similar to those described in this disclosure document. Bento USA has never conducted business in any other line of business, and it has never offered franchises in any other business.

Our affiliate, Bento Sushi Franchise Ltd. (“BSFL”) offers franchises for Bento Sushi outlets only in Canada, consisting primarily of Sushi Counter front and inline units in malls, hospitals, and universities. BSFL has since May of 2013 offered Bento Sushi franchises in this line of business, but only in Canada. As of the issuance date of this disclosure document, BSFL had 12 franchised units in operation in Canada. BSFL has never operated a business of the type to be operated by you. BSFL has never conducted business in any other line of business, and it has never offered franchises in any other line of business.

Market for Sushi and Competition

There is a well-developed and existing market in the United States for sushi at standalone restaurants, as well as in departments of larger facilities such as grocery stores. You will sell sushi products mainly to customers or visitors of the facilities in which your sushi bar is located.

You will compete with sushi bars located inside other grocery stores, including sushi bars owned by our affiliates. You will also compete with other locations serving packaged sushi for off-site consumption, other stand-alone restaurants serving sushi, casual and fine-dining sushi bars, and the other food and deli counter options both inside and outside the facility in which your sushi bar is located.

Industry Regulations

You must comply with all applicable local, state, and federal laws regarding operating a restaurant covering your sushi bar, including health, safety, and sanitation laws, food service and safety, food labeling, and the storage, preparation and sale of seafood and other perishable products. You must also comply with employment, discrimination, environmental, building and zoning regulations and other laws applicable to your sushi bar. You will need to obtain all applicable business and health department licenses for your business.

You must comply with the rules, policies and guidelines of the Store and sign any code of conduct or equivalent document required by the Store. You will represent and warrant to JFE that you and your personnel are and will be at all times legally authorized for employment in and to work in the United States under applicable immigration laws. You must obtain proof of employability for each prospective employee by completing the Department of Homeland Security’s electronic employee verification system (E-Verify) before hiring. You must furnish us any and all documentation we request in connection with your compliance under this paragraph.

The COVID-19 government orders to shelter-in-place have impacted our business model and franchisee behavior in the following ways: no food samples may be given to customers, frequent cleaning and disinfecting touched objects and surfaces, wearing a mask, frequent hand-washing, and avoiding contact with people who are sick. The preparation, storage, and delivery of our menu items have not been impacted by the COVID-19 orders.

ITEM 2 BUSINESS EXPERIENCE

President, CFO, Secretary, and Director

Stacy Kwon

Ms. Kwon has been President and Chief Financial Officer of JFE Franchising, Inc. since October 2013, and a board director and Secretary since our formation in August 2013. Ms. Kwon has also been a board director of JK959 Global, Inc. since January 2017. Ms. Kwon previously served as Vice President of JFE Franchising, Inc. from formation. Ms. Kwon has also served as the CEO for JFE, Inc since October 2013, and previously served as its Vice President from its formation in May 2008.

Vice President and Director

Brian Lee

Mr. Lee has been Vice President of JFE Franchising, Inc. since October 2013, and a board director since our formation in August 2013. Mr. Lee previously served as Director of Organizational Development from August 2013 to October 2013. Mr. Lee has also served as Vice President of JFE, Inc since October 2013. Mr. Lee previously served as JFE, Inc's Director of Organizational Development from June 2012, and before that as regional manager from July 2009.

Director

Xenia Walters

Ms. Walters has been a Director of JFE Franchising, Inc. since March of 2021. From June of 2017 to November of 2020, she was the group CFO of SDL PLC in Maidenhead, Berkshire, United Kingdom. From November of 2020 to March of 2021, she was on gardening leave.

Director

Richard Hodgson

Mr. Hodgson has been a Director of JFE Franchising, Inc. since June 28, 2019. From December 2017 to the present, he has been Chief Executive Officer of YO! Sushi Group in London. From June 2017 to November 2017 he was self-employed in London. From July 2014 to May 2017 he was Chief Executive Officer for Pizza Express Group in London.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

A. Training Fee

If you are a prospective franchisee, you will pay us for our initial training program a fee of \$500 per person (for you and any proposed employee) for a 20-hour training program. You pay the initial training fee in full before you start training upon signing our initial training agreement, attached as Exhibit C, and the fee is **not** refundable. If you have previously owned, operated and/or served as a manager for a JFE sushi bar within the last two (2) years, we may waive the training requirement based on your experience with JFE.

B. Initial Franchise Fee

If you are opening a new franchise location or if you are purchasing a JFE operated sushi bar location from you, you will pay us an initial franchise fee ranging from \$1,000 to \$100,000. We will determine the initial franchise fee you pay for a location based on type of sushi bar and the size of display cases in the sushi bar. We also evaluate factors such as store location (rural, suburban, urban, remote rural), demographic data, condition of store (existing, remodeled), store amenities (if it offers coffee, flowers, wine), in-store location, type of sushi bar, and whether you will operate a hot food station as part of your sushi bar.

There are 3 types of sushi bar types: (i) "Inline," (ii) "Endcap," and (iii) "Island." An Inline location is located around the front wall of the store. An Endcap location is located at the end of the aisle. An Island location is a standalone location in a food service area.

The Display Case is provided by the Store Owner. It is refrigerated and holds the sushi products that are offered for sale at your sushi bar. The larger the Display Case the greater amount of sushi products the sushi bar will have available for sale. The Display Case is separate and distinct from the required purchases described below in this Item 5, under "Interior Signage and Display Equipment."

We will determine your initial franchise fee before you sign your franchise agreement based on the following weighted value score formula:

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Description	Store Characteristics and Weighted Value Score (Bold)							
Type of Sushi Bar and Size of Display Cases								
Sushi Bar Type	Inline	3	Endcap	4	Island	5		
Display Case Size	Less than 5	3	6 to 9	4	10 to 12	5	Over 12	6
Location and Demographics								
In-store Sushi Kiosk within 3 Miles	6 or more	3	1 to 5	5	None	9		
City Population Where Store is Located	Less than 49,999	0.5	50,000 to 99,999	1	100,000 to 299,999	3	Over 300,000	5
Location of Store	Remote rural area	0.5	Rural area	1	Suburban area	3	Urban area	5
Store Quality and Amenities								
Condition of Store	Existing Store	3	Existing Remodeled	6	New Store	9		
Coffeehouse Chain (Starbucks, Seattle's Best etc.)	None	1	In-Store: Far from sushi bar	3	In-Store: Next to sushi bar	5		
Flower Section (Quality)	None	0	Average or Less	0.5	Good	1	Excellent	2
Wine Section (Quality)	None	0	Average or Less	0.5	Good	1	Excellent	2
Number of Registers	1 to 2	0.3	3 to 5	0.5	6 to 10	1	> 11	2
Hot Foods Program								
Sushi Bar without Hot Food Program	0			Sushi Bar with Hot Foods Program	5			

Total Weighted Value Score	Initial Franchise Fee
14.3	\$1,000
14.4 to 20	\$3,000
21 to 25	\$5,000
26 to 30	\$10,000
31 to 55	\$15,000
36 to 40	\$25,000
41 to 45	\$35,000
46 to 50	\$50,000
51 to 54	\$70,000
55	\$100,000

You pay the initial franchisee fee in a lump sum on signing the franchise agreement with us. This fee is not refundable.

In certain situations, if you are a current franchisee you may be granted the right to operate a satellite self-service location by us and you must sign a satellite unit addendum to operate at a satellite location. There is no initial franchise fee for a satellite unit.

C. Other Initial Fees Due Before Opening

Equipment and Small Wares Purchase

Prior to opening your business, you must purchase certain equipment, smallwares, and supplies from approved suppliers, which include us. The cost of these items for a new location is \$500 to \$5,000, and for a satellite location is \$200 to \$2,000.

Opening Food Inventory Purchase

Prior to opening your business, you must purchase your opening inventory from approved suppliers, which include us. The cost of the opening inventory for a new location is \$3,000 to \$10,000, for an existing location is \$1,000 to \$7,500, and for a satellite location is \$1,000 to \$7,500.

Pricing Labels and Computer System and Label Printer

Prior to opening your business, you must purchase designated pricing label equipment from us or an approved supplier. The purchase price of the equipment ranges from \$699 to \$3,000, plus shipping costs ranging from \$10 to \$100. You must also purchase pricing labels which are compatible with the label equipment. The cost of a set of labels is \$72 per box (18 rolls), for a 250-count self-adhesive labels per roll. Based on the number of products sold, the label cost will range from \$72 to \$432 over the first 3 months.

Ice Decoration Piece Lease

Prior to opening your business, you may at your option lease from us a display unit ice decoration piece and sign our Display Unit Ice Decoration Piece Lease Agreement, which is attached as Exhibit K to this disclosure document. If you choose to lease this item, you must pay us a \$50 deposit per piece. There are no payments so long as you are a JFE franchisee. The \$50 deposit per piece, less charges for any damage, is refundable upon expiration of your franchise agreement and return of the equipment in good condition.

Uniforms

Prior to opening your business, you must purchase from us uniforms for your employees. The cost of the uniforms for a new location is \$30 to \$300.

Interior Signage and Display Equipment

Prior to opening your business, you must purchase interior signage and display equipment from approved suppliers, which include us. The cost of these items for a new location is \$0 to \$5,000, and for a satellite location is \$0 to \$5,000. In some cases the Store Owner will provide

the interior signage and display equipment at no cost to you. In other cases you must provide these items at your cost. As noted above in this Item 5 under "Initial Franchise Fee," the cost of the Display Case is paid for by the Store Owner.

Purchase of Existing Location

If you purchase a JFE operated sushi bar location from us, in addition to the initial franchise fee, we will charge you from \$8,000 to \$130,000 for the assets, equipment, and goodwill of the location, as determined by us in our discretion. You must also pay us to from \$500 to \$2,000, for training (\$500 to \$1,000) and commercial liability insurance (up to \$1,000).

Drug Test, Background Check and Tuberculosis Test

Prior to accepting you as a JFE franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. Your results must be acceptable to us. You must reimburse us our cost in obtaining these tests and checks, estimated at \$250 to \$1,000.

None of the above fees are refundable.

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ITEM 6 OTHER FEES

Type of fee	Amount	Due Date	Remarks
Compensation to Us ¹	(a) Store Owner Revenue Share: Varies between 15% and 35% of Gross Sales, depending on the Store in which your JFE sushi bar is located, and subject to periodic adjustment by the Store Owner. (b) Franchisor Revenue Share: Varies between 5% and 20% of Gross Sales, subject to periodic adjustment by us.	Weekly within thirty (30) days of receipt from Store Owner ¹	Our or our parent entity's agreement with the Store Owner allows them to keep a percentage of the Gross Sales (for example 25%), then we keep a percentage of Gross Sales (for example 10%), and we return the rest (for example 65%) to you, less amounts we may deduct for other charges. These percentages can vary. Also, see Note 1
Renewal Fee	20% of the then current initial franchise fee as calculated in Item 5, section B above.	At the time of renewal	This fee is determined by us and paid when you renew your franchise agreement.
Transfer Fee	\$1,000	Prior to transfer	Amount is charged to transferor per outlet transferred. This fee is not refundable, whether or not the transfer is completed
Opening Assistance Fee	\$400 per person per day, which includes travel, meals, lodging and incidental expenses of our personnel	As incurred	If you request more than 1 day of opening assistance to you
Management Fee	\$400 per person per day, which includes travel, meals, lodging and incidental expenses of our personnel	As incurred or upon our determination	If we are requested or we determine we need to operate your outlet due to default or breach.
Training Fee	\$500 per person	As requested	Training you request for new or additional employees will consist of 20 hours training at corporate HQ or other location designated by us.
Additional or Remedial or Refresher Training Fee	\$500 per person, 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.
Commercial Liability Insurance	\$18.20 per \$1,000 of sales	Deducted weekly	You must have commercial liability insurance through our group policy See Note 2

Type of fee	Amount	Due Date	Remarks
Relocation Fee	The difference between the franchise fee applicable for your new location and the franchise fee you initially paid	Upon request	Payable only if your new location is in a higher category than your initial location.
Late Fees and Interest	Late fee equal to the greater of \$250 or 10% of the amount due; plus interest at the rate of 12% on the unpaid amount	Upon demand	Payable only if your payment to us is past due
Insufficient Funds Fee	10% of the check, electronic funds transfer, or other payment due	Upon demand	Payable only if your payment to us is declined due to insufficient funds
Reimbursement for Advances	Amount of the advances we make on your behalf	10 days after notice	Payable only if we advance payments you owe to 3 rd parties.
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.
Pricing Label Change	Our cost of changing the pricing, estimated at \$500 per product, plus the cost of the labels themselves	As requested	If you desire to charge prices that are different from the pricing incorporated into our standard labels, we must reprogram and reprint the labels. You pay for our administrative cost and our cost incurred to vendors to print labels with the pricing requested.
Repair or Replacement Charges	\$30 to \$300	As incurred	This charge is payable in the event we repair or replace your computer, labeling machine, or software

Type of fee	Amount	Due Date	Remarks
Alternative Supplier Evaluation Fee (request to approve supplier/new product)	\$1,000 per requested application, plus costs of evaluating item or supplier	As incurred	If you request us to sell non-approved product or request to purchase from a new supplier, you must pay the fee plus our expenses incurred for investigating the new supplier or product.
Inspection Fee (by us) ³	\$1,000 per unit, plus costs of inspecting your JFE 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 of remediation.
Early Termination Fee	\$1,000 plus additional expenses incurred	Upon your request	We may assess this fee if you abandon your location, cease operations, or if your franchise agreement or addendum is terminated for any reason.
Reimbursement for Employee Compensation (Store Owners)	Varies	As incurred	See Note 4
Default Charge	Varies: \$50 - \$1,000 per violation ⁵	As incurred	If you violate certain requirements of the JFE Operating Manual and/or the franchise agreement, we will send you a notice of specific violation (the form is in the JFE Operating Manual) and assess the established penalty charge which will be deducted from the amounts owed to you.
Attorneys' fees plus other expenses we incur caused by your breach	Varies	On demand	You will be charged for all expenses we incur to enforce our franchise agreement.
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.

Type of fee	Amount	Due Date	Remarks
Lost Manual Fee	\$500 per Manual	On demand	If you lose or are unable to return any Manual in its complete form to Franchisor at the expiration or termination of the Franchise Agreement, you must pay us \$500 for each Manual
Drug Test, Background check, tuberculosis test	\$250 - \$1,000	On demand	Prior to accepting you as a JFE franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. You must reimburse our cost in obtaining these tests and checks

Note 1 – In 2021 we waived renewal fees for certain franchisees, in exchange for an agreement to adjust compensation fees. Otherwise, and unless otherwise states, fees are uniformly imposed. All fees are non-refundable. When customers purchase products from your business, the Store Owner collects all payments. All sales are recorded by the Store Owners and then reported and forwarded to us before you receive payments. The Store Owner retains its Revenue Share out of your Gross Sales and remits the balance to us. The Store Owner Revenue Share is negotiated between the Store Owner and us. It is a percentage that may vary from one brand of Store Owner to another, as well as within each brand, as we negotiate with the Store Owner. The Franchisor Revenue Share is also a specified percentage of your Gross Sales. The Franchisor Revenue Share is determined by us in our sole discretion. Once we establish the Franchisor Revenue Share, it is not subject to change throughout the term of your Franchise Agreement. We keep the specified percentages due to us and pay the rest to you as commission, after deducting for other charges or purchases, including amounts you owe us, our affiliates, or other suppliers for your purchase of goods and/or services including food and inventory costs, freight, and equipment fees. The percentage paid to Store Owner will vary depending on each Store Owner agreement of your location. The Store Owner holds the first payment after opening generally up to 8 weeks but may hold the first payment longer. Thereafter, payment will be paid weekly. “Gross Sales” is all revenues from your business whether payment is in cash, by debit or credit card, but does not include refunds, sales taxes and discounts.

Note 2 – We will cover your location under our group insurance policy, then deduct your portion of our premium costs calculated based on sales (current rate \$18.20 per \$1,000 of sales, but we may revise the rate from time to time as we determine). Your portion of the premium will be deducted weekly.

Note 3 – In addition, you may have to provide us free of charge reasonable quantities of ingredients, foods, beverages, inventory, and other samples for inspection and evaluation purposes.

Note 4 – In some situations, the Store Owner may be required to employ the persons who work for your sushi bar. In such cases, the Store Owner may require that we reimburse them for employee costs. In that case, we will deduct such employee expenses from the amounts due to you.

Note 5 – Repeats of the same violation may incur doubling of the default charge.

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ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A NEW LOCATION

Inline, Endcap, or Island Sushi Bar (New Location)

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	\$1,000 - \$100,000	Cash	Upon signing franchise agreement	JFE
Drug testing, criminal background check, and/or Tuberculosis testing ¹³	\$250 - \$1,000	Cash	Prior to opening	JFE or Approved Supplier
Initial Training Fee for you and any proposed employee ^{1, 2}	\$500 per person	Cash	Upon signing of the training agreement	JFE
Travel and Living Expenses while Training	\$2,000 - \$10,000	Cash	Before and During Training	Third Party Provider (airline, hotel, etc.)
Food Manager Examination & Certification ³	\$75 - \$500 per certification	Cash	Before opening	Third Party Provider or government agency
Equipment and Small Wares Purchase Price ¹²	\$500 - \$5,000	Cash	Before opening	JFE or Approved supplier
Opening Food Inventory Purchase Price	\$3,000 - \$10,000	Cash	Before opening	JFE or Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price ⁴	\$699 - \$3,000	Cash	Before opening	JFE or Approved supplier
Uniforms Purchase Price ⁵	\$30- \$300	Cash	Before opening	JFE
Interior Signage & Display Equipment Purchase Price ¹³	0 - \$5,000	Cash	Before opening	JFE or Approved supplier
Licenses & Permits	\$200 - \$3,000	Cash	Before opening	Government agency
Commercial Liability Insurance ⁶	\$18 - \$1,800	Cash	Deducted weekly from your sales	JFE
Workers Compensation Insurance	\$50 - \$3,000	Cash	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Opening Assistance ⁷	0 - \$2,000	Cash	Upon request, shortly after opening	JFE
Professional Advisors	\$250 - \$5,000	Cash	As incurred	Third party providers (your attorneys, CPAs)
NSF approved carrier (for satellite location) ⁸	\$150 - \$300	Cash	Before opening	Approved supplier
Additional Funds – 3 months of Operating Capital ¹⁰	\$12,000 - \$70,000	Cash	As incurred	Third party providers, your employees, or approved suppliers
Total Range for a New Location¹¹	\$20,722 - \$220,400			

**YOUR ESTIMATED INITIAL INVESTMENT
FOR THE PURCHASE OF AN EXISTING LOCATION**

Inline or Endcap Sushi Bar (Existing Location)

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	\$1,000 - \$50,000	Cash	Upon signing franchise	JFE
Assets of Existing Location ⁹	\$8,000 - \$130,000	Cash	Upon closing of the transaction	JFE
Drug testing, criminal background check, and/or Tuberculosis testing ¹³	\$250-\$1,000	Cash	Prior to opening	JFE or Approved Supplier
Initial Training Fee for you and any employee ^{1,2}	\$500 per person	Cash	Upon signing of the training agreement	JFE
Travel and Living Expenses while Training	\$2,000 - \$10,000	Cash	Before and During Training	Third Party Provider (airline, hotel, etc.)
Administrative Transfer Processing Fee	\$1,000	Cash	Prior to Transfer	JFE
Food Manager Examination & Certification	\$75 - \$500 per certification ³	Cash	Before opening	Third Party Provider or government agency
Ongoing Food Inventory	\$1,000 - \$7,500	Cash	As incurred	JFE or Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price ⁴	\$699 - \$3,000	Cash	Before opening	JFE or Approved supplier
Professional Advisors	\$250 - \$5,000	Cash	As incurred	Third party providers (your attorneys, CPAs)
Commercial Liability Insurance ⁶	\$18 - \$1,800	Cash	Deducted weekly from your sales	JFE
Workers Compensation Insurance	\$50 - \$3,000	Cash	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Additional Funds – 3 months of Operating Capital	\$12,000 - \$70,000	Cash	As incurred	Third party providers, your employees, or approved suppliers
Total Range for the Purchase of an Existing Location¹¹	\$26,842 – 283,300			

Island Sushi Bar (Existing Location)

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	\$1,000 - \$100,000	Cash	Upon signing franchise agreement	JFE
Assets of Existing Location ⁹	\$8,000 - \$130,000	Cash	Upon closing of the transaction	JFE
Drug testing, criminal background check, sand/or Tuberculosis testing ¹⁴	\$250 - \$1,000	Cash	Prior to opening	JFE or Approved Supplier
Initial Training Fee for you and any employee ^{1,2}	\$500 per person	Cash	Upon signing of the training agreement	JFE
Travel and Living Expenses while Training	\$2,000 - \$10,000	Cash	Before and During Training	Third Party Provider (airline, hotel, etc.)
Administrative Transfer Processing Fee	\$1,000	Cash	Prior to Transfer	JFE
Food Manager Examination & Certification	\$75 - \$500 per certification ³	Cash	Before operating	Third Party Provider or government agency
Ongoing Food Inventory	\$1,000 - \$7,500	Cash	As incurred	JFE or Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price ⁴	\$699 - \$3,000	Cash	Before opening	JFE or Approved supplier
Professional Advisors	\$250 - \$5,000	Cash	As incurred	Third party providers (your attorneys, CPAs)
Commercial Liability Insurance ⁶	\$18 - \$1,800	Cash	Deducted weekly from your sales	JFE
Workers Compensation Insurance	\$50 - \$1,000	Cash	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Additional Funds – 3 months of Operating Capital	\$12,000 - \$70,000	Cash	As incurred	Third party providers, your employees, or approved suppliers
Total Range for the Purchase of an Existing Location¹¹	\$26,842 - \$331,300			

YOUR ESTIMATED INITIAL INVESTMENT FOR A SATELLITE LOCATION

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	\$0	Not applicable	Not Applicable	Not Applicable
Opening Food Inventory Purchase Price	\$1,000 - \$7,500	Cash	Before opening	JFE or Approved supplier
Equipment and Small Wares Purchase Price ¹²	\$200-\$2,000	Cash	Before opening	JFE or Approved supplier
Interior Signage & Display Equipment Purchase Price ¹³	0 - \$5,000	Cash	Before opening	JFE or Approved supplier
Commercial Liability Insurance ⁶	\$18 - \$1,800	Cash	Deducted weekly from your sales	JFE
Automobile Insurance ⁶	\$500 - \$1,500	Cash	As incurred	Paid to insurance company
Licenses & Permits	\$200 - \$3,000	Cash	Before opening	Government agency
NSF approved carrier (for satellite location) ⁸	\$150 - \$300	Cash	Before opening	Approved supplier
Additional Funds – 3 months of Operating Capital ¹⁰	\$3,000 - \$6,500	Cash	As incurred	Third party providers, your employees, or approved suppliers
Total Range for Satellite Location¹¹	\$5,068 - \$27,600			

Notes for all charts:

***All amounts are non-refundable unless otherwise noted.**

Note 1 – The required training consists of 20 hours training at corporate HQ or other location designated by us. Training is further discussed in Item 5 and Item 11 of this disclosure document.

Note 2 – We may waive the training requirement for prospective franchisees that have previously owned, operated and/or served as a manager for a JFE sushi bar within the last two (2) years, based on the amount of experience.

Note 3 – Food Manager certification fees may differ from state to state, and they are subject to change without notice, as they are charged by third parties.

Note 4 – The cost of a set of labels for a specific product is \$72 per box (18 rolls), for a 250-count self-adhesive labels per roll. Based on the number of products sold, the label cost will range from \$72 to \$432 over the first 3 months. You must purchase computer hardware and software according to our specifications. The computer system cost will range from \$699 to \$3,000. These are the current costs and counts, which are subject to change. You must purchase a label printing machine from us or from our approved supplier. The system will report data to us such as the type and number of labels printed by you, and we will have independent access to the information and data generated and stored in the system. You may be required to use preprinted labels for products you sell.

Note 5 – Our uniform consists of the sushi gown, hat, apron and nametag. You and all your workers

should wear only JFE sushi uniforms. The cost of the sushi gown is \$20 each, the cost of the hat is \$5 each, and the cost of the apron is \$5 each. You must also pay shipping charges. We will furnish you the nametag at no cost to you. These current prices are subject to change.

Note 6 – We will cover your location under our group insurance policy, then deduct your portion of our premium costs calculated based on sales (current rate \$18.20 per \$1,000 of sales, but we may revise the rate or waive your contribution from time to time as we determine). Your portion of the premium will be deducted weekly. For satellite locations, we require you to obtain automobile insurance with the coverage amounts we determine. Payments for this insurance don't begin until you open your sushi bar for business.

Note 7 – There is no charge for the first opening day, but we will charge \$400 per day for any additional assistance requested by you.

Note 8 – The cost of the NSF carrier \$150 per unit. This is the current price and it is subject to change.

Note 9 – In addition to the initial franchise fee, the amount to purchase an existing location is the value of the location reasonably appraised by us and includes assets and goodwill. The highest end of the range of prices is based on a location that produces the highest end of weekly sales for all outlets.

Note 10 – You may need additional operating capital to pay for operating expenses such as employee payroll, inventory, products, and supplies if these costs are not covered by your commissions. This is typically the case for new businesses. These costs and the amount of commission will vary among franchisees. The amount provided is only an estimate. Your costs will depend on factors such as: how many employees you intend to hire and the prevailing wage rate; how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the number of potential customers who frequent the host Store; competition; and the sales level reached during the initial period. We based these figures on our experience in opening the various types of sushi bars in the past year.

Note 11 – The ranges provided are estimates of the initial investment for a new location, the purchase of an existing location, and for a satellite location. Again, your actual may vary based on geographic location, your financial condition, and the terms of the business arrangements negotiated by you. As such, the amounts provided are only estimates.

Note 12 – We finance certain expenses for equipment and small wares such as pH meters, labels and uniforms. See Item 10 for additional details.

Note 13 – You would pay \$0 for Interior Signage & Display Equipment if the Store Owner where your sushi bar is located pays the entire cost of these items.

Note 14 – Prior to accepting you as a JFE franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. Your results must be acceptable to us. You must reimburse us our cost in obtaining these tests and checks, estimated at \$250 to \$1,000. None of these fees are refundable even if you are not accepted as our franchisee.

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ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You will operate your JFE sushi bar within a Store as selected by us. You do not have to sign a lease with the Store.

Required Purchases

You must purchase or use certain goods, services, supplies, equipment, inventory, and other items related to operating your JFE sushi bar only from our approved suppliers. You may only use those fixtures, furnishings, equipment, and signs that are approved in writing by us. We may require you to purchase interior signage and display equipment only from us or our approved supplier. We may add designated suppliers or products by notice to you through additions to the JFE Operating Manual.

We have developed proprietary food preparation procedures, products, sauces and recipes. To protect our System and maintain a high level of quality, we require you to buy food product and food preparation items only from suppliers authorized by us. You are required to purchase fish products, non-fish products, vegetables and fruits, cooler items (e.g. cream cheese), dry foods, and nonfood products such as labels, uniforms, small wares, equipment, and NSF approved carriers from our approved suppliers. You are also required to buy sushi ingredients from our designated suppliers.

You must lease or purchase from us or another approved supplier, a label printing system designated by us to print labels for your products. Please see Item 11. All other supplies are generally required to be purchased from authorized JFE suppliers only. Unless otherwise specified in the JFE Operating Manual or by us, you can purchase certain equipment like food preparation utensils (knives, rice cookers) and plastic storage containers from other suppliers, such as a specialty merchant or restaurant supply store. Certain equipment such as camcarriers and rice containers must be approved by the National Sanitation Foundation and bear the NSF logo.

We may from time to time change the products, ingredients, preparation process, mandatory menu items, and other required features of the System. Generally, we issue specifications and standards to our franchisees pursuant to the JFE Operating Manual, SOP Manual, or written notices issued from time to time. Any changes or additions to those specifications are made by notice to you through modifications to the JFE Operating Manual, SOP Manual or such other writings we issue in writing from time to time. As part of such standards, you must maintain your JFE sushi bar and all equipment, fixtures and all other tangible property in clean, good and full working condition and will replace any of such equipment, fixtures or property as necessary. You may also have to cooperate with a Store Owner if it decides to remodel or upgrade your JFE sushi bar to its current standards and designs. The cost of the remodeling/updating is paid by the Store Owner.. At all times, we have the sole right to develop all items for sale at your JFE sushi bar, and you will not have the right to make, develop, sell or otherwise dispose of any other products from your JFE sushi bar.

Required and Approved Suppliers

There are several third-party suppliers that are approved by us. We will provide a list of approved suppliers, which will identify the suppliers, brands, products, and items approved by us. We can revise the list from time to time. You must purchase all food products only from

suppliers that are authorized and approved by us. You must also purchase certain food items and supplies, such as sushi vinegar, labels, uniforms, masks, nametags, a digital pH meter, a daily log book, prepackaged condiments, prepackaged food items, and other food and sauce items only from a designated supplier, as specified in the JFE Operating Manual.

None of our officers owns an interest in any of our approved suppliers.

Approval of Alternative Suppliers

If you want to purchase any items from any source other than an approved supplier of ours, we will test and evaluate such sources when you request, but we do not have to investigate or approve an inordinate number of suppliers or products which, in our reasonable judgment, would prevent effective and economical supervision of suppliers under the System. We will approve or disapprove such sources and products based on our tests, normally within 14 to 90 days of receipt of the request. You will have to pay us an Alternative Supplier Evaluation Fee of \$1,000 plus all expenses incurred by us for investigating the new supplier or product, including laboratory testing costs. Any requested supplier must demonstrate to our reasonable satisfaction that it and its products meet our specifications. The supplier must be of good standing in the business community, and it must meet and maintain our standards, including, of quality, consistency, reliability, financial capability, and production capacity. If the supplier no longer meets those standards, we reserve the right to terminate the supplier and its authorization upon seven (7) days' notice.

Revenue from Franchisee Purchases

In the fiscal year ended November 28, 2021, we received \$2,110,314.24 from the sale of required products and supplies to JFE franchisees, which was 4.9% of our total revenue of \$43,569,683.52 in fiscal year 2021. These figures are from our audited financial statements for our fiscal year ended November 28, 2021.

Prior to 2022, our affiliate JK959 received revenue directly from sales to franchisees of required products or services from approved suppliers. JK959 is no longer a supplier of products or services to our franchisees.

JK959's revenues from the sale of required products, equipment and supplies to JFE franchisees during the fiscal year ending December 31, 2021 were \$400,904, or 16.5% of its total revenues of \$2,437,644. JK959 also received \$2,036,740 in rebates because of purchases of JFE-branded products from suppliers sold to franchisees. The sources of this information are the financial books and records of JK959.

In addition, we and our affiliates have the right to receive payments from unaffiliated suppliers on account of their actual or prospective dealings with you and other franchisees and to use the amounts received without restriction (unless we or our affiliates agree otherwise with the supplier) for any purpose we or our affiliates deem appropriate.

We estimate that your expenditure for required purchases of products, equipment and supplies from us, our affiliates, or our approved suppliers will range from 65% to 75% of your total initial investment and 45% to 50% of your monthly operating expenses.

Cooperatives

There are no franchisee purchasing or distribution cooperatives.

Negotiated Prices

We do not negotiate purchase arrangements with suppliers for the benefit of franchisees. Some suppliers will pay fees to us and/or our affiliates for products purchased through these negotiated agreements, and willingness to pay us and/or our affiliates fees may be a condition for approving a supplier. These fees will usually be based on an amount per case of product ordered and are expected to generally range from \$1 to \$24.50 per case.

Material Benefits

We do not provide any material benefits to you (for example, renewal or granting of additional franchises) based upon your purchase of particular products or services from us or use of a particular supplier.

Insurance.

You must maintain the following insurance coverages with limits that are set forth in the Franchise Agreement: commercial general liability insurance, workers' compensation, employer's liability, and other insurance to meet statutory requirements. If you have a Satellite Unit, you must maintain automobile liability insurance for owned and non-owned automobiles, including personal injury, wrongful death, and property damage.

We will provide you commercial general liability insurance for the JFE Unit under our group insurance policy and deduct your portion of the premium costs on a weekly basis. Your premium is calculated on the amount of sales at the Franchisee's JFE Unit.

All insurance policies must be issued by an insurance carrier or insurance carriers acceptable to us and must name JFE Franchising, Inc. as an additional insured, must contain a waiver of the insurance company's right of subrogation against us, and must provide that we will receive 30 days' prior written notice of termination, expiration, or cancellation of the policy. You must submit to us upon request a copy of the certificate of or other evidence of the renewal or extension of each insurance policy.

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ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement Sections 1.1, 1.4, 2, 5.1; Satellite Unit Addendum Section 1; Purchase Agreement Section 1	8, 11, 12
b. Pre-opening purchase/leases	Franchise Agreement Sections 6.7, 6.8, 6.10, 6.11(k)	5, 7, 8, 10, 11
c. Site development and other pre-opening requirements	Franchise Agreement Sections 5.1, 5.7, 6.3; Satellite Unit Addendum Section 4	5, 7, 8, 11
d. Initial and ongoing training	Franchise Agreement Sections 5.2, 5.5, 5.6, 6.3; Initial Training Agreement Section 1	11
e. Opening	Franchise Agreement Sections 5.4, 6.1	11
f. Fees	Franchise Agreement Section 3; Initial Training Agreement Section 1.2	5, 6, 7
g. Compliance with standards and policies/operating manual	Franchise Agreement Sections 1.2, 1.5, 5.3, 6, 8.3; Satellite Unit Addendum Section 4	8, 11, 14, 16
h. Trademarks and proprietary information	Franchise Agreement Sections 1.2, 1.5, 5.3, 6.11(c), 9, 10; Initial Training Agreement Section 2; Purchase Agreement Section 5.2	13, 14
i. Restrictions on products/services offered	Franchise Agreement Sections 1.3, 1.4, 1.5, 1.6, 2.3, 6.7, 6.8, 6.9, 6.11(b), 8.3; Satellite Unit Addendum Section 4(b)-(c)	8, 11, 12, 16
j. Warranty and customer service requirements	Franchise Agreement Section 6.11(c), 6.17; Purchase Agreement Section 4.6	11
k. Territorial development and sales quotas	Franchise Agreement Sections 1.6	12
l. Ongoing product/service purchases	Franchise Agreement Sections 3.7, 6.5, 6.7-6.10, 6.12	8, 11, 16
m. Maintenance, appearance, and remodeling requirements	Franchise Agreement Sections 2.4; 4.2(h); 6.11(i),(l)	8, 17

Obligation	Section in Agreement	Disclosure Document Item
n. Insurance	Franchise Agreement Section 13.2; Satellite Unit Addendum Section 4(e)	6, 7
o. Advertising	Franchise Agreement Sections 1.5, 3.13, 6.11(e), 6.13	6, 11
p. Indemnification	Franchise Agreement Section 13.1; Purchase Agreement Section 1.3, 6.2	6, 13
q. Owner's participation/management/staffing	Franchise Agreement Section 6.2, 6.11(n); Satellite Unit Addendum Section 4	11, 15
r. Records and reports	Franchise Agreement Sections 3.4, 7.1	6
s. Inspections and audits	Franchise Agreement Sections 3.11, 7.2, 8.1	6
t. Transfer	Franchise Agreement Section 11	17
u. Renewal	Franchise Agreement Sections 4.2; 4.3	17
v. Post-termination obligations	Franchise Agreement Section 12.4	17
w. Non-competition covenants	Franchise Agreement Section 15	17
x. Dispute resolution	Franchise Agreement Section 16.12; Purchase Agreement Section 7.4; Initial Training Agreement Section 3(b)-(c)	17
y. Others: Guarantee of franchisee obligations	Franchise Agreement Section 14.2	17

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ITEM 10 FINANCING

We finance certain expenses you incur from us in operating your sushi bar which we or our affiliates distribute directly, such as pH meters, labels and uniforms. Except as set forth here, we do not offer direct or indirect financing. We do not sell, assign, or discount any debt to a third party, and we do not receive any payments directly or indirectly for placing financing with any lender. There is no loan agreement that requires you to waive defenses or other legal rights, or which bars you from asserting a defense against a lender, as there is no lender. Neither we nor any affiliate will guarantee to third parties your notes, leases or obligations. We do not charge interest or finance fees on the financing we offer.

SUMMARY OF FINANCING OFFERED

Item Financed	Equipment and Small Wares (excluding Labeling Equipment, which you must purchase)
Source of Financing	Us
Down Payment	None
Amount Financed	\$500 to \$5,000
Term (Months)	Up to 3
Interest Rate	None
Monthly Payments	Varies from \$166.67 to \$1,666.67
Prepay Penalty	None
Security Required	None
Liability Upon Default	Termination of franchise; you must pay entire amount due and our attorney's fees and court costs and collecting the debt
Loss of Legal Rights Upon Default	Rights under the Franchise Agreement

Note 1: We lump all expenses together and deduct in one lump sum from commissions we pay you.

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

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

Pre-Opening Obligations. Before the opening of your JFE sushi bar, we will provide you with the following:

1. If you complete your training to our satisfaction, we will find a location within a Store for your JFE sushi bar. (Franchise Agreement § 2.1). Locations are chosen based on a number of factors, including, but not limited to, the general location, our agreement or our affiliate's agreement with a Store Owner, proximity to other JFE sushi bars, parking, size and quality of the Store, demographic information, and level of competition. A location can only be provided to you pursuant and subject to an agreement with the Store Owner, entered into by us or our affiliate, to supply the Store with a separate sushi bar department. As such, we will not own the location and the location will not be leased. Pursuant to the applicable agreement with the Store Owner, the Store Owner may terminate the JFE sushi bar or require adjustment to the way you operate your sushi bar. We are not required to disclose to you the terms of agreement with the Store Owner. You must comply with all rules, procedures and food safety requirements of the Store Owner set forth in the SOP Manual or otherwise by the Store Owner. You will be responsible for complying with all local ordinances and obtaining any permits required for your JFE sushi bar. There is no time limit within which we must select or approve a location.
2. If you are buying a franchise for an existing JFE sushi bar, we or our affiliate may sell you the equipment, furniture and inventory. Copies of the Purchase Agreement and Bill of Sale are attached as Exhibit E to this franchise disclosure document. (Purchase Agreement, §1.1).
3. We may as necessary assist you with obtaining the governmental approvals, licenses, permits and other permissions necessary to operate your JFE sushi bar. You will ultimately be solely responsible for complying with all applicable laws and obtaining the necessary approvals, licenses, and permits. We do not assist you in hiring employees. (Franchise Agreement, §5.7).
4. The Store Owner will have sole control over and will be responsible for the build out, development, specifications and layouts of the JFE sushi bar as provided. (Franchise Agreement, §5.1).
5. You must purchase from our approved suppliers any required equipment, signs, fixtures, opening inventory and supplies as set forth in the JFE Operating Manual. Fixtures and signs will be installed by you, unless installed by the Store Owner. You must keep all equipment, signs, and fixtures in good repair. (Franchise Agreement §§6.7 - 6.11).
6. We will provide to you and allow you to borrow a copy of the JFE Operating Manual, Hot Food Playbook and SOP (Standard Operating Procedures) Manual (collectively, "Operating Manuals"), that we generally furnish to franchisees for use in operating a JFE sushi bar (Franchise Agreement § 5.3). The Operating Manuals contain mandatory and suggested specifications, standards, operating procedures and rules

that we prescribe from time to time for operation of a JFE sushi bar and information relating to your other obligations under the franchise agreement and related agreements. We may improve, further develop or otherwise modify from time to time our franchise system, and the Operating Manuals may be periodically modified, updated and revised. (Franchise Agreement § 5.3). The JFE Operating Manual contains 50 pages, the Hot Food Playbook contains 39 pages and the SOP Manual contains 63 pages. The tables of contents for these 3 Manuals are attached as Exhibit F.

7. We will provide you opening assistance as you request, or as we determine is necessary. (Franchise Agreement § 5.4).
8. We will provide you and your employees with training as described in the “Training Program” table below, unless you already have received our training. (Franchise Agreement § 5.2).

Time Between Signing Franchise Agreement and Opening of Franchisee’s Business. If you complete your training to our satisfaction and we decide to grant you a franchise, then typically you start operating a new JFE sushi bar within 14 to 21 days after you sign our franchise agreement. For an existing JFE sushi bar that you purchase from us, we estimate the time from franchise agreement signing to operating is within 14 to 21 days after you sign. In some cases, delay by the Store Owner in providing the JFE sushi bar kiosk may delay opening. You will generally be required to open within two (2) months from the date of signing the franchise agreement, or the date requested by Store Owner, whichever is earlier. (Franchise Agreement § 6.1).

Continuing Obligations. After you open your JFE sushi bar, we will provide you with the following:

1. We will furnish such other guidance and operating assistance to you as we deem appropriate. This guidance and operating assistance may come in the form of bulletins or other written materials, telephonic consultations, and consultations at our offices or your location. Our assistance may consist of guidance with respect to (a) methods and operating procedures, (b) preparation, purchasing of ingredients, and marketing of JFE sushi and related products and other approved products, materials, and supplies, and (c) the establishment and operation of administrative, sales, and general operating procedures. (Franchise Agreement § 5.5).
2. We will coordinate the Store Owner providing you the JFE Unit kiosk (including the refrigerated display cases and sink), power, storage, and refrigeration (including adequate space in Store Owner’s refrigerator/freezer) to store fresh ingredients as necessary to operate the JFE Unit. (Franchise Agreement §5.1).
3. We will provide you, and you must purchase from us, our affiliates, or our approved suppliers, any required equipment, signs, fixtures, opening inventory and supplies as set forth in the JFE Operating Manual. Fixtures and sign will be installed by you, unless installed by the facility owner. You must keep all equipment, signs, fixtures in good repair. (Franchise Agreement §§ 6.7-6.11). For only those items provided by us directly, we will replace or refund items that do not meet our specifications, quality control procedures and formulas. (Franchise Agreement § 6.17).

4. We will provide ongoing research and development as to new food items that you will offer to your customers. We will inform you of new products that you will be required to sell. (Franchise Agreement §§ 5.5 and 6.5).
5. We will provide you management assistance as you request, or as we determine is necessary. (Franchise Agreement § 5.6).
6. We will make available for you at our discretion training programs for you and your employees. (Franchise Agreement §§ 5.2 and 6.3). We do not provide assistance in hiring employees.
7. We will provide recommended resale prices or pricing schedules and provide pricing labels conforming to the recommended pricing. You will have the right to determine your own pricing, provided however, that in the event you want to charge a price or prices that differ from the recommended pricing, then you will have to pay fees or reimburse us for fees incurred. When it is allowed by law, we will specify maximum and minimum prices for products sold at your JFE sushi bar. (Franchise Agreement § 6.11).

Advertising. We do not have an advertising program and we are not obligated to conduct advertising on your behalf. We are not required to spend any amount on advertising in your area or territory. You are not permitted to advertise your JFE sushi bar in any format, including, but not limited to, print, radio, television, Internet, social media, or other electronic media. (Franchise Agreement § 6.13). We may in the future designate a geographic area, defined by radius of miles from a designated location, as an advertising cooperative that you must participate in. You will be required to participate and contribute to the cooperative if your location lies within the designated area. We can set the amount (but not to exceed 1.5% of Gross Sales) you and other JFE franchisees contribute to any advertising fund operated by the cooperative. There is no requirement for locations that we own to contribute to the fund. The cooperative will operate according to governing documents that we prepare or consent to. (Franchise Agreement § 3.13). We can decide who administers the cooperative. There are no current requirements for cooperatives to prepare annual or periodic financial statements. We have the power to form, change, dissolve or merge cooperatives at our discretion. You are not required to participate in any other advertising fund. There are no current advertising councils composed of franchisees that advise us on advertising policies. Franchisor-owned outlets have no voting power on fees imposed by franchisee cooperatives.

Computer System. We do not require you to buy electronic cash registers or cash systems. You will be required to use the facility owner's cash registers and systems, and all food purchases by your customers are normally handled through supermarket cash registers or the registers of the facility where your JFE sushi bar is located. The Store Owner will provide Gross Sales data to us for your location.

You must either lease or purchase a computer system and software to print such labels and exchange data with us, according to our specifications.

Prior to opening your business, you must purchase designated pricing label equipment from JFE or our approved supplier. The purchase price of the equipment ranges from \$699 to \$3,000, plus shipping costs ranging from \$10 to \$100. You must also purchase pricing labels which are compatible with the label equipment. The cost of a set of labels is \$72 per box (18 rolls), for a 250-count self-adhesive labels per roll. None of these costs are refundable.

You must maintain the computer system and software in good repair. We may charge you for repairing or replacing your computer system and/or software. An estimate of that cost is \$30 to \$300. There are no contractual limits on the frequency and cost of your obligation to maintain, upgrade, and update the computer systems in conformance with our directives. If implemented, the system will report data to us such as the type and number of labels printed by you, and we will have independent access to the information and data generated and stored in the system. There are no contractual limits on our right to access this information. You may be required to use preprinted labels for products you sell.

Training. Before you open your JFE sushi bar, you must successfully complete our initial training program to our satisfaction at our headquarters in Houston, Texas, or such other location as we may designate. You must complete your initial training within 4 weeks after signing your Franchise Agreement and at least 1 week prior to opening your sushi bar. You must execute our Initial Training Agreement (Exhibit C) and pay a training fee of \$500 per person for you and any employee before training begins. Any of your employees who will prepare or handle food items must attend and successfully complete our training program. You will be responsible for all expenses to complete the initial and any additional training program, including travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by you and your employees. If you have previously owned, operated and/or served as a manager for a JFE sushi bar within the prior 2 years, we may waive the training requirement based on your experience. (Franchise Agreement §§ 5.2 and 6.3). Our initial training programs cover the following subjects:

Training Program
Initial Training Program, 20 Hours (For franchisee and any proposed manager)

Subject	Hours of Classroom Training	Hours of Training On-The-Job	Location
JFE Sushi Academy Orientation and Introduction: Orientation; Class schedule; Sign-in; Provision of supplies; Quiz; Franchise basics; Document (assumption of risk and waiver of liability)	1.0 Hours	N/A	JFE Sushi Academy or the location we designate
Sushi Training: Product preparation; sushi production training and evaluation.	13.5 Hours	N/A	JFE Sushi Academy or the location we designate
Sanitation and Safety: daily logs; labeling products; SOP.	3.0 Hours Instructions regarding use of pH meter, daily logs, inspections; reporting; fines	N/A	JFE Sushi Academy or the location we designate
Business Management & Administration: staffing; sales; labeling, record keeping; payment; taxes, operating issues	1.0 Hours	N/A	JFE Sushi Academy or the location we designate

Student Evaluation: quiz & testing	0.5 Hours	N/A	JFE Sushi Academy or the location we designate
Q & A and Feedback: frequently asked questions; course evaluation	0.5 Hours	N/A	JFE Sushi Academy or the location we designate
Graduation Ceremony: return supplies; clean-up; chef interview completion ceremony	0.5 Hours	N/A	JFE Sushi Academy or the location we designate

We provide you an initial training program that covers material aspects of operating your JFE sushi bar. This training is offered on an as needed basis at our headquarters in Houston, Texas or at another location that we designate.

Training will be under the direction of Mr. Kevin Ho. Mr. Ho has been employed by us since May 2019. He has 20 years of experience in all aspects of sushi bar operations, including all subjects taught as part of our initial training program, having worked in sushi restaurants in the U.S.A.

We utilize the JFE Operating Manual as the training materials.

Any new proposed manager and employees who prepare and/or handle food items at your JFE sushi bar shall also be required to attend and complete the Initial Training Program to our satisfaction, at the then current training fee.

You and each of your employees will also be required to complete all training on food preparation and handling in accordance with the standards required by law, including but not limited to the Food Manager certification (for Franchisee and Franchisee’s managers), and the Food Handler Training (for all Franchisee employees).

In addition to the initial training program, you and your employees may be required to attend and complete all other refresher, remedial, and supplemental training or other training programs as may be required by us or the facility owner from time to time, or as required by applicable law. We charge \$500 per person for remedial training and refresher courses.

All training will be furnished at a place and time designated by us, and you will be responsible for all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by you and your employees.

All training fees for any program are nonrefundable.

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ITEM 12 TERRITORY

Our franchise agreement grants to you the right to own and operate a JFE sushi bar at a specific location in supermarkets, grocery stores or other third-party facilities as may be determined by us. You may not operate your JFE sushi bar at any site other than the location specified in the franchise agreement, except for any satellite location which we may grant pursuant to a satellite location addendum. You will not have any minimum territory. In some cases, the Store Owner may remodel or upgrade your JFE sushi bar's appearance, layout, and/or design, and or relocate your JFE sushi bar's location within the store. Such remodeling and/or upgrades of your JFE sushi bar will be done at the Store Owner's cost and expense, but you must cooperate with the Store Owner with respect to such remodeling or upgrade. You may not relocate your JFE sushi bar, unless you receive our prior written consent. The franchise agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises.

If you wish to operate more than one location or a satellite location, we will consider the following factors as to whether to grant you the right to operate an additional JFE sushi bars or a satellite location: i) availability and suitability of another location; ii) whether you are financially able to operate more than one location, as determined in our sole discretion; iii) whether you have the resources and capability to operate more than one location as determined in our sole discretion. Additionally, you must execute an additional franchise agreement or satellite location addendum and pay any applicable fees. Unless you sign an additional franchise agreement or satellite location addendum, you will not have any right to operate such locations.

If you and we mutually agree that a new and different location is available and preferred, you and we may mutually terminate this Agreement and enter into a new franchise agreement in the form then being used by us. If you elect to terminate your existing JFE sushi bar and obtain a new franchise at a different location, you must pay the then-current initial franchise fee we charge for the new unit.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Other sushi businesses, including other JFE sushi bar locations, may operate close by to your particular location. We and our affiliates reserve the right to use other methods of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales at any location regardless of the proximity to the location of your JFE sushi bar using our principal trademarks and/or trademarks different from the ones you will use under the franchise agreement. Our affiliate has plans to use other channels of distribution to market products under our Marks. Neither we nor our affiliates are required to compensate you for any sales that we or our affiliates make through these other methods.

You are not permitted to solicit or accept orders from customers outside of your specific location. You are not permitted to use other distribution methods such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your specified location(s). You may not solicit or accept orders for the wholesale sales of any products without receiving our prior written consent.

As disclosed in Item 1 of this disclosure document, our affiliate, Bento Sushi Franchise, Inc. ("BSFI"), offers franchises in the United States under the name and mark "BENTO SUSHI."

BSFI has offered BENTO SUSHI franchises in the United States since May of 2016, and it intends to continue selling franchises throughout the United States.






The products sold by franchisees of BSFI are sushi and related products, similar to the sushi and related products that you will sell. However, our seasonings and sauces are different from those of BSFI. The distribution method of BSFI is similar to our distribution method, namely, the retail sale of pre-packaged sushi meals from sushi counters located in grocery stores, retail stores and other locations. Some of the outlets of BSFI are owned and operated by franchisees or some by an affiliate of BSFI. Neither BSFI nor its franchisees will solicit orders within your specific franchise location. Neither BSFI nor you are granted any territorial rights, so it is possible that Bento Sushi businesses owned by BSFI or its franchisees may sell BENTO SUSHI products within your general geographic area, but not within your specific franchise location.

We do not anticipate any conflicts between us and you, and between our franchisees and franchisees of BSFI regarding territory, customers, and franchisor support. Since neither BSFI franchisees nor our franchisees are granted territorial rights or protections, conflicts regarding territory should not arise. In connection with customers, there will be no conflicts, since BENTO SUSHI products and our branded products will not be offered or sold at the same location. Finally, BSFI and we are completely separate companies, with offices in different parts of the country. BSFI's principal place of business is at 1200 US Highway 22, Suite 11, Bridgewater, New Jersey 08807, while our principal place of business is in Houston, Texas. BSFI and we have completely different management and support staff, and neither company interacts with the franchisees of the other company. So there should be no conflicts between our franchisees and franchisees of BSFI regarding franchisor support.

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ITEM 13 TRADEMARKS

We are granting you pursuant to the franchise agreement the right to use the Snowfox trademarks identified in the table below. The '969 and '697 trademarks will be the primary marks. We or our affiliates have used the name Snowfox in the sushi business with various stylings for a number of years without any known instance of opposition or conflicts. We own the following trademark registrations on the Principal Register ("JFE Marks"). We can provide to you copies of the U.S. trademark registration files on request, or you can visit the United States Patent and Trademark Office ("USPTO") website at www.uspto.gov to see the official documents filed for any of these trademarks.

Mark	Registration Number	Registration Date
	4,828,969	October 6, 2015
SNOWFOX	4,540,697	May 27, 2014
SUSHIBOX	5,727,957	April 16, 2019
	4,534,710	May 20, 2014
	4,467,497	January 14, 2014
 JFE and logo design	4,478,159	February 4, 2014
 JFE and logo design	4,334,713	May 14, 2013

You will receive a non-exclusive license for these trademarks as part of the franchise agreement. As of the effective date of this disclosure document, all required affidavits were filed. We intend to renew the registrations and to file all appropriate affidavits at the appropriate times required by law.

There are no effective agreements that significantly limit our rights to use or license the use of the trademarks listed in this section in a manner material to the franchise.

You must follow our rules when you use our trademarks. You cannot use a JFE name or mark as part of a corporate name, and you cannot use our marks with modified words,

designs, or symbols, except for those which we license to you. You may not use our trademarks in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing. In some situations, you will do business under a different name or a general description of the product, as may be required by us. If we require, you may have to stop using our trademarks, use our marks in a limited fashion, and/or use a different mark or name as we may designate. We are not required to pay for the costs related to you using a new name or mark, and we will not be responsible for any claims related to stopping or changing your use of the name or trademark.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court; nor any pending infringement, opposition, or cancellation proceedings relating to the JFE Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

You must notify us if you become aware of any potentially infringing use of our trademark. We will take action as necessary, and you will not have separate rights to do so. You must also notify us if a third-party claims that you are infringing their trademark because of the use of our trademark. If you are using our trademark in accordance with our franchise agreement, we will at our cost determine the appropriate action in order to defend or handle the claims. If you are in violation of our franchise agreement, you must pay for the costs of defense. In all cases, you will be required to cooperate with us. In all instances, we have the sole right to determine how to handle any issues related to our trademark, including litigation.

We are not aware of any superior prior rights or infringing uses that could affect your use of the principal trademark.

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ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

As of the date of this disclosure document, we are not aware of any patents that are material to the franchise and do not have any pending patent applications that are material to the franchise. There are no material proceedings pending in the USPTO or any court.

Copyrights

We do not own rights in, or licenses to, registered copyrights that are material to the franchise and you do not receive the right to use any item covered by a registered copyright. However, we assert a common law copyright on the contents of the Operating Manuals and only you or your authorized employees can have access to and use the proprietary information in the Operating Manuals.

Our intellectual property, whether the subject of a patent, copyright or not, also is protected by common law principles which limit the use of our confidential proprietary information, except as we have licensed it. We will enforce those rights as we determine.

Proprietary Information – Confidential Operations Manual

During the term of the franchise agreement, we will loan to you our confidential Operating Manuals. The Operating Manuals are our proprietary property and you must return them upon termination of the franchise agreement or at any time at our request. You must not photocopy or keep in any form any part of the Operating Manuals without our written consent.

You must use your best efforts to keep confidential the information in the Operating Manuals, their supplements, and any other materials or information designated by us as confidential. You may not provide your employees access to the Operating Manuals without our written approval.

You must comply with all provisions in the Operating Manuals, including any supplements or amendments that we provide. You are responsible for keeping your copy of the Operating Manuals current with the latest version and updates provided by us. The provisions in our master copy will control any disputes that arise. You agree to comply with revisions to the Operating Manuals that we may make from time to time, provided the revisions do not implement new or different requirements which alter the fundamental terms and conditions of the franchise agreement.

Confidential Information/Trade Secrets

We will be disclosing to you proprietary information, trade secrets and specific know-how related to our materials, product recipes, food preparation, methods of operation of your franchise, and customer data. You must not disclose any of our proprietary rights, confidential information, trade secrets or know-how, except as authorized in the franchise agreement. You cannot use our proprietary information in any activity other than operating your franchise. You may not sell, lease, or otherwise use any customer data other than in connection with operating your franchise. You must maintain adequate security in the control, use, and handling of our proprietary materials, including, but not limited to the Operating Manuals. All your officers and employees with management responsibilities who

can access our proprietary materials must sign a confidentiality agreement in substantially the form attached as Exhibit C to the franchise agreement. You must immediately notify us of any unauthorized use of our trade secrets.

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

You must personally and actively participate in the direct operation of your JFE sushi bar. This means that the JFE sushi bar must at all times be under direct, day-to-day, full-time supervision by you or a full-time manager that has the training required for the management of the JFE sushi bar. We recommend on-premises supervision by you at all times. You do not have limits on who you can hire as a manager, but you, any manager, and any employees who prepare or handle food items must successfully complete our initial training program to our satisfaction. If your JFE sushi bar is operated by a manager, you are still required to be personally and actively involved in operations and remain fully responsible for such location. Your manager does not have to have any ownership interest (if franchisee is a business entity), but your manager must sign a confidentiality agreement in substantially the form attached as Exhibit C to the franchise agreement.

For a satellite unit, you must perform all food preparation only at your already existing JFE sushi bar location. You or your personnel must inspect and stock the satellite unit at least once daily and cause a sufficient amount of sushi and/or other food products to be placed in the display case by 9:00 a.m. every day. We can revise these requirements from time to time.

You must always faithfully, honestly and diligently perform your obligations under the franchise agreement, continuously exert your best efforts to promote and enhance your JFE sushi bar and not engage in any other business or activity that conflicts with your obligations to operate the JFE sushi bar in compliance with the franchise agreement. We may require you to send us digital photos and streaming video from your JFE sushi bar in the frequency we request (may be daily), and in the form and manner we reasonably require. If the franchisee is a legal entity, all owner(s) of the entity must sign a personal guaranty.

ITEM 16 RESTRICTIONS ON WHAT YOU MAY SELL

We require that you offer and sell only those food products and related products approved by us. If you wish to sell other items, you must first obtain our approval in writing.

You must offer all food and other products that we designate as required for all franchises. We have the sole right to change the types of authorized products sold, and we may periodically add or delete products required to be sold at your franchise. We have the sole right to develop new products to be offered for sale. You are prohibited from removing any required products on the menu. If you wish to remove any products for sale, you must first obtain our approval in writing.

If you desire to purchase any items from any source other than an approved supplier of ours, we will at your request test and evaluate such sources and approve or disapprove such

sources and products based on our tests. You must pay us an Alternative Supplier Evaluation Fee of \$1,000 per requested application plus all expenses incurred by us for researching and evaluating the new supplier or product, including laboratory testing costs. Any proposed supplier requested must demonstrate to our reasonable satisfaction that it and its products meet our specifications, and that it is of good standing in the business community with respect to its financial capabilities and the reliability of its products and services. The proposed supplier must meet our standards, including, of quality, consistency, reliability, financial capability, and production capacity.

In the event that you offer to sell unapproved products or remove required products without obtaining our prior written permission, we may take action, including, but not limited to, terminating your franchise agreement.

You must operate your JFE sushi bar in strict conformity with all methods, policies, procedures and standards as described in the Confidential Operations Manuals and in any other document we may provide to you. You must use your designated location inside the market only for the operation of your JFE sushi bar and a satellite unit, if any. You cannot operate any other business at or from your location without our express prior written consent.

You are not permitted to solicit or accept orders from customers outside of your specific location. You are not permitted to use other distribution methods such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your specified location(s). You may not solicit or accept orders for the wholesale sales of any products without receiving our prior written permission.

You must fill orders placed by customers through all Third Party Delivery Services that your Store Owner has approved. A “Third Party Delivery Service” is a company or business through which customers purchase menu items from Franchisee’s sushi kiosk, that delivers said menu items to the customer at a location other than the Store where Franchisee’s sushi kiosk is located. Such orders will be placed through your tablet machine or other equipment we may designate.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Franchise Agreement Section 4.1 Satellite Unit Addendum Section 2	Term of franchise agreement is 3 years but can be terminated earlier if the Store in which your JFE Unit located ends their agreement with us. For a satellite unit, the term matches the franchise agreement, but can be terminated earlier by us at any time upon 7 days’ notice or by you with 30 days’ notice.
b. Renewal or extension	Franchise Agreement Section 4.2	If you meet the specified conditions outlined in this section, you can obtain a successor franchise and extend the term for additional 3 years or on such terms as set forth in the then-current franchise agreement. That franchise agreement may have

Provision	Section in Franchise or other Agreement	Summary
	Franchise Agreement Section 4.3	<p>materially different terms and conditions than in your original Franchise Agreement.</p> <p>Franchisor may offer to extend the terms of the agreement on a month-to-month basis after the expiration of a term until such time that Franchisor can lawfully offer a then current form of agreement.</p>
c. Requirement for franchisee to renew or extend	Franchise Agreement Section 4.2	<p>There is no automatic right to renewal or option to extend. Renewal means the extension of the term of your JFE Unit for additional 3 years or on such terms as set forth in the then-current franchise agreement. Conditions include: continuous compliance with franchise agreement; compliance with Operating Manuals and specifications; proper 6 month to 12 month notice; signing then current franchise agreement, continuing right to use the facility in which your JFE Unit is located; that we are granting new franchises in the U.S. at the applicable time; compliance with additional training requirements; agreement to cooperate with any remodel, upgrade or relocation, execution by you of a general release; and your payment of successor franchise fee. The successor franchise agreement and other agreements you are required to sign may contain terms and conditions materially different from those initially signed.</p>
d. Termination by franchisee	Franchise Agreement Section 12.3 Satellite Unit Addendum Section 2	<p>You can terminate the franchise agreement effective on 90 days' notice, or earlier if we agree.</p> <p>You can terminate a satellite unit addendum at any time for any or no reason upon 30 days' notice.</p>
e. Termination by franchisor without cause	Franchise Agreement Section 12.1 Satellite Unit Addendum Section 2	<p>We cannot terminate the franchise agreement without notice of default, unless related to non-curable defaults as outlined in Section 12.2. However, your franchise agreement can be terminated earlier if the Store in which your JFE Unit located ends their agreement with us.</p> <p>We can terminate a satellite unit at any time for any or no reason upon 7 days' notice.</p>
f. Termination by franchisor with cause	Franchise Agreement Sections 12.1 and 12.2	<p>We can terminate if we provide you with 15 days' notice of breach and you do not cure the breach within that specified period. We can terminate immediately and effective on delivery of notice upon the occurrence of certain events, such as your failure to timely begin operation, failure to pay, breach of confidentiality or non-competition terms, or your bankruptcy, among other non-curable defaults. We can consider a default of one agreement between you and us as a default of all agreements between you and us. In addition, your franchise agreement can be terminated earlier even if you are not in default if the Store in which your JFE Unit located ends their agreement with us.</p>
g. "Cause" defined – curable defaults	Franchise Agreement Sections 12.1 and 12.2	<p>You generally have 15 days to cure a curable default, unless otherwise provided by law or otherwise specified below. For any failure to make a</p>

Provision	Section in Franchise or other Agreement	Summary
		required payment or report or return the Operating Manuals, execute a guaranty, or comply with law, you have a cure period of 5 days. Any violation of health, safety, or sanitation laws, or rules, procedures or food safety requirements of the Store Owners, requires you to cure within 24 hours.
h. "Cause" defined – non-curable defaults	Franchise Agreement Section 12.2	Except as otherwise provided by law, non-curable defaults include: failure to begin operating the JFE unit within the time specified; any misrepresentation or failure to provide material facts by you in obtaining the franchise; any failure to use only products and supplier approved by us; breach of confidentiality, indemnity insurance or noncompetition obligations failure to complete additional training; failure to operate or abandonment of your JFE unit; loss of the right to use the Store where the JFE unit is located; curable defaults that cannot be cured in the time provided; any bankruptcy or like filing in effect more than 60 days, or any assignment for the benefit of creditors by you; you or any officer, shareholder, employee, member or agents are convicted or plead no contest to any felony that reflects unfavorably upon us; your failure to comply with transfer requirements; any dissolution of entity that is the franchisee; if you receive 2 or more default notices within any consecutive 2 year period; any unauthorized use or disclosure of or failure to return the Operating Manuals; failure to sign or violation of a confidentiality agreement; misuses or unauthorized use of any of the components of JFE System or any other act which materially impair JFE's business, reputation or goodwill; any attempt to make payments to obtain improper benefits in violation of JFE policies; any reasonable determination by us that your continued operation of the JFE unit would result in danger to public health or safety.
i. Franchisee's obligations on termination/non-renewal	Franchise Agreement Section 12.4	You must immediately cease operating your JFE unit and stop using the JFE Marks, trade secrets, the System, and Operating Manuals. You must also return the Operating Manuals, pay all amounts owed to us, and vacate the Store in which your JFE unit was located. You must provide all necessary assistance and cooperation for the orderly wind down of your operations.
j. Assignment of contract by franchisor	Franchise Agreement Section 11.1 Purchase Agreement Section 7.3 Initial Training Agreement Section 3(h)	We can assign and transfer our rights and obligations under the franchise agreement at any time without your consent. Seller may assign this Agreement and its rights, interests or obligations hereunder to any affiliate of Seller No limitation on our right to assign.
k. "Transfer" by franchisee-defined	Franchise Agreement Section 11.2	Transfer is the voluntary or involuntary, direct or indirect, sale, assignment, transfer, or other disposition of the franchise agreement, the JFE unit, or any rights granted to you, and include the sale of an interest in any entity that you use to operate the

Provision	Section in Franchise or other Agreement	Summary
		JFE unit.
l. Franchisor approval of transfer by franchisee	Franchise Agreement Section 11.3	You must provide notice to us regarding any proposed transfer, and we can approve, disapprove, or elect to become the transferee within 60 days of receipt of certain information unless otherwise extended.
m. Conditions for franchisor approval or transfer	Franchise Agreement Section 11.4	Any consent by us to a transfer will require at least the following: you to be fully compliant under the franchise agreement and all other related agreements and current in all payment obligations including with all suppliers/trade accounts; you will continue to comply with indemnity, insurance and noncompetition provisions after a transfer; you must provide all documentation requested by us and pay a transfer fee; the transferee must submit an application and meet our qualifications; the transferee must attend, pay for and complete to our satisfaction all required training, the transferee must timely obtain all required licenses and permits; the facility owner must consent; the transferee must assume all of your obligations and sign the current franchise agreement (but with the term capped at the length of your term); you must execute a general release; the transfer must comply with all laws; your right to receive payment from the transfer comes after our right to collect money owed by you to us; and, the transferee and principals, if any, must execute all documents required by us.
n. Franchisor's right of first refusal to acquire franchisee's business	Franchise Agreement Section 11.3	When you give notice to us regarding a proposed transfer, we may elect to become the transferee within 60 days of receipt of certain information, unless otherwise extended.
o. Franchisor's option to purchase franchisee's business	Franchise Agreement Section 11.3	When you give notice to us regarding a proposed transfer, we may elect to become the transferee within 60 days, of receipt of certain information, unless otherwise extended. Otherwise, we have no option to buy your JFE unit.
p. Death or disability of franchisee	Franchise Agreement Section 12.2	If you are an individual franchisee, we may terminate the franchise agreement upon your death or disability.
q. Non-competition covenants during the term of the franchise	Franchise Agreement Sections 9.3; 15	During the term, you or any member of your immediate family cannot own or operate, accept employment, or hold an interest in any capacity for any quick service food business that serves sushi or related products in the United States. This restriction does not apply for ownership of securities traded or listed on a stock exchange that represents 1% or less of the same class of securities.
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement Section 15	After the term, you cannot own or operate, accept employment, or hold an interest in any capacity for any quick service food business that serves sushi or related products, within 5 miles of your former JFE unit or any franchisee or company operated JFE location, for a period of 2 years.
s. Modification of agreement	Franchise Agreement Section 5.3, 6.5, 16.7	Modification requires both of us to sign in writing, but we can modify the Operating Manuals or make any changes to System in our discretion at any time.

Provision	Section in Franchise or other Agreement	Summary
	Purchase Agreement Section 7.5; Initial Training Agreement Section 3(g)	Modification requires both of us to sign in writing.
t. Integration/ merger clause	<p>Franchise Agreement Section 16.7</p> <p>Purchase Agreement Section 7.7</p> <p>Initial Training Agreement Section 3(g)</p>	<p>Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement or made prior to the franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.</p> <p>Only the terms of the purchase agreement are binding (subject to state law) regarding the purchase of the JFE unit, if you are buying an existing location. Any representations or promises outside of the agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.</p> <p>Only the terms of the agreement are binding and supersede and replace any prior or contemporaneous agreements. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.</p> <p>The provisions of section 17(t) above are subject to state law.</p>
u. Dispute resolution by arbitration or mediation	<p>Franchise Agreement Section 16.12</p> <p>Purchase Agreement Section 7.4</p> <p>Initial Training Agreement Section 3(c)</p>	<p>We agree to use our best efforts to settle a dispute but if we cannot resolve the dispute within 30 days of notice of dispute, we will submit to non-binding mediation. If mediation is not successful in settling the entire dispute within 30 days after the conclusion of a mediation conference, binding arbitration is required under AAA rules for all unresolved issues. However, we are <u>not</u> required to mediate or arbitrate, and can file a lawsuit in federal court, for any claim arising from your alleged infringement of our intellectual property rights. Except with regard to any injunctive relief franchisor may seek, both parties agree to first make a good faith effort to settle any other disputes for 30 days before filing suit.</p> <p>If we cannot resolve a dispute within 30 days of notice from the other party of a dispute, any unresolved disputes will be submitted to binding arbitration under AAA rules.</p> <p>Disputes are not required to be mediated or arbitrated and can be brought in state or federal court sitting in the county of our principal place of business.</p>

Provision	Section in Franchise or other Agreement	Summary
		The provisions of section 17(u) above are subject to state law.
v. Choice of forum	Franchise Agreement Section 16.12 Purchase Agreement Section 7.4 Initial Training Agreement Section 3(b)	Arbitration is required to be conducted in Harris County, Texas; any lawsuit for alleged infringement of our intellectual property rights is required to be litigated in a federal court sitting in Harris County, Texas. Court of law in Harris County, Texas. Venue of any action will be Harris County, Texas; arbitration is required to be conducted in Harris County, Texas. The provisions of section 17(v) above are subject to state law.
w. Choice of law	Franchise Agreement Section 16.12 Purchase Agreement Section 7.4; Initial Training Agreement Section 3(b)	Subject to state law, Texas law applies unless otherwise required by other state or federal laws; for any claim of infringement by you of our intellectual property rights, the United States Trademark (Lanham) Act applies. Texas law applies unless otherwise required by other state or federal laws.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Stacy Kwon at 2021 Bingle Road, Houston, Texas 77055 and (713) 463-7777, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1 – Systemwide Outlet Summary for Years 2019 to 2021

The figures in Tables 1 through 4 for 2019 are as of December 31, our fiscal year end for 2019. The figures in Tables 1 through 4 for 2020 and 2021 are as of November 29, 2020 and November 28, 2021, our fiscal year ends for 2020 and 2021, respectively.

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the year</u>	<u>Net Change</u>
Franchised Outlets	2019	689	804	+115
	2020	804	877	+73
	2021	877	1162	+285
Company-Owned Outlets	2019	2	63	+61
	2020	63	2	-61
	2021	2	1	-1
Total Outlets	2019	691	867	+ 176
	2020	867	879	+ 12
	2021	879¹	1163¹	+284

Note 1 – Prior to the date of this disclosure document, JFE, Inc and/or its affiliates entered into contracts to operate or let others operate sushi bars in grocery stores and supermarkets under a different program. These arrangements were established before the establishment of our company. The total number of outlets includes 3 contract-operated outlets in Texas owned by Wayne Corp.

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**Table 2 – Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor) for Years 2019 to 2021**

Below is a list of transfers from franchisees to new owners other than JFE Franchising, Inc.

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
Alaska	2019	1
	2020	0
	2021	0
Arizona	2019	18
	2020	10
	2021	9 ¹
Arkansas	2019	1
	2020	0
	2021	3 ¹
California	2019	4
	2020	0
	2021	4
Colorado	2019	31
	2020	24
	2021	15 ¹
Florida	2019	11
	2020	9
	2021	9 ^{1,2}
Hawaii	2019	1
	2020	2
	2021	0
Idaho	2019	1
	2020	2
	2021	0
Illinois	2019	0
	2020	1
	2021	1
Indiana	2019	5
	2020	2
	2021	3
Iowa	2019	1
	2020	0
	2021	0
Kentucky	2019	1
	2020	0
	2021	1
Maryland	2019	1
	2020	3
	2021	0
Michigan	2019	32
	2020	32
	2021	46 ^{1,2}
Minnesota	2019	1
	2020	0
	2021	0
Mississippi	2019	0
	2020	0
	2021	1
Montana	2019	0
	2020	1
	2021	0

State	Year	Number of Transfers
Nevada	2019	5
	2020	10
	2021	3 ¹
New Jersey	2019	0
	2020	2
	2021	0
North Carolina	2019	3
	2020	0
	2021	0
North Dakota	2019	2
	2020	2
	2021	2 ¹
Ohio	2019	24
	2020	24
	2021	34 ^{1,2}
Oklahoma	2019	0
	2020	1
	2021	1 ¹
Oregon	2019	2
	2020	0
	2021	7 ²
Pennsylvania	2019	0
	2020	12
	2021	17 ^{1,2}
Tennessee	2019	0
	2020	1
	2021	1
Texas	2019	42
	2020	29
	2021	27 ^{1,2}
Utah	2019	3
	2020	2
	2021	1
Virginia	2019	3
	2020	10
	2021	15 ¹
Washington	2019	3
	2020	1
	2021	5 ^{1,2}
West Virginia	2019	0
	2020	0
	2021	3 ¹
TOTAL	2019	196
	2020	180
	2021	208

Note 1 – Some of these transferors remained with JFE as a franchisee by operating a different location. For 75 out of 208 outlets transferred in 2021 (1 in Arkansas, 3 in Arizona, 5 in Colorado, 1 in Florida, 18 in Michigan, 1 in Nevada, 2 in North Dakota, 16 in Ohio, 1 in Oklahoma, 7 in Pennsylvania, 11 in Texas, 4 in Virginia, 2 Washington and 3 in West Virginia), the transferors continue to operate at least 1 other outlet in the JFE franchise system.

Note 2 – There were 10 outlets (1 in Florida, 4 in Michigan, 1 in Ohio, 1 in Oregon, 1 in Pennsylvania, 1 in Texas and 1 in Washington) which changed ownership twice in 2021.

These outlets were transferred the first time by sale to new franchisees. The second transfer was also by sale.

Table 3 - Summary Status of Franchisee-Owned Outlets for Years 2019 to 2021

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year¹</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by JFE</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at the End of the Year</u>
Alaska	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Arizona	2019	74	6	0	0	0	0	80
	2020	80	4	0	0	0	0	84
	2021	84	1	0	0	0	0	85
Arkansas	2019	6	0	0	0	0	0	6
	2020	6	1	0	0	0	0	7
	2021	7	12	0	0	0	0	19
California	2019	19	1	0	0	0	0	20
	2020	20	0	0	0	0	0	20
	2021	20	1	0	0	0	0	21
Colorado	2019	102	2	1	0	0	0	103
	2020	103	5	1	0	2	0	105
	2021	105	0	0	0	0	0	105
Delaware	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	29	7	2	0	2	0	32
	2020	32	2	0	0	1	0	33
	2021	33	1	0	0	1	0	33
Georgia	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Hawaii	2019	3	2	0	0	0	0	5
	2020	5	1	0	0	0	0	6
	2021	6	1	0	0	0	0	7
Iowa	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Idaho	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
Illinois	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
Indiana	2019	1	5	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
Kentucky	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	14	0	0	0	0	14
Louisiana	2019	5	2	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	8

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year¹</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by JFE</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at the End of the Year</u>
Maryland	2019	0	15	0	0	0	0	15
	2020	15	10	0	0	0	0	25
	2021	25	0	0	0	0	0	25
Michigan	2019	95	7	1	0	0	0	101
	2020	101	7	1	0	2	0	105
	2021	105	4	1	0	0	0	108
Minnesota	2019	16	4	2	0	0	0	18
	2020	18	2	16	0	0	0	4
	2021	4	0	0	0	0	0	4
Missouri	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Mississippi	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	20	0	0	0	0	21
Montana	2019	0	2	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	2	0	0	0	0	4
Nevada	2019	16	0	0	0	0	0	16
	2020	16	4	0	0	0	0	20
	2021	20	0	0	0	0	0	20
New Jersey	2019	1	1	0	0	0	0	2
	2020	2	3	0	0	0	0	5
	2021	5	2	0	0	0	0	7
New York	2019	0	0	0	0	0	0	0
	2020	0	7	0	0	0	0	7
	2021	7	0	0	0	0	0	7
North Carolina	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
North Dakota	2019	5	5	0	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	0	11
Oklahoma	2019	3	0	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Oregon	2019	6	5	0	0	0	0	11
	2020	11	0	0	0	1	0	10
	2021	10	5	0	0	2	0	13
Ohio	2019	92	5	2	0	0	0	95
	2020	95	4	0	0	1	0	98
	2021	98	46	0	0	0	0	144
Pennsylvania	2019	0	39	2	0	0	0	37
	2020	37	42	1	0	0	0	78
	2021	78	7	1	0	0	0	84
Tennessee	2019	2	2	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	24	0	0	0	0	28
Texas	2019	124	10	0	0	0	0	134
	2020	134	0	0	0	0	0	134 ¹
	2021	134	38	1	0	1	0	170 ¹
Utah	2019	7	1	1	0	0	0	7
	2020	7	2	0	0	0	0	9
	2021	9	1	1	0	0	0	9

State	Year	Outlets at Start of Year ¹	Outlets Opened	Terminations	Non-Renewals	Reacquired by JFE	Ceased Operations-Other Reasons	Outlets at the End of the Year
Virginia	2019	58	1	1	0	0	0	58
	2020	58	1	1	0	0	0	58
	2021	58	4	0	0	0	0	63
Washington	2019	4	3	0	0	0	0	7
	2020	7	1	0	0	1	0	7
	2021	7	13	0	0	0	0	20
West Virginia	2019	3	0	0	0	0	0	3
	2020	3	3	0	0	0	0	6
	2021	6	1	0	0	0	0	7
Wisconsin	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	91	0	0	0	0	91
Wyoming	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Totals	2019	689	129	12	0	2	0	804
	2020	804	101	20	0	8	0	877
	2021	877	293	4²	0	4	0	1162

Note 1 – Total 4 outlets in Texas are operated by a contracted-operator.

Note 2 – 4 franchised outlets (1 in Michigan, 1 in Pennsylvania, 1 in Texas and 1 in Utah) were terminated by the respective Store Owner and outlets were closed.

Table 4 – Summary Status of JFE-Owned Outlets¹ for Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisee	Outlets at the End of the Year
Arizona	2019	0	0	0	0	0	0
	2020	0	2	0	0	2	0
	2021	0	0	0	0	0	0
Colorado	2019	0	0	0	0	0	0
	2020	0	2	2	0	4	0
	2021	0	0	0	0	0	0
Delaware	2019	0	1	0	0	0	1
	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
Florida	2019	0	0	2	1	0	1
	2020	1	0	1	0	2	0
	2021	0	0	1	0	1	0
Hawaii	2019	0	0	0	0	0	0
	2020	0	1	0	0	1	0
	2021	0	0	0	0	0	0
Maryland	2019	0	11	0	2	1	8
	2020	8	1	0	1	8	0
	2021	0	0	0	0	0	0
Michigan	2019	0	0	0	0	0	0
	2020	0	0	2	0	2	0
	2021	0	0	0	0	0	0

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired from Franchisee</u>	<u>Outlets Closed</u>	<u>Outlets sold to Franchisee</u>	<u>Outlets at the End of the Year</u>
Minnesota	2019	1	0	0	0	0	1
	2020	1	2	0	1	2	0
	2021	0	0	0	0	0	0
Nevada -	2019	0	0	0	0	0	0
	2020	0	1	0	0	1	0
	2021	0	0	0	0	0	0
New Jersey	2019	0	6	0	0	0	6
	2020	6	0	0	3	3	0
	2021	0	0	0	0	0	0
New York	2019	0	7	0	0	0	7
	2020	7	0	0	0	7	0
	2021	0	0	0	0	0	0
Ohio	2019	0	0	0	0	0	0
	2020	0	2	1	0	2	1
	2021	1	0	0	0	0	1
Oregon	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1
	2021	1	0	2	0	3	0
Pennsylvania	2019	0	52	0	8	8	36
	2020	36	0	0	2	34	0
	2021	0	0	0	0	0	0
Texas	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	1	0
Utah	2019	0	0	0	0	0	0
	2020	0	1	0	0	1	0
	2021	0	0	0	0	0	0
Virginia	2019	1	2	0	0	1	2
	2020	2	0	0	2	0	0
	2021	0	0	0	0	0	0
Washington	2019	0	0	0	0	0	0
	2020	0	0	1	0	1	0
	2021	0	0	0	0	0	0
West Virginia	2019	0	1	0	0	0	1
	2020	1	2	0	0	3	0
	2021	0	0	0	0	0	0
Wisconsin	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	5	0	0	5	0
Totals	2019	2	80	2	11	10	63
	2020	63	14	8	9	74	2
	2021	2	5	4	0	10	1

Table 5 – Projected Openings as of November 29, 2021

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year ¹	Projected New Company-Owned Outlet in the Next Fiscal year
Arizona	0	3	0
Arkansas	0	3	0
California	0	31	0
Colorado	0	2	0
Florida	0	1	0
Hawaii	0	1	0
Idaho	0	0	0
Illinois	0	10	0
Kentucky	0	0	0
Louisiana	0	0	0
Michigan	0	51	0
Minnesota	0	1	0
Montana	0	1	0
Nevada	0	1	0
North Carolina	0	0	0
Ohio	0	6	0
Oregon	0	5	0
Pennsylvania	0	0	0
Tennessee	0	0	0
Texas	0	2	0
Virginia	0	0	0
Wisconsin	0	32	0
TOTAL	0	150	0

Attached to this disclosure document as Exhibit G is a list, as of November 28, 2021, of the names, addresses and telephone numbers of all (i) open and operating JFE Franchising, Inc. franchised outlets (1,162), and (ii) all franchisees who signed Franchised Agreements but not yet opened their outlets (0).

Attached to this disclosure document as Exhibit H is a list, as of November 28, 2021, of the contact information of every franchisee that had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with us during 2021, or who have not communicated with us within the 10 weeks ending on the date of this disclosure document (8 names). In addition Exhibit H contains this list of franchisees who transferred their franchises during 2021 (208 names).

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

No contracted-operators have signed confidentiality clauses during the last three fiscal years. We will sign confidentiality clauses with our franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with JFE. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

We have not created, sponsored, or endorsed any franchisee associations. There are

no franchisee associations that have asked to be disclosed in our Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit I are our audited financial statements as of November 28, 2021, November 29, 2020, and December 31, 2019. Our fiscal year in 2020 changed from December 31 to the last Sunday in November.

ITEM 22 CONTRACTS

Attached as set forth here are the following agreements regarding the franchise offering:

- Exhibit B - Franchise Agreement and Exhibits (including General Release)
- Exhibit C - Initial Training Agreement
- Exhibit D - Addendum for Satellite Unit
- Exhibit E - Purchase Agreement
- Exhibit K – Display Unit Ice Decoration Piece Lease Agreement (optional)

ITEM 23 RECEIPT

You will find copies of a detachable receipt at the very end of this Disclosure Document.

JFE - SNOW FOX

**STATE FRANCHISE ADMINISTRATORS -
AGENTS FOR SERVICE OF PROCESS**

EXHIBIT A

STATE FRANCHISE ADMINISTRATORS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. The following are the state administrators responsible for the review, registration and oversight of franchises in these states:

California:

Commissioner of the Department
of Financial Protection and
Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

Hawaii:

Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.,
Securities Compliance Branch
335 Merchant St., Rm. 203
Honolulu, HI 96813-2921
(808) 586-2722

Illinois:

Office of the Attorney General
Franchise Division
500 S. 2nd St.
Springfield, IL 62701-1771
(217) 782-4465

Indiana:

Indiana Securities Division
Franchise Section
302 W. Washington St., Rm. E111
Indianapolis, IN 46204-2738
(317) 232-6681

Maryland:

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

Michigan:

Michigan Attorney General
Consumer Protection Division
PO Box 30213
Lansing, MI 48909-7713
(517) 373-7117

Minnesota:

Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101-3165
(651) 539-1600

New York:

NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Flr.
New York, NY 10005-1495
(212) 416-8236

North Dakota:

Securities Department
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island:

Dept. of Business Regulations
Division of Securities
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920-4407
(401) 462-9527

South Dakota:

Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:

State Corporation Commission
Div. of Securities & Retail Franchising
1300 E. Main St., 9th Flr.
Richmond, VA 23219-3630
(804) 371-9051

Washington:

Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, WA 98501-6456
(360) 902-8760

Wisconsin:

Securities Division
201 W. Washington Ave., Ste. 300
Madison, WI 53703-2640
(608) 266-8557

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. If we register the franchise (or otherwise comply with the franchise investment laws) in any of these states, we will designate the following state offices or officials as our agents for service of process in those states:

California:

Commissioner of the Department
of Financial Protection and
Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

New York:

New York Secretary of State
One Commerce Plaza
99 Washington Ave., 6th Flr.
Albany, NY 12231-0001
(518) 473-2492

Hawaii:

Hawaii Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.
335 Merchant St., Rm. 205
Honolulu, HI 96813
(808) 586-2744

North Dakota:

North Dakota Securities Commissioner
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505
(701) 328-4712

Illinois:

Illinois Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Rhode Island:

Director, Rhode Island Department of
Business Regulations
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

Indiana:

Indiana Secretary of State
200 W. Washington St., Rm. 201
Indianapolis, IN 46204
(317) 232-6681

South Dakota:

Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Maryland:

Maryland Securities Commissioner
200 Saint Paul Pl.
Baltimore, MD 21202
(410) 576-6360

Virginia:

Clerk, Virginia State Corporation Commission
1300 E. Main St., 1st Flr.
Richmond, VA 23219
(804) 371-9733

Michigan:

Michigan Corporation & Securities Bureau
Department of Commerce
6546 Mercantile Way
Lansing, MI 48911
(517) 373-7117

Washington:

Dept. of Financial Institutions
Securities Division – 3rd Flr.
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

Minnesota:

Minnesota Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101
(651) 539-1600

Wisconsin:

Administrator, Wisconsin
Division of Securities
201 W. Washington Ave.
Madison, WI 53703
(608) 261-9555

FRANCHISE AGREEMENT

EXHIBIT B

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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, Texas 77055 (“Franchisor”), and _____, whose address is _____ (“Franchisee”).

RECITALS

A. Franchisor and/or its affiliates have developed distinctive business systems, operating formats, methods, procedures, menu, recipes, trade dress, designs and marketing standards and formats, all of which Franchisor may improve, further develop or otherwise modify from time to time (collectively, the “System”) using the trademarks “Snowfox” and “Sushibox” (and other associated names) for the operation of quick service sushi bars that are operated as departments within supermarkets, grocery stores, and other third party facilities. For purposes of this Agreement, an “affiliate” of a person is anyone controlling, controlled by, or under common control with the specified person.

B. Franchisor owns a license to operate, and grant franchises to third parties to operate, sushi bars using the System.

C. Franchisee desires to be granted a franchise to operate a JFE sushi bar using the System, and Franchisor is willing to grant a franchise to Franchisee, on the terms and conditions of this Agreement.

D. Franchisee has conducted an independent investigation and become familiar with the System and recognizes that, as in any other business, the nature of the business conducted by Franchisee may change over time, an investment in the business contemplated by this Agreement involves business risks, and the success of the business largely depends upon the abilities and efforts of Franchisee.

E. Franchisor expressly disclaims the making of, and Franchisee disclaims the receipt of or reliance upon, any warranty or guaranty, expressed or implied, as to the revenues, profits, or success of the business contemplated by this Agreement. Franchisee has not received or relied upon any representation about the business as an inducement to enter into this Agreement, other than this Agreement and the franchise disclosure document provided in conjunction with this Agreement.

F. Franchisee will operate a JFE sushi bar using the System, all in accordance with and subject to the terms of this Agreement and the high standards of quality and service associated with the System.

NOW, THEREFORE, in consideration of the matters recited above, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee agree as follows:

1. Grant of Franchise.

1.1 Franchise to Operate JFE Unit. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the non-exclusive right and license to use the System and JFE Marks (as defined below) to operate a quick service sushi bar (the “JFE Unit”) located as a department within a supermarket, grocery store, or other facility identified in Exhibit

A (the “Location”). In certain cases, Franchisor may grant Franchisee, pursuant to an Addendum to Franchise Agreement for Satellite Unit (the “Satellite Unit Addendum”), the limited right to prepare pre-packaged sushi and related products from the Location to be sold through a self-service type station (the “Satellite Unit”) within a separate supermarket, grocery store, or other facility close to the Location. This Agreement authorizes and requires Franchisee to engage only in the sale of products authorized by Franchisor. Franchisee agrees at all times to faithfully and diligently perform its obligations under this Agreement and to continuously exert best efforts to promote and enhance the business and goodwill associated with the System.

1.2 Use of System and JFE Marks. Franchisee acknowledges that Franchisor or its affiliates are the sole and exclusive owners of the entire right, title and interest in and to the System, the JFE Marks, and all other proprietary items and systems related to the System. Franchisee will have no right to use the System or other proprietary items and systems of Franchisor or its affiliates, or any JFE Mark or any other name, trademark or service mark of Franchisor or its affiliates, except in accordance with this Agreement or with Franchisor’s prior written consent. Franchisee will not take any actions inconsistent with the proper operation of the System or with Franchisor’s or its affiliate’s ownership of the JFE Marks and System. All additions, improvements, and other changes to the System, however derived, will be the sole property of Franchisor or its affiliates.

1.3 Limitations. Franchisor grants Franchisee no rights other than the rights expressly stated in this Agreement. Franchisee will have no right to use the System, any JFE Mark or other items proprietary to Franchisor or its affiliates, or use any other name, trademark or service mark in the operation of the JFE Unit or at any other location, or for any other purpose, except in accordance with this Agreement. Franchisee may not operate the JFE Unit at any site other than the Location, except for any Satellite Unit which Franchisor may grant. Except as expressly set forth herein, Franchisee does not have the right to use any other methods of distribution or any distribution outside of the JFE Unit. Franchisee will not engage in wholesale distribution of sales of goods or services of any kind. Nothing in this Agreement gives Franchisee: (i) the right to sublicense the rights granted herein or any component thereof to others, (ii) an interest in Franchisor or the right to participate in Franchisor’s business activities or opportunities, or (iii) any rights in any intellectual property of Franchisor or its affiliates, except for the license expressly set forth in this Agreement. Franchisee understands and agrees that this Agreement does not grant Franchisee any implied or preferential right of any kind to acquire an additional franchise or a satellite unit.

1.4 Satellite Unit. Franchisor will have the right to convert any Satellite Unit granted to Franchisee into a full JFE franchise location at its sole discretion, and will further have the right to grant the franchise to operate at such location to any party as it determines in its sole direction. In the event a Satellite Unit operated by Franchisee is converted to a full JFE franchise location and Franchisee is granted the franchise to operate such unit, Franchisee will enter into new and separate franchise agreement in the then current form used by Franchisor, and pay the then current initial franchise fee.

1.5 Internet and Web Sites. Franchisee is prohibited from maintaining its own website promoting the JFE Unit, or otherwise from maintaining a presence or advertising the JFE Marks or any variation thereof in any domain name. Franchisee will not develop, participate in, or use in any manner any computer or electronic medium (including any Internet webpage, e-mail address, website, domain name, bulletin board, social networking sites or apps such as Facebook,

Instagram, Twitter, Pinterest, and Gplus, or other Internet-related medium or activity) which in any way uses or displays the JFE Marks, or any confusingly similar words, symbols or terms, or any other of Franchisor's intellectual property, without Franchisor's prior written consent, and then only in such manner and in accordance with Franchisor's policies. Franchisee acknowledges that Franchisor or its affiliates are the owner of all right, title and interest in and to such domain names as Franchisor will designate in the Operating Manuals set forth in Section 5.3 of this Agreement. Franchisee shall disable and remove any Internet-related medium in violation of Franchisor's policies within five (5) days of Franchisor's request.

1.6 Nonexclusive; Reservation of Rights. Franchisee acknowledges and agrees that the grant of the franchise to Franchisee under this Agreement does not constitute a grant of an exclusive area or territory in which Franchisee can operate the JFE Unit. Franchisor and its affiliates reserve the right to sell, market and/or distribute any goods or services of any kind, including the products sold through the System, either directly or through others, through any retail, wholesale or other channel of distribution. Franchisor and its affiliates reserve the right to use other methods of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales at any location regardless of the proximity to the location of Franchisee's JFE sushi bar using the JFE trademarks and/or trademarks different from the ones Franchisee uses under this franchise agreement. Neither Franchisor nor its affiliates are required to compensate Franchisee for any sales that Franchisor or its affiliates make through these other methods.

2. Location.

2.1 Initial Location. Franchisee will operate a JFE Unit only at the specified Location within a supermarket, grocery store or other facility, as determined by Franchisor and as set forth in Exhibit A. The parties expressly acknowledge and agree that the selection of any Location by Franchisor will not be deemed a guarantee or representation that the JFE Unit will be successful or meet expectations as to potential revenue. Franchisee must use the JFE Unit within the Location only for the operation of the JFE Unit (and to prepare products for the Satellite Unit, if any). Franchisee will not operate any other business at or from the JFE Unit without Franchisor's express prior written consent.

2.2 Acknowledgement. Franchisee acknowledges that the Location is in a supermarket, grocery store or other facility ("Store") owned, leased, and/or operated by a third party ("Store Owner"). Franchisee further acknowledges that Franchisor's right to grant a franchise at the Location is subject to an agreement between Store Owner and Franchisor or its affiliate to provide sushi and related products for sale within the Store ("Store Agreement"). Franchisee understands and acknowledges that the Store Owner may object to or require adjustments to Franchisee's operation of the JFE Unit, and that the Store Owner may terminate the Store Agreement at any time and upon short notice. Franchisee acknowledges and agrees that termination of the Store Agreement by the Store Owner may result in the termination of this Agreement.

2.3 Relocation. Franchisee may not relocate the JFE Unit within the Store or to a new location without Franchisor's prior written consent, which may be withheld for any or no reason. If Franchisee's right to use the Location and operate within the Store terminates for reasons other than Franchisee's breach and/or Franchisee's fault (for example, Store Owner terminates the Store Agreement for no cause or Franchisor terminates the Store Agreement for cause),

Franchisor may, upon Franchisee's request and at Franchisor's sole discretion, make reasonable efforts to relocate the JFE Unit to a new location selected by Franchisor at Franchisee's sole expense. Franchisee acknowledges that relocation may not be possible before the expiration of this Agreement, or at all, and that any new location proposed may not be the same in criteria as the prior location.

2.4 Remodeling. Franchisee acknowledges and agrees that Store Owner may remodel or upgrade the JFE Unit's appearance, layout, and/or design, and/or relocate the JFE Unit's location within the Store to satisfy Store Owner's then current standards. Such remodeling and/or upgrades of the JFE Unit will be done at Store Owner's cost and expense, and Franchisee agrees to fully cooperate with Store Owner with respect to such remodeling or upgrade.

2.5 New Location. If Franchisor and Franchisee mutually agree that a new and different location is available and preferred, the parties may mutually terminate this Agreement and enter into a new franchise agreement in the form then being used by Franchisor. If Franchisee elects to terminate the existing JFE Unit and obtain a new franchise, Franchisee will be responsible for the payment of the then-current initial franchise fee applicable to the new unit.

3. Fees and Payments.

3.1 Initial Franchise Fee. In consideration of the franchise and license granted to Franchisee pursuant to this Agreement, Franchisee will pay to Franchisor in full simultaneously with the execution of this Agreement an initial franchise fee as set forth in Exhibit A (the "Initial Franchise Fee"). The Initial Franchise Fee will not be credited against or cause the waiver of payment of any fees, royalties, or other payments required under this Agreement or any other agreement between Franchisor and Franchisee. The Initial Franchise Fee is fully earned when paid and no portion of it is refundable under any circumstances, except as set forth in Section 3.1(a) of this Agreement. While Franchisor currently does not require an initial franchise fee or successor franchise fee for a Satellite Unit, Franchisee acknowledges that Franchisor reserves the right to charge such fees in the future.

(a) Proration of Initial Franchise Fee upon Relocation. In the event Franchisor relocates Franchisee's JFE Unit to a new Store, or new location within the same Store, and the new location places the JFE Unit in a lower fee category (as determined by the formula set forth in the franchise disclosure document provided in conjunction with this Agreement), Franchisor reserves the right to issue Franchisee a prorated refund of the Initial Franchise Fee over the remaining term of this Agreement based on the difference between the Initial Franchise Fee and the franchise fee associated with the lower fee category. Should such relocation place the JFE Unit in a higher fee category (as determined by the formula set forth in the franchise disclosure document provided in conjunction with this Agreement), Franchisor reserves the right to charge Franchisee a prorated franchise fee, in addition to the Initial Franchise Fee, over the remaining term of this Agreement, based on the difference between the franchise fee associated with the higher fee category and the Initial Franchise Fee.

3.2 Compensation to Franchisor. In consideration of the franchise and license granted to Franchisee pursuant to this Agreement, beginning on the date the JFE Unit is open for business (the "Opening Date") and for the remainder of the Term, in accordance with Section 3.3 of this Agreement, Franchisor will retain as "Franchisor Compensation", without offset, credit or deduction of any nature, a percentage (subject to periodic adjustment by Franchisor, but always

not less than 5% nor more than 20%) of the Gross Sales of the JFE Unit, and any Satellite Unit, as set forth in the applicable Satellite Unit Addendum. All Franchisor Compensation pursuant to this Section 3.2 will be retained on a weekly basis.

(a) Gross Sales Defined. For purposes of this Agreement, “Gross Sales” will mean the total gross receipts and revenues for the specified period from all products and/or services sold at or from the location (JFE Unit or Satellite Unit, as applicable) whether payment is in cash, by debit or credit card, but excluding all refunds, sales taxes and discounts.

3.3 Compensation to Franchisee; Method of Payment. (i) all Gross Sales of the JFE Unit will be made directly to the Store Owner under the System and recorded on the Store Owner’s point of sale system or cash registers and reported by Store Owner to Franchisor; (ii) after Store Owner deducts a percentage (subject to periodic adjustment by Store Owner, but always varying between 15% and 35%) of Gross Sales (“Store Owner Compensation”), the remaining Gross Sales will be forwarded to Franchisor; (iii) Franchisor will then deduct the Franchisor Compensation under Section 3.2 of this Agreement; and (iv) no later than forty-five (45) days of the receipt of sums from Store Owner, Franchisor will then remit to Franchisee (generally, on a weekly basis) as a “Weekly Franchisee Commission”, the remainder of the Gross Sales after deducting outstanding payments, if any, due to Franchisor or its affiliates for the purchase of goods and/or services, including but not limited to food and inventory costs, freight, and equipment fees (such amounts will generally be deducted as a lump sum). Notwithstanding the foregoing, the first payment of Weekly Franchisee Commissions may be remitted to Franchisee up to eight (8) weeks after the Opening Date, or a longer time as such sums are held by the Store Owner. As soon as practicable, Franchisor will notify Franchisee by email or otherwise in writing of any periodic adjustments made by Store Owner to the Store Owner Compensation described in subparagraph 3.3(ii) above, or periodic adjustments made by Franchisor to the Franchisor Compensation described in subparagraph 3.2 above. Franchisor reserves the right to modify and alter the method of payment described herein at any time. Notwithstanding anything to the contrary, Franchisor’s sole obligation will be to remit to Franchisee the agreed upon portion (as set forth in this Agreement) of Weekly Franchisee Commissions based on the actual amounts received from Store Owner by Franchisor.

3.4 Sales Data. Franchisor will provide to Franchisee a weekly statement setting forth the Gross Sales within forty-five (45) days after the receipt of the sales statement provided by Store Owner or third party, which shall set forth the Store Owner Compensation and Franchisor Compensation, respectively, and the amounts deducted pursuant to Section 3.3. In the event the sales and revenue recorded by Franchisee is different or conflicts with that provided by Store Owner, the records of Store Owner will control. Franchisee will notify Franchisor within fifteen (15) days of any discrepancy in the sales and revenue records between its records and that of Store Owner. Further, in the event of any discrepancy, Franchisee will not contact Store Owner with any complaints or inquiries but will submit all inquiries to Franchisor for handling.

3.5 Late Payments. If Franchisee fails to pay any amount to Franchisor or its affiliates by the date payment is due, Franchisee may be charged (a) a late charge equal to 10% of the amount of the payment due, to cover Franchisor’s increased expenses, or \$250, whichever is higher, plus (b) interest on the amount unpaid in accordance as set forth herein, imposed from the date payment was due until the entire sum, late charge, and accrued interest is paid in full. Interest on all amounts due by Franchisee to Franchisor or its affiliates that are not paid when

due will bear interest at the rate of 12%, or the highest amount allowed by law, whichever is lower. If any check, electronic funds transfer, or other payment by Franchisee is returned by its bank (for insufficient funds or any other reason), Franchisee will pay Franchisor an insufficient funds fee in the amount of 10% of the check, electronic funds transfer, or other payment to reimburse Franchisor for the extra costs of collecting the amounts due, to the maximum extent allowed by law. Franchisee understands and agrees that the late charges do not constitute an agreement by Franchisor to accept any payment after the date payment is due or a commitment by Franchisor to extend credit to, or otherwise finance, the JFE Unit, and that Franchisee's failure to pay all amounts when due will constitute grounds for termination of this Agreement notwithstanding Franchisee's obligation to pay a late charge.

3.6 Application of Payment. Notwithstanding any designation made by Franchisee, Franchisor will have the right to apply any Gross Sales sums received from Store Owner toward any past due payment obligations Franchisee may owe to Franchisor or its affiliates pursuant to this Agreement, including any reimbursement of payments to suppliers to whom Franchisor has made payment on Franchisee's behalf. Franchisee acknowledges and agrees that Franchisor has the right to offset any amounts Franchisee owes to Franchisor under any agreement between Franchisor and Franchisee. Franchisor will forward to Franchisee the amounts remaining after such deductions.

3.7 Responsibility. Franchisee will pay Franchisor or its affiliates for certain proprietary food items, raw materials, supplies, equipment, paper products, signage and other consumable and non-consumable merchandise required to be purchased from Franchisor or its affiliates. Franchisee will be solely responsible for the payment of all costs and expenses arising out of Franchisee's obligations under this Agreement and the operation of the JFE Unit, including without limitation all salaries and wages of employees and all taxes and assessments made in connection with such matters. Franchisee acknowledges and agrees that in some cases, Store Owner may require that the Franchisee utilize employees employed directly by Store Owner to work at the JFE Unit. In such cases, if Store Owner requires Franchisor to reimburse Store Owner for such employees, Franchisor will have the right to deduct such payments from the amounts due to Franchisee.

3.8 Reimbursement of Advances. Franchisee will promptly reimburse Franchisor for all amounts, if any, which Franchisor may advance or that Franchisor has paid on Franchisee's behalf to any third party. In any event, Franchisee will reimburse Franchisor no more than ten (10) days after notice.

3.9 Withholding. All amounts due under this Agreement will be net of any amounts withheld or deducted by governmental or other authorities, whether as taxes, exchange controls or otherwise. Franchisor may directly deduct from the Weekly Franchisee Commissions or require that Franchisee pay Franchisor the amount of any state or local sales, use, gross receipts, or similar tax that Franchisor may be required to pay on payments which Franchisee makes to Franchisor under this Agreement. This provision will not apply to income taxes or comparable taxes measured by income to which Franchisor may be subject. Franchisee agrees to indemnify and hold Franchisor and its officers, directors, employees, agents and affiliates, and the officers, directors, employees and agents of Franchisor's affiliates harmless against any claims or losses resulting from Franchisee's failure to comply with any tax or other similar obligation.

3.10 Default Charge. Notwithstanding any other rights and remedies available to Franchisor, in the event Franchisee or its employee or agent violates certain requirements of the Operating Manuals, Franchisor will have the right to assess default charges as specified in the Operating Manuals (currently ranging from \$50 to \$1,000 for each violation), as may be amended by Franchisor. Repeats of the same violation may incur doubling of the default charge. Such default charges may be deducted from the amounts to be paid to Franchisee pursuant to Section 3.3.

3.11 Inspection Fee. Notwithstanding any other rights and remedies available to Franchisor, in the event Franchisor determines that it needs to inspect the JFE Unit due to an alleged breach of this Agreement, default under the Operating Manuals, and/or a suspected health violation, Franchisee will pay for the costs inspection (with a minimum inspection fee of \$1,000), and the costs of remediation as may be determined by Franchisor. If Franchisor determines in its sole discretion that a laboratory test is required to test the quality, safety and freshness of the products sold at the JFE Unit, Franchisor will have the right to assess a testing fee of up to \$1,000 for each sample tested. Franchisee will cooperate fully with Franchisor's inspections and promptly cure all deviations from Franchisor's standards, specifications and operating procedures of which Franchisee is notified either orally or in writing.

3.12 Management Fee. If Franchisor determines in its sole discretion that Franchisor is required to temporarily operate the JFE Unit in order to remedy a breach of this Agreement, default under the Operating Manuals, and/or a suspected health violation, Franchisee will pay a management fee of \$400 per person (of Franchisor personnel) per day, for as long as may be reasonably required by Franchisor.

3.13 Advertising Cooperative Fee. Franchisor may, in the future, designate a geographic area for the implementation of a cooperative advertising program. If Franchisor establishes an advertising cooperative fund in a geographic area that covers the Location and the JFE Unit, Franchisee will be required to participate and contribute in accordance with the procedures adopted by Franchisor (not to exceed 1.5% of Gross Sales). Franchisor will give Franchisee at least fifteen (15) days written notice before Franchisee's first payment of advertising cooperative fees is due.

3.14 Early Termination Fee. Notwithstanding any other rights and remedies available to Franchisor, in the event: (i) Franchisee ceases operations of the JFE Unit, (ii) Franchisee abandons the Location, or (iii) this Agreement or any addendum thereto is terminated for cause before the end of the Agreement, Franchisor will have the right to assess an early termination fee of \$1,000 for each location, plus any additional costs and expenses incurred by Franchisor in connection with the termination. Franchisor's assessment of this early termination fee will not constitute a waiver of any other rights, and nothing contained herein will be construed to impair or to restrict Franchisor's right and remedies or to preclude any procedures or process otherwise available to Franchisor.

4. Term.

4.1 Term. The initial term of this Agreement (the "Initial Term") will commence on the Effective Date and continue until the earlier of: (i) three (3) years from the Effective Date, unless otherwise specified in Exhibit A, or (ii) the expiration or termination of this Agreement for any reason, including the expiration or termination of the applicable Store Agreement.

4.2 Conditional Right to Extend. At the end of the Initial Term, Franchisee will have the right to extend the term of this Agreement and acquire a successor franchise to continue operating the JFE Unit for one term of three (3) years, or on such terms as set forth in Franchisor's then-current franchise agreement form (the "Extension Term"), but only if all of the following conditions have been met:

(a) Franchisee has fully and continuously complied with this Agreement and all other agreements with Franchisor or its affiliates related to the franchise and/or the JFE Unit, in each case without any defaults,

(b) Franchisee has maintained the JFE Unit in full compliance with Franchisor's requirements and policies, including the Operating Manuals, and all other specifications and standards set forth by Franchisor from time to time,

(c) Franchisee has given Franchisor written notice of Franchisee's election to acquire a successor franchise at least six (6) months, but not more than twelve (12) months, before the end of the Initial Term of this Agreement.

(d) Franchisee shall, at Franchisor's option, execute the then-current form of the franchise agreement used by Franchisor, which may contain terms and conditions materially different from those set forth in this Agreement, and such additional documents as Franchisor may reasonably require,

(e) Franchisor's existing Store Agreement with Store Owner allows Franchisee to maintain use of the Location,

(f) Franchisor must be granting new franchises in the United States at the time when Franchisee is permitted to exercise each its rights under this Section,

(g) Franchisee has complied with any additional training requirements which Franchisor may reasonably impose, including timely payment of the charges set forth in this Agreement, and for which Franchisee will be responsible for all travel, meals, lodging and other expenses of Franchisee's personnel,

(h) Franchisee has (i) cooperated or agrees to cooperate with any remodel or upgrade of the JFE Unit's appearance, layout and/or design or location within the Store by Store Owner; or, (ii) agreed to relocate the JFE Unit to a substitute location that Franchisor has approved, and develop a new JFE Unit location in accordance with Franchisor's requirements.

(i) Franchisee has executed a general release in a form substantially the same as Exhibit D with respect to all potential claims arising out of this Agreement; and

(j) Franchisee has paid a non-refundable successor franchise fee equal to 20% of the initial franchise fee that Franchisor is then charging for a new franchise in the state where the JFE Unit is located (Franchisor may charge a lower successor franchise fee, provided that such adjustment will be equally applied to all similarly situated JFE franchisees).

Except as set forth herein, Franchisee will have no right or option to extend or renew the term of this Agreement. There is no right to renew this particular form of agreement. Franchisor grants the opportunity to extend the ability to operate the JFE Unit by signing a new franchise agreement for the same Location upon the terms and conditions specified here.

4.3 Month to Month Extension. If Franchisor is not granting new franchises, or is in the process of revising, amending or renewing its franchise disclosure documents or registration to sell franchises in the state where the JFE Unit is located, or, under applicable law, Franchisor cannot lawfully offer Franchisee its then-current form of the franchise agreement at the time of renewal, Franchisor may, in its sole discretion, offer to extend the terms and conditions of this Agreement on a month-to-month basis following the expiration of the Initial Term (or Extension Term, as applicable) for as long as Franchisor deems necessary so that Franchisor may lawfully offer its then-current form of franchise agreement.

4.4 Expiration. If any of the above conditions for extension is not timely satisfied, this Agreement will expire on the last day of the Initial Term (or Extension Term, as applicable) without further notice from Franchisor, provided, however, Franchisee will remain responsible for complying with all provisions of this Agreement which expressly, or by their nature, survive the expiration or termination of this Agreement.

5. Franchisor Obligations.

5.1 Location Selection and Plans. Franchisor will provide Franchisee with the Location of Franchisee's JFE Unit, in accordance with the terms of the Store Agreement, if any. The parties agree that the Store Owner will have sole control over and will be responsible for the build out, development, specifications and layouts of the JFE Unit as provided. The Store Owner will provide the JFE Unit kiosk (including the refrigerated display cases and sink), power, storage, and refrigeration (including adequate space in Store Owner's refrigerator/freezer) to store fresh ingredients as necessary to operate the JFE Unit.

5.2 Training. Prior to the Opening Date, Franchisor will offer an initial training program (the "Initial Training Program") to Franchisee as provided in Franchisor's current Initial Training Agreement, which must be completed to Franchisor's satisfaction by Franchisee (or if Franchisee is a corporation or limited liability company, all principals of Franchisee) any proposed manager of the JFE Unit, and any employees of Franchisee who prepare or handle food items. The Initial Training Program for Franchisee (or its principals) and managers, if any, will consist of 20 hours of training provided over a 1-week period and will be \$500 per person. After the Opening Date, Franchisor will provide additional initial training for any new proposed manager of Franchisee as may be requested by Franchisee, at the then current training fee. Franchisor may also provide such other training and follow up informational programs as may be determined by Franchisor from time to time, or as required by applicable law.

5.3 Operating Manuals. Franchisor will provide to Franchisee during the term of this Agreement access to Franchisor's confidential operating manuals (collectively, the "Operating Manuals"), containing the specifications, standards and operating procedures prescribed by Franchisor for the System. The Operating Manuals may consist of one or more handbooks or manuals, and will include one set of "Standard Operating Procedures" ("SOP Manual"), one "Operating Manual for JFE Franchise" ("JFE Operating Manual"), and "One Food Playbook." Franchisor will loan one hard copy of the Operating Manuals to Franchisee. Franchisee must keep the Operating Manuals confidential and current, and the master copy of the Operating Manuals maintained by Franchisor at its principal office will control in the event of a conflict related to the contents of the Operating Manuals. Franchisor may add to, delete from, or otherwise modify, the Operating Manuals to reflect any changes in authorized products and services and the specifications, standards, and operating procedures of the System, provided that

no addition, deletion, or modification may alter Franchisee's fundamental status and rights under this Agreement. The Operating Manuals and all amendments to the Operating Manuals (and copies thereof) are, and at all times will remain, the sole property of Franchisor. Franchisee will return the Operating Manuals within seven (7) days of any expiration, termination or an assignment of this Agreement, or immediately upon request by Franchisor. In the event Franchisee loses or is unable to return any Manual in its complete form to Franchisor at the expiration or termination of this Agreement, Franchisee will pay Franchisor a Lost Manual Fee of \$500 for each Manual it loses or is unable to return in complete form.

(a) Franchisee will treat all information contained in the Operating Manuals as confidential, and will keep the information secret. Franchisee will not, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce the Operating Manuals, in whole or in part, or otherwise loan or make it available to any person not required to have access to its contents in order to carry out his or her employment functions. To the extent that the Operating Manuals are furnished in a printed "hard" copy rather than electronically, Franchisee will only grant authorized personnel access to the Operating Manuals and take adequate precautions to ensure that the Operating Manuals are kept in a locked receptacle at the Location when not in use by authorized personnel. To the extent that the Operating Manuals are furnished in electronically or in an equivalent format, Franchisee will only share the access password with authorized personnel. Franchisee will promptly notify Franchisor if any volume or part of its Operating Manuals that are maintained in a tangible media is lost or destroyed for any reason. In that event, the Lost Manual Fee will be charged.

5.4 Opening Assistance. At Franchisee's request, Franchisor will send one or more individuals to assist in opening the JFE Unit for a total of one (1) day on or around the Opening Date at Franchisor's cost, provided however, that Franchisee will be responsible for reimbursing it for any and all costs incurred as a result of Franchisee's failure to meet with Franchisor on the date scheduled. If Franchisee requests more than one (1) day of assistance, Franchisee will pay the onsite assistance fee of \$400 per person per day, including all costs of travel, meals, lodging and incidental expenses of Franchisor's personnel.

5.5 Operating and Ongoing Assistance. In addition to the Operating Manuals, Franchisor will furnish such other guidance and operating assistance to Franchisee as Franchisor considers appropriate in its sole discretion. This guidance and operating assistance may come in the form of bulletins or other written materials, telephonic consultations, and consultations at the offices of Franchisor or at JFE Unit (the latter may be provided in conjunction with an inspection of JFE Unit). Franchisor's operating assistance may consist of guidance with respect to (i) methods and operating procedures utilized under the System, (ii) preparation, purchasing of ingredients, and marketing of JFE sushi and related products as well as other approved products, materials, and supplies, and (iii) the establishment and maintenance of administrative, sales, and general operating procedures for the proper operation of a JFE Unit.

5.6 Management Assistance. If requested by Franchisee prior to the Opening Date, or if Franchisor determines in its sole discretion that Franchisee requires assistance, Franchisor may provide on-site operating assistance. Franchisee will pay all travel, meals, lodging and incidental expenses of Franchisor's personnel, plus a per diem charge of \$400 per person per day, including travel time for each additional day of management assistance. Notwithstanding the foregoing, Franchisee will be solely responsible for operating the JFE Unit and Satellite Unit, if any, and

will all times operate the JFE Unit in compliance with this Agreement, and Franchisor will have no obligation to operate Franchisee's JFE Unit.

5.7 Licenses. Franchisor may as necessary assist Franchisee with obtaining the governmental approvals, licenses, permits and other permissions required in connection with operating the JFE Unit, provided however, that Franchisee will be solely responsible for complying with all appropriate local, state and federal laws, codes and regulations and obtaining all necessary approvals, licenses, and permits.

6. Franchisee Obligations.

6.1 Timely Opening. As an express condition of this Agreement, Franchisee will complete and open for business the JFE Unit in full compliance with this Agreement within two (2) months from the Effective Date or the date requested by Store Owner, whichever is earlier. Failure to open the JFE Unit before such date will constitute a default by Franchisee under this Agreement, and Franchisor will have the rights specified in this Agreement, including those under Section 3.14. Franchisee may not open the JFE Unit for business without completing all obligations required prior to opening and without Franchisor's prior written approval, which will not be unreasonably withheld.

6.2 Management of JFE Unit. Franchisee or its principal agrees to serve as the manager of the JFE Unit, or to appoint and authorize another duly qualified individual to serve as manager. Appointment of any other individual as manager will be subject to such individual's satisfactory completion of any training requirements imposed by Franchisor. In the event the JFE Unit is operated by an authorized manager, Franchisee will still be required to be personally and actively involved in operations and remain fully responsible for the JFE Unit. In addition, Franchisee or any other manager must pass or have passed any governmental certification exams required by Franchisor or by law, to qualify for appointment as manager of Franchisee's JFE Unit. The manager will assume full responsibility for the day to day operations of the JFE Unit and for compliance with the terms of this Agreement. Upon the death, disability or termination of employment of the manager, Franchisee or its principal will personally and actively participate in the direct day to day operation of JFE Unit until a duly qualified successor manager is appointed. Any successor manager must complete Franchisor's initial training program to Franchisor's satisfaction and must pass or have passed all certification exams required.

6.3 Training. Prior to the Opening Date, Franchisee (or its principal) and its proposed manager personnel, if any, will have attended the initial training required by Franchisor for the full number of scheduled days and successfully completed it to Franchisor's satisfaction. In addition, any employees who will prepare or handle food items must attend and successfully complete our training program. Franchisee will be required to pay the initial training fee for attendance at all training, as set forth in the Initial Training Agreement. If Franchisee has previously owned, operated and/or served as a manager for a JFE Unit within the two (2) years preceding the date of this Agreement, Franchisor may waive the training requirement. Any new proposed manager of the JFE Unit will also be required to attend and complete the Initial Training Program to Franchisor's satisfaction, at the then current training fee. If during any training program Franchisor determines that any proposed manager is not qualified to manage the JFE Unit, Franchisor will notify Franchisee and Franchisee may select and enroll a substitute manager in the training program. All training fees for any program will be nonrefundable. Franchisee and each of its employees will also be required to complete all training on food

preparation and handling in accordance with the standards required by law. Franchisee and any managers or employees will also attend and complete all other refresher, remedial, and supplemental training or other training programs as may be required by Franchisor or Store Owner from time to time, or as required by applicable law. All training will be furnished at a place and time designated by Franchisor, and Franchisee will be responsible for all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by Franchisee and its employees, whether before or after the Opening Date.

6.4 Compliance With System. Franchisee will comply fully with all standards of the System, as modified by Franchisor from time to time, including but not limited to, the standards in Franchisor's Operating Manuals. Franchisee will use the products and equipment specified by Franchisor for the operation of Franchisee's JFE Unit as set forth herein and in the Operating Manuals. Without limiting the scope of Franchisee's duties, Franchisee will use only the vinegar (in order to maintain uniform taste for the products sold under the System) and the product labels that are provided by Franchisor or its affiliates. Franchisee understands and agrees that strict and punctual performance of all obligations set forth in this Agreement, the Operating Manuals or otherwise communicated to Franchisee in writing is a material condition of the franchise granted to Franchisee. Franchisee will not deviate from any aspect of the System without Franchisor's prior written consent. If Franchisor modifies the System, for example, by adopting new or modified JFE Marks, Franchisee agrees, at its own expense, to adopt, use and display each such modification as if it were part of the System. Without limiting the scope of Franchisee's duties, Franchisee's failure to abide by Franchisor's standards of quality and performance will not only constitute a breach of this Agreement, but infringement of the JFE Marks.

6.5 Changes to System. Franchisee understands that Franchisor may from time to time change the products, ingredients, preparation process, menu items, and other required features of the System. Franchisee acknowledges and agrees that these changes may require Franchisee to make capital expenditures in amounts that Franchisor cannot forecast, that Franchisor has no ability to identify with specificity the nature of these future changes or their expected cost, and that Franchisee accepts the risk that changes may be imposed that will require expenditures in amounts unknown on the Effective Date. Franchisee agrees to adopt all material changes that Franchisor may impose during the term in the specifications for mandatory features of the System at Franchisee's sole expense promptly after receiving written notice.

6.6 Compliance with Store Owner Rules, Procedures and Food Safety Requirements. Franchisee agrees at all times to comply with all rules, procedures and food safety requirements of Store Owner. Store Owner may conduct, or engage third parties to conduct, food safety or other types of audits and inspections at any time, and without notice. Franchisee will promptly remedy any deficiencies or non-compliance discovered by such audit or inspection. Franchisee will be responsible in the event that Franchisor's right to franchise the System at the Location is terminated due to any action by Franchisee.

6.7 Use of Approved Products and Suppliers Only. In order to maintain consistency and quality, as well as to protect the goodwill and reputation inherent in the System and the JFE Marks, Franchisee will only purchase, use, sell and/or distribute supplies, equipment, food ingredients, paper products, items bearing the JFE Marks, and all other products and services Franchisor deems necessary to operate the JFE Unit, from suppliers designated and authorized by Franchisor in its sole discretion. Franchisor will provide a list of these designated and authorized

suppliers to Franchisee. These products and services may be amended or supplemented by Franchisor from time to time in its sole discretion. Franchisor will not be obligated to reveal the specifications, formulas, recipes or supply arrangements of the required products, which information Franchisee understands and agrees constitutes Confidential Information. Franchisee understands and agrees that Franchisor's approval of a third party supplier does not constitute a representation or warranty of the supplier's ability to meet Franchisee's purchasing requirements nor of the fitness or merchantability of the products sold. Franchisee understands and agrees that Franchisor will not be liable to Franchisee for delays or shortages in the supply of required products or for any defect in the products purchased, and that Franchisee's sole remedy in any of the foregoing events will be against the manufacturer or supplier of the required products. Franchisee will not have the right to offer any new products or products not authorized by Franchisor.

6.8 Alternate Suppliers. If Franchisee desires to purchase any items from any source other than a Franchisor authorized supplier, Franchisor will evaluate and test such sources with reasonable promptness and approve or disapprove such sources based on Franchisor evaluations and tests, and upon the following conditions:

- (1) Franchisee will submit a written request to Franchisor for approval of the supplier or product;
- (2) The supplier will demonstrate to Franchisor reasonable satisfaction that the proposed supplier and products meet Franchisor specifications for such products;
- (3) The supplier will demonstrate to Franchisor's reasonable satisfaction that the supplier is of good standing in the business community with respect to its financial capabilities and the reliability of its products and services, and that it otherwise satisfies Franchisor's standards of quality, consistency, reliability, financial capability, production capacity, labor relations and customer relations, and
- (4) Franchisee will pay Franchisor a fee of \$1,000, per item plus all expenses incurred by Franchisor for investigating the new supplier or product, including all laboratory testing costs.

The proposed supplier must continue to meet and maintain Franchisor standards, including, of quality, consistency, reliability, financial capability, and production capacity. In the event the supplier no longer meets those standards, Franchisor will have the right to terminate the supplier and its authorization upon seven (7) days' notice. Nothing contained herein will be deemed to require Franchisor to investigate or approve an inordinate number of suppliers or products which in the reasonable judgment of Franchisor would prevent effective and economical supervision of suppliers under the System.

6.9 Quality Standards. Franchisor may require Franchisee to discontinue the use or sale of any product or item which, in Franchisor's opinion, does not conform to the image or quality standards of Franchisor and its products. If Franchisor determines that any goods, products or items do not meet Franchisor's specifications for quality and freshness, it may require Franchisee to dispose of those items without selling them to the public. In the event Franchisee violates any of the provisions this Agreement and the Operating Manuals by purchasing supplies or food products from an unauthorized supplier, then in addition to all other remedies available to Franchisor, Franchisor may impose a penalty pursuant to Section 3.10.

6.10 Purchase of Equipment. Franchisee will purchase and use only those fixtures, furnishings, and equipment as prescribed by Franchisor for the operation of the JFE Unit. If we require, Franchisee must lease or purchase computer hardware and software according to Franchisor's specifications to exchange data with Franchisor and to print pricing labels. If such computer hardware and software is required by Franchisor, Franchisee will also pay any support, maintenance and use fees charged by Franchisor. Franchisee acknowledges and agrees that Franchisor does not make any warranty with respect to such equipment, including but not limited to any warranty of merchantability or fitness for a particular purpose. Any claims Franchisee may assert with respect to any defect in design or manufacture of any equipment or fixtures will be brought directly against the manufacturer thereof.

6.11 Standards of Operation. Franchisee will operate the JFE Unit in strict compliance with all methods, policies, procedures and standards as may be set forth in the Operating Manuals, this Agreement, and in any other document provided by Franchisor. This includes, but is not limited, to the following:

(a) Sales. Franchisee will (i) offer for sale, and sell, only the specific foods, menu items, and products and other goods and services designated by Franchisor, (ii) label and identify all items offered for sale by the specific name designation given to them by Franchisor, and (iii) use only the equipment, supplies, utensils, materials, signs, menus and packaging prescribed by Franchisor or, if applicable, which conform to Franchisor's specifications and standards. All specifications will be set forth in the Operating Manuals or otherwise communicated to Franchisee and may be revised by Franchisor as frequently as Franchisor deems necessary in its sole discretion to promote the System and respond to competitive and marketplace changes.

(b) Retail Sales Only. Franchisee agrees that the franchise granted is for the operation of a JFE Unit (or, if applicable, a Satellite Unit) which makes retail sales only. Any wholesale sales of any products, whether branded or unbranded are prohibited. Franchisee will not display or distribute any other products than sushi and related products and the items specified in the JFE Operating Manual.

(c) JFE Marks. Franchisee will feature the marks "SNOWFOX," "SUSHIBOX," and any other Marks required by Franchisor in the operation of the JFE Unit, all in compliance with this Agreement and the JFE Operating Manual.

(d) Standards of Service. Franchisee must at all times give prompt, courteous and efficient service to its customers. The JFE Unit must, in all dealings with its customers and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. At all times on and after the Opening Date, the JFE Unit must be under the direct supervision of at least one authorized manager.

(e) Signs. All signs to be used in connection with the JFE Unit will conform to Franchisor's standards with respect to type, color, design and location. In the event of an update or revision of such standards, Franchisee agrees to change the signs accordingly at its expense.

(f) Hours of Operation. Franchisee will comply with the operating hours set forth in the JFE Operating Manual, unless otherwise required by Store Owner. Franchisee

acknowledges and agrees that Franchisee will not have control over the operating hours, closures, customer traffic, advertising, or other aspects of the Store.

(g) Standard Menu Format. Franchisee will use the standard menu format which provided by Franchisor and will not deviate from the layout, copy, graphics and color scheme, as Franchisor may designate from time to time. Franchisee will at all times offer for sale all food items authorized by Franchisor.

(h) Pricing. Franchisor will provide recommended resale prices or pricing schedules and provide pricing labels conforming to the recommended pricing. Franchisee will have the right to determine prices charged for products sold from the JFE Unit, provided however, that in the event Franchisee wants to charge a price or prices that differ from the recommended pricing, Franchisee will provide a written request to Franchisor and will pay or reimburse the costs incurred by Franchisor, including Franchisor's administrative time, to prepare a new set of pricing labels. When allowed by law, Franchisor will specify maximum and minimum prices for products sold at the JFE Unit.

(i) Compliance. Franchisee will at all times keep the JFE Unit and the surrounding area in the highest degree of cleanliness, tidiness and sanitation, and will comply with the requirements of the Operating Manuals, this Agreement, Store Owner, and any and all applicable federal and state laws regarding the maintenance of the JFE Unit. Franchisee will immediately comply with all requirements of federal, state and local laws and all applicable orders and regulations of state and local health and safety administrations.

(j) Sampling. Franchisee will comply with any and all policies relating to providing free samples as established by Franchisor.

(k) Uniforms. Franchisee will be required to purchase and use Franchisor's standard uniforms and attire for all of its personnel.

(l) Maintenance. Franchisee will maintain the JFE Unit and all equipment, fixtures and all other tangible property in clean, good and full working condition, and will be responsible for the costs of repair or replacement of equipment, fixtures or property if damaged by Franchisee. Any issues related to the equipment, fixtures or property not caused by Franchisee will be repaired by Store Owner. Franchisee understands and agrees that its failure to maintain the JFE Unit in accordance with Franchisor's standards will constitute a breach of this Agreement. Without waiving its right to terminate this Agreement for such reason, Franchisor may notify Franchisee in writing specifying the action to be taken by Franchisee to correct the deficiency.

(m) Cash Registers. All sales and all revenue will be recorded on Store Owner's cash registers and equipment only.

(n) Personnel. Franchisee will employ a sufficient number of competent employees and cause each of them to receive appropriate training to perform their job in accordance with the standards and specifications of the System. Franchisee will require all personnel employed by Franchisee at the JFE Unit to maintain such standards of sanitation, cleanliness and demeanor as will be established by Franchisor, Store Owner, and applicable law. All personnel performing managerial or supervisory functions, all personnel receiving special training and instruction and all persons employed by Franchisee having access to the System or any of Franchisor's trade practices will agree not to disclose the System or any trade practices

which may be disclosed to them. Franchisee is solely responsible for hiring, firing and establishing employment policies applicable to its employees, and understands and agrees that this Agreement does not impose any controls, or otherwise impinge, on Franchisee's sole discretion to make all employment-related decisions. Franchisee is solely responsible for the acts and omissions of its employees and agents. Franchisee will furnish Franchisor basic information regarding Franchisee's personnel, solely for the purpose of Franchisor's compliance with the Store Owner's request for such information.

6.12 Trade Accounts. Franchisee agrees to maintain all trade accounts with its suppliers in good standing and current status and will resolve any disputes with trade suppliers promptly. Failure of Franchisee to keep its trade accounts current will constitute a default hereunder. In the event of nonpayment by Franchisee, Franchisor will have the right, but not the obligation, to make payment to Franchisee's suppliers on Franchisee's behalf. In such cases, Franchisor will have the right to apply any Gross Sales sums received from Store Owner toward any past due payment obligations of Franchisee for which Franchisor has made payment, as set forth in Section 3.6.

6.13 Advertising. Franchisee will not be permitted to advertise the JFE Unit in any format, including, but not limited to, print, radio, television, Internet, social media, or other electronic media, without Franchisor's prior written consent, which may be withheld for any or no reason.

6.14 Compliance with Laws. Franchisee will at all times operate the JFE Unit in strict compliance with all applicable local, state and federal laws, codes and regulations. Franchisee will be solely responsible for obtaining, at Franchisee's expense, all appropriate governmental approvals, licenses, permits and other permissions required in connection with this Agreement and any transactions or business contemplated by it, including but not limited to, the operation of the JFE Unit (and Satellite Unit, if any). Franchisee will provide copies of all such approvals, licenses, permits and other permissions to Franchisor within seven (7) days of Franchisor's request. Franchisee shall prominently display all such approvals, licenses, permits and other permissions as required by applicable law. Franchisee represents and warrants to Franchisor that none of Franchisee, any principal or executive officer of Franchisee, or any of their respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Further, Franchisee represents and warrants that neither Franchisee nor any such person referred to above has violated, and no such person will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act, U.S. Executive Order 13244 or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee will immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

6.15 Store Owner's Rules re Immigration Law Compliance. Franchisee shall comply with the rules, policies and guidelines of the Store Owner and sign any code of conduct or equivalent document required by the Store Owner. Franchisee represents and warrants to Franchisor that Franchisee and Franchisee's personnel are and will be at all times legally authorized for employment in and to work in the United States under applicable immigration

laws. Franchisee will obtain proof of employability for each prospective employee by completing the Department of Homeland Security's electronic employee verification system (E-Verify) before hiring. Franchisee will furnish any and all documentation requested by Franchisor in connection with Franchisee's compliance under this Section 6.15.

6.16 Notification of Complaints. Franchisee agrees to notify Franchisor promptly if: (i) Franchisee receives any complaints from the Store Owner, (ii) there are any incidents involving personal injury by customers of the JFE Unit or Store sustained at the Location, or (iii) if Franchisee becomes aware of any investigation by a governmental or consumer protection agency with respect to alleged violations of applicable laws. In addition, Franchisee will promptly notify Franchisor of any written threat, or the actual commencement, of any action, suit or proceeding against Franchisee, any person who is a principal, or involving the Location, Store or the business assets which might adversely affect the operation or financial condition of the JFE Unit, and provide Franchisor with a copy of all relevant documents.

6.17 Testing and Criminal Background Checks. Franchisee or its principals (if an entity) or its employee will be required to undergo drug, tuberculosis and other chemical and disease testing and/or criminal background investigation prior to or after the execution of this Agreement upon request by Franchisor. Franchisee will also require its employees and specified personnel, to undergo drug, tuberculosis and other chemical and disease testing and/or criminal background investigation as may be required by Franchisor. The foregoing obligations are subject to the condition that the request is lawful in the jurisdiction where the Franchisee is located. Franchisee shall pay all costs of the testing and investigation, complete all forms and consents, and take all other action needed.

6.18 Warranty Disclaimer. Franchisor expressly disclaims any warranties, express or implied, in connection with items provided by vendors or suppliers, including but not limited to the warranties of merchantability and fitness for a particular purpose. **EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO FRANCHISOR PRODUCTS OR OTHER ITEMS SUPPLIED BY FRANCHISOR OR ITS AFFILIATES UNDER THIS AGREEMENT. FRANCHISOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY PURCHASE ORDER, THIS AGREEMENT WILL CONTROL.**

6.19 Third Party Delivery Services. A "Third Party Delivery Service" is a company or business through which customers purchase menu items from Franchisee's sushi kiosk, that delivers said menu items to the customer at a location other than the Store where Franchisee's sushi kiosk is located. Franchisee agrees to fill orders placed by customers through all Third Party Delivery Services that the Store Owner has approved. Such orders will be placed through Franchisee's tablet machine or such other equipment designated by Franchisor.

7. Books and Records.

7.1 Recordkeeping. Franchisee agrees to use the system of reporting and record keeping as may be required by Franchisor in accordance with the Operating Manuals and any applicable laws and governmental regulations. Franchisee will maintain and preserve true, correct and accurate books and records, including supporting materials, for the JFE Unit for at

least the current fiscal year and the three (3) most recent prior fiscal years. After the Opening Date, Franchisee will submit financial statements and operational reports and information as Franchisor may require to (i) provide Franchisee with consultation and advice in accordance with this Agreement, (ii) monitor Franchisee's compliance with the obligations to pay fees, (iii) monitor performance under this Agreement generally, (iv) Franchisee's purchases, revenue, operating costs, expenses and profitability, (v) develop new operating procedures, new products and/or remove unsuccessful authorized products, and (vi) implement changes in System to respond to competitive and marketplace changes. Franchisee will promptly comply with Franchisor's requests for additional information. This obligation includes, without limitation, supplying Franchisor with a copy of all sales and income tax returns relating to the JFE Unit within 10 days of Franchisor's request.

7.2 Audit Rights. Franchisee will permit Franchisor to audit upon no less than three (3) business days advance notice, during normal business hours, all books, records and other documents related to the franchise and the operation of the JFE Unit as may be required by Franchisor to determine compliance with Franchisee's payment obligations under this Agreement. Franchisee must fully cooperate with representatives of Franchisor and independent accountants hired by Franchisor to conduct any examination or audit. In the event that an audit of Franchisee's books discloses an underpayment of amounts due, and the amount of such underpayment is equal to or more than one percent (1%) of the amounts owed, Franchisee must pay, in addition to the amount of underpayment and all other applicable costs, the costs incurred by Franchisor in connection with the audit, which amount will in no event be less than \$500.

8. Other Covenants.

8.1 Inspections. In addition to Franchisor's audit rights described in this Agreement, Franchisee expressly authorizes Franchisor and its representatives or agents, at any reasonable time, and without prior notice to Franchisee, to enter the Location and conduct regular inspections of the JFE Unit and Franchisee's methods of operation, including without limitation, use of mystery shoppers, to observe and conduct discussions with Franchisee's employees, observe customer interaction and services, and review Franchisee's books and records (including, without limitation, data stored on Franchisee's operational records) in order to verify compliance with this Agreement and the Operating Manuals. Franchisee shall obtain all software and hardware, including digital still and video cameras, as Franchisor may require to enable Franchisee to send and receive e-mail and digital photos and streaming video or other multimedia signals and information to and from the JFE Unit, and Franchisee shall, from time to time, upon Franchisor's request transmit digital photos and real time video and audio signals of the JFE Unit to Franchisor in the frequency requested by Franchisor (maybe daily), and in the form and manner reasonably required by Franchisor. To enable Franchisor and its representatives to conduct inspections, Franchisee will, as requested, provide free of charge reasonable quantities of ingredients, foods, beverages, inventory, and other samples for inspection and evaluation purposes to make certain that the items conform with Franchisor's then-current standards. If Franchisor determines in its sole discretion that a laboratory test is required to test the quality, safety and freshness of the products sold at the JFE Unit, Franchisor will have the right to assess a testing fee of up to \$1,000 for each sample tested. Franchisee will cooperate fully with Franchisor's inspections and promptly cure all violations of specifications and operating procedures of which Franchisee is notified either orally or in writing.

8.2 Remedial Action. Franchisor reserves the right to initiate any remedial action it reasonably deems necessary to respond to any possible, threatened or actual governmental investigation (including the costs of attorneys, experts and investigators) involving the operation of the JFE Unit, including issues such as food safety, food poisoning, or other issues related to public health and safety. Such actions may include temporarily closing the JFE Unit or Satellite Unit, in addition to any other reasonable action necessary to prevent damage to the System, the JFE Marks, and Franchisor.

8.3 Modification. Franchisee acknowledges and agrees that, as required by (i) business conditions, (ii) geographic area including areas designated for expansion of the System, and/or (iii) other business factors as may be reasonably determined by Franchisor in its sole discretion, Franchisor may waive or modify the terms of the franchise agreement to other prospective and/or current franchisees, the terms and conditions of which may differ from those set forth in this Agreement. Franchisee further understands and agrees that Franchisor has made no representations regarding the uniformity of its franchise agreements or arrangements.

9. Confidential Information.

9.1 Defined. "Confidential Information" means all information of a non-public, confidential and proprietary nature relating to the Franchisor's business and operations, including, without limitation, recipes, products and services, food preparation methods, techniques, formats, specifications, procedures, information, systems, processes, know-how, teaching materials, sales techniques, financial data, product plans, costs, prices, business or marketing plans, Franchisor's business relationships, supplier lists, financial data, trade secrets, product plans, historical operational data, manufacturing processes, technical data, equipment, projects, research and development data, customer identities, and any other information or materials considered proprietary by the Franchisor, in any form or medium and regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information.

9.2 Disclosure of Confidential Information. Franchisor discloses the Confidential Information to Franchisee during the training program, in the Operating Manuals, and in guidance furnished to Franchisee during the term of this Agreement.

9.3 Ownership. Franchisee will not acquire any interest in the Confidential Information, other than the right to utilize such information in the development and operation of the JFE Unit during the term of this Agreement. The use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee acknowledges that the Confidential Information is the sole and exclusive property of Franchisor, a valuable proprietary asset of Franchisor, and constitutes trade secrets of Franchisor. Franchisee agrees that he or she has a duty to maintain the Confidential Information as confidential and secret. Franchisee further acknowledges that disclosure of any Confidential Information is made in the strictest of confidence.

9.4 Nondisclosure and Obligation of Confidentiality. Franchisee acknowledges and agrees that Franchisee may use the Confidential Information for the sole purpose of operating the JFE sushi bar pursuant to this Franchise Agreement. Franchisee covenants that Franchisee (a) will not use the Confidential Information in any other business or capacity, (b) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form, and (d) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information,

including restrictions on disclosure to employees of the JFE Unit and the use of nondisclosure clauses in employment agreements with those persons, as allowed by law. As part of its obligations herein, Franchisee will require each of its officers and employees with management responsibilities, including managers, to execute an employee confidentiality agreement, in substantially the form attached as Exhibit C. Franchisee agrees it will be responsible for any breach by its employees of the obligations set forth herein.

9.5 Conflict. Franchisee acknowledges that Franchisor would have difficulty protecting its Confidential Information and trade secrets against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among JFE sushi bars if the franchisees of JFE sushi bars were permitted to hold interests in other companies specializing in the sale of quick service sushi or related products in supermarkets or similar venues. Therefore, during the term of this Agreement, neither Franchisee, any owner of an interest in Franchisee (if Franchisee is not an individual), nor any member of his, her, or their immediate families will have any interest as an owner, investor, partner, director, officer, employee, consultant, representative, or agent, or in any other capacity, in any other quick service sushi bars which sell sushi or related products, except for other JFE sushi bars operated under franchise or other agreements granted by Franchisor or its affiliates. These restrictions will not apply, however, to the ownership of securities listed on a stock exchange or traded on the over the counter market that represent 1% or less of the same class of securities.

9.6 Enforcement. Franchisee acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Franchisor irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Franchisor will be entitled to an injunction and/or specific performance in addition to all other remedies otherwise available to Franchisor at law and/or equity. If it becomes necessary to enforce the terms of this Agreement, Franchisee will be obligated to pay any and all costs reasonably incurred by Franchisor in pursuing such enforcement, including attorneys' fees, court costs, collection costs and any and all costs incurred.

9.7 Exceptions. The commitments set forth in this Section 9 will not extend to any portion of Confidential Information which: (i) is already in the Franchisee's lawful possession at the time of disclosure by Franchisor, as established by relevant documentary evidence, provided Franchisee gives Franchisor written notice and evidence of such prior knowledge within five (5) working days after receiving Confidential Information; (ii) is or later becomes, through no act on the part of the Franchisee, generally available to the public; or (iii) is required to be disclosed by law or government regulation, provided that the Recipient provides reasonable prior notice of such required disclosure to Franchisor.

10. System and JFE Marks.

10.1 JFE Marks. Franchisor owns or has the right to use and license the System and all of the commercial trade names, trademarks, service marks and other commercial symbols, including associated logos, which trademarks, service marks and/or trade names in connection with the operation of the System which Franchisor now or in the future authorizes or requires Franchisee to use, as Franchisor may modify in its sole discretion at any time (the "JFE Marks"). Franchisee understands and agrees that, as between the parties, Franchisor owns all rights in System and its various components, including the JFE Marks, and Franchisee owns no rights in the System and the JFE Marks, except for the license granted by this Agreement. Franchisee will acquire no ownership interest in or to any of the System or JFE Marks by virtue of this

Agreement. Franchisee agrees not to contest, or assist any other person to contest, the validity of Franchisor's rights and interest in the System, or any component thereof, either during the term or after this Agreement terminates or expires. Nothing in this Agreement will be deemed to constitute or result in an assignment of any of the JFE Marks to Franchisee or the creation of any equitable or other interests therein.

10.2 Use of the JFE Marks by Franchisee. Franchisor hereby grants to Franchisee a non-exclusive right and license to use the JFE Marks solely in connection with operation of the JFE Unit as specified in this Agreement. Franchisee will use the JFE Marks only in the form and manner prescribed from time to time by Franchisor. Franchisee acknowledges that at certain locations, a contractual restriction or a Store Owner may prohibit the use of JFE Marks, and Franchisee will be required to do business under a different name or a general description of the products, as may be required by Franchisor.

10.3 Restrictions on Use. The right and license to use the JFE Marks will not be assignable or transferable by, or subject to any encumbrance of, Franchisee in any manner whatsoever, nor will Franchisee have the right to grant any sublicenses without Franchisor's prior written consent. All rights with respect to the JFE Marks and all other trademarks, service marks and trade names used by Franchisor not specifically granted to Franchisee in this Agreement will be and hereby are reserved to Franchisor. Franchisee will not use any of the JFE Marks or any part thereof (i) in its corporate or fictitious business name, (ii) with any prefix, suffix or other modifying words, terms, designs, colors or symbols, (iii) in any modified form, (iv) in connection with the sale of any products or services not authorized by Franchisor, (v) in any manner not expressly authorized in writing by Franchisor, or (v) in any manner that may result in Franchisor's liability for Franchisee's debts or obligations.

10.4 Modification. Franchisor reserves the right to (i) modify or discontinue licensing any of System or features thereof, (ii) add new names, marks, designs, logos or commercial symbols to the JFE Marks and require that Franchisee use them, (iii) modify or discontinue practices, components or requirements incorporated within the scope of System as of the Effective Date, and (iv) require that Franchisee introduce or observe new products or practices as part of System in operating the JFE Unit. Franchisee understands that Franchisor may modify the System at any time and without notice to Franchisee. Franchisee will comply, at its sole expense, with Franchisor's directions regarding changes in the System within a reasonable time after written notice from Franchisor. Franchisor will have no liability to Franchisee for any cost, expense, loss or damage that Franchisee incurs in complying with Franchisor's directions and conforming to required changes to the System.

10.5 Registration. Franchisor will have the sole right to take such action as it deems appropriate to obtain trademark registration for any of the JFE Marks. Franchisee will perform all reasonable and necessary acts and execute all necessary documents to effect the registration of the JFE Marks as Franchisor may request. Franchisee will not obtain or attempt to obtain any right, title or interest, registration, or otherwise, in or to the JFE Marks, or any of them. In the event that any such right, title or interest should be obtained by Franchisee in contravention hereof, Franchisee will hold the same in trust on behalf of Franchisor and will transfer the same to Franchisor upon request and without expense to Franchisor.

10.6 Infringement Information. Franchisee will notify Franchisor promptly of any unauthorized use of the JFE Marks or of any mark confusingly similar thereto that comes to its

attention. Franchisor will have the sole right to determine whether or not any action will be taken against any such infringement, and Franchisee will not institute any suit or take any action on account of any such infringement or imitation without first obtaining the written consent of Franchisor to do so. Franchisee will provide Franchisor with all reasonable assistance in any prosecution of any such infringement that Franchisor may decide to institute. With respect to any such action, including suits in which Franchisee is joined as plaintiff, Franchisor will have the sole right to employ counsel and to direct the handling of the action and litigation and any settlement thereof, and Franchisee will not share in any of the proceeds of judgment or settlement resulting from any such action.

10.7 Termination of Use. Upon the expiration or earlier termination of this Agreement, Franchisee will cease using the JFE Marks in any manner. Franchisee understands and agrees that any unauthorized use of the JFE Marks or System or its components by Franchisee will constitute both a breach of this Agreement and an infringement of Franchisor's intellectual property rights.

11. Transfer.

11.1 Transfer by Franchisor. Franchisor may freely transfer or assign this Agreement and its rights and obligations hereunder, in whole or in part, to any third party in its sole discretion and without Franchisee's consent.

11.2 Transfer by Franchisee. Franchisee understands, acknowledges and agrees that this Agreement is personal to Franchisee (or, if Franchisee is a business entity, all principals of Franchisee), is being entered into by Franchisor in reliance upon and in consideration of the character, skill, aptitude, attitude, experience, business ability, financial capacity, qualifications and representations of Franchisee (and, if Franchisee is a business entity, all principals of Franchisee). Accordingly, Franchisee may not voluntarily or involuntarily, directly or indirectly, sell, assign, transfer, gift, share, encumber or dispose of, by operation of law or otherwise (each, a "Transfer"), this Agreement, the JFE Unit, or any interest therein, or any of Franchisee's rights or obligations hereunder, without Franchisor's prior written consent, which will be contingent upon Franchisee's compliance with the provisions of this Section. Any Transfer without Franchisor's prior written consent constitutes a breach of this Agreement and will be null and void and of no effect, and will constitute a material default of this Agreement. For the purposes of this Section, a Transfer will be deemed to occur, without limitation, (i) if Franchisee is a corporation, upon any merger, sale or transfer of ten percent (10%) or more of any one class of capital stock, or any series of mergers, sales or transfers totaling in the aggregate ten percent (10%) or more of any one class of capital stock, in Franchisee, (ii) if Franchisee is a limited liability company or other entity, upon any merger, sale or transfer of ten percent (10%) or more of any ownership interest, or any change of control, or (iii) a sale of all or substantially all of Franchisee's assets. Franchisor's consent to a Transfer, if any, is not a representation of the fairness of the terms of any contract between Franchisee and a transferee, a guarantee of the JFE Unit's or transferee's prospects for success, or a waiver of any claims that Franchisor or its affiliates may have against Franchisee or any guarantor.

11.3 Notice of Transfer. If Franchisee intends to make a Transfer, Franchisee will provide notice with (i) the proposed date of the Transfer, (ii) all terms and conditions of the Transfer, (iii) a current income statement and balance sheet concerning Franchisee's operations,

as Franchisor requests, and (iv) all relevant information concerning the proposed transferee as Franchisor requests. Within sixty (60) days of the receipt of such information as set forth in subsections (i) through (iv) above, Franchisor may, in its sole discretion, (a) consent in writing to the proposed Transfer subject to the conditions of this Section 11, (b) disapprove the proposed Transfer, (c) request additional information concerning the proposed Transfer, or (d) become the transferee on terms and conditions comparable to those provided for the proposed Transfer. In the event Franchisor requests additional information, the sixty (60) day time period provided by this Section will be extended for a period of twenty (20) days after receipt of a full and complete response to the request for such additional information.

11.4 Conditions for Consent to Transfer. Any consent to the Transfer which Franchisor grants pursuant to Section 11.3 above is expressly contingent upon Franchisee's satisfaction of the following conditions:

(a) Franchisee has fully complied with this Agreement and all other agreements between the parties throughout the term with respect to the JFE Unit, and Franchisee continues to comply after the Transfer with the indemnity, insurance and noncompetition provisions of this Agreement;

(b) Franchisee has paid all amounts owed by Franchisee to Franchisor or its affiliates with respect to the JFE Unit, and is in good standing and current status with all trade accounts with its suppliers;

(c) Franchisee must submit all required reports, financial statements and other documents due to Franchisor up to and including the date of the Transfer, and permit Franchisor to conduct an audit (at Franchisee's expense) of Franchisee's books, records and all other documents related to the operation of the JFE Unit;

(d) transferee must submit a completed franchise application to Franchisor, and meet Franchisor's then-current qualifications for new franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation;

(e) transferee and transferee's manager must attend and complete to Franchisor's satisfaction the then current Initial Training Program in order to comply with all standards of the System, at Franchisee's sole cost and expense. If it is determined by Franchisor that the transferee requires additional training, then the transferee and his/her manager must complete all training programs Franchisor reasonably requires, including payment of a reasonable fee to cover the costs of providing such training;

(f) the transferee must obtain within time limits as Franchisor may establish, and maintain thereafter, all permits and licenses required for the operation of the JFE Unit;

(g) Franchisee and/or the transferee must obtain all required consents of third parties to the Transfer, including Store Owner;

(h) the transferee must assume all of Franchisee's duties and obligations under this Agreement and all other agreements between Franchisor and Franchisee with respect to the JFE Unit (such assumption will not, however, relieve Franchisee of its obligations to Franchisor under this Agreement and all other agreements between Franchisor and Franchisee with respect to the JFE Unit);

(i) Franchisee as transferor must pay Franchisor a non-refundable transfer fee of \$1,000, which amount must be paid at least two weeks prior to the effective date of the Transfer, plus any out-of-pocket costs incurred by Franchisor (such as attorney's fees). The transfer fee is not refundable under any circumstances, even if the transfer is not completed. If Franchisee owns and transfers more than one franchise simultaneously as part of the same transaction and Transfer to the same transferee, Franchisee understands that it is liable for a separate transfer fee for each of the separate franchises being transferred in the same transaction;

(j) Franchisee must execute a general release in a form substantially the same as Exhibit D with respect to all potential claims arising out of this Agreement;

(k) the transferee may not enter into any financing arrangements whereby Franchisee and/or a third party obtains a security interest in the transferee's assets;

(l) the Transfer must comply with all laws and regulations that apply to the Transfer, including without limitation federal and state laws and regulations governing the offer and sale of franchises;

(m) Franchisee's right to receive the sales proceeds from the transferee will be subordinate to the transferee's and Franchisee's duties owed to Franchisor under, or pursuant to, this Agreement or any other agreement. All contracts by and between Franchisee and the transferee will expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations owed to Franchisor and its affiliates are fully satisfied;

(n) at Franchisor's option, the transferee signs: (1) Franchisor's then-current form of franchise agreement, the terms of which may differ materially from this Agreement, provided however, that the term of the new franchise agreement will be equal to the remaining term under this Agreement and the Extension Term if the time to exercise such option has not expired when Franchisee requests consent to complete the Transfer, or (2) Franchisor's then-current form of franchise agreement for a full term and pays Franchisor's then-current initial franchise fee; and

(o) the transferee must execute all other documents and agreements required by Franchisor to consummate the transfer of this Agreement. If the transferee is a business entity, each person who at the time of the transfer, or later, owns or acquires, either legally or beneficially, 5% or more of the equity or voting interests of the transferee must execute Franchisor's then-current form of guaranty.

12. Termination.

12.1 Termination By Franchisor With Notice of Default. Except as provided in Section 12.2 below, if Franchisee breaches any term of this Agreement or any other material agreement between Franchisee and Franchisor or its affiliate, or any rule, specification, standard, policy or procedure established by Franchisor in the Operating Manuals or otherwise, then Franchisor will have the right to terminate this Agreement upon fifteen (15) days' notice of default. During such fifteen (15) day notice period, Franchisee will have an opportunity to cure such breach. If Franchisee has not cured such breach within the fifteen (15) day notice period to Franchisor's reasonable satisfaction, Franchisor will have the right to terminate this Agreement and all other agreements between Franchisor and Franchisee.

12.2 Immediate Termination By Franchisor. Franchisor may terminate this Agreement, and all other agreements between Franchisor and Franchisee, in its sole discretion and election, effective immediately upon Franchisor's delivery of written notice of termination to Franchisee based upon the occurrence of any of the following events which will be specified in Franchisor's written notice, and Franchisee will have no opportunity to cure a termination based on any of the following events:

(a) Franchisee fails to begin operating the JFE Unit within two (2) months of the Effective Date or the date requested by Store Owner, taking into account delays due to events beyond Franchisee's reasonable control;

(b) Franchisee has misrepresented, misstated or failed to state any material fact to Franchisor in connection with obtaining this Agreement or any other agreement between Franchisor and Franchisee or in any communication to Franchisor under this Agreement or any other agreement between Franchisor and Franchisee, whether or not such misrepresentation, misstatement or failure to state is intentional;

(c) Franchisee fails or refuses to pay, on or before the date payment is due, any fees or other amounts payable to Franchisor, its affiliates, and the default continues for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

(d) Franchisee breaches its obligation pursuant this Agreement and under the Operating Manuals to use only products and suppliers approved by Franchisor;

(e) Franchisee breaches any of its confidentiality, indemnity, insurance or noncompetition obligations under this Agreement;

(f) Franchisee fails or refuses to submit any report or financial statement, or return the JFE Operating Manual or SOP Manual as requested, on or before the date due, and should the default continue for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

(g) Franchisee or its principals fails to complete successfully any additional training required to Franchisor's satisfaction;

(h) Franchisee abandons or fails or refuse to actively operate the JFE Unit for three (3) consecutive days, or any period such that Franchisor may reasonably conclude that Franchisee does not intend to continue operating it, unless Franchisee obtains Franchisor's written consent to close the JFE Unit for a specified period of time;

(i) Franchisee loses the right to possession of the Location, or Franchisee's right to use the Location is terminated by Store Owner, for any reason;

(j) Any person who is required by this Agreement to personally guaranty Franchisee's obligations to Franchisor fails or refuses to execute and deliver Franchisor's form of guaranty for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

(k) Franchisee commits an event of default under any other agreement by and between Franchisee and Franchisor pertaining to the JFE Unit and franchise awarded by this Agreement which, by its terms, cannot be cured or which Franchisee fails to cure within the allowed time period. Except as otherwise specified herein, Franchisee's breach of one agreement/addendum with Franchisor shall, at Franchisor's election also constitute a breach of

every other agreement/addendum between Franchisee and Franchisor. Franchisor's election to enforce or not enforce this provision will not constitute a waiver of any of Franchisor's rights or remedies against Franchisee hereunder;

(l) Franchisee violates any health, safety or sanitation law, ordinance or regulation, or any rules, procedures or food safety requirements of the Store Owners, and does not begin to cure such noncompliance or violation immediately, or does not correct such noncompliance or violation within twenty-four (24) hours of receiving written notice thereof;

(m) Franchisee becomes insolvent and/or files for bankruptcy or similar protection, and such insolvency or bankruptcy or similar condition remains in effect for more than sixty (60) days;

(n) Franchisee makes any general arrangement or assignment for the benefit of creditors or becomes a debtor as that term is defined in 11 U S C § 1101 or any successor statute, unless, in the case where a petition is filed against Franchisee, Franchisee obtains an order dismissing the proceeding within 30 days after the petition is filed, or should a trustee or receiver be appointed to take possession of all, or substantially all, of the assets of the JFE Unit, unless possession of the assets is restored to Franchisee within 30 days following the appointment, or should all, or substantially all, of the assets of the JFE Unit or the franchise rights be subject to an order of attachment, execution or other judicial seizure, unless the order or seizure is discharged within 30 days following issuance;

(o) Franchisee, or any officer, director, shareholder, member, manager, agent or employee of Franchisee, is convicted of or pleads no contest to a felony charge or engages in any conduct or practice that, in Franchisor's reasonable opinion, reflects unfavorably upon or is detrimental or harmful to: (i) the Franchisor's relationship with the Store Owner (including the use of any of Store Owner's products without payment), or (ii) the Franchisor's good name, goodwill or reputation of Franchisor;

(p) Franchisee fail to comply with the conditions governing the transfer of rights under this Agreement in connection with a Transfer;

(q) If Franchisee is an entity, an order is made or resolution passed for the winding-up or the liquidation of Franchisee or should Franchisee adopt or take any action for its dissolution or liquidation, and if Franchisee is an individual, his/her death or permanent disability;

(r) Franchisee have received from Franchisor, during any consecutive 2 year period, two (2) or more notices of default whether or not the notices relate to the same or to different defaults and whether or not each default is timely cured by Franchisee;

(s) Franchisee make any unauthorized use, publication, duplication or disclosure of any Confidential Information or any portion of the Operating Manuals, or should any person required by this Agreement to execute a confidentiality agreement with Franchisor or Franchisee breach the confidentiality agreement;

(t) Franchisee materially misuses or makes an unauthorized use of any of the components of System or commit any other act which does, or can reasonably be expected to, materially impair the business, reputation or goodwill associated with any aspect of the System or the JFE Marks;

(u) Franchisee makes or attempts to make any payments or provide anything of value directly or indirectly to any employee or agent of Franchisor or its affiliates to obtain undue or improper benefits or advantages in violation of Franchisor's policies or any applicable laws;

(v) Franchisee fails to comply with any violation of federal, state or local law, within 10 days after being notified of non-compliance; and

(w) Franchisor makes a reasonable determination that Franchisee's continued operation of the JFE Unit will result in imminent danger to public health or safety.

Franchisor's right to terminate this Agreement pursuant to this Section will be in addition to all other remedies that Franchisor may have against Franchisee under this Agreement, or otherwise.

12.3 Early Termination By Franchisee. Subject to Section 3.14, Franchisee will have the right to terminate this Agreement at any time for any reason upon 90 days prior written notice to Franchisor, or such earlier date as may be agreed by Franchisor and Franchisee.

12.4 Effects of Termination. Upon termination or expiration of the franchise, Franchisee's right and privilege to use the JFE Marks, Franchisor's trade secrets, all components of the System and the Operating Manuals will absolutely and unconditionally cease. Upon termination or expiration of the franchise, Franchisee will immediately (i) cease operations of the JFE Unit, (ii) discontinue use of the JFE Marks, Franchisor's trade secrets, the System, and the Operating Manuals, (iii) return the Operating Manuals and delete electronic copies of the Operating Manuals, if any, (iv) pay to Franchisor all amounts owed pursuant to this Agreement and any other agreements between Franchisor and Franchisee, and (v) vacate the Location and provide all necessary assistance and cooperation with Franchisor in the orderly wind down of Franchisee's operations. The termination or expiration of this Agreement will result in the concurrent, and automatic, termination of all agreements between the parties pertaining to the JFE Unit or the franchise granted by this Agreement and will also permit Franchisor to enforce any guaranty of Franchisee's obligations given to Franchisor as required by this Agreement. Notwithstanding the termination or expiration of this Agreement, the parties agree that any other franchise agreements then in effect between the parties concerning other JFE sushi bars owned by Franchisee will remain in full force and effect, unless the grounds which Franchisor has relied upon to terminate this Agreement also constitute grounds for terminating the other franchise agreements and Franchisor has satisfied all requirements to terminate the other franchise agreements. All agreements and obligations of Franchisee, which by their nature would continue beyond the termination or expiration of this Agreement will survive termination or expiration of this Agreement.

13. Indemnity and Insurance.

13.1 Indemnity. Franchisee will be fully responsible for any damage, loss or other claims arising out of this Agreement, the performance of Franchisee's obligations hereunder, or the operation of the JFE Unit. Franchisee will indemnify, defend and hold harmless Franchisor, its affiliates, and each of their partners, shareholders, directors, officers, employees, consultants, attorneys, accountants and agents, from and against any and all fines, suits, proceedings, claims, demands, actions, losses, damages (actual, consequential or otherwise), fees (including attorneys' fees and related expenses) arising out of, or in connection with Franchisee's ownership or operation of the JFE Unit, the performance of Franchisee's obligations hereunder,

or breach of this Agreement. Franchisor will have the right to defend and/or settle any claim against or involving Franchisor in such manner as Franchisor deem appropriate or desirable in its sole discretion, in each case without affecting Franchisor's right to indemnification under this Section. The indemnity under this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The indemnities and assumptions of liabilities and obligations in this Agreement will continue in full force and effect after the expiration or termination of this Agreement until all applicable statutes of limitations have expired.

13.2 Insurance.

(a) Franchisor will provide commercial general liability insurance for the JFE Unit under Franchisor's group insurance policy and deduct Franchisee's portion of the premium costs on a weekly basis, which amount is calculated on the amount of sales at the Franchisee's JFE Unit. Franchisee will at all times during the term of this Agreement maintain in force, at its sole expense, on a primary, rather than on a participatory basis with Franchisor, the following insurance, naming Franchisor as an additional insured:

(i) Worker's compensation, employer's liability, and other insurance to meet statutory requirements; and

(ii) For any Satellite Unit and as may be required by Franchisor, automobile liability insurance for owned and non-owned automobiles, including personal injury, wrongful death, and property damage, with a single limit coverage as reasonably required by Franchisor.

(b) All insurance policies must be issued by an insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor as an additional insured, must contain a waiver of the insurance company's right of subrogation against Franchisor, and must provide that Franchisor will receive 30 days' prior written notice of termination, expiration, or cancellation of the policy. Franchisor may reasonably increase the minimum liability protection requirement annually and require at any time on reasonable prior notice to Franchisee different or additional kinds of insurance to reflect inflation, changes in standards of liability, or higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. Franchisee will submit to Franchisor upon request a copy of the certificate of or other evidence of the renewal or extension of each insurance policy. Franchisee's obligations to obtain and maintain the insurance described are not limited in any way by reason of any insurance maintained by Franchisor, nor does Franchisee's performance of obligations relieve Franchisee of any indemnification obligations under Section 13.1 of this Agreement.

14. Use of Entity.

14.1 Entity Franchisees. Upon the consent of Franchisor, the rights granted by this Agreement may be performed by a non-individual entity (such as a corporation or limited liability company) that (a) conducts no business other than the operation of the JFE Unit (or other JFE sushi bars under franchise or other agreements granted by Franchisor), and (b) is directly owned by the same individuals in the same proportions. Franchisee will not use any of the JFE Marks or any part thereof in its entity or fictitious business name. The articles of incorporation, by-laws and other organizational documents of any entity that is Franchisee must recite that the issuance of any interest is restricted by the terms of this Agreement and all issued

and outstanding stock certificates or similar evidences of ownership must bear a legend reflecting or referring to the restrictions. Franchisee must furnish to Franchisor at any time upon request a certified copy of its organizational documents and a list of all owners of record and all persons having beneficial ownership in Franchisee, reflecting their respective interests in Franchisee, in a form attached as Exhibit A-1 or as Franchisor requires.

14.2 Principals and Guaranty. For purposes of this Agreement, “principals” will mean, if Franchisee is a business entity, any officer or manager of the entity or any person that owns, or later, owns or acquires, either legally or beneficially a ten percent (10%) or greater equity or voting interest in Franchisee (such as stock in a corporate franchisee, or a membership interest in an LLC franchisee). Notwithstanding anything to the contrary in this Agreement, each principal owner will be individually bound by all of the obligations in this Agreement, including payment obligations and covenants concerning confidentiality and noncompetition, and will personally guarantee Franchisee’s performance under this Agreement by signing Franchisor’s then-current form of guaranty, in the form attached hereto as Exhibit B. No principal owner may, within the term specified in this Agreement, hold an ownership interest in or perform services in any capacity for any other quick service food business that serves sushi or related products. In the event a principal’s relationship with a Franchisee entity is terminated (by sale or otherwise), this Agreement shall be deemed to have been terminated with respect to that principal.

14.3 Acting Principal. Franchisee will provide the name, position and ownership interest of all principals as of the date of this Agreement and name an Acting Principal to interface with Franchisor. “Acting Principal” means, if Franchisee is a business entity, that principal who will be the designated operator who will oversee and supervise the JFE Unit’s management and operation. There may be more than one Acting Principal.

14.4 Assignment to Entity. If Franchisee is an individual, any assignment of this franchise to a corporation or limited liability company formed and controlled by Franchisee to operate the JFE Unit will require the express written consent of Franchisor. Franchisee will be and remain, together with said entity and the entity’s owners, jointly and severally liable for all obligations under this Agreement. Franchisee will continue to supervise the operation of the JFE Unit.

15. Covenant Against Competition.

(a) In consideration of Franchisor’s providing operations and management training to Franchisee and disclosing to Franchisee the System and other trade secrets, Franchisee and its principals covenant and agree that, during the term of the franchise and for two (2) years after its expiration or termination, Franchisee and its principals will not own or operate, directly or indirectly, or accept employment by, hold an interest in, or perform services in any capacity for any quick service food business that serves sushi or related products, except as a franchisee of Franchisor.

(b) During the term of the franchise, this covenant not to compete will apply anywhere in the United States; for the two-year period after the franchise expires or is terminated, the covenant will apply within 5 miles of the JFE Unit and within 5 miles of each other Franchisor-owned or franchised JFE sushi bar then operating or under development. For purposes of calculating the duration of the two-year period, any time during which Franchisee or its principals are in violation or breach of the covenant will be excluded.

(c) Franchisee and its principals acknowledge that their covenant not to compete is reasonable and necessary to protect the business and goodwill of the System and to avoid misappropriation or other unauthorized use of the System and Franchisor's other trade secrets. Franchisee and its principals acknowledge and confirm that they possess the education, training and experience necessary to earn a reasonable livelihood apart from operating a business that serves sushi as its principal product.

16. Miscellaneous.

16.1 Incorporation of Recitals. The Recitals set forth in the first page of this Agreement are incorporated herein by this reference as though set forth herein.

16.2 Notices. All notices, requests, demands and other communications that may be given or are required to be given under this Agreement will be in writing and in the English language. All communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given if properly addressed on the earlier of: (i) the date when delivered by hand, (ii) the date when delivered by fax or e-mail if confirmation of transmission is received or can be established by the sender, (iii) one business day after delivery to a reputable national overnight delivery service, or (iv) 5 days after being placed in the U.S. Mail and sent by certified or registered mail, postage prepaid, return receipt requested. Notices will be directed to the address shown first above, or to such other address as each party hereto may from time to time designate by written notice to the other party as provided herein.

16.3 No Agency Relationship. Franchisor and Franchisee understand and agree that this Agreement does not create a fiduciary relationship between Franchisor and Franchisee, that Franchisor and Franchisee are and will be independent contractors throughout the term of this Agreement, and that nothing in this Agreement is intended to make either Franchisor or Franchisee a general or special agent, joint venturer, partner, or employee of the other for any purpose. It is acknowledged and understood that Franchisee is the independent owner of Franchisee's business, will be in full control thereof and will conduct Franchisee's business in accordance with its own judgment and discretion, subject only to the terms and conditions of this Agreement. Neither Franchisor nor Franchisee will be liable for the debts or obligations of the other unless expressly assumed in writing. Neither Franchisor nor Franchisee will make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, represent that their respective relationship is other than franchisor and franchisee, or be obligated by or have any liability under agreements or representations made by the other that are not expressly assumed in writing. Franchisee will not attempt to obligate Franchisor for purchases or other obligations incurred by Franchisee. Any and all agreements made by Franchisee will be executed in Franchisee's name alone, and will not purport to be executed by or on behalf of Franchisor. Franchisor will not be liable for any damages to any person or property directly or indirectly arising out of Franchisee's operation of the JFE Unit or Franchisee's conduct of business pursuant to this Agreement.

16.4 Waiver. Any waiver granted by Franchisor to Franchisee excusing or reducing any obligation or restriction imposed under this Agreement will be in writing and will be effective upon delivery of such writing by Franchisor to Franchisee or upon such other effective date as specified in the writing, and only to the extent specifically allowed in such writing. No waiver granted by Franchisor, and no action taken by Franchisor, with respect to any third party will limit Franchisor's sole discretion to take action of any kind, or not to take action, with

respect to Franchisee. Any waiver granted by Franchisor to Franchisee will be without prejudice to any other rights Franchisor may have. The rights and remedies granted to Franchisor are cumulative, and no delay on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude Franchisor from fully exercising such right or remedy or any other right or remedy Franchisor's acceptance of any payments made by Franchisee after a breach of this Agreement will not be, nor be construed as, a waiver by Franchisor of any breach by Franchisee of any term, covenant or condition of this Agreement.

16.5 Consents and Approvals. Whenever Franchisor's consent or approval is required under this Agreement, it may be granted or withheld in Franchisor's sole discretion. In no event will Franchisor be required to pay any claim, whether directly, by way of set-off, counterclaim, defense or otherwise, for money damages or otherwise by reason of any withholding or delaying of consent or approval by Franchisor. Franchisee's sole remedy for any such claim is to submit it to mediation or arbitration as provided in this Agreement.

16.6 Severability. The provisions of this Agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision will be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision will be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any manner.

16.7 Entire Agreement; Amendments. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee. Franchisee acknowledges that it is entering into this Agreement as a result of its own independent investigation of Franchisor's franchised business and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

16.8 Binding Authority. Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the respective Party and bind said Party to the terms of this Agreement.

16.9 Successors. The covenants, agreements, terms and conditions contained in this Agreement will be binding upon, and will inure to the benefit of, the successors, assigns, heirs and personal representatives of the parties hereto

16.10 Time of the Essence. Time is of the essence in the performance for the performance of each covenant and condition contained in this Agreement.

16.11 Force Majeure. In the event that either party is delayed or hindered in the performance of any obligation hereunder by reason of any cause beyond that party's reasonable control, then performance of such obligation will be excused for the period of the delay and the period for performance of any such obligation will be extended for a period equivalent to the period of such delay; provided, however, that any such extension will not exceed ninety (90) calendar days. The provisions of this Section will not operate to excuse either party from the prompt payment of any amounts due and owing to the other party pursuant to the provisions of this Agreement.

16.12 Governing Law; Dispute Resolution.

(a) Except as otherwise stipulated in subsections (c) and (d), or unless expressly prohibited by the franchising statutes of the state in which the JFE Unit is located, this Agreement will for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the state of Texas, without giving effect to principles of conflicts or choice of law. Any Texas law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(b) The parties agree to use their best efforts to resolve and settle by direct, private negotiation any dispute that arises under or in relation to this Agreement or that concerns the relationship created by this Agreement. If the parties cannot resolve and settle a dispute by private negotiation within 30 days after one party gives the other written notice that a dispute exists, the parties mutually agree to submit the dispute to non-binding mediation.

(c) If the parties cannot fully resolve and settle a dispute through mediation within 30 days after the mediation conference concludes, all unresolved issues involved in the dispute will be submitted to binding arbitration, as follows: Arbitration will be instituted in accordance with the rules of the American Arbitration Association ("AAA") in Harris County, Texas, before a single arbitrator. In no event will the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. AAA will provide the parties with a list of at least three (3) neutral arbitrators from which the parties will select the arbitrator. Should the parties fail to agree upon and select an arbitrator therefrom, AAA will make the selection from said list. Each party shall, however, be given the right of one (1) preemptory challenge. Arbitration will be held and conducted before the one (1) selected arbitrator, whose decision will be final and binding on the parties. Any such arbitration proceeding will be completed expeditiously and without undue delay or expense, and the arbitrator will be directed to follow the terms of this Agreement in any arbitration proceeding. The costs and fees of the arbitrator will be borne equally by the parties. The losing party, as determined by the arbitrator, will pay the prevailing party's reasonable attorneys' fees. The arbitrator's award will be final and binding on all parties, and neither party will have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by law.

(d) Notwithstanding subsections (b) and (c), Franchisor will not be obligated to mediate or arbitrate any claim arising from Franchisee's alleged infringement of the JFE Marks or other alleged misappropriation of Franchisor's intellectual property, including, but not limited to, in enforcing its intellectual property rights upon the expiration (without renewal) or termination of the franchise. The parties agree that any action based on infringement of any of

the JFE Marks or misappropriation of Franchisor's other intellectual property, will be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act, and will be litigated in any federal District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction of and venue in any such federal District Court and that service of process by certified mail, return receipt requested, will be sufficient to confer in personam jurisdiction over them in connection with any intellectual property litigation.

16.13 Attorney's Fees. In the event of any arbitration, lawsuit, or any other legal proceedings between the Parties hereto arising out of the obligations of Franchisor or Franchisee under this Agreement or concerning the meaning or interpretation of any provision contained herein, the losing Party will pay the prevailing Party's costs and expenses of such arbitration or suit, including, without limitation, reasonable attorney's fees

16.14 Headings; Language. The paragraph and subparagraph headings contained in this Agreement are solely for convenience and will not be used to define or construe any of the terms or provisions hereof. The language used in this Agreement will in all cases be construed simply according to its fair meaning and not strictly for or against Franchisor, Franchisee or the drafter of the applicable language. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the context may require. The singular will include the plural and the masculine gender will include the feminine and neuter, and vice versa, as the context may require.

16.15 Survival of Certain Rights/Obligations. The respective rights and obligations of Franchisor and Franchisee, which by their nature would continue beyond the termination or expiration of this Agreement will survive termination or expiration of this Agreement.

16.16 Covenant and Condition. Each provision of this Agreement performable by Franchisee will be construed to be both a covenant and a condition.

16.17 Submission of Agreement. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement will become effective only upon execution by Franchisor and Franchisee.

16.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. A party's signature to this Agreement transmitted by facsimile or electronic mail will have the same legal force and effect as the original. Each of the undersigned represents and warrants that he is duly authorized by the contracting party to sign this Agreement on behalf of said party.

16.19 Risk, Success of Franchise Business. By executing this Agreement, Franchisee represents and warrants that no person acting on Franchisor's behalf has made any representations or promises to Franchisee that are not contained in this Agreement, including, without limitation, representations or promises about actual or potential sales, earnings, gross profits or net profits, and Franchisee is not relying on any representations or promises except those representations set forth in this Agreement. Franchisee understands and agrees that owning the JFE Unit involves business risks and the success of the JFE Unit will depend primarily on Franchisee's investment of time, capital and personnel, the desirability of the Location in Franchisee's local market, and factors beyond Franchisor's or Franchisee's control including,

without limitation, local competition, consumer preferences, inflation, labor costs, the Store Owner, and market conditions, which may be difficult to anticipate.

16.20 Franchisor's Right to Vary Terms and Standards. Because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisee acknowledges that Franchisor specifically reserves the right and privilege, as Franchisor considers to be best, to vary terms and standards for any franchise owner based upon the peculiarities of any condition that Franchisor considers important to that franchise owner's successful operation. Franchisee has no right to require Franchisor to grant Franchisee a similar variation or accommodation.

16.21 Limitation of Claims. Any and all claims arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date Franchisee or Franchisor knew of the facts giving rise to such claims. In addition, Franchisee must give Franchisor written notice of at least fourteen (14) days prior to filing arbitration or litigation. In the event Franchisee fails to give said notice, Franchisor is entitled to dismissal of the action, without prejudice, and Franchisee must reimburse Franchisor its costs and expenses incurred in connection with the action.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the date first stated above.

FRANCHISEE

JFE FRANCHISING, INC.

By:

By:

Name:

Title:

Name:

Title:

Exhibits:

- Exhibit A – Basic Information
- Exhibit A-1 – Business Entity Information
- Exhibit B – Guaranty
- Exhibit C – Form of Employee Confidentiality Agreement
- Exhibit D – General Release

**EXHIBIT A to Franchise Agreement
BASIC INFORMATION**

1. **Location.** The JFE Unit to be operated by Franchisee pursuant to this Agreement will be located at the following premises:

Store Owner: _____

2. **Franchisee Name and Address.** If Franchisee is a business entity, Exhibit A-1 must be completed.

3. **Initial Term:** _____

4. **Initial Franchise Fee.** _____

JFE Unit Type: _____

5. **Opening Date.** Franchisee must open the JFE Unit for business by _____.

6. **Defined Terms** All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit will have the same meaning as ascribed to them in the Agreement.

FRANCHISEE

JFE FRANCHISING, INC.

By:

Name:
Title:

By:

Name:
Title:

**EXHIBIT A-1 to Franchise Agreement
BUSINESS ENTITY INFORMATION**

This form must be completed if Franchisee is a business entity (a corporation, limited liability company or similar entity). This form must also be re-signed whenever there is any permitted change in a “principal” as defined in the Agreement.

1. **Form of Franchisee.**

- Corporation
- Limited Liability Company
- Other, Specify _____

2. **Business Entity.**

Legal name of Franchisee: _____.
 Incorporation or Formation Date: _____
 State of Formation: _____.

3. **Business Entity Owners.** The following list includes the full name and mailing address of each person who is an owner of Franchisee (shareholders, members, etc.), including principals, and the nature of each owner's position and ownership interest in Franchisee.

Name and Address	Description/Amount of Ownership Interest (Shares)	Ownership %

- 4. **Acting Principal.** Provide the name, position and ownership interest of the Acting Principal as of the date of this Agreement: _____
- 5. **Entity Documents.** Franchisee must attach copies of articles of incorporation or organization, shareholder, or LLC operating agreements.
- 6. **Representation.** Franchisee represents and warrants that the information provided in this form is true, accurate and complete and that Franchisor may consider this statement as continuing to be true, accurate and correct until a written notice of change in ownership and/or in the status of any Principal is given to Franchisor by Franchisee.

**FRANCHISEE
PRINCIPALS**

JFE FRANCHISING, INC.

Name:

By:

Title:

Name:

Title:

Name:

Title:

EXHIBIT B to Franchise Agreement GUARANTY

In consideration for, and as an inducement for JFE Franchising, Inc. ("Company") to enter into the Franchise Agreement dated _____ (the "Agreement") (capitalized terms not defined herein will have the respective meanings as set forth in the Agreement) with _____ ("Franchisee"), and all other written agreements between Company and Franchisee relating to the JFE Unit and franchise granted under the Agreement (with the Agreement, collectively, the "Documents"), and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned (whether one or more, herein called "Guarantor"), each an owner of 5% or more of the outstanding equity interests in Franchisee under the Agreement to which this Guaranty is annexed, agree as follows:

1. Guarantor, jointly and severally, unconditionally, absolutely and irrevocably guarantees and promises to perform, discharge and pay to Company, its representatives, successors and assigns or any transferee of this Guaranty, on demand, in lawful money of the United States of America and in immediately available funds, any and all obligations (the "Guaranteed Obligations") of Franchisee to Company under the Documents. Guarantor agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the noncompetition, confidentiality, transfer, and arbitration requirements. Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection, and is not conditional or contingent upon the genuineness, validity, regularity or enforceability of any underlying agreements or related documents or other instruments relating to the obligations hereby guaranteed or the pursuit by Company of any remedies which it may now have or may hereafter have with respect thereto.
2. This Guaranty is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guaranty will remain effective until the Guaranteed Obligations have been fully paid, performed and discharged, and Company has given written notice of that fact to Guarantor.
3. Each Guarantor represents that he or she owns an equity or beneficial interest in Franchisee and that he or she is receiving consideration from the Guaranteed Obligations that is a material, direct benefit to such Guarantor. Each Guarantor consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors.
4. Guarantor agrees that it is directly and primarily liable to Company, that their obligations hereunder are independent of the Guaranteed Obligations and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Franchisee or whether Franchisee is joined in any such action or actions. Guarantor agrees that any releases which may be given by Company to Franchisee or any other guarantor or endorser will not release Guarantor from this Guaranty.
5. In addition to the payment of expenses, Guarantor agrees to indemnify, defend, exonerate, pay and hold Company and the partners, officers, directors, employees, agents and attorneys of Company, and officers, directors, employees, agents and attorneys of Company's affiliates (the "Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel to Company and expert witness fees and disbursements) for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee will be designated a party thereto, that may be imposed on, incurred by or asserted against any such Indemnitee, in any manner relating to or arising out of or in connection with this Guaranty (the "Indemnified Liabilities"). Notwithstanding the foregoing,

Indemnified Liabilities will not include liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements to the extent caused by or resulting from the willful misconduct or gross negligence of any Indemnitee.

6. Guarantor hereby authorizes Company, without notice or demand and without affecting the liability of Guarantor hereunder, from time to time to:

(a) Renew, compromise, extend, refinance, accept partial payments, accelerate or restructure the Guaranteed Obligations or otherwise change the time for payment or the terms of any of the Guaranteed Obligations,

(b) Waive, amend, rescind or modify any of the terms or provisions of the Documents;

(c) Settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations, or any part thereof, and any security or collateral therefor in any manner as Company may determine in its sole discretion,

(d) Take and hold collateral to secure the payment of the Guaranteed Obligations and exchange, enforce, waive and release any such collateral, and apply such collateral and direct the order or manner of sale thereof as Company in its sole discretion may determine,

(e) Release or substitute any one or more endorser(s) or other guarantor(s); and

(f) Assign, without notice, this Guaranty in whole or in part and Company's rights hereunder to any one at any time.

Guarantor agrees that Company may take any or all of the actions set forth in this Section 5 in such manner, upon such terms, and at such times as Company, in its sole discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing Guarantor from its undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

7. Guarantor hereby waives any right to assert against Company as a defense, counterclaim, setoff or crossclaim, any defense (legal or equitable), counterclaim, setoff or crossclaim which Guarantor may now or at any time hereafter have under applicable law, rule, arrangement or relationship against Franchisee, Company or any other party Guarantor waives all defenses, counterclaims and setoffs of any kind or nature arising, directly or indirectly, from the present or future lack of perfection, sufficiency, validity or enforceability of the Documents or any security interest thereunder

8. Guarantor hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by Company, which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Franchisee for reimbursement, or any other rights of Guarantor to proceed against any other person or security, including, but not limited to, any defense based upon an election of remedies by Company.

9. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, notices of default, notice of acceptance of this Guaranty, diligence, and notices of the existence, creation or incurrence of the Guaranteed Obligations or of new or additional Guaranteed Obligations incurred or created after the date of this Guaranty, and all other notices or formalities to which Guarantor may be entitled under applicable law.

10. As a condition to payment or performance by Guarantor under this Guaranty, Company will not be required to, and Guarantor hereby waives any and all rights to require Company to, prosecute, seek to enforce, or exhaust any remedies against Franchisee or any other party liable to Company on account of the Guaranteed Obligations or to require Company to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to Franchisee by Company or any other party on account of the Guaranteed Obligations.

11. Guarantor will have no right of subrogation, reimbursement, exoneration, contribution or any other rights that would result in Guarantor being deemed a creditor of Franchisee under the federal Bankruptcy Code or any other law.

12. WAIVER OF TRIAL BY JURY. EACH OF COMPANY AND GUARANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST GUARANTOR OR COMPANY ARISING OUT OF THIS AGREEMENT OR THE GUARANTEED OBLIGATIONS OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN COMPANY AND GUARANTOR OF ANY KIND OR NATURE. EACH SUCH PARTY ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING. EACH PARTY MAY WANT TO CONSULT WITH THEIR RESPECTIVE ATTORNEYS BEFORE WAIVING THEIR RIGHTS UNDER THIS SECTION.

13. Any and all present and future debts and obligations of Franchisee to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of Franchisee to Company. Any instruments now or hereafter evidencing any indebtedness of Franchisee to Guarantor will be delivered to Company. Upon the liquidation, bankruptcy, or distribution of any of Franchisee's assets, Guarantor will assign to the Company all of Guarantor's claims on account of such indebtedness so that Company will receive all dividends and payments on such indebtedness until payment in full of the Guaranteed Obligations. This Section 12 will constitute such an assignment if Guarantor fails to execute and deliver such an assignment

14. Guarantor's obligations under this Guaranty will continue in full force and effect and this Guaranty will not terminate until the Guaranteed Obligations are fully paid, performed and discharged and Company gives Guarantor written notice of that fact The Guaranteed Obligations will not be considered fully paid, performed and discharged unless and until all payments by Franchisee to Company are no longer subject to any right on the part of any person whomsoever, including, but not limited to, Franchisee, Franchisee as debtor-in-possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof.

15. If Franchisee is not liable on any of the Guaranteed Obligations because the act of their creation is *ultra vires*, or if the officers or persons incurring any of the Guaranteed Obligations acted in excess of their authority, and therefore the Guaranteed Obligations cannot be enforced against Franchisee, Guarantors will nevertheless be liable under this Guaranty. If any payment by Franchisee to Company is held to be a preference under the United States Bankruptcy Code, or if for any other reason Company is required to refund such payment or pay the amount thereof to any other person, such payment by Franchisee will not constitute a discharge of Guarantors from any liability under this Guaranty, and Guarantor agrees to pay such amount to Company upon demand.

16. If Franchisee's status should change through merger, consolidation or otherwise, this Guaranty will cover the Guaranteed Obligations of Franchisee under its new status, according to the terms of this Guaranty.

17. Each Guarantor agrees that this Guaranty is to be performed by Guarantor in Houston, Harris County, Texas, that this Guaranty will be deemed to be a contract made under the laws of Texas and that this Guaranty and the rights of the parties hereto will be governed by, interpreted in accordance with, and enforced under Texas law. In the event that Company should institute any suit against Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Company hereunder, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Company in enforcing this Guaranty or in any action or proceeding arising out of, or relating to this Guaranty.

18. This Guaranty embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Guaranty, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

19. Neither this Guaranty nor any rights under this Guaranty may be assigned by Guarantor without the prior written consent of Company. The provisions of this Guaranty will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

20. All notices or other communications required or permitted hereunder will be in writing to the other party at the address below, and will be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested. All notices to Company will include Guarantor's JFE Unit name, number and location. Notices will be addressed as follows:

If to Company: JFE Franchising, Inc.
 2021 Bingle Road.
 Houston, TX 77055

If to Guarantor: _____

Notice of change of address will be given by written notice in the manner detailed in this Section 17. Either party hereto may from time to time change its mailing address by written notice to the other. Notice will be deemed received upon personal delivery, three (3) days after the deposit in the United States mail if mailed as provided in this Section 18, or one (1) business day after deposit with a reputable overnight courier, provided that any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be considered to be effective as of the earlier of the date it is deemed delivered pursuant to the foregoing or the first date that notice was refused, unclaimed or considered undeliverable by the postal authorities, messenger or overnight delivery service.

21. This Guaranty may be amended, modified or supplemented only by a writing executed by each of the parties Any party may in writing waive any provision of this Guaranty to the extent such provision is for the benefit of the waiving party No waiver by any party of a breach of any provision of this Guaranty will be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party will be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

22. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or of each other agreement entered into pursuant to this Guaranty or affecting the validity or enforceability of such provision in any other jurisdiction.

23. Guarantor hereby represents and warrants to Company that (a) Guarantor has the requisite power and authority to execute and deliver this Guaranty; (b) Guarantor's execution, delivery and performance of this Guaranty will not violate any law, rule, regulation or judgment applicable to or agreement binding upon Guarantor; and (c) this Guaranty constitutes Guarantor's legal, valid and binding obligation enforceable in accordance with its terms. Guarantor agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guaranty.

IN WITNESS WHEREOF, each of the undersigned executed this Guaranty effective as of the same day and year as the Agreement was executed.

GUARANTOR SIGNATURES

[For each Guarantor:]

Signature: _____
Name Printed: _____
Street Address: _____
Telephone Number: _____
% of Ownership Interest: _____

EXHIBIT C to Franchise Agreement
Form of
EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of _____, by and between _____ ("Employee"), an individual residing at [Insert Address], and _____ ("Employer").

WHEREAS, Employer has been granted a franchise by JFE Franchising, Inc. ("Franchisor") and has the right to operate a JFE sushi bar, and Employer is obligated to obtain a written agreement from its employees who may have access to Confidential Information;

WHEREAS, in the course of Employee's employment with Employer, Employee will be exposed to and have access to confidential/proprietary information owned by Franchisor;

WHEREAS, Employer and Employee desire to set forth and memorialize Employee's obligations with respect to the non-disclosure of any such confidential information and in the absence of this Agreement, Employee understands that Employer would not hire or continue employment of Employee, or disclose such confidential information to Employee.

NOW THEREFORE, in consideration for the employment (and continued employment) of Employee by Employer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Confidential Information. During the term of employment under this Agreement, Employee will have access to and become acquainted with various proprietary and confidential information of Franchisor. "Confidential Information" means all information of a non-public, confidential and proprietary nature relating to the Franchisor's business and operations, including, without limitation, recipes, products and services, food preparation methods, techniques, formats, specifications, procedures, information, systems, processes, know-how, teaching materials, sales techniques, financial data, product plans, costs, prices, business or marketing plans, Employer's and Franchisor's business relationships, supplier lists, financial data, trade secrets, product plans, historical operational data, manufacturing processes, technical data, equipment, projects, research and development data, customer identities, and any other information or materials considered proprietary by the Franchisor, in any form or medium and regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information.
2. Acknowledgment of Confidentiality. Employee acknowledges and agrees that during the term of employment, Employee will be exposed to, have access to, and become acquainted with such Confidential Information, whether inherently as a function of providing duties in the course of employment, incidentally, or otherwise. Prior to employment, Employee acknowledges that he or she had no experience or information regarding the operations of a quick service sushi bar. Employee's knowledge of the Confidential Information was obtained solely through Employer during the course of employment. Employee understands and agrees that all Confidential Information disclosed or exposed to Employee, or which comes into Employee's possession, is the sole and exclusive property of Franchisor. Employee agrees that Employee has a duty to maintain the Confidential Information as confidential and secret during and after Employee's employment with Employer and during and after the term of employment with Employer. Employee further understands and acknowledges that if any Confidential Information becomes available to third parties, Employer and/or Franchisor will be adversely affected and suffer damages.
3. Nondisclosure and Obligation of Confidentiality. Employee may use Confidential Information for the sole purpose of performing Employee's duties in the course of employment or providing the services on behalf of Employer and will not utilize the Confidential Information beyond or outside such employment without first having obtained the written consent of Employer. Employee covenants that Employee (a) will not use the Confidential Information in any other business or capacity, (b) will maintain the absolute

confidentiality of the Confidential Information during and after the term of this Agreement, and (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form.

4. Effective Date. The parties agree that the provisions of this Agreement are effective as of the date Confidential Information is first disclosed to Employee. Employee represents and warrants that Employee has maintained the Confidential Information as provided for herein and has not otherwise violated the terms of this Agreement prior to its execution by Employee.

5. Intended Third Party Beneficiary. The parties acknowledge and agree that Employer's Franchisor, JFE Franchising Inc., is an intended third party beneficiary of this Agreement, and accordingly, that said JFE Franchising, Inc., as well as Employer, shall have the right to enforce the provisions of this Agreement against Employee. Neither this Confidentiality Agreement between Employer and Employee, nor this Paragraph 5, which makes Franchisor an intended third party beneficiary, constitutes control by Franchisor over the Employee's conditions of employment, or creates an employee or joint employee relationship between JFE Franchising, Inc. and Employee.

6. Breach. In the event Employee breaches the terms of this Agreement, Employee understands and agrees that Employee will be held personally liable for any damages, claims, and losses incurred by Employer as a result of any such breach by Employee, including Franchisor's reasonable costs and expenses, including attorneys' fees and costs incurred in such litigation, arbitration or proceeding. Employee understands and agrees that monetary damages would not be sufficient to compensate Employer or Franchisor for the damage it may incur as a result of a breach by Employee of this Agreement. Consequently, Employee agrees that Employer or Franchisor may enforce its rights by means of specific performance and injunctive relief (temporary, preliminary and permanent), and Employee agrees to pay the other party's costs of any such action, including reasonable attorneys' fees.

7. Return of Employer Materials. Upon termination of Employee's employment with Employer, Employee will not take or retain any physical property (e.g., documentation, printouts, computer files with or without data), both confidential and not confidential, which is owned by Franchisor, or which was made available or accessible to Employee as a consequence such employment.

8. General. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to conflict of law principles. The recitals set forth above shall be deemed incorporated in full into and as part of this Agreement by this reference. The terms of this Agreement and the confidentiality covenants herein shall survive termination of employment. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible. This Agreement may not be modified, released, discharged or otherwise terminated in whole or in part except by a written instrument signed by an authorized official of Franchisor. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. A party's signature to this Agreement transmitted by facsimile or electronic mail shall have the same legal force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first seen above.

Employee

[Employer]

Name (print):

By:
Its:

**EXHIBIT D to Franchise Agreement
GENERAL RELEASE**

THIS GENERAL RELEASE (this "Release") is made by as of _____, by the undersigned ("Releasor") in favor of JFE Franchising, Inc. ("Franchisor") and the other parties designated below. Releasor hereby agrees with Franchisor as follows:

1. Release. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor, on behalf of itself and its successors and assigns, hereby irrevocably, unconditionally and fully releases and forever discharges Franchisor and each of its partners, officers, directors, employees, stockholders, agents, attorneys, successors, assigns, affiliates and all persons acting by, through, under or in concert with them (collectively, "Releasees") from any and all actions, causes of actions, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, judgments, losses, costs and expenses, including without limitation attorneys' fees, of any nature whatsoever, whether in tort (including, without limitation, acts of active negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected, fixed or contingent ("Claim" or "Claims") which Releasor now has, owns, holds, or claims to have, own or hold, or at any time heretofore had, owned, held or claimed to have, owned or held, against each or any of Releasees. Furthermore, it is understood and agreed that any and all rights granted to Releasor under California Civil Code Section 1542 or similar codes where the JFE Unit is located are hereby expressly waived. Such statute reads as follows.

"Certain claims not affected by general release A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding said statutory provision, and for the purpose of implementing a full and complete release and discharge, Releasor hereby waives the benefit of the above code provision, and the law of any other state or jurisdiction to similar effect, and acknowledges that the release set forth herein is intended to include in its effect, without limitation, all claims which Releasor does not know or suspect to exist in its favor.

2. Full and Independent Knowledge. Releasor represents and warrants to the Releasees that it has carefully read and understands the scope and effect of each provision contained herein. Releasor further represents and warrants that it does not rely and has not relied upon any representation or statement made by any of Releasees or any of their representatives with regard to the subject matter, basis or effect of this Release, except to the extent contained herein.

3. Ownership of Claims. Releasor represents and warrants to Releasees that it has not assigned or transferred, or purported to assign or transfer, any Claim or any portion thereof or any interest therein, and agrees to indemnify, defend and hold Releasees harmless from and against any Claim based on or arising out of any such assignment or transfer or purported assignment or transfer.

4. Successors. This Release will be binding upon the successors and assigns of Releasor.

5. WAIVER OF TRIAL BY JURY. RELEASOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST EITHER PARTY ARISING OUT OF THIS AGREEMENT OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE PARTIES HERETO OF ANY KIND OR NATURE RELEASOR ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

6. Further Assurances. Releasor, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the subject matter hereof.

7. Miscellaneous

(a) This Release will be construed in accordance with and all disputes hereunder will be governed by the internal laws of the State of Texas.

(b) In the event of any controversy or dispute arising out of this Release, the prevailing party or parties will be entitled to recover from the non-prevailing party or parties, reasonable expenses, including, without limitation, attorneys' fees and costs actually incurred.

(c) Should any provision of this Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions will not be affected thereby and said illegal or invalid part, term or provision will be deemed not to be a part of this Release.

(d) This Release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

(e) Any provision of this Release which may be prohibited by law or otherwise held invalid will be ineffective only to the extent of such prohibition or invalidity and will not invalidate or otherwise render ineffective the remaining provisions of this Release.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above

RELEASOR:

ACCEPTED AND AGREED:

JFE Franchising, Inc., a Texas corporation

By: _____

Name:

Title:

JFE - SNOW FOX

INITIAL TRAINING AGREEMENT

EXHIBIT C

INITIAL TRAINING AGREEMENT

THIS INITIAL TRAINING AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, TX 77055 ("Franchisor"), and _____, whose address is _____ ("Trainee").

RECITALS

A. Franchisor and/or our affiliates have developed distinctive business systems, operating formats, signs, methods, procedures, menu, recipes, trade dress, designs and marketing standards and formats, all of which Franchisor may improve, further develop or otherwise modify from time to time (collectively, the "System") using the trademark "Snow Fox" and other associated names, for the operation of sushi bars that are operated as departments within supermarkets, grocery stores, and other facilities (such as universities and corporate settings). For purposes of this Agreement, an "affiliate" of a person is anyone controlling, controlled by, or under common control with the specified person.

B. Franchisor has the right to grant franchises to third parties, who meet Franchisor's qualifications, to operate sushi bars using the System, and in connection therewith Franchisor offers an initial training program regarding Franchisor's System, which must be completed to Franchisor's satisfaction.

C. Trainee desires to receive the initial training required by Franchisor.

NOW, THEREFORE, in consideration of the matters recited above, the mutual promises herein contained and other good and valuable consideration, Franchisor and Trainee agree as follows:

1. Training.

1.1 Initial Training Program. Franchisor will provide the initial training program (the "Initial Training Program") to Trainee, which must be completed by Trainee, any proposed manager of the Trainee, and any employee of Trainee who prepares or handles food items. Such persons will attend the Initial Training Program for the full number of scheduled hours and days as required by Franchisor. The Initial Training Program will be furnished at Franchisor's headquarters or at another location place and time as may be designated by Franchisor. The Initial Training Program required for Trainee and any proposed managers or employees of Trainee will consist of 20 hours of training provided over a 1 week period. Trainee will exert, and cause any of its managers to exert, best efforts to complete the Initial Training Program to Franchisor's satisfaction.

1.2 Fees. The 20-hour Initial Training Program required for Trainee and any proposed managers and employees of Trainee will cost \$500 per person. All training fees must be paid upon execution of this Agreement, are fully earned when paid, and no portion of it is refundable under any circumstances. Trainee will be responsible for all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at the Initial Training Program.

1.3 No Obligation to Grant Franchise; Disclaimers. The parties acknowledge that Trainee desires to become a franchisee of Franchisor, and that attending and completing the Initial Training Program to Franchisor's satisfaction is a prerequisite requirement to becoming a franchisee. Notwithstanding anything to the contrary in this Agreement, neither the execution of this Agreement nor the completion of training will create any obligation on the part of Franchisor to grant Trainee a franchise, as Trainee must complete the training to Franchisor's satisfaction. If, after the Initial Training Program, Franchisor determines in its sole discretion that Trainee has not completed the training to Franchisor's satisfaction and is not qualified to manage the JFE franchise, Franchisor may decline to grant a franchise to Trainee. Franchisor makes no warranty, guarantee or representation, either express or implied, with respect to any information disclosed during the Initial Training Program, or with regard to contents or results of the Initial Training Program. Franchisor is not responsible for any personal injury, damage, or loss to Trainee incurred during any training program, and Trainee agrees to indemnify and hold Franchisor harmless from any claims or actions arising out of the negligent acts, omissions, or willful misconduct of Trainee during the training program. Franchisor does not warrant that the training will meet Trainee's

expectations, needs or requirements.

2. Confidential Information.

2.1 Nondisclosure. Franchisor possesses certain confidential information consisting of the System, including recipes, methods, techniques, formats, specifications, procedures, information, systems, and knowledge of and experience in the operation and licensing of JFE sushi bars stores, including but not limited to, the Franchisor's operating manual (the "Confidential Information"). Franchisor will disclose the Confidential Information to Trainee during the training program and in the operating manual. Trainee acknowledges that the Confidential Information is proprietary and is a trade secret of Franchisor. Trainee covenants that Trainee (a) will not use the Confidential Information in any capacity as set forth herein, (b) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form, and (d) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information. Trainee acknowledges and agrees that this Agreement does not grant Trainee any right to use any of Franchisor's or its affiliates' marks, intellectual property rights, or the System, except for the sole purpose of attending and completing the Initial Training Program.

2.2 Operating Manual. During the Initial Training Program, Franchisor will loan to Trainee a copy of Franchisor's confidential operating manual, containing the specifications, standards and operating procedures prescribed by Franchisor for the System. The operating manual ("Operating Manual") may consist of one or more handbooks or manuals and will include one set of Standard Operating Procedures ("SOP") and one Operating Manual for JFE Franchise. Trainee will treat all information contained in the Operating Manual as confidential and will keep the information secret. Trainee may only use the Operating Manual for the sole purpose of attending and obtaining training pursuant to this Agreement. The Operating Manual and (and copies thereof) is, and will always remain, the sole property of Franchisor. Trainee will not make any copies of the Operating Manual and will return the Operating Manual upon completion of training.

2.3 Enforcement. Trainee acknowledges that Franchisor would have difficulty protecting its trade secrets against unauthorized use or disclosure and would be unable to provide training. Trainee acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Franchisor irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Franchisor will be entitled to injunctive relief and/or specific performance in addition to all other remedies otherwise available to Franchisor at law and/or equity. If it becomes necessary to enforce the terms of this Agreement, Trainee will be obligated to pay all costs reasonably incurred by Franchisor in pursuing such enforcement, including attorneys' fees, court costs, collection costs and any and all costs incurred.

3. General.

(a) Binding. The obligations contained in this Agreement are binding upon Trainee and Trainee's directors, officers, employees, agents and representatives.

(b) Choice of Law; Venue. This Agreement will be governed by the laws of the State of Texas, and the parties hereto agree that the venue of any action arising in regard to this Agreement will be Harris County, Texas, and the parties hereto agree to the jurisdiction and venue of the courts of said state and county to the exclusion of any other courts which otherwise may have had jurisdiction.

(c) Arbitration. Except as provided in Section 2.3 of this Agreement, if the parties cannot resolve and settle a dispute arising under or in relation to this Agreement by private negotiation

within 30 days after one party gives the other written notice, the parties mutually agree to submit and resolve all issues involved in the dispute to binding arbitration. Arbitration will be instituted before the American Arbitration Association (“AAA”) in Harris County, Texas, before a single arbitrator. In no event will the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. AAA will provide the parties with a list of at least three (3) neutral arbitrators from which the parties will select the arbitrator. Should the parties fail to agree upon and select an arbitrator therefrom, AAA will make the selection from said list. Each party shall, however, be given the right of one (1) peremptory challenge. Arbitration will be held and conducted before the one (1) selected arbitrator, whose decision will be final and binding on the parties. Any such arbitration proceeding will be completed expeditiously and without undue delay or expense, and the arbitrator will be directed to follow the terms of this Agreement in any arbitration proceeding. The costs and fees of the arbitrator will be borne equally by the parties. The losing party, as determined by the arbitrator, will pay the prevailing party’s reasonable attorneys’ fees. The arbitrator’s award will be final and binding on all parties, and neither party will have any right to contest or appeal the arbitrator’s award except on the grounds expressly provided by law.

(d) Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

(e) No Exclusive Remedy. No remedy or election hereunder will be deemed exclusive but will be cumulative with all other remedies available at law or in equity.

(f) Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions hereof will survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the parties hereto insofar as that is possible.

(g) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and replaces and supersedes any and all prior or contemporaneous agreements or understandings, written, oral or otherwise with respect to the subject matter hereof. This Agreement and any of its terms and provisions may only be amended, modified, supplemented or waived in writing signed by both parties hereto.

(h) Assignment; Successors. None of the rights created under this Agreement may be assigned by Trainee without the prior written consent of Franchisor. This Agreement will be binding upon and inure to the benefit of Franchisor, its successors and assigns, and Trainee and its successors and permitted assigns.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. A party’s signature to this Agreement transmitted by facsimile or electronic mail will have the same legal force and effect as the original. Each of the undersigned represents and warrants that he is duly authorized by the contracting party to sign this Agreement on behalf of said party.

(j) Force Majeure. In the event that either party is delayed or hindered in the performance of any obligation hereunder by reason of any cause beyond that party’s reasonable control, then performance of such obligation will be excused for the period of the delay and the period for performance of any such obligation will be extended for a period equivalent to the period of such delay; provided, however, that any such extension will not exceed thirty (30) calendar days. The provisions of

this Section will not operate to excuse either party from the prompt payment of any amounts due and owing to the other party pursuant to the provisions of this Agreement.

(k) Modification. Trainee acknowledges and agrees that, as required by business conditions, geographic area including expansion, and/or other business factors as may be reasonably determined by Franchisor in its sole discretion, Franchisor may waive or modify the terms of the initial training agreement to other trainees, the terms and conditions of which may differ from those set forth in this Agreement. Trainee further understands and agrees that Franchisor has made no representations regarding the uniformity of its training agreements or arrangements.

(l) FDD. Trainee acknowledges having had an opportunity to review Franchisor's Franchise Disclosure Document for at least 14 calendar days before signing any agreement with Franchisor or making any payment to Franchisor, to consult with an attorney and other professional advisors of Trainee's choice, and Trainee has made the decision whether to consult with such advisors. Trainee represents and warrants that no person acting on Franchisor's behalf has made any representations or promises to Trainee about actual or potential sales, earnings, gross profits or net profits of a JFE sushi bar, and Trainee is not relying on any representations or promises in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first seen above.

Trainee

JFE FRANCHISING, INC.

Name (print):

By:
Its:

JFE - SNOW FOX

ADDENDUM FOR SATELLITE UNIT

EXHIBIT D

ADDENDUM TO FRANCHISE AGREEMENT FOR SATELLITE UNIT

This Addendum to Franchise Agreement for Satellite Unit (the “Addendum”) is made as of _____ (the “Effective Date”), by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, TX 77055 (“Franchisor”), and _____, whose address is _____ (“Franchisee”).

WHEREAS, Franchisor and Franchisee entered into a Franchise Agreement on or about _____ (the “Agreement”) whereby Franchisor granted a franchise to Franchisee to operate a quick service JFE sushi bar (the “JFE Unit”) using the Franchisor’s System; and

WHEREAS, Franchisee desires the right to prepare pre-packaged sushi products made at the JFE Unit to be sold through a self-service type station at a satellite location, pursuant to the terms and conditions set forth in this Addendum and the Agreement.

NOW, THEREFORE, in consideration of the matters recited above, Franchisor and Franchisee agree as follows:

1. Grant. Franchisor grants to Franchisee the limited, nonexclusive right to establish and operate a satellite location (the “Satellite Unit”) by which customers may purchase pre-packaged sushi products made at the JFE Unit via a self-service type station within a separate supermarket, grocery store, or other location close to the JFE Unit (the “Satellite Facility”). While Franchisor currently does not require a franchise fee for a Satellite Unit, Franchisee acknowledges that Franchisor reserves the right to charge such fees in the future.

2. Term. The term of this Addendum will begin on the Effective Date and terminate upon the termination or expiration of the underlying Agreement, or earlier as set forth herein. Franchisee will begin providing products to the Satellite Unit by the date set forth in Exhibit A. Notwithstanding the foregoing, this Addendum and the right to operate a Satellite Unit may be terminated at any time for any and no reason by Franchisor upon seven (7) days notice. Franchisee may terminate this Addendum upon thirty (30) days notice to Franchisor. Termination of this Addendum will not by itself require the termination of the Agreement, unless the grounds which Franchisor has relied upon to terminate this Addendum also constitute grounds for terminating the Agreement. Upon termination of this Addendum and the Satellite Unit, Franchisee will comply with all obligations set forth in Section 12 of the Agreement as they relate to the Satellite Unit.

3. Compensation.

a. Subject to Section 3 of the Agreement, Franchisor will remit to Franchisee as commission the percentage amounts of Gross Sales of the Satellite Unit, as collected and reported by the owner of the Satellite Facility, as set forth in Exhibit A. Franchisor will receive and retain the compensation and the percentage amounts of Gross Sales of the Satellite Unit as set forth in Exhibit A. Subject to Section 3 of the Agreement, Franchisor will remit the amounts due to Franchisee (generally, on a weekly basis), within 45 days after receiving the sales report and payment for the applicable period from the owner of the Satellite Facility. Notwithstanding the foregoing, the first payment of commissions due to Franchisee related to the Satellite Unit may be remitted up to eight (8) weeks after the date of opening of the Satellite Unit, or such time as such sums are held by the owner of the Satellite Facility. Notwithstanding anything to the contrary, Franchisor’s sole obligation will be to remit to Franchisee the agreed upon portion (pursuant to this Agreement) of the actual amounts received from the owner of the Satellite Facility.

b. Notwithstanding any designation made by Franchisee, Franchisor will have the right apply any Gross Sales sums received from the Facility Owner toward any past due payment obligations Franchisee may owe under any agreement between Franchisor and Franchisee. Franchisee acknowledges and agrees that Franchisor has the right to offset any amounts Franchisee owes to Franchisor. Franchisor will forward to Franchisee the amounts remaining after such deductions.

4. Operations.

a. Before Franchisee operates and provides products to the Satellite Unit, Franchisor may elect to provide the Satellite Unit with such equipment, initial supplies and inventory that Franchisor considers necessary to start operating. Franchisee will pay Franchisor's charges for these items. Without limiting the foregoing, Franchisee will be required to purchase and use only an NSF camcarrier for the delivery of sushi products to the Satellite Unit.

b. Franchisee must perform all food preparation only at the JFE Unit. Franchisee must inspect and stock the Satellite Unit at least once daily and cause a sufficient amount of sushi and/or other food products to be placed in the display case by 9 a.m. every day. Franchisor will have the right to revise these requirements from time to time.

c. Franchisee may not sell products at any site other than the JFE Unit and the Satellite Unit.

d. Franchisee will be solely responsible for operating the Satellite Unit, and will at all times operate the Satellite Unit in compliance with this Addendum and the Agreement.

e. Franchisee will obtain any additional insurance for the Satellite Unit as may be required by Franchisor, as set forth in the Agreement.

5. Conversion into Full Sushi Bar. Franchisor will have the right to convert the Satellite Unit into a full JFE franchise location in its sole discretion, and will further have the right to grant such franchise to any party as it determines in its sole direction. In the event a Satellite Unit operated by Franchisee is converted to a full JFE franchise location and Franchisee is selected by the Franchisor to operate such location, Franchisee will enter into another franchise agreement in the then current form and pay Franchisor's then current initial franchise fee.

6. General. The Recitals set forth in the first page of this Addendum are incorporated herein by this reference as though set forth herein. This Addendum may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. A party's signature to this Addendum transmitted by facsimile or electronic mail will have the same legal force and effect as the original. Each of the undersigned represents and warrants that he is duly authorized by the contracting party to sign this Addendum on behalf of said party. It is further agreed that all the terms, conditions, covenants and provisions of the aforementioned Agreement will remain in full force and effect insofar as they are not inconsistent with this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date first above written.

FRANCHISEE

JFE FRANCHISING, INC.

By:
Its:

By:
Its:

Exhibit A to Addendum for Satellite Unit

BASIC INFORMATION

1. **Location.** The Satellite Unit to be operated by Franchisee pursuant to this Agreement will be located at the following premises:

Satellite Facility Owner: _____

2. **Franchise Fee.** None, not applicable
3. **Opening Date.** Franchisee must open the Satellite Unit for business by _____.
4. **Defined Terms** All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit will have the same meaning as ascribed to them in the Agreement.

FRANCHISEE

JFE FRANCHISING, INC.

By:
Its:

By:
Its:

JFE - SNOW FOX

PURCHASE AGREEMENT AND EXHIBITS

EXHIBIT E

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of _____ (the “Effective Date”) by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, Texas 77055 (“Seller”), and _____, whose address is _____ (“Buyer”).

RECITALS

A. Seller or its affiliate, owns a license to operate and grant franchises to third parties to operate, within supermarkets, grocery stores, and other facilities sushi bars using the trademark “Snow Fox”.

B. Seller is the owner of certain furniture, equipment, inventory (collectively, the “Assets”) related to a JFE sushi bar located within the supermarket, grocery store or third party facility set forth in Exhibit A (the “Location”).

C. Seller desires to sell to Buyer, and Buyer is desirous of purchasing from Seller the Assets, terms and conditions set forth in this Agreement. Buyer further desires to use the Assets to operate the sushi bar under a franchise obtained from JFE Franchising, Inc. (“Franchisor”).

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the parties hereby agree as follows:

Article 1.

Asset Sale and Purchase Transaction

1.1 Sale and Purchase of Assets. On the terms and subject to the conditions set forth herein, at the Closing (as defined below in Section 2.1) Seller will sell, assign, convey, transfer, and deliver to Buyer, and Buyer will purchase from Seller, the Assets set forth in Exhibit A. Buyer agrees that the Assets do not include, and this Agreement does not sell or transfer to Buyer, any right, title or interest in or to, the trade name “Snow Fox” or any of the other trade names or service marks which are proprietary to Franchisor, or any permits, licenses or regulatory approvals issued to, or used by, Seller to conduct the business that is presently being conducted within the Location.

1.2 Purchase Price; Payment of Purchase Price. Buyer has delivered or will deliver to Seller the purchase price of _____ for the Assets (the

“Purchase Price”). Seller and Buyer agree to negotiate in good faith with respect to the allocation of the Purchase Price among the Assets; provided, however, that such agreement shall not constitute a condition to either party's obligation to consummate the transactions contemplated by this Agreement. Buyer and Seller agree that their agreed upon allocation shall be used, reported and implemented for all federal, state, local and other tax purposes.

1.3 Assumption of Liabilities. Except as excluded in Exhibit B, Buyer will assume and perform and pay when due all the debts, liabilities, obligations, and contracts of the Assets of every kind, character, or description, whether accrued, absolute, contingent, or otherwise, existing as of the date of this Agreement. In addition, Buyer shall bear and pay, and shall hold harmless and indemnify Seller and each of the directors, officers, shareholders, employees, agents and other affiliates of Seller from and against, all sales taxes, use taxes and other similar taxes incurred in connection with the sale and conveyance of the Assets, and Buyer will pay its

portion, prorated as of the closing date, of state and local real and personal property taxes of the business.

1.4 Franchise. Buyer shall contemporaneously enter into a franchise agreement with Franchisor and pay all amounts due under such franchise agreement. Buyer acknowledges that the Location is in a supermarket, grocery store or other venue owned, leased, and/or operated by a third party (“Facility Owner”). Buyer further acknowledges that Buyer’s right to operate any business at the Location is subject to an agreement between Facility Owner and Franchisor, and that the Facility Owner may object to or require adjustments to Buyer’s operation of the franchised business. Franchisee acknowledges and agrees that termination of the agreement with Facility Owner may result in the termination of the rights to operate the business at the Location.

Article 2. Closing

2.1 Closing. The closing of the sale and transfer of the Assets (the “**Closing**”) and the consummation of the other transactions contemplated by this Agreement shall take place on or before _____ (the “**Closing Date**”) provided, however, that the Closing Date

may be any other date that is mutually agreed upon in writing by Buyer and Seller. The Closing shall be deemed to be effective for tax, financial and accounting purposes as of 5:00 P.M. (PST) on the Closing Date.

2.2 Deliveries by Seller. Seller will deliver to Buyer on the Closing Date, in consideration for receipt of the Purchase Price, an executed Bill of Sale attached as Exhibit C, and possession and control of all of the Assets to Buyer.

2.3 Deliveries by Buyer. Buyer will deliver to Seller on the Closing Date, a check or confirmation of wire transfer in the amount of the Purchase Price, and all consents, agreements, and other instruments and documents, required to be delivered at or prior to the Closing Date or otherwise required to implement the intent of this Agreement;

Article 3. Seller’s Representations and Warranties

Seller warrants to Buyer as follows:

3.1 Due Organization. Seller warrants to Buyer that Seller is a corporation duly organized and existing under the laws of the State of Texas, and is in good standing in the State of Texas.

3.2 Title to Assets. Seller warrants that it has good and marketable title to all assets covered by this Agreement.

3.3 Authority to Sell. Seller has full power and authority to sign, deliver and perform this Agreement and sell the Assets to Buyer.

Article 4. Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows:

4.1 Due Organization. Buyer represents and warrants to Seller that Buyer is a _____ duly organized and existing under the laws of the State of _____, is

duly qualified to transact business in the State of [_____], and is in good standing in the State of [_____].

4.2 Power. Buyer has the power and authority to enter into this Agreement and any agreements related hereto to which it is or is to become a party and perform its obligations under this Agreement and under such agreements contemplated hereby.

4.3 Authorization; Enforceability. This Agreement and all agreements contemplated hereby to which Buyer becomes a party, has been duly executed and delivered by Buyer, and constitutes the legal, valid and binding obligations of Buyer enforceable against it in accordance with their respective terms. Each agreement contemplated hereby to which Buyer is to become a party, when executed and delivered by Buyer, will constitute the legal, valid and binding obligation of Buyer, enforceable against it in accordance with the terms of such legal agreement. All agreements contemplated hereby to which Buyer is or is to become a party have been duly and validly authorized by all necessary limited liability company proceedings by Buyer.

4.4 No Breach or Violation. Neither the signing nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with or result in a violation or breach of, or constitute a default under, any mortgage, lease or agreement, pursuant to which Buyer is a party or violate any judgment, order, permit, or decree binding on Buyer. Buyer represents that no consent, approval, or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement.

4.5 Inspection. Buyer acknowledges and agrees that it, prior to the execution of this Agreement, have had the right to (i) inspect and investigate each and every aspect of the Assets, and all factors relevant thereto, including, without limitation, the value of said Assets, (ii) review all information in the possession of Seller pertaining to the Assets, (iii) the cooperation of Seller's officers, employees, and agents, with respect to such information, and (iv) conduct and perform valuations regarding each of the Assets. Buyer has agreed to the Purchase Price on the basis of its own independent investigation and credit evaluation of the Assets.

4.6 As-Is Condition. BUYER HAS THOROUGHLY INSPECTED THE ASSETS AND AGREES TO ACCEPT THE ASSETS CONTEMPLATED TO BE TRANSFERRED BY THIS AGREEMENT IN AN "AS IN" AND "WHERE IS" CONDITION, WITHOUT ANY REPRESENTATION OR WARRANTY FROM SELLER REGARDING CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER'S EXECUTION OF THIS AGREEMENT SHALL BE DEEMED A CONCLUSIVE PRESUMPTION THAT BUYER HAS ACCEPTED THE PHYSICAL CONDITION OF THE ASSETS. Buyer further represents to Seller that Buyer has diligently studied and analyzed the market for sushi bars. Buyer further expressly acknowledges that neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations of any kind, nature, or description, direct or implied, verbal or written, with respect to said Assets. Buyer hereby waives the benefit of any statute, law, or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this Section.

4.7 Finders' Fees; No Existing Discussions. Neither Buyer nor any of its respective officers, members or employees has employed any broker or finder or incurred any liability for any brokerage fee, commission or finders' fee in connection with any of the transactions contemplated by this Agreement. As of the date of this Agreement, Buyer is not engaged, directly or indirectly, in any discussions or negotiations with any other party with respect to a proposal to acquire, in any manner, the assets of Buyer or the capital stock of Buyer .

Article 5. Covenants

5.1 Further Assurances. After the date of this Agreement, and for no further consideration except as set forth herein, the parties shall execute and deliver such additional documents and take such additional actions as may be deemed reasonably necessary or advisable by any party in order to consummate the transactions contemplated by this Agreement.

5.2 Confidential Information. Buyer agrees that, unless and until the purchase and sale of the Assets has been consummated, Buyer and its officers, directors, and other representatives will hold in strict confidence all confidential data and information with respect to the Assets and Seller's business obtained in connection with this Agreement; and if the transactions contemplated by this Agreement are not consummated, Buyer will return to Seller all confidential written data and information obtained from Seller as it may reasonably request.

5.3 Bulk Sales. The parties mutually agree to waive compliance with the bulk sales provisions of the Uniform Commercial Code of the State in which the Assets are located, or any other applicable "bulk transfer" law in connection with the sale of the Assets. Buyer agrees that Buyer shall be solely liable for any and all damages arising from Buyer's non-compliance with the bulk sales law and hereby waives any and all rights of reimbursement Buyer may have against Seller arising under any law, statute or regulation. Buyer agrees to indemnify Seller from any loss, cost or expense (including attorneys' fees and costs) of Seller which arises from Buyer's failure to comply with all such applicable laws. Nothing herein contained shall be construed as an acknowledgment by any person that any such law is applicable to such sale.

5.4 Obligations to Personnel. Seller shall be solely responsible for payment of and shall pay all compensation due or to become due to personnel of the JFE sushi operated at the Location for services performed through the Closing Date.

5.5 Condition Precedent. On or before the Closing, the following conditions must be satisfied or this Agreement will be terminated and no longer have any force or effect: (i) no statute, rule, regulation, order, stay, injunction, or decree shall have been promulgated, enacted, entered, or enforced by any United States federal or state government, governmental authority, governmental agency or court of competent jurisdiction, which would prevent or make illegal the sale of the Assets to Buyer and the payment of the Purchase Price, (ii) Buyer must have entered into a franchise agreement with Franchisor.

5.6 Default. If Buyer breaches its duties, covenants and/or obligations that are required to be performed under the terms of this Agreement or franchise agreement (each, a "default"), Seller may seek to enforce any remedy to which Seller may be entitled, whether at law or in equity, except as otherwise provided in this Agreement.

Article 6

Survival of Representations, Warranties and Covenants; Indemnification.

6.1 Survival of Representations, Warranties and Covenants. All warranties, representations, covenants, obligations and agreements contained in this Agreement shall survive the deliveries made pursuant to Section 2.

6.2 Indemnification. Buyer shall indemnify, defend, save and hold harmless Seller and its officers, directors, employees, and agents (each, a “**Indemnitee**”) from and against any and all damages (collectively, “**Damages**”) directly or indirectly asserted against, imposed upon, resulting to, or incurred or required to be paid by Indemnitee from or in connection with, (i) any breach or inaccuracy of any representation or warranty made by Buyer in this Agreement or in any certificate or document delivered by Buyer in connection with this Agreement or any other agreement to which Buyer is a party, and (ii) a breach or nonperformance of any covenant made or obligation undertaken by Buyer in or in connection with this Agreement or any other agreement to which Buyer is or is to become a party.

Article 7 Miscellaneous

7.1 Costs and Expenses. Except as set forth herein, Buyer and Seller shall each pay its respective legal and other transactional fees and expenses incurred by or on behalf of it in connection with this Agreement and the transactions contemplated hereby.

7.2 Notices. All notices given or made in connection with this Agreement shall be in writing. Delivery of written notices shall be effective upon receipt. All deliveries shall be made to the following addresses:

(i) if to Buyer:

(ii) if to Seller:

Any party may change the address to which notice (or copies) to it shall be addressed by giving notice of that change to the other parties in accordance with this Section.

7.3 Assignment. This Agreement and all the rights and powers granted by this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall have any right to assign, transfer, alienate, encumber or hypothecate any of its rights or obligations hereunder without the express prior written consent of the other party; provided that Seller may assign this Agreement and its rights, interests or obligations hereunder to any affiliate of Seller.

7.4 Consideration; Recitals; Governing Law; Jurisdiction. The parties acknowledge the mutual receipt and sufficiency of valuable consideration for the formation of the legally binding contract represented by this Agreement. The consideration includes all of the representations, warranties, covenants and obligations contained in this Agreement. The recitals

set forth on page one of this Agreement are incorporated into this Agreement and made a part of this Agreement. Except with respect to injunctive relief, for any disputes arising between the parties in connection with this Agreement and the transactions contemplated hereby, the parties shall make a good faith effort to reach an amicable resolution for a period of thirty (30) days. Any dispute arising from or related to this Agreement and the transactions contemplated hereby shall be decided by a court of law in Harris County, Texas, without regard to venue, *forum nonconveniens* or personal jurisdiction issues, all challenges to which are hereby waived. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of law doctrines.

7.5 Amendment and Waiver; Cumulative Effect. To be effective, any amendment or waiver under this Agreement must be in writing and signed by the parties hereto. Neither the failure of any party to exercise any right, power or remedy provided under this Agreement or to insist upon compliance by any other party with its obligations under this Agreement, nor any custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver by such party of its right to exercise any such right, power or remedy or to demand such compliance. The rights and remedies of the parties are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter at law, in equity, by statute or otherwise.

7.6 Attorneys' Fees. In the event of any suit or other proceeding between the parties with respect to this Agreement or the subject matter of this Agreement, the prevailing party shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorneys' fees, expenses, and costs as actually incurred.

7.7 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between Buyer and Seller concerning their rights and obligations with respect to the sale and purchase of the Assets. Any agreements or representations respecting the Assets or sale to Buyer not expressly set forth in this Agreement shall have no effect, except for a subsequent written modification signed by the party to be charged.

7.8 Headings. The section headings in this Agreement herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

7.9 Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable legal requirement in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.10 Incorporation of Recitals. The Recitals set forth in the first page of this Agreement are incorporated herein by this reference as though set forth herein.

7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

The parties, each intending to be legally bound by this Agreement, have executed this Agreement as of the first date identified in the first sentence of this Agreement.

Seller

By: _____ Name:
Title: _____

Buyer

By: _____ Name:
Title: _____

Exhibit A to Purchase Agreement - Assets

Location:

Assets:

Exhibit B to Purchase Agreement – Excluded Liabilities

Exhibit C to Purchase Agreement – Bill of Sale

BILL OF SALE

Pursuant to and in compliance with that certain Purchase Agreement dated _____, _____, by and between [_____] (“**Seller**”) and [_____] (“**Buyer**”), the undersigned Seller, for the good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assets as defined in the Purchase Agreement.

SELLER MAKES NO WARRANTY OF MERCHANTABILITY NOR OF FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS. BUYER ACCEPTS THE ASSETS IN "AS-IS" AND "WHERE IS" CONDITION WITH ALL FAULTS.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this _____ day of _____, 20__.

Seller

By:
Its:

Buyer

By:
Its:

JFE - SNOW FOX

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OPERATING MANUAL
HOT FOOD PLAYBOOK
SOP MANUAL
(Standard Operating Procedures)

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JFE - SNOW FOX

LIST OF FRANCHISE OUTLETS

EXHIBIT G

EXHIBIT G
LIST OF FRANCHISE OUTLETS AS OF NOVEMBER 28, 2021 (1162)

Marife Paicaglino Macdermott	535 West Evergreen Ave	Palmer	AK	99645	309-318-1589
Ying Chen	20820 Interstate 30 North	Benton	AR	72019	646-595-8908
Peng Kam Thang	1410 Military Rd	Benton	AR	72015	214-972-4115
Dawt Bik Lian	1295 W Main St	Cabot	AR	72023	317-363-8380
John He	101 Oak St	Conway	AR	72032	832-703-9988
John He	855 Salem Rd	Conway	AR	72034	832-703-9988
Far Hnem Sung	215 Airport Rd	Hot Springs	AR	71913	214-407-2922
Far Hnem Sung	4407 Central Ave	Hot Springs	AR	71913	214-407-2922
Dawt Bik Lian	103 Gregory Pl	Jacksonville	AR	72076	317-363-8380
Chi Lung Tang	1725 S Caraway Rd	Jonesboro	AR	72401	561-309-0323
Eric Ngun	10300 N Rodney Parham Rd	Little Rock	AR	72227	469-432-7099
Tha Lian Hmung	14000 Cantrell Rd	Little Rock	AR	72223	214-516-8236
Eric Ngun	16105-B Chenal Pkwy	Little Rock	AR	72223	469-432-7099
Eric Ngun	8415 W Markham St	Little Rock	AR	72205	469-432-7099
Zaw Bah Cung	614 Beechwood St	Little Rock	AR	72205	214-962-8531
Robert Siang Lian Thang	1900 N Polk St	Little Rock	AR	72207	317-749-8910
Aye Myint Thwe	110 Commons Dr	Maumelle	AR	72113	417-771-1523
Dawt Bik Lian	2509 McCain Blvd	North Little Rock	AR	72116	317-363-8380
Mang Cung Lian	6929 John F Kennedy Blvd	North Little Rock	AR	72116	806-335-5284
Pau Kim Tuang	1009 W Main St	Russellville	AR	72801	501-457-1263
Soon Chol Kwon	39508 N. Daisy Mtn. Dr	Anthem	AZ	85086	623-330-7378
May Thu Kyaw	150 E Old West Highway	Apache Junction	AZ	85119	808-345-4726
Mai Hla Par	1575 N Dysart Rd	Avondale	AZ	85392	602-554-1907
Chun Hung Wong	1300 S Watson Rd	Buckeye	AZ	85326	602-502-2222
Bawi Hnin Thang	19600 W Indian School Rd	Buckeye	AZ	85396	432-235-8187
Hau Za Tung	1385 E Florence Blvd	Casa Grande	AZ	85222	602-579-5702
Bong Ho Jun	2858 N Pinal Ave	Casa Grande	AZ	85222	619-882-3121
Lal Lian Zam	4815 E Carefree Hwy	Cave Creek	AZ	85331	469-650-8682
May Hnin Si	29455 N Cave Creek Rd	Cave Creek	AZ	85331	602-387-0192
Siang Lian Tlung Neh	1950 W Ray Rd	Chandler	AZ	85224	480-669-8814
Jounghee Sim	2010 S Alma School Rd	Chandler	AZ	85286	623-826-9040
U Tejavanta	985 E Riggs Rd	Chandler	AZ	85249	828-216-5598
Taek Hoon Kang	2929 E Ocotillo Rd	Chandler	AZ	85249	480-868-4834
Hye Sook Kim	222 W Willis Rd	Chandler	AZ	85286	602-615-6012
Maung Tin Nyunt Aung	201 N Switzer Canyon Dr	Flagstaff	AZ	86001	702-574-2300
Nay Nay Nway	855 W Warner Rd	Gilbert	AZ	85233	702-882-5715
Chelsea Sunghee Jeong	714 S Val Vista Dr	Gilbert	AZ	85296	562-279-3685
Quoc Thang Mai	87 E Williams Field Rd	Gilbert	AZ	85295	714-873-1716
Hlei Mang Lian	1455 N Higley Rd	Gilbert	AZ	85234	602-314-0644
David Zam Suan Mung	1845 E Baseline Rd	Gilbert	AZ	85233	904-629-5806
Ceu Cinthang Chinson	4075 E Williams Field Rd	Gilbert	AZ	85295	602-737-7325
Kungzathang Cangmah	6470 S Higley Rd	Gilbert	AZ	85298	602-349-8811
Lian Bik	20220 N 59th Ave	Glendale	AZ	85308	317-699-3320
Rem Puii	6625 W Happy Valley Rd	Glendale	AZ	85310	480-430-1286
Khin Hla Yi Aung	6611 W Bell Rd	Glendale	AZ	85308	602-919-8965
Kam Hui Joe	16380 W Yuma Rd	Goodyear	AZ	85338	602-418-9760
Paul Mang Bawi	13730 W Camelback Rd	Litchfield Park	AZ	85340	602-796-6406
Iyang K Padilla	12100 N Thornydale Rd	Marana	AZ	85653	520-461-8489
Myung Mi Hwang	20797 N John Wayne Pkwy	Maricopa	AZ	85239	623-687-0659
Yunkyoung Lee	5941 E McKellips Rd	Mesa	AZ	85215	602-803-6664

Yong Ye Case	1915 S Power Rd	Mesa	AZ	85206	480-399-1102
Chit Moe Than	435 S Ellsworth Rd	Mesa	AZ	85208	602-412-8644
Nay Nay Nway	1935 N Stapley Dr	Mesa	AZ	85203	702-882-5715
Van Lal Uk	2724 S Signal Butte Rd	Mesa	AZ	85209	602-718-0517
Mina Kawachi Fleming	10661 N Oracle Rd	Oro Valley	AZ	85737	520-635-9067
Bawi Hmung	7455 W Cactus Rd	Peoria	AZ	85381	602-505-5495
Tluang Za Lian	9043 W Olive Ave	Peoria	AZ	85345	214-429-1870
Biak Za Pum	8375 W Deer Valley Rd	Peoria	AZ	85382	602-394-0455
Hye Sook Oh	25401 N Lake Pleasant Pkwy	Peoria	AZ	85383	602-820-6419
Pan Ei Thadar Soe	3616 E Ray Rd	Phoenix	AZ	85044	480-717-1151
Swe Swe Oo	2626 S 83rd Ave	Phoenix	AZ	85043	480-619-0999
Alex Tai Chi Chang	5140 W. Baseline Rd	Phoenix	AZ	85339	480-213-2282
Cung Lian Bawi	100 E Jefferson St	Phoenix	AZ	85004	623-570-4352
Pa Kim	6321 E. Greenway	Phoenix	AZ	85254	602-579-6118
Wai Wai Aung	4204 W Cactus Rd	Phoenix	AZ	85029	602-367-4799
David Zam Suan Mung	4724 N 20th St	Phoenix	AZ	85016	904-629-5806
Yun Kyung Park	4505 E Thomas Rd	Phoenix	AZ	85018	480-234-8070
Chanrea Joung	4707 E Shea Blvd	Phoenix	AZ	85028	480-332-1002
Eun Jin Kim	2727 W Bell Rd	Phoenix	AZ	85053	623-824-2582
Chi Lung Tang	1815 W Glendale Ave	Phoenix	AZ	85015	602-332-8991
Jung Sook Lee	3949 E Chandler Blvd	Phoenix	AZ	85048	480-227-4580
Za Liang Sang	2800 W Dove Valley Rd	Phoenix	AZ	85085	480-322-0926
Yong Hwa Kim	1311 E Bell Rd	Phoenix	AZ	85022	480-205-1143
Chimee Lena Ko	3198 Willow Creek Rd	Prescott	AZ	86301	623-326-0088
Van Hleih	950 W Fair St	Prescott	AZ	86301	317-847-5504
Chimee Lena Ko	3100 N Glassford Hill Rd	Prescott Valley	AZ	86314	623-326-0088
Hee Kyoung Son	15950 S Rancho Sahuarita Blvd	Sahuarita	AZ	85629	520-333-8760
Thang Ding Ca Rai	542 E Hunt Hwy	San Tan Valley	AZ	85143	602-829-0771
Kyunga Lee	155 W Combs Rd	San Tan Valley	AZ	85140	480-717-8367
Man Chin Tial	2785 N Scottsdale Rd	Scottsdale	AZ	85257	602-783-6503
Si Thawng Co Hlun	7770 E Mcdowell Rd	Scottsdale	AZ	85257	602-348-7939
Uk Peng Cin	4842 E Bell Rd	Scottsdale	AZ	85254	432-703-1279
James Khuk Her	10450 N 90th St	Scottsdale	AZ	85258	602-410-9492
Al Mawi	8900 E Via Linda	Scottsdale	AZ	85258	817-443-8109
Kyunga Jeon	20427 N Hayden Rd	Scottsdale	AZ	85255	623-696-2290
Sung Won Kim	4351 E Highway 90	Sierra Vista	AZ	85635	520-271-0963
Moe Moe Khaing	10660 W Grand Ave	Sun City	AZ	85351	716-867-5393
Tun Tun Oo	19403 N R H Johnson Blvd	Sun City West	AZ	85375	480-329-1906
Saw Min Thu Shane	15510 W Bell Rd	Surprise	AZ	85374	928-271-9107
Lay Lay Oo	13982 W Waddell	Surprise	AZ	85379	480-329-0940
Yin Yin Toe	15215 N Cotton Ln	Surprise	AZ	85388	680-255-7387
Inok Yim	1835 E Guadalupe Rd	Tempe	AZ	85283	602-626-0918
Hrang Tum Khuai	3232 S Mill Ave	Tempe	AZ	85282	602-214-3640
Biak Hup Cung	3255 S Rural Rd	Tempe	AZ	85282	432-349-9921
Hwan Sook Lee	9900 S Rural Rd	Tempe	AZ	85285	480-510-7192
Tun Tway	555 E Grant Rd	Tucson	AZ	85705	520-440-2366
Hyang Suk Kim	7812 E Speedway Blvd	Tucson	AZ	85710	520-609-8240
Taehwan Kim	3770 W Ina Rd	Tucson	AZ	85741	520-820-9508
Thang Khan Suum	7870 N Silverbell Rd	Tucson	AZ	85743	602-930-7198
John Yongmin An	1795 W Valencia Rd	Tucson	AZ	85746	512-900-0225
Myeong Suk Lee	8080 S Houghton Rd	Tucson	AZ	85747	520-405-7076
Maung Than Tway	2480 N Swan Rd	Tucson	AZ	85712	520-272-9572
Maung Tintun Aung	7050 E 22nd St	Tucson	AZ	85710	520-272-3736
Min Je Sung	4036 N 1st Ave	Tucson	AZ	85719	520-838-4179

Joon Myung Park	11203 S Frontage Rd	Yuma	AZ	85367	928-261-5563
Myong Won Kim	4137 Elverta Rd	Antelope	CA	95843	805-630-7301
Ji Na Yoo	19047 Bear Valley Rd	Apple Valley	CA	92308	626-679-8533
Debby Lal Nun Mawi	6801 Panama Ln	Bakersfield	CA	93313	432-234-7213
Debby Lal Nun Mawi	4200 Coffee Rd	Bakersfield	CA	93308	432-234-7213
Bin Zhang	6700 Lone Tree Way	Brentwood	CA	94513	925-329-1663
Linda Sung Chin	396 W Ashlan Ave	Clovis	CA	93612	309-207-2501
Regina Ann Cheung	8142 Sheldon Rd	Elk Grove	CA	95758	650-315-4698
Enkhtaivan Tumur	200 Blue Ravine Rd	Folsom	CA	95630	916-346-9850
Ji Na Yoo	14338 Foothill Blvd	Fontana	CA	92336	626-679-8533
Vanbawihnem Sung	4488 W. Shaw Ave	Fresno	CA	93722	317-956-7770
Xianglan Cui	603 S Placentia Ave	Fullerton	CA	92831	626-393-0886
Randy Jinho Leem	1390 S Beach Blvd	La Habra	CA	90631	213-819-2007
Eun Kyung Heo	28047 Scott Rd	Murrieta	CA	92563	951-287-3513
Ji Na Yoo	1100 Hamner Ave	Norco	CA	92860	626-679-8533
Jong Taek Hong	2245 S El Camino Real	Oceanside	CA	92054	480-225-8525
Gen Yoon Saechao	10151 Fairway Dr	Roseville	CA	95678	916-670-0215
Myong Won Kim	2300 Watt Ave	Sacramento	CA	95825	805-630-7301
Jong Hyun Kim	1055 Harriman Pl	San Bernardino	CA	92408	408-761-6737
Jung Il Hong	40435 Winchester Rd	Temecula	CA	92591	480-225-8525
Yanyuan Chen	855 Davis St	Vacaville	CA	95687	510-502-9901
Van Lian Hmung	3939 W Caldwell Ave	Visalia	CA	93277	317-378-0599
Hyo Jin Kim	8031 Wadsworth Blvd	Arvada	CO	80003	720-394-4659
Khua Lian Thang	15200 W 64Th Ave	Arvada	CO	80007	214-906-7359
Cungbong C Liancung	14967 Candelas Pkwy	Arvada	CO	80007	970-616-1725
Sonny Sunghun Paek	711 E Cooper Ave	Aspen	CO	81611	213-400-4248
John Hung Hmi	6412 S Parker Rd	Aurora	CO	80016	720-288-8369
Za Uk Lian	25701 E Smoky Hill Rd	Aurora	CO	80016	214-451-7358
Van Cung Thawng	18211 E Hampden Ave	Aurora	CO	80013	720-461-8868
Biak Ceu	3050 S Peoria St	Aurora	CO	80014	214-229-3118
Nawl Uk Thang	72 Beaver Creek Pl	Avon	CO	81620	801-865-8313
Hyung Kyung Kim	6550 Lookout Rd	Boulder	CO	80301	720-938-2079
Uk Cin Thang	3600 Table Mesa Dr	Boulder	CO	80305	515-421-5336
Reagon Van Ceu Lian	1650 30th St	Boulder	CO	80301	706-461-0357
Salai Kyi Soe	400 N Park Ave	Breckenridge	CO	80424	970-389-6274
Dawt Ceu	500 E Bromley Ln	Brighton	CO	80601	720-590-1400
Tum Lian Thang	100 N 50th Ave	Brighton	CO	80601	469-464-7372
Dar Cung	12167 Sheridan Blvd	Broomfield	CO	80020	463-463-2011
Farchin Sung	2355 W 136th Ave	Broomfield	CO	80232	214-527-4448
Bawi Lian	1051 Hwy 133	Carbondale	CO	81623	469-535-0673
Van Dawt Cam	7284 Lagae Rd	Castle Pines	CO	80108	214-659-2156
Mikyoung Han	5544 Promenade Pkwy	Castle Rock	CO	80108	720-427-8575
Bawi Hup Thawng	750 Ridge Rd	Castle Rock	CO	80104	469-268-0121
Khar Mang	19711 S Smokey Hill Rd	Centennial	CO	80015	972-697-6194
Ling Thang	7575 S University Blvd	Centennial	CO	80122	720-234-8345
Ngun Ceu Hmung	8200 S Holly St	Centennial	CO	80122	720-343-9304
Ming Qin Lin	1750 W Uintah St	Colorado Springs	CO	80904	917-981-1575
Ni lang	815 Cheyenne Meadows Rd	Colorado Springs	CO	80906	970-787-0811
Ngun Ro Thang	3570 Hartsel Dr	Colorado Springs	CO	80920	269-425-5414
Dawtchinsung Thawng	6030 Stetson Hills Blvd	Colorado Springs	CO	80923	317-801-4761
Johnpaul Cung Lianhup	9225 N Union Blvd	Colorado Springs	CO	80920	203-439-1231
Khua Tin Sang	3620 Austin Bluffs Pkwy	Colorado Springs	CO	80918	214-682-0445
Ram Lian Thang	3250 Centennial Blvd	Colorado Springs	CO	80907	210-978-2694
Jp Mah Chei	7915 Constitution Ave	Colorado Springs	CO	80951	432-880-3303

Hram Cung	15051 E 104Th Ave	Commerce City	CO	80022	720-322-5593
Chin Ku	25637 Conifer Rd	Conifer	CO	80433	806-340-4830
Charles Vanhoelyan	1331 N Speer Blvd	Denver	CO	80204	469-475-2781
Ramtin Thang	1355 Krameria St	Denver	CO	80220	720-469-9448
Sui Hlei Sang	3100 S Sheridan Blvd	Denver	CO	80227	214-475-9414
Sang Ceu Lian	6470 E Hampden Ave	Denver	CO	80222	720-998-9580
Van Lal Hruai	1155 E 9th Ave	Denver	CO	80218	720-629-2860
Za Bawi Bik	2750 S Colorado Blvd	Denver	CO	80222	936-499-0373
Tial Hlei Sang	18605 Green Valley Ranch Blvd	Denver	CO	80249	214-780-9904
Uk Bawi Thawng	2810 N Quebec St	Denver	CO	80207	214-791-0451
Ngun Ting	1950 Chestnut Place	Denver	CO	80202	972-786-4631
Thing Soe	10406 E Martin Luther King Jr Blvd	Denver	CO	80238	303-525-8392
Bawi Hmun Sang	300 Dillon Ridge Rd	Dillon	CO	80435	317-820-1369
Joseph Yo Thang	6 Town Plaza	Durango	CO	81301	720-429-6164
Joseph Yo Thang	3130 Main Ave	Durango	CO	81301	720-429-6164
Biak Hlun	103 Market St	Eagle	CO	81631	214-685-7583
Zung Lian Awng	1725 Sheridan Blvd	Edgewater	CO	80214	720-362-0773
Efraim Lin	250 E Valley Rd	El Jebel	CO	81623	317-331-6646
Daniel Za Thang	5050 S Federal Blvd	Englewood	CO	80110	970-689-8811
Ta Nge	3495 S University Blvd	Englewood	CO	80113	423-943-5500
Thla Khar Cung	1891 State Highway 7	Erie	CO	80516	309-207-2168
Tluang Lin	1173 Bergen Pkwy	Evergreen	CO	80439	319-212-8310
Titus Nawl Cung	6110 Firestone Blvd	Firestone	CO	80504	720-416-3220
David Cinzah	1015 S Taft Hill Rd	Fort Collins	CO	80521	269-281-1479
Eun Kyung Shin	4503 John F Kennedy Pkwy	Fort Collins	CO	80525	949-246-5601
Jeong Mi Lee	2602 S Timberline Rd	Fort Collins	CO	80526	970-691-5046
Salaibawi Lian Hum	1842 N College Ave	Fort Collins	CO	80524	469-328-1693
Sang Liang Htoo	4600 Leetsdale Dr	Glendale	CO	80246	214-516-4809
Thla To	1410 Grand Ave	Glenwood Springs	CO	81601	432-853-6583
Val Hlei Thang	17171 S Golden Rd	Golden	CO	80401	972-748-8290
Lal Ding Ngheta	569 32 Rd	Grand Junction	CO	81504	317-658-2347
Nawl Za Hmung	2600 N 12th St	Grand Junction	CO	81501	432-853-6670
Van Ham	630 24 Rd	Grand Junction	CO	81505	432-559-5389
Thawng Tling Thang	1040 Independent Ave	Grand Junction	CO	81505	432-235-8186
Lin Min Htut	2100 35th Ave	Greeley	CO	80634	517-366-1713
Ca Tin Tial	6922 10th St	Greeley	CO	80634	720-371-1144
Myong Suk Moon	6000 S Holly St	Greenwood Village	CO	80111	720-469-9087
Chan Lian Thang	4910 S Yosemite St	Greenwood Village	CO	80111	720-382-9438
Nai Mon Chan	880 N Main St	Gunnison	CO	81230	432-788-6691
Jonathan Shwe Langle	2205 Wildcat Reserve Pkwy	Highlands Ranch	CO	80129	806-471-1225
Thang Saw	4000 Red Cedar Dr	Highlands Ranch	CO	80126	720-469-0241
Satin Hre	8673 S Quebec St	Highlands Ranch	CO	80130	720-530-9851
Chan Tin Thang	480 US Highway 287	Lafayette	CO	80026	979-557-4403
Kalyanne Somally Ros	12043 W Alameda Pkwy	Lakewood	CO	80228	303-330-1394
Khine Myo Chit	1545 S Kipling Pkwy	Lakewood	CO	80232	720-539-6660
Paul Zing Cung Thawng	7984 W Alameda Ave	Lakewood	CO	80226	972-537-6605
Biak Ceu Hmun	11747 W Ken Caryl Ave	Littleton	CO	80127	720-891-6818
Chandra Prasetya Rini	9551 S University Blvd	Littleton	CO	80126	303-931-9912
Lai Lian	6760 S Pierce St	Littleton	CO	80128	970-518-1787
San Twin	9820 W Belleview Ave	Littleton	CO	80123	720-345-7948
Anthony Lal Fak Zual	8126 S Wadsworth Blvd	Littleton	CO	80128	317-282-3429
Sui Than Kio	100 Littleton Blvd	Littleton	CO	80120	512-590-1191
Kap Khan Tuang	995 S Hover St	Longmont	CO	80501	806-382-5394
Thawng Hei	1611 Pace St	Longmont	CO	80504	214-854-1180

Hu Lian	1200 S Hover St	Longmont	CO	80501	720-709-9656
Van Bawi Thawng	1375 E South Boulder Rd	Louisville	CO	80027	720-643-0950
Ceu Uk Lian	253 East 29 St	Loveland	CO	80538	317-440-3799
Biak Hlei Thang	1275 Eagle Dr	Loveland	CO	80537	317-503-3511
Ngun Cung Bawi	16400 S Townsend Ave	Montrose	CO	81401	432-978-6360
Young Jin Cho	1070 W Baptist Rd	Monument	CO	80132	719-310-3225
Tial Lian Thang Lung Um	165 Country Center Dr	Pagosa Springs	CO	81147	469-508-0466
Van Kil Lian	12959 S Parker Rd	Parker	CO	80134	469-265-7601
Ral Lian Thang	17031 Lincoln Ave	Parker	CO	80134	720-987-4439
Biak Ceu	17761 Cottonwood Dr	Parker	CO	80134	254-338-8637
Ram Peng	3050 W Northern Ave	Pueblo	CO	81005	443-762-3549
Saw Htay Hlaing	1825 Central Park Plaza	Steamboat Springs	CO	80477	720-470-9201
John Thawng hupcung	3801 E 120Th Ave	Thornton	CO	80233	263-830-1851
Nawl Bik Bawi	13700 Colorado Blvd	Thornton	CO	80602	469-258-0532
Joo Hee Shin	2109 N Frontage Rd	West Vail	CO	81657	214-998-1662
Zai Sian	10351 Federal Blvd	Westminster	CO	80260	303-507-2702
Lian Ceu Cung	3400 Youngfiled St	Wheat Ridge	CO	80023	214-853-1863
Ceu Awi Sang	5301 W 38Th Ave	Wheat Ridge	CO	80212	214-971-3392
Siang Cung	1520 Main St	Windsor	CO	80550	469-360-4271
Kyaw Aye	17232 N Village Main Blvd	Lewes	DE	19958	856-448-2455
La Seng Lahpai	1500 S Orange Blossom Trail	Apopka	FL	32703	904-428-6104
Za Pum	5300 30th St E	Bradenton	FL	34203	813-802-7691
Cung Lian Bik	2021 W Brandon Blvd	Brandon	FL	33511	813-475-9399
Van Biak Thang	301 SW Pine Island Rd	Cape Coral	FL	33991	770-881-4695
Hlei Zing	2575 Gulf to Bay Blvd	Clearwater	FL	33765	813-591-7225
Aung Kyaw Moe	450 Townsend Rd	Cocoa	FL	32926	407-209-7295
Carlos Andres Meneses Mercado	950 N University Dr	Coral Springs	FL	33071	954-554-7944
Khup Khat Pau	1460 Cornerstone Blvd	Daytona Beach	FL	32117	216-575-4772
Peter Sui Carter	740 Beal Parkway NW	Fort Walton Beach	FL	32547	850-737-1070
George Kio Luai	4001 SW 30th Place	Gainesville	FL	32608	727-643-9085
Charity Lal Duh Awm	6373 Youngerman Cir	Jacksonville	FL	32244	904-219-3762
Ro Nghaka	10690 Beach Blvd	Jacksonville	FL	32246	904-945-0171
Ai Khen Kap	300 Busch Dr	Jacksonville	FL	32218	904-888-1171
Tha Hlei Thang	4763 W Irlo Bronson Memorial Hwy	Kissimmee	FL	34746	317-737-6892
Peter Cung Cung	755 North Hwy 27/441	Lady Lake	FL	32159	817-291-0085
Van Bawi Mang	3530 Lakeland Highlands Rd	Lakeland	FL	33803	269-601-2341
Tin Tin Wai	4255 W New Haven Ave	Melbourne	FL	32904	407-970-5040
Yan Naing Soe	8425 NW 13th Terrace	Miami	FL	33126	786-227-2801
Hau Pum	1900 S University Dr	Miramar	FL	33025	786-712-1971
Ling Jing Wang	3921 SW College Rd	Ocala	FL	34474	347-324-8882
Aung Aung	11920 Narcoossee Rd	Orlando	FL	32832	716-544-9067
Biak Thang	7701 E Colonial Dr	Orlando	FL	32807	317-966-1217
Aye Aye Khaing	7810 W Colonial Dr	Orlando	FL	32818	919-396-4851
Soe Moe Win Aung	9498 S Orange Blossom Trail	Orlando	FL	32837	919-357-7992
Peter Sui Carter	1707 W 23rd St	Panama City	FL	32405	844-946-6370
Pau Ngaih Hau	1750 SW Gatlin Blvd	Port St. Lucie	FL	34953	772-333-9727
Cung Cung	10385 Big Bend Rd	Riverview	FL	33578	727-324-9368
Saw Bweh Say (Sor Piu Se)	1101 Rinehart Rd	Sanford	FL	32771	321-230-5016
Hnin Shwe Ye Win	300 N Cattlemen Rd	Sarasota	FL	34232	941-724-4164
Jenevi Siang Siang	1725 34th St N	St. Petersburg	FL	33713	813-528-7154
Mong Lian Hau	13550 W Sunrise Blvd	Sunrise	FL	33323	954-939-1004
Jong Won Pak	15835 N Dale Mabry Hwy	Tampa	FL	33618	813-842-4565
Khupcin Hau	5565 20th St	Vero Beach	FL	32966	918-813-8900
Sean Daekeun Hong	1940 Mountain Industrial Blvd	Tucker	GA	30084	678-702-1528

Whangdo Lee	333 A Keahole St	Honolulu	HI	96825	224-500-1801
Whangdo Lee	525 Alakawa St	Honolulu	HI	96817	224-500-1801
Zing Fam	750 Keeaumoku St	Honolulu	HI	96814	913-216-0971
Mang Bawi Thawng	4589 Kapolei Pkwy	Kapolei	HI	96707	317-690-6721
Lian Hram	4300 Nuhou St	Lihue	HI	96766	817-210-9297
Tluang Za Uk Thang	1000 Kamehameha Hwy	Pearl City	HI	96782	808-699-1510
Mang Bawi Thawng	94-1231 Ka Uka Blvd	Waipahu	HI	96797	317-690-6721
Jacaob Sum	4625 SE Delaware Ave	Ankeny	IA	50021	515-718-3515
Sui Tial Mawi	3887 Elmore Ave	Davenport	IA	52807	309-429-3350
Naw Ywa Hae Nay Blut	110 E Myrtle St	Boise	ID	83702	208-392-0313
Thaw Thaw Paw	8200 Fairview Ave	Boise	ID	83704	208-286-8011
Thaw Thaw Paw	3032 E State St	Eagle	ID	83616	208-286-8011
Naw Ywa Hae Nay Blut	1050 S Progress Ave	Meridian	ID	83642	208-392-0313
Soe Kmor Htoo	1407 W Chinden Blvd	Meridian	ID	83646	503-853-3757
Sian Lian Piang	2020 Caldwell Blvd	Nampa	ID	83651	208-410-9340
Sian Lian Piang	1175 N Happy Valley Rd	Nampa	ID	83687	208-410-9340
Lal Rin Dik	1006 Rohlwing Rd	Addison	IL	60101	773-491-1689
Sang Yoon Yeom	2601 S Cicero Ave	Cicero	IL	60804	301-708-1419
Ni Men Par	101 W Oakton St	Des Plaines	IL	60018	269-601-6012
Lal Rawng Bawla	2450 Main St	Evanston	IL	60202	872-806-4384
Biak Cin Hmung	141 North Ave	Northlake	IL	60164	816-646-7854
Ngun Cung Lian	7151 Walton St	Rockford	IL	61108	806-349-3952
Biak Ceu Sang	3205 W. State Hwy 45	Bloomington	IN	47403	317-946-3007
Biak Tin Par	1301 Veterans Pkwy	Clarksville	IN	47129	317-658-8233
Van Tha Bawi	2715 Merchants Mile	Columbus	IN	47201	317-617-5474
Biak Ceu Sang	5805 Rockville Rd	Indianapolis	IN	46224	317-946-3007
Van Biak Lian	880 W. Eads Pkwy	Lawrenceburg	IN	47025	513-765-9864
Amos Mang Tei	120 Indian Ridge Blvd	Mishawaka	IN	46545	317-350-0664
Biak Thawng	4350 S US Hwy 41	Terre Haute	IN	47802	317-616-8947
Kawng Myat	808 N 12th St	Murray	KY	42071	810-660-2327
Kawng Myat	3141 Park Ave	Paducah	KY	42001	810-660-2327
Thowng Kio Cung	1751 Patrick Dr	Burlington	KY	41005	859-866-8656
Zai Len Rem	70 Martha Layne Collins Blvd	Cold Spring	KY	41076	859-866-5960
Zai Len Rem	375 Crossroads Blvd	Cold Spring	KY	41076	859-866-5960
Lia Za San	3158 Dixie Hwy	Erlanger	KY	41018	859-206-7317
Bawi Cung Lian	7685 Mall Rd	Florence	KY	41042	859-630-7300
Rose Sui Veeng	2150 Dixie Hwy	Fort Mitchell	KY	41017	859-878-3486
Van Biak Lian	3105 North Bend Rd	Hebron	KY	41048	513-765-9864
Lia Za San	1700 Declaration Dr	Independence	KY	41051	859-206-7317
Ceu Uk	381 Market Square Dr	Maysville	KY	41056	414-712-3115
Ngun Za Mawi	130 Pavilion Pkwy	Newport	KY	41071	614-717-8661
Thowng Kio Cung	9001 US Highway 42	Union	KY	41091	859-866-8656
Mary Lin	635 Chestnut Dr	Walton	KY	41094	859-803-7171
Xue Hui Chen	1422 Macarthur	Alexandria	LA	71301	318-229-3308
Tuan Nguyen	1050 George Dement Blvd	Bossier City	LA	71111	504-782-9176
Zau Htoi	1527 Manhattan Blvd	Harvey	LA	70058	504-513-1131
Sut Aung Ja Labang	455 31st St	Kenner	LA	70065	609-498-1437
Sang Hu Lian	2010 Country Club Rd	Lake Charles	LA	70605	469-260-7585
Ngun Lian Sang	9484 Ellerbe Rd	Shreveport	LA	71106	214-402-2184
Vum Zaniang Khup	6652 Youree Dr	Shreveport	LA	71105	318-277-7692
Yunzu Kim	1421 Beglis Parkway	Sulphur	LA	70663	713-517-7818
Aung Hlaing Myo Tun	1080 Maiden Choice Ln	Baltimore	MD	21229	240-708-9958
Tial Pum	4126 East Joppa Rd	Baltimore	MD	21236	443-851-6401
Tial Pum	550 W Macphail Rd	Bel Air	MD	21014	443-851-6401

Van Tha Hmun	700 Chase 6 Blvd	Boonsboro	MD	21713	240-457-5054
Steven Ceu Peng	1201 Dutchmans Creek Dr	Brunswick	MD	21716	240-575-4884
Thawng Ceu	165 Orville Rd	Essex	MD	21221	443-713-5932
Van Tha Hmun	2 Old Camp Rd	Frederick	MD	21702	240-457-5054
Van Tha Hmun	199 Thomas Johnson Dr	Frederick	MD	21702	240-457-5054
Van Tha Hmun	6093 Spring Ridge Pkwy	Frederick	MD	21701	240-457-5054
Aung Hlaing Myo Tun	31 Eastern Blvd North	Hagerstown	MD	21740	240-708-9958
Aung Hlaing Myo Tun	12817 Shank Farm Way	Hagerstown	MD	21742	240-708-9958
Biak Thua Thluai	2205 Hanover Pike	Hampstead	MD	21074	410-292-6519
Biak Thua Thluai	720 Hanover Pike	Hampstead	MD	21074	410-292-6519
Thu Aung	943 Pulaski Hwy	Havre De Grace	MD	21078	717-825-5793
Freedda Sui Tial Vang	9250 Washington Blve N	Laurel	MD	20723	301-471-2055
Saw Htun Htun Lin Htoo	1001 Twin Arch Rd	Mount Airy	MD	21771	571-290-1990
Iang Tha Chin	7927 Belair Rd	Nottingham	MD	21236	443-474-9762
Hoi Rung Tha	2294 Blue Water Blvd	Odenton	MD	21113	410-491-2387
Iang Tha Chin	9613 Harford Rd	Parkville	MD	21234	443-474-9762
Hoi Rung Tha	8115 Ritchie Hwy	Pasadena	MD	21122	410-491-2387
Tial Pum	9400 Scott Moore Way	Perry Hall	MD	21128	443-851-6401
Biak Thua Thluai	1238 Putty Hill Ave	Towson	MD	21286	410-292-6519
Biak Thua Thluai	630 Baltimore Boulevard	Westminster	MD	21157	410-292-6519
Aung Hlaing Myo Tun	7005 Security Blvd	Windsor Mill	MD	21244	240-708-9958
Saw Htun Htun Lin Htoo	10825 Birmingham Way	Woodstock	MD	21163	571-290-1990
Dawt Tha Zing	3615 Washtenaw Ave	Ann Arbor	MI	48104	317-446-6330
Dawt Tha Zing	2641 Plymouth Rd	Ann Arbor	MI	48105	317-478-1867
Qi Xing Chen	400 S. Maple Rd	Ann Arbor	MI	48103	646-288-4397
U Mya Lwin	4350 Joslyn Rd	Auburn Hills	MI	48326	248-385-8972
Samuel Thang	12737 6 Mile Rd	Battle Creek	MI	49014	269-223-9394
Cung Lian Thang	685 E Maple Rd	Birmingham	MI	48009	317-775-5988
Hpwe Hpwe Lwin	3600 W Maple Rd	Bloomfield Hills	MI	48301	248-890-9072
Hniar Thawng	4099 Telegraph Rd	Bloomfield Hills	MI	48302	317-514-3119
Bawi Cung	6592 Telegraph Rd	Bloomfield Twp	MI	48301	214-229-5458
Ram Kar Thang	9968 E Grand River Ave	Brighton	MI	48116	317-832-7086
John Vai Hrem Mang	23849 West Rd	Brownstown	MI	48183	417-416-2648
John Vai Hrem Mang	20645 Gibraltar Rd	Brownstown Twp	MI	48183	417-416-2648
Par Len Mawi	1905 Canton Center Rd	Canton	MI	48187	214-515-2842
Ngun Hlawn Tial	45540 Michigan Ave	Canton	MI	48188	317-495-0674
Ma Myint Zu	41941 Garfield Rd	Charter Twp of Clinton	MI	48038	586-322-5616
Tha Hmung Lian	5990 Sashabaw Rd	Clarkston	MI	48346	602-376-7367
Zaw Min Htwe	9741 Dixie Hwy	Clarkston	MI	48348	586-738-4449
Chan Kam	39950 W 14 Mile Rd	Commerce Charter Twp	MI	48390	248-482-9963
Rual Zauk Cung	47060 W Pontiac Trail	Commerce Twp	MI	48390	269-366-7849
Rory Tawk Sang Lian	2905 Union Lake Rd	Commerce Twp	MI	48382	878-208-5227
Dar Peng	3901 Alpine Ave NW	Comstock Park	MI	49321	210-982-9425
Samuel Van Duh Tling	700 N State Rd	Davison	MI	48423	317-438-3500
Thang Bik	15255 Michigan Ave	Dearborn	MI	48126	585-713-4933
Biak Hu Thang	23303 Michigan Ave	Dearborn	MI	48124	469-684-1154
Thla Ceu	26400 Ford Rd	Dearborn Heights	MI	48127	903-209-7326
Tun Hlaing	1550 W Lake Lansing Rd	East Lansing	MI	48823	225-284-1214
Thang Ceu	2910 Center Ave	Essexville	MI	48732	806-336-6138
Sonia Renhcinthluai Bik	37550 12 Mile Rd	Farmington Hills	MI	48331	214-960-0212
Ca Peng Lian Sang	1542 E Pierson Rd	Flushing	MI	48433	678-523-8092
Anita Thawng	12731 S Saginaw St	Grand Blanc	MI	48439	517-582-6806
Hniang Bawi Lian	6160 Saginaw Rd	Grand Blanc	MI	48439	317-672-5821
Van Biak Chawn	16919 Kercheval Ave	Grosse Pointe Park	MI	48230	972-513-7936

Kay Thi Nwe	20422 Mack Ave	Grosse Pointe Woods	MI	48236	313-550-6891
Samuel Soe Win	20903 Harper Ave	Harper Woods	MI	48225	248-238-9312
Len Hoi Zi	26300 Crocker Blvd	Harrison Twp	MI	48045	616-337-2017
John Fung Lal	23101 John R Rd	Hazel Park	MI	48030	616-710-7768
Biak Lian Thawng	2495 North Cedar St	Holt	MI	48842	313-624-7799
Ni Bawi Kam	10059 Highland Rd	Howell	MI	48843	336-255-5426
Ngun Za Bik	108 W Highland Rd	Howell	MI	48843	515-446-0155
Lal Biak Chung Nunga	1821 S Cedar St	Imlay City	MI	48444	269-986-5419
Thawng Mang Lian	3600 O'Neill Dr	Jackson	MI	49202	317-801-2033
Van Sui Uk	460 N Lapeer Rd	Lake Orion	MI	48362	269-832-6314
Jae Boon Lee	3462 W Sterns Rd	Lambertville	MI	48144	567-408-9405
Tun Hlaing	443 Mall Ct	Lansing	MI	48912	225-284-1214
Tial Zi	6430 W Saginaw Hwy	Lansing	MI	48917	517-974-0782
Samuel Van Duh Tling	540 S Main St	Lapeer	MI	48446	317-438-3500
Van Khua Thang	2060 Dix Hwy	Lincoln Park	MI	48146	309-430-8166
Sonia Renhcinthluai Bik	33523 Eight Mile Rd	Livonia	MI	48152	214-960-0212
Sui Rem	30935 Five Mile Rd	Livonia	MI	48154	402-906-8955
Ca Hlei lang	21555 21 Mile Rd	Macomb	MI	48044	317-566-4371
Van Lal Cung	16450 26 Mile Rd	Macomb	MI	48042	469-269-9303
Bawi Uk	670 Highland Ave	Milford	MI	48381	903-287-3061
Lung Nawl Ceu	35000 23 Mile Rd	New Baltimore	MI	48047	317-488-0672
Peng Hnin	425 North Center	Northville	MI	48167	317-332-2459
Hram Ceu	17447 Haggerty Rd	Northville	MI	48168	469-358-5187
Van Lian Chawn	47650 Grand River Ave	Novi	MI	48375	317-918-9895
Tin Tial	27300 Wixom Rd	Novi	MI	48374	248-929-7479
Ceu Tum	26200 Greenfield Rd	Oak Park	MI	48237	806-421-8582
Sandar Win	4884 Marsh Rd	Okemos	MI	48864	225-361-5838
Sui Lian Thang	3097 S Baldwin Rd	Orion	MI	48359	515-657-0360
Esther Dawt Chin Par	1315 E M 21	Owosso	MI	48867	773-639-7128
Ram Uk Thang	9700 Chilson Commons Circle	Pinckney	MI	48169	317-847-6617
Hram Ceu	15455 N Haggerty Rd	Plymouth	MI	48170	469-358-5187
Ca Nawl	44525 Ann Arbor Rd	Plymouth	MI	48170	214-545-4033
Sai Thluai Meng	1237 32nd St	Port Huron	MI	48060	385-388-9295
Panna Ruby Lama	7021 S Westnedge Ave	Portage	MI	49002	269-929-6035
Bawi Ceu	66900 Gratiot Ave	Richmond	MI	48062	214-875-1913
Joseph Zaa Thang	4888 N Adams Rd	Rochester	MI	48306	317-437-9694
Bawi Dim Sung	65 S Livernois Rd	Rochester Hills	MI	48307	972-370-8809
Marlin Putres Mati	30851 Gratiot Ave	Roseville	MI	48066	248-707-9777
Deborah Lal Hming Mawi	20891 E 13 Mile Rd	Roseville	MI	48066	970-471-5279
Sungha Kim	2200 E 12 Mile Rd	Royal Oak	MI	48067	248-704-4987
Thawng Ceu Bawi Tlung	4672 State St	Saginaw	MI	48603	806-420-2500
Sai Cer lang	5656 Bay Rd	Saginaw	MI	48604	806-517-5071
Esther Dawt Chin Par	900 S Us Highway 27	Saint Johns	MI	48879	773-639-7128
Ngun Bawi Thawng	14945 23 Mile Rd	Shelby Charter Twp	MI	48315	214-459-7901
Jin Kyung In	7644 26 Mile Rd	Shelby Charter Twp	MI	48316	614-301-0467
Lal Biak Chung Nunga	2058 25 Mile Rd	Shelby Twp	MI	48316	269-986-5419
Van Lian Chawn	51847 10 Mile Rd	South Lyon	MI	48375	317-918-9895
Win Htut	20730 Pontiac Trail	South Lyon	MI	48178	347-624-4207
Zing Hlei Cuai	19855 W 12 Mile Rd	Southfield	MI	48076	616-570-1942
Sung Chin	22500 Eight Mile Rd	Southfield	MI	48033	806-336-3123
Ngun Cung Lian	16705 Fort St	Southgate	MI	48195	214-517-7012
Dawt Awi Thang	15700 Northline Rd	Southgate	MI	48195	970-471-3744
Mazin Zaya	23191 Marter Rd	St Clair Shores	MI	48080	586-298-4059
Kyaw Kyaw Nay Lin	22801 Harper Ave	St Clair Shores	MI	48080	586-251-8828

Van Sui Uk	43893 Schoenherr Rd	Sterling Heights	MI	48313	269-832-6314
Thawngthahnin Thlauk	1955 18 Mile Rd	Sterling Heights	MI	48314	317-775-4253
Ca Peng Lian Sang	7084 Miller Rd	Swartz Creek	MI	48473	678-523-8092
Khuk Lian Thawng	7000 Monroe Blvd	Taylor	MI	48180	806-527-1769
John Fung Lal	1237 Coolidge Hwy	Troy	MI	48084	616-710-7768
Leh Yee Aung	3125 John R Rd	Troy	MI	48083	586-219-1381
Tha Bik Ceu	2105 South Blvd W	Troy	MI	48098	903-814-1509
Biak Hlei Thang	31 East Long Lake Rd	Troy	MI	48085	972-775-0665
Dar Chintial	45600 Utica Park Blvd	Utica	MI	48315	515-554-9568
Supangkar Barua	6625 Dixie Hwy	Village of Clarkston	MI	48346	917-592-0761
Nishan Barua	26233 Hoover Rd	Warren	MI	48089	347-257-1847
Biak Awi Thang	31200 Schoenherr Rd	Warren	MI	48088	469-434-4111
Lal Biak Chung Nunga	64660 Van Dyke	Washington	MI	48095	269-986-5419
Eim Si Pwint	5111 Highland Rd	Waterford	MI	48327	248-390-4699
Hrang Peng Lian	4395 Orchard Lake Rd	West Bloomfield Twp	MI	48323	417-370-9647
Thawng Cin Cin Zah	7350 Middlebelt Rd	Westland	MI	48185	806-930-8184
Cheng Bai	36430 Ford Rd	Westland	MI	48185	248-497-8113
Tha Cho	10951 Highland Rd	White Lake	MI	48386	517-763-4138
Kam Cung Kingbol	1771 E Michigan Ave	Ypsilanti	MI	48198	806-471-4768
Dawt Tha Zing	3200 Carpenter Rd	Ypsilanti	MI	48197	317-478-1867
Kam Cung Kingbol	2010 Whittaker Rd	Ypsilanti	MI	48197	806-471-4768
Hre Lian Ceu	5450 Carpenter Rd	Ypsilanti	MI	48197	801-209-0359
Quoc Thanh Tran	16701 94th Ave N	Maple Grove	MN	55311	612-364-8719
Cer Nei Kil	950 40th Ave S	Moorhead	MN	56560	214-635-7835
Cer Nei Kil	101 11th St S	Moorhead	MN	56560	214-434-3012
Biak Hram Thawng	215 Pennington Ave S	Thief River Falls	MN	56701	385-529-1334
Ram Thawng Lin	849 Stoneridge Pkwy	Jefferson City	MO	65109	816-205-6345
Chang Young Kwon	1811 W Government St	Brandon	MS	39042	435-418-0105
Mang Hre	1070 Spillway Cir	Brandon	MS	39047	970-452-9090
Van Tha Cem	6745 S Siwell Rd	Byram	MS	39272	309-716-8856
Van Tha Cem	107 Hwy 80 W E	Clinton	MS	39056	309-716-8856
Hre Bik Ceu	1829 Hwy 45 N	Columbus	MS	39705	317-681-0846
Tial Cung Hnin	110 Promenade Blvd	Flowood	MS	39232	515-553-5359
Tial Cung Hnin	143 Albertson Dr	Flowood	MS	39232	515-553-5359
Lal Eng Thanga	2380 Mt Pleasant Rd	Hernando	MS	38632	678-772-5365
Irene Tial Hnem Sung Aithang	3926 Goodman Rd W	Horn Lake	MS	38637	309-292-3410
Lai Ram Lian	4910 I-55 N	Jackson	MS	39211	716-903-3560
Hkun Seng Hkum	115 Colony Crossing Way	Madison	MS	39110	904-868-8360
Chan Cung Lian	1070 US-51	Madison	MS	39110	318-801-3562
Di Mo	257 Grandview Blvd	Madison	MS	39110	601-260-3082
Irene Tial Hnem Sung Aithang	7427 Goodman Rd	Olive Branch	MS	38654	309-292-3410
Cung Cin	2013 University Ave	Oxford	MS	38655	806-206-9818
Sein Linn	7045 Old Canton Rd	Ridgeland	MS	39157	706-799-9163
Apollo Thawngza Thang	826 MS-12 W	Starkville	MS	39759	317-790-6413
Cung Hup Thang	930 Barnes Crossing Rd	Tupelo	MS	38804	214-600-6457
Cung Hup Thang	960 Main St	Tupelo	MS	38801	214-600-6457
Vanbiak Famcun	3408 Pemberton Square Blvd	Vicksburg	MS	39180	214-259-6912
Ceu Hrin	3095 Goodman Rd E	Southaven	MS	38672	317-737-4920
Peng Thang	2424 Central Ave	Billings	MT	59102	317-801-3667
Ngun Tha Cuai	2995 N Sanders St	Helena	MT	59601	515-300-1010
Mual Cung Maung	2913 Max Ave	Bozeman	MT	59718	806-678-5896
Phun Chung	2510 S Reserve St	Missoula	MT	59801	406-461-3787
Zar Zar Lin	3540 E Franklin Blvd	Gastonia	NC	28056	704-923-6718
Lum Naw	2811 N Park Dr	Goldsboro	NC	27534	252-514-1235

Lawi Marn	11425 Carolina Pl Pkwy	Pineville	NC	28134	610-605-7764
Tial L Hmung	1433 S University Dr	Fargo	ND	58103	309-278-8329
Chun Tei Vanbiak Lian	2510 N Broadway Dr	Fargo	ND	58102	309-269-3951
Tial L Hmung	1532 32nd Ave S	Fargo	ND	58103	309-278-8329
Tial Zi	4101 13th Ave S	Fargo	ND	58103	281-662-0877
Tial Zi	4151 45th St S	Fargo	ND	58104	281-662-0877
Ah Nang	1925 13th Ave. N	Grand Forks	ND	58203	817-941-5371
Ah Nang	1315 Columbia Rd	Grand Forks	ND	58201	817-941-5371
Ah Nang	1750 32nd Ave S	Grand Forks	ND	58201	817-941-5371
Biak Hram Thawng	510 Demers Ave	Grand Forks	ND	58201	406-672-8139
Ah Nang	2501 32nd Ave S	Grand Forks	ND	58201	817-941-5371
Chun Tei Vanbiak Lian	2050 Sheyenne St	West Fargo	ND	58078	309-269-3951
Ram Lian Hmung	883 US-1	Edison	NJ	08817	317-993-2797
David Van Lian Thawng	293 US Highway 206	Flanders	NJ	07836	267-819-5530
Kyaw Win Soe	140 State Highway 23	Franklin	NJ	07416	845-233-8450
David Van Lian Thawng	2045 NJ-57	Hackettstown	NJ	07840	267-819-5530
Kyaw Win Soe	121 Water Street	Newton	NJ	07860	845-233-8450
David Van Lian Thawng	148 Center Grove Rd	Randolph	NJ	07869	267-819-5530
Van Biak Sang	300 Park Place	Secaucus	NJ	07094	303-960-0820
Hwa Lee Suk	1008 Nevada Highway	Boulder City	NV	89005	725-777-8094
Yong Taek Oh	2910 Bicentennial Pkwy	Henderson	NV	89044	909-919-4503
Deokeok Kim	4800 Blue Diamond Rd	Las Vegas	NV	89139	832-795-7778
Kyoungmin Lee	11720 W Charleston Blvd	Las Vegas	NV	89135	703-678-3338
Luna Kim	10250 W Charleston Blvd	Las Vegas	NV	89135	702-964-9614
Kristin Chiyi Cabiles	1650 N Buffalo Dr	Las Vegas	NV	89128	702-480-4493
Kristin Chiyi Cabiles	4850 W Craig Rd	Las Vegas	NV	89130	702-480-4493
Kristin Chiyi Cabiles	7075 W. Ann Road	Las Vegas	NV	89130	702-480-4493
Kristin Chiyi Cabiles	7151 W Craig Rd	Las Vegas	NV	89129	702-480-4493
Luna Kim	5975 W Tropicana Ave	Las Vegas	NV	89139	702-964-9614
Luna Kim	1940 Village Center Circle	Las Vegas	NV	89134	702-964-9614
Kristin Chiyi Cabiles	3010 W Ann Rd N	Las Vegas	NV	89031	702-480-4493
Luna Kim	1300 E Flamingo Rd	Las Vegas	NV	89119	702-964-9614
Jessica Joungsoo Kim	2650 E Craig Rd	Las Vegas	NV	89030	702-931-5513
Vivian Hee Han	5101 S Pecos Rd	Las Vegas	NV	89120	770-658-9772
Jiyoung Chang	8540 W Desert Inn Rd	Las Vegas	NV	89117	702-426-7779
Jonghyun Choi	7501 W Washington Ave	Las Vegas	NV	89128	702-595-1119
Ho-Youn Justin Pyung	200 S Hwy 160	Pahrump	NV	89048	702-538-1138
Jooyoung Kim	9750 South Virginia St	Reno	NV	89511	801-792-3008
Jooyoung Kim	2855 Northtowne Ln	Reno	NV	89512	801-792-3008
Daniel Nang Lam Khup	160 Robinson St	Binghamton	NY	13904	918-645-3261
Daniel Nang Lam Khup	50 Pennsylvania Ave	Binghamton	NY	13903	918-645-3261
Daniel Nang Lam Khup	1290 Front St	Binghamton	NY	13905	918-645-3261
Chan Ly	412 Day Hollow Rd	Endicott	NY	13760	469-623-3114
Chan Ly	840 Hooper Rd	Endwell	NY	13760	469-623-3114
Tin Peng Cung	2950 Horse Block Rd	Medford	NY	11763	469-286-7575
Chan Ly	100 Rano Blvd	Vestal	NY	13850	469-623-3114
Za Ceu Thang	262 W Main St	Amelia	OH	45102	859-206-4979
Yoonhee Chae	919 E State St	Athens	OH	45701	740-818-8274
Ranh Win	3165 Dayton Xenia Rd	Beavercreek	OH	45434	304-814-6009
Cungbikboi Phuting	1001 Cherry St	Blanchester	OH	45107	463-212-9228
Joseph Thang	4100 Hunt Rd	Blue Ash	OH	45236	317-374-1790
Aung Hlaing Bwa	1094 N Main St	Bowling Green	OH	43402	419-819-6062
Hnin Su Nge	210 E Mary St	Bucyrus	OH	44820	740-517-2596
Van Lian Chum	6095 Gender Rd	Canal Winchester	OH	43110	614-354-9191

Joel Van	4790 Portage St	Canton	OH	44720	614-353-6319
Yin Nyo Hlaing	1095 S Main St	Centerville	OH	45458	937-622-3533
Fam Tha Ki	6480 Wilmington Pike	Centerville	OH	45459	214-715-3673
Aung Myo Thant	5400 Cornerstone N Blvd	Centerville	OH	45440	937-830-0122
Mang Lian Thawng	1165 Western Ave	Chillicothe	OH	45601	682-320-1352
Cung Hup Thang	887 N Bridge St	Chillicothe	OH	45601	614-641-3731
Za Ling	11390 Montgomery Rd	Cincinnati	OH	45249	513-387-9541
Ngun Neih Cung	3760 Paxton Ave	Cincinnati	OH	45209	859-803-6291
Sui Kip Tial	7132 Hamilton Ave	Cincinnati	OH	45231	513-460-5774
Mang Zi	6950 Miami Ave	Cincinnati	OH	45243	859-803-4651
Far Tin Sung	4500 Montgomery Rd	Cincinnati	OH	45212	859-743-3246
Bawi Thang	7385 Wooster Pike	Cincinnati	OH	45227	859-907-9687
Bawi Ram Thang	4777 Kenard Ave	Cincinnati	OH	45232	614-817-7503
Ngun Pum	12164 Lebanon Rd	Cincinnati	OH	45241	269-223-9022
Ramhei Thang	5910 Harrison Ave	Cincinnati	OH	45248	614-495-6227
Ceu Tha Uk	4613 Marburg Ave	Cincinnati	OH	45209	614-663-7418
Ngun Za Mawi	100 E Court St	Cincinnati	OH	45202	614-717-8661
Ca Tin Thai	7580 Beechmont Ave	Cincinnati	OH	45255	614-663-7513
Cung Bawi Thawng	1 W Corry St	Cincinnati	OH	45219	859-907-7110
Za Nawl Lian	5080 Delhi Pike	Cincinnati	OH	45238	317-748-6051
Ram Lian Sang	6165 Glenway Ave	Cincinnati	OH	45211	859-466-2628
Sui Kip Tial	3636 Springdale Rd	Cincinnati	OH	45251	513-460-5774
Ezara Mang	175 Lancaster Pike	Circleville	OH	43113	614-364-5033
Ezara Mang	2000 E Main St	Columbus	OH	43205	614-364-5033
Van Tum Ceu	1585 Georgesville Square Dr	Columbus	OH	43228	614-695-1460
Romal Peng Cung Lian	150 W Sycamore St	Columbus	OH	43215	614-695-1446
Sunghwan Lee	1350 N High St	Columbus	OH	43201	614-732-9487
Ji Young Ma	1745 Morse Rd	Columbus	OH	43229	614-205-5217
Sang Thai	3637 S High St	Columbus	OH	43207	614-843-0458
Hmun Cung Lian	2090 Crown Plaza Dr	Columbus	OH	43235	614-649-4460
Byeongjin Lim	199 Graceland Ave	Columbus	OH	43214	614-832-0968
Hye Kyung Lim	1177 Polaris Pkwy	Columbus	OH	43240	253-365-3817
Van Lian Chum	7000 E Broad St	Columbus	OH	43213	614-373-6009
Moe Moe Jompar	3675 East Broad St	Columbus	OH	43213	614-285-1359
Cung Lian	1375 Chambers Rd	Columbus	OH	43212	720-838-9348
Mah Tha Par	3417 N High St	Columbus	OH	43214	904-732-0898
Lian Kio	1755 Hilliard Rome Rd	Columbus	OH	43026	402-913-5129
Eun Ju Kwon	801 N Houk Rd	Delaware	OH	43015	214-724-3718
Joon Lae Lee	299 W Bridge St	Dublin	OH	43017	614-843-8819
Jisoo Lee	7625 Sawmill Rd	Dublin	OH	43016	304-638-7233
Joon Lae Lee	7100 Hospital Dr	Dublin	OH	43017	614-843-8819
Kathy Eunhee Lee	5870 Sawmill Rd	Dublin	OH	43017	614-477-7721
Aron Thang	885 N Union Rd	Englewood	OH	45322	937-618-0866
Hming Than Sang	1161 E Dayton Yellow Springs Rd	Fairborn	OH	45324	513-557-8468
Van Ni Uk	560 Wessel Dr	Fairfield	OH	45014	269-967-5704
Khin Aye Win	1996 Tiffin Ave	Findlay	OH	45840	646-678-6274
Hlawn Kip Tial	126 W High St	Fostoria	OH	44830	317-457-7393
Zahup Khuplian	3420 Towne Blvd	Franklin	OH	45005	859-916-9194
Biak Hnin Thang Hmun Hlei	1700 Cedar St	Fremont	OH	43420	903-771-9303
Sangheon Park	300 S Hamilton Rd	Gahanna	OH	43230	614-537-8760
Mah Thluai Cin	1365 Stoneridge Dr	Gahanna	OH	43230	980-254-5257
Jiae Park	5800 W Broad St	Galloway	OH	43119	614-648-5389
Hmum Kam	2474 Stringtown Rd	Grove City	OH	43123	614-668-6264
Tial Cung Nung	5965 Hoover Rd	Grove City	OH	43123	614-772-1665

Bawi Chin Sung	6011 Groveport Rd	Groveport	OH	43125	614-622-1845
Khai Chei	1474 Main St	Hamilton	OH	45013	402-677-8908
Van Dawt Lian	10477 Harrison Ave	Harrison	OH	45030	317-806-9363
Sui Mawng	910 Hebron Rd	Heath	OH	43056	740-328-5054
Sui Mawng	600 East Main St	Hebron	OH	43025	903-421-5472
Romal Peng Cung Lian	2525 Hilliard Rome Rd	Hilliard	OH	43026	614-695-1446
Ramhei Thang	4656 Cemetery Rd	Hilliard	OH	43026	614-495-6227
Yong Yeon Lim	7059 Orchard Center Dr	Holland	OH	43528	419-320-6661
Yuriko Davis	1300 E Mall Dr	Holland	OH	43528	419-322-1712
Ram Lian Sang	800 W Coshocton St	Johnstown	OH	43031	270-790-7931
Hre Awi	530 E Stroop Rd	Kettering	OH	45429	469-647-2256
Ramhei Thang	1621 N Memorial Dr	Lancaster	OH	43130	614-495-6227
Seung Ja Lee	1141 E Main St	Lancaster	OH	43130	614-446-4977
Vanro Hmun	1425 Columbus Ave	Lebanon	OH	45036	469-570-4604
Sunghwan Lee	6417 Columbus Pike	Lewis Center	OH	43035	614-732-9487
Lal Za Uk	7300 Yankee Rd	Liberty Twp	OH	45044	214-718-1633
Far Hnem Sung	5250 Newtown Dr	Liberty Twp	OH	45011	402-201-4051
Far Chin Tial	6388 Branch Hill Guinea Pike	Loveland	OH	45140	859-888-4531
Van Lai Lian	2900 W. St. Rt. 22 & 3	Maineville	OH	45039	513-806-5393
Lalsang Hmun	5705 S. State Route 48	Maineville	OH	45039	513-601-6708
Henry Saw Levi	1060 Ashland Rd	Mansfield	OH	44905	410-340-4572
Hang San Kim	1500 Lexington Ave	Mansfield	OH	44907	614-914-3667
Khamh Tu	1501 W 5Th St	Marysville	OH	43040	214-861-5617
Guit Kyin Wei	5210 State Route 741	Mason	OH	45040	513-289-4699
Guit Kyin Wei	5100 Terra Firma Dr	Mason	OH	45040	513-289-4699
Min Thaw Zin	1435 Reynolds Rd	Maumee	OH	43537	410-733-2657
Thla Thang	10101 Landing Way	Miamisburg	OH	45342	317-409-0706
Paw Du	3033 Heritage Green Dr	Monroe	OH	45050	410-564-4133
Joseph Thang	9939 Montgomery Rd	Montgomery	OH	45242	317-374-1790
Chum Mang	2921 W Alex Bell Rd	Moraine	OH	45459	270-996-0545
Tawk Lian Thang	210 Sterling Run Blvd	Mount Orab	OH	45154	859-803-6481
Iang Tha Bor	855 Coshocton Ave	Mt. Vernon	OH	43050	641-328-2418
Lal Thawng	5161 Hampsted Village Center Way	New Albany	OH	43054	614-806-0165
Thla Bawi	1155 N 21st St	Newark	OH	43055	402-689-8252
Rosemaui Viviana Poe	3301 Navarre Ave	Oregon	OH	43616	919-539-1606
Myo Thet San	300 S Locust St	Oxford	OH	45056	260-348-8586
Rossie Ngun Tha Thluai	350 E Broad St	Pataskala	OH	43062	614-818-8852
Van Nun Cung	27322 Carronade Dr	Perrysburg	OH	43551	641-758-4917
Tiang Cung	7833 Refugee Rd	Pickerington	OH	43147	614-597-7929
Bawi Hmun Sang	1045 Hill Rd N	Pickerington	OH	43147	614-971-6544
Biak Vel Sung	1510 Covington Ave	Piqua	OH	45356	904-351-9366
Biak Tha Thawng	2028 E Harbor Rd	Port Clinton	OH	43452	402-213-4154
Romal Peng Cung Lian	811 Gay St	Portsmouth	OH	45662	614-695-1446
Sunghwan Lee	3975 W Powell Dr	Powell	OH	43065	614-732-9487
Pau Za Nawl	6580 E Main St	Reynoldsburg	OH	43068	757-913-4501
Bawi Rem Thang	2675 Taylor Rd	Reynoldsburg	OH	43068	614-584-8280
Tha Lian Bawi	226 E Perkins Ave	Sandusky	OH	44870	614-902-9723
Ngun Kam	5225 Cobblestone Rd	Sheffield Village,	OH	44035	440-723-7034
Bawi Min Lian	2100 W Michigan St	Sidney	OH	45365	248-739-0935
Bawi Nun Cung	725 W Central Ave	Springboro	OH	45066	317-919-9611
Lal Thleng Liani	2989 Derr Rd	Springfield	OH	45503	317-728-6926
Van Lal	965 N Bechtle Ave	Springfield	OH	45504	317-639-9727
Lal Thleng Liani	2728 E Main St	Springfield	OH	45503	317-728-6926
Ei Ei Myint	50789 Valley Plaza Dr	St. Clairsville	OH	43950	301-821-1904

Mi Mi	475 Fortman Dr	St. Marys	OH	45885	567-213-9390
Thla Kio	264 South Hollywood Blvd	Steubenville	OH	43952	419-934-2243
Van Duh Ceu	131 State Route 3	Sunbury	OH	43074	214-753-3646
Daniel Park	113 E Airport Hwy	Swanton	OH	43558	419-787-8040
Lihua Chen	7545 Sylvania Ave	Sylvania	OH	43560	419-418-1239
Alison Eiphyo Saw	6235 Monroe St	Sylvania	OH	43560	269-290-3867
Hlawn Kip Tial	790 W Market St	Tiffin	OH	44883	317-457-7393
Daniel Phyo Saw	4925 Jackman Rd	Toledo	OH	43613	419-508-3268
Aung Lwino Saw	4633 Suder Ave	Toledo	OH	43611	269-290-3868
Joyce Chun Park	833 West Alexis Rd	Toledo	OH	43612	419-381-6845
Hui Fang Chen	2257 N Holland Sylvania Rd	Toledo	OH	43615	419-418-1239
Aung Lwino Saw	4533 Monroe St	Toledo	OH	43613	269-290-3868
Mayumi Zollars	2555 Glendale Ave	Toledo	OH	43614	419-708-5310
Ni Ceu	731 W Market St	Troy	OH	45373	571-765-0425
Hau Ciang	1955 W Henderson Rd	Upper Arlington	OH	43220	614-797-3224
Khua Kung	1637 E US Hwy 36	Urbana	OH	43078	402-913-8455
Aron Thang	780 Northwoods Blvd	Vandalia	OH	45377	937-618-0866
Sung Gi Hong	8730 Waterville Swanton Rd	Waterville	OH	43566	567-868-4573
Cung Hup Thang	220 Waverly Plaza	Waverly	OH	45690	614-641-3731
Florence B Chhakchuak	8000 Princeton Glendale Rd	West Chester Twp	OH	45069	317-332-3122
Mi Han Kim	7345 S.R. 3 Northgate Plaza	Westerville	OH	43082	614-787-6371
Thang Hnin	55 W Schrock Rd	Westerville	OH	43081	614-535-7791
Su Mi Kim	5991 Sunbury Rd	Westerville	OH	43081	614-440-5538
Rual Cung	9101 Ohio River Rd	Wheelersburg	OH	45694	614-446-3976
Cungbikboi Phuting	1230 Rombach Ave	Wilmington	OH	45177	463-212-9228
Jae Hyun Joo	60 Worthington Mall	Worthington	OH	43085	614-314-6907
Myunghee Han	1425 Worthington Centre Dr	Worthington	OH	43085	614-935-2097
Lydia Tin Maung	3387 Maple Ave	Zanesville	OH	43701	785-331-9947
Van Tha Cung	7601 E Reno Ave	Midwest City	OK	73110	469-647-0669
Bawi Ling Thawng	755 SW 19th St	Moore	OK	73160	636-497-0494
Ruth Siang	3535 NW 39th St	Oklahoma City	OK	73112	405-308-1190
Za Bik	7130 S Memorial Dr	Tulsa	OK	74133	469-237-6120
Van Biak	2500 Santiam Hwy SE	Albany	OR	97322	430-252-2281
Chan Hmun Lian	3100 Pacific Blvd SE	Albany	OR	97321	515-318-2051
Lin Yan	60 NE Bend River Mall Dr	Bend	OR	97701	718-710-2859
Ronald Van Biak Hmung	325 5th St	Brookings	OR	97415	970-296-0452
Za Hnin Lian	1401 SE 1st Ave	Canby	OR	97013	435-236-8264
Lal Hming Thanga Fanai	2200 E Baseline St	Cornelius	OR	97113	317-519-1369
Chan Hmun Lian	2335 NW Kings Blvd	Corvallis	OR	97330	515-318-2051
Van Neih Lian	777 NW Kings Blvd	Corvallis	OR	97330	515-639-4310
Wei Qi Wang	4275 Barger Dr	Eugene	OR	97402	908-992-8788
Hyun Sung Ahn	17005 SE Sunnyside Rd	Happy Valley	OR	97015	402-708-3342
Wei Qi Wang	1920 Olympic St	Springfield	OR	97477	908-992-8788
Lal Rem Thang	1215 W 6th St	The Dalles	OR	97058	469-556-4205
Thawng Lian	2500 Main Ave N	Tillamook	OR	97141	719-337-0037
Hniang Men Sang	1500 N.Cedar Crest Blvd	Allentown	PA	18104	484-951-8029
Biak Za Thawng	365 S Cedar Crest Blvd	Allentown	PA	18103	214-687-6327
Tinnwe Win	170 Buckaroo Ln	Bellefonte	PA	16823	814-574-9671
Than Htike Aung	1205 Chestnut St	Berwick	PA	18603	347-350-0809
Joseph Thang	5580 Crawford Dr	Bethlehem	PA	18017	484-773-6379
Cung Er	2425 Schoenersville Rd	Bethlehem	PA	18017	469-853-8274
Than Htike Aung	725 Columbia Blvd	Bloomsburg	PA	17815	347-350-0809
Farida Moeaye	924 Weir Lake Rd	Brodheads ville	PA	18322	240-205-6764
lang Tial	1195 Lowther Rd	Camp Hill	PA	17011	717-216-1601

Htun Htun Naing	95 Brooklyn St	Carbondale	PA	18407	304-538-4581
Shengwei Wang	1020 Northern Blvd	Clarks Summit	PA	18411	917-548-2870
Lyly Hniang Tha Par	200 Ridge Pike	Conshohocken	PA	19428	484-751-7226
Shengwei Wang	495 Memorial Highway Rt 415	Dallas	PA	18612	917-548-2870
Shengwei Wang	2859 State Route 309 Suite 75	Dallas	PA	18612	917-548-2870
John Bawi Hu Lian	600 Continental Blvd	Danville	PA	17821	717-510-2322
Cung Bawi Thawng	112 Atlantic Ave	Dingmans Ferry	PA	18328	903-209-7706
Ngun Thawng Ceu	73 Old Dublin Pike	Doylestown	PA	18901	214-245-8299
Sanjay Kumar Yadav	30 Primrose Ln	East Berlin	PA	17316	408-931-2478
Ye Htet Oo	695 North Courtland St	East Stroudsburg	PA	18301	240-672-6338
Aye Say Paw	3825 Sullivan Trail	Easton	PA	18040	484-714-9173
Nwe Ni Myo Aung	1629 South Market St	Elizabethtown	PA	17022	717-869-9139
Biak Za Thawng	1220 Chestnut St	Emmaus	PA	18049	214-687-6327
Iang Tial	4625 Valley Rd	Enola	PA	17025	717-216-1601
Sai Khi Nu	331 N Reading Rd	Ephrata	PA	17522	717-341-8178
Hniang Men Sang	7801 Glenlivet Dr W	Fogelsville	PA	18051	484-951-8029
Li Li Sial Ling Thang	5360 Lincoln Hwy	Gap	PA	17527	717-490-5520
Thae Thae Htwe	1050 East Philadelphia Ave	Gilbertsville	PA	19525	610-621-9033
Htun Htun Naing	589 Hamlin Highway	Hamlin	PA	18427	304-538-4581
Saw Htun Htun Lin Htoo	860 Carlisle St	Hanover	PA	17331	571-290-1990
Saw Htun Htun Lin Htoo	1424 Baltimore St	Hanover	PA	17331	571-290-1990
Mya Tun	123 Village Center Dr	Hawley	PA	18428	336-662-3331
Ceucung Lian	100 Weis Lane	Hazleton	PA	18201	317-385-2459
Mya Tun	1199 Texas Palmyra Hwy	Honesdale	PA	18431	336-662-3331
Sang Chin Pui	1130 Mae St	Hummelstown	PA	17036	717-557-5359
Ye Htet Oo	2100 Country Line Rd	Huntingdon Valley	PA	19006	267-666-9933
Neil Myo Aung	1440 Allegheny St	Jersey Shore	PA	17740	845-235-4403
Thae Thae Htwe	15260 Kutztown Rd	Kutztown	PA	19530	978-394-3078
Kam Cin Mang	1204 Millersville Pike	Lancaster	PA	17603	717-669-3486
Ei Mon Zaw	1643 Manheim Pike	Lancaster	PA	17601	717-333-2664
Kam Cin Mang	1400 Stoney Battery Rd	Lancaster	PA	17601	717-669-3486
Kam Cin Mang	1700A Fruitville Pike	Lancaster	PA	17601	717-669-3486
Ma Thi Thi	1551 S Valley Forge Rd	Lansdale	PA	19446	215-771-3212
Cung Nawl Thawng	800 S 12th St	Lebanon	PA	17042	223-237-0329
Bawi Uk Thang	6901 Westbranch Highway	Lewisburg	PA	17837	717-255-9252
Ei Mon Zaw	740 South Broad St	Lititz	PA	17543	717-333-2664
Neil Myo Aung	313-327 West Bald Eagle Street	Lock Haven	PA	17745	845-235-4403
Tin Lian Thawng	3440 Grandview Dr	Macungie	PA	18062	317-662-6516
Ei Mon Zaw	75 Doe Run Rd	Manheim	PA	17545	717-333-2664
Iang Tial	5140 Simpson Ferry Rd	Mechanicsburg	PA	17050	717-216-1601
Iang Tial	2150 Bumble Bee Hollow Rd	Mechanicsburg	PA	17055	717-216-1601
Bawi Uk Thang	65 Meadow Green Dr	Mifflinburg	PA	17844	717-255-9252
Neil Myo Aung	6 Millbrook Plaza	Mill Hall	PA	17751	845-235-4403
Bawi Uk Thang	555 Mahoning St	Milton	PA	17847	717-255-9252
Van Peng Lin	801 Loyalsock Ave	Montoursville	PA	17754	936-235-0938
Nwe Ni Myo Aung	441 West Main St	Mount Joy	PA	17552	717-869-9139
Moe Pwint Phyu	3236 Route 940 Suite 116	Mount Pocono	PA	18344	610-217-3357
Saw Lar Paung	237 S Mountain Blvd	Mountain Top	PA	18707	215-873-1844
Van Peng Lin	1272 E Penn St	Muncy	PA	17756	936-235-0938
Saw Lar Paung	1 Weis Plaza	Nanticoke	PA	18634	215-873-1844
Lyly Hniang Tha Par	25 W Germantown Pike	Norristown	PA	19401	484-751-7226
Thae Thae Htwe	61 King's Plaza	Oley	PA	19547	978-394-3078
Cung Nawl Thawng	901 E Main St	Palmyra	PA	17078	223-237-0329
Aye Say Paw	1309 Blue Valley Dr	Pan Argyl	PA	18072	484-714-9173

Tawk Hei	498 Pottstown Ave	Pennsburg	PA	18073	720-454-7817
Ngun Thawng Ceu	431 Dublin Pike	Perkasie	PA	18944	214-245-8299
Ceucung Lian	500 Pottsville Park Plaza	Pottsville	PA	17901	317-385-2459
Thae Thae Htwe	2020 N 13th St	Reading	PA	19604	978-394-3078
Sanjay Kumar Yadav	693 Lombard Rd	Red Lion	PA	17356	408-931-2478
Joseph Thang	5020 Route 873	Schnecksville	PA	18078	484-773-6379
John Bawi Hu Lian	719 Route 522	Selinsgrove	PA	17870	717-510-2322
Tinnwe Win	560 Westerly Pkwy	State College	PA	16801	814-574-9671
Ye Htet Oo	1070 North 9th St	Stroudsburg	PA	18360	240-672-6338
John Bawi Hu Lian	1100 N 4th St	Sunbury	PA	17801	717-510-2322
Moe Pwint Phyu	2836 PA-611	Tannersville	PA	18372	610-217-3357
Shengwei Wang	600 Hunter Highway	Tunkhannock	PA	18657	917-548-2870
Nwe Ni Myo Aung	1112 W Wyomissing Blvd	West Lawn	PA	19609	717-869-9139
Joseph Thang	3644 MacArthur Rd	Whitehall	PA	18052	484-773-6379
Van Peng Lin	305 River Ave	Williamsport	PA	17701	936-235-0938
Van Peng Lin	1916 Lycoming Creek Rd	Williamsport	PA	17701	936-235-0938
Kam Cin Mang	2600 Willow Street Pike	Willow Street	PA	17584	717-669-3486
Nwe Ni Myo Aung	2759 Paper Mill Rd	Wyomissing	PA	19610	717-869-9139
Sanjay Kumar Yadav	2400 E Market St	York	PA	17402	408-931-2478
Sanjay Kumar Yadav	1800 Roosevelt Ave	York	PA	17404	408-931-2478
Sanjay Kumar Yadav	2065 Springwood Rd	York	PA	17403	408-931-2478
Mang Tial	3315 Guthrie Hwy	Clarksville	TN	37040	615-482-4909
Za Hu	301 Indian Lake Blvd	Hendersonville	TN	37075	563-549-8878
Steven Sanglian	112 Sunset Dr	Johnson City	TN	37604	469-403-7731
Steven Sanglian	1805 W State of Franklin Rd	Johnson City	TN	37604	469-403-7731
Ngun Hlei Tial	11635 US-70	Arlington	TN	38002	214-245-7485
No Name Given Nayakalankara	11630 Highway 51 S	Atoka	TN	38004	217-602-7782
No Name Given Nayakalankara	5995 Stage Rd	Bartlett	TN	38134	217-602-7782
Ngun Hlei Tial	7615 US-70	Bartlett	TN	38133	214-245-7485
Lian Hlei Thang	2942 Kirby Whitten Rd	Bartlett	TN	38134	405-412-2852
Hniang Nawn Mawi	240 New Byhalia Rd	Collierville	TN	38017	214-780-8867
Hniang Nawn Mawi	3685 S Houston Levee Rd	Collierville	TN	38017	214-780-8867
Biak Cung	676 N Germantown Pkwy	Cordova	TN	38018	405-410-4802
Hmun Lian	1675 N Germantown Pkwy	Cordova	TN	38016	432-250-5466
Lal Peng	1230 N Houston Levee Rd	Cordova	TN	38018	901-488-3783
Cin Gen Thang	7735 Farmington Blvd	Germantown	TN	38138	850-276-4434
Ceu Mang	941 North Pkwy	Jackson	TN	38305	469-464-8558
Ceu Mang	41 Stonebrook Pl	Jackson	TN	38305	469-464-8558
Ceu Mang	35 W University Pkwy	Jackson	TN	38305	469-464-8558
Su Su Hlaing	9025 US-64	Lakeland	TN	38002	616-309-0997
Val Hlei Thang	1366 Poplar Ave	Memphis	TN	38104	806-930-9752
Ceu Hrin	1212 E Shelby Dr	Memphis	TN	38116	317-737-4920
John Lian Thawng	799 Truse Pkwy	Memphis	TN	38117	405-534-3250
Cung Lian Bik	6660 Poplar Ave	Memphis	TN	38138	469-630-5470
Val Hlei Thang	1759 Union Ave	Memphis	TN	38104	806-930-9752
John Lian Thawng	540 S Mendenhall Rd	Memphis	TN	38117	405-534-3250
Cung Lian Bik	2835 Kirby Pkwy	Memphis	TN	38119	469-630-5470
John Lian Thawng	3444 Plaza Ave	Memphis	TN	38111	405-534-3250
Nang Khan Tung	7265 US-64	Oakland	TN	38060	616-589-3266
Pa Chawn	1212 E Bethany Dr	Allen	TX	75002	903-450-2645
Tial Tin Cuai	1210 N Greenville Ave	Allen	TX	75002	469-765-7216
Zinghleisung Longsang	1320 W McDermott Dr	Allen	TX	75013	214-425-3629
Guo Li Chen	3100 S Gordon St	Alvin	TX	77511	347-453-7737
Sung Cuai	8952 Westgate Pkwy W	Amarillo	TX	79121	806-670-1747

Run Za Thang	2201 Ross Osage St	Amarillo	TX	79103	806-220-5455
Erji Feng	1804 N Velasco St	Angleton	TX	77515	626-264-7713
Tial Thapar Mang	5330 S Cooper St	Arlington	TX	76017	214-636-1259
Kyaw Naing	4620 S Cooper St	Arlington	TX	76017	682-404-2883
Nicholas Aaron Smith	10901 Lakeline Mall Dr	Austin	TX	78717	361-806-6379
Chong Mi Kim	9900 S IH-35 Frontage Rd	Austin	TX	78748	512-743-6639
Biak Iang	3400 FM 407 E	Bartonville	TX	76226	214-407-1427
Ram Eng	6315 Garth Rd	Baytown	TX	77521	832-814-8896
Mary Par Lian	3965 Dowlen Rd	Beaumont	TX	77706	980-273-2118
Mary Par Lian	3845 Phelan Blvd	Beaumont	TX	77707	409-519-9134
Yawl Yok	2109 Harwood Rd	Bedford	TX	76021	469-826-5990
Ni Kung	2303 Boonville Rd	Bryan	TX	77808	214-906-0788
Thla Bik Chuntei	4038 Old Denton Rd	Carrollton	TX	75007	214-407-0839
Joseph Van Hei	2620 N Josey Ln	Carrollton	TX	75007	972-657-0981
Lal Cuai Lo	800 N Dixie Dr	Clute	TX	77531	512-740-7522
Sui Za Lian	3535 Longmire Dr	College Station	TX	77845	832-935-3232
Chun Fang Chen	341 S Loop 336 W	Conroe	TX	77304	347-798-6073
Khin Soe Soe	2222 Interstate 45 N	Conroe	TX	77301	832-878-6924
Ngun Dawh Tial	1004 S Crowley Rd	Crowley	TX	76036	817-504-5458
Hnin Ceu	9703 Barker Cypress Rd	Cypress	TX	77433	337-707-4372
Titus Thawngtha Thang	20355 Cypresswood Dr	Cypress	TX	77433	469-955-9833
Tawk Hlei Thang	13135 Louetta Rd	Cypress	TX	77429	409-519-9134
Kun Mee Lyu	18030 FM 529 Rd	Cypress	TX	77433	832-630-0688
Qinghua Mao	17455 Spring-Cypress Rd	Cypress	TX	77429	917-518-1100
Lilian Ngunvang	4901 Maple Ave	Dallas	TX	75235	469-510-9469
Biak Iang	10677 E NW Hwy #300	Dallas	TX	75238	469-847-4928
Simon Sungkwan Kim	3939 Frankford Rd	Dallas	TX	75287	214-435-4178
Biak Cin Thawng	9461 Webb Chapel Rd	Dallas	TX	75220	469-740-0015
Jayun Choi	5021 Teasley Ln	Denton	TX	76210	940-453-2132
Seong Hee Hong	1592 S Loop 288	Denton	TX	76205	469-900-7377
Bongjin Bae	2645 W University Dr	Denton	TX	76201	940-783-2568
Hrang Za Kap	3410 Gulf Fwy	Dickinson	TX	77539	469-432-5149
Hruai Ceu Lian	1060 N Main St	Eules	TX	76039	817-818-7242
Yawl Yok	2709 Cross Timbers Rd	Flower Mound	TX	75028	469-826-5990
Lal Zui Mawi	1101 Flower Mound Rd	Flower Mound	TX	75028	432-978-9176
Jin Wook Lee	500 Marketplace Blvd	Forney	TX	75126	847-571-3527
Mang Peng Lian	3120 S University Dr	Fort Worth	TX	76109	817-609-2424
Sui Zi	6650 N Beach St	Fort Worth	TX	76137	817-841-7464
Eun Suk Lim	8968 Tehama Ridge Pkwy	Fort Worth	TX	76177	256-503-9766
Kun Ying Chen	3135 E Fm 528 Rd	Friendswood	TX	77546	917-833-3836
Liyang Guo	155 W El Dorado Blvd	Friendswood	TX	77546	346-719-3402
Bawi Ceu Lian	7500 Preston Rd	Frisco	TX	75034	970-426-2400
Min Y Ahn	12221 Custer Rd	Frisco	TX	75035	469-396-2895
Li Yu Liang	5730 Seawall Blvd	Galveston	TX	77551	936-900-7205
Sui Zi	6850 N Shiloh Rd	Garland	TX	75044	214-429-7388
Van Boih Muan	3915 E U.S. Hwy 377	Granbury	TX	76049	817-683-4368
Esther Suinunkim	2525 I-20	Grand Prairie	TX	75052	817-941-4465
Nicholas Aaron Smith	600 W Central Texas Expressway	Harker Heights	TX	76548	361-806-6379
Mihyun Jung	2300 Gessner Rd	Houston	TX	77080	346-718-0536
Renqun Chen	239 W 20th St	Houston	TX	77080	832-606-6301
Young In Kim	1440 Studemont St	Houston	TX	77007	346-715-8117
Danmin Pan	14221 E Sam Houston Pkwy N	Houston	TX	77044	646-732-7733
Cheol Min Shin	14344 Memorial Dr	Houston	TX	77079	201-835-8145
Caihong Lyu	1950 El Dorado Blvd	Houston	TX	77062	832-288-7718

Xuanzhou Michalsen	1801 South Voss Rd	Houston	TX	77057	832-638-3640
Kyung Do Cho	9330 Jones Rd	Houston	TX	77065	956-763-3666
Wayne Guan	1035 N Shepard Dr	Houston	TX	77008	713-880-4496
Renqun Chen	10306 S Post Oak Rd	Houston	TX	77035	832-606-6301
Wayne Guan	5150 Buffalo Speedway	Houston	TX	77005	713-880-4496
Xuanzhou Michalsen	1505 Wirt Rd	Houston	TX	77055	832-638-3640
May T Kyaw	9303 Highway 6 S	Houston	TX	77083	281-509-4712
Sunghyun Cho	1520 Eldridge Pkwy	Houston	TX	77077	832-364-4553
Wayne Guan	1938 West Gray At Woodhead	Houston	TX	77019	713-880-4496
Tommy Bin Huang	1352 W 43rd St	Houston	TX	77018	832-660-2521
Yítong Bai	9919 Westheimer Rd	Houston	TX	77042	716-235-9074
Ding Thang	12222 Jones Rd	Houston	TX	77070	623-693-2246
Titus Phye	8550 Hwy 6 N	Houston	TX	77095	832-741-0035
Caihong Lyu	16400 El Camino Real	Houston	TX	77062	832-288-7718
Hyun Nam Hwang	360 FM 1960 Rd W	Houston	TX	77090	832-860-5883
Xi Chen	6350 N Eldridge Pkwy	Houston	TX	77041	917-912-3628
Mihyun Jung	9325 Katy Fwy	Houston	TX	77024	346-718-0536
Hao Fu	12555 Briar Forest Dr	Houston	TX	77077	626-233-9031
Bawi Lian Bik	12400 Farm to Market 1960 Rd W	Houston	TX	77065	980-230-7255
Liangbing Chen	9125 W Sam Houston Pkwy N	Houston	TX	77064	347-981-1238
Hye Young Yoon	7747 Kirby Dr	Houston	TX	77030	832-605-6660
Qing Liu	11701 S Sam Houston Pkwy E	Houston	TX	77089	360-712-9339
Jian Li	10010 Cypresswood Dr	Houston	TX	77070	832-360-6998
Caigui Chen	7950 F.M. 1960 W	Houston	TX	77070	917-912-3626
Lijun Cai	5310 S Rice Ave	Houston	TX	77081	281-235-2321
Vincent Ng	9475 FM1960 Bypass Rd W	Humble	TX	77338	347-996-6547
Yong Escobedo	19300 W Lake Houston Pkwy	Humble	TX	77346	832-527-2256
Cai Shun Pan	3820 Atascocita Rd	Humble	TX	77396	719-373-8067
Yongqin Chen	223 IH 45 South	Huntsville	TX	77340	917-912-3628
Lai Ram Thang	7505 N MacArthur Blvd	Irving	TX	75063	972-877-0910
Yongqin Chen	9806 Gaston Rd	Katy	TX	77494	917-912-3628
Young In Kim	2700 W Grand Pkwy N	Katy	TX	77449	346-715-8117
Eun Sook Nam	1712 Spring Green Blvd	Katy	TX	77494	832-213-8197
Mi Young Lee	22150 Westheimer Pkwy	Katy	TX	77450	832-860-4047
Haegang Do	6055 N Fry Rd	Katy	TX	77449	832-509-6859
Meizhen Li	1550 W Grand Pkwy S	Katy	TX	77494	917-912-9937
Jinsun Choi You	976 Keller Pkwy	Keller	TX	76248	205-914-4737
Hlei Sung	2061 Rufe Snow Dr	Keller	TX	76248	214-789-6733
Van Peng Lian	3410 Northpark Dr	Kingwood	TX	77345	214-429-6034
Xiaowei Pan	25651 Highway 59 N	Kingwood	TX	77339	719-337-7856
Shujie Wang	6614 Gulf Fwy	La Marque	TX	77568	713-261-3308
Lingfang Zhu	1300 W Fairmont Pkwy	La Porte	TX	77571	832-729-5288
Sui Mawi	1920 W League City Pkwy	League City	TX	77573	346-932-7672
Meiwu Chen	2750 E League City Parkway	League City	TX	77573	929-215-6422
Yingmei Wu	250 S Egret Bay Blvd	League City	TX	77573	832-373-1018
Chae Soo Hong	4620 SH 121	Lewisville	TX	75056	972-439-7803
Tha Thawng	701 W Marshall Ave	Longview	TX	75601	214-649-0752
Phun Thang	6016 Marsha Sharp Fwy	Lubbock	TX	79407	972-537-6933
Aung Zaw	407 N Brentwood Dr	Lufkin	TX	75904	817-298-1030
Thang Hnin Bawi	6616 FM 1488 Rd	Magnolia	TX	77354	469-826-2106
Khin Myo Thun	3300 E Broad St	Mansfield	TX	76063	469-734-0484
Tha Ngun	300 East End Blvd N	Marshall	TX	75670	469-487-5377
Khup Za Muan Thang	7601 N 10th St	McAllen	TX	78504	209-695-9432
Khup Za Muan Thang	1400 E Jackson Ave	McAllen	TX	78503	209-695-9432

Claire Komers	2901 S Lake Forest Dr	McKinney	TX	75070	951-473-0561
Joel Bawi Tha Thawng	2200 FM 663	Midlothian	TX	76065	682-347-0968
Xiao Gu	10250 Hwy 6	Missouri City	TX	77459	832-520-6015
Shaming Shen Wang	6200 Highway 6	Missouri City	TX	77459	281-748-1001
Suhyun Yeo	20168 Eva St	Montgomery	TX	77356	713-501-5397
Chan Hram	1215 North St	Nacogdoches	TX	75961	469-618-7947
Richard Ming Hsieh	22030 Market Place Dr	New Caney	TX	77357	832-401-9179
Esther Suinunkim	7201 Boulevard 26	North Richland Hills	TX	76180	817-941-4465
Xue Fang Chen	6767 Spencer Hwy	Pasadena	TX	77505	917-553-9996
Xue Fang Chen	3550 Spencer Hwy	Pasadena	TX	77504	917-553-9996
Jing Chen	3245 Broadway St	Pearland	TX	77581	718-866-5679
Renqun Chen	11003 Shadow Creek Pkwy	Pearland	TX	77584	832-606-6301
Yuping Ma	8323 West Broadway St	Pearland	TX	77584	832-838-5933
Men Iang Thluai	15800 South Fwy	Pearland	TX	77584	832-996-6105
Hnin Peng	3305 Dallas Pkwy	Plano	TX	75093	469-877-8225
Daniel Thang	4017 14th St	Plano	TX	75074	214-916-7812
Ming Yang	2925 Custer Rd	Plano	TX	75075	469-321-1123
Vanthluai Par	9700 Coit Rd	Plano	TX	75025	214-607-8616
Johan Sang	4650 West University Dr	Prosper	TX	75078	972-522-8253
Gina Lee	25050 FM 1093	Richmond	TX	77406	832-759-4526
Hyea Won Kim	6425 FM 1464 Rd	Richmond	TX	77407	213-219-7756
Ngun Nei Zing	8011 W Grand Pkwy S	Richmond	TX	77407	832-815-7792
Dilya M Tokhtaeva	1950 N Goliad St	Rockwall	TX	75087	903-413-0575
Chun Ja Kim	2935 Ridge Rd	Rockwall	TX	75032	469-500-2112
Jun Sik Hyun	24401 Brazos Town Crossing	Rosenberg	TX	77471	832-572-8741
Zakhar Lian	130 Sundance Pkwy Ste 300	Round Rock	TX	78681	512-888-2163
Ni Ni	5190 Hwy 78	Sachse	TX	75048	602-578-9727
La Tum Thang Pawl	2530 Marshall Rd	San Antonio	TX	78259	210-300-6839
Bo Sitt Khine	3239 Goliad Rd	San Antonio	TX	78223	646-915-6530
Van Ngo	5565 De Zavala Rd	San Antonio	TX	78249	678-887-2371
Sun Day Thang	5055 NW Loop 410	San Antonio	TX	78229	512-743-4578
Van Ngo	12349 I-35 Frontage Rd	San Antonio	TX	78233	678-887-2371
Tluang Cin Thang	3150 SW Military Dr	San Antonio	TX	78224	210-965-0156
Chong Mi Kim	1350 Leah Ave	San Marcos	TX	78666	512-786-8044
Thla Bik Chuntei	2110 E Southlake Blvd	Southlake	TX	76092	214-407-0839
Hyun Nam Hwang	5671 Treaschwig Rd	Spring	TX	77373	832-860-5883
Cung Bik	2150 Spring Stuebner Rd	Spring	TX	77389	214-316-8651
Thao Thi Thanh Do	3731 Riley Fuzzel Rd	Spring	TX	77386	346-256-1240
Gilbert Urbano	15802 Champion Forest Dr	Spring	TX	77379	281-904-5631
Hyun Nam Hwang	6060 FM 2920 Rd	Spring	TX	77379	832-860-5883
Jian Gang Shen	2301 Rayford Rd	Spring	TX	77386	832-373-1018
Cung Bik	18518 Kuykendahl Rd	Spring	TX	77379	214-316-8651
Houjun Jeon	8745 Spring Cypress Rd	Spring	TX	77379	832-274-3985
Min Ding	12300 SW Fwy	Stafford	TX	77477	832-666-0318
Xiao Gu	18861 University Blvd	Sugar Land	TX	77479	832-520-6015
Xiao Gu	4825 Sweetwater Blvd	Sugar Land	TX	77479	832-520-6015
Chung Hsien Chen	11565 S Highway 6	Sugar Land	TX	77478	281-691-2528
Cho Cho Me	351 Hwy 6	Sugar Land	TX	77478	832-725-2424
Dawt Fam	4747 Research Forest Dr	The Woodlands	TX	77381	469-826-2106
Dawt Fam	6700 Woodlands Pkwy Suite 600	The Woodlands	TX	77382	469-826-2106
Thang Hnin Bawi	8000 Research Forest Dr	The Woodlands	TX	77382	469-826-2106
Biak Lin Sang	24350 Kuykendahl Rd	Tomball	TX	77375	214-710-7759
Yuan Qiao	14060 FM 2920 Rd	Tomball	TX	77375	713-494-4372
Zaw Hpan Samra	225 E Spring St	Weatherford	TX	76086	817-231-1175

Thla Thang	6760 Westworth Blvd	Westworth Village	TX	76114	214-994-7492
Tluang Za Kherh	3801 Kell Blvd	Wichita Falls	TX	76308	469-321-6941
Suhyun Yeo	12605 I-45 N	Willis	TX	77318	713-501-5397
Sin Wa Li Maran	11969 S Carlsbad Way	Herriman	UT	84096	385-254-9944
Lu Mai	1055 W Hill Field Rd	Layton	UT	84041	385-227-4139
Joel K Benedicto	200 S Fort Ln	Layton	UT	84041	518-898-3938
Mai Nu Sayaw	1341 Main St	Logan	UT	84341	801-800-5477
Ah Dan Zingtung	1313 S University Ave	Provo	UT	84601	385-299-8461
Mai Nu Sayaw	4949 S 900 W	Riverdale	UT	84405	801-800-5477
Van Dam	1905 S 300 W	Salt Lake City	UT	84115	385-237-7981
Ngun Tawk Ceu	11278 South Jordan Gateway	South Jordan	UT	84095	385-347-6897
Van Dam	2193 Main St	South Salt Lake	UT	84115	385-237-7981
Rahn Koo Binkley	903 University City Blvd	Blacksburg	VA	24060	540-250-1684
Rahn Koo Binkley	1322 S Main St	Blacksburg	VA	24060	540-250-1684
Chay Aye	1904 Emmet St	Charlottesville	VA	22901	434-960-2226
Sai Leng	1980 Rio Hill Center	Charlottesville	VA	22901	434-327-7285
Chay Aye	1159 Emmet St	Charlottesville	VA	22901	434-960-2226
Nawng Lat	1464 Mount Pleasant Rd	Chesapeake	VA	23322	804-309-8572
James Dawt Lian	1653 Sentinel Dr	Chesapeake	VA	23320	469-559-7092
Nawng Lat	309 South Battlefield Blvd	Chesapeake	VA	23322	804-309-8572
Kyoung A Jen	12726 Jefferson Davis Hwy	Chester	VA	23831	804-432-6766
Insoon Kye Kim	10800 Iron Bridge Rd	Chester	VA	23831	804-971-6993
Derek William Winkelman	555 N Franklin St	Christiansburg	VA	24073	585-355-6353
Naing Gyi David	72 Kingston Dr	Daleville	VA	24083	540-682-6702
Derek William Winkelman	7480 Lee Hwy	Fairlawn	VA	24141	585-355-6353
Sui Ngun Mawi	15069 Forest Rd	Forest	VA	24551	269-832-2154
Kai San Lahpai	1050 W Mercury Blvd	Hamptom	VA	23666	757-217-6028
Khulan Munkhbaatar	80 Westlake Rd	Hardy	VA	24101	540-816-6893
Rain Sang	7254 George Washington Memorial Hwy	Hayes	VA	23072	757-597-3748
Ying Jiang	11895 West Broad St	Henrico	VA	23233	804-432-3106
Ying Jiang	9000 Staples Mill Rd	Henrico	VA	23228	804-432-3106
Myint Zuthin David	422 East Nelson St	Lexington	VA	24450	434-227-2856
Tial Hnin Thang	2012 Wards Rd	Lynchburg	VA	24502	240-440-0272
Tial Hnin Thang	4119 Boonsboro Rd	Lynchburg	VA	24503	240-440-0272
Tial Hnin Thang	7805 Timberlake Rd	Lynchburg	VA	24502	240-440-0272
Gyo Chul Goo	6335 Mechanicsville Turnpike	Mechanicsville	VA	23111	804-835-3136
Ling Feng Gao	9351 Atlee Rd	Mechanicsville	VA	23116	718-690-0666
Ae Ran Choikim	3001 Polo Parkway	Midlothian	VA	23113	732-598-0386
Geo Han Lee	13201 Rittenhouse Dr	Midlothian	VA	23112	804-774-0773
Yoona Jang	14101 Midlothian Turnpike	Midlothian	VA	23113	804-896-1297
Seryeon Lee	2821 Hicks Rd	North Chesterfield	VA	23235	213-369-3611
Seryeon Lee	7000 Tim Price Way	North Chesterfield	VA	23225	213-369-3611
James Val Lian Bawi	1301 Frederick Blvd	Portsmouth	VA	23707	608-440-4419
Gyo Chul Goo	4816 S Laburnum Ave	Richmond	VA	23231	804-835-3136
Aml Monday Moussa	9480 West Broad St	Richmond	VA	23294	804-868-8077
Mikyung Lee	1356 Gaskins Rd	Richmond	VA	23238	757-645-6623
Jie Li	3507 W Cary St	Richmond	VA	23221	804-601-6826
Jin Li Chen	1601 Willow Lawn Dr	Richmond	VA	23230	718-690-0666
Alen Guang Li	901 North Lombardy St	Richmond	VA	23220	215-500-3468
Yong Pyo Rhee	1510 Eastridge Rd	Richmond	VA	23229	804-539-7372
Justin J Yun	7223 Williamson Rd NW	Roanoke	VA	24019	540-353-1082
Aa Nu	614 Brandon Ave	Roanoke	VA	24015	540-892-9536
Aa Nu	4488 Electric Rd	Roanoke	VA	24018	540-769-3062
Olonbayar Ravdandorj	3971 Brambleton Ave	Roanoke	VA	24018	540-798-4153

Narantsetseg Batjargal	3970 Valley Gateway Blvd	Roanoke	VA	24012	540-354-4823
Sui Hlawn Rem	4404 Brambleton Ave	Roanoke	VA	24018	540-892-8469
Olonbayar Ravdandorj	400 Old Franklin Turnpike Ste 110	Rocky Mount	VA	24151	540-798-4153
Justin J Yun	1925 Electric Rd	Salem	VA	24153	540-353-1082
Justin J Yun	161 Electric Rd	Salem	VA	24153	540-353-1082
Justin J Yun	1477 West Main St	Salem	VA	24153	540-353-1082
Kai San Lhpai	1282 Smithfield Plaza	Smithfield	VA	23430	757-217-6028
San Win Swe	2612 Jefferson Davis Highway	Stafford	VA	22554	718-431-4402
San Win Swe	905 Garrisonville Rd	Stafford	VA	22554	718-431-4402
Aung Gyi Myint	850 Statler Square	Staunton	VA	24401	540-460-8416
Zam Kim Thang	1017 University Blvd	Suffolk	VA	23434	917-518-0350
Langh Za Khan	1401 N Main St	Suffolk	VA	23434	757-291-6381
Jae Hong Yoon	975 Providence Square S.C.	VA Beach	VA	23464	703-470-8956
Jaesoon H Kim	3330 Virginia Beach Blvd	VA Beach	VA	23452	757-788-9857
Kyoung Hwan Kim	3901 Holland Rd	VA Beach	VA	23452	703-973-1636
Van Tha Thawng	915 Hardy Rd	Vinton	VA	24179	540-892-9536
Ivory Htar Htar	4625 Shore Dr	Virginia Beach	VA	23455	757-316-7854
Siang Nei Zing	1800 Republic Rd	Virginia Beach	VA	23454	757-256-6807
Sang Biak	3345 Virginia Beach Blvd	Virginia Beach	VA	23452	804-928-7057
Dim Piang	5007-2 Victory Blvd	Yorktown	VA	23693	415-603-8193
Rain Sang	6500 George Washington Memorial Hwy	Yorktown	VA	23692	757-597-3748
Bawi Hum	800 Lakeway Dr	Bellingham	WA	98229	214-854-1048
Lal Nun Thara	1225 W Bakerview Rd	Bellingham	WA	98226	317-414-8290
Cung Ceu	20904 Highway 410	Bonney Lake	WA	98391	253-249-5286
Myint Myint Aung	21045 Bothell Everett Hwy	Bothell	WA	98021	425-614-6753
Lai Ruat Lian	920 S Burlington Blvd	Burlington	WA	98233	206-302-9185
Nyein Chan	8530 Evergreen Way	Everett	WA	98208	206-941-3352
Nyein Chan	12906 Bothell Everett Hwy	Everett	WA	98208	206-941-3352
Phyu Phyu Min	4615 196th St SW Ste 175	Lynnwood	WA	98036	206-890-4182
Elis Do Lian Zam	2902 164th St SW	Lynnwood	WA	98087	806-418-0279
Helen Kim Boih	9925 State Ave	Marysville	WA	98270	206-383-9724
Nang Van Muang	18805 State Route 2	Monroe	WA	98272	806-336-5200
Suiza Tial Lian	100 NW 85th St	Seattle	WA	98117	206-412-1364
Fam Ci	13000 Lake City Way NE	Seattle	WA	98125	317-612-7103
Iang Tin Thluai	915 NW 45th St	Seattle	WA	98107	806-567-0372
Tin Hre Lian	18325 Aurora Ave N	Shoreline	WA	98133	206-308-0617
Helen Kim Boih	2801 Bickford Ave	Snohomish	WA	98290	206-383-9724
Jung Ja Chang	4505 S 19th St	Tacoma	WA	98405	253-389-5428
Bawi Ram Nawl	2425 Longfibre Rd	Union Gap	WA	98903	469-269-8532
Sarah Moon	11325 Se Mill Plain Blvd	Vancouver	WA	98684	614-313-6899
John Bik Thang	1340 N Wenatchee Ave	Wenatchee	WA	98801	206-201-4506
Ting Za Lian	2700 N Ballard Rd	Appleton	WI	54911	972-302-6952
Ting Za Lian	2400 W Wisconsin Ave	Appleton	WI	54914	972-302-6952
Lian Boi Thawng	511 W Calumet St	Appleton	WI	54915	469-460-0441
Caw Ni Phun Len Thang	340 W Brown Deer Rd	Bayside	WI	53217	414-644-7360
Bawi Uk Lian	17295 W Capitol Dr	Brookfield	WI	53045	515-305-6518
Bawi Uk Lian	2205 N. Calhoun Rd	Brookfield	WI	53005	515-305-6518
Bawi Uk Lian	17630 W Bluemound Rd	Brookfield	WI	53045	515-305-6518
Par Hnem Cung	12735 W Capitol Dr	Brookfield	WI	53005	414-239-4158
Ngun Tin	15170 W Greenfield Ave	Brookfield	WI	53005	414-460-6895
Van Iang Mawi	20222 Lower Union St	Brookfield	WI	53045	414-458-5461
Za Hlei Sung	1008 Milwaukee Ave	Burlington	WI	53105	414-526-7295
Za Uk Hmung	621 S Main St	DeForest	WI	53532	385-529-8660
Thaa Chin	13425 Watertown Plank Rd	Elm Grove	WI	53122	414-484-9885

Viyanh Philavong	3010 Cahill Main	Fitchburg	WI	53711	608-312-3003
Thla Thawng	7201 S 76th St	Franklin	WI	53132	262-902-5315
Than Hlei Par	7780 S Lovers Lane Rd	Franklin	WI	53132	414-252-6172
Phun Thang	5200 W Rawson Ave	Franklin	WI	53132	414-792-0574
Peter Biak Ceu Lian	N112 W16200 Mequon Rd	Germantown	WI	53022	414-306-2546
Mi Aye Htot Lyi	N112W15800 Mequon Rd	Germantown	WI	53022	920-636-3651
Cak Thang	6969 N Port Washington Rd Bldg C	Glendale	WI	53217	414-484-1426
Cu Bik	2195 1st Ave	Grafton	WI	53024	414-231-0737
Khin Mar Htay	1291 Lombardi Access Rd	Green Bay	WI	54304	414-204-6810
Khin Mar Htay	1819 Main St	Green Bay	WI	54302	414-204-6810
Khin Mar Htay	2064 Lime Kiln Rd	Green Bay	WI	54311	414-204-6810
Tuan Hre Kam	6200 W Loomis Rd	Greendale	WI	53129	309-428-8419
Thla Thawng	4279 S 76th St	Greenfield	WI	53220	262-902-5315
Cung Cem	7901 W Layton Ave	Greenfield	WI	53220	414-526-4383
Cung Cem	5101 S 108th St	Hales Corners	WI	53130	414-526-4383
Than Hlei Par	5800 S 108th St	Hales Corners	WI	53130	414-252-6172
Bawi Za Uk	3161 Village Square Dr	Hartland	WI	53029	414-418-7450
Roland Ceu Mang	600 Hartbrook Dr	Hartland	WI	53029	317-798-7322
Ngun Hei	2811 18th St	Kenosha	WI	53140	414-639-1493
Ngun Hei	5710 75th St	Kenosha	WI	53142	414-639-1493
Siang Cung Thang	6655 McKee Rd	Madison	WI	53719	214-400-2086
No Dun	2502 Shopko Dr	Madison	WI	53704	317-654-9181
Salai Thawng Tin Uk	6010 Cottage Grove Rd	Madison	WI	53718	630-480-1573
Viyanh Philavong	261 Junction Rd	Madison	WI	53717	608-312-3003
Siang Cung Thang	3650 University Ave	Madison	WI	53705	214-400-2086
Bawi Hlei Thang	5709 US-51	McFarland	WI	53558	608-800-4995
Cung Lian	N95W18351 County Line Rd	Menomonee Falls	WI	53051	720-838-9348
Peter Biak Ceu Lian	N77 W14435 Appleton Ave	Menomonee Falls	WI	53051	414-306-2546
Tluang Za Lian	11558 N Port Washington Rd	Mequon	WI	53092	317-983-9384
Bawi Uk Thang	10930 N Port Washington Rd	Mequon	WI	53092	317-383-7893
Siang Cung Thang	6800 Century Ave	Middleton	WI	53562	214-400-2086
Cung Lian	7401 Good Hope Rd	Milwaukee	WI	53051	720-838-9348
Ram Hre Lian	2931 S Chicago Ave	Milwaukee	WI	53172	432-214-9906
Lai Ram Ceu	1123 N Van Buren St	Milwaukee	WI	53202	463-701-8302
Ruthy Lal Nun Par Lian	2201 Miller Park Way W	Milwaukee	WI	53219	432-978-5667
Chai Ong Non	605 E Lyon St	Milwaukee	WI	53202	414-306-4212
Ni Sui	250 W Holt Ave	Milwaukee	WI	53207	414-837-8777
Aung Zaw Shar	1100 E Garfield Ave	Milwaukee	WI	53212	414-241-5668
Tuan Hre Kam	824 N 16th St	Milwaukee	WI	53233	309-428-8419
No Dun	6540 Monona Dr	Monona	WI	53716	317-654-9181
Ram Hre Lian	1202 N Green Bay Rd	Mt Pleasant	WI	53406	432-214-9906
Thla Cung	2820 S Green Bay Rd	Mt Pleasant	WI	53406	414-736-4599
Than Cung	1010 N Rochester St	Mukwonago	WI	53149	414-526-2083
Bawi Hu Lian	574 W17005 Janesville Rd	Muskego	WI	53150	614-809-0547
Lian Boi Thawng	1530 S Commercial St	Neeenah	WI	54956	469-460-0441
Chan Peng Lian	15445 W National Ave	New Berlin	WI	53151	414-458-5689
Thaa Chin	3600 S Moorland Rd	New Berlin	WI	53151	414-484-9885
Ngun Cer Tial Mawi	2320 W Ryan Rd	Oak Creek	WI	53154	414-501-0080
Ngun Cer Tial Mawi	6462 S 27th St	Oak Creek	WI	53154	414-501-0080
Van Bawi Thawng	1300 Pabst Farms Cir	Oconomowoc	WI	53066	414-364-9730
Cung Lian	36903 E Wisconsin Ave	Oconomowoc	WI	53066	317-701-8957
Fei Fei Nang	1940 S Koeller St	Oshkosh	WI	54902	920-216-8140
Fei Fei Nang	1900 Jackson St	Oshkosh	WI	54901	920-216-8140
Bawi Za Uk	1405 Capitol Dr	Pewaukee	WI	53072	414-418-7450

Tuan Cung	2160 Silvernail Rd	Pewaukee	WI	53072	414-458-5346
Thlui Cin	1850 Plover Rd	Plover	WI	54467	309-756-6514
Ram Hre Lian	5111 Douglas Ave	Racine	WI	53402	432-214-9906
Steven Uk	4075 N Oakland Ave	Shorewood	WI	53211	317-987-4124
Van Tha Ceu	4698 S Whitnall Ave	St. Francis	WI	53235	414-336-8363
Thlui Cin	1500 Pinecrest Ave	Stevens Point	WI	54481	309-756-6514
Bawi Hlei Thang	1750 Hwy 51 W	Stoughton	WI	53589	608-800-4995
Za Uk Hmung	2538 Ironwood Dr	Sun Prairie	WI	53590	385-529-8660
Za Uk Hmung	640 E Main St	Sun Prairie	WI	53590	385-529-8660
Tial Fam	N65W24838 Main St	Sussex	WI	53089	414-334-9232
Tuan Cung	405 N Wales Rd	Wales	WI	53183	414-458-5346
Cung Lian	624 S Church St	Watertown	WI	53094	317-701-8957
Iang Chin	220 E Sunset Dr	Waukesha	WI	53186	414-254-2588
Cia Zing	1220 W Sunset Dr	Waukesha	WI	53189	414-793-5373
Ceu Cin Thawng	701 Meadowbrook Rd	Waukesha	WI	53188	414-759-1104
Thaa Chin	8616 W North Ave	Wauwatosa	WI	53226	414-484-9885
Biak Tluang	6950 W State St	Wauwatosa	WI	53213	414-334-0473
Biak Tluang	1717 N Mayfair Rd	Wauwatosa	WI	53226	414-334-0473
Chan Peng Lian	2625 S 108th St	West Allis	WI	53227	414-458-5689
Van Tum Sang	6760 W National Ave	West Allis	WI	53214	432-556-7637
Biak Tin Rem	2518 W Washington St	West Bend	WI	53095	586-453-9289
Biak Tin Rem	1629 S Main St	West Bend	WI	53095	586-453-9289
Bual Cung Nung	280 N 18th Ave	West Bend	WI	53095	414-885-8040
Caw Ni Phun Len Thang	500 E Silver Spring Dr	Whitefish Bay	WI	53217	414-644-7360
Za Rual Lian Thang	2500 Mountaineer Blvd	Charleston	WV	25309	432-425-0878
Phun Mang	1102 N Queen St	Martinsburg	WV	25401	304-702-6836
Lian Pum	400 Enterprise Cir	Martinsburg	WV	25403	304-616-7385
Ei Ei Myint	1212 Lafayette Ave	Moundsville	WV	26041	301-821-1904
Phun Mang	217 Oak Lee Dr	Ranson	WV	25438	304-702-6836
Tha Tin Hnem	100 Saint Thomas Dr	Weirton	WV	26062	303-489-0320
Ei Ei Myint	200 Mt. De Chantal Rd	Wheeling	WV	26003	301-821-1904
Seon Ji Mun	3702 Dell Range Blvd	Cheyenne	WY	82009	213-500-9601

As of November 28, 2021, no franchisee had signed Franchise Agreements but not yet opened their outlets.

JFE - SNOW FOX

LIST OF TERMINATED FRANCHISES

Exhibit H

Terminated Franchisees During 2021

The following franchisees had an outlet terminated, cancelled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement during 2021:

LIST OF TERMINATED FRANCHISES (8)					
CONTACT NAME	CITY	STATE	PHONE NO	DATE OF TERMINATION	CIRCUMSTANCE OF TERMINATION
Pau Khan Kap Mung ²	Apopka	FL	407-683-4010	5/2/2021	Reacquired by JFE
Kyaw Kyaw Nay Lin ¹	Macomb	MI	586-251-8828	4/20/2021	Kiosk Closure
Yang Zhang ²	Albany	OR	360-660-7158	8/11/2021	Reacquired by JFE
Yang Zhang ²	Albany	OR	360-660-7158	8/11/2021	Reacquired by JFE
Wayne Guan ¹	Houston	TX	713-880-4496	1/7/2021	Kiosk Closure
Biak Za Thawng	Lewisville	TX ³	214-687-6327	5/19/2021	Kiosk Closure
Ram Khar Ling ²	Lewisville	TX	469-671-4114	3/29/2021	Reacquired by JFE
Joel K Benedicto ¹	Midvale	UT	518-898-3938	1/9/2021	Kiosk Closure

Note 1 - 4 out of 8 franchisees remained with JFE as a franchisee by operating a different location.

Note 2 - 4 out of 8 outlets were reacquired by JFE.

Note 3 – This franchisee resides in Texas, but his closed outlet was in Pennsylvania

Exhibit H

Franchisees Who Transferred During 2021

The following franchisees transferred their businesses and franchise agreements during 2021 (208)

LIST OF TRANSFER

FRANCHISEE'S INFORMATION						STORE LOCATION	
CONTACT NAME	CITY	STATE	PHONE NO	DATE OF TRANSFER	CURCUMSTANCE OF TERMINATION	CITY	STATE
Wei Chen ¹	Hot Springs	AR	501-701-9925	3/28/2021	Sale to New Franchisee	Hot Springs	AR
Wei Chen ¹	Hot Springs	AR	501-701-9925	3/28/2021	Sale to New Franchisee	Hot Springs	AR
Eric Ngun ²	Little Rock	AR	469-432-7099	10/31/2021	Sale to New Franchisee	Little Rock	AR
Eun Kyung Choi ¹	Glendale	AZ	623-237-1944	4/18/2021	Sale to New Franchisee	Glendale	AZ
Cung Lian Bawi ²	Phoenix	AZ	623-570-4352	9/5/2021	Sale to New Franchisee	Litchfield Park	AZ
Thawng Cem ¹	Phoenix	AZ	972-598-5016	10/3/2021	Sale to New Franchisee	Peoria	AZ
Paul Mang Bawi ²	Phoenix	AZ	602-796-6406	2/21/2021	Sale to New Franchisee	Phoenix	AZ
Eui Han Kang ¹	Prescott Valley	AZ	702-830-1237	6/27/2021	Sale to New Franchisee	Prescott	AZ
Sin Thang Ca Rai ¹	Phoenix	AZ	623-999-6814	5/16/2021	Sale to New Franchisee	San Tan Valley	AZ
Paul Mang Bawi ²	Phoenix	AZ	602-796-6406	8/29/2021	Sale to New Franchisee	Scottsdale	AZ
Yunha Brock ¹	Sierra Vista	AZ	520-236-8244	10/31/2021	Sale to New Franchisee	Sierra Vista	AZ
Yoon Kyoung Choi ¹	Tucson	AZ	520-873-8885	5/16/2021	Sale to New Franchisee	Tucson	AZ
Thang Ci ¹	Lewisville	TX	469-358-7566	12/29/2020	Sale to New Franchisee	Clovis	CA
Kyungsun Hong ¹	La Mirada	CA	714-793-7878	5/15/2021	Sale to New Franchisee	Fullerton	CA
Dan W Lee ¹	La Mirada	CA	949-774-5258	8/21/2021	Sale to New Franchisee	San Bernardino	CA
Khin Pyone Wai ¹	Rosemead	CA	626-922-8609	12/22/2020	Sale to New Franchisee	Visalia	CA
Cung Lian ²	Centennial	CO	720-416-7162	3/2/2021	Sale to New Franchisee	Aurora	CO
Elis Do Lian Zam ²	Aurora	CO	806-418-0279	12/27/2020	Sale to New Franchisee	Aurora	CO
Venus Tawk Hlei Par ¹	Glenwood Springs	CO	318-470-1727	8/1/2021	Sale to New Franchisee	Carbondale	CO
Sui Hal ¹	Aurora	CO	720-621-2494	3/5/2021	Sale to New Franchisee	Castle Pines	CO
Ram Hoi Sang ¹	Monument	CO	214-682-1611	9/5/2021	Sale to New Franchisee	Castle Rock	CO
Htang Ling ¹	Denver	CO	720-343-9304	9/26/2021	Sale to New Franchisee	Centennial	CO
Dawt Hnin Thang ¹	Denver	CO	317-315-0185	1/17/2021	Sale to New Franchisee	Colorado Springs	CO
Van Nun Peng ¹	Colorado Sprngs	CO	719-308-8579	10/17/2021	Sale to New Franchisee	Colorado Springs	CO
Joung Woo Kim ¹	Denver	CO	303-434-1437	10/3/2021	Sale to New Franchisee	Conifer	CO
Dhamma Sagong Tine ¹	Aurora	CO	720-412-3697	9/5/2021	Sale to New Franchisee	Denver	CO
Thawng Tling Thang ²	Glenwood Springs	CO	432-235-8186	5/2/2021	Sale to New Franchisee	El Jebel	CO
Heaven Thang Lung ¹	Grand Junction	CO	970-589-5461	5/11/2021	Sale to New Franchisee	Grand Junction	CO
Lal Nun Thara ²	Clifton	CO	317-414-8290	2/21/2021	Sale to New Franchisee	Grand Junction	CO
Ni lang ²	Gunnison	CO	432-260-0838	10/3/2021	Sale to New Franchisee	Gunnison	CO
Dawt Hnin Thang ¹	Parker	CO	214-407-4124	9/12/2021	Sale to New Franchisee	Parker	CO
Khupcin Hau ²	Vero Beach	FL	918-813-8900	7/31/2021	Sale to New Franchisee	Daytona Beach	FL
Kio Cin Thang ¹	Clearwater	FL	817-888-4653	2/20/2021	Sale to New Franchisee	Daytona Beach	FL
Ning Khan Vung ¹	Jacksonville	FL	904-713-1789	6/19/2021	Sale to New Franchisee	Jacksonville	FL

Zam Go Thang ¹	Jacksonville	FL	904-728-6017	6/5/2021	Sale to New Franchisee	Jacksonville	FL
Peter Saw ¹	Jacksonville	FL	904-662-8761	4/17/2021	Sale to New Franchisee	Melbourne	FL
Kyung Sik Shim ¹	Orlando	FL	321-202-8398	9/11/2021	Sale to New Franchisee	Orlando	FL
Khai Za Hmung ¹	Brandon	FL	619-277-8024	5/1/2021	Sale to New Franchisee	Riverview	FL
Ci Lian ¹	Sarasota	FL	813-701-4308	8/7/2021	Sale to New Franchisee	Sarasota	FL
Sem Sui Mang ¹	Melbourne	FL	405-410-4802	8/14/2021	Sale to New Franchisee	St. Petersburg	FL
Sang Bil ¹	St Joseph	MO	816-749-3647	5/22/2021	Sale to New Franchisee	Northlake	IL
Uk Cung Lian ¹	Indianapolis	IN	317-652-9679	11/20/2021	Sale to New Franchisee	Columbus	IN
Ceu Cung Bik ¹	Indianapolis	IN	317-665-3851	11/13/2021	Sale to New Franchisee	Indianapolis	IN
Peng Hnin Thang ¹	Indianapolis	IN	469-957-7534	5/15/2021	Sale to New Franchisee	Mishawaka	IN
Sui Thang ¹	Crescent Springs	KY	614-815-3729	11/28/2021	Sale to New Franchisee	Walton	KY
Cung Lian Ceu ¹	Ann Arbor	MI	734-680-2406	12/20/2020	Sale to New Franchisee	Ann Arbor	MI
Cung Lian Ceu ¹	Ann Arbor	MI	734-680-2406	12/27/2020	Sale to New Franchisee	Ann Arbor	MI
Lal Hngak ¹	Ann Arbor	MI	317-494-2000	10/10/2021	Sale to New Franchisee	Ann Arbor	MI
Nun Neih Cung ¹	Farmington Hills	MI	214-701-8046	11/14/2021	Sale to New Franchisee	Birmingham	MI
Htun Kyaw Soe ¹	Trenton	MI	910-616-4865	8/22/2021	Sale to New Franchisee	Brownstown	MI
Htun Kyaw Soe ¹	Trenton	MI	910-616-4865	8/22/2021	Sale to New Franchisee	Brownstown Township	MI
Ngun Tha Hnem ¹	Killeen	TX	806-502-0908	1/10/2021	Sale to New Franchisee	Canton	MI
No Dun ²	Canton	MI	317-654-9181	8/22/2021	Sale to New Franchisee	Canton	MI
Ca Nawl ²	Clarkston	MI	214-545-4033	4/4/2021	Sale to New Franchisee	Clarkston	MI
Anita Thawng ²	Holly	MI	517-582-6808	3/28/2021	Sale to New Franchisee	Commerce Township	MI
Lal Tawng ¹	Indianapolis	IN	248-979-1674	12/27/2020	Sale to New Franchisee	Commerce Township	MI
Sang Cung Lian ¹	Lynnwood	WA	651-500-3179	2/14/2021	Sale to New Franchisee	Dearborn	MI
Jin Kyung In ²	Rochester Hills	MI	614-301-0467	11/21/2021	Sale to New Franchisee	Flushing	MI
Lai Za Thang ¹	Flint	MI	319-601-0278	7/18/2021	Sale to New Franchisee	Flushing	MI
Tluang Za Lian ²	Harper Woods	MI	317-983-9384	8/22/2021	Sale to New Franchisee	Grosse Pointe Park	MI
Tha Hmung Lian ²	Springfield	MO	602-376-7367	4/18/2021	Sale to New Franchisee	Harrison Township	MI
Biak Awi Thang ²	New Hudson	MI	517-505-5364	6/27/2021	Sale to New Franchisee	Holt	MI
Zing T Sung ¹	Indianapolis	IN	586-217-0563	1/10/2021	Sale to New Franchisee	Holt	MI
Ngun Cen Hnim ¹	Lansing	MI	517-977-3523	3/7/2021	Sale to New Franchisee	Lansing	MI
Bawi Tha Peng ¹	Southgate	MI	734-833-5166	8/22/2021	Sale to New Franchisee	Lincoln Park	MI
Jason Quinague Tago ¹	Holly	MI	248-842-7409	2/14/2021	Sale to New Franchisee	Livonia	MI
Bawi Dim Sung ²	Rochester Hills	MI	972-370-8809	10/31/2021	Sale to New Franchisee	Macomb	MI
Biak Tin Rem ²	Amarillo	TX	586-453-9289	3/14/2021	Sale to New Franchisee	New Baltimore	MI
Ceu Tum ²	Northville	MI	806-421-8582	5/30/2021	Sale to New Franchisee	Northville	MI
Dawt Chin Sung ¹	Southfield	MI	317-918-9895	3/28/2021	Sale to New Franchisee	Novi	MI
Sui Lian Thang ²	Clarkston	MI	214-545-4033	3/14/2021	Sale to New Franchisee	Orion	MI
Chang Young Kwon ²	Draper	UT	435-418-0105	2/28/2021	Sale to New Franchisee	Pinckney	MI
Ngun Tha Hnem ¹	Killeen	TX	806-502-0908	3/28/2021	Sale to New Franchisee	Plymouth	MI
Ngun Bawi Thawng ²	Richmond	MI	214-459-7901	10/31/2021	Sale to New Franchisee	Richmond	MI
Thong Za Lian ¹	Richmond	MI	214-991-6406	7/4/2021	Sale to New Franchisee	Richmond	MI
Eunju Jeong ¹	Rochester	MI	979-492-5890	4/18/2021	Sale to New Franchisee	Royal Oak	MI

Cung Uk ¹	Washington	MI	214-259-6912	2/28/2021	Sale to New Franchisee	Shelby Charter Township	MI
Tha Bik Ceu ²	Troy	MI	903-814-1509	10/31/2021	Sale to New Franchisee	Shelby Charter Township	MI
Zo Sang Liana ¹	Southfield	MI	515-525-6478	5/16/2021	Sale to New Franchisee	Shelby Twp	MI
Dawt Chin Sung ¹	Southfield	MI	317-918-9895	3/28/2021	Sale to New Franchisee	South Lyon	MI
Van Lian Chawn ²	Southfield	MI	317-918-9895	5/16/2021	Sale to New Franchisee	Southfield	MI
Lai Za Thang ¹	Flint	MI	319-601-0278	7/18/2021	Sale to New Franchisee	Swartz Creek	MI
Tha Bik Ceu ²	Troy	MI	903-814-1509	10/31/2021	Sale to New Franchisee	Troy	MI
Nishan Barua ²	Eastpointe	MI	347-257-1847	7/4/2021	Sale to New Franchisee	Village of Clarkston	MI
Biak Lian Thawng ²	Ypsilanti	MI	313-624-7799	6/27/2021	Sale to New Franchisee	Warren	MI
Sut Mung Pi ¹	Grand Rapids	MI	616-309-4551	5/16/2021	Sale to New Franchisee	Warren	MI
Zo Sang Liana ¹	Southfield	MI	515-525-6478	5/16/2021	Sale to New Franchisee	Washington	MI
Sang Peng ¹	West Bloomfield Twp	MI	614-360-6941	3/7/2021	Sale to New Franchisee	West Bloomfield Twp	MI
Cung Lian Ceu ¹	Ann Arbor	MI	734-680-2406	12/27/2020	Sale to New Franchisee	Ypsilanti	MI
Esther Tha Tin Par ¹	Ypsilanti	MI	303-587-8650	3/14/2021	Sale to New Franchisee	Ypsilanti	MI
Zai Rem Sung ¹	Ann Arbor	MI	317-446-6330	10/10/2021	Sale to New Franchisee	Ypsilanti	MI
Za Len Thang ¹	Ridgeland	MS	317-749-9654	11/20/2021	Sale to New Franchisee	Madison	MS
Van Khua Thang ²	Fargo	ND	309-430-8166	6/27/2021	Sale to New Franchisee	Fargo	ND
Van Khua Thang ²	Fargo	ND	309-430-8166	6/27/2021	Sale to New Franchisee	Fargo	ND
Hwa Lee Suk ²	Las Vegas	NV	725-777-8094	5/18/2021	Sale to New Franchisee	Las Vegas	NV
Jenit Alexander ¹	Las Vegas	NV	702-885-5520	9/5/2021	Sale to New Franchisee	Las Vegas	NV
Key Kim ¹	Las Vegas	NV	949-899-3137	10/9/2021	Sale to New Franchisee	Las Vegas	NV
Mang Al ¹	Indianapolis	IN	970-231-5726	10/10/2021	Sale to New Franchisee	Blanchester	OH
Bawi Thang ²	Villa Hills	KY	859-866-5960	3/14/2021	Sale to New Franchisee	Cincinnati	OH
Mi Thin Yee ¹	Amelia	OH	843-406-5642	5/9/2021	Sale to New Franchisee	Cincinnati	OH
Rose Sui Veeng ²	Crescent Springs	KY	859-878-3486	10/10/2021	Sale to New Franchisee	Cincinnati	OH
Rosie Hlawnpip Thang ¹	Villa Hills	KY	513-316-5523	6/27/2021	Sale to New Franchisee	Cincinnati	OH
San San ¹	Fairfield	OH	614-603-7598	7/18/2021	Sale to New Franchisee	Cincinnati	OH
Cing Sian Muang ¹	Columbus	OH	405-947-9840	4/18/2021	Sale to New Franchisee	Columbus	OH
Dawt Len Sui ¹	Galloway	OH	614-931-1492	9/19/2021	Sale to New Franchisee	Columbus	OH
Ji Young Ma ²	Westerville	OH	614-205-5217	10/31/2021	Sale to New Franchisee	Columbus	OH
Lam Pu ¹	Galloway	OH	614-597-3615	12/13/2020	Sale to New Franchisee	Columbus	OH
Romal Peng Cung Lian ²	Galloway	OH	614-695-1446	2/28/2021	Sale to New Franchisee	Columbus	OH
Sang-Hoon Michael Yun ¹	Columbus	OH	213-700-5389	1/3/2021	Sale to New Franchisee	Columbus	OH
San San ¹	Fairfield	OH	614-603-7598	7/18/2021	Sale to New Franchisee	Fairfield	OH
Du Young Kim ¹	Columbus	OH	508-542-5439	5/23/2021	Sale to New Franchisee	Grove City	OH
Lal Thawng ²	Columbus	OH	614-806-0165	9/19/2021	Sale to New Franchisee	Groveport	OH
Lian Boi Thawng ²	Sunbury	OH	469-460-0441	4/18/2021	Sale to New Franchisee	Johnstown	OH
Ranh Win ²	Greenwood	OH	304-814-6009	2/14/2021	Sale to New Franchisee	Liberty Township	OH
Van Biak Thang ¹	Columbus	OH	614-619-4902	11/14/2021	Sale to New Franchisee	Maumee	OH
Thawn Mawi ¹	Dayton	OH	304-490-9668	6/6/2021	Sale to New Franchisee	Miamisburg	OH
Zahup Khuplian ²	Villa Hills	KY	859-916-9194	6/13/2021	Sale to New Franchisee	Monroe	OH
Ranh Win ²	Greenwood	OH	304-814-6009	9/12/2021	Sale to New Franchisee	Moraine	OH

Sui Cung ¹	Galloway	OH	614-817-4604	9/5/2021	Sale to New Franchisee	Mt. Vernon	OH
Za Ceu Thang ²	Perrysburg	OH	859-206-4979	2/28/2021	Sale to New Franchisee	Oregon	OH
Bawi Cung Lian ²	Perrysburg	OH	859-630-7300	3/5/2021	Sale to New Franchisee	Perrysburg	OH
Ral Za Thang ¹	Galloway	OH	614-816-5777	8/29/2021	Sale to New Franchisee	Pickerington	OH
Ni Ceu ²	Troy	OH	571-765-0425	6/20/2021	Sale to New Franchisee	Piqua	OH
Van Bawi Thawng ¹	Holly	MI	616-633-8799	3/27/2021	Sale to New Franchisee	Sheffield Village	OH
Cung Lian ²	Springfield	OH	720-838-9348	8/22/2021	Sale to New Franchisee	Springfield	OH
Cung Lian ²	Springfield	OH	720-838-9348	8/22/2021	Sale to New Franchisee	Springfield	OH
Cung Lian ²	Springfield	OH	720-838-9348	8/22/2021	Sale to New Franchisee	Springfield	OH
Byoung Gil Jo ¹	Holland	OH	419-699-7487	10/3/2021	Sale to New Franchisee	Toledo	OH
Hre Awi ²	Urbana	OH	469-647-2256	3/7/2021	Sale to New Franchisee	Urbana	OH
Bockmee H Burton ¹	Whitehouse	OH	567-454-7337	10/31/2021	Sale to New Franchisee	Waterville	OH
Mang Al ¹	Indianapolis	IN	970-231-5726	10/10/2021	Sale to New Franchisee	Wilmington	OH
Van Tha Cung ²	Moore City	OK	469-647-0669	6/8/2021	Sale to New Franchisee	Moore	OK
Adam Pan ¹	Bend	OR	917-828-3339	10/5/2021	Sale to New Franchisee	Bend	OR
Flowrene Hlawn lang Sung ¹	Brookings	OR	970-296-0487	8/8/2021	Sale to New Franchisee	Brookings	OR
Bawi Hmun Thawng ¹	Edmonds	WA	503-332-1697	2/21/2021	Sale to New Franchisee	Cornelius	OR
Bawi Za Thang ¹	Forest Grove	OR	417-755-2990	6/27/2021	Sale to New Franchisee	Cornelius	OR
Adam Pan ¹	Eugene	OR	917-828-3339	1/12/2021	Sale to New Franchisee	Eugene	OR
Bu Up You ¹	Gresham	OR	614-441-6406	8/29/2021	Sale to New Franchisee	Happy Valley	OR
Adam Pan ¹	Eugene	OR	917-828-3339	1/12/2021	Sale to New Franchisee	Springfield	OR
Ram Lian Hmung ²	Indianapolis	IN	317-993-2797	8/8/2021	Sale to New Franchisee	Allentown	PA
Mang Al ¹	Indianapolis	IN	970-231-5726	1/10/2021	Sale to New Franchisee	Conshohocken	PA
Mang Lian Thang ¹	York	PA	432-238-9446	9/12/2021	Sale to New Franchisee	Dingmans Ferry	PA
Hniang Mang ¹	St Joseph	MO	816-596-0284	4/4/2021	Sale to New Franchisee	East Berlin	PA
Ram Lian Hmung ²	Indianapolis	IN	317-993-2797	8/8/2021	Sale to New Franchisee	Fogelsville	PA
Hniang Mang ¹	York	PA	816-596-0284	9/12/2021	Sale to New Franchisee	Gap	PA
Hu Bik Mang ¹	Hanover	PA	479-431-1069	6/29/2021	Sale to New Franchisee	Hanover	PA
Hu Bik Mang ¹	Hanover	PA	479-431-1069	6/29/2021	Sale to New Franchisee	Hanover	PA
Cung Er ²	York	PA	936-235-0938	3/28/2021	Sale to New Franchisee	Hummelstown	PA
Cung Nawl Thawng ²	Harrisburg	PA	223-237-0329	10/31/2021	Sale to New Franchisee	Hummelstown	PA
Mang Al ¹	Indianapolis	IN	970-231-5726	1/10/2021	Sale to New Franchisee	Huntingdon Valley	PA
Mang Tin Sang ¹	Philadelphia	PA	484-560-4493	1/10/2021	Sale to New Franchisee	Lansdale	PA
Cung Er ²	York	PA	936-235-0938	3/28/2021	Sale to New Franchisee	Lebanon	PA
Mang Al ¹	Indianapolis	IN	970-231-5726	1/10/2021	Sale to New Franchisee	Norristown	PA
Cung Er ²	York	PA	936-235-0938	3/28/2021	Sale to New Franchisee	Palmyra	PA
Thae Thae Htwe ²	Leesport	PA	978-394-3078	10/3/2021	Sale to New Franchisee	Pennsburg	PA
Hniang Mang ¹	St Joseph	MO	816-596-0284	4/4/2021	Sale to New Franchisee	York	PA
Samuel Bawiza Lian ¹	Cordova	TN	319-529-7357	11/7/2021	Sale to New Franchisee	Cordova	TN
Cung Uk Thang ¹	Richardson	TX	214-892-9894	8/15/2021	Sale to New Franchisee	Allen	TX
Seung Chan Oh ¹	Allen	TX	213-322-9476	6/27/2021	Sale to New Franchisee	Allen	TX
Tae Hyun Jeong ¹	Lantana	TX	832-330-0213	10/31/2021	Sale to New Franchisee	Bartonville	TX

Sang Hu Lian ²	Lake Charles	LA	469-260-7585	10/19/2021	Sale to New Franchisee	Carrollton	TX
Naw Mi Thak Pawl ¹	Houston	TX	346-276-7053	10/3/2021	Sale to New Franchisee	College Station	TX
Houjun Jeon ²	Spring	TX	832-274-3985	5/16/2021	Sale to New Franchisee	Conroe	TX
Ni Ni ²	Dallas	TX	602-578-9727	10/10/2021	Sale to New Franchisee	Dallas	TX
Tial Chum Ling ¹	Richardson	TX	469-835-4311	2/27/2021	Sale to New Franchisee	Dallas	TX
Alice Sunghee Jung ¹	Flower Mound	TX	214-574-8244	5/23/2021	Sale to New Franchisee	Flower Mound	TX
Biak Hu Thang ²	Lewisville	TX	469-684-1154	2/7/2021	Sale to New Franchisee	Flower Mound	TX
Sang Hu Lian ²	Houston	TX	469-260-7585	2/13/2021	Sale to New Franchisee	Friendswood	TX
Jing Chen ²	Pearland	TX	718-866-5679	4/25/2021	Sale to New Franchisee	Houston	TX
Sang Hu Lian ²	Houston	TX	469-260-7585	2/27/2021	Sale to New Franchisee	Houston	TX
Hyou Jun Yoo ¹	Richmond	TX	832-283-1106	8/29/2021	Sale to New Franchisee	Katy	TX
Yanwei Yang ¹	Houston	TX	832-985-5712	8/21/2021	Sale to New Franchisee	La Marque	TX
Ching Hoi Cheung ¹	Houston	TX	626-329-1751	10/31/2021	Sale to New Franchisee	League City	TX
Hniang Khun Sung ¹	Longview	TX	214-649-0752	7/4/2021	Sale to New Franchisee	Marshall	TX
Dong Hwan Kim ¹	Coppell	TX	646-438-1313	9/19/2021	Sale to New Franchisee	Plano	TX
Su Il Kim ¹	Rockwall	TX	214-718-0829	5/23/2021	Sale to New Franchisee	Plano	TX
Bawi Uk Lian ²	Austin	TX	515-350-6518	9/11/2021	Sale to New Franchisee	Round Rock	TX
Peter Sui Carter ²	Fort Walton Beach	FL	850-737-1070	9/25/2021	Sale to New Franchisee	San Antonio	TX
Tluang Cin Thang ²	San Antonio	TX	210-965-0156	8/14/2021	Sale to New Franchisee	San Antonio	TX
Tluang Cin Thang ²	San Antonio	TX	210-965-0156	8/14/2021	Sale to New Franchisee	San Antonio	TX
Yu Li ¹	Katy	TX	813-466-2507	1/17/2021	Sale to New Franchisee	Sugar Land	TX
Nan Yu ¹	Cypress	TX	713-550-2283	1/31/2021	Sale to New Franchisee	Tomball	TX
Tina Young Hwang ¹	Houston	TX	281-777-5038	8/29/2021	Sale to New Franchisee	Tomball	TX
Sang Cung ¹	Dallas	TX	214-235-9765	6/26/2021	Sale to New Franchisee	Westworth Village	TX
Ah Naing ¹	West Valley	UT	385-299-0480	9/11/2021	Sale to New Franchisee	Layton	UT
Hla Soe ¹	Charlottesville	VA	434-960-9786	5/23/2021	Sale to New Franchisee	Charlottesville	VA
Hla Soe ¹	Charlottesville	VA	434-960-9786	5/23/2021	Sale to New Franchisee	Charlottesville	VA
Tial Hnin Thang ²	Forest	VA	240-440-0272	3/14/2021	Sale to New Franchisee	Forest	VA
Mi Kyung Lee ¹	Midlothian	VA	757-645-6623	6/27/2021	Sale to New Franchisee	North Chesterfield	VA
Mi Kyung Lee ¹	Midlothian	VA	757-645-6623	6/27/2021	Sale to New Franchisee	North Chesterfield	VA
Alen Guang Li ²	Mechanicsville	VA	215-500-3468	11/21/2021	Sale to New Franchisee	Richmond	VA
James Lim ¹	Henrico	VA	336-954-7964	9/19/2021	Sale to New Franchisee	Richmond	VA
Moon Kwon Song ¹	Glen Allen	VA	201-281-8366	7/18/2021	Sale to New Franchisee	Richmond	VA
Son Cha Lee ¹	Salem	VA	540-206-9859	6/27/2021	Sale to New Franchisee	Roanoke	VA
Son Cha Lee ¹	Salem	VA	540-206-9859	6/27/2021	Sale to New Franchisee	Salem	VA
Son Cha Lee ¹	Salem	VA	540-206-9859	6/27/2021	Sale to New Franchisee	Salem	VA
Son Cha Lee ¹	Salem	VA	540-206-9859	6/27/2021	Sale to New Franchisee	Salem	VA
Naing Gyi David ²	Lexington	VA	540-682-6702	7/11/2021	Sale to New Franchisee	Staunton	VA
Awng Mai Nhkum ¹	Newport News	VA	757-217-6028	8/15/2021	Sale to New Franchisee	Suffolk	VA
Sang Biak ²	Newport News	VA	804-928-7057	6/6/2021	Sale to New Franchisee	Virginia Beach	VA
Bawi Hmun Thawng ¹	Edmonds	WA	503-332-1697	8/1/2021	Sale to New Franchisee	Lynnwood	WA
Htoi San Lagang ¹	Kent	WA	425-877-7965	11/14/2021	Sale to New Franchisee	Seattle	WA

Sang Cung Lian ¹	Lynnwood	WA	651-500-3179	10/31/2021	Sale to New Franchisee	Seattle	WA
Suiza Tial Lian ²	Covington	WA	206-992-4753	2/28/2021	Sale to New Franchisee	Seattle	WA
John Bik Thang ²	Kent	WA	206-201-4506	1/17/2021	Sale to New Franchisee	Shoreline	WA
Lian Pum ²	Martinsburg	WV	304-616-7385	7/11/2021	Sale to New Franchisee	Martinsburg	WV
Lian Pum ²	Martinsburg	WV	304-616-7385	7/11/2021	Sale to New Franchisee	Ranson	WV
Thla Kio ²	Columbus	OH	419-934-2243	5/23/2021	Sale to New Franchisee	Weirton	WV

Note 1 - For 133 out of 208 outlets, franchisees are no longer with JFE after transferred to new franchisees by sale.

Note 2 - For 75 out of 208 outlets, franchisees remained with JFE as a franchisee by operating a different location.

JFE - SNOW FOX

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit I are our audited financial statements as of November 28, 2021, November 29, 2020, and December 31, 2019. Our fiscal year in 2020 changed from December 31 to the last Sunday in November.

EXHIBIT I

JFE Franchising, Inc.

Financial Statements

**Year Ended November 28, 2021 and period from
January 1, 2020 to November 29, 2020**

JFE Franchising, Inc.
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November 28, 2021 and November 29, 2020

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Report of Independent Auditors

To the Management of JFE Franchising, Inc.

We have audited the accompanying financial statements of JFE Franchising, Inc., which comprise the balance sheets as of November 28, 2021 and November 29, 2020, and the related statements of income, of stockholders' equity and of cash flows for the year ended November 28, 2021 and the period from January 1, 2020 to November 29, 2020.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of JFE Franchising, Inc. as of November 28, 2021 and November 29, 2020, and the results of its operations and its cash flows for the year ended November 28, 2021 and the period from January 1, 2020 to November 29, 2020 in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

March 4, 2022

JFE Franchising, Inc.
Balance Sheets
November 28, 2021 and November 29, 2020

	November 28, 2021	November 29, 2020
Assets		
Current assets		
Cash and cash equivalents	\$ 11,949,553	\$ 8,879,047
Accounts receivable	2,800,351	2,008,396
Due from affiliates	4,048,783	3,658,615
Supplies inventory	651,231	398,454
Prepaid expenses and other current assets	335,358	291,578
Loan receivable from affiliates	30,520,797	4,039,167
Total current assets	<u>50,306,073</u>	<u>19,275,257</u>
Property and equipment, net	1,872,875	1,670,604
Total assets	<u>\$ 52,178,948</u>	<u>\$ 20,945,861</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 874,483	\$ 1,241,666
Due to franchisees	14,228,002	7,791,441
Due to affiliates	2,545,406	463,055
Current portion of deferred revenue	1,391,639	807,728
Employee benefit profit sharing	917,378	387,378
Income taxes payable	5,340,696	3,407,722
Other current liabilities	840,486	362,694
Total current liabilities	<u>26,138,090</u>	<u>14,461,684</u>
Deferred revenue, net of current portion	1,458,455	618,672
Deferred tax liability	208,825	127,342
Ice panel security deposits	335,400	72,750
Label machine deposits	1,161,000	1,180,500
Total liabilities	<u>29,301,770</u>	<u>16,460,948</u>
Commitments and contingencies (Note 8)		
Stockholders' equity		
Common stock, no par value, 1,000,000 shares authorized, 300,000 shares issued and outstanding	300,000	300,000
Retained earnings	22,577,178	4,184,913
Total stockholders' equity	<u>22,877,178</u>	<u>4,484,913</u>
Total liabilities and stockholders' equity	<u>\$ 52,178,948</u>	<u>\$ 20,945,861</u>

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

JFE Franchising, Inc.
Statements of Income
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

	Twelve Months Ended November 28, 2021	Eleven Months Ended November 29, 2020
Revenue		
Franchise fees	\$ 1,634,055	\$ 1,377,922
Royalty revenues	33,620,298	21,253,992
Other revenues	<u>8,315,330</u>	<u>5,385,713</u>
Total revenue	43,569,683	28,017,627
Cost of goods sold	<u>2,116,736</u>	<u>1,310,722</u>
Gross profit	<u>41,452,947</u>	<u>26,706,905</u>
Other operating costs and expenses		
Franchise expenses	6,151,361	4,370,139
Sales and marketing expenses	350,914	120,991
General and administrative expenses	5,312,034	3,504,384
Depreciation expense	<u>513,815</u>	<u>446,981</u>
Total operating costs and expenses	<u>12,328,124</u>	<u>8,442,495</u>
Income from operations	<u>29,124,823</u>	<u>18,264,410</u>
Other income (expenses), net		
Interest income	233,579	66,383
Other income	119,370	104,505
Other expenses	<u>(157,459)</u>	<u>(38,609)</u>
Total other income, net	<u>195,490</u>	<u>132,279</u>
Income before income tax expense	29,320,313	18,396,689
Income tax expense	<u>7,278,048</u>	<u>4,252,172</u>
Net income	<u>\$ 22,042,265</u>	<u>\$ 14,144,517</u>

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

JFE Franchising, Inc.
Statements of Stockholders' Equity
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

	Common Stock		Retained Earnings	Total Stockholders' Equity
	Shares	Amount		
Balances, December 31, 2019	300,000	\$ 300,000	\$ 4,270,396	\$ 4,570,396
Distributions to stockholders			(14,230,000)	(14,230,000)
Net income			14,144,517	14,144,517
Balances, November 29, 2020	300,000	300,000	4,184,913	4,484,913
Distributions to stockholders			(3,650,000)	(3,650,000)
Net income			22,042,265	22,042,265
Balances, November 28, 2021	300,000	\$ 300,000	\$ 22,577,178	\$ 22,877,178

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

JFE Franchising, Inc.
Statements of Cash Flows
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

	Twelve Months Ended November 28, 2021	Eleven Months Ended November 29, 2020
Cash flows from operating activities		
Net income	\$ 22,042,265	\$ 14,144,517
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	513,815	446,981
Net loss (gain) on sale of property and equipment	(21,402)	(16,297)
Inventory provision	488,956	368,534
Deferred taxes	81,483	65,049
Interest income	(233,579)	(39,167)
Changes in operating assets and liabilities		
Accounts receivable	(791,955)	(661,311)
Due from affiliates	(390,168)	(53,093)
Supplies inventory	(741,733)	(463,285)
Prepaid expenses and other current assets	(43,780)	(51,487)
Other assets	-	-
Accounts payable	(367,183)	745,669
Due to affiliates	2,082,351	428,281
Due to franchisees	6,436,561	(756,798)
Deferred revenue	1,423,694	(411,172)
Other current liabilities	477,792	117,618
Income taxes payable	1,932,974	1,447,319
Ice panel machine deposits	262,649	8,950
Label machine deposits	(19,500)	86,650
Employee benefit profit sharing	530,000	34,515
Net cash provided by operating activities	<u>33,663,240</u>	<u>15,441,473</u>
Cash flows from investing activities		
Loan receivable from affiliates	(26,248,051)	(4,000,000)
Purchases of property and equipment	(802,996)	(222,421)
Proceeds from sale of property and equipment	108,313	38,589
Net cash used in investing activities	<u>(26,942,734)</u>	<u>(4,183,832)</u>
Cash flows from financing activities		
Distributions to stockholder	(3,650,000)	(14,230,000)
Net cash used in financing activities	<u>(3,650,000)</u>	<u>(14,230,000)</u>
Net increase in cash and cash equivalents	3,070,506	(2,972,359)
Beginning of year cash and cash equivalents	8,879,047	11,851,406
End of year cash and cash equivalents	<u>\$ 11,949,553</u>	<u>\$ 8,879,047</u>
Supplemental cash flows disclosures		
Income taxes paid	\$ 3,824,796	\$ 2,307,850
Noncash investing and financing activity		
Accrued interest income	\$ 233,579	\$ 39,167

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

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

1. Organization and Nature of Business

JFE Franchising, Inc. (the “Company”), incorporated in the State of Texas on August 21, 2013, is primarily engaged in franchise operations to authorize and manage franchises sold by the Company. The franchisees are granted the right to operate sushi bars under the brand name “SNOWFOX” and “SUSHI BOX” as separate departments in supermarkets.

Until June 28, 2019, JFE Franchising, Inc. was owned by JimKim Holdings, Inc. On June 28, 2019, SnowFox US Holdco, Inc. (“SnowFox US Holdco”) acquired 100 percent of the issued and outstanding shares in JFE Franchising, Inc. from JimKim Holdings, Inc. (the “Acquisition”). Subsequent to this acquisition, JFE Franchising, Inc. is a wholly owned subsidiary of SnowFox US Holdco, which is ultimately majority-owned by Mayfair Equity Partners. JFE Franchising, Inc. elected not to apply pushdown accounting in its separate financial statements.

The Company primarily generates revenues from the sales of new franchise agreements and ongoing royalty fees earned under JFE franchise agreements. The Company develops and operates a nationwide system of restaurants which prepare, package and sell a menu of competitively priced food items. On occasion, the Company will open up a location and operate it until a franchisee is approved by the related supermarket. However, the Company’s ownership is temporary and only for a few months. The Company-owned stores at November 28, 2021 and November 29, 2020, consist of the following:

	Number of Stores	
	November 28, 2021	November 29, 2020
Stores at beginning of period	2	63
Stores opened	5	14
Stores opened by the Company and transferred to Franchisees	(11)	(74)
Stores operated by Franchisees and transferred to the Company	5	8
Stores closed	-	(9)
Stores at end of period	1	2

During the year ended November 28, 2021 and the eleven-month period ended November 29, 2020, the revenue generated from the Company-owned stores was \$144,515 and \$714,939, which is included in royalty revenues in the accompanying statement of income, while the related costs were \$169,259 and \$545,131, which are included in cost of goods sold in the accompanying statements of income, respectively. As of November 28, 2021, the Company has 1,163 franchise locations in operation, which are located in states of Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Illinois, Indiana, Louisiana, Michigan, Minnesota, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, and Wyoming.

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

The Company typically grants a franchisee the right to open one or more express sushi restaurants inside of grocery stores. Under the franchise agreement, a franchisee is required to pay a nonrefundable franchise fee, which could range from \$1,000 to \$100,000 depending on the factors such as store location and demographic data, store quality and amenities, in-store location, and type of sushi bar structure. Thereafter, the franchisee pays royalties between 5% to 20% of its gross sales to the Company for use of the “SNOWFOX” name, menus, processes, and procedures. Franchise agreements generally have an initial term of three years and a franchisee will have the right to extend the term of the agreement for another three years.

The total number of open stores including franchise and direct stores at November 28, 2021 and November 29, 2020 consist of the following:

	Number of Stores	
	November 28, 2021	November 29, 2020
Stores at beginning of period	879	867
Stores opened	288	41
Stores closed	(4)	(29)
Stores at end of period	1,163	879

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company’s financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition as of November 28, 2021 and November 29, 2020.

In 2020, we changed our fiscal year end from a calendar year basis to a fiscal year ending on the last Sunday of November. Our 2020 fiscal year consisted of the eleven-month transition period beginning January 1, 2020 through November 29, 2020.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Significant items subject to such estimates and assumptions include the allowances for doubtful accounts, the valuation of inventories, and the useful lives of property and equipment. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on deposit with banks and, at times, may exceed federally insured limits. The Company considers highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

Accounts Receivable

Accounts receivable at November 28, 2021 and November 29, 2020 primarily consist of the amounts due from franchisees for royalties. The amounts due are stated at their net estimated realizable value. The Company maintains an allowance for doubtful accounts to provide for the estimated amount of receivables that will not be collected. Allowance for doubtful accounts, if needed, is computed under the allowance method, based upon historical experience and management's estimates of uncollectible accounts. Ongoing credit evaluations of customers' financial conditions are performed, and collateral is generally not required. The Company believes accounts receivable as of November 28, 2021 and November 29, 2020 are fully collectible, and, therefore, no allowance for doubtful accounts has been provided.

Supplies Inventory

Supplies inventory is stated at the lower of cost or net realizable value, cost being determined using the first-in, first-out (FIFO) method. Appropriate consideration is given to obsolescence, slow moving items and other factors in evaluating net realizable value. The supplies inventory at November 28, 2021 and November 29, 2020 primarily consists of packaging materials such as labels and is held to be sold to the franchisees.

In 2018 the Company amended its agreement with a major supermarket chain which increased the percentage amount the supermarket withholds as a grocery fee from gross franchisee sales. In order to alleviate the reduction in franchisee earnings due to higher grocer withholdings, the Company elected to sell supplies inventory to these franchisees free of charge. Supplies inventory predominantly consists of blank product labels but can also include uniforms, sampling tables and sundry items.

The Company continued to sell inventory to these franchisees in the respective major supermarket chain free of charge during the eleven-month period ended November 29, 2020. As a result, the net realizable value of inventory sold to these franchisees during the eleven-month period ended November 29, 2020 was \$0. Subsequent to the eleven-month period ended November 29, 2020, the Company ended the holiday on most supplies and informed the franchisees it would sell most supplies inventory to the aforementioned franchises at cost. In accordance with Accounting Standards Codification (ASC) Topic No. 330 Inventory, the Company recognized \$368,534 as a reduction of inventory as of November 29, 2020, and a loss in earnings during the eleven-month period ended November 29, 2020, due to the assessment of certain supplies inventory as slow-moving and obsolete and the assessment of the sale of inventory to these franchisees during the period subsequent to year end until the effective date of the change in policy, during which time the net realizable value of the supplies inventory sold was lower than its cost. The Company recognized \$488,956 as a reduction of inventory as of November 28, 2021, and a loss in earnings during the year ended November 28, 2021, due to the assessment of certain supplies inventory as slow-moving and obsolete.

Fair Value of Financial Instruments

Under ASC Topic No. 820, Fair Value Measurements and Disclosures, fair value is defined as the price at which an asset could be exchanged, or a liability transferred in a transaction between knowledgeable, willing parties in the principal or most advantageous market for the asset or liability. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or parameters are not available, valuation models are applied.

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

Assets and liabilities recorded at fair value in the financial statements are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Hierarchical levels directly related to the amount of subjectivity associated with the inputs to fair valuation of these assets and liabilities are as follows:

- Level 1 Observable inputs such as quoted prices in active markets for identical assets at the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

- Level 2 Observable inputs, other than quoted prices included in Level 1, that are either directly or indirectly observable for the asset or liability through correlation with market data at the reporting date and for the duration of the instrument's anticipated life.

- 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 and which reflect management's best estimate of what market participants would use in pricing the asset or liability at the reporting date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

All the Company's financial instruments such as cash and cash equivalents, accounts receivable, due from affiliates, and accounts payable are of short-term duration. Their carrying value, therefore, approximates their fair value due to the short-term nature of these instruments.

Loan Receivable from Affiliates

Loan receivables from affiliates SnowFox US Holdco and YO! Sushi, USA, Inc. amounted to \$6,000,000 and \$24,248,936 in principal for each respective entity as of November 28, 2021 and \$4,000,000 in principal from SnowFox US Holdco as of November 29, 2020. Accrued interest receivable related to the aforementioned loans amounted to \$220,417 associated with SnowFox US Holdco loans and \$12,278 with YO! Sushi, USA, Inc. as of November 28, 2021 and \$39,167 associated with SnowFox US Holdco loans as of November 29, 2020. In the year ended November 28, 2021, SnowFox US Holdco signed one agreement with the Company and YO! Sushi, USA, Inc. signed nine agreements with the Company. In the eleven-month period ended November 29, 2020, SnowFox US Holdco signed two agreements with the Company. Loan receivable agreements are without collateral, accrue interest according to the terms of the loan agreements, and are due on the specified maturity dates or sooner on demand. Refer to Note 5 for further detail.

Additionally, a loan receivable is considered to be impaired when, based upon current events, it is probable that the Company will be unable to collect all amounts due according to the existing contractual terms. If a loan receivable is considered to be impaired, the amount of loss is calculated by comparing the recorded investment to the value determined by discounting the expected future cash flows at its effective interest rate. No impairment charges were recorded for the year ended November 28, 2021 or the eleven-month period ended November 29, 2020.

Property and Equipment

Property and equipment are stated at cost. Depreciation on property and equipment is computed over the estimated useful lives of the related assets, generally ranging from five to seven years, using the straight-line method. Leasehold improvements are amortized on the straight-line method over the shorter of the lease term or estimated useful life of the assets. Repairs and maintenance

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
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are expensed as incurred. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is recorded as a component of other income or expenses in the accompanying statement of income.

Impairment or Disposal of Long-lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. As of November 28, 2021, and November 29, 2020, the Company believes that no asset is impaired.

Payable to Franchisees

The Company collects revenue earned by the franchisee directly from the grocery store, net of the grocery fees, and holds it in cash. The Company records its royalties and remits the remaining revenues earned by the franchisee to each franchisee.

Deferred Revenue

Deferred revenue represents the initial franchise fees received, but the Company has not earned yet. In accordance with ASC Topic 606, the initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement, and will, therefore, be treated as a single performance obligation. As such, initial franchise fees received are recognized over the franchise term, which is generally three years.

Revenue

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers ("ASC 606") when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. The Company recognizes revenue from contracts with customers as its performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon a contractually agreed upon rate. The amount of revenue recognized may not equal customer cash payments because performance obligations may be satisfied ahead of or subsequent to cash receipt. The differences between revenue recognition and cash payments received are reflected in accounts receivable or deferred revenue, as appropriate. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized and includes deferred revenue as well as amounts that will be recognized as revenue in future periods. Contracted but not yet recognized revenue was \$2,850,094 and \$1,426,400 as of November 28, 2021 and November 29, 2020, of which the Company expected to recognize approximately 49% and 57% over the next 12 months, respectively.

Franchise fee revenue is earned by entering into a franchise agreement with a franchisee and providing services during the term of the franchise agreement. Franchise fee revenue is recognized over the term of franchise agreement, which is generally three years.

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Revenue related to royalty fees is earned based on a percentage of franchisee sales recorded when earned. Royalty revenue is recognized over time as franchisee sales occur.

Other revenues are earned primarily by selling supplies and providing other services to franchisees. Other revenues are recognized when the control of the promised goods or services is transferred.

Contract Identification

We account for a contract when it is approved, both parties are committed, the rights of the parties are identified, payment terms are defined, the contract has commercial substance, and collection of consideration is probable.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer under ASC 606. In accordance with ASC 606, we do not assess whether promised goods or services are performance obligations if they are immaterial in the context of the contract with the customer.

Contract Value

Revenue is measured based on the amount of consideration specified in the contracts with our customers and excludes any amounts collected on behalf of third parties. The estimation of total revenue from a customer contract is not subject to elements of variable consideration.

Timing of Recognition

We recognize revenue when we satisfy a performance obligation by transferring control of a product or service to a customer. Our performance obligations are satisfied over time as services are provided or at a point in time when control of products is transferred. Revenue from services provided to customers over time accounted for 95% and 94% of the Company's revenues for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020, respectively.

Disaggregation of Revenues

As a nonpublic entity, the Company has elected not to apply the quantitative disaggregation of revenue. The Company's franchise fee, royalty, and a majority of other revenues are recognized over time, whereas product sales revenues are recognized at a point in time. The location of the Company's customers and the types of contracts entered into may affect the nature, amount, timing, and uncertainty of revenue and cash flows.

Operating Costs and Expenses

Operating costs and expenses for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020 primarily consist of franchising expenses, sales and marketing expenses, and general and administrative expenses, as follows:

- Franchising expenses represent the costs associated with the selling to and training of franchisees. These costs include salaries, wages and benefits for employees involved in the selling and training of franchisees including the use of professionals, such as consultants, legal firms, and accountants.
- Sales and marketing expenses include advertising and promotion expenses, general marketing expenses, and related travel expenses.

JFE Franchising, Inc.
Notes to Financial Statements
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- General and administrative expenses include corporate and administrative functions that support the Company's franchise operations, information systems, recruiting costs, professional fees, and insurance.

Income Taxes

The Company before the Acquisition was an "S" corporation under the provisions of the Internal Revenue Code ("IRC"). Under those provisions, the Company did not pay federal or state income taxes on its taxable income. Instead, the stockholders were liable for federal and state income taxes on the Company's taxable income.

After the Acquisition, the Company is a disregarded entity under the IRC. As a result, the Company must pay federal and certain state income and local franchise taxes on its taxable income. The Company is a member of a group which files a consolidated income tax return. Members of the group are allocated a portion of the group's income tax liability based on relative taxable income. The Company's total provision for federal and state income taxes for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020 was \$7,278,048 and \$4,252,172, respectively.

In accordance with the Company's accounting policy, the changes in penalties and interest related to income taxes are recognized within other expenses on the statement of income and within other current liabilities on the balance sheet. For the year ended November 28, 2021, interest and penalties related to income taxes were charged to expense, offset by reversals of previously accrued interest and penalties on income taxes, resulting in a net benefit of \$12,116. For the eleven-month period ended November 29, 2020, \$190,624 of interest and penalties related to income taxes was charged to expense.

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases (Topic 842)* (ASC 842): ASC 842 requires recognition of lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. For nonpublic entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2021. ASC 842 will require lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases of terms more than 12 months. ASC 842 will require both capital and operating leases to be recognized on the balance sheet. Qualitative and quantitative disclosures will also be required to help investors and other financial statement users better understand the amount, timing and uncertainty of cash flows arising from leases. In transition, lessees and lessors are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. ASC 842 will affect how operating leases are recognized by the Company compared to the current accounting policies. The Company is currently evaluating the impact that the adoption of ASC 842 will have on the Company's financial statements.

3. Credit Risk

The standard deposit insurance limit of the Federal Deposit Insurance Corporation (FDIC) is \$250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with a high-quality financial institution, which, at times, may exceed federally insured coverage. At November 28, 2021 and November 29,

JFE Franchising, Inc.
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2020, the Company has \$11,699,553 and \$8,629,047 of cash and cash equivalents in excess of the FDIC insured limits, respectively.

4. Concentration Risk

The Company has a significant concentration in the volume of business transacted with the grocery store conglomerate Kroger Company and its subsidiaries (“Kroger”), which constitute 73% and 72% of gross sales for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020, respectively. The potential for severe impact can result, for example, from total or partial loss of the business relationship, or from renegotiations with Kroger that result in significant margin erosion that could subsequently threaten the Company’s business model.

5. Related Party Transactions and Balances

The Company has transactions with its affiliates in the normal course of business. The Company also has lease agreements with the chairman of the Company for the Company’s corporate offices and warehouse facility. Transactions and balances with its affiliates and the Company’s chairman as of and for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020, are as follows:

	November 28, 2021	November 29, 2020
Due from affiliates	\$ 4,048,783	\$ 3,658,615
Loan receivable from affiliates	30,520,797	4,039,167
Rent paid to stockholder	282,566	253,720
Due to affiliates	2,545,406	463,055

Loan Receivables from Affiliates

During the year ended November 28, 2021, the Company provided loans totaling \$26,248,936 to affiliates SnowFox US Holdco and YO! Sushi, USA, Inc: \$2,000,000 to SnowFox US Holdco in December 2020; and \$3,000,000 in February 2021, \$1,400,000 in March 2021, \$1,312,732 in June 2021, \$10,000,000 in August 2021, \$3,953,055 in September 2021, \$2,000,000 in October 2021, \$2,583,149 in November 2021 to YO! Sushi, USA, Inc. During the eleven-month period ended November 29, 2020, the Company provided loans totaling \$4,000,000 to SnowFox US Holdco: \$2,000,000 in August 2020, and \$2,000,000 in September 2020. The loans mature on the five-year anniversary of the date of each loan. Under the agreements, the 2020 loans bear interest on the unpaid principal balances at a fixed rate of 3.75% per annum while the 2021 loans bear interest on the unpaid principal balances at a fixed rate of 0.15% per annum based on the short-term Applicable Federal Rate (“AFR”) as set out by the US Treasury Regulations as of February 2021. Interest accrues daily on the unpaid principal balance, computed on the basis of a 360- day year of twelve 30-day months. The principal, together with any accrued but unpaid interest, is due and receivable on demand, but in any event no later than the maturity date of each loan.

During the year ended November 28, 2021 and the eleven-month period ended November 29, 2020, the Company recognized interest income of \$232,694 and \$39,167 on the loan receivable from affiliates, respectively. Accrued and unpaid interest on the loans totaled \$232,694 and \$39,167 as of November 28, 2021 and November 29, 2020, respectively.

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

6. Property and Equipment

Property and equipment as of November 28, 2021 and November 29, 2020, consisted of the following:

	November 28, 2021	November 29, 2020
Automobiles	\$ 827,322	\$ 566,980
Furniture and fixtures	70,733	70,733
Office equipment	1,745,270	1,414,956
Leasehold improvements	<u>1,364,775</u>	<u>1,364,775</u>
	4,008,100	3,417,444
Less: Accumulated depreciation and amortization	<u>(2,135,226)</u>	<u>(1,746,840)</u>
Net property and equipment	<u>\$ 1,872,874</u>	<u>\$ 1,670,604</u>

During the year ended November 28, 2021 and the eleven-month period ended November 29, 2020, depreciation and amortization expense was \$513,815 and \$446,981, respectively.

7. Income Taxes

The Company and its related affiliates file a consolidated federal income tax return and state returns as required.

Federal and state income taxes have been provided by the Company on the basis of its separate Company income and deductions in accordance with established practices of the consolidated group.

Income Tax Expense

A breakout of the Company's provision for income taxes between federal and state current and deferred taxes is as follows for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020:

	November 28, 2021	November 29, 2020
Current income tax		
Federal	\$ 5,865,446	\$ 3,737,015
State	<u>1,346,867</u>	<u>450,108</u>
Total current income tax	<u>7,212,313</u>	<u>4,187,123</u>
Deferred income tax, net		
Federal	<u>65,735</u>	<u>65,049</u>
Total deferred income tax	<u>65,735</u>	<u>65,049</u>
Total income tax expense	<u>\$ 7,278,048</u>	<u>\$ 4,252,172</u>

JFE Franchising, Inc.
Notes to Financial Statements
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November 29, 2020

A reconciliation of the provision for income taxes at the statutory federal tax rates to the Company's actual provision for income taxes is as follows for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020:

	November 28, 2021	November 29, 2020
Computed at federal statutory rates	\$ 6,138,984	\$ 3,863,305
Permanent difference	82,363	12,052
State taxes	1,067,331	360,385
Other current adjustment	<u>(10,630)</u>	<u>16,430</u>
Total provision for income taxes	<u>\$ 7,278,048</u>	<u>\$ 4,252,172</u>

The Company's deferred tax liability in the amount of \$208,825 and \$127,342 related to the difference between book and tax depreciation, inventory provision, and deferred revenue as of November 28, 2021 and November 29, 2020, respectively.

The amount of tax-related balances due to affiliates as of November 28, 2021 and November 29, 2020 is \$1,964,413 and \$426,202, respectively, as included in due to affiliates in the accompanying balance sheets.

8. Commitments and Contingencies

Guarantees

As a result of the June 28, 2019 transaction discussed in Note 1, the Company, along with 20 other affiliate companies, became a co-guarantor of its parent company SnowFox Midco 1 Limited's debt, totaling \$131.7 million as of November 28, 2021. SnowFox Midco 1 Limited's debt does not come due until August 31, 2023 and no covenant breaches are projected through at least one year from financial statement issuance. If Snowfox Midco 1 Limited were not able to make its debt service payments as they come due over the debt term, the Company could become jointly responsible with 20 other affiliate companies for repayment of the debt. This could result in a material adverse impact on the financial position or results of operations of the Company. The maximum potential amount of future payments that the Company could be jointly required (with 20 other affiliate companies) to make under the guarantee is \$131.7 million. No liability has been reported in the Company's financial statements in accordance with ASC 460 since the guarantee represents a subsidiary's guarantee of the debt owed to a third party by its parent.

Operating Leases

The Company leases certain property and equipment in the ordinary course of business. The leases are classified as either capital leases or operating leases. Lease payments under operating leases are recognized as an expense in the Statement of Income on a straight-line basis over the lease term. The Company leases its offices under noncancelable operating leases, expiring at various times through August 2021. Future minimum lease payments under the noncancelable operating leases as of November 28, 2021, are summarized as follows:

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November 29, 2020

Year Ending	
2022	\$ 159,436
2023	40,184
2024	33,564
2025	20,680
2026	20,680
Thereafter	-
	<u>\$ 274,544</u>

Rent expense under these noncancelable operating leases was \$523,233 and \$398,200 for the year ended November 28, 2021 and the eleven-month period ended November 29, 2020.

Litigation and Claims

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. It is the opinion of management that the liability, if any, arising from the ultimate disposition of such legal proceedings will not have a material impact on the Company's financial position or results of operations.

9. Employee Benefit Plans

On December 24, 2015, the Company adopted the JFE Franchising, Inc. Pension Plan (the "Pension Plan") and JFE Franchising, Inc. Retirement Plan (the "Retirement Plan") to provide retirement benefits for its employees who are at least 21 years of age and are employed for at least one year with the Company. Under the Retirement Plan, the Company makes contributions to the plan at the minimum of 3% of each eligible employee's annual compensation. The Pension Plan and Retirement Plan were combined under a floor-offset plan arrangement for tax advantage purposes. In 2018, two participants associated with the Pension Plan who were previously employed by JFE Franchising, Inc. were transferred to employment with an affiliated entity, and the Pension Plan became effectively a multi-employer plan. Accordingly, in accordance with an agreement with the affiliated entity, the affiliated entity makes annual contributions to the Pension Plan for benefit amounts associated with participants under or retired from its employ as of the end of the plan year. Similarly, the Company would make annual contributions to the Pension Plan for any benefit amounts associated with participants under or retired from its employ as of the end of the plan year. As the Company's participants in the Pension Plan have not accrued any pension benefits, there is no liability related to the Pension Plan for the Company as of November 28, 2021 and November 29, 2020. The Company recognized a current liability of \$917,378 and \$387,378 associated with the Retirement Plan contribution as of November 28, 2021 and November 29, 2020, respectively.

10. Equity

The Company paid cash dividends throughout the year ended November 28, 2021 and the eleven-month period ended November 29, 2020 of \$3,650,000 and \$14,230,000, respectively.

11. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are issued. The Company recognizes in the financial statements the effects of

JFE Franchising, Inc.
Notes to Financial Statements
Year Ended November 28, 2021 and Period from January 1, 2020 to
November 29, 2020

all subsequent events that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements.

The Company issued loans to YO! Sushi, USA, Inc. under seven loan agreements: \$1,925,000, \$2,600,000, \$2,600,000 in December 2021, \$2,600,000 in January 2022, and \$634,996.01, \$1,000,000, \$4,500,000 in February 2022. The first five of the above loans issued mature on the five-year anniversary of the date of the loan, bears interest on the unpaid principal balances at the Applicable Federal Rate of 0.15% per annum as published by the United States Treasury, and is due and receivable on demand, but in any event no later than the maturity date of loan. The last two of the above loans issued mature on the five-year anniversary of the date of the loan, bears interest on the unpaid principal balances at the Applicable Federal Rate of 0.59% per annum as published by the United States Treasury, and is due and receivable on demand, but in any event no later than the maturity date of loan.

The Company has evaluated subsequent events through March 4, 2022, which is the date the financial statements were available to be issued. There were no other subsequent events requiring disclosure.

JFE Franchising, Inc.
Financial Statements
December 31, 2019

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December 31, 2019

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Report of Independent Auditors

To the Management and Board of Directors of JFE Franchising, Inc.

We have audited the accompanying financial statements of JFE Franchising, Inc., which comprise the balance sheet as of December 31, 2019, and the related statements of income, of stockholders' equity and of cash flows for the year then ended.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of JFE Franchising, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP".

September 2, 2020

JFE Franchising, Inc.
Balance Sheet
December 31, 2019

Assets

Current assets

Cash and cash equivalents	\$ 11,851,406
Accounts receivable	1,347,085
Due from affiliates	3,605,522
Supplies inventory	303,703
Prepaid expenses and other current assets	<u>240,091</u>
Total current assets	17,347,807

Property and equipment, net	<u>1,917,456</u>
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Total assets	<u>\$ 19,265,263</u>
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Liabilities and Stockholders' Equity

Current liabilities

Accounts payable	\$ 495,997
Due to franchisees	8,548,239
Due to affiliates	34,774
Current portion of deferred revenue	1,082,200
Employee benefit profit sharing	352,863
Income taxes payable	1,960,403
Other current liabilities	<u>245,076</u>
Total current liabilities	12,719,552

Deferred revenue, net of current portion	755,372
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Deferred tax liability	62,293
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Ice panel security deposits	63,800
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Label machine deposits	<u>1,093,850</u>
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Total liabilities	<u>14,694,867</u>
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Commitments and contingencies

Stockholders' equity

Common stock, no par value, 1,000,000 shares authorized, 300,000 shares issued and outstanding	300,000
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Retained earnings	<u>4,270,396</u>
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Total stockholders' equity	<u>4,570,396</u>
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Total liabilities and stockholders' equity	<u>\$ 19,265,263</u>
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The accompanying notes are an integral part of these financial statements.

JFE Franchising, Inc.
Statement of Income
Year Ended December 31, 2019

Revenue	
Franchise fees	\$ 2,098,945
Royalty revenues	20,174,814
Other revenues	<u>4,909,207</u>
Total revenue	<u>27,182,966</u>
Cost of goods sold	<u>2,416,315</u>
Gross profit	<u>\$ 24,766,651</u>
Other operating costs and expenses	
Franchise expenses	3,757,065
Sales and marketing expenses	270,835
General and administrative expenses	4,130,783
Depreciation expense	<u>558,744</u>
Total operating costs and expenses	<u>8,717,427</u>
Income from operations	<u>16,049,224</u>
Other income (expenses), net	
Interest income	103,622
Other income	236,972
Other expenses	<u>(247,505)</u>
Total other income, net	<u>93,089</u>
Income before income tax expense	16,142,313
Income tax expense	<u>1,960,515</u>
Net income	<u>\$ 14,181,798</u>

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

JFE Franchising, Inc.
Statement of Stockholders' Equity
Year Ended December 31, 2019

	<u>Common Stock</u>		<u>Retained Earnings</u>	<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>		
Balances, December 31, 2018	300,000	\$ 300,000	\$ 2,138,598	\$ 2,438,598
Distributions to stockholders			(12,050,000)	(12,050,000)
Net income			14,181,798	14,181,798
Balances, December 31, 2019	<u>300,000</u>	<u>\$ 300,000</u>	<u>\$ 4,270,396</u>	<u>\$ 4,570,396</u>

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

JFE Franchising, Inc.
Statement of Cash Flows
Year Ended December 31, 2019

Cash flows from operating activities	
Net income	\$ 14,181,798
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	558,744
Net loss (gain) on sale of property and equipment	(28,609)
Inventory provision	532,415
Deferred taxes	62,293
Changes in operating assets and liabilities	
Accounts receivable	(176,669)
Due from affiliates	(3,463,750)
Supplies inventory	(300,397)
Prepaid expenses and other current assets	(101,394)
Other assets	18,140
Accounts payable	251,156
Due to affiliates	34,774
Due to franchisees	1,470,309
Deferred revenue	(743,945)
Other current liabilities	67,061
Income taxes payable	1,960,403
Ice panel machine deposits	23,000
Label machine deposits	139,850
Employee benefit profit sharing	352,863
Net cash provided by operating activities	<u>14,838,042</u>
Cash flows from investing activities	
Purchases of property and equipment	(283,907)
Proceeds from sale of property and equipment	36,443
Net cash used in investing activities	<u>(247,464)</u>
Cash flows from financing activities	
Distributions to stockholder	(12,050,000)
Net cash used in financing activities	<u>(12,050,000)</u>
Net increase in cash and cash equivalents	2,540,578
Beginning of year cash and cash equivalents	<u>9,310,828</u>
End of year cash and cash equivalents	<u>\$ 11,851,406</u>

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

JFE Franchising, Inc.
Notes to Financial Statements
December 31, 2019

1. Organization and Nature of Business

JFE Franchising, Inc. (the “Company”), incorporated in the State of Texas on August 21, 2013, is primarily engaged in franchise operations to authorize and manage franchises sold by the Company. The franchisees are granted the right to operate sushi bars under the brand name “SNOWFOX” and “SUSHI BOX” as separate departments in supermarkets.

Until June 28, 2019, JFE Franchising, Inc. was owned by JimKim Holdings, Inc. On June 28, 2019, SnowFox US Holdco, Inc. (“SnowFox US Holdco”) acquired 100 percent of the issued and outstanding shares in JFE Franchising, Inc. from JimKim Holdings, Inc. (the “Acquisition”). Subsequent to this acquisition, JFE Franchising, Inc. is a wholly owned subsidiary of Snowfox US Holdco, which is ultimately majority-owned by Mayfair Equity Partners. JFE Franchising, Inc. has elected not to apply pushdown accounting in its separate financial statements.

The Company primarily generates revenues from the sales of new franchise agreements and ongoing royalty fees earned under JFE franchise agreement. The Company develops and operates a nationwide system of restaurants which prepare, package and sell a menu of competitively priced food items. On occasion, the Company will open up a location and operate it until a franchisee is approved by the related supermarket. However, the Company’s ownership is temporary and only for a few months. The Company-owned stores at December 31, 2019, consist of following:

	Number of Stores
Stores at beginning of year	2
Stores opened	80
Stores opened by the Company and transferred to Franchisees	(10)
Stores operated by Franchisees and transferred to the Company	2
Stores closed	(11)
Stores at end of year	<u>63</u>

During the year ended December 31, 2019, the revenue generated from the Company-owned stores was \$670,118, which is included in royalty revenues in the accompanying statement of income, while the related costs were \$563,637, which are included in franchise expenses in the accompanying statement of income. As of December 31, 2019, the Company has 804 franchise locations in operation, which are located in states of Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Illinois, Indiana, Louisiana, Michigan, Minnesota, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, and Wyoming.

The Company typically grants a franchisee the right to open one or more express sushi restaurants inside of grocery stores. Under the franchise agreement, a franchisee is required to pay a nonrefundable franchise fee, which could range from \$3,000 to \$100,000 depending on the factors such as store location and demographic data, store quality and amenities, in-store location, and type of sushi bar structure. Thereafter, the franchisee pays royalties between 5% to 20% of its gross sales to the Company for use of the “SNOWFOX” name, menus, processes, and procedures. Franchise agreements generally have an initial term of three year and franchisee will have the right to extend the term of the agreement for another three years.

JFE Franchising, Inc.
Notes to Financial Statements
December 31, 2019

The total number of open stores including franchise and direct stores at December 31, 2019 consist of following:

	Number of Stores
Stores at beginning of year	691
Stores opened	189
Stores opened by the Company and transferred to Franchisees	10
Stores closed	(23)
Stores at end of year	<u>867</u>

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition as of December 31, 2019.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Significant items subject to such estimates and assumptions include the allowances for doubtful accounts, the valuation of inventories, and the useful lives of property and equipment. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on deposit with banks and, at times, may exceed federally insured limits. The Company considers highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

Accounts Receivable

Accounts receivable at December 31, 2019, primarily consist of the amounts due from franchisees for royalties. The amounts due are stated at their net estimated realizable value. The Company maintains an allowance for doubtful accounts to provide for the estimated amount of receivables that will not be collected. Allowance for doubtful accounts, if needed, is computed under the allowance method, based upon historical experience and management's estimates of uncollectible accounts. Ongoing credit evaluations of customers' financial conditions are performed, and collateral is generally not required. The Company believes accounts receivable as of December 31, 2019, are fully collectible, and, therefore, no allowance for doubtful accounts has been provided.

Supplies Inventory

Supplies inventory is stated at the lower of cost or net realizable value, cost being determined using the first-in, first-out (FIFO) method. Appropriate consideration is given to obsolescence, slow moving items and other factors in evaluating net realizable value. The supplies inventories at December 31, 2019, primarily consist of packaging materials such as labels and are held to be sold to the franchisees.

JFE Franchising, Inc.

Notes to Financial Statements

December 31, 2019

In 2018 the Company amended its agreement with a major supermarket chain which increased the percentage amount the supermarket withholds as a grocery fee from gross franchisee sales. In order to alleviate the reduction in franchisee earnings due to higher grocer withholdings the Company elected to sell supplies inventory to these franchisees free of charge. Supplies inventory predominantly consists of blank product labels but can also include uniforms, sampling tables and sundry items. As a result, the net realizable value of inventory sold to these franchisees in 2019 is \$0. Based on this evidence, the supplies inventory allocated for the franchisees in the respective major supermarket chain has a net realizable value that is lower than its cost. In accordance with Accounting Standards Codification (ASC) Topic No. 330 *Inventory*, the Company recognized the difference of \$532,415 as a reduction of inventory as of December 31, 2019 and a loss in earnings during the year ended December 31, 2019.

Fair Value of Financial Instruments

Under ASC Topic No. 820, *Fair Value Measurements and Disclosures*, fair value is defined as the price at which an asset could be exchanged or a liability transferred in a transaction between knowledgeable, willing parties in the principal or most advantageous market for the asset or liability. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or parameters are not available, valuation models are applied.

Assets and liabilities recorded at fair value in the financial statements are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Hierarchical levels directly related to the amount of subjectivity associated with the inputs to fair valuation of these assets and liabilities are as follows:

- Level 1 Observable inputs such as quoted prices in active markets for identical assets at the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 Observable inputs, other than quoted prices included in Level 1, that are either directly or indirectly observable for the asset or liability through correlation with market data at the reporting date and for the duration of the instrument's anticipated life.
- 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 and which reflect management's best estimate of what market participants would use in pricing the asset or liability at the reporting date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

All the Company's financial instruments such as cash and cash equivalents, accounts receivable, due from affiliates, and accounts payable are of short-term duration. Their carrying value, therefore, approximates their fair value due to the short-term nature of these instruments.

Property and Equipment

Property and equipment are stated at cost. Depreciation on property and equipment is computed over the estimated useful lives of the related assets, generally ranging from five to seven years, using the straight-line method. Leasehold improvements are amortized on the straight-line method over the shorter of the lease term or estimated useful life of the assets. Repairs and maintenance are expensed as incurred. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, the

JFE Franchising, Inc.

Notes to Financial Statements

December 31, 2019

asset's carrying amount and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is recorded as a component of other income or expenses in the accompanying statement of income.

Impairment or Disposal of Long-lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. As of December 31, 2019, the Company believes that no asset is impaired.

Payable to Franchisees

The Company collects revenue earned by the franchisee directly from the grocery store, net of the grocery fees, and holds it in cash. The Company records its royalties and remits the remaining revenues earned by the franchisee to each franchisee.

Deferred Revenue

Deferred revenue represents the initial franchise fees received, but the Company has not earned yet. In accordance with ASC Topic 606, the initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement, and will, therefore, be treated as a single performance obligation. As such, initial franchise fees received are recognized over the franchise term, which is generally three years.

Revenue

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers ("ASC 606") when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. The Company recognizes revenue from contracts with customers as its performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon a contractually agreed upon rate. The amount of revenue recognized may not equal customer cash payments because performance obligations may be satisfied ahead of or subsequent to cash receipt. The differences between revenue recognition and cash payments received are reflected in accounts receivable or deferred revenue, as appropriate. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized and includes deferred revenue as well as amounts that will be recognized as revenue in future periods. Contracted but not yet recognized revenue was \$1,837,572 as of December 31, 2019, of which the Company expects to recognize approximately 59% over the next 12 months.

Franchise fee revenue is earned by entering into a franchise agreement with a franchisee and providing services during the term of the franchise agreement. Franchise fee revenue is recognized over the term of franchise agreement, which is generally three years.

Revenue related to royalty fees is earned based on a percentage of franchisee sales recorded when earned. Royalty revenue is recognized over time as franchisee sales occur.

JFE Franchising, Inc.

Notes to Financial Statements

December 31, 2019

Other revenues are earned primarily by selling supplies and providing other services to franchisees. Other revenues are recognized when the control of the promised goods or services is transferred.

Contract Identification

We account for a contract when it is approved, both parties are committed, the rights of the parties are identified, payment terms are defined, the contract has commercial substance, and collection of consideration is probable.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer under ASC 606. In accordance with ASC 606, we do not assess whether promised goods or services are performance obligations if they are immaterial in the context of the contract with the customer.

Contract Value

Revenue is measured based on the amount of consideration specified in the contracts with our customers and excludes any amounts collected on behalf of third parties. The estimation of total revenue from a customer contract is not subject to elements of variable consideration.

Timing of Recognition

We recognize revenue when we satisfy a performance obligation by transferring control of a product or service to a customer. Our performance obligations are satisfied over time as services are provided or at a point in time when control of products is transferred. Revenue from services provided to customers over time accounted for 95% of the Company's revenues for the year 2019.

Disaggregation of Revenues

As a nonpublic entity, the Company has elected not to apply the quantitative disaggregation of revenue. The Company's franchise fee, royalty, and a majority of other revenues are recognized over time, whereas product sales revenues are recognized at a point in time. The location of the Company's customers and the types of contracts entered into may affect the nature, amount, timing, and uncertainty of revenue and cash flows.

Operating Costs and Expenses

Operating costs and expenses in 2019 primarily consist of franchising expenses, sales and marketing expenses, and general and administrative expenses, as follows:

- Franchising expenses represent the costs associated with the selling to and training of franchisees. These costs include salaries, wages and benefits for employees involved in the selling and training of franchisees including the use of professionals, such as consultants, legal firms, and accountants.
- Sales and marketing expenses include advertising and promotion expenses, general marketing expenses, and related travel expenses.
- General and administrative expenses include corporate and administrative functions that support the Company's franchise operations, information systems, recruiting costs, professional fees, and insurance.

JFE Franchising, Inc.

Notes to Financial Statements

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Income Taxes

The Company before the Acquisition was an “S” corporation under the provisions of the Internal Revenue Code (“IRC”). Under those provisions, the Company did not pay federal or state income taxes on its taxable income. Instead, the stockholders were liable for federal and state income taxes on the Company’s taxable income.

After the Acquisition, the Company is a disregarded entity under the IRC. As a result, the Company must pay federal and certain state income and local franchise taxes on its taxable income. The Company’s total provision for federal and state income taxes for the year ended December 31, 2019 was \$1,960,403.

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases* (Topic 842) (ASC 842): ASC 842 requires recognition of lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. For nonpublic entities, the amendments in this Update are effective for fiscal years beginning January 1, 2021. ASC 842 will require lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases of terms more than 12 months. ASC 842 will require both capital and operating leases to be recognized on the balance sheet. Qualitative and quantitative disclosures will also be required to help investors and other financial statement users better understand the amount, timing and uncertainty of cash flows arising from leases. In transition, lessees and lessors are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. ASC 842 will affect how operating leases are recognized by the Company compared to the current accounting policies. The Company is currently evaluating the impact that the adoption of ASC 842 will have on the Company’s financial statements.

3. Credit Risk

The standard deposit insurance limit of the Federal Deposit Insurance Corporation (FDIC) is \$250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with a high-quality financial institution, which, at times, may exceed federally insured coverage. At December 31, 2019, the Company has \$11,601,406 of cash and cash equivalents in excess of the FDIC insured limits.

4. Concentration Risk

The Company has a significant concentration in the volume of business transacted with the grocery store conglomerate Kroger Company and its subsidiaries (“Kroger”) which constitute 78% of gross sales for the year ended 2019. The potential for severe impact can result, for example, from total or partial loss of the business relationship, or from renegotiations with Kroger that result in significant margin erosion that could subsequently threaten the Company’s business model.

5. Related Party Transactions and Balances

The Company has transactions with its affiliates in the normal course of business. The Company also has lease agreements with the chairman of the Company for the Company’s corporate offices and warehouse facility. Transactions and balances with its affiliates and the Company’s chairman as of and for the year ended December 31, 2019, are as follows:

JFE Franchising, Inc.
Notes to Financial Statements
December 31, 2019

Due from affiliates	\$ 3,605,522
Rent paid to stockholder	290,200
Due to affiliates	34,774

6. Property and Equipment

Property and equipment at December 31, 2019, consisted of the following:

Automobiles	\$ 677,763
Furniture and fixtures	70,733
Office equipment	1,246,544
Leasehold improvements	<u>1,364,775</u>
	3,359,815
Less: Accumulated depreciation and amortization	<u>(1,442,359)</u>
Net property and equipment	<u>\$ 1,917,456</u>

During the year ended December 31, 2019, depreciation and amortization expense was \$558,744.

7. Income Taxes

The Company and its related affiliates file a consolidated federal income tax return and state returns as required.

Federal and state income taxes have been provided by the Company on the basis of its separate Company income and deductions in accordance with established practices of the consolidated group.

Income Tax Expense

A breakout of the Company's provision for income taxes between federal and state current and deferred taxes is as follows for the year ended December 31, 2019:

	2019
Current income tax	
Federal	\$ 1,710,652
State	<u>187,570</u>
Total current income tax	<u>1,898,222</u>
Deferred income tax, net	
Federal	<u>62,293</u>
Total deferred income tax	<u>62,293</u>
Total income tax expense	<u>\$ 1,960,515</u>

A reconciliation of the provision for income taxes at the statutory federal tax rates to the Company's actual provision for income taxes is as follows for the year ended December 31, 2019:

JFE Franchising, Inc.
Notes to Financial Statements
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	2019
Computed at federal statutory rates	\$ 3,389,886
Income not subject to tax	(1,794,242)
Deferred tax effect of change in tax status	223,832
Permanent difference	8,678
State taxes	180,289
Other current adjustment	(62,181)
Other deferred adjustment	14,253
	<hr/>
Total provision for income taxes	\$ 1,960,515

The income not subject to tax pertains to the portion of 2019 from January 1, 2019 through June 27, 2019 during which the Company was not a taxable entity since it was an S Corp prior to the Acquisition.

The Company's deferred tax liability in the amount of \$62,293 related to the difference between book and tax depreciation, inventory provision, and deferred revenue as of December 31, 2019.

8. Line of Credit

On January 4, 2018, the Company entered into a credit agreement with a commercial bank for a revolving line of credit of \$3,000,000, bearing interest at the one-month London Interbank Offered Rate plus 3.978%. The line was closed effective April 17, 2019.

9. Commitments and Contingencies

Guarantees

As a result of the June 28, 2019 transaction discussed in Note 1, the Company became a co-guarantor of its parent company SnowFox Midco 1 Limited's debt, totaling \$144.6 million as of December 31, 2019. SnowFox Midco 1 Limited's debt does not come due until August 31, 2023 and no covenant breaches are projected through at least one year from financial statement issuance. If Snowfox Midco 1 Limited were not able to make its debt service payments as they come due over the debt term, the Company could become jointly responsible with 20 other affiliate companies for repayment of the debt. This could result in a material adverse impact on the financial position or results of operations of the Company. The maximum potential amount of future payments that the Company could be jointly required (with 20 other affiliate companies) to make under the guarantee is \$144.6 million. No liability has been reported in the Company's financial statements in accordance with ASC 460 since the guarantee represents a subsidiary's guarantee of the debt owed to a third party by its parent.

Operating Leases

The Company leases certain property and equipment in the ordinary course of business. The leases are classified as either capital leases or operating leases. Lease payments under operating leases are recognized as an expense in the Statement of Income on a straight-line basis over the lease term. The Company leases its offices under noncancelable operating leases, expiring at various times through August 2021. Future minimum lease payments under the noncancelable operating leases as of December 31, 2019, are summarized as follows:

JFE Franchising, Inc.
Notes to Financial Statements
December 31, 2019

Year Ending December 31,	
2020	\$ 389,270
2021	338,797
2022	77,554
2023	21,955
2024	20,680
Thereafter	-
	<u>\$ 848,256</u>

Rent expense under these noncancelable operating leases was \$365,748 for the year ended December 31, 2019.

Litigation and Claims

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. It is the opinion of management that the liability, if any, arising from the ultimate disposition of such legal proceedings will not have a material impact on the Company's financial position or results of operations.

10. Employee Benefit Plans

On December 24, 2015, the Company adopted the JFE Franchising, Inc. Pension Plan (the "Pension Plan") and JFE Franchising, Inc. Retirement Plan (the "Retirement Plan") to provide retirement benefits for its employees who are at least 21 years of age and are employed for at least one year with the Company. Under the Retirement Plan, the Company makes contributions to the plan at the minimum of 3% of each eligible employee's annual compensation. The Pension Plan and Retirement Plan were combined under a floor-offset plan arrangement for tax advantage purposes. In 2018, two participants associated with the Pension Plan who were previously employed by JFE Franchising, Inc. were transferred to employment with an affiliated entity, and the Pension Plan became effectively a multi-employer plan. Accordingly, in accordance with an agreement with the affiliated entity, the affiliated entity makes annual contributions to the Pension Plan for benefit amounts associated with participants under or retired from its employ as of the end of the plan year. Similarly, the Company would make annual contributions to the Pension Plan for any benefit amounts associated with participants under or retired from its employ as of the end of the plan year. As the Company's participants in the Pension Plan have not accrued any pension benefits, there is no liability related to the Pension Plan for the Company as of December 31, 2019. The Company recognized a current liability of \$352,863 associated with the Retirement Plan contribution as of December 31, 2019.

11. Equity

The Company paid cash dividends throughout the year of \$12,050,000.

12. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements.

JFE Franchising, Inc.
Notes to Financial Statements
December 31, 2019

The World Health Organization in early 2020 declared a novel strain of coronavirus ("COVID-19") to constitute a "Global Health Pandemic." The United States government has further implemented enhanced screenings, quarantine requirements and travel restrictions in connection with the COVID-19 outbreak in March of 2020. The extent of the impact of the COVID-19 outbreak on the Company's operational and financial performance will depend on future developments, including the duration and spread of the outbreak and related travel advisories and restrictions and the global impact of the COVID-19 outbreak, all of which are highly uncertain and cannot be predicted.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law making changes to the Internal Revenue Code. Changes include, but are not limited to, the ability to elect to increase the interest deduction limitation from 30% to 50% of adjusted taxable income for 2019 and 2020, and temporarily suspends the 80% taxable income limitation to allow net operating losses to fully offset taxable income for years before 2021. The Company will account for the CARES Act during 2020, the period of enactment, and is currently evaluating the impact of the tax relief provisions, but does not expect there to be a material change to the 2019 total tax provision or the 2019 net deferred tax temporary differences.

The Company made distributions to Snowfox US Holdco Inc., a Delaware corporation and the parent and sole shareholder of the Company: \$1,100,000 in January 2020, \$1,200,000 in February 2020, \$1,160,000 in March 2020, \$1,610,000 in May 2020, \$1,540,000 in June 2020, \$1,340,000 in July 2020, \$2,000,000 in August 2020, and \$2,000,000 in September 2020.

The Company has evaluated subsequent events through September 2, 2020, which is the date the financial statements were available to be issued. There were no other subsequent events requiring disclosure.

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DISCLOSURE ACKNOWLEDGEMENT STATEMENT

EXHIBIT J

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT
JFE FRANCHISING, INC.
DISCLOSURE ACKNOWLEDGEMENT STATEMENT

Franchisee Name: _____

Franchisee

Address: _____

JFE Franchising, Inc (“Franchisor”) and you are preparing to enter into a franchise agreement for the operation of a franchised JFE sushi bar. Franchisor requires that you complete and sign this Disclosure Acknowledgement Statement in order to enable Franchisor to confirm that it and its employees and representatives have fully complied with all applicable franchise registration and disclosure laws. Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor. If you purchased an existing franchised business from another franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. These statements do not apply to any communication you may have had with the transferring franchisee.

You make the following representations to us, and we rely on them in granting you a franchise. If any statement is not correct, or if you are aware of exceptions to them, note them in #11 below.

1. I received a copy of the Franchisor’s FDD (and all exhibits and attachments) with at least 14 calendar days between the date of receipt and the date of signing.
2. I signed a receipt for the FDD indicating the date I received it.
3. I received a copy of the final form of the franchise agreement with at least 7 calendar days between the date of receipt and the date of signing the franchise agreement.
4. I carefully reviewed and I understand the FDD, the franchise agreement and each exhibit or schedule attached to it, and the other agreements required to be signed (together, “Agreements”).
5. I understand the terms of and my obligations under the franchise agreement.
6. I have discussed the benefits and risks of operating the franchised business with an attorney, accountant or other professional advisor, or I had the opportunity to do so.
7. I understand the risks associated with operating the franchised business.
8. I understand that the success or failure of the franchised business will depend in large part upon my skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, store location, lease terms and the marketplace.

9. I have not signed any binding agreement with JFE concerning the purchase of this franchise prior to today.
10. I have not paid JFE any money concerning the purchase of this franchise prior to today.
11. No employee or other person speaking on behalf of the Franchisor has made any statement or promise concerning:
 - A. The actual or potential revenues, profits or operating costs of the franchised business, that is contrary to, or different from, the information contained in the FDD. The amount of money I may earn in operating the franchised business that is contrary to, or different from, the information contained in the FDD.
 - B. The total amount of revenue the franchised business will or may generate, that is contrary to, or different from, the information contained in the FDD.
 - C. The costs I may incur in operating the franchised business, that is contrary to, or different from, the information contained in the FDD.
 - D. The actual, average or projected profits or earnings or the likelihood of success that I should or might expect to achieve from operating the franchised business.
 - E. The level, nature, quality, or amount of support or assistance in connection with advertising, marketing, training, support, service or assistance relating to the franchised business that is contrary to, or different from, the information contained in the FDD or the franchise agreement.
12. I have conducted an independent investigation of the business venture contemplated by the Franchise Agreement and recognize that the success of the venture involves substantial business risk and will be dependent primarily on my ability as an independent businessperson. I hereby acknowledge my willingness to undertake these business risks.
13. I acknowledge that JFE has not made any oral, written or visual claims, representations, promises, agreements, contracts, commitments, understandings or statements which contradict or are inconsistent with and are not contained in such Franchise Disclosure Document.
14. I acknowledge that the decision to enter into this business risk is in no manner predicated upon any oral, written or visual representations, assurances, warranties, guarantees or promises made by JFE or any of JFE's directors, officers, employees or agents (including any franchise broker) as to the likelihood of success of the Franchise.
15. I acknowledge that I have not received or relied upon, any promises, agreements, contracts, commitments, representations, understandings, "side deals" or any other assurances, expressed or implied, orally or otherwise, made to or with me with respect to any matter concerning site location, market penetration, training, operating and support assistance or other services that are contrary to the statements made in JFE's Franchise Disclosure Document.

16. I acknowledge that the initial investment costs in Item 7 of JFE’s FDD are based on JFE’s current design concepts, which are always subject to change, and that if JFE changes the design concept after I sign my Franchise Agreement, my investment costs may be affected. JFE is a wholly owned subsidiary of Snowfox US Holdco, Inc. (“Holdco Inc.”), a Delaware corporation. Holdco Inc. is a publicly traded company. As a result of being a public company, there is a substantial amount of financial and other information available to the public about Holdco Inc., including information provided to potential investors in Holdco Inc. You acknowledge that if you have received any of such information from any source, such information is not intended to be relied upon by you as a potential purchaser of a SNOWFOX SUSHI franchise, and you have not relied on such information in making your decision whether to purchase a franchise from JFE to own and operate a SNOWFOX SUSHI Store.
17. I acknowledge that I have received the receipt page with the names completely filled in of all the franchise sellers that were involved in my purchase of the franchise.
18. I understand that Franchisor and its affiliates may conduct, own and operate, and license others to conduct, own and operate businesses that offer services similar to the services I will provide under names other than “JFE,” “SNOWFOX,” and “SUSHI BOX” in geographical locations close to me.
19. I understand that the Agreements contain the entire agreement between the Franchisor and me concerning the franchise rights for the JFE franchise, meaning that any prior or written statements not set out in the Agreements will not be binding (except that Franchisor may not disclaim statements made in the FDD).
20. **THE FOLLOWING CORRECTIONS AND/OR EXCEPTIONS TO THE ABOVE STATEMENTS ARE AS FOLLOWS (IF NO CORRECTIONS OR EXCEPTIONS, WRITE "NONE" AND INITIAL):**

Description or Write "None"

Initial

(Attach additional sheets if necessary)

FRANCHISEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS DISCLOSURE ACKNOWLEDGEMENT STATEMENT SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING, AND FRANCHISEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS DISCLOSURE ACKNOWLEDGEMENT STATEMENT. HOWEVER, NOTHING IN THIS DOCUMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS FRANCHISOR MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WAS FURNISHED TO YOU.

Dated: _____

Franchisee:

Corporation (or other entity)

Individual

By:

Its:

Signature

Print Name: _____

JFE - SNOW FOX

DISPLAY UNIT ICE DECORATION PIECE LEASE AGREEMENT

(optional)



Exhibit K

DISPLAY UNIT ICE DECORATION PIECE LEASE AGREEMENT

(Optional)

THIS DISPLAY UNIT ICE DECORATION PIECE LEASE AGREEMENT (the "Agreement") is made on _____ (Effective Date) by and between JFE Franchising Inc., a Texas corporation, (hereinafter "Lessor") and _____, who operates in _____ (hereinafter "Lessee").

RECITALS

- A. Lessor's affiliate, JFE Franchising, Inc., owns a license to operate and grant franchises to third parties to operate, within supermarkets, grocery stores, and other facilities sushi bars using the trademark "JFE".
- B. Lessee is a franchisee of JFE Franchising, Inc. and Lessee operates a JFE sushi bar located within the supermarket, grocery store or third party facility set forth in Exhibit A (the "Location") pursuant to the Franchise Agreement dated _____ by and between JFE Franchising, Inc. and Lessee (the "Franchise Agreement").
- C. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor one (1) Ice Decoration Piece for use as a decoration piece for the display unit in Lessee's operations as a JFE franchisee pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the parties hereby agree as follows:

1. Lease

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described decoration piece (the "Decoration"):

_____ Ice Decoration Piece(s)

2. Rent and Deposit

A. Lessee shall not be obligated to pay monthly rent or other periodic payments of rent for the Decoration during the term of this Agreement.

B. Lessee shall pay a One Fifty Dollar (\$50.00) deposit (the "Deposit") to Lessor prior to taking possession of the Decoration and as security for the performance by Lessee of the terms of this Agreement and for any damages or missing caused by Lessee or its agents to the Decoration. Payment of the Deposit shall be made by as follows:

(i) For a Lessee who has already executed a Franchise Agreement: Lessee shall make one (1) payment in the amount of _____ Dollars.

3. Term and Termination

A. Unless terminated as hereinafter provided, this Agreement shall remain in effect for the term of Lessee's Franchise Agreement.

JFE Franchising, Inc.



C. This Agreement shall automatically terminate upon (i) any expiration or termination of the Franchise Agreement, or (ii) the termination, for whatever reason, of the right and grant of Lessee as franchisee to operate a JFE sushi bar at the Location.

4. Return of Equipment

I. Upon notice of return, lessor will have its managers inspect the Decoration for the condition. If in good condition upon inspection, Lessee will receive a full refund of _____ Dollars.

II. Free Replacement will only be given in case of damage on arrival. Any damage to the Decoration sustained after arrival and missing piece can only be replaced with additional Fifty Dollar (\$50.00) fee per piece.

5. Recitals True and Correct

The Recitals set forth on the first page of this Agreement are true and correct and are incorporated into this Agreement by this reference.

6. Survival

The respective rights and obligations of Lessor and Lessee, which by their nature would continue beyond the termination or expiration of this Agreement, will survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the date first stated above.

Lessee:

By: _____
Name:
Date:

Lessor: JFE Franchising Inc.

By: _____
Name:
Title:

JFE Franchising, Inc.



Exhibit A

Location (Store Address):

JFE Franchising, Inc.

2021 Bingle Rd. Houston, TX 77055 / TEL. 713.463.7777 / FAX. 713.932.6832 / www.jfefood.com

JFE - SNOW FOX

STATE SPECIFIC ADDENDA

EXHIBIT L

STATE SPECIFIC ADDENDA

The laws of several states require that we provide this Franchise Disclosure Document to you at the following earlier dates:

Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

For franchises that we sell for locations In CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, VIRGINIA, WASHINGTON and WISCONSIN, applicable state law requires us to disclose additional information. Please refer to the separate state addenda pages in this Exhibit for the additional disclosures that may apply to you (the Michigan pages are in front of this disclosure document).

Each provision of these Addenda to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the respective state's laws are met independently, without reference to these Addenda to the Disclosure Document.

CALIFORNIA
ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the franchise disclosure document for JFE Franchising, Inc. in connection with the offer and sale of franchisees for use in the State of California shall be amended to include the following:

1. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE DEPARTMENT OF BUSINESS OVERSIGHT MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.
2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
3. OUR WEBSITE, WWW.JFEFOODS.COM, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.
4. Item 3, "Litigation" of the Disclosure Document, shall be amended by the addition of the following paragraphs:

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

Neither we nor any person identified in Item 2 above, or an affiliate or franchise broker offering franchises under our principal trademark, 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, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

5. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" of the Disclosure Document, shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

The following notice is required to be inserted in this Disclosure Document by the State of California whenever an applicable provision is included in a Franchise Agreement.

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

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

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

The franchise agreement requires binding arbitration. The arbitration will occur in Harris County, Texas according to the rules of the American Arbitration Association, with attorneys' fees being borne by the losing party and the arbitrator costs being borne by equally by the parties. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

The franchise agreement requires you to sign a general release of claims upon extension or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections (20000-20043)).

6. In California, the highest rate of interest permitted by law is 10%. We will not charge you interest greater than 10%.
7. Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
8. The Franchisor is a co-guarantor for the parent company and that note becomes due August 31, 2023.

CALIFORNIA

ADDENDUM TO FRANCHISE AGREEMENT FOR USE IN CALIFORNIA

The highest rate of interest allowed in the State of California is 10%. We will not charge you interest greater than 10%.

The undersigned agree to amend and restate Section 12 of the Franchise Agreement as follows:

12. Termination.

12.1 Termination By Franchisor With Notice of Default.

(a) Franchisor may terminate this Agreement only for good cause, which means Franchisee's failure to substantially comply with the lawful requirements imposed upon it by this Agreement after being given notice at least 60 days in advance of the termination and a reasonable opportunity, which in no event will be less than 60 days from the date of the notice of noncompliance, to cure the failure (provided that this section 12.1(a) does not apply when there are grounds for immediate termination without notice pursuant to section 12.2 below).

(b) If Franchisor is in material breach of this Agreement, Franchisee may terminate this Agreement by giving Franchisor prior written notice setting forth the asserted breach of this Agreement and giving Franchisor 60 days in which to cure the default. A material breach of this Agreement by Franchisor means any unauthorized action or omission seriously impairing or adversely affecting Franchisee or the relationship between Franchisor and Franchisee created by this Agreement. However, if Franchisor becomes insolvent or declares bankruptcy, Franchisee will continue to have the right to operate under this Agreement until and unless a court orders otherwise.

(c) Notwithstanding anything contained herein to the contrary, in those circumstances under which Franchisor has the right to terminate this Agreement, Franchisor has the right to exercise any and all remedies available to Franchisor at law or in equity, including without limitation specific performance and damages (including without limitation punitive damages). Franchisor also has the option, to be exercised in its sole discretion, to choose alternative remedies to Franchisor's right to terminate the entire Agreement. All rights and remedies provided herein are in addition to and not in substitution of all other rights and remedies available to a party at law or in equity.

12.2 Immediate Termination By Franchisor. Franchisor may terminate this Agreement, and all other agreements between Franchisor and Franchisee, in its sole discretion and election, effective immediately upon Franchisor's delivery of written notice of termination to Franchisee based upon the occurrence of any of the following events which will be specified in Franchisor's written notice, and Franchisee will have no opportunity to cure a termination based on any of the following events:

(a) Franchisee or the business to which the Franchise relates has been the subject of an order for relief in bankruptcy, is 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 Franchisee admits its inability to pay its debts as they come due;

(b) Franchisee abandons the Franchise by failing to operate the JFE Unit for five (5) consecutive business days during which 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 Franchisor to conclude that Franchisee does not intend to continue to operate the franchise, unless (i) such failure to operate is due to fire, flood, earthquake or other similar causes beyond the franchisee's control or (ii) Franchisee obtains Franchisor's written consent to close the JFE Unit for a specified period of time;

(c) Franchisor and Franchisee agree in writing to terminate the Franchise;

(d) Franchisee makes any material misrepresentations relating to the acquisition of the Franchise or Franchisee engages in conduct that reflects materially and unfavorably upon the operation and reputation of the System;

(e) 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) After curing any failure in accordance with section 12.3 below, Franchisee engages in the same noncompliance whether or not corrected after notice;

(g) Franchisee repeatedly fails to comply with one or more requirements of the Franchise, whether or not corrected after notice;

(h) The JFE Unit, Location or Store is 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, lien holder or lessor, provided that a final judgment against Franchisee remains unsatisfied for 30 days (unless an appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in the JFE Unit, and it is not discharged within five days of such levy;

(i) Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the Franchise; or

(j) Franchisor makes a reasonable determination Franchisee's continued operation of the Franchise will result in an imminent danger to public health or safety, including but not limited to Franchisee's violation of any health, safety or sanitation law, ordinance or regulation, or any rules, procedures or food safety requirements of the Store Owners.

Franchisor's right to terminate this Agreement pursuant to this Section will be in addition to all other remedies that Franchisor may have against Franchisee under this Agreement, or otherwise.

12.3 Termination After Notice.

(a) Except as provided in section 12.2 above, Franchisor may terminate this Agreement only for good cause (as defined in section 12.1(a) above) after giving Franchisee prior written notice setting forth the asserted breach of this Agreement and giving Franchisee 60 days in which to cure the default. Upon receipt of a notice of default, Franchisee must

immediately commence diligently to cure said breach, and if Franchisee cures said breach within 60 days, Franchisor's right to terminate this Agreement will cease. If because of the nature of the breach, it would be unreasonable for Franchisee to be able to cure the default within 60 days, Franchisee will be given additional time (up to 15 additional days) as is reasonably necessary in Franchisor's determination to cure said breach, upon condition that Franchisee must, upon receipt of such notice from Franchisor, immediately commence to cure such breach and continue to use best efforts to do so.

(b) If Franchisee's rights under this Agreement are terminated by Franchisor for material breach, Franchisor may, at Franchisor's option, (i) declare Franchisee in default of all of the other franchise agreements or other agreements Franchisee has with Franchisor, and (ii) terminate Franchisee's rights under those other agreements as well.

12.4 Early Termination By Franchisee. Subject to Section 3.14, Franchisee will have the right to terminate this Agreement at any time for any reason upon 90 days prior written notice to Franchisor, or such earlier date as may be agreed by Franchisor and Franchisee.

12.5 Effects of Termination.

(a) Upon termination or expiration of the franchise, Franchisee's right and privilege to use the JFE Marks, Franchisor's trade secrets, all components of the System and the Operating Manuals will absolutely and unconditionally cease.

(b) Upon termination or expiration of the franchise, Franchisee will immediately (i) cease operations of the JFE Unit, (ii) discontinue use of the JFE Marks, Franchisor's trade secrets, the System, and the Operating Manuals, (iii) return the Operating Manuals and delete electronic copies of the Operating Manuals, if any, (iv) pay to Franchisor all amounts owed pursuant to this Agreement and any other agreements between Franchisor and Franchisee, and (v) vacate the Location and provide all necessary assistance and cooperation with Franchisor in the orderly wind down of Franchisee's operations.

(c) The termination or expiration of this Agreement will result in the concurrent, and automatic, termination of all agreements between the parties pertaining to the JFE Unit or the franchise granted by this Agreement and will also permit Franchisor to enforce any guaranty of Franchisee's obligations given to Franchisor as required by this Agreement. Notwithstanding the termination or expiration of this Agreement, the parties agree that any other franchise agreements then in effect between the parties concerning other JFE sushi bars owned by Franchisee will remain in full force and effect, unless the grounds which Franchisor has relied upon to terminate this Agreement also constitute grounds for terminating the other franchise agreements and Franchisor has satisfied all requirements to terminate the other franchise agreements. All agreements and obligations of Franchisee, which by their nature would continue beyond the termination or expiration of this Agreement will survive termination or expiration of this Agreement.

(d) Upon a lawful termination or nonrenewal of this Agreement, Franchisor will purchase from Franchisee, at the value of price paid, minus depreciation, all inventory, supplies, equipment, fixtures, and furnishings purchased or paid for under the terms of this Agreement or any ancillary or collateral agreement by Franchisee to Franchisor or Franchisor's approved suppliers and sources, that are, at the time of the notice of termination or nonrenewal, in Franchisee's possession or used by Franchisee at the JFE Unit. Franchisor is not required to

purchase any personalized items, inventory, supplies, equipment, fixtures, or furnishings not reasonably required to conduct the operation of the JFE Unit in accordance with this Agreement or any ancillary or collateral agreement or to which Franchisee, at the cessation of operation of the JFE Unit by Franchisee, cannot lawfully, or does not, grant us clear title and possession upon our payment to Franchisee for the inventory, supplies, equipment, fixtures, or furnishings (Franchisor has the right to receive clear title to and possession of all items purchased from Franchisee under this section 12.5(d)). Franchisor may offset against the amounts owed to Franchisee under any such purchase under this section 15.2(d) any amounts Franchisee owes to Franchisor. Notwithstanding the foregoing however, Franchisor's requirement to purchase from Franchisee under this section 12.5(d) will not apply:

(i) if and when Franchisee declines a bona fide offer of renewal from Franchisor;

(ii) if Franchisor does not prevent Franchisee from retaining control of the JFE Unit;

(iii) to any termination or nonrenewal of a franchise due to a publicly announced and nondiscriminatory decision by Franchisor to completely withdraw from all franchise activity within the relevant geographic market area in which the Franchise is located;

(iv) if Franchisor and Franchisee mutually agree in writing to terminate and not renew the Franchise; or

(v) to any inventory, supplies, equipment, fixtures, or furnishings that are sold by Franchisee between the date of the notice of termination or nonrenewal, and the cessation of operation of the JFE Unit by Franchisee, pursuant to the termination or nonrenewal.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

:

HAWAII

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN HAWAII

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
2. 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.
3. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST FOURTEEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST FOURTEEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
4. 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.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

ILLINOIS

ADDENDUM TO FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT FOR USE IN ILLINOIS

In compliance with the Illinois Franchise Disclosure Act, the following specific disclosures, and amendments to the Franchise Agreement, are made for prospective Illinois franchisees:

1. YOU WILL OPERATE YOUR FRANCHISED SUSHI BAR WITHIN A 3RD PARTY FACILITY/STORE SELECTED BY THE FRANCHISOR. THE FACILITY/STORE MAY TERMINATE YOUR FRANCHISED SUSHI BAR AT ANY TIME, AND IT CAN REQUIRE YOU TO CHANGE THE WAY YOU OPERATE YOUR SUSHI BAR. THE FRANCHISOR IS NOT REQUIRED TO DISCLOSE TO YOU – THE TERMS OF ANY VERBAL OR WRITTEN AGREEMENT BETWEEN THE FRANCHISOR AND THE 3RD PARTY FACILITY/STORE.

THE OWNER WILL COLLECT AND RETAIN A PORTION OF GROSS SALES FROM YOUR SUSHI BAR. THE STORE OWNER WILL THEN TURN THE REMAINDER OF YOUR GROSS SALES OVER TO THE FRANCHISOR, WHO WILL RETAIN A PERCENTAGE FOR ITSELF. AFTER THE STORE OWNER AND FRANCHISOR HAVE BEEN PAID, ALONG WITH ADDITIONAL DEDUCTIONS FOR INSURANCE, EMPLOYEE SALARIES AND “OTHER CHARGES & PURCHASES”, YOU WILL BE PAID YOUR PORTION.

2. Notwithstanding anything in the Disclosure Document or Franchise Agreement, please note that the conditions under which the Franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, specifically Illinois Compiled Statutes 1992, Chapter 815, Sections 705/19 and 705/20.

3. Notwithstanding the provisions of Item 17.w., and Sections 23.01 and 23.05 of the Franchise Agreement, any litigation shall take place in Cook County, Illinois or other mutually agreeable location in Illinois. Any arbitration or mediation proceedings shall take place in Harris County, Texas.

4. The Franchise Agreement is made in the State of Texas but all rights and obligations thereunder, including specifically matters within the purview of the Illinois Franchise Disclosures Act, are governed by and construed under the laws of the State of Illinois.

5. Illinois law governs the Franchise Agreement.

6. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

7. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Disclosure Act.

8. 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, arbitration may take place outside of Illinois.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

INDIANA

**ADDENDUM TO FRANCHISE
AGREEMENT
FOR INDIANA FRANCHISES**

The Indiana Securities Division requires the following specific disclosures to be made to prospective Indiana franchisees:

1. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, please note that you do not have to sign any general release to renew or assign your franchise.

2. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, any arbitration or litigation arising under the Franchise Agreement shall take place in Indiana or other place mutually agreed by you and the franchisor. Under Indiana law, no litigation brought for breach of the Franchise Agreement may be limited in any manner whatsoever.

3. If there are any differences between Texas law and Indiana law regarding the franchise relationship, termination or renewal, franchise registration or franchise disclosure, the law of Indiana shall apply.

4. The rights of parties to punitive or exemplary damages in court proceedings in Indiana are not waived.

5. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, no action may be brought for a violation of the Indiana Deceptive Franchise Practices Act (Indiana Code 23-2-2.7) more than 2 years after the violation and no action may be brought to enforce any liability created under the Indiana Franchise Law (Indiana Code 23-2-2.5) more than 3 years after discovery by the plaintiff of the facts constituting the violation.

6. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, Franchisor may not require a franchisee to covenant not to compete with Franchisor in an area greater than the exclusive area granted by the Franchise Agreement, or in the absence of such provision, an area of reasonable size, upon termination or failure to renew the franchise.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

MARYLAND
ADDENDUM TO DISCLOSURE DOCUMENT

The franchise disclosure document for JFE Franchising, Inc. in connection with the offer and sale of franchisees for use in the State of Maryland shall be amended to include the following:

Item 17 of the Franchise Disclosure Document on "Renewal, Termination, Transfer and Dispute Resolution" is amended by the addition of the following:

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.

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

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11. U.S.C. Section 101 et. seq.).

MARYLAND

ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum is to a Franchise Agreement dated _____, 20__ between JFE Franchising, Inc. and _____ (Franchisee) to amend said Agreement as follows:

1. Section 4.2(i) of the Franchise Agreement on Right to Extend, and Section 11.4(u) of the Franchise Agreement on Transfer by Franchisee are amended by the addition of the following language to the original language that appears therein:

"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. Section 12.2(m) of the Franchise Agreement on Immediate Termination by Franchisor is amended by the addition of the following language to the original language that appears therein:

"Termination upon bankruptcy of the Franchisor may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)."

3. Section 16.21 of the Franchise Agreement on Limitation of Claims shall be amended by the addition of the following language to the original language that appears therein:

"; provided, however, that the limitation of such claims shall not act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

4. Section 16.12(d) of the Franchise Agreement on Governing Law/Dispute Resolution shall be amended by the addition of the following language to the original language that appears therein:

"Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

5. The Franchise Agreement shall be amended by the addition of the following language:

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

6. The Franchise Agreement shall be amended by the addition of the following language:

"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."

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

MARYLAND

ADDENDUM TO EXHIBIT J, DISCLOSURE ACKNOWLEDGEMENT STATEMENT

This Addendum is to Exhibit J, Franchisee Questionnaire between JFE Franchising, Inc. and (Franchisee) to amend said Questionnaire by adding the following:

"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."

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

MINNESOTA
ADDENDUM TO DISCLOSURE DOCUMENT

The following is added to Item 13 of the franchise disclosure document in Minnesota:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.12, Subd. 1 (g), which requires us to protect your rights to use the trademarks, service marks, tradenames, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

The following is added to Item 17 of the franchise disclosure document in Minnesota:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 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 agreement(s) 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 Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 (2) that consent to the transfer of the franchise will not be unreasonably withheld.

With respect to franchises governed by Minnesota law, we will comply with Minn. Rule 2860.4400D which prohibits us from requiring you 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.

We will comply with Minnesota Statutes, Section 80C.17, Subd. 5 regarding limitation of claims.

MINNESOTA

**ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

The undersigned agree to amend the Franchise Agreement as follows:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit 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 agreement(s) can abrogate or reduce (1) any of 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. In addition, Franchisor cannot require Franchisee to consent to Franchisor obtaining injunctive relief, although Franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

2. With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. The Franchise Agreement requires that Franchisee sign a general release upon renewal or transfer of the franchise. Minnesota Rule 2860.4400D prohibits Franchisor from requiring Franchisee to assent to a general release.

4. Notwithstanding anything to the contrary set forth in the Franchise Agreement, Franchisor will comply with Minnesota Statute Section 80C.12, Subd. 1(g) which requires that Franchisor protect Franchisee's right to use the trademarks, service marks, tradenames, logotypes or other commercial symbols or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. Section 16.21 of the Franchise Agreement on Limitations of Claims is amended by the addition of the following language to the original language that appears therein:

Franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5 regarding limitation of claims.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

NEW YORK

**ADDENDUM TO FRANCHISE AGREEMENT
AND DISCLOSURE DOCUMENT
FOR USE IN NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE 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 FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or

securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of 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 that 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.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

NORTH DAKOTA
ADDENDUM TO DISCLOSURE DOCUMENT

1. North Dakota residents and non-residents who own a franchise located in the State of North Dakota will enter into the North Dakota Addendum to Franchise Agreement in the form which is included as part of this Exhibit amending the franchise agreement that you sign with us to conform the franchise agreement to the requirements of North Dakota law.

2. Item 17(c) of the Franchise Disclosure Document is revised in North Dakota to delete the provision requiring you to sign a general release.

3. The following is added to Item 17(m) of the Franchise Disclosure Document in North Dakota, following the phrase “all documents required by us”:

“except for matters coming under the North Dakota Franchise Investment Law (“North Dakota law”).”

4. The following is added to Item 17(r) of the Franchise Disclosure Document in North Dakota:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

5. Item 17(v) of the Franchise Disclosure Document is revised in North Dakota to read: “Except for matters coming under the North Dakota law, the site of arbitration or litigation must be in Harris County, Texas.”

6. Item 17(w) of the Franchise Disclosure Document is revised in North Dakota to read as follows:

“Except for matters coming under the North Dakota law, Texas law applies (subject to state law).”

7. Item 17 shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

“Any provision requiring Franchisee to consent to liquidated damages or termination penalties is not enforceable. Under North Dakota law, liquidated damages provisions are void.

Any provision requiring Franchisee to waive the right to a jury trial or the right to collect exemplary or punitive damages is not enforceable under North Dakota law.

Any provision requiring Franchisee to pay all costs and expenses incurred by Franchisor in enforcing a Franchise Agreement is not enforceable under North Dakota law.

However, the prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorney's fees allowed by the mediator or court.

Any provision requiring Franchisee to consent to a limitations of claims is not enforceable. The statute of limitations under North Dakota law shall apply to claims arising under the Franchise Agreement.”

NORTH DAKOTA

ADDENDUM TO FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA

The undersigned agree to amend the Franchise Contracts as follows:

1. The agreements covered by this Addendum include all of the contracts, attached as exhibits to the Franchise Disclosure Document that JFE Franchising, Inc. ("Franchisor") has delivered to Franchisee, including the Franchise Agreement and all addenda and exhibits, training agreements, and purchase agreements (collectively the "Franchise Agreements"). Franchisee is a resident of the State of North Dakota or a non-resident who is acquiring franchise rights to operate a JFE sushi bar in the State of North Dakota,

2. The North Dakota Franchise Investment Law (the "Law") identifies certain franchisor practices to violate the North Dakota law as being unfair, unjust, or inequitable to franchisees in order to conform the Franchise Agreement with the requirements of the North Dakota law, the parties agree as follows:

a. To the extent that the covenants in the Franchise Agreements restrict competition in a manner contrary to the North Dakota Century Code Section 9-08-06, they may not be enforceable. A covenant not to compete may only apply during the term of a Franchise Agreement and may not apply after the Franchise Agreement ends for any reason. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under North Dakota law.

b. Any provision requiring Franchisee to agree to the mediation or arbitration of disputes at a location that is remote from the site of Franchisee's business is not enforceable. All matters being arbitrated under North Dakota law may be brought in a location agreeable to all parties.

c. Any provision requiring Franchisee to consent to the jurisdiction of courts outside of North Dakota is not enforceable. All matters coming under North Dakota law may be brought in the courts of North Dakota

d. Any provision requiring Franchisee to consent to liquidated damages or termination penalties is not enforceable.

e. Each of the Franchise Agreements shall be governed by, and construed in accordance with, the laws of the State of North Dakota to the extent required by North Dakota law.

f. Any provision requiring Franchisee to waive the right to a jury trial or the right to collect exemplary or punitive damages is not enforceable.

g. Any provision requiring Franchisee to pay all costs and expenses incurred by Franchisor in enforcing a Franchise Agreement is not enforceable. However, the prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorney's fees allowed by the mediator or court.

h. Any provision requiring Franchisee to consent to a limitations of claims is not enforceable. The parties agree that the statute of limitations under North Dakota law shall apply to claims arising under the Franchise Agreements.

i. Any provision requiring Franchisee to provide Franchisor with a general release shall not apply to Franchisee.

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota law are met independently without reference to this Addendum. This Addendum shall have no effect if the jurisdictional requirements of North Dakota law are not met.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code Ann. § 13.1-564, the Franchise Disclosure Document for JFE Franchising, Inc. for use in the State of Virginia shall be amended as follows:

1. 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 grounds for default or termination stated in the franchise agreement do 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.
2. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

VIRGINIA

**ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN VIRGINIA**

The undersigned hereby acknowledge and agree that:

1. All references in the Franchise Agreement which provide that the Franchise Agreement may be terminated for any reason are in violation of Section 13.1-564 of the Virginia Retail Franchising Act and are unenforceable.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Addendum.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

WASHINGTON

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT and FRANCHISE AGREEMENT FOR USE IN WASHINGTON

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

In any arbitration 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 executed by a 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 which 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable by a franchisor against an employee of the franchisee unless the employee's earnings from the party seeking enforcement, when annualized, exceed one hundred thousand dollars per year (an amount that will be adjusted annually for inflation). Pursuant to RCW 49.62.030, a noncompetition covenant is void and unenforceable by a franchisor against an independent contractor of the franchisee unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed two hundred fifty thousand dollars per year (an amount that will be adjusted annually for inflation). As a result, the franchisor will not require franchisees to have their employees and independent contractors sign any agreement that contains noncompetition covenants or the franchisor will direct franchisees to remove noncompetition covenants from agreements employees are required to sign.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or a franchisee or (ii) soliciting or hiring any employee of the franchisor. As a result, the franchisor will not require franchisees to sign any non-solicitation agreement or the franchisor will remove non-solicitation covenants from agreements franchisees are required to sign.

The undersigned does hereby knowledge receipt of this addendum.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

WISCONSIN

**ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN WISCONSIN**

The Wisconsin Franchise Investment Division requires the following specific disclosures to be made to prospective Wisconsin franchisees:

1. Notwithstanding Item 17c and Item 17f of this Disclosure Document, the Wisconsin Fair Dealership Law prohibits the termination, cancellation, nonrenewal or substantial change of the competitive circumstances of the franchise without good cause. JFE Franchising, Inc. must give you 90 days written notice of termination, cancellation, nonrenewal or substantial change of the competitive circumstances of the franchise. You have 60 days in which to cure the deficiency. The Wisconsin Fair Dealership Law supersedes any provisions contained in the franchise agreement that are not consistent with this law.

2. Notwithstanding Item 17v and Item 17w of this Disclosure Document, Wisconsin Statutes, specifically the Wisconsin Fair Dealership Law, Chapter 135, supersedes any provisions of the Franchise Agreement, if such provisions are in conflict with that law.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:
Title:

Name:
Title:

JFE - SNOW FOX

STATE EFFECTIVE DATES

EXHIBIT M TO 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 state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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.

JFE - SNOW FOX

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If JFE Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. [Please note however that (i) if the sushi bar will be in Michigan or you are a Michigan resident, Michigan requires you receive this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first; or (ii) if the sushi bar will be in New York or you are a New York resident, New York requires you to receive this Franchise 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 JFE Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state agency listed on Exhibit "A".

The franchisor is JFE Franchising, Inc., located at 2021 Bingle Road, Houston, Texas 77055. Its telephone number is (713) 463-7777.

Issuance date: March 4, 2022. See Exhibit M for effective dates in registration states.

The names, principal business address, and phone number of the franchise sellers offering the franchise are John Park and Kevin Yang, JFE Franchising, Inc., 2021 Bingle Road, Houston, Texas 77055, (713) 463-7777.

We authorize Stacy Kwon at JFE Franchising, Inc., 2021 Bingle Road, Houston, Texas 77055 to receive service of process for us, or if you are located in a franchise registration state outside of Texas, the agents listed in Exhibit "A" are authorized to receive service of process on behalf of franchisor.

I received a disclosure document dated March 4, 2022 that included the following Exhibits:

- | | |
|--|--|
| A State Franchise Administrators – Agents for Service of Process | G List of Franchised Outlets |
| B. Franchise Agreement and Exhibits (including General Release) | H List of Terminated Franchises |
| C Initial Training Agreement | I Financial Statements |
| D Addendum for Satellite Unit | J Disclosure Acknowledgement Statement |
| E Purchase Agreement and Exhibits | K Display Unit Ice Decoration Piece Lease Agreement (optional) |
| F Table of Contents of Manuals | L State Specific Addenda |
| | M State Effective Dates |

Date: _____

Signature of Prospective Franchisee

Print Name

(FDD JFE sushi 2022.008, FA JFE sushi 2022.001)

KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If JFE Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. [Please note however that (i) if the sushi bar will be in Michigan or you are a Michigan resident, Michigan requires you receive this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first; or (ii) if the sushi bar will be in New York or you are a New York resident, New York requires you to receive this Franchise 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 JFE Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state agency listed on Exhibit "A".

The franchisor is JFE Franchising, Inc., located at 2021 Bingle Road, Houston, Texas 77055. Its telephone number is (713) 463-7777.

Issuance date: March 4, 2022. See Exhibit M for effective dates in registration states.

The names, principal business address, and phone number of the franchise sellers offering the franchise are John Park and Kevin Yang, JFE Franchising, Inc., 2021 Bingle Road, Houston, Texas 77055, (713) 463-7777.

We authorize Stacy Kwon at JFE Franchising, Inc., 2021 Bingle Road, Houston, Texas 77055 to receive service of process for us, or if you are located in a franchise registration state outside of Texas, the agents listed in Exhibit "A" are authorized to receive service of process on behalf of franchisor.

I received a disclosure document dated March 4, 2022 that included the following Exhibits:

- | | |
|--|--|
| A State Franchise Administrators – Agents for Service of Process | G List of Franchised Outlets |
| B. Franchise Agreement and Exhibits (including General Release) | H List of Terminated Franchises |
| C Initial Training Agreement | I Financial Statements |
| D Addendum for Satellite Unit | J Disclosure Acknowledgement Statement |
| E Purchase Agreement and Exhibits | K Display Unit Ice Decoration Piece Lease Agreement (optional) |
| F Table of Contents of Manuals | L State Specific Addenda |
| | M State Effective Dates |

Date: _____

Signature of Prospective Franchisee

Print Name

(FDD JFE sushi 2022.008, FA JFE sushi 2022.001)

Please date and sign this Receipt and return to:

JFE Franchising, Inc., Attn: Sungjin Ryu, 2021 Bingle Road, Houston, TX 77055-1435
Or email to fdd@jfefood.com