#### FRANCHISE DISCLOSURE DOCUMENT

#### Hissho International, LLC

a Delaware limited liability company
Address Until September 2025:
11949 Steele Creek Road
Charlotte, North Carolina 28273
Address After September 2025:
3623 Lazy Hawk Road, Suite 101
Rock Hill, SC 29730
(704) 926-2200
franchiseinfo@hisshosushi.com
www.hisshosushi.com







**IBASHO SUSHI** 



# SUSHI WITH GUSTO

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

The total investment necessary to begin operation of a Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi, or Shizen franchised business is between \$26,849 and \$136,829, plus an additional \$0 to \$150,000 if you purchase an existing food retail unit. This includes \$18,750 to \$98,850 (plus an additional \$0 to \$150,000 if you purchase an existing food retail unit from our affiliate) that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.** 

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our VP of Legal Affairs or our Chief Operating Officer at 11949 Steele Creek Road, Charlotte, North Carolina 28273, and (704) 926-2200.

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

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

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

ISSUANCE DATE: April 11, 2025

# **How to Use This Franchise Disclosure Document**

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the Franchisor or at the Franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the Franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," or "Shizen" Franchised Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the Franchisor and other franchisees can compete with you.
Does the Franchisor have a troubled legal history?	Items 3 and 4 tell you whether the Franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," or "Shizen" franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

# What You Need to Know About Franchising Generally

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

<u>Business model can change</u>. 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.

<u>Supplier restrictions</u>. 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.

<u>Operating restrictions</u>. 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.

<u>Competition from Franchisor</u>. 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.

<u>When your franchise ends</u>. 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. <u>Out-of-State Dispute Resolution</u>. The franchise agreement requires you to resolve disputes with us by mediation, arbitration and/or litigation only in North Carolina. Out of state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in North Carolina than in your home state.
- 2. <u>Sales Performance Required.</u> You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
- 3. <u>Turnover Rate</u>. During the last 3 years, a large number of franchised outlets (594) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

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

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# **EXHIBITS**

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

#### The Franchisor

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

We are a Delaware limited liability company that was organized on March 29, 2017. We do business under the service marks and trade names "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," and "Shizen," and various other trademarks and/or service marks. Our principal place of business will be located at 11949 Steele Creek Road, Charlotte, North Carolina 28273 until September 2025, and our telephone number is (704) 926-2200. In September 2025 we will have a new principal place of business located at 3623 Lazy Hawk Road Suite 101 Rock Hill, SC 29730.

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

#### **Agent for Service of Process**

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

#### **Prior Experience**

We began offering franchises similar to the franchises offered by this Disclosure Document on September 6, 2013. From August 2020 to April 2023, we offered franchisees, through a separate Franchise Disclosure Document, the right to develop and operate sushi and wine bars that specialized in freshly prepared sushi and related Asian food products and serves craft beer and wine under the name "Hissho," "Hissho Sushi" "Hissho Sushi and Craft Beer Bar," "Hissho Asian Kitchen," or "Hissho Sushi and Wine Bar" ("Hissho Full Service"). We may offer franchises for Hissho Full Services again in the future. We have not otherwise offered franchises in any other line of business and do not conduct any other kind of business. We do not maintain a sales office at any location other than our principal place of business, and do not retain the services of any sales organization, except employees of our affiliate, Lwin Family Co, LLC (referred to as "Lwin").

# **Our Parent Companies**

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

Pursuant to an agreement and plan of merger dated April 7, 2022 (the "Merger Agreement"), AIH-Hissho Sushi, LLC and American Investment Holdings LLC, sold all their ownership interest in Parent to Hissho Sushi Merger Sub, LLC ("Hissho Sub"), a Delaware limited liability company. Upon closing of the

transaction and under the Merger Agreement, on May 18, 2022, Hissho Sub merged into Parent and Parent remained the surviving company. As a result of the transaction, our new ultimate parent is Hissho Sushi Holdings, LLC ("Hissho Holdings"), a newly formed Delaware limited liability company whose principal business address is 11150 Santa Monica Boulevard, Suite 1200, Los Angeles, CA 90025. Hissho Holdings is controlled by a private equity fund managed by Brentwood Associates ("Brentwood"), a private equity firm whose principal business address is 11150 Santa Monica Blvd., Suite 1200, Los Angeles, CA 90025.

# **Our Predecessors and Affiliates**

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

We have two affiliates, Lwin and Hissho Operations.

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

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

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

- 1. Blaze Pizza, LLC ("Blaze"), a California limited liability company located at 35 N. Lake Avenue, Suite 710, Pasadena, California 91101. Blaze is the franchisor for Blaze Pizza franchises. As of December 29, 2024, there were 254 franchised and 11 company-owned Blaze Pizza restaurants in operation in the United States.
- 2. Simply Southern Restaurant Group, LLC ("Simply Southern"), an Alabama limited liability company located at 2839 Paces Ferry Road SE, Ste. 500, Atlanta, GA, 30339-5732. Simply Southern is the franchisor for The Chicken Salad Chick franchises. As of December 31, 2024, there were 206 franchised and 82 company-owned The Chicken Salad Chick restaurants in operation in the United States.
- 3. Watermill Express Franchising, LLC ("Watermill Express"), a Colorado limited liability company located at 1177 South Fourth Avenue, Brighton, Colorado 80601. Watermill Express is the franchisor for Watermill Express station franchises. As of December 31, 2024, there were 105 franchised and 1,163 company-owned Watermill Express stations in operation in the United States.

#### The Business We Offer

This Disclosure Document offers the right to develop and operate Full Service Sushi Bars (with or without Satellite Sushi Bars) and Asian Food Bars (collectively referred to as "Food Retail Units" or "Franchises") under the name "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," or "Shizen." Full Service Sushi Bars and Satellite Sushi Bars are sometimes referred to collectively as "Sushi Bars." We decide whether to offer you a Sushi Bar or an Asian Food Bar, depending upon the suitability of the facility,

available square footage, the characteristics of the location, and other factors. We may offer you a single location or multiple locations over time. You will sign a Franchise Agreement to develop and operate a single location. If we offer you additional Food Retail Units and you accept, you will sign an addendum to your Franchise Agreement authorizing operation of the additional Food Retail Units.

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

The right to operate and the terms of operation of a Food Retail Unit are negotiated by us, or our affiliate, directly with the Retail Host. When we franchise a Food Retail Unit to you, you must comply with the requirements of the Retail Host in all respects, including (i) the maximum, minimum and other requirements the Retail Host establishes (as allowed by applicable law) with respect to the prices you may charge for products and services and (ii) any minimum sales/performance requirements with respect to the Food Retail Unit. We have no right to, and will not, establish maximum, minimum or other requirements with respect to the prices you may charge for products and services. If our or our affiliate's rights to the Food Retail Unit expire, are terminated, or are limited for any reason under the agreement with the Retail Host (including for a failure to satisfy any minimum sales/performance requirements), then your right to operate the Food Retail Unit will simultaneously terminate or be limited. If your rights are terminated or limited, we do not have any obligation to compensate you and we do not guaranty or promise that we will find you another location or offer another Food Retail Unit to you.

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

#### **Sushi Bars (Full Service & Satellite)**

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

<u>Satellite Sushi Bar</u>. Franchisees may also have prepackaged sushi display and merchandising cases at Retail Host locations in the vicinity of a Full Service Sushi Bar ("Satellite Sushi Bars"). Sushi is not prepared on site at a Satellite Sushi Bar but instead is prepared at a Full Service Sushi Bar and delivered to a Satellite Sushi Bar. Your franchise business may have only a Full Service Sushi Bar, or it may have one or more Full Service Sushi Bars and Satellite Sushi Bars. You may not obtain a Satellite Sushi Bar unless you also have a Full Service Sushi Bar. If we grant you the right to open Satellite Sushi Bars, you will prepare products at your Full Service Sushi Bar and deliver them to the Satellite Sushi Bars. If we obtain a suitable location for a Satellite Sushi Bar within the vicinity of one of your Full Service Sushi Bars, we may offer you the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If you request, and we grant you the right to open a Satellite Sushi Bar, or if we obtain a suitable location for a Satellite Sushi Bar and you

accept our offer to operate and deliver sushi products to that Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement detailing the terms of your operation of the Satellite Sushi Bar. There is no initial franchise fee for a Satellite Sushi Bar.

#### **Asian Food Bars**

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

#### The Franchise Agreement

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

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

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

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

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

Our typical franchised Food Retail Unit will be located within a Retail Host location in an urban or suburban location, with proximity to residential areas, near or in commercial areas. Typically, we, or our affiliate, will have an agreement with the Retail Host that gives us, or our affiliates, the right to operate, or to license a third-party the right to operate, a Food Retail Unit within the Retail Host. We will give you access to the Retail Host location as part of our franchise agreement. Sushi products will be purchased through the Retail Host's cash register system. The amounts you receive are referred to as Franchise Commissions and are stated in Attachment A to the Franchise Agreement. After the Retail Host retains its portion of the Gross Sales, which percentage will be pre-negotiated with us, the remaining sales will be submitted to us. If the Retail Host's portion of Gross Sales increases, we may, on notice to you, reduce your Franchise Commission to reflect that increase in money retained by the Retail Host. Any additional portion of the Gross Sales that are retained by the Retail Host will be deducted from your Franchise Commissions. We then retain and deduct from your Franchise Commissions any amounts you owe us under the terms of your Franchise Agreement,

plus any amounts you owe us for fees (see Item 6), financing costs (see Item 10), amounts you owe us or our affiliates for purchases of food and supplies, and any other monetary obligation that you have to us, or our affiliate. All amounts that we, or our affiliate, retain are deducted from your Franchise Commissions. We will remit to you the remainder of your Franchise Commissions. If there is a negative balance to your Franchise Commissions after all deductions, then your negative balance will be carried forward to the next month and be deducted from your next month's Franchise Commissions. We are never required to remit any funds to you until the Retail Host remits those funds to us. If occupancy costs and other costs imposed by the Retail Host are increased, this may also result in a reduction in your Franchise Commissions.

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

# **Market and Competition**

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

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

#### **Industry Specific Regulations**

Each franchised Food Retail Unit will be subject to Federal, State, and local health inspection authorities which govern the handling of food, temperatures, and other health considerations. Federal law and regulation impose specific requirements on the handling of fresh fish products under the Hazard Analysis Critical Control Points (HACCP) program. You or your Operating Principal must attend, receive, and hold a current ServSafe® Food Protection Manager Certification accredited by the American National Accreditation Board (ANAB) from either the National Restaurant Association or any third-party recommended on the ServSafe® website accredited by the ANAB, in addition to any safe food handling courses that may be required by the local municipality in which the Food Retail Unit is located. Each Full Service Sushi Bar and Asian Food Bar is required to have at least one ServSafe® certified person on duty at all times. Federal law also requires chain retail food establishments with more than 20 locations to disclose the number of calories of each standard menu item on the menu, and menu boards, make additional written nutritional information available to customers on request, and provide a statement on menu boards about the availability of additional information. In some states or municipalities, or other political subdivisions, there may be local regulations that limit foods offered for sale, or that require posting of calorie content or other nutritional information.

You should investigate these laws further.

#### **ITEM 2: BUSINESS EXPERIENCE**

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

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

#### **President: Matthew Wilken**

Mr. Wilken has served as our President since December 2024 in Charlotte, North Carolina; from January 2021 to November 2024, he served as our President/CFO in Charlotte, North Carolina; and from April 2018 to December 2021, he served as our President CFO in Charlotte, North Carolina.

### **Chief Operating Officer: Brian Kiel**

Mr. Kiel has served as our Chief Operating Officer since January 2021 in Charlotte, North Carolina; and from April 2018 to January 2021, he served as our Vice President of Operations in Charlotte, North Carolina.

#### **Chief Financial Officer: Joey Pruitt**

Mr. Pruitt has served as our Chief Financial Officer since January 2025 in Charlotte, North Carolina. From June 2023 to December 2024, he served the US CFO for Krispy Kreme in Charlotte, North Carolina, and from November 2017 to June 2023, he served as the Chief Accounting Officer for Krispy Kreme in Charlotte, North Carolina.

### **Chief Accounting Officer: May Vang**

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

#### Vice President of Operations and Director of Operations (West): Soe Naing Kyi

Mr. Kyi has served as our Vice President of Operations since December 2021 in Charlotte, North Carolina; and as our Director of Operations (West) since July 2018 in Charlotte, North Carolina.

# Vice President of Operational Innovation: Lauren McGraw Kraemer

Ms. Kraemer has served as our Vice President of Operational Innovation since September 2020 in Charlotte, North Carolina; and from January 2019 to September 2020, she served as our Sr. Director of Operational Innovation in Charlotte, North Carolina.

#### Vice President of Food Safety & Compliance: Rupesh Modi

Mr. Modi has served as our Vice President of Food Safety & Compliance since February 2022 in Charlotte, North Carolina. From June 2018 to April 2020, Mr. Modi served as the FESQA Program Lead/Food Compliance for Target in Minneapolis, Minnesota.

# **Director of Non-Traditional Operations: John Golaszewski Jr.**

Mr. Golaszewski has served as our Director of Non-Traditional Operations since September 2019 in Charlotte, North Carolina.

# **Director of Franchise Relations: Hsiao Yin Wen**

Ms. Wen has served as our Director of Franchise Relations since August 2019 in Charlotte, North Carolina; and from June 2018 to August 2019, she served as our Director of Procurement in Charlotte, North Carolina.

# **Vice President of Supply Chain: Nick Holt**

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

# **Director of Operations (East): Myo Kyaw Thu**

Mr. Thu has served as our Director of Operations (East) since July 2018 in Charlotte, North Carolina.

# Director of Operations (West): Thomas Knight

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

# **Director of Operations (Northeast): Jonathan Paros**

Mr. Paros has served as our Director of Operations (Northeast) since December 2023 in Charlotte, North Carolina. From March 2020 to December 2023, Mr. Paros served as VP of Operations for Quality Restaurant Group in Greensboro, North Carolina.

#### Director of Operations (Midwest): Kevin McDaniel

Mr. McDaniel has served as our Director of Operations (Midwest) since January 2024 in Charlotte, North Carolina. From January 2020 to November 2023, Mr. McDaniel served as the Director of Market Operations for Subway in Atlanta, Georgia. From March 2014 to December 2020, Mr. McDaniel served as the Director of Brand Development for Marwaha Group located in Corona, California.

#### Vice President of Business Development: Justin Carletti

Mr. Carletti has served as our Vice President of Business Development since April 2024 in Charlotte, North Carolina. From September 2017 to April 2024, Mr. Carletti served as the Director of Retail Partnerships-East for Eat Just, Inc. in Alameda, California.

#### **Director of Sales: Jennifer Brown**

Ms. Brown has served as our Director of Sales since January 2025 in Charlotte, North Carolina. From November 2023 to December 2024, Ms. Brown served as the Senior Business Manager, Albertsons for McCormick in Scottsdale, Arizona. From March 2023 to November 2023, Ms. Brown served as Director of Sales, Grocery & Mass for Now Cow in Scottsdale, Arizona. From February 2020 to March 2023, Ms. Brown worked for Glanbia Performance Nutrition in Scottsdale, Arizona, from January 2021 to March 2023 as its Director of Sales, West & Natural and from February 2020 to January 2021, as its Senior Customer Business Manager, West & Natural.

# **Director of Learning and Development: Yvette Healey**

Ms. Healey has served as our Director of Learning and Development since October 2024 in Charlotte, North Carolina. Ms. Healey was the Director of Leadership and Team Development for Marathon Health (formerly Everside Health) from October 2023 to October 2024, and the Senior Director of Learning & Development for Everside Health (formerly Healthstat Inc) from February 2018 to October 2023, in both cases in Denver, Colorado.

#### **Director of Account Management: Tanya Wilson**

Mrs. Wilson has served as our Director of Account Management since June 2024 in Greer, South Carolina; and from January 2021 to June 2024, she served as our Senior Sales Account Manager in Greer, South

Carolina. From December 2015 to January 2021, she served as a Sales Manager at a Sushi with Gusto in Greer, South Carolina.

#### **Director of Marketing: Jessica Gissal**

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

#### Sr. Director, FP&A: Joe Faist

Mr. Faist has served as our Sr. Director of FP&A since July 2023 in Charlotte, North Carolina. From March 2022 to July 2023, Mr. Faist served as the Finance Lead of Transformation Office and Strategic Initiative for Campbell Soup Company in Charlotte, North Carolina; and from July 2018 to March 2022, he served as its Sales Finance Senior Manager.

#### Sr. Director of Warehousing & Distribution: Corey Franks

Ms. Franks has served as our Sr. Director of Warehousing & Distribution since July 2023 in Charlotte, North Carolina. From January 2021 to December 2021, Ms. Franks served as the Pro Customer Fulfillment Delivery Manager for Lowe's Companies, Inc., in Charlotte, North Carolina. From January 2018 to December 2021, Ms. Franks served as National Operations Manager for Kuehne+Naegl in the Charlotte, North Carolina Division.

# **Director of Business Analytics: Jonathan Mattus**

Mr. Mattus has served as our Director of Business Analytics since August 2023 in Charlotte, North Carolina. From December 2021 to August 2023, Mr. Mattus served as our Sr. Financial Analytical Manager in Charlotte, North Carolina; and from August 2019 to December 2021, he served as our Financial Analytical Manager in Charlotte, North Carolina.

#### Director of Product Innovation: Chung Shu Yang

Mr. Yang has served as our Director of Product Innovation since April 2023 in Charlotte, North Carolina. From January 2020 to April 2023, Mr. Yang served as our Product Innovation Manager in Charlotte, North Carolina; and from April 2018 to January 2020, he served as our Corporate Trainer in Charlotte, North Carolina.

#### **ITEM 3: LITIGATION**

No litigation is required to be disclosed in this Item.

#### **ITEM 4: BANKRUPTCY**

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

#### **ITEM 5: INITIAL FEES**

#### **Initial Franchise Fee**

You must pay us, in a lump sum, a franchise fee (the "Initial Franchise Fee") upon execution of the Franchise Agreement for a Food Retail Unit. The Initial Franchise Fee for a Full Service Sushi Bar is \$7,500. The Initial Franchise Fee for an Asian Food Bar is also \$7,500. There is no Initial Franchise Fee for a Satellite Sushi Bar. The Initial Franchise Fee is deemed fully earned and non-refundable in consideration of administrative and other expenses incurred by us, and for our lost or deferred opportunity to franchise to others.

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

Number of Months Remaining on	Initial Franchise Fee		
Franchise Agreement	(for additional Food Retail Units		
(on effective date of the addendum)	after the first Food Retail Unit)		
Between 25 and 36 months remaining	\$7,500		
Between 13 to 24 months remaining	\$3,750		
Less than 13 months remaining	\$1,875		

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

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

#### **Purchase Price for Existing Units**

If you purchase an existing Food Retail Unit from our affiliate, or from another franchisee, you will have to pay for the goodwill of that existing business (representing the value of existing cash flow and relationships). Our affiliate has charged between \$0 and \$50,000 for the purchase of its existing locations but may charge a price of up to \$150,000 depending on the location's sales, customer volume, location, and other factors. We therefore estimate that the total purchase price for an existing Food Retail Unit will range between \$0 and \$150,000. This amount is separate and in addition to the Initial Franchise Fee.

#### **Training Fees**

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

<u>Sushi Chef Training Fee.</u> If any equity owners do not have sufficient sushi chef experience, they must take additional sushi chef training for 10 to 20 days at a location we designate. You are required to pay us an additional fee for sushi chef training of \$2,000 per person ("Sushi Chef Training Fee"). Therefore, the Sushi Chef Training Fee is \$2,000 per person.

# **Initial Equipment and Small Wares**

The initial cost of equipment and small wares ranges between \$1,000 and \$15,000 for each Full Service Sushi Bar, up to an additional \$2,000 for each Satellite Sushi Bar you open at the same time you open a Full Service Sushi Bar, and between \$1,000 and \$25,000 for each Asian Food Bar. These estimates do not include the

display case lease fee (if needed), or the label system (see below). Therefore, the initial cost of equipment and small wares is estimated to be between \$1,000 and \$17,000 for a Full Service Sushi Bar (assuming on the high end of the range that you open a Satellite Sushi Bar at the same time you open a Full Service Sushi Bar), and between \$1,000 and \$25,000 for an Asian Food Bar. The equipment and small wares are purchased from and payable to us, Lwin, or a third-party drop ship vendor approved by us or Lwin. Any amounts paid to us or Lwin are in all cases non-refundable. We may finance a portion of your initial cost of equipment and small wares (see Item 10). In some cases, the Retail Host may already have in place some of the required equipment. We will offer certain types of equipment for purchase, such as display cases, if they are not provided by the Retail Host. In some cases, you may purchase some small wares directly from third-party vendors and not from us.

#### Sushi Robot

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

#### **Hissho Label System Terminal**

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

# **Initial Food Inventory and Supply Purchases**

The initial costs for food inventory and supply purchases will range between \$5,000 to \$25,000 for each Full Service Sushi Bar or Asian Food Bar, and an additional \$1,000 to \$6,000 if you open a Satellite Sushi Bar at the same time you open a Full Service Sushi Bar. Therefore, the initial cost for food inventory and supply purchases is estimated to be between \$5,000 and \$31,000 for a Full Service Sushi Bar (assuming on the high end range you open a Satellite Sushi Bar at the same time you open a Full Service Sushi Bar), and between \$5,000 and \$25,000 for an Asian Food Bar. We estimate these initial food inventory and supply purchases will be sufficient to cover the opening of the Food Retail Unit and one-month of operations for each Full Service Sushi Bar or Asian Food Bar, and three months of operation for each Satellite Sushi Bar. You may not open a Satellite Sushi Bar without a Full Service Sushi Bar. The amount of food you will need to purchase will vary depending upon the volume of sales each Sushi Bar obtains.

#### Uniforms

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

#### **Insurance**

Before you open and operate your Franchised Business, we will obtain (on your behalf) your initial first-year Business Insurance Policy for your Food Retail Unit, and the cost of the policy will be added to your first statement. When the first-year policy is about to expire, you are responsible for purchasing and maintaining,

on an annual basis and at your sole expense, the required insurance coverage that we specify below. We estimate that the cost of the Business Insurance Policy for your first year will range from \$500 to \$5,000.

#### **Manuals**

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

# **Point-of-Sale and other Marketing Materials**

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

#### Initial Background Check, Credit Check, and Drug Test Fee

After your application has been approved, you will be required to pay to us a non-refundable background check, credit check, and drug test fee of \$150 per person for each owner or shareholder/member (the "Initial Background Check, Credit Check, and Drug Test Fee"). There is no application fee.

#### **Local and State Business License Fees and Permits**

Before you can open and operate your Franchised Business, local and state governments may impose and require various business, resale, and food licenses, permits, and fees, including health inspection fees or other charges. Because they must be secured and obtained before your Food Retail Unit can open, it is our standard practice to obtain them for you, and you will reimburse us for the costs and fees (and any annual and/or renewal of these licenses and/or permits), which will be deducted from your Franchise Commissions, along with a Convenience Fee of \$100 per license/permit. We estimate the cost to acquire the licenses and permits (excluding those for business entity formation) to range from \$100 to \$6,000. The costs of licenses and permits will vary by location of the Franchised Business. All fees are non-refundable.

# **General Information**

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

**ITEM 6: OTHER FEES\*** 

(Column 1)	(Column 2)	(Column 3)	(Column 4)
Type of Fee	Amount	<b>Due Date</b>	Remarks
Compensation to Franchisor	Varies by location and Retail Host. Typically, 26% of Gross Sales to Retail Host and 0% to 25% of Gross Sales to us but amounts may vary widely.	Sales for the previous month.  May be deducted directly	See Note 1
Brand Fund Contribution	Up to 2% of Net Sales	May be deducted directly from your Franchise Commissions.	See Note 2

(Column 1) <b>Type of Fee</b>	(Column 2) Amount	(Column 3) <b>Due Date</b>	(Column 4) Remarks
Sales Inquiry Fee	\$100 per monthly statement for which sales or other financial information is requested by you	Each time a sales report is requested by you. May be deducted directly from your Franchise Commissions.	See Note 3
Ongoing food purchases, supplies, and condiments	Varies depending upon sales volume of the Food Retail Unit.	Monthly Statement. May be deducted directly from your Franchise Commissions.	See Note 4
Monthly Food Display Case Lease Fee	\$500 per monthly statement	Monthly statement. May be deducted directly from your Franchise Commissions.	See Note 5
Ordering Non- Compliance Fee	The difference between the amount that Food Retail Unit should have ordered to meet production needs, based on its sales volume, and the amount of your actual supply order from our affiliate.	Payable on demand. May be deducted directly from your Franchise Commissions.	This is to prevent franchisees from purchasing ingredients from unapproved sources.
Annual Point-of- Sale Marketing Material Fees	Up to \$4,000 per year per Food Retail Unit	On demand. May be deducted directly from your Franchise Commissions.	See Note 6
Transfer Fee	\$2,500 per transferred Food Retail Unit	Payable prior to approval of transfer. May be deducted from your Franchise Commissions.	See Note 7
Renewal Fee	100% of the amount of our then- current franchise fee at the time of renewal; or 12.5%, 25% or 50% of the amount of our then- current franchise fee, depending on your average weekly sales.	Payable upon signing of Renewal of Franchise Agreement. May be deducted directly from your Franchise Commissions.	See Note 8
Lab Test to Examine Food	\$2,000 per food item test.	On demand. May be deducted directly from your Franchise Commissions.	See Note 9
Request for Approval of New Product, Supplier or Vendor	\$500 plus our out-of-pocket expenses for investigation expenses per product item or vendor.	On demand. May be deducted directly from your Franchise Commissions.	See Note 10
Annual Recurring Loan Fee for SSOP/HACCP Food Safety Plan Book	\$150 per year for each Food Retail Unit type (excluding delivery locations)	On demand. May be deducted directly from your Franchise Commissions.	See Note 11
Annual and/or Renewal Local and State Business License and Permit Fees	\$100 to \$6,000 per year	On demand. May be deducted directly from your Franchise Commissions.	See Note 12
Convenience Fee to obtain and/or renew State and Local Licenses and	\$100 per license	On demand. May be deducted directly from your Franchise Commissions.	See Note 12

(Column 1) <b>Type of Fee</b>	(Column 2) Amount	(Column 3) <b>Due Date</b>	(Column 4) <b>Remarks</b>
Permits Resale Certificates	TIMOUNT	Due Due	TOMA NO
Customer Satisfaction Fee	\$500 per incident, plus our costs of travel, lodging, and meals to remedy.	On demand. May be deducted directly from your Franchise Commissions.	See Note 13
Third-Party Inspection Fee	\$100 per inspection conducted by a designated third-party	On demand. May be deducted directly from your Franchise Commissions.	See Note 14
Non-Compliance Fee	\$500 per incident	On demand. May be deducted directly from your Franchise Commissions.	See Note 15
Special On-Site Support Fee	\$500 per day, plus our cost of travel	or training. May be deducted directly from your Franchise Commissions.	See Note 16
Lost or Replaced Franchise Manual	\$1,000	On demand. May be deducted directly from your Franchise Commissions.	See Note 17
Additional Training Session Fee	\$200 per person per day	On demand after training provided. May be deducted directly from your Franchise Commissions.	See Note 18
Failure to attend Mandatory, Additional, and Ongoing Training Session Fee	\$250 per trainee per day	On demand. May be deducted from directly your Franchise Commissions.	See Note 19
Additional Mandatory Training for Default	\$500 per day plus our representative's travel, food and lodging cost	On demand. May be deducted directly from your Franchise Commissions.	See Note 20
Administration/ Web Fee	\$100 per monthly statement, but may be increased to a maximum of \$250 per monthly statement	Monthly statement. May be deducted directly from your Franchise Commissions.	See Note 21
Initial Background Check, Credit Check, and Drug Test Fee	\$150 per owner or shareholder/member	On demand after consent is given to run checks/tests on new owners.	See Note 22
Recurring Background Check Fee	Actual cost of each member of your personnel's background check	1	See Note 22
Interest on Unpaid or Past Due Amounts Owed	8% annual interest or the highest rate permitted by law	On demand. May be deducted directly from your Franchise Commissions.	
Food Retail Unit Drop Fee	\$1,500 per Food Retail Unit discontinued by you with our approval		See Note 23

(Column 1) <b>Type of Fee</b>	(Column 2) Amount	(Column 3) <b>Due Date</b>	(Column 4) Remarks
Early Termination	\$5,000 per Food Retail Unit that	On demand. May be deducted	See Note 24
Fee	is terminated early because of	directly from your Franchise	500 1 (500 2 )
	your default	Commissions.	
Sampling Services	\$0 to \$180 per day	On demand when service is	See Note 25
Fee	The state of the same	provided. May be deducted	
		directly from your Franchise	
		Commissions.	
Transfer to New	\$250	Upon your request to transfer.	See Note 26
Entity (at your		May be deducted directly	
request)		from your Franchise	
		Commissions.	
Garnishment/Levy	\$100 for each receipt of notice of	On demand. May be deducted	See Note 27
Fee	garnishment or levy	directly from your Franchise	
		Commissions.	
Insurance (initial	\$500 to \$5,000 per year	On demand. May be deducted	See Note 28
first-year policy &		directly from your Franchise	
subsequent annual		Commissions.	
policies)			
Insurance Service	\$100, plus the cost of insurance	On demand. May be deducted	See Note 29
Fee		directly from your Franchise	
		Commissions.	
Express Handling	\$200	On demand. May be deducted	See Note 30
Fee		from your Franchise	
		Commissions.	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Technology Fee	\$125 per monthly statement, but	Per monthly statement. May	See Note 31
	may be increased to a maximum	be deducted directly from	
D + 0 F	of \$300 per monthly statement	your Franchise Commissions.	G N. 22
Data Overage Fee	\$10 per 1GB based on current	On demand. May be	See Note 32
	market rate for data	deducted from your	
Hissho Label	\$1,000 per lest or demaged	Franchise Commissions.	See Note 33
System	\$1,000 per lost or damaged piece of equipment	On demand. May be deducted from your	See Note 33
Replacement Fee	piece of equipment	Franchise Commissions.	
Hissho Label	\$1,500 Non-Return Fee (per	On demand. May be	See Note 34
System Non-Return	Hissho Label System) if, upon	deducted from your	Sec Note 34
Fee System Non-Return	expiration or termination of	Franchise Commissions.	
	your Franchise Agreement, you	Transmise Commissions.	
	fail to return to us the equipment		
	and/or software associated with		
	the Hissho Label System		
Negotiated Retail	The percentage we designate of	Amounts will be retained	See Note 35
Price Increase Fee	the additional Net Sales	prior to the payment of	
	generated as a result of a	Franchise Commissions.	
	Negotiated Retail Price Increase		
Food Invoice and	6% of the amount of each	Upon payment of the	See Note 36
Handling Fee	applicable invoice	applicable invoice.	
_			

(Column 1)	(Column 2)	(Column 3)	(Column 4)	
Type of Fee	Amount	<b>Due Date</b>	Remarks	
Cooperative Advertising Programs	As Cooperative determines	As Cooperative directs	See Note 37	

- \* Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us. All fees are uniform and nonrefundable.
- 1. You do not receive payments from customers for the sales of goods and services from your Food Retail Units. Those payments will be made directly to the Retail Host where the Food Retail Unit is located and paid directly by the customer through the Retail Host's POS System. As defined in the Franchise Agreement, "Gross Sales" includes all revenue from the sale of all services and products related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit; except that "Gross Sales" does not include any sales taxes or other taxes collected from customers for transmittal to the appropriate taxing authority.

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

When we receive the Net Sales from the Retail Host, we will remit to you, on a 4-week cycle (13 per year), via direct deposit electronic transfer of funds ("EFT") into your bank account (see Franchisee Direct Deposit Banking Authorization form attached as Attachment C to the Franchise Agreement), the franchise commission that we agree with you in the Franchise Agreement for each individual Food Retail Unit (your "Franchise Commissions"), but only after we perform a reconciliation by first deducting from your Franchise Commissions: (i) all amounts owed to us, including all fees listed in this Item 6; (ii) all amounts you owe to Lwin and/or affiliated suppliers for food and supplies and other purchases made by you, and (iii) any other amounts owed to us arising from loans, financings, advances, credits or deferrals made to you by us or our affiliates. After all deductions, we will remit the remainder of your Franchise Commissions to you. If after all deductions from the Franchise Commission there remains a negative balance, the negative balance will be carried forward to the next month, and if necessary, additional subsequent months, and the negative balance shall be deducted from your next Franchise Commissions. You will not be entitled to any Gross Sales or Net Sales except, in the amount of the Franchise Commissions after all deductions.

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

Typically, the Retail Host will make monthly payments to us, but the payment terms may vary from two week intervals up to three months between payments from the Retail Host. If we do not receive a monthly report from the Retail Host and the amount of Gross Sales is unknown, we may estimate the amount of the Gross Sales for that reporting period, and note on your account the amounts you owe us. Upon receipt of

payment from the Retail Host, we will withhold those amounts you owe us for previous months' Franchise Commission. We are not required to pay your Franchise Commissions until the Retail Host pays Lwin and us. Any debits or reductions made by the Retail Host, which may include under payments from previous reporting periods, will also be deducted from your Franchise Commissions.

- 2. You will make a Brand Fund Contribution of up to 2% of your Net Sales each week in the same manner as you pay us other fees. We may increase the Brand Fund Contribution up to a max of 2% of your Net Sales upon 30 days written notice to you.
- 3. If you ask for an accounting for evidence of amounts we receive from the Retail Host, or other information more detailed than what is provided to you in your monthly report/statement, we will charge you a Sales Inquiry Fee of \$100 per monthly statement for which you request additional sales or other information. Therefore, if you ask for evidence of amounts we received from a Retail Host for a three-month period, your fee will be \$300 (\$100 per monthly statement). This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable.
- 4. On an ongoing basis, you may buy produce for your own account. On occasion, at our discretion, we may maintain an account at the Retail Host or other supplier of produce from which you may order. If you order on our account, you will be required to repay us, and these amounts owed may be deducted by us from your Franchise Commissions. Food purchased, supplies, condiments, third-party drop ship vendor purchases approved by us or Lwin, and the cost of freight are imposed by and payable to our affiliate Lwin (See Item 7) and are not refundable.
- 5. In some cases, the Retail Host may provide some of the equipment required in place. If the Retail Host does not provide a food display case, we will acquire a food display case and charge you a leasing cost of \$500 per monthly statement (see Item 7).
- 6. We estimate an additional \$2,000 per Food Retail Unit of annual Point-of-Sale marketing materials will be provided to you during each year of operation to promote your Food Retail Unit and the brand. The maximum annual payments that you will be required to make are \$4,000 per Food Retail Unit. These estimated amounts will be paid to us as these materials are created, and cost of services provided to you will be deducted from your Franchise Commissions.
- 7. Payable when a request for transfer is made, alone or together with other previous, simultaneous, or proposed transfers, that would have the effect of transferring a controlling interest in your corporation, or limited liability company, or your Franchise Agreement. The fee is reimbursement for our reasonable costs and expenses for the review of the application for a transfer. We do not allow transfer of control of your franchise entity, or your Food Retail Unit, until you have operated the Food Retail Unit for at least one year. In no case, may you transfer less than all Food Retail Units that you own, and in all cases transfer is subject to our approval. Transfer fees are imposed by us on all franchisees, are payable to us, and are not collected on behalf of, nor paid to any third-party, and are non-refundable.
- 8. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable.
- 9. To ensure food safety, we may laboratory test your food for safety, on occasion, in our discretion. Our cost to do so with an outside laboratory may be more or less than the amount we charge you, but we will charge you a flat fee of \$2,000 per food item. This fee is imposed by, and payable to us, and is not collected on behalf of, nor paid to any third-party except, we may incur costs from testing. All fees are non-refundable.
- 10. If you ask us to consider, or review, a new product as part of your Food Retail Unit, or request that we approve a vendor, supplier, or manufacturer that is not currently approved, we will charge \$500 per

request, plus our out-of-pocket costs for investigation and review. Our out-of-pocket expenses will include the cost of travel for our representatives, including costs of international travel if the food vendor is located or ships from a location outside the United States. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable (see Item 8).

- 11. The annual recurring loan fee for the SSOP/HACCP Food Safety Plan Book, which is assembled by us and loaned to you, is \$150 per year per Food Retail Unit type (excluding delivery locations). It contains materials from vendors regarding the safety of food items as required by federal food regulation. A SSOP/HACCP Food Safety Plan Book is provided to you for every Food Retail Unit type you franchise. You will be required to return the SSOP/HACCP Food Safety Plan Book to us upon expiration or termination of your Franchise Agreement. All materials are given on loan and remain our property. All fees are payable to us and are non-refundable.
- 12. We estimate the annual cost to renew the various required business, resale, and food licenses and permits associated with maintaining and operating your Food Retail Unit (after the initial licenses and permits are acquired) will range from \$100 to \$1,000. If we obtain or maintain them on your behalf, you will reimburse us for the costs and fees which will be deducted from your Franchise Commissions, along with a Convenience Fee of \$100 per license/permit. The costs of licenses and permits will vary by location of the Franchised Business. All fees are non-refundable.
- 13. This charge is intended to compensate us for our efforts in addressing and resolving customer complaints about your franchise by the Retail Host or your customers. This fee is imposed by, and payable to us, and is intended to cover the cost of compensation for steps taken to satisfy customers or the Retail Host, plus our cost of travel if necessary, and other steps we may take, is not collected on behalf of, nor paid to, any third-party and is non-refundable. The travel expenses that you will have to pay include our costs of transportation, lodging, meals, and any other costs incidental to the travel. This fee is not refundable.
- 14. This fee is charged each time we use a designated third-party to conduct an inspection of your Food Retail Unit, irrespective of whether your Food Retail Unit passes or fails the inspection.
- 15. This fee is charged for each incident of non-compliance of your operational obligations under the requirements, procedures, or policies of the Franchise Agreement, Franchise Manual, or the SSOP/HACCP Food Safety Plan, upon notice to Franchisee, whether or not you are entitled to cure the deficiency under the Franchise Agreement.

This fee may also be charged to you for "repeated" failure to maintain required insurance coverages, in addition to the cost of the insurance if we must obtain it for you, and in addition to the Insurance Service Fee (see below) which we may also charge you. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.

- 16. If either at your request, or at the request of the Retail Host, you or an employee fail to be present as required, we may, as may be necessary to support your Food Retail Unit, provide on-site assistance. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.
- 17. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable if you lose your Franchise Manual.
- 18. We provide additional training of up to four sessions per year for one or two days each. The Operating Principal, and your other equity owners, are required to attend these sessions. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party, and is non-refundable. See Item 11 for discussion of training programs provided.

- 19. We provide mandatory, additional, and ongoing training. If your Operating Principal, and/or any of your equity owners, fail to attend required training sessions after you begin operating your Food Retail Unit, you will be required to pay the Additional Training Session Fee. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.
- 20. If we have notified you of a default of operating procedures or requirements under the Franchise Agreement, the Franchise Manual, or SSOP/HACCP Food Safety Plan, and you have failed to cure the operating default within the time specified in the notice of default, we may require your Operating Principal and your other equity owners to take a one or two day mandatory remedial default training. This fee is charged for the daily training session and not on a per person basis. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.
- 21. This fee is paid to us for our maintenance of the Hissho web site, other web services, email system, and for the cost of providing you an email address at @hsfran.com. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable. We may increase this fee up to a maximum of \$250 per monthly statement to account for our increased costs and administrative expenses.
- 22. The Initial Background Check, Credit Check, and Drug Test Fee is collected at the time you give consent to a background check, credit check, and drug test for any of your new owners, and must be paid for each owner or shareholder/member of the franchise. We are required by certain Retail Hosts to run a background check on franchisees and their personnel every 15 months after the first year of operations. If this is required by the Retail Host, you will be charged the actual cost of the background check on a recurring basis for each member of your personnel every 15 months (the "Recurring Background Check Fee"). The Initial Background Check, Credit Check, and Drug Test Fee and Recurring Background Check Fee are imposed by and payable to us, are not collected on behalf of, nor paid to any third-party, and are non-refundable.
- 23. This fee is imposed by and payable to us, is not collected on behalf of, nor paid to, any third-party and is non-refundable. This fee is payable when you seek to discontinue a particular Food Retail Unit without our approval. You do not have the right to discontinue operations of your Food Retail Unit, but if you request the right to discontinue operations, or "drop" the Food Retail Unit, and if we are able to locate a franchisee to operate the dropped Food Retail Unit and permit you to "drop" it, then you will be required to pay the Food Retail Unit Drop Fee.
- 24. This Early Termination Fee is payable if your Franchise Agreement is terminated before expiration of the term of your Franchise Agreement as a result of your default of the Franchise Agreement, or if you abandon or refuse to operate the Food Retail Unit before the end of the term of that Food Retail Unit provided in your Franchise Agreement. You do not have the right to discontinue operations of your Food Retail Unit without our approval before the end of the term of your Franchise Agreement, but if you do discontinue or abandon your operation, or if your franchise right to operate your Food Retail Unit is terminated, in that case we may charge you this fee for each Food Retail Unit that is affected. In addition to this fee, you may also be required to compensate us for our damages that include travel expenses, labor, and employee cost to operate the Food Retail Unit, food products removed and unpaid and other expenses to operate the Food Retail Unit. This fee is imposed by, and payable to us, is not collected on behalf of, nor paid to any third-party and is non-refundable.
- 25. This fee is payable based upon our cost of providing food sampling services at your location in the event you fail to provide the sampling requirements of the Retail Host. You are required to provide food samples under our "Engaged Sampling Program" that is described in the Franchise Manual. This requirement is a daily requirement, or as often as the Retail Host permits or directs. If you fail to follow the requirements of the program, we will send third-party contractors, or our employees to follow through on the "Engaged

Sampling Program." If we send employees, or third-party contractors, we will charge you a fee which will include our hourly costs to pay our employee or a third-party, plus an additional charge of \$3.00 per hour per person for this service. We may provide customer sampling ourselves or use third-party contractors to provide sampling of the products your Food Retail Unit produces. All fees are non-refundable.

- 26. This fee is payable upon your request, if you request, to transfer or assign an interest between shareholders or members but that transfer does not constitute a change of control, if you seek a name change of a Franchisee entity, or if you transfer your interest to another entity that is wholly owned by you, all of which requirements and amounts may be modified by posting in the Franchise Manual.
- 27. This fee is payable upon each request we receive from a third-party seeking to levy or garnish amounts you owe to third parties. This fee is imposed by, and payable to, us and is not collected on behalf of, nor paid to, any third-party and is non-refundable.
- 28. Before you open and operate your Franchised Business, we will obtain (on your behalf), your initial first-year Business Insurance Policy for your Food Retail Unit, and the cost of the policy will be added to your first statement. When the first-year policy is about to expire, you are responsible for purchasing and maintaining, on an annual basis and at your sole expense, the required insurance coverage that we specify below. The estimate in the chart is for the annual insurance expenses for a single Food Retail Unit. Costs vary among different underwriters and may be based on variables including types of coverage, amounts of coverage, how long you have been in business, your financial condition, your prior risks and location of your Food Retail Units. In some cases, you may be required to pay the entire annual premium upon entering into an insurance contract. We require that you maintain, at all times, general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual.
- 29. If you do not maintain the required insurance coverage that we specify, we may (but are not obligated to do so), obtain it for you. If we obtain the insurance for you, we may charge you, in addition to the cost of the insurance, an Insurance Service Fee of \$100 for each occasion we make insurance payments on your behalf, plus a Non-Compliance Fee (see above). The Insurance Service Fee is imposed by, and payable to us and, except for the cost of the required insurance, is not collected on behalf of, nor paid to, any third-party and is non-refundable.
- 30. If you fail to order inventory and supplies before each Monday at 3:00 p.m., you will be charged an Express Handling Fee of \$200.
- 31. You will be required to pay us a Technology Fee of \$125 per monthly statement. We may determine how, and for what purposes the Technology Fee will be used, which may include covering our costs or paying fees to third party providers for technology development, maintenance, and usage for the System and subscription, license and other similar fees so that franchisees have access to and can use certain technology tools (e.g., the Hissho Label System). This fee is imposed by, and payable to us, and is non-refundable. We may increase this fee up to a maximum of \$300 per monthly statement to account for our increased costs and administrative expenses.
- 32. This fee is paid to us if your wireless data usage associated with the Hissho Label System exceeds the monthly allotted limit of 100mb. This fee is imposed by, and payable to us, and is non-refundable.
- 33. This fee is charged to you for equipment that is lost or damaged beyond repair (per lost or damaged piece).

- 34. This fee is charged to you if you fail to return to us the equipment and/or software associated with the Hissho Label System upon expiration or termination of your Franchise Agreement.
- 35. We will retain the percentage that we designate of the additional Net Sales generated from a Negotiated Retail Price Increase. The term "Negotiated Retail Price Increase" means an increase in the retail sales price for food and beverage products from your applicable Food Retail Units resulting from negotiations between you and the Retail Host.
- 36. If you do not purchase food products from us or our affiliates, we may change you a Food Invoice and Handling Fee up to 6% of the amount of the invoice. This fee will be added to the amount of the invoice. You will pay this fee at the same time you pay the applicable invoice.
- 37. We encourage our franchisees to voluntarily form and operate cooperative advertising programs for Food Retail Units (each a "Cooperative"). Although there are not currently any regional or national Cooperatives, we may, in our sole discretion, in the future form, develop, and coordinate Cooperatives. If a Cooperative is formed for your region, you must become a member. The membership of the Cooperative would be defined by us by market area. Membership of the Cooperatives will include Food Retail Units managed and/or owned by us and our affiliates. Each member of the Cooperatives, including Food Retail Units managed and/or operated by us or our affiliates, will have one vote. We reserve the right at any time, in our sole discretion, to form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures.

#### ITEM 7: ESTIMATED INITIAL INVESTMENT

#### YOUR ESTIMATED INITIAL INVESTMENT

(Column 1) <b>Type of expenditure</b>	(Column 2) Estimated Low Amount	(Column 3) Estimated High Amount	(Column 4)  Method of payment	(Column 5) When due	(Column 6) To whom payment is to be made
Initial Franchise Fee <sup>(1)</sup>	\$7,500	\$7,500	Lump Sum	At signing of Franchise Agreement	Us
Insurance <sup>(2)</sup>	\$500	\$5,000	As arranged	As incurred	Us & Insurer Carrier
Training (Initial, Sushi Chef) <sup>(3)</sup>	\$3,500	\$13,000	Lump sum and as incurred	Prior to training and expenses during training	Us and suppliers of food and lodging
ServSafe® Food Protection Manager Certification <sup>(4)</sup>	\$99	\$179	As incurred	Prior to training	Third Parties
Professional Advisors <sup>(5)</sup>	\$1,000	\$5,000	As arranged	As incurred	Attorneys, accountants, 3 <sup>rd</sup> party service providers, and other professional advisors

(Column 1)  Type of expenditure	(Column 2) Estimated Low Amount	(Column 3) Estimated High Amount	(Column 4)  Method of payment	(Column 5) When due	(Column 6) To whom payment is to be made
Point-of-Sale and Other Marketing Materials <sup>(6)</sup>	\$300	\$2,000	Deducted as expense before we pay amounts you earn	When delivered to you	Us, Lwin or suppliers of materials
Initial equipment & small wares <sup>(7)</sup>	\$1,000	\$25,000	As arranged	As incurred	Lwin and approved suppliers
Sushi robot <sup>(7)</sup>	\$0	\$14,000	As arranged	As incurred	Lwin and approved suppliers
Hissho Label System Terminal <sup>(7)</sup>	\$1,500	\$1,500	As arranged	As incurred	Lwin and approved suppliers
Initial food inventory and supply purchases <sup>(8)</sup>	\$5,000	\$31,000	As arranged	As incurred	Lwin
Uniforms <sup>(8)</sup>	\$400	\$400	As arranged	As incurred	Lwin
Local and State Business License Fees and Permits <sup>(9)</sup>	\$100	\$6,000	As arranged	As incurred	Us
Confidential Franchise Manual Loan Deposit Fee & Initial Loan Deposit SSOP/HACCP Food Safety Plan Book Fee <sup>(10)</sup>	\$300	\$300	Deducted as expense before we pay amounts you earn	When delivered to you	Lwin
Initial Background Check, Credit Check, and Drug Test <sup>(11)</sup>	\$150	\$150	As arranged	In advance as incurred	Us
Computer (hardware & software) <sup>(12)</sup>	\$500	\$800	As arranged	As incurred	Third Parties
Additional funds (3 months initial phase) <sup>(13)</sup>	\$5,000	\$25,000	As arranged	As incurred	N/A
Total*	\$26,849	\$136,829			

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

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

<sup>1.</sup> The Initial Franchise Fee for your first Food Retail Unit is \$7,500. The Franchise Fee for second and subsequent Food Retail Units are prorated depending upon the length of term remaining on the Franchise Agreement for your first Food Retail Unit. Initial Franchise Fees are discussed in Item 5.

2. Before you open and operate your Franchised Business, we will obtain (on your behalf), your initial first-year Business Insurance Policy for your Food Retail Unit, and the cost of the policy will be added to your first statement. After the initial first-year policy has expired, you are responsible for purchasing and maintaining, at your sole expense, the required insurance coverage that we specify below. The figures in the chart are estimated annual insurance expenses for a single Food Retail Unit. Costs vary among different underwriters and may be based on variables including types of coverage, amounts of coverage, how long you have been in business, your financial condition, your prior risks and location of your Food Retail Units. In some cases, you may be required to pay the entire annual premium upon entering into an insurance contract. We require that you maintain, at all times, general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual.

If you do not maintain the required business insurance coverage that we specify, we may (but are not obligated to), obtain it for you and deduct it from your Franchise Commissions (see Item 6). If we obtain the business insurance for you, we may charge you, in addition to the cost of the insurance, an Insurance Service Fee of \$100 for each occasion we make insurance payments on your behalf, plus a Non-Compliance Fee.

3. The training fees and related costs shown are for an Operating Principal of a single Sushi Bar or an Asian Food Bar. There is an Initial Training Program for Sushi Bars and a separate Initial Training Program for Asian Food Bars. Each Initial Training Program will last 10 days if taken separately. If the Initial Training Programs for a Sushi Bar and Asian Food Bar are taken at the same time, the number of training days will be adjusted to 15 days in total to avoid duplication of material. You are required to pay an Initial Training Fee of \$2,000 per person for each of the Initial Training Program for the Sushi Bar and the Initial Training Fee of \$3,000 per person if the Initial Training Program for the Asian Food Bar are taken at the same time. Therefore, the total Initial Training Fees range between \$2,000 and \$4,000 per person. In addition, you will need to arrange for transportation/travel, food, and lodging for the Operating Principal and your other equity owners to be trained at our headquarters in Charlotte, North Carolina (see below for these costs). The applicable Initial Training Program must be completed at our headquarters in Charlotte, North Carolina. See Item 11 for discussion of training programs provided.

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

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

4. Each Full Service Sushi Bar and Asian Food Bar is required to have at least one certified ServSafe® Food Protection Manager on duty at all times. Currently, you or your Operating Principal must obtain the ServSafe® Manager certification from either the National Restaurant Association, or any third-party recommended on the ServSafe® website that is accredited by the American National Accreditation Board (ANAB), but we may provide it in the future. The estimated cost for one person to obtain Food Protection Manager certification online through the ServSafe® website ranges between \$99-\$179 (not including the retesting fee, where applicable). For the ServSafe® Manager online course & proctored exam it's approximately \$179. For just the ServSafe® Manager online proctored exam (without the 8-hour course) it's

approximately \$99. If you fail the exam, you will need to purchase another online proctored exam and schedule another exam session which currently costs approximately \$99 according to their website. The fees are non-refundable and paid directly to National Restaurant Association/ServSafe® through their website. Currently, according to their website, the ServSafe® Manager Online Course is 8 hours and the Online Proctored Exam is 2 hours. Your ServSafe® Food Protection Manager certificate must be submitted to us for review before you or your Operating Principal, attend the Initial Training Program (see Item 11).

- 5. This estimate includes the costs for a lawyer, accountant, third-party service providers, and other professional advisors to assist you in evaluating our franchise opportunity and help you establish your business.
- 6. You will be required to purchase Point-of-Sale equipment, and other marketing materials including signs, banners, cards and other materials to promote your Food Retail Unit and the brand (as appropriate). The amounts shown here are the estimated amounts of the initial point-of-sale marketing materials that you must purchase prior to opening a single Food Retail Unit.
- 7. <u>Initial Equipment and Small Wares</u>. The initial cost of equipment and small wares ranges between \$1,000 and \$15,000 for each Full Service Sushi Bar, up to an additional \$2,000 for each Satellite Sushi Bar you open at the same time you open a Full Service Sushi Bar, and between \$1,000 and \$25,000 for each Asian Food Bar. These estimates do not include the display case lease fee (if needed), or the label system (see below). Therefore, the initial cost of equipment and small wares is estimated to be between \$1,000 and \$17,000 for a Full Service Sushi Bar (assuming on the high end of the range you open a Satellite Sushi Bar at the same time you open a Full Service Sushi Bar), and between \$1,000 and \$25,000 for an Asian Food Bar. The equipment and small wares are purchased from and payable to us, Lwin, or a third-party drop ship vendor approved by us or Lwin. Any amounts paid to us or Lwin are in all cases non-refundable. We may finance a portion of your initial cost of equipment and small wares (see Item 10). In some cases, the Retail Host may already have in place some of the required equipment. We will offer certain types of equipment for purchase, such as display cases, if they are not provided by the Retail Host. In some cases, you may purchase some small wares directly from third-party vendors and not from us.

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

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

8. <u>Initial Food Inventory and Supply Purchases</u>. The initial costs for food inventory and supply purchases ranges between \$5,000 to \$25,000 for each Full Service Sushi Bar or Asian Food Bar, and an additional \$1,000 to \$6,000 if you open a Satellite Sushi Bar at the same time you open a Full Service Sushi Bar. Therefore, the initial cost for food inventory and supply purchases is estimated to be between \$5,000 and \$31,000 for a Full Service Sushi Bar (assuming on the high end of the range you open a Satellite Sushi Bar at the same time you open a Full Service Sushi Bar), and between \$5,000 and \$25,000 for an Asian Food Bar. We estimate that these initial food inventory and supply purchases will be sufficient to cover the opening of the Food Retail Unit and one-month of operations for each Full Service Sushi Bar and Asian Food Bar, and three months of operation for each Satellite Sushi Bar. You may not open a Satellite Sushi Bar without a Full Service Sushi Bar. The amount of food you will need to purchase will vary depending upon the volume

of sales each Sushi Bar obtains. You may buy produce for your own account. On occasion, at our discretion, we may maintain an account at the Retail Host or other supplier of produce from which you may order. If you order on our account, you will be required to repay us, and these amounts owed may be deducted by us from your Franchise Commissions.

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

- 9. This amount reflects an estimate of the costs associated with obtaining the various required business, resale, and food licenses, permits and fees, including health inspection fees, for your Franchised Business from the local and state government agencies. The costs of licenses and permits will vary by location of the Franchised Business. Because they must be secured and obtained before you open, it is our standard practice to obtain them for you, and you will reimburse us for the associated costs and fees which we will deduct from your Franchise Commission, along with a Convenience Fee of \$100 per license/permit. This estimate does not include the costs associated with the annual renewal of these license and permits, or setting up a business entity for your Franchised Business. All fees are non-refundable.
- 10. You will be given on loan, one copy of our Confidential Franchise Manual at the charge of \$150. You will also be given a copy of the SSOP/ HACCP Food Safety Plan Book at the charge of \$150 for each Food Retail Unit Type, excluding locations where you solely deliver sushi (and make none on premises).
- 11. After your application has been approved, you will be required to pay \$150 per person for each owner or shareholder/member of your Franchise entity for background checks, credit checks, and drug tests. There is no application fee. The estimate in the table assumes that your Operating Principal is the only owner of your Franchise. If you have additional owners, you will need to add-in their cost to this estimate.
- 12. You will need to purchase a laptop computer or tablet with internet capability and Microsoft Office word processing to receive and send emails using your Hissho email address, submit orders, receive monthly statements, and to order food and supplies. This estimate includes a laptop computer or tablet with current software (Microsoft Office Suite) and internet capabilities. See Item 11 for a full description of computer system hardware and software requirements. We have not included the cost of required hardware and software maintenance agreements, if any. This figure also does not include any technical support costs associated with operating the hardware or software.
- 13. You will need capital to support on-going and miscellaneous expenses to the extent these costs are not covered by sales revenue. We estimate that the amount shown will be sufficient to cover on-going expenses for a period of three months for a single new Full Service Sushi Bar or Asian Food Bar. The working capital needed for a new Satellite Sushi Bar may be less, but you are eligible for a Satellite Sushi Bar only if you have a Full Service Sushi Bar also. These are only estimates, however, and there is no assurance that additional working capital will not be necessary during the first three months or thereafter.
- 14. We relied upon the experience of our Food Retail Units and knowledge of others' practices in the industry.

# ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

#### **Required Purchases**

You must purchase for your franchised business certain products (including food items and ingredients), retail items, materials, supplies, equipment, and services that only we authorize under the specifications and

standards that we periodically establish either in our Franchise Agreement, Confidential Franchise Manuals, or other notices we send to you. We can require you to purchase these and other goods and services that we designate only from us, our affiliates, or from suppliers we choose. If we set standards and any specifications or requirements for any products and services or suppliers, then you can only use/offer suppliers, products and/or services that meet those requirements.

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

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

# Site/Location of Your Franchised Business

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

If our, or our affiliate's rights expire, are terminated, or are limited with respect to your Food Retail Unit for any reason under the agreement with the Retail Host (including for a failure to satisfy any minimum sales/performance requirements), your right to operate a Food Retail Unit will also terminate or be limited. If your rights are terminated or limited, we do not have any obligation to compensate you and we do not guaranty or promise that we will find you another location or offer another Food Retail Unit to you.

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

# Computer Equipment (hardware & software)

Except for our required Hissho Label System terminal with customized proprietary software, you are not required to use a particular POS system or particular computer hardware, or software system; however, you are required to purchase a laptop computer or tablet with internet capability and Microsoft Office Suite word processing to receive and send emails using your Hissho email address, submit orders, receive monthly statements, and to order food and supplies. See Item 11 for a full description of computer system hardware and software requirements. If you opt not to make your orders electronically, you may complete your order forms and fax them to us or Lwin. You will be required to receive communication from us on a variety of

subjects on an ongoing basis by email. We provide you with an email address in our system which uses "@hsfran.com" which you must use, and we use to communicate with you. The email accounts that we provide to you will, at all times, be the property of Hissho International, LLC. We will have unfettered access to read, review, retain, catalog, and utilize such emails, including email messages, attachments, and other materials associated therewith for any business purpose. We charge you an Administration/Web Fee of \$100 per month per email address (see Item 6) to maintain such email addresses, although we may increase this fee to account for our increased costs and administrative expenses.

# ServSafe® Food Protection Manager Certification

You or your Operating Principal, must attend, receive, and hold a current ServSafe® Food Protection Manager Certification accredited by the American National Accreditation Board (ANAB) from either the National Restaurant Association/ServSafe® or any third-party recommended on the ServSafe® website accredited by the ANAB, in addition to any safe food handling courses that may be required by the local municipality in which the Food Retail Unit is located. We may in the future require you to obtain the ServSafe® Food Protection Manager Certification from us rather than a third-party. Each Full Service Sushi Bar and Asian Food Bar is required to have at least one ServSafe® certified person on duty at all times.

# **Required and Approved Suppliers**

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

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

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

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

### **Approval of Alternative Suppliers**

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

discretion to determine whether the proposed supplier or vendor will be approved.

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

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

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

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

#### **Advertising Specifications**

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

#### **Revenue from Franchisee Purchases**

During our 2024 fiscal year, (a) we had total revenues of \$37,523,567 of which \$6,683,790 or 18% was derived from required franchisee purchases or leases; and (b) our affiliate Lwin had \$99,777,373 in revenue from Franchisees from the sale of food and supplies, for services and fees, and other sums. The sources of the amounts directly following (a) are summarized and derived from amounts included in the audited financial statements, and the source of the amount directly following (b) is from the internal financial statements of our affiliate.

## **Insurance Specifications**

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

## Cooperatives

There are no purchasing or distribution cooperatives.

## **Negotiated Prices**

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

We do not provide material benefits to franchisees of Food Retail Units (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers. We do, however, consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described above.

## **ITEM 9: FRANCHISEE'S OBLIGATIONS**

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

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection/acquisition lease	Franchise Agreement Sections 5.A., and 5.D.	Items 7, 8, 11 and 12
b.	Pre-opening purchase/ leases	Franchise Agreement Sections 7.B., 7.H., and 7.O.	Items 7 and 8
c.	Site development and other pre-opening requirements	Franchise Agreement Section 5.	Items 7, 8 and 11
d.	Initial and ongoing training		Items 5, 6, 7, 11 and 15
e.	Opening	Franchise Agreement Section 7.	Item 11
f.	Fees	Franchise Agreement Sections 2.B.(1), 2.B.(7), 3.A., 4., 7.D., 7.H.(5), 7.K., 14.B.(3)(f), 14.B.(3)(j), 14.C.(1), 14.F., 15.G., 16.E., 16.F., 17.F., 20.C., and 26.E.; Training and Confidentiality Agreement, Section 2.	Items 5, 6, 7 and 11

	Obligation	Section in Agreement	Disclosure Document Item
g.	standards and policies/	Franchise Agreement Sections 2.B.(3), 3.A., 3.E., 4.C.(11), 4.D., 5.A., 7.D.(1), 7.D.(2), 7.G. – 7.K., 7.N., 8.A., 8.B., 9., 12.F., 13.B, 15.B.(4) – 15.B.(8), and 16.C.	Items 8, 11 and 14
h.	Trademarks and proprietary information	Franchise Agreement Sections 7.L., 8., 9.A., 10.A., 10.B., 15.B.(2), 15.B.(6), 15.C.(5), 16.A, 16.C., 16.D., 17A.(1)(a), 25.B., and 25.D.	Items 8, 13 and 14
i.	Restrictions on products/ services offered	Franchise Agreement Section 7.H.(3) and 7.K.	Items 8 and 16
j.	Warranty and customer service requirements	Franchise Agreement Sections 7., 21.B., and 27.A.	Item 11
k.	Territorial development and sales quotas	Franchise Agreement Sections 1 and 5.	Item 12
1.	Ongoing product/service purchases	Franchise Agreement Section 7.H.(2), 7.H.(3), and 7.O.	Items 8 and 16
m.	Maintenance, appearance and remodeling requirements	Franchise Agreement Sections 2.B.(3), 7.H.(1), 7.H.(6), 7.L. – 7.N., 14.B.(3)(g), 15.B.(12), 15.C.(3), 15.F., and 16.A.	Item 8
n.	Insurance	Franchise Agreement Section 13.	Item 7
0.	Advertising	Franchise Agreement Sections 3.C., 3.D., 4.C.(1), 7.L., 8.B.(2), 8.B.(3), 12., and 13.A.(2).	Items 6, 7 and 11
p.	Indemnification	Franchise Agreement Section 20.C.	None
q.	Owner's participation/ management/staffing	Franchise Agreement Sections 7.C., 7.D.(1), 7.F., and 24.B.	Items 11 and 15
r.	Records/reports	Franchise Agreement Sections 11., 15.B.(5), and 16.G.	Items 6 and 11
s.	Inspections and audits	Franchise Agreement Sections 3.F., 4.C.(13), 4.C.(28), 7.K., 7.O., 7.P., and 11.B. – 11.D.	Items 6 and 11
t.	Transfer	Franchise Agreement Sections 2.B.(10), 4.C.(23), 4.C.(24), 6.A.(5), 14., 15.B.(3).	Item 17
v.	Post termination obligations	Franchise Agreement Sections 8.B.(5), 10.B., and 16.	Item 17
w.	Non-competition covenants	Franchise Agreement Section 17 and Attachments "E" and "F" to the Franchise Agreement. Training and Confidentiality Agreement, Section 7.	Items 14 and 17
x.	Dispute resolution	Franchise Agreement Sections 8.B.(9), 8.D., 17.E., 17.F., 19.B., 19.D., 25., and 26. Training and Confidentiality Agreement, Section 11.	
y.	Taxes, permits and indebtedness	Franchise Agreement Section 19.	None
z.	Requirements to exercise right of first refusal	None.	None
aa.	Releases	Franchise Agreement Sections 2.B.(8), 14.B.(3)(c), and 17.E; Training and Confidentiality Agreement, Section 5.	None
bb.	Use of premises	Franchise Agreement Section 5.A., 5.B., 7.E., 15.B.(8), 15.G., and 16.B.	Item 16

	Obligation	Section in Agreement	Disclosure Document Item
cc.	Independent contractor	Franchise Agreement Section 20.	None
		Franchise Agreement Section 6.A.(6); Attachment "B" of Franchise Agreement.	Item 15

#### **ITEM 10: FINANCING**

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

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

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

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

- 1. In our discretion, we may provide a loan advance ("Loan Advance") for up to three months after you have commenced operations of your Food Retail Unit. Any Loan Advance we make is entirely in our discretion. To be eligible for a Loan Advance you must be operating for at least 60 days and the sales of all your Food Retail Units must be less than \$2,500 per week. We will deduct payments on Loan Advances from your Franchise Commissions.
- 2. In our discretion, we may finance the payment of part of your initial food inventory (see Item 7) purchase from our affiliate, Lwin, for up to six months in varying amounts, but no greater than \$25,000, per Food Retail Unit. Any financing of initial food inventory is at our sole discretion. We will deduct the amounts owed to us for purchases of initial food inventory from your Franchise Commissions.
- 3. We may permit you to pay part of your initial equipment and small wares cost to us, or our affiliate (see Item 6 and 7) up to six months after you commence operating your Franchised Business, but not in an amount greater than \$25,000. Any financing of equipment and small wares is solely at our discretion. We will deduct all amounts owed to us, or to our affiliate, Lwin, for equipment and small wares from your Franchise Commissions.

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

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

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

If we require you to enter into a Promissory Note when we extend financing to you and you default under the Promissory Note, then you will be required to pay us (i) interest at the maximum amount provided by the laws of the State of North Carolina, (ii) the principal and interest on demand, and (iii) our reasonable attorneys' fees and expenses. If we do not require you to enter into a Promissory Note when we extend financing to you and you default under the terms of the financing arrangement, then the default will be treated as a monetary default under your Franchise Agreement, and you will be subject to the same potential liabilities as you are subject to as a result of, any other financial default of your Franchise Agreement, including payment of all sums you owe us, interest on all amounts you owe us from the due date until the date you pay us at the equivalent of 8% annually or the maximum rate permitted by law, whichever is less, termination of your Franchise Agreement, payment of the Early Termination Fee of \$5,000 per Food Retail Unit if we terminate your Franchise Agreement, and payment to compensate us for our damages and expenses to operate the Food Retail Unit if we terminate your Franchise Agreement.

If we require you to enter into a Promissory Note when we extend financing to you, then we will require you to waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under the Promissory Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for the Promissory Note or by way of any extension or extensions of time for the payment of principal and interest. If we do not require you to enter into a Promissory Note when we extend financing to you, then we will not require you to waive defenses or other legal rights (for example, confession of judgement), or bar you from asserting a defense against us or our affiliate, Lwin, or either of our assignees.

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

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

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

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

# **Pre-Opening Obligations**

Before you open your Food Retail Unit, we will:

- 1. Allow you to operate your Food Retail Unit either from a location we select, or a location you propose and we approve. If we or one of our affiliates controls the agreed upon location of the Food Retail Unit under the terms of an agreement with a Retail Host or otherwise, we will extend the right to you to operate your Food Retail Unit as part of your Franchise Agreement. If you secure your own location, you must obtain our written approval of the terms of any lease or other agreement, which approval we may condition upon the lease or other agreement being in a form satisfactory to us and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that you assign the lease or other agreement to us at our option, either in advance, or upon expiration or termination of the Franchise Agreement). We will, within 20 days after receiving the proposed lease for the location, provide you with either our notice of approval or notice of rejection with comments. (Franchise Agreement, Section 4.B., and Sections 5.A. 5.C.). At our option, we may terminate your Franchise Agreement if you and we do not agree on a site, we do not approve the lease or purchase document for that site, and you do not commence operating the Food Retail Unit as of the date of the Franchise Agreement (if the Food Retail Unit is not already operating) or within 60 days of the execution of the Franchise Agreement (if the Food Retail Unit is not already operating). (Franchise Agreement, Sections 15.B. and 17.B.)
- 2. If you currently operate at least one Food Retail Unit and want to open another at a location not currently under our control, or the control of our affiliate, we may permit you to seek a location in a defined area. If you secure your own location, you must obtain our written approval of the terms of any lease or other agreement, which approval we may condition upon the lease or other agreement being in a form satisfactory to us and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that you assign the lease or other agreement to us at our option upon termination or expiration of the Franchise Agreement). The revenue produced from the Franchised Business shall be first remitted to us and we will retain fees and financed items (see Item 6) and other items, as well as amounts owed to our affiliate for food purchased. The remainder of proceeds will then be distributed to you. (Franchise Agreement, Section 4.B.). We must approve or disapprove your proposed site within 30 days and approve or disapprove your lease (with comments as to any disapproval) within 20 days of our receipt of a copy of each. If we disapprove a site that you have proposed, you will not be permitted to operate a Food Retail Unit at that location, and to expand you will have to find a different site that we approve; however, you will not have to pay us any initial fees until we have approved a site and the lease is signed for that site. We do not provide plans or specifications under the Franchise Agreement. (Franchise Agreement, Section 5).
- 3. Provide an Initial Training Program as described below to instruct you as to the procedures and techniques to be used in the Franchised Business (Franchise Agreement, Section 3.A.). The Initial Training Program for a Sushi Bar is approximately 10 days in duration, the separate Initial Training Program for an Asian Food Bar is approximately 10 days in duration, and both Initial Training Programs when taken together are approximately 15 days in duration, although each individual Initial Training Program may be extended for those without sufficient experience to up to 20 days. Each Initial Training Program consists of classroom instruction and on-the-job training for the Operating Principal and all equity owners of your Franchise.
- 4. Loan you one copy of our Hissho Sushi Franchise Operations Manual (the "Manual" or "Franchise Manual") (Franchise Agreement, Section 9.A). The total number of pages in the Manual is 212, and the table of contents of the Franchise Manual is attached as **Exhibit K** to this Disclosure Document. The Franchise Manual may be provided to you by physical, written copy, or electronic version. There are additional publications and memoranda that may be provided in written form by us that are considered part of the Franchise Manual.
- 5. Provide you advice and consultation in connection with the operation of the Food Retail Units and new developments, techniques, and improvements in areas of Food Retail Unit management, operations, sales promotion, and service which may be provided by us by sending our employees or representatives to the Food Retail Unit, or by providing publications, other written materials, tapes, or films or by conducting meetings or seminars as they may be developed. (Franchise Agreement, Section 3.B.).

- 6. Either directly or through our affiliate Lwin, we will deliver all of the equipment, signs, fixtures, opening inventory and supplies necessary to operate the Food Retail Unit, in exchange for the fee payments described in Item 5 of this Disclosure Document. Generally, your retail partner will install those items for you.
- 7. We are not obligated by the Franchise Agreement, or any other agreement, to provide any other supervision, assistance or services prior to the opening of the franchised Food Retail Units.

## **Continuing Obligations**

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

- 1. Provide such training programs as we may deem appropriate. (Franchise Agreement, Section 7.D.). These training programs are offered from time-to-time throughout the year and are required for your Operating Principal and your other equity owners.
- 2. Provide you with advice and consultation in connection with the operation of the Food Retail Units and new developments, techniques, and improvements in areas of Food Retail Unit management, operations, sales promotion, and service which may be provided by us by sending our employees or representatives to the Franchised Business, or by providing publications, written materials, or by conducting meetings or seminars, as they may be developed. Some or all of these publications or programs may be provided electronically by Franchisor, and not by printed or physical documents. (Franchise Agreement, Section 3.C.). We provide to you specific pre-approved lists of food items, condiments, products, and services, that you may choose from to sell, or offer for sale, in the Franchised Business. (Franchise Agreement, Section 7.H.(3)).
- 3. Provide to you advice and assistance in local marketing from time to time and, at your expense, promotional materials for local advertising (Franchise Agreement, Sections 3.C.). Much of our advice and assistance in local marketing will be in the area of labeling, presentation, point-of-sale materials, and brand identification within the Retail Host location, subject to any requirements imposed by the Retail Host. In some cases, no trademark or brand identification may be permitted by the Retail Host except for labeling and presentation of products.
- 4. We will establish and administer a National Brand Fund (the "Brand Fund") that will include your Brand Fund Contributions, and those of other Food Retail Unit franchisees, in accordance with each applicable Franchise Agreement (see Item 6 of this Disclosure Document). The Brand Fund Contribution, which is a percentage of your Net Sales (see Franchise Agreement, Section 4.C.(1)), will be due and payable each week (see Franchise Agreement, Section 4.C.(1)). All franchisees must contribute to the Brand Fund at the same rate of up to 2% of Net Sales (the "Brand Fund Contribution"). If an affiliate of ours administers the Brand Fund, or places advertising in connection with the System, such affiliate may be paid a fee that will not exceed the fee that would be payable to unrelated third-parties for comparable services. Each of our company owned or affiliated Food Retail Units will make contributions to the Brand Fund on the same basis as required of the other franchisees in the same geographic market. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the Brand Fund, and the monies comprising the Brand Fund may be placed in our general account(s), if we desire. We may also reserve portions of the Brand Fund for use in a subsequent year. (Franchise Agreement, Section 12.A.(2)). We may solicit franchisee input directly and/or we may form a franchise advisory council to provide input to us on the use of the Brand Fund, although we are not obligated to do so. We are not obligated to act on any specific proposals or recommendations from franchisees or a franchise advisory council.
- a. The Brand Fund will be used for expenditures that, in our sole discretion, market, advertise, promote, enhance or further the Hissho, Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi, and Shizen names and the System, including: (i) expenses associated with preparing and producing video, audio,

and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, and (ii) paying the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Fund contributions. The Brand Fund may spend in any fiscal year, more or less than the total Brand Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. The Brand Fund is not audited. An accounting of the use of Brand Fund Contributions collected from franchisees during each calendar year will be made available to Franchisee annually within 90 days after Franchisee's written request. We may use an outside advertising agency to create and place advertising or we may use an in-house marketing department. The Brand Fund will be used to create new marketing material and promote the products and services offered by Food Retail Units on a local, regional or national level. (Franchise Agreement, Sections 12.A.(1) and 12.A.(2)).

- b. All advertising by you must be conducted in a professional manner, must conform to the standards and requirements in our Confidential Operations Manual, and must display our Marks only in those forms approved by us. You will submit samples to us (through email, return receipt requested) and obtain our prior approval (except with respect to the cost of the advertising) of all advertising and promotional plans and materials that you desire to use and that have not been prepared or previously approved by us. If you do not receive our written approval within 15 days from the date of receipt by us of such materials, we will be deemed to have rejected the proposed advertising. We may make available to you, from time to time, approved advertising, promotional plans and materials for purchase. You will not be obligated to accept or purchase any such advertising, promotional plans, and materials offered to you by us. (Franchise Agreement, Section 12.C.).
- c. You may not maintain a website, or otherwise maintain a presence or advertise on the Internet, or any other public computer network in connection with your Food Retail Unit without our prior written approval. (Franchise Agreement, Section 12.F.).
- d. We encourage our franchisees to voluntarily form and operate cooperative advertising programs for Food Retail Units (each a "Cooperative"). Although there are not currently any regional or national Cooperatives, we may, in our sole discretion, in the future form, develop, and coordinate Cooperatives. If a Cooperative is formed for your region, you must become a member. The membership of the Cooperative would be defined by us by market area. Membership of the Cooperatives will include Food Retail Units managed and/or owned by us and our affiliates. Each member of the Cooperatives, including Food Retail Units managed and/or operated by us or our affiliates, will have one vote. We may at any time, in our sole discretion, form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures. (Franchise Agreement, Sections 12.A.(1) and 12.C.).
- 5. Develop advertising materials and direct advertising programs for the Brand Fund with sole discretion over the creative concepts, materials, and media used in such programs (Franchise Agreement, Sections 3.C., 3.D., 7.L., 8.B.(2), 8.B.(3), and 12.).

- 6. Provide, as we deem advisable, revisions periodically of the contents of the Franchise Manual and written operating materials (Franchise Agreement, Section 9.D.).
- 7. Perform, as we deem advisable, either ourselves or through a designated third-party, inspections of the Food Retail Units, and evaluations of products sold and services rendered (Franchise Agreement, Section 3.F.).
- 8. Provide services at your expense, as we determine necessary, with respect to onsite assistance, and the resolution of customer complaints and operating problems, including complaints from the Retail Host (Franchise Agreement, Sections 4.C.(13) and 4.C.(14)).
- 9. We are not obligated by the Franchise Agreement, or any other agreement, to provide any supervision, assistance, or services in connection with the ongoing operation of the franchised Food Retail Units other than as stated herein.

## **Site Selection**

The Franchise Agreement grants you an assigned location to be determined under procedures established in the Franchise Agreement for the establishment and operation of a Food Retail Unit under the System. (Franchise Agreement, Sections 1.A., 1.B., 5.A., and 5.B.).

If we select the location for the Food Retail Unit, we or Lwin will typically enter directly into an agreement with a Retail Host under which we agree to pay the Retail Host its Service Commission, which is a negotiated percentage of the revenues of your Food Retail Unit. The Service Commission payable to the Retail Host may change. We will franchise the location to you giving you the right to operate the Food Retail Unit under the Franchise Agreement. If our or our affiliate's rights to the Food Retail Unit expire, are terminated, or are limited with respect to your Food Retail Unit for any reason under the agreement with the Retail Host (including for a failure to satisfy any minimum sales/performance requirements), then your right to operate the Food Retail Unit will simultaneously terminate or be limited. If your rights are terminated or limited, we do not have any obligation to compensate you and we do not guaranty or promise that we will find you another location or offer another Food Retail Unit to you. (Franchise Agreement, Section 5.B.).

If we obtain a location suitable for operating a Satellite Sushi Bar within the vicinity of your Full Service Sushi Bar, we may offer you the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If you request, and we grant you the right to open a Satellite Sushi Bar, or if we obtain a suitable location for a Satellite Sushi Bar and you accept our offer to operate and deliver sushi products to that Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement detailing the terms of your operation of the Satellite Sushi Bar. (Franchise Agreement, Section 1.B.).

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

revenues of Retail Host and its deli, if applicable, signage available, visibility of the location and square footage. (Franchise Agreement, Sections 5.A. - 5.C.).

For a site not currently operating as a Food Retail Unit, it is our experience that after an acceptable site has been located, and a Franchise Agreement and location lease are executed, it takes approximately 60 to 90 days before a franchised Food Retail Unit is ready to open for business. You must furnish and open the Food Retail Unit according to our requirements. At times, you may be offered a Food Retail Unit that is already operating, and in that case, there should be no delay between the time you sign a Franchise Agreement and when you commence operating your Food Retail Unit, except for the time necessary to complete your training requirements. (Franchise Agreement, Sections 5.C. and 7.B.).

## **Computer Hardware and Software**

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

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

#### **Hissho Label System**

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

In connection with the Hissho Label System, we charge the following fees:

• a monthly Technology Fee of \$125 per month for use of our customized proprietary software associated with the Hissho Label System, although we may increase this fee up to a maximum of \$300 per month to account for our increased costs and administrative expenses. The Technology Fee is also used for those other purposes that we may determine, which may include covering our costs or paying fees to third party providers for technology development, maintenance, and usage for the System and subscription, license and other similar fees so that franchisees have access to and can

use certain other technology tools (in addition to the Hissho Label System). (See Franchise Agreement, Sections 4.A.(2) and 4.C.(5));

- a Data Overage Fee of \$10 per GB used over the allotted limit, if your wireless data usage associated with your Hissho Label System, exceeds the monthly allotted limit of 100mb. (See Franchise Agreement, Section 4.C.(6));
- a \$1,000 Hissho Label System Replacement Fee for equipment that is lost or damaged beyond repair (per lost or damaged piece). (See Franchise Agreement, Section 4.C.(3)); and
- a \$1,500 Hissho Label System Non-Return Fee (per Hissho Label System) if you fail to return to us the equipment and/or software associated with the Hissho Label System upon expiration or termination of your Franchise Agreement. (See Franchise Agreement, Section 4.C.(4)).

# **Training**

Initial Training Programs

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

We offer an Initial Training Program for the Sushi Bar and a separate Initial Training Program for the Asian Food Bar. The classroom portion of each Initial Training Program is the same for each the Sushi Bar and the Asian Food Bar. The on-the-job training portion of each Initial Training Program differs for each the Sushi Bar and the Asian Food Bar. If any person takes both the Sushi Bar Initial Training Program and the Asian Food Bar Initial Training Program at the same time, they may take a combined program consisting of 15 days rather than two separate programs of 10 days each. (Franchise Agreement, Sections 3.A. and 7.D.(1)).

The Initial Training Fee that you must pay to us for the Initial Training Program is \$2,000 per person, or if the Sushi Bar and Asian Food Bar Initial Training Programs are taken at the same time, then the cost is discounted to \$3,000 per person. There is an additional training fee if we require additional initial training of an inexperienced Operating Principal, or equity owner. If your Operating Principal and/or any other equity owner does not successfully complete the applicable Initial Training Program(s) within 60 days of execution of the Franchise Agreement, as we determine in our sole discretion, we may terminate your Franchise and we will not refund any Initial Training Fees. (Franchise Agreement, Sections 7.D.(1) and 7.D.(2)).

<u>Sushi Chef Training</u>. If the Operating Principal or any equity owner does not have sufficient sushi chef experience, we may, in our discretion, require they take additional sushi chef training for 10 to 20 days at a location we designate before opening their Food Retail Unit. The Sushi Chef Training Fee is an additional \$2,000 per person, plus the cost of transportation/travel, food, and lodging (see below for these costs). (Franchise Agreement, Sections 3.A. and 7.D.(1)).

<u>ServSafe® Food Protection Manager Certification</u>. Prior to attending our Initial Training Program, you or your Operating Principal, must attend, receive, and hold a current ServSafe® Food Protection Manager Certification accredited by the American National Accreditation Board (ANAB) from either the National Restaurant Association, or any third-party recommended on the ServSafe® website (but we may provide this training in the future), in addition to any safe food handling courses that may be required by the local

municipality in which the Food Retail Unit is located. Each Full Service Sushi Bar and Asian Food Bar is required to have at least one certified ServSafe® Food Protection Manager on duty at all times. The estimated cost for one person to obtain Food Protection Manager certification online through the ServSafe® website ranges between \$99-\$179 (not including the retesting fee, where applicable). For the ServSafe® Manager online course & proctored exam it's approximately \$179. For just the ServSafe® Manager online proctored exam (without the 8-hour course) it's approximately \$99. If you fail the exam, you will need to purchase another online proctored exam and schedule another exam session which currently costs approximately \$99 according to their website. The fees are non-refundable and paid directly to National Restaurant Association/ServSafe® through their website. Currently, according to their website, the ServSafe® Manager Online Course is 8 hours and the Online Proctored Exam is 2 hours. Your ServSafe® Food Protection Manager certificate must be submitted to us for review before you or your Operating Principal, attend the Initial Training Program. (Franchise Agreement, Section 7.D.(1)).

Some state regulations require additional food safety certificates that are specific to their states which may require you to take an additional certification course and test/exam from the local authorities. If you are required to obtain additional certification from your local authority agency, proof of the certification must be provided to us. (Franchise Agreement, Section 7.D.(3)).

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

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

The Initial Training Program is coordinated and conducted by the Hissho Training and Development Department (see chart below), which is led by Lauren Kraemer. The Initial Training Program is developed with tools and processes to support franchisees in launching and successfully operating their Franchised Business. All Hissho trainers are ServSafe certified instructors and have a wealth of knowledge and experience in the sushi franchise industry. The instructional materials that franchisees receive during training include: the Franchise Manual, links to instructional videos for operations, and supporting handouts with job aids.

Hissho Training and Development Department				
Name	Title	Years of Experience with Franchisor	Years of Other Related Experience	
Yvette Healey	Director of Learning & Development Department • Training	1	30	
Bleh Moo	Too Culinary Trainer & Resource Manager		7	
Sean Sutardji	Sean Sutardji Sushi and Culinary Associate		15	
Chung Shu Yang  Director of Product Innovation & Development		6	12	
Win Kyaw Myin Lead Franchise Business Trainer		7	3	

Moji Lah	Corporate Trainer	10	6
Hsiao Wen	Director of Franchise Relations	23	11

The subjects covered in our Initial Training Programs are described below:

#### TRAINING PROGRAM

(Column 1) Subject	(Column 2) Hours of Classroom Training	(Column 3) Hours of On-The-Job Training	(Column 4)  Location
Franchise Administrative Support	6	10	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Logistics & Inventory Management	5	4	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Operations Management & Quality Production	6	22	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Marketing, Customer Service, Merchandising	4	2	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Finance	4	2	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Food Safety & Compliance	6	10	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Total Hours	31 Hours	50 Hours	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Additional Advanced Sushi Preparation: required only for trainees without advanced sushi preparation	n/a	10 - 20 Days	A company operated location designated by us

# On-Site Training and Additional Training

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

At your expense, your Operating Principal and your other equity owners must attend those courses, seminars, and other training programs as we may require. You must pay our current training fees as stated in the Franchise Manual for special training sessions we require for your Operating Principal and other equity owners through the year. You must pay us, for the Operating Principal and each equity owner, the training fee then charged by us and posted in the Franchise Manual. If any training fee is imposed by us, the training fee will be in addition to any other expenses incurred by your Operating Principal and equity owners. If your Operating Principal or any equity owner does not attend a required training session, then you must pay us a payment of \$250 per training day not attended. These training requirements and amounts may be changed by posting in the Franchise Manual. (Franchise Agreement, Section 7.D.(3)).

If you are notified of an operational default under the Franchise Agreement, the Franchise Manual, or the SSOP/HACCP (Food Safety Plan), and if you fail to cure the default within the time allowed, we may require

your Operating Principal and other equity owners to take a one or two day mandatory remedial default training. The fee for this training is \$500 per training day (not per person), plus the cost of travel, food, and accommodations for our training representative. (Franchise Agreement, Section 7.D.(4)).

# **Advertising**

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

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

The Brand Fund will be used for expenditures that, in our sole discretion, market, advertise, promote, enhance or further the Hissho, Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi, and Shizen names and the System, including: (i) expenses associated with preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, and (ii) paying the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Fund contributions. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. (Franchise Agreement, Section 12.A.(1) and (2)).

The Brand Fund is not audited. An accounting of the use of Brand Fund Contributions collected from franchisees during each calendar year will be made available to Franchisee annually within 90 days after Franchisee's written request. We may use an outside advertising agency to create and place advertising or we may use an in-house marketing department. The Brand Fund will be used to create new marketing material and promote the products and services offered by Food Retail Unit locations, on a local, regional, or national level. (Franchise Agreement, Section 12.A.(2)).

All advertising by you must be conducted in a professional manner, must conform to the standards and requirements in our Confidential Operations Manual, and must display our Marks only in those forms

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

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

We encourage our franchisees to voluntarily form and operate cooperative advertising programs for Food Retail Units (each a "Cooperative"). Although there are not currently any regional or national Cooperatives, we may, in our sole discretion, in the future form, develop, and coordinate Cooperatives. If a Cooperative is formed for your region, you must become a member. The membership of the Cooperative would be defined by us by market area. Membership of the Cooperatives will include Food Retail Units managed and/or owned by us and our affiliates. Each member of the Cooperative, including Food Retail Units managed and/or operated by us or our affiliates, will have one vote. We may at any time, in our sole discretion, form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures. (Franchise Agreement, Section 12.D. & 12.G.).

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

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

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

We may require you to contribute to any other national or regional marketing fund that we control, except as explained above. (Franchise Agreement, Section 12.E.).

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

No other supervision, assistance, or services are provided by us, or any parent, or affiliate, for the establishment, or operation of a franchised Food Retail Unit. We may not require you to contribute to any other national or regional marketing fund that we control, except as explained above. We may not require you to contribute separately to a cooperative advertising fund with other franchisees. We previously required franchisees to contribute to a National Co-op Marketing Fund but we stopped requiring those contributions from any franchisee in 2015.

During 2024, the Brand Fund included contributions from Food Retail Unit and Hissho Full Service franchisees, although moving forward there will be two separate Brand Funds. During 2024, our expenditure of Brand Fund money was made in the following percentages: 54% on production; 8.3% on media placement; 33.9% on administrative expenses; and 3.8% on other expenses.

We will use the Brand Fund Fees to market and advertise Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi, and Shizen franchises (Franchise Agreement, Section 12.A.(1)).

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

#### **ITEM 12: TERRITORY**

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will be authorized to open a Food Retail Unit at a specific location that either we select, or you propose, and we approve. The location of your Food Retail Unit will be based upon relevant factors and typically set within an existing market, grocery store, or other retail outlet. We consider the size of the Food Retail Unit, the sales volume of the Retail Host, the presence and sales volume of the deli operations within a Retail Host, and other characteristics in evaluating a prospective Retail Host.

We, or one of our affiliates, typically controls the agreed upon location of the Franchised Business under the terms of an agreement with a Retail Host, under which we agree to pay the Retail Host a negotiated percentage of the revenues of sales from your Food Retail Unit. We will give you the right to operate the Food Retail Unit at the Retail Host under the Franchise Agreement. If our or our affiliate's rights to the Food Retail Unit expire, are terminated, or are limited for any reason under the agreement with the Retail Host (including for a failure to satisfy any minimum sales/performance requirements), then your right to operate the Food Retail Unit will simultaneously terminate or be limited. If your rights are terminated or limited, we do not have any obligation to compensate you and we do not guaranty or promise that we will find you another location or offer another Food Retail Unit to you.

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

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

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

In all cases, we and our affiliates retain the right to offer for sale similar products and services in connection with the Proprietary Marks through alternate channels of distribution. These alternate channels of distribution may include sales of products or services through grocery stores, other retail outlets and other types of retail outlets, catalogs, direct marketing sales, or through the internet. Neither we, nor any of our affiliates, have established, other sushi bars or alternate channels of distribution for sale of similar products or services under

a different trade name or trademark except, as detailed in this Disclosure Document, but we may do so.

Without our prior written consent, you may not use alternate channels of distribution, such as any form of electronic commerce including the Internet, catalog sales, telemarketing, or other direct marketing, to make sales. You may only fulfill orders, and prepare and sell food, to customers at your Food Retail Unit. We do not limit customers from outside your assigned area from ordering food or products at your Food Retail Unit. You are not restricted from advertising outside your Food Retail Unit or assigned area if all sales are made from your Food Retail Unit. We and other franchisees are not restricted from soliciting sales in market areas in which you operate a Food Retail Unit. We do not have to pay you any compensation for soliciting or accepting orders in the market areas in which you operate a Food Retail Unit.

### **ITEM 13:TRADEMARKS**

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

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

Federal Registrations	Registration Number	Date of Registration
HISSHO.COM	3420301	04/29/2008
Made fresh daily. That's how we roll.	3880850	11/23/2010
AUSH!	3425488	05/13/2008
hisshe	4438557	11/26/2013
hissho sushi	4446171	12/10/2013
SWSHI WITH GUSTO ALL SUSHI IS NOT CREATED EQUAL	5054002	10/04/2016
Hissha	6074049	06/9/2020
HISSHO	6074050	06/9/2020
HISSHO SUSHI	6074048	06/9/2020
	6214426	12/8/2020

Federal Registrations	Registration Number	Date of Registration
IT'S A GREAT DAY FOR SUSHI!	6614255	01/11/2022
ŌUMI SUSHI	6615333	01/11/2022
<b>OUM</b> SUSHI	6615090	1/11/2022
HISSHOSUSHI.COM	7391782	5/21/2024
ŌUMI SUSHI	7413729	6/11/2024
Sushi is Not Created Equal	7604030	12/17/2024
ōumi sushi	7413754	6/11/2024
Shizen All Natural Sushi	3176782	11/28/2006
SHIZEN all natural outhi	3176783	11/28/2006

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

Federal Application	Serial Number	Filing Date
IBASHO SUSHI	98610305	6/20/2024

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

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

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

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

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

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

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

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

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

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

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

### ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

We have no patents pending.

Although we have not filed applications for copyright registrations for all items, we claim a copyright in our confidential Franchise Manual, advertising material, specifications, training handbooks, SSOP/HACCP Food Safety Plan Book and a variety of forms and programs. The information contained in these items is proprietary and they may be used only with our permission, and at our direction. You must operate the franchised Food Retail Unit in accordance with the Franchise Manual. The Franchise Manual may be provided to you by physical, written copy. You must treat the Franchise Manual, any other manuals created for or approved for use in the operation of franchised Food Retail Units, and the information contained in them, as confidential, and must use reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make them available to any unauthorized person. We may periodically revise the contents of the Franchise Manual, and you must comply with each new or changed standard. You must ensure that the Franchise Manual is kept current at all times. In the event of any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual maintained by us at our home office shall be controlling.

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

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

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

# **Confidential Information**

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

of them.

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

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

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

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

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

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

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

# ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all products and services which are part of the System, and all services and products we incorporate into the Hissho System in the future. You may not use the Proprietary Marks for any other business. You must use your Food Retail Unit premises solely for the operation of the Food Retail Unit and keep the Food Retail Unit open and in normal operation for such minimum hours and days as we and/or the Retail Host may periodically specify or as we and the Retail Host approve in writing. You must not use, or

permit the use of, the premises for any other purpose or activity at any time without first obtaining our written consent. You may sell Hissho products only at the location specified in the Franchise Agreement, except for catering specifically directed by the Retail Host.

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

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

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

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

# ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

#### THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Sections 2.A. and 2.C.	The term expires earlier of 3 years from the date of Franchise Agreement, or upon expiration or termination of Franchisor's right to remain or operate the Food Retail Unit. All Food Retail Units expire the same date as the first Food Retail Unit.
b. Renewal or extension of the term	Section 2.B.	One additional consecutive term of 3 years, subject to contractual requirements.
c. Requirements for Franchisee to renew or extend	Section 2.B.	You must: • Pay a Renewal Fee for each Full Service Sushi Bar and Asian Food Bar (no Renewal Fee is payable for a Satellite Sushi Bar) being renewed in the amount of 100% of the amount of our then-current franchise fee at the time of renewal; or 50% of the amount of our

Provision	Provision Section in Franchise Agreement Summary	
		then-current franchise fee, if: (i) you have owned and operated the franchise for three consecutive years, and (ii) there has been no change of control of ownership of the franchised business or of you;  Provide us with advanced written notice of your intent to renew, not less than 6 months prior to the end of the applicable term;  Renovate and modernize Food Retail Unit premises to our then-current standards;  Be in full compliance and in good standing, not in default under any of the agreements with us, our subsidiaries, or our affiliates;  Have satisfied all monetary obligations owed to us, our subsidiaries, and our affiliates;  Retain the right to remain in possession of the Food Retail Unit premises at Retail Host's location for the Renewal Term;  Execute our then-current form of franchise agreement, which may contain materially different terms and conditions than your original contract;  Execute a general release in a form prescribed by us; and  Comply with our then-current qualification and training requirements. You may be asked to sign an agreement with materially different terms and conditions than your original agreement.
d. Termination by Franchisee	Not Applicable	Franchisee may terminate the franchise agreement under any grounds permitted by law
e. Termination by Franchisor without cause	Sections 1.E. and 2.B.(10)	If for any reason we or our affiliate loses the right to operate a Food Retail Unit in the franchised location, for any reason, your franchise will be terminated.
f. Termination by Franchisor with cause	Sections 1.C. and 15.	We can terminate if you default under the Franchise Agreement, or if for any reason, we or our affiliate loses the right to operate a Food Retail Unit in the franchised location your franchise will be terminated.
g. "Cause" defined – curable defaults	Section 15.C.	You have 15 days after receipt of written notice of default from us (or such longer period as applicable law may require) to cure: non-payment of monies due us or others or failure to give required financial or other information; sanitation problems; failure to observe standards or procedures prescribed by us or failure to strictly comply with rules, policies, regulations and directives of the Retail Host, failure to obtain required consents; use of confusingly similar marks; use of our Trade Dress other than in connection with the Food Retail Units; use of our products, procedures or methods in any operation not authorized by us.

Provision	Section in Franci	hise	Summary
	Agreement		,
h. "Cause" defined – non curable defaults	- C		Non curable defaults: bankruptcy (to the extent enforceable under federal bankruptcy law), insolvency, general assignment for benefit of creditors, filing of petition in bankruptcy unopposed by you; bill in equity or other proceeding for appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; a court of competent jurisdiction appoints a receiver or other custodian of any of your assets or property; proceedings for a composition with creditors under any state or federal law are instituted by or against you. The following defaults are non-curable at our option: failure to operate your Food Retail Unit immediately with regard to an existing Food Retail Unit, or on our designated opening date if the Food Retail Unit is not yet operating; transfer of any of rights or obligations under the Franchise Agreement, any interest in you, or substantially all of the assets in the Food Retail Unit, or the lease for the Food Retail Unit to a third party without our consent; disclosure of Confidential Information; knowingly maintaining false books or records or submitting any false reports to us; unauthorized use of any of our Proprietary Marks; premature termination of your rights to or possession of the Food Retail Unit location; material default under any lease or mortgage on the Food Retail Unit property; if you cease to operate or abandon the Food Retail Unit or attempt such; committing same previously cured default within 180 days of previous default; repeated defaults for failure to comply with Agreement; if our or our affiliate's rights to the Food Retail Unit expire or are terminated under the agreement with the Retail Host (including for a failure to satisfy any minimum sales/performance requirements); if you engage in any practice that threatens the health of any of Franchisee's customers; failure to comply with interim non competition covenants of the Franchise Agreement; seeking to employ our employees or our affiliates' or other franchisee's employees; fin
i. Franchisee's obligations on termination/non	15.G., 16., and 17		Obligations include: cease operations and representing yourself as present or former franchisee; allow us to enter,
on termination/hon	15.0., 10., and 1/	•	yoursen as present or former franchisee, allow us to effer,

Provision	Section in Franchise Agreement	Summary
renewal		take possession of and operate Food Retail Units; cease to use Confidential Information and Proprietary Marks and Trade Dress; complete de-identification; payment of amounts due; return of all correspondence, records and all other materials related to operating the Food Retail Unit; payment of our costs in enforcing obligations after termination; and, with respect to the Franchise Agreement, leave all furniture, fixtures, signs and equipment on the Food Retail Unit premises.
j. Assignment of contract by Franchisor	Section 14.A.	No restriction on our right to assign.
k. "Transfer" by Franchisee definition	Section 14.B.	Includes transfer of interest (including mortgage or grant of security interest) in Food Retail Unit, Franchise Agreement or franchise or license rights or obligations thereunder or in you.
l. Franchisor approval of transfer by Franchisee	Sections 14.B. and 14.E.	We have the right to approve all transfers but will not unreasonably withhold approval, except we have sole discretion to require you to meet certain conditions before our approval of transfer of a controlling interest in a Food Retail Unit, Franchise Agreement or franchise or license rights or obligations thereunder or in you.
m. Conditions for Franchisor approval of transfer	Sections 14.B. and 14.D.	Transfer is subject, where applicable, to our option to purchase and is subject to terms of other agreements, if any. Transfer of controlling interest is subject to any or all of the following conditions at our sole discretion: satisfaction of all monetary obligations; no defaults; you sign release and agree to remain liable for specified period; assumption of your obligations and obligations of any transferor who is a guarantor of your obligations; new franchisee qualifies; current agreements signed by new franchisee and guarantee of such agreements signed by shareholders or members of transferee; transferee to upgrade Food Retail Unit to then current standards; your continued liability for obligations prior to transfer; completion of the applicable Initial Training Program(s) by transferee's Operating Principal and other equity owners; payment of \$2,500 per Food Retail Unit as a transfer fee.  We may at our discretion require a transferee to sign our current form of Franchise Agreement with new terms and provisions with the payment of a prorated Franchise Fee for the time remaining under the term of the Franchise or with payment of a full Franchise Fee with the grant of a new
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.C.	three year term.  We can match any offer to purchase a controlling interest in a Food Retail Unit or Franchise Agreement.

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

Provision	Section in Franchise Agreement	Summary
w. Choice of law		North Carolina law applies, except laws of state of your principal place of business apply to provisions that are not enforceable under North Carolina law (subject to state law).

#### **ITEM 18: PUBLIC FIGURES**

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

## ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting our VP of Legal Affairs and our Chief Operating Officer at 11949 Steele Creek Road, Charlotte, North Carolina 28273, (704) 926-2200, the Federal Trade Commission, and the appropriate state regulatory agencies.

#### ITEM 20: OUTLET AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024

(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)
Outlet Type	Year	Year Outlets at the Outlets at the End		Net Change
		Start of the Year	of the Year	
Franchisee Owned Units	2022	1847	2052	+205
	2023	2052	2189	+137
	2024	2189	2389	+200
Company-Operated	2022	102	74	-28
	2023	74	117	+43
	2024	117	60	-57
<b>Total Outlets</b>	2022	1949	2126	+177
	2023	2126	2306	+180
	2024	2306	2449	+143

Table No. 2
Transfers of Outlets
From Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

AL 2022   1   2023   0   2024   3   3   3   3   3   3   3   3   3	(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
AR  2022 2023 2024 0 2024 0 AZ 2022 7 2023 111 2024 100  CA 2022 2023 27 2024 2023 2024 2024 2024 2024 2024 2024			4
AR 2022 0 2023 2 2024 0  AZ 2022 7  2023 11  2024 10  CA 2022 29  2023 27  2024 23  CO 2022 13  2024 11  CT 2022 6  2023 13  2024 11  CT 2022 6  2023 4  2024 6  DC 2022 0  2023 7  2024 6  DC 2022 0  2023 7  2024 6  DC 2022 5  2023 7  2024 10  FL 2022 5  2023 14  2024 10  GA 2022 8  2023 7  2024 10  GA 2022 8  2023 7  2024 10  IL 2022 3  IL 2022 3  IL 2023 0  IL 2022 1  IL 2022 1  2023 0  IL 2022 1  IL 2022 1  IL 2022 1  IL 2022 1		2023	0
2023 2 2024 0 2022 7 2023 11 2024 10 2024 10  CA 2022 29 2023 27 2024 23  CO 2022 13 2023 13 2024 11  CT 2022 6 2023 4 2024 6  DC 2022 0 2023 7 2024 6  DC 2022 0 2023 7 2024 0  FL 2022 5 2023 14 2024 10  GA 2022 8 2023 7 2024 10  GA 2022 8 2023 7 2024 10  GA 2022 8 2023 7 2024 10  IA 2022 8 2023 7 2024 17  IA 2022 3 2024 17  IA 2022 3 2024 17  IA 2022 3 2024 0  IIL 2022 1 2023 0 2024 0  IIL 2022 1		2024	3
2024 0 2022 7 2023 11 2024 10  CA 2022 29 2023 27 2024 23  CO 2022 13 2024 11  CT 2022 6 2023 13 2024 11  CT 2022 6 2023 4 2024 6  DC 2022 0 2023 7 2024 6  DC 2022 0 2023 7 2024 6  DC 2022 0 2023 7 2024 0  FL 2022 5 2023 14 2024 10  GA 2022 8 2023 7 2024 17  IA 2022 3 2024 17  IA 2022 3 IA 2024 17  IA 2022 3 IA 2024 17  IA 2022 3 IA 2024 17  IA 2022 3 II 2023 0 II 2024 0 II 2022 1 2023 0 2024 0 II 2022 1	AR	2022	0
AZ  2022  2023  11  2024  10  CA  2022  29  2023  27  2024  23  CO  2022  13  2023  13  2024  11  CT  2022  6  2023  4  2024  6  DC  2022  0  2023  7  2024  6  DC  2022  0  2023  7  2024  6  DC  2022  0  2023  7  2024  0  FL  2022  5  2023  14  2024  10  GA  2022  8  2023  7  2024  10  GA  2022  8  2023  7  2024  10  IA  2022  8  2023  7  2024  17  IA  2022  3  2024  17  IA  2022  3  2024  0  IL  2022  1  2023  2024  0  IL  2022  1  2023  2024  0  IL		2023	2
CA 2022 29 2023 27 2024 23 2024 23  CO 2022 13 2024 11  CT 2022 6 2023 4 2024 11  CT 2022 6 2023 7 2024 6  DC 2022 0 2023 7 2024 0  FL 2022 5 2023 14 2024 10  GA 2022 8 2023 7 2024 10  GA 2022 8 2023 7 2024 10  GA 2022 8 2023 7 2024 10  IA 2022 8 2023 7 2024 17  IA 2022 3 2024 17  IA 2022 3 2024 0  II 2022 3 2024 0  II 2022 1		2024	0
CA	AZ	2022	7
CA		2023	11
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		2024	10
CO	CA	2022	29
CO		2023	27
2023   13   11		2024	23
CT 2022 6 2023 4 2024 6 2024 6  DC 2022 0 2023 7 2024 0 2024 0  FL 2022 5 2023 14 2024 10  GA 2022 8 2023 7 2024 17  IA 2022 3 2024 17  IA 2022 3 IL 2023 0 2024 0  IL 2022 1 2023 2 IL 2023 3 IL 2024 3	CO	2022	13
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		2023	13
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2023   14     2024   10		2024	0
GA 2022 8 2023 7 2024 17 IA 2022 3 2023 0 2024 0 IL 2022 1 2023 2 2024 0 IL 2022 1 2023 2 2024 3	FL	2022	5
GA 2022 8 2023 7 2024 17  IA 2022 3 2023 0 2024 0  IL 2022 1 2023 2 2024 3		2023	14
IA 2023 7 2024 17 IA 2022 3 2023 0 2024 0 IL 2022 1 2023 2 2024 3		2024	10
IA 2024 17  2022 3  2023 0  2024 0  IL 2022 1  2023 2  2024 3	GA	2022	8
IA 2022 3 0 0 2024 0 IL 2022 1 2023 2 2024 3		2023	7
2023 0 2024 0 IL 2022 1 2023 2 2024 3		2024	17
2024 0 IL 2022 1 2023 2 2024 3	IA	2022	3
IL 2022 1 2023 2 2024 3		2023	0
2023 2 2024 3		2024	0
2024 3	IL	2022	1
		2023	2
IN 2022 5		2024	3
	IN	2022	5

(Column 1)	(Column 2)	(Column 3)
State	Year	Number of Transfers
	2023	9
	2024	13
KS	2022	8
	2023	4
	2024	5
KY	2022	4
	2023	1
	2024	2
LA	2022	2
	2023	2
	2024	0
MA	2022	2
	2023	9
	2024	2
MD	2022	6
	2023	16
	2024	28
MI	2022	19
	2023	26
	2024	14
MN	2022	8
	2023	6
	2024	6
MO	2022	7
	2023	2
	2024	4
MS	2022	0
	2023	1
	2024	2
NC	2022	9
	2023	10
	2024	20
NE	2022	0
	2023	9
	2024	0
NH	2022	0
	2023	1
	2024	0
NJ	2022	4

(Column 1)	(Column 2)	(Column 3)
State	Year	Number of Transfers
	2023	7
	2024	9
NM	2022	3
	2023	1
	2024	0
NV	2022	3
	2023	1
	2024	2
NY	2022	10
	2023	15
	2024	3
ОН	2022	18
	2023	15
	2024	18
OK	2022	5
	2023	1
	2024	6
OR	2022	0
	2023	1
	2024	0
PA	2022	41
	2023	28
	2024	25
RI	2022	1
	2023	2
	2024	2
SC	2022	6
	2023	4
	2024	5
SD	2022	0
	2023	1
	2024	0
TN	2022	3
	2023	6
	2024	5
TX	2022	27
	2023	14
	2024	16
UT	2022	0
L	1	<u> </u>

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
	2023	1
	2024	0
VA	2022	9
	2023	13
	2024	25
WA	2022	0
	2023	1
	2024	0
WI	2022	11
	2023	8
	2024	9
WV	2022	2
	2023	13
	2024	0
Totals	2022	286
	2023	315
	2024	304

Table No. 3
Status of Franchise Outlets
For Years 2022 to 2024

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlet s at Start of Year	(Col. 4) Outlet s Opene d	(Col. 5) Termination s	(Col. 6) Non- Renewal s	(Col. 7) Reacquire d By Franchisor	(Col. 8) Ceased Operatio n- other reasons	(Col. 9) Outlet s at End of Year
	2022	21	2	0	0	2	0	21
AL	2023	21	2	0	0	5	0	18
	2024	18	6	1	0	3	0	20*
	2022	4	2	0	0	0	1	5
AR	2023	5	2	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2022	47	9	4	0	0	0	52
AZ	2023	52	5	1	0	0	0	56
	2024	56	11	1	0	0	0	66
	2022	132	20	1	0	0	1	150
CA	2023	150	13	5	0	0	0	158
	2024	158	26	5	0	5	0	174*
CO	2022	53	5	0	0	0	1	57

	2023	57	4	1	0	0	0	60
	2024	60	8	1	0	7	0	60*
	2022	48	12	0	0	7	0	53
CT	2023	53	9	0	0	6	0	56
CT DC DE FL GA IA ID IL IN KS	2024	56	15	0	0	6	0	65*
	2022	22	10	0	0	0	0	32
DC	2023	32	2	1	0	0	0	33
	2024	33	0	8	0	0	0	25
	2022	4	2	0	0	0	0	6
DE	2023	6	1	0	0	2	0	5
DL	2024	5	7	0	0	2	0	10
	2022	111	16	0	0	0	3	124
FL.	2023	124	25	1	0	7	0	141
12	2024	141	19	6	0	8	0	146*
	2022	52	5	8	0	0	2	47
GA	2023	47	2	3	0	0	0	46
GII	2024	46	2	2	0	1	0	45
	2022	9	0	0	0	0	3	6
IA	2023	6	0	0	0	0	0	6
17.1	2024	6	1	0	0	1	0	6*
	2022	0	3	0	0	0	0	3
ID	2023	3	0	0	0	3	0	0
12	2024	0	3	0	0	0	0	3
	2022	19	4	0	0	0	1	22
II.	2023	22	6	0	0	0	0	28
	2024	28	6	0	0	1	0	33*
	2022	33	4	0	0	0	1	36
IN	2023	36	13	0	0	0	0	49
	2024	49	3	3	0	1	0	48*
	2022	24	3	2	0	0	0	25
KS	2023	25	2	0	0	0	0	27
	2024	27	3	0	0	1	0	29*
	2022	11	0	0	0	0	0	11
KY	2023	11	4	0	0	0	0	15
	2024	15	5	0	0	3	0	17*
	2022	26	1	0	0	0	0	27
LA	2023	27	0	10	0	5	0	12
GA IA ID IL IN KS KY LA	2024	12	6	2	0	2	0	14*
	2022	64	15	0	0	4	1	74
MA	2023	74	10	5	0	1	0	78
FL GA IA ID IL IN KS KY LA	2024	78	18	4	0	19	0	73*
MD	2022	77	16	0	0	1	0	92

	2023	92	15	8	0	1	0	98
	2024	98	16	6	0	4	0	104
	2022	1	0	0	0	0	0	1
ME	2023	1	1	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2022	108	10	0	0	0	2	116
MI	2023	116	4	3	0	0	0	117
	2024	117	9	2	0	1	0	123*
	2022	33	5	0	0	0	1	37
MN	2023	37	2	1	0	0	0	38
	2024	38	5	0	0	5	0	38*
	2022	22	3	0	0	1	0	24
MO	2023	24	4	0	0	1	0	27
	2024	27	3	3	0	2	0	25*
	2022	16	1	0	0	1	3	13
MS	2023	13	2	3	0	0	0	12
•	2024	12	9	1	0	6	0	14*
	2022	80	14	3	0	0	1	90
NC	2023	90	50	2	0	2	0	136
	2024	136	75	9	0	10	0	192*
	2022	0	0	0	0	0	0	0
ND	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2022	28	0	0	0	0	0	28
NE	2023	28	5	14	0	0	0	19
	2024	19	5	8	0	0	0	16
	2022	2	0	0	0	0	0	2
NH	2023	2	0	1	0	0	0	1
	2024	1	1	0	0	0	0	2
	2022	46	1	0	0	0	1	46
NJ	2023	46	7	0	0	0	0	53
	2024	53	3	4	0	4	0	48
	2022	10	0	0	0	0	0	10
NM	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	1	0	10
	2022	15	0	0	0	0	0	15
NV	2023	15	2	0	0	0	0	17
	2024	17	0	0	0	0	0	17
	2022	75	22	0	0	0	0	97
NY	2023	97	3	3	0	1	0	96
	2024	96	9	3	0	0	0	102
OH	2022	49	8	0	0	1	2	54

	2023	54	31	0	0	3	0	82
	2024	82	21	3	0	14	0	86*
	2022	34	4	0	0	0	0	38
OK	2023	38	1	1	0	0	0	38
	2024	38	2	0	0	0	0	40
	2022	21	2	0	0	0	0	23
OR	2023	23	0	0	0	0	0	23
311	2024	23	2	0	0	1	0	24*
	2022	159	23	0	0	2	0	180
PA	2023	180	9	0	0	4	0	185
111	2024	185	26	2	0	11	0	198*
	2022	13	7	0	0	2	0	18
RI	2023	18	5	6	0	2	0	15
	2024	15	6	1	0	2	0	18*
	2022	48	11	1	0	1	0	57
SC	2023	57	11	6	0	5	0	57
	2024	57	31	14	0	5	0	69*
	2022	0	2	0	0	0	0	2
SD	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2022	35	2	0	0	0	0	37
TN	2023	37	4	2	0	3	0	36
	2024	36	6	1	0	7	0	34*
	2022	77	10	1	0	0	1	85
TX	2023	85	10	4	0	0	0	91
	2024	91	10	0	0	1	0	100*
	2022	5	0	0	0	0	0	5
UT	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	1	0	5*
	2022	89	14	0	0	4	0	99
VA	2023	99	40	9	0	8	0	122
	2024	122	42	10	0	7	0	147*
	2022	4	2	0	0	0	0	6
VT	2023	6	0	0	0	0	0	6
	2024	6	2	0	0	2	0	6*
	2022	22	0	0	0	0	0	22
WA	2023	22	3	1	0	7	0	17
	2024	17	23	0	0	2	0	38*
	2022	84	5	0	0	1	1	87
WI	2023	87	4	16	0	4	0	71
ļ	2024	71	11	7	0	8	0	67*
WV	2022	14	3	0	0	0	0	17

	2023	17	2	0	0	0	0	19
	2024	19	0	0	0	0	0	19
WY	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Total	2022	1847	278	20	0	27	26	2052
	2023	2052	315	108	0	70	0	2189
	2024	2189	461	107	0	154	0	2389

<sup>\*</sup> During 2024, we reacquired 113 Food Retail Units from franchisees in various states and then refranchised to a new franchisee. The reacquisitions are reflected in Column 7 of Table 3 and in Column 5 of Table 4 and the refranchising is reflected in Column 4 of Table 3 and Column 7 of Table 4.

Table No. 4
Status of Company-Operated Outlets
For Years 2022 to 2024

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Outlets Reacquired from Franchisee	(Col. 6) Outlets Closed	(Col. 7) Outlets Sold to Franchisee	(Col. 8) Outlets at End of Year
	2022	2	0	2	0	1	3
AL	2023	3	0	5	1	2	5
	2024	5	0	3	1	5	2*
	2022	6	2	0	4	0	4
AR	2023	4	0	0	0	2	2
	2024	2	0	0	2	0	0
	2022	1	8	0	1	8	0
AZ	2023	0	0	0	0	0	0
	2024	0	4	0	0	4	0
	2022	3	0	0	0	3	0
CA	2023	0	1	0	0	1	0
	2024	0	1	5	0	6	0*
	2022	0	0	0	0	0	0
CO	2023	0	1	0	0	1	0
	2024	0	0	7	0	5	2*
	2022	8	1	7	0	7	9
CT	2023	9	0	6	0	7	8
	2024	8	0	6	1	13	0*
	2022	8	1	0	0	8	1
DC	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
	2022	0	0	0	0	0	0
DE	2023	0	2	3	0	1	4
	2024	4	0	2	1	3	2

	2022	7	2	1	2	5	3
FL	2023	3	5	7	1	13	1
	2024	1	8	8	3	11	3*
GA	2022	1	0	0	0	1	0
	2023	0	1	0	0	1	0
	2024	0	0	1	0	0	1
	2022	0	0	0	0	0	0
ID	2023	0	0	3	0	0	3
	2024	3	0	0	0	3	0
	2022	2	0	0	0	0	2
IL	2023	2	3	0	0	3	2
12	2024	2	0	1	0	3	0*
	2022	0	0	0	0	0	0
IN	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0*
	2022	0	0	0	0	0	0
IA	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0*
	2022	0	0	0	0	0	0
KS	2023	0	0	0	0	0	0
	2024	0	2	1	0	3	0*
	2022	1	0	0	1	0	0
KY	2023	0	2	0	0	2	0
	2024	0	0	3	0	3	0*
	2022	1	0	0	1	0	0
LA	2023	0	0	5	1	1	3
	2024	3	3	2	1	7	0*
	2022	5	1	4	2	3	5
MA	2023	5	4	1	3	6	1
	2024	1	2	19	0	13	9*
	2022	7	0	1	3	4	1
MD	2023	1	4	1	0	1	5
	2024	5	0	4	0	8	1*
	2022	0	0	0	0	0	0
ME	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	2	11	0	0	2	11
MI	2023	11	1	0	6	2	4
	2024	4	0	1	4	1	0*
	2022	1	0	0	0	1	0
MN	2023	0	0	0	0	0	0
	2024	0	0	5	0	5	0*

	2022	0	0	1	0	0	1
МО	2023	1	0	1	0	0	2
	2024	2	0	2	2	1	1*
	2022	0	3	1	0	0	4
MS	2023	4	0	0	0	3	1
	2024	1	4	6	0	6	5*
	2022	0	0	0	0	0	0
MT	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	3	0	0	0	3	0
NC	2023	0	17	4	0	11	10
	2024	10	34	10	0	45	9*
	2022	0	0	0	0	0	0
ND	2023	0	0	0	0	0	0
	2024	0	1	0	0	1	0
	2022	0	0	0	0	0	0
NE	2023	0	0	0	0	0	0
	2024	0	1	0	0	1	0
	2022	0	0	0	0	0	0
NH	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	0	2	0	0	0	2
NJ	2023	2	0	0	0	2	0
	2024	0	1	4	0	1	4
	2022	0	0	0	0	0	0
NM	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2022	18	3	0	0	11	10
NY	2023	10	1	1	1	1	10
	2024	10	0	0	3	7	0
	2022	0	0	0	0	0	0
NV	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	1	0	1	0	1	1
ОН	2023	1	5	3	1	6	2
	2024	2	4	14	1	17	2*
	2022	0	0	0	0	0	0
OK	2023	0	0	0	0	0	0
	2024	0	1	0	0	1	0
	2022	1	0	0	0	1	0
OR	2023	0	0	0	0	0	0
	2024	0	1	1	0	2	0*

	2022	7	4	2	3	4	6
PA	2023	6	3	4	6	5	2
	2024	2	6	11	0	16	3*
	2022	5	0	2	0	5	2
RI	2023	2	1	2	0	3	2
	2024	2	0	2	0	4	0*
	2022	5	0	1	4	1	1
SC	2023	1	7	5	1	3	9
	2024	9	11	5	0	24	1*
	2022	0	0	0	0	0	0
SD	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	1	1	0	0	1	1
TN	2023	1	1	3	0	4	1
	2024	1	4	7	0	7	5*
	2022	0	0	0	0	0	0
TX	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0*
	2022	0	0	0	0	0	0
UT	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0*
	2022	4	1	4	0	3	6
VA	2023	6	15	10	0	8	23
	2024	23	0	7	5	21	4*
	2022	0	0	0	0	0	0
VT	2023	0	0	0	0	0	0
	2024	0	0	2	0	2	0*
	2022	2	0	0	0	2	0
WV	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	0	0	0	0	0	0
WA	2023	0	5	7	0	0	12
	2024	12	7	2	1	19	1*
	2022	0	0	1	0	0	1
WI	2023	1	0	4	0	1	4
	2024	4	3	8	1	10	4*
	2022	0	0	0	0	0	0
WY	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2022	102	40	28	21	75	74
Total	2023	74	79	75	21	90	117
	2024	117	98	154	27	282	60

\* During 2024, we reacquired 113 Food Retail Units from franchisees in various states and then refranchised to a new franchisee. The reacquisitions are reflected in Column 7 of Table 3 and in Column 5 of Table 4 and the refranchising is reflected in Column 4 of Table 3 and Column 7 of Table 4.

Table No. 5
Projected Openings
as of December 31, 2024

(Column 1) State	(Column 2) Franchise Agreements Signed But Outlet Not Opened	(Column 3) Projected New Franchised Outlet in the Next Fiscal Year	(Column 4) Projected New Company- Operated Outlets in the Next Fiscal Year
California	0	0	5
Colorado	0	0	1
Connecticut	0	0	1
Florida	0	0	9
Illinois	0	0	2
Maryland	1	1	2
Michigan	0	0	1
Missouri	1	1	2
North Carolina	0	1	23
Nebraska	0	0	1
New Jersey	0	0	5
Ohio	6	6	0
Oregon	0	0	3
Pennsylvania	0	0	5
South Carolina	0	0	3
Texas	0	0	1
Washington	2	2	1
West Virginia	0	0	3
Total	10	11	68

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

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

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

#### **ITEM 21: FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit D are our audited financial statements for the fiscal years ending December 31, 2024, December 31, 2023, and December 31, 2022.

#### **ITEM 22: CONTRACTS**

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

Exhibit E. Franchise Agreement and related Attachments
Exhibit F. Training and Confidentiality Agreement
Exhibit G. Franchisee Owners
Exhibit H. Promissory Note

#### **ITEM 23: RECEIPTS**

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

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

#### LIST OF STATE ADMINISTRATORS

CALIFORNIA:

Department of Financial Protection and Innovation 1 (866) 275 2677

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

Sacramento 651 Bannon Street Suite 300 Sacramento, CA 95811 (916) 445 7205

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

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

#### HAWAII:

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

#### **ILLINOIS:**

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

INDIANA:

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

#### MARYLAND:

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

### MICHIGAN:

Chad Canfield
Franchise Administrator Antitrust
and Franchise Unit
Consumer Protection Division
Department of Attorney General
670 Law Building
525 W. Ottawa Street
Lansing, MI 48913
(517) 335 7567

# MINNESOTA: Commissioner

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

#### **NEW YORK:**

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

#### NORTH DAKOTA:

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

#### OREGON:

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

#### RHODE ISLAND:

Department of Business Regulation Securities Division 1511 Pontiac Avenue, Bldg. 68-2 Cranston, Rhode Island 02920 (401) 462 9585

#### SOUTH DAKOTA:

Franchise Administrator Division of Insurance Securities Regulation 124 S. Euclid, 2<sup>nd</sup> Floor Pierre, SD 57501 (605) 773 3563

#### VIRGINIA:

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

#### WASHINGTON:

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

#### WISCONSIN:

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

# EXHIBIT B - LIST OF AGENTS FOR SERVICE OF PROCESS Hissho International, LLC

## **Franchise Disclosure Document**

### LIST OF AGENTS FOR SERVICE OF PROCESS

CALIEODNIA	NEW VODV
CALIFORNIA Commissioner of the	NEW YORK
Commissioner of the	New York Secretary of State
Dept. of Financial Protection and Innovation	New York Department of State
651 Bannon Street	One Commerce Plaza
Suite 300	99 Washington Avenue, 6 <sup>th</sup> Floor
Sacramento, CA 95811	Albany, NY 12231-0001
www.dfpi.ca.gov and email: Ask.DFPI@dfpi.ca.gov	(518) 473-2492
(916) 327-7585	
HAWAII	NORTH DAKOTA
Commissioner of Securities, Dept. of Commerce and	
Consumer Affairs, Business Registration Division	State Capitol, 14th Floor
335 Merchant Street, Room 203	600 East Boulevard Avenue
Honolulu, Hawaii 96813	Bismarck, ND 58505
(808) 586-2722	(701) 328-4712
ILLINOIS	OREGON
Illinois Attorney General	Director, Dept. of Consumer and Business Services
500 South Second Street	350 Winter Street NE, Room 410
Springfield, IL 62706	Salem, OR 97301 3881
(217) 782-1090	
INDIANA	RHODE ISLAND
Securities Commissioner	Director, Dept. of Business Regulation
	1511 Pontiac Avenue, Bldg. 68-2
Indiana Secretary of State 201 State House	Cranston, RI 02920
Indianapolis, IN 46204 (317) 232-6531	(401) 462-9585
MARYLAND	SOUTH DAKOTA
Maryland Securities Commissioner at the Office of the	
Attorney General – Securities Division	Securities Regulation
200 St. Paul Place	124 S. Euclid, 2 <sup>nd</sup> Floor
Baltimore, MD 21202-2021	Pierre, SD 57501
(410) 576-6360	(605) 773-3563
MICHIGAN	VIRGINIA
Department of Attorney General	Clerk, State Corporation Commission
Corporate Oversight Division	1300 East Main Street, 9th Floor
P.O. Box 30755	Richmond, VA 23219
Lansing, MI 48909	(804) 371-9733
(517) 373-7117	
MINNESOTA	WASHINGTON
Minnesota Commissioner of Commerce	Director, Department of Financial Institutions
85 7th Place East, Suite 280	Securities Division - 3 <sup>rd</sup> Floor
St. Paul, MN 55101-2198	150 Israel Road, SW
(651) 539-1600	Tumwater, WA 98501
(,,,,,,,,,,	(360) 902-8760
	WISCONSIN
	Administrator, Division of Securities
	Department of Financial Institutions
	4822 Madison Yards Way, North Tower
	Madison, WI 53705
	(608) 261-9555

# EXHIBIT C – LISTS OF CURRENT AND FORMER FRANCHISEES Hissho International, LLC Franchise Disclosure Document

## EXHIBIT C-1 TO THE DISCLOSURE DOCUMENT LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2024

LIST OF CURRENT FRANCHISEES (2389 Total)						
State	City	Franchisee	Food Retail Unit Type (i.e., HISSHO Sushi, ŌUMI sushi, SUSHI WITH GUSTO, IBASHO Sushi, SHIZEN)	Food Retail Unit Address	FRU Phone Number	
AL	Birmingham	Linbin Food Express LLC	HISSHO Sushi	1400 University Blvd Mein Bowl, Birmingham AL, 35233-1501	205-934-4011	
AL	Birmingham	Linbin Food Express LLC	HISSHO Sushi	1400 University Blvd Sushi Bar, Birmingham AL, 35233-1501	205-934-4011	
AL	Daphne	Awng Pa Dang	SUSHI WITH GUSTO	6900 US Highway 90 Suite 2, Daphne AL, 36526	251-626-1422	
AL	Homewood	Salai Kee Le Awm Kee	HISSHO Sushi	800 Lakeshore Dr Sushi Bar, Homewood AL, 35209-	205-726-2011	
AL	Homewood	SIANVAAN LLC	SUSHI WITH GUSTO	549 Brookwood Village, Homewood AL, 35209	205-414-0017	
AL	Hoover	UA Sushi, LLC	ŌUMI sushi	5250 Medford Dr Sushi BarSuite 120, Hoover AL, 35244-2104	205-263-4970	
AL	Huntsville	Shwesushi LLC	SUSHI WITH GUSTO	4800 WhiteCMurg Drive, Huntsville AL, 35802	256-880-9042	
AL	Huntsville	UAH Mein Bowl LLC	HISSHO Sushi	4700 Holmes Ave, Huntsville AL, 35899-0001	256-824-5124	
AL	Huntsville	UAH Mein Bowl LLC	HISSHO Sushi	4705 Holmes Ave Charger Union Building, Huntsville AL, 35899-0001	256-824-5124	
AL	Huntsville	UAH Mein Bowl LLC	HISSHO Sushi	4705 Holmes Ave Charger Union Building, Huntsville AL, 35899-0001	256-824-5124	
AL	Huntsville	UAH Mein Bowl LLC	HISSHO Sushi	5000 Technology Dr NW, Huntsville AL, 35805-1980	256-824-5124	

AL	Huntsville	UAH Mein Bowl LLC	HISSHO Sushi	507 John Wright Dr NW, Huntsville AL, 35805	256-824-5124
AL	Huntsville	UAH Mein Bowl LLC	HISSHO Sushi	7000 Adventist Blvd NW, Huntsville AL, 35896	256-824-5124
AL	Jacksonville	Sany LLC	HISSHO Sushi	700 Pelham Rd N Sushi Bar, Jacksonville AL, 36265	#N/A
AL	Jacksonville	Sany LLC	HISSHO Sushi	700 Pelham Rd N Sushi Bar, Jacksonville AL, 36265	#N/A
AL	Madison	Shwesushi LLC	ŌUMI sushi	7504 Highway 72 W Sushi Bar, Madison AL, 35758-	256-203-8334
AL	Mobile	RICHMORO LLC	SUSHI WITH GUSTO	3940 Airport Blvd Suite A, Mobile AL, 36608	251-344-8026
AL	Montgomery	Thet Win	SUSHI WITH GUSTO	1635 Perry Hill Rd, Montgomery AL, 36106	334-272-8952
AL	Troy	Skyhope Inc.	HISSHO Sushi	117 Adams Center Trojan Dining Hall, Troy AL, 36082-0001	334-670-3454
AL	Tuscaloosa	King Sithu LLC	SUSHI WITH GUSTO	1320 McFarland Blvd East, Tuscaloosa AL, 35404	205-391-1204
AR	Jonesboro	Sian Deih LLC	SUSHI WITH GUSTO	105 NCaraway Road, Jonesboro AR, 72401	#N/A
AR	Little Rock	Emiko Abe Biggin	HISSHO Sushi	4300 West 7th St, Little Rock AR, 72205	501-257-5280
AR	Little Rock	La Nan Galau	HISSHO Sushi	2801 S University Ave, Little Rock AR, 72204	#N/A
AR	Little Rock	La Nan Galau	HISSHO Sushi	2801 S University Ave, Little Rock AR, 72204	#N/A
AR	Little Rock	Yanfei Liu	SUSHI WITH GUSTO	11525 Cantrell Road Suite 800, Little Rock AR, 72212	501-225-7700
AR	North Little Rock	Emiko Abe Biggin	HISSHO Sushi	2200 Fort Roots Drive, Bldg. 170, North Little Rock AR, 72114	501-257-2131
AR	Rogers	MiMi San LLC	SUSHI WITH GUSTO	2203 Promenade BlvdSuite 121, Rogers AR, 72758	479-986-8886
AZ	Avondale	Ram Uk Thang	ŌUMI sushi	1813 N. Dysart Road, Avondale AZ, 85392	623-535-8989
AZ	Cave Creek	Dawt Chin	ŌUMI sushi	5355 E Carefree Hwy Sushi BarBuilding A, Cave Creek AZ, 85331-9080	480-637-4699
AZ	Chandler	AUNGYWA LLC	ŌUMI sushi	1959 W Ray Rd Sushi Bar, Chandler AZ, 85224-4007	480-732-1012

ΑZ	Chandler	Faiceu, LLC	ŌUMI sushi	2855 S Alma School Rd	480-814-2700
AL	Chandler	raiceu, LLC	OOMI Sushi	Sushi Bar, Chandler AZ, 85286-4401	480-814-2700
AZ	Chandler	Kyaw Do Sushi LLC	ŌUMI sushi	4065 S Gilbert Rd Sushi Bar, Chandler AZ, 85249-	602-385-3392
AZ	Flagstaff	Thawng Lam Khai	ŌUMI sushi	1560 S Riordan Ranch St Sushi Bar, Flagstaff AZ, 86001-6372	928-679-6000
AZ	Gilbert	CHERRY PAR, LLC	ŌUMI sushi	2582 S Val Vista Dr Sushi Bar, Gilbert AZ, 85295-	480-821-1511
AZ	Gilbert	Mandalay Palace LLC	HISSHO Sushi	1566 S Higley Rd, Gilbert AZ, 85296	480-498-2200
AZ	Gilbert	Thi Thi Htet	HISSHO Sushi	3931 S Gilbert Rd, Gilbert AZ, 85297	480-281-0201
AZ	Gilbert	Thi Thi Htet	HISSHO Sushi	5110 S Power Rd, Gilbert AZ, 85296	480-281-0268
AZ	Gilbert	Tihbual Sushi, LLC	ŌUMI sushi	1668 N. Higley Road, Gilbert AZ, 85234	520-652-3524
AZ	Glendale	NGUN SUSHI, LLC	ŌUMI sushi	6760 W Deer Valley Rd Sushi Bar, Glendale AZ, 85310-5949	623-385-4430
AZ	Goodyear West	HTUN FAMILY, LLC.	HISSHO Sushi	995 S Cotton Ln, Goodyear West AZ, 85338	480-627-3275
AZ	Green Valley	David Rodriguez	ŌUMI sushi	18755 S Nogales Hwy Sushi Bar, Green Valley AZ, 85614-0400	520-729-3370
AZ	LaVeen	Mang Sian Sut	ŌUMI sushi	7700 S 59th Ave Sushi Bar, LaVeen AZ, 85339-3064	480-210-4896
AZ	Maricopa	De Deih Sushi, LLC	ŌUMI sushi	20300 N John Wayne Pkwy Sushi Bar, Maricopa AZ, 85139	520-532-1093
AZ	Mesa	Chris Youngran Oh	ŌUMI sushi	1240 S Signal Butte Rd Sushi Bar, Mesa AZ, 85209-	480-586-3710
AZ	Mesa	Ngun Si	ŌUMI sushi	1933 East Brown Road, Mesa AZ, 85203	480-668-0800
AZ	Mesa	NICHOLAS GO THAWN KHAI LLC	ŌUMI sushi	2060 E Baseline Rd Sushi Bar, Mesa AZ, 85204-6965	480-401-3758
AZ	Mesa	Tihbual Sushi, LLC	ŌUMI sushi	5918 E Longbow Pkwy Sushi Bar, Mesa AZ, 85215-	480-401-3870
AZ	Oro Valley	Nawarat LLC	ŌUMI sushi	7665 N Oracle Rd Sushi Bar, Oro Valley AZ, 85704-	520-297-5446
AZ	Peoria	Aung Ya Sushi, LLC	ŌUMI sushi	10134 W Happy Valley Pkwy Sushi Bar, Peoria AZ, 85383-4254	602-385-3392
AZ	Peoria	JERRY'S SUSHI, LLC	ŌUMI sushi	8375 W Thunderbird Rd Sushi Bar, Peoria AZ,	623-334-1111

AZ	Peoria	Ram Uk Thang	HISSHO Sushi	24890 N Lake Pleasant Pkwy, Peoria AZ, 85383	623-376-7300
AZ	Phoenix	Daniel Bawi Lian Thang	ŌUMI sushi	1625 E Glendale Ave Sushi Bar, Phoenix AZ, 85020-	602-385-2150
AZ	Phoenix	Daniel Bawi Lian Thang	ŌUMI sushi	8040 N 19TH Ave Sushi Bar, Phoenix AZ, 85021-	602-864-6130
AZ	Phoenix	HT Sushi LLC	HISSHO Sushi	16806 N 7th St, Phoenix AZ, 85022	602-794-3601
AZ	Phoenix	HT Sushi LLC	HISSHO Sushi	5715 N 19th Ave, Phoenix AZ, 85015	602-308-3604
AZ	Phoenix	Htoo LLC	ŌUMI sushi	9824 W. McDowell Rd., Phoenix AZ, 85037	623-352-6269
AZ	Phoenix	HTUN FAMILY, LLC.	ŌUMI sushi	34750 N. North Valley Parkway, Phoenix AZ, 85086-3250	480-956-6058
AZ	Phoenix	Iang LLC	HISSHO Sushi	650 E Indian School Rd, Phoenix AZ, 85012-1839	602-222-6421
AZ	Phoenix	JERRY'S SUSHI, LLC	HISSHO Sushi	1 N. Norterra Drive, Phoenix AZ, 85085	#N/A
AZ	Phoenix	JERRY'S SUSHI, LLC	HISSHO Sushi	1 N. Norterra Drive, Phoenix AZ, 85085	#N/A
AZ	Phoenix	JERRY'S SUSHI, LLC	HISSHO Sushi	1 N. Norterra Drive, Phoenix AZ, 85085	#N/A
AZ	Phoenix	JERRY'S SUSHI, LLC	ŌUMI sushi	4201 W Thunderbird Rd Sushi Bar, Phoenix AZ,	623-487-0330
AZ	Phoenix	John Zungring	ŌUMI sushi	4735 E Ray Rd Sushi BarUnit A 001, Phoenix AZ, 85044-6233	480-295-4901
AZ	Phoenix	Kyawt Kyawt Aung	ŌUMI sushi	245 E Bell Rd Sushi Bar#15, Phoenix AZ, 85022-	602-218-4949
AZ	Phoenix	Mual Zang LLC	ŌUMI sushi	3320 N 7th Ave Sushi Bar, Phoenix AZ, 85013-4109	602-384-2650
AZ	Phoenix	Nok Sushi LLC	HISSHO Sushi	5777 E Mayo Blvd, Phoenix AZ, 85054	#N/A
AZ	Phoenix	Nok Sushi LLC	HISSHO Sushi	5777 E Mayo Blvd, Phoenix AZ, 85054	#N/A
AZ	Phoenix	Nok Sushi LLC	HISSHO Sushi	5777 E Mayo Blvd, Phoenix AZ, 85054	#N/A
AZ	Phoenix	Sang Aye Win, LLC	ŌUMI sushi	5455 E High St Sushi BarSuite 107, Phoenix AZ,	602-682-3200
AZ	Phoenix	Solomon Fresh Rolls Sushi LLC	ŌUMI sushi	2824 E Indian School Rd Sushi Bar, Phoenix AZ, 85016-6863	602-553-3131
AZ	Phoenix	Tlaihlun Sushi LLC	ŌUMI sushi	12415 N Tatum Blvd Sushi Bar, Phoenix AZ, 85032-	602-971-4177

AZ	Prescott	Tha Par, LLC	ŌUMI sushi	174 E Sheldon St Sushi Bar, Prescott AZ, 86301-3183	928-499-3350
AZ	Prescott Valley	Tha Par, LLC	ŌUMI sushi	5645 E State Route 69 Sushi Bar, Prescott Valley AZ, 86314-6540	928-379-8000
AZ	Queen Creek	NICHOLAS GO THAWN KHAI LLC	ŌUMI sushi	37666 N. Gantzel Road, Queen Creek AZ, 85140-	520-614-0304
AZ	Queen Creek	Thi Thi Htet	HISSHO Sushi	21398 S Ellsworth Loop Rd, Queen Creek AZ,	480-214-4810
AZ	Queen Creek	Vandaitui LLC	ŌUMI sushi	21181 S Ellsworth Loop Rd Sushi Bar, Queen Creek AZ, 85142-9855	602-385-3392
AZ	Scottsdale	May Soe	ŌUMI sushi	8787 N Scottsdale Rd Sushi Bar, Scottsdale AZ, 85253- 2325	480-534-3620
AZ	Scottsdale	Ni Hlei Mawi	ŌUMI sushi	4402 N Miller Rd Sushi Bar, Scottsdale AZ, 85251-	480-941-6001
AZ	Scottsdale	Pum Sushi, LLC	ŌUMI sushi	9301 E Shea Blvd Ste 132 Sushi Bar, Scottsdale AZ, 85260-6736	480-551-9665
AZ	Scottsdale	Sang Aye Win, LLC	ŌUMI sushi	23269 N Scottsdale Rd Sushi Bar, Scottsdale AZ, 85255-4481	480-295-4789
AZ	Surprise	Aung Ya Sushi, LLC	ŌUMI sushi	13759 W. Bell Road, Surprise AZ, 85374	623-544-3121
AZ	Surprise	Iang LLC	ŌUMI sushi	13650 N Prasada Pkwy, Surprise AZ, 85388 - 8002	480-864-1358
AZ	Tempe	Ngun Si	ŌUMI sushi	1706 E Southern Ave Sushi Bar, Tempe AZ, 85282-	480-821-1511
AZ	Tempe	Ngun Si	ŌUMI sushi	931 E Elliot Rd Sushi BarSte 110, Tempe AZ,	480-567-7040
AZ	Tucson	Budathoki Family LLC	ŌUMI sushi	4645 E Speedway Blvd Sushi Bar, Tucson AZ,	520-325-1320
AZ	Tucson	Magar Family LLC	HISSHO Sushi	4040 N Oracle Rd, Tucson AZ, 85705	520-202-1501
AZ	Tucson	Magar Family LLC	ŌUMI sushi	4282 N 1ST Ave Sushi Bar, Tucson AZ, 85719-1026	520-407-5132
AZ	Tucson	Nawarat LLC	ŌUMI sushi	3860 W River Rd Sushi Bar, Tucson AZ, 85741-	520-204-1787
AZ	Tucson	Nawarat LLC	ŌUMI sushi	7877 E Broadway Blvd Sushi Bar, Tucson AZ,	520-546-6112
AZ	Tucson	Sawnan Sushi LLC	HISSHO Sushi	3601 South 6th Ave, Tucson AZ, 85723	520-629-1844
AZ	Tucson	Trivass's Family LLC	ŌUMI sushi	4800 S. Landing Way, Tucson AZ, 85714-2441	520-524-0290

AZ	Tuscon	ElizahNaing, LLC	SUSHI WITH GUSTO	1303 E. University, Tuscon AZ, 85721	520-621-5735
AZ	Yuma	Lun Kap Lian	ŌUMI sushi	1590 S 4TH Ave Sushi BarUnit A, Yuma AZ, 85364-4638	928-388-6016
CA	Albany	Lydia Lian	ŌUMI sushi	1075 Monroe St Sushi Bar, Albany CA, 94706-2267	510-345-0461
CA	Alhambra	Soe Moe Aye	ŌUMI sushi	150 E Main St Sushi BarSuite 150, Alhambra CA, 91801-3544	626-863-1096
CA	Bakersfield	Wai Yan Hein	ŌUMI sushi	10650 Stockdale Hwy Sushi Bar, Bakersfield CA, 93311- 3669	
CA	Bakersfield	Wai Yan Hein	ŌUMI sushi	3535 Panama Lane, Bakersfield CA, 93313	661-529-3501
CA	Berkeley	Julianna Lian	HISSHO Sushi	1550 Shattuck Ave Sushi Bar, Berkeley CA, 94709-	510-841-7942
CA	Berkeley	Julianna Lian	HISSHO Sushi	1850 Solano Ave Sushi Bar, Berkeley CA, 94707-2313	510-524-1673
CA	Brea	Bungshi Inc	ŌUMI sushi	735 East Birch Street, Brea CA, 92821	714-482-1000
CA	Brentwood	Ohn Mar Sett	ŌUMI sushi	2325 Sand Creek Rd Sushi Bar, Brentwood CA, 94513- 7173	925-308-1965
CA	Burbank	DD Boris Family Inc	ŌUMI sushi	1011 N San Fernando Blvd Sushi Bar, Burbank CA, 91504-4329	818-556-4089
CA	Camarillo	TIN CHO WIN LLC	ŌUMI sushi	2400 Las Posas Rd Sushi Bar, Camarillo CA, 93010-	805-233-3755
CA	Carlsbad	P AND Z INC	ŌUMI sushi	3243 Camino de los Coches Sushi Bar, Carlsbad CA, 92009-8966	760-635-0625
CA	Carlsbad	Pongsan Zame	ŌUMI sushi	2618 El Camino Real Sushi Bar, Carlsbad CA, 92008- 1214	760-730-1123
CA	Carlsbad	Pongzi Htat Hpu	ŌUMI sushi	2634 Gateway Rd Sushi Bar, Carlsbad CA, 92009-	760-827-8916
CA	Cerritos	Tun Lin	ŌUMI sushi	11900 South St Sushi Bar, Cerritos CA, 90703-6847	562-274-0602
CA	Chino Hills	Hla Sandar Win	ŌUMI sushi	3630 Grand Ave Sushi Bar, Chino Hills CA, 91709-	909-548-0440
CA	Chula Vista	May Sushi Inc.	HISSHO Sushi	690 THIRD AVE, Chula Vista CA, 91910-5704	619-409-7630
CA	Chula Vista	May Sushi Inc.	HISSHO Sushi	878 Eastlake Pkwy, Chula Vista CA, 91914-4544	619-421-2099

CA	Citrus Heights	BOND 32 LLC	ŌUMI sushi	7905 Greenback Ln, Citrus Heights CA, 95610-6907	916-560-2000
CA	Claremont	Htun Family LLC	ŌUMI sushi	835 W Foothill Blvd Sushi Bar, Claremont CA, 91711- 3302	909-267-1049
CA	Clovis	Aung Phyoe	ŌUMI sushi	850 Herndon Ave Sushi BarSuite 103, Clovis CA, 93612-0489	559-326-1169
CA	Corona	Chit Sa Noe	ŌUMI sushi	120 West Ontario Avenue, Corona CA, 92882	951-371-4227
CA	Costa Mesa	Musashi Koyoma LLC	ŌUMI sushi	225 E. 17th Street, Costa Mesa CA, 92627	949-698-1094
CA	Costa Mesa	Zaw Win Htun	ŌUMI sushi	3030 Harbor Blvd Suite D, Costa Mesa CA, 92626	714-751-6399
CA	Cudahy	MIN AND CHAL LLC	ŌUMI sushi	7925 Atlantic Avenue, Cudahy CA, 90201-5710	213-259-2223
CA	Culver City	Nandar Kitchen Inc.	ŌUMI sushi	5660 Sepulveda Blvd Sushi Bar, Culver City CA, 90230- 6122	310-591-1028
CA	Daly City	Yae Hlaing Corp	ŌUMI sushi	301 Gellert Blvd Sushi Bar, Daly City CA, 94015-2613	415-325-1091
CA	Diamond Bar	Pyone Cho Food Services LLC	ŌUMI sushi	239 S Diamond Bar Blvd Sushi Bar, Diamond Bar CA, 91765-1606	909-378-4980
CA	Downey	YCL FAMILY CORPORATION	ŌUMI sushi	12060 Lakewood Blvd., Downey CA, 90242-2659	562-545-9024
CA	Dublin	Xuemei Di	ŌUMI sushi	7153 Amador Plaza Rd Sushi Bar, Dublin CA,	925-307-1172
CA	Eastvale	Chit Sa Noe	ŌUMI sushi	13985 Limonite Ave Sushi Bar, Eastvale CA, 92880	909-655-5356
CA	El Cajon	Ahjung Salupta	ŌUMI sushi	152 N 2ND St, El Cajon CA, 92021-7240	619-579-8251
CA	Elk Grove	Zaw Min Thwin	ŌUMI sushi	8211 Laguna Blvd Sushi Bar, Elk Grove CA, 95758-	916-478-9595
CA	Encinitas	Ti Ah Se Mee	ŌUMI sushi	1327 Encinitas Blvd Sushi Bar, Encinitas CA, 92024- 2845	760-633-4747
CA	Escondido	Vlang Kwin Sushi LLC	ŌUMI sushi	510 W 13TH Ave, Escondido CA, 92025-5619	760-743-1528
CA	Folsom	Min's Business LLC	ŌUMI sushi	905 E Bidwell St Sushi Bar, Folsom CA, 95630-3348	916-605-7050
CA	Fontana	Zin Noo Win	ŌUMI sushi	16964 S Highland Ave, Fontana CA, 92336-3464	900-320-5360
CA	Fountain Valley	Sushi in a Box, Inc.	ŌUMI sushi	17950 Magnolia St., Fountain Valley CA, 92708	657-733-4525

CA	Fresno	Aung Phyoe	ŌUMI sushi	7477 N Blackstone Ave Sushi Bar, Fresno CA,	559-256-1735
CA	Fullerton	Tun Lin	ŌUMI sushi	1447 South Harbor Blvd, Fullerton CA, 92832	714-441-1233
CA	Garden Grove	CLNP Family Corporation	ŌUMI sushi	9848 Chapman Ave Sushi Bar, Garden Grove CA,	657-427-6713
CA	Glendora	Hla Sandar Win	ŌUMI sushi	655 S Grand Ave Sushi Bar, Glendora CA, 91740-4139	626-250-6625
CA	Goleta	Ko Myo Aung	ŌUMI sushi	175 N Fairview Ave Sushi Bar, Goleta CA, 93117-	805-979-9589
CA	Granada Hills	YCL FAMILY CORPORATION	ŌUMI sushi	10821 Zelzah Ave, Granada Hills CA, 91344	818-366-0717
CA	Hayward	Sushi Par LLC	ŌUMI sushi	26207 Mission Boulevard, Hayward CA, 94544-3030	510-392-3338
CA	Hemet	Alina Pradith	ŌUMI sushi	2207 W Florida Ave, Hemet CA, 92545	951-537-1975
CA	Hesperia	Naw Gu Hka Ja	HISSHO Sushi	12795 Main St, Hesperia CA, 92345	760-949-3062
CA	Huntington Beach	Musashi Koyoma LLC	ŌUMI sushi	9861 Adams Ave Sushi Bar, Huntington Beach CA, 92646-4807	714-369-1139
CA	Huntington Beach	Ye Htun Kyaw	ŌUMI sushi	6942 Warner Ave Sushi Bar, Huntington Beach CA, 92647-5316	714-369-1160
CA	Indian Wells	JJAKP SUSHI LLC	ŌUMI sushi	74895 US Highway 111, Indian Wells CA, 92210-	442-305-5258
CA	Irvine	Lucky Oo LLC	ŌUMI sushi	3775 Alton Pkwy, Irvine CA, 92606	949-705-5435
CA	La Canada Flintridge	Wunna Soe	ŌUMI sushi	920 Foothill Blvd Sushi Bar, La Canada Flintridge CA, 91011-3338	818-495-1104
CA	La Habra	Zaw Htoo Myint	ŌUMI sushi	1431 W Imperial Hwy Sushi Bar, La Habra CA, 90631- 6992	562-265-2151
CA	La Mesa	Ahjung Salupta	ŌUMI sushi	4630 Palm Ave., La Mesa CA, 91941	619-460-7722
CA	La Quinta	JJAKP SUSHI LLC	ŌUMI sushi	79050 Highway 111 Sushi Bar, La Quinta CA, 92253- 2482	760-771-2485
CA	La Verne	Zin Hnin Khaing	ŌUMI sushi	1375 Foothill Blvd Sushi Bar, La Verne CA, 91750-	909-582-2836
CA	Laguna Niguel	Myat Ling Pai	ŌUMI sushi	27271 La Paz Rd Sushi Bar, Laguna Niguel CA, 92677- 3624	949-349-1999

CA	Lake Forest	Myat Ling Pai	ŌUMI sushi	24332 Rockfield Blvd Sushi Bar, Lake Forest CA, 92630- 4742	
CA	Lakewood	Khin Ohn Myint	ŌUMI sushi	4253 Woodruff Ave Sushi Bar, Lakewood CA, 90713- 3142	562-739-2541
CA	Lancaster	HTIN KAUNG INC	ŌUMI sushi	43668 15th St West, Lancaster CA, 93534	661-499-2651
CA	Lathrop	Ohnmar Kyi	ŌUMI sushi	16576 Golden Valley Parkway, Lathrop CA, 95330-7802	209-670-1663
CA	Lawndale	San chit LLC	ŌUMI sushi	14411 Hawthorne Blvd., Lawndale CA, 90260-1518	424-491-5034
CA	Lemon Grove	Ahjung Salupta	ŌUMI sushi	3205 Lemon Grove Avenue, Lemon Grove CA, 91945	619-667-8686
CA	Lincoln	Saw Bah Blu	ŌUMI sushi	115 Ferrari Ranch Rd Sushi Bar, Lincoln CA, 95648-	916-209-5346
CA	Livermore	Yon Lwin Dawson	HISSHO Sushi	7000 East Ave, Livermore CA, 94550-9698	#N/A
CA	Livermore	Yon Lwin Dawson	HISSHO Sushi	7000 East Ave., Livermore CA, 94550-9698	#N/A
CA	Livermore	Yon Lwin Dawson	HISSHO Sushi	7000 East Ave., Livermore CA, 94550-9698	#N/A
CA	Lodi	Aung Kyaw Moe	ŌUMI sushi	250 E Harney Ln Sushi Bar, Lodi CA, 95240-6882	209-371-6656
CA	Loma Linda	Juicy land llc	HISSHO Sushi	11201 Benton St, Loma Linda CA, 92357-1000	909-583-6806
CA	Long Beach	Motherland Sushi LLC	ŌUMI sushi	4600 E. Pacific Coast Highway, Long Beach CA, 90815	562-286-9409
CA	Long Beach	Souphaphone Meo Mounivong	HISSHO Sushi	5901 E 7th St, Long Beach CA, 90822-5201	562-826-5442
CA	Los Angeles	Bungshi Inc	HISSHO Sushi	4733 Sunset Blvd Building #233, Los Angeles CA,	#N/A
CA	Los Angeles	LYNN STAR INC	ŌUMI sushi	915 N La Brea Ave Sushi Bar, Los Angeles CA,	323-217-1642
CA	Los Angeles	LYNN STAR INC	ŌUMI sushi	915 N La Brea Ave, Los Angeles CA, 90038	323-217-1642
CA	Los Angeles	Naing Sushi LLC	HISSHO Sushi	11301 Wilshire Blvd, Los Angeles CA, 90073-1003	310-268-3682
CA	Los Angeles	Naing Sushi LLC	ŌUMI sushi	1751 Westwood Blvd Sushi Bar, Los Angeles CA, 90024-5607	310-500-1192

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CA	Los Angeles	Nandar Kitchen Inc.	ŌUMI sushi	8985 Venice Blvd Sushi Bar, Los Angeles CA,	424-361-6611
CA	Los Angeles	PONG PONG SUSHI LLC	ŌUMI sushi	11315 Ventura Boulevard, Los Angeles CA, 91604	747-256-6517
CA	Los Angeles	Su Myat Hlaing	ŌUMI sushi	1302 S La Brea Ave Sushi BarSuite C, Los Angeles CA, 90019-3060	323-801-7510
CA	Los Angeles	Than Than Soe	ŌUMI sushi	2245 Yosemite Dr Sushi Bar, Los Angeles CA,	323-423-1128
CA	Malibu	Charles Dim-Awng	HISSHO Sushi	24255 Pacific Coast Hwy Sushi Bar, Malibu CA, 90263-3999	415-336-6712
CA	Malibu	Charles Dim-Awng	HISSHO Sushi	24255 Pacific Coast Hwy Sushi Bar, Malibu CA, 90263-3999	415-336-6712
CA	Malibu	Charles Dim-Awng	HISSHO Sushi	24255 Pacific Coast Hwy Sushi Bar, Malibu CA, 90263-3999	415-336-6712
CA	Malibu	Charles Dim-Awng	HISSHO Sushi	24255 Pacific Coast Hwy Sushi Bar, Malibu CA, 90263-3999	415-336-6712
CA	Malibu	Charles Dim-Awng	HISSHO Sushi	24255 Pacific Coast Hwy Sushi Bar, Malibu CA, 90263-3999	415-336-6712
CA	Menifee	Alina Pradith	ŌUMI sushi	27281 Newport Rd Sushi Bar, Menifee CA, 92584	951-370-1317
CA	Menifee	Shamrena Sushi LLC	HISSHO Sushi	30340 Haun Rd, Menifee CA, 92584	951-723-6151
CA	Merced	Ei Theint Theint Lwin	ŌUMI sushi	171 E Yosemite Ave, Merced CA, 95340-9194	209-720-1439
CA	Mission Viejo	Myat Ling Pai	ŌUMI sushi	27765 Santa Margarita Pkwy Sushi Bar, Mission Viejo CA, 92691-6652	949-587-3003
CA	Modesto	NGWE TUN LLC	ŌUMI sushi	1700 McHenry Blvd, Modesto CA, 95350	209-527-7575
CA	Monrovia	Wunna Soe	ŌUMI sushi	400 W Huntington Dr Sushi Bar, Monrovia CA, 91016- 3202	626-358-6845
CA	Moreno Valley	Lamin Banya Corp	ŌUMI sushi	24101 Hemlock Ave., Moreno Valley CA, 92557	951-567-7549
CA	Moreno Valley	Lamin Banya Corp	HISSHO Sushi	27100 Eucalyptus Ave, Moreno Valley CA, 92555	951-571-8014
CA	Murrieta	Shamrena Sushi LLC	HISSHO Sushi	27818 Clinton Keith Rd, Murrieta CA, 92562	951-704-1123
CA	Newark	Zaw Min Naing	ŌUMI sushi	6399 Jarvis Ave Sushi Bar, Newark CA, 94560-1214	510-789-0361

CA	Norwalk	Siu Va Chuong	ŌUMI sushi	11522 Alondra Blvd, Norwalk CA, 90650-6302	562-564-5410
CA	Oakland	Bawi Maung LLC	ŌUMI sushi	3035 Broadway Sushi Bar, Oakland CA, 94611	510-851-7688
CA	Oceanside	Kong Lang Sushi Inc	ŌUMI sushi	471 College Blvd Sushi Bar, Oceanside CA, 92057-5435	760-726-7274
CA	Orange	CLNP Family Corporation	ŌUMI sushi	1500 East Villiage Way, Ste. #2279, Orange CA,	714-464-1060
CA	Palm Springs	RAISING SUN SUSHI LLC	ŌUMI sushi	5200 E. Ramon Road, Suite B2, Palm Springs CA, 92264-3613	442-407-0048
CA	Palmdale	Van Lian Uk	ŌUMI sushi	39258 10th St W, Palmdale CA, 93551-3753	661-485-1280
CA	Palo Alto	Yae Hlaing Corp	HISSHO Sushi	3801 Miranda Ave, Palo Alto CA, 94304-1207	650-585-5754
CA	Pasadena	Ja Seng Mai Nhkum	ŌUMI sushi	39 N. Rosemead Blvd, Pasadena CA, 91107	626-696-1290
CA	Petaluma	Thi Thi Myint	ŌUMI sushi	401 Kenilworth Dr Sushi BarSuite 1040, Petaluma CA, 94952-3413	707-789-4976
CA	Pinole	Rose Par Tha	ŌUMI sushi	1300 Pinole Valley Rd Sushi Bar, Pinole CA,	510-640-8111
CA	Poway	Yuping Zhong	ŌUMI sushi	13536 Poway Rd, Poway CA, 92064-4725	858-486-7851
CA	Rancho Cordova	Min's Business LLC	ŌUMI sushi	10846 Bear Hollow Dr, Rancho Cordova CA, 95670	279-278-7553
CA	Rancho Cucamonga	PHONE SU MYAT LLC	ŌUMI sushi	7355 Day Creek Blvd Sushi Bar, Rancho Cucamonga CA, 91739-8014	909-803-5730
CA	Rancho Cucamonga	Tasty Rolls Inc	ŌUMI sushi	6753 Carnelian St Sushi Bar, Rancho Cucamonga CA, 91701-4556	909-296-3094
CA	Redding	Van Daai Tui LLC	ŌUMI sushi	1401 Hilltop Dr Sushi Bar, Redding CA, 96003	530-999-0988
CA	Redlands	Zin Noo Win	ŌUMI sushi	560 W Stuart Ave Sushi Bar, Redlands CA, 92374-	909-283-7162
CA	Redondo Beach	La Mai Ji San	ŌUMI sushi	1515 Hawthorne Blvd Sushi Bar, Redondo Beach CA, 90278-3924	424-903-7028
CA	Rialto	Golden Snow LLC	ŌUMI sushi	1524 S. Riverside Avenue, Rialto CA, 92376	840-220-4266
CA	Riverside	Gun Htoi	ŌUMI sushi	475 East Alessandro Blvd, Riverside CA, 92508	951-565-5400
CA	Roseville	Rosalina Merez	ŌUMI sushi	2030 Douglas Blvd Sushi BarSuite #9, Roseville CA, 95661-3855	916-462-5047

CA	Sacramento	Tasty Fresh Sushi, LLC	ŌUMI sushi	2735 Marconi Ave Sushi Bar, Sacramento CA, 95821-	916-999-3410
CA	Sacramento	Thant Zin Oo	ŌUMI sushi	2810 Del Paso Rd Sushi Bar, Sacramento CA, 95834-	916-431-1111
CA	Sacramento	Ye Lin Ted	ŌUMI sushi	4408 Del Rio Rd Sushi Bar, Sacramento CA, 95822-	916-455-4200
CA	San Clemente	Khaw Ram	ŌUMI sushi	550 Camino De Estrella Sushi BarUnit C, San Clemente CA, 92672-3553	949-542-1036
CA	San Diego	Ah Tar	ŌUMI sushi	3358 Governor Dr Sushi Bar, San Diego CA, 92122-	858-457-5006
CA	San Diego	Htoi Awng	ŌUMI sushi	3015 Clairemont Dr Sushi Bar, San Diego CA, 92117- 6802	619-764-6015
CA	San Diego	Htoi Awng	ŌUMI sushi	4439 Genesee Ave Sushi Bar, San Diego CA, 92117-	858-268-2400
CA	San Diego	MPLM MARAN LLC	ŌUMI sushi	15727 Bernardo Heights Pkwy Sushi Bar, San Diego CA, 92128-3181	858-385-1606
CA	San Diego	MPLM MARAN LLC	ŌUMI sushi	3315 Rosecrans St Sushi Bar, San Diego CA, 92110-	619-523-3640
CA	San Diego	MPLM MARAN LLC	ŌUMI sushi	4175 Park Blvd Sushi Bar, San Diego CA, 92103-2510	619-291-8287
CA	San Diego	P AND Z INC	ŌUMI sushi	1260 Garnet Ave Sushi Bar, San Diego CA, 92109-2912	858-270-8200
CA	San Diego	PSR	ŌUMI sushi	8142 Mira Mesa Blvd Sushi Bar, San Diego CA, 92126- 2602	858-880-0210
CA	San Diego	Yu Fa Wu	HISSHO Sushi	3350 La Jolla Village Dr, San Diego CA, 92161-0002	858-552-8585
CA	San Diego	Yuping Zhong	ŌUMI sushi	11710 Carmel Mountain Rd, San Diego CA, 92128-	858-798-7200
CA	San Diego	Yuping Zhong	ŌUMI sushi	16415 Paseo Del Sur Sushi Bar, San Diego CA, 92127- 4210	858-798-8232
CA	San Francisco	May Thin Kyu	HISSHO Sushi	1200 Irving St Sushi Bar, San Francisco CA, 94122-	415-661-3220
CA	San Francisco	May Thin Kyu	HISSHO Sushi	801 Font Blvd Sushi Bar, San Francisco CA, 94132	#N/A
CA	San Francisco	Sau Kuen Fung	HISSHO Sushi	4150 Clement St, San Francisco CA, 94121-1563	415-750-2128
CA	San Jose	Chuu LLC	ŌUMI sushi	1130 Branham Ln Sushi Bar, San Jose CA, 95118-	408-833-1152
CA	San Jose	Hnin Wayyan Phyo	ŌUMI sushi	1028 E Brokaw Rd Sushi Bar, San Jose CA, 95131-	408-490-3041

CA	San Jose	Mya Nandar Aung LLC	ŌUMI sushi	5205 Prospect Rd Sushi Bar, San Jose CA, 95129-	408-725-3970
CA	San Jose	Mya Nandar Aung LLC	ŌUMI sushi	615 Coleman Ave., San Jose CA, 95110-2000	669-444-3186
CA	San Jose	Phanh Ho	ŌUMI sushi	1771 E Capitol Expy Sushi Bar, San Jose CA, 95121-	669-234-5260
CA	San Jose	THATOE LLC	ŌUMI sushi	375 N. Capitol Ave., San Jose CA, 95133	408-503-3250
CA	San Luis Obispo	CHERRY THEIN MIN LLC	ŌUMI sushi	313 Madonna Rd Sushi Bar, San Luis Obispo CA, 93405- 6553	
CA	San Marcos	Kim Truong Thai	ŌUMI sushi	149 S Las Posas Rd, San Marcos CA, 92078-2419	760-208-6041
CA	San Pedro	La Mai Ji San	ŌUMI sushi	820 N Western Ave Sushi Bar, San Pedro CA, 90732-	310-831-7836
CA	San Rafael	Nay21 Sushi LLC	ŌUMI sushi	655 Irwin St Sushi Bar, San Rafael CA, 94901-3943	415-524-1159
CA	San Ramon	Manam Family LLC	ŌUMI sushi	3181 Crow Canyon Pl Sushi BarSuite A, San Ramon CA, 94583-1325	925-302-1395
CA	Santa Barbara	Ko Myo Aung	ŌUMI sushi	29 S Milpas St Sushi Bar, Santa Barbara CA, 93103	805-837-0356
CA	Santa Clara	Chuu LLC	ŌUMI sushi	2060 El Camino Real Sushi Bar, Santa Clara CA, 95050- 4051	408-780-7248
CA	Santee	Miram Dahum	ŌUMI sushi	9361 Mission Gorge Rd Sushi Bar, Santee CA,	619-562-0145
CA	Seal Beach	Phyu Phyu Win	ŌUMI sushi	12301 Seal Beach Blvd Sushi Bar, Seal Beach CA, 90740-2708	562-794-2125
CA	Simi Valley	San San Maw	ŌUMI sushi	2800 Cochran St Sushi Bar, Simi Valley CA, 93065-	805-422-3363
CA	Solana Beach	P AND Z INC	ŌUMI sushi	659 Lomas Santa Fe Dr Sushi Bar, Solana Beach CA, 92075-1412	858-350-7900
CA	Solvang	Drew Jameson Fields	HISSHO Sushi	1984 Old MIssion Dr Sushi, Solvang CA, 93463-2281	805-693-1746
CA	Stockton	Zar Zar Hlaing Ei, LLC	ŌUMI sushi	5308 Pacific Avenue, Suite #1040, Stockton CA, 95207- 5650	209-751-0474
CA	Sunnyvale	Mya Nandar Aung LLC	ŌUMI sushi	111 E El Camino Real Sushi Bar, Sunnyvale CA, 94087-1937	408-702-1173
CA	Temecula	Buga Sushi LLC	ŌUMI sushi	32413 Temecula Pkwy Sushi Bar, Temecula CA, 92592-5808	951-303-0087

CA	Temecula	Pong Shiphan	ŌUMI sushi	39606 Winchester Rd Sushi Bar, Temecula CA, 92591- 3550	951-694-3680
CA	Torrance	La Mai Ji San	ŌUMI sushi	4230 Pacific Coast Hwy Sushi Bar, Torrance CA, 90505-5526	424-903-7062
CA	Tulare	Aung Phyoe	HISSHO Sushi	2195 E Prosperity Ave, Tulare CA, 93274	559-631-1128
CA	Tustin	CLNP Family Corporation	ŌUMI sushi	14945 Holt Ave, Tustin CA, 92780-3406	714-415-4381
CA	Tustin	Lucky Oo LLC	ŌUMI sushi	3011 El Camino Real Sushi Bar, Tustin CA, 92782-	714-734-8760
CA	Upland	Su Tin Lu	ŌUMI sushi	847 W Foothill Blvd Sushi Bar, Upland CA, 91786-	909-912-1461
CA	Vacaville	Thant Zin Oo	ŌUMI sushi	1041 Helen Power Dr Sushi Bar, Vacaville CA, 95687- 3507	707-301-4300
CA	Valencia	AHDISUSHI LLC	ŌUMI sushi	24285 Magic Mountain Pkwy Sushi Bar, Valencia CA, 91355-3401	661-414-1109
CA	Ventura	Ko Myo Aung	ŌUMI sushi	4870 Telephone Rd Sushi Bar, Ventura CA, 93003-	805-941-4013
CA	Victorville	Naw Gu Hka Ja	ŌUMI sushi	12450 Amargosa Road, Unit 1, Victorville CA,	442-327-1306
CA	Visalia	Shwe Myanmar USA Inc	ŌUMI sushi	3501 S. Mooney Blvd., Unit 120, Visalia CA, 93277-	559-553-4044
CA	Vista	Nang He Shin	ŌUMI sushi	1400 E Vista Way Sushi Bar, Vista CA, 92084	760-936-4010
CA	Walnut Creek	Manam Family LLC	ŌUMI sushi	1530 Geary Rd Sushi Bar, Walnut Creek CA, 94597- 2707	925-953-1113
CA	West Covina	DD Boris Family Inc	ŌUMI sushi	2630 E Workman Ave Sushi BarSuite 315A, West Covina CA, 91791-1627	626-257-9787
CA	West Hills	HOME BAP INC	ŌUMI sushi	6607 Fallbrook Ave Sushi Bar, West Hills CA, 91307-	818-687-2104
CA	Westlake Village	TIN CHO WIN LLC	ŌUMI sushi	1012 S Westlake Blvd Sushi Bar, Westlake Village CA, 91361-3107	#N/A
CA	Whittier	Nway Nway Ei	ŌUMI sushi	15801 Whittier Blvd Sushi Bar, Whittier CA, 90603-	562-265-2107
CA	Woodland	Silver Hlaing LLC	ŌUMI sushi	1430 E. Main Street, Woodland CA, 95776-6201	530-631-7172
CA	Woodland Hills	LYNN STAR INC	ŌUMI sushi	21821 Ventura Blvd Sushi Bar, Woodland Hills CA, 91364-1838	818-887-7873

CA	Yorba Linda	Siu Va Chuong	ŌUMI sushi	17482 Yorba Linda Blvd, Yorba Linda CA, 92886-	714-572-3535
CA	Yorba Linda	Siu Va Chuong	ŌUMI sushi	22401 Old Canal Road, Yorba Linda CA, 92887	714-464-1824
СО	Arvada	Hung Law Ha	ŌUMI sushi	15050 W 64TH Ave Sushi Bar, Arvada CO, 80007-	303-801-4570
СО	Arvada	Rainbow Sushi LLC	ŌUMI sushi	7725 Wadsworth Blvd Sushi Bar, Arvada CO,	303-463-4828
СО	Aurora	Gum San Naw	HISSHO Sushi	1700 Wheeling St, Aurora CO, 80045-7211	#N/A
СО	Aurora	Gum San Naw	HISSHO Sushi	1700 Wheeling St, Aurora CO, 80045-7211	#N/A
СО	Aurora	Rem Family LLC	HISSHO Sushi	7400 S Gartrell Rd, Aurora CO, 80016	303-209-2827
СО	Aurora	Sui Hal	ŌUMI sushi	1150 S Ironton St Sushi Bar, Aurora CO, 80012-	720-278-2008
СО	Aurora	Van Biak Thawng	HISSHO Sushi	14200 E Ellsworth Ave, Aurora CO, 80012-1402	303-214-0114
СО	Boulder	Ni Iang	ŌUMI sushi	2525 Arapahoe Ave Sushi Bar, Boulder CO, 80302-	303-449-0777
СО	Boulder	Ni Iang	ŌUMI sushi	2950 Baseline Rd Sushi Bar, Boulder CO, 80303-	720-279-6758
СО	Brighton	Htoo Htoo Sushi LLC	HISSHO Sushi	2171 Prairie Center Pkwy, Brighton CO, 80601	303-219-9055
СО	Castle Rock	July LLC	ŌUMI sushi	5650 Allen Way, Castle Rock CO, 80108	720-305-0684
CO	Centennial	Bawi Bik Thawng	ŌUMI sushi	20831 E Smoky Hill Rd Sushi Bar, Centennial CO, 80015-3107	720-305-0959
CO	Colorado Springs	Ai Htin	HISSHO Sushi	3810 Bloomington St, Colorado Springs CO, 80922-3203	719-574-4351
СО	Colorado Springs	Ai Htin	HISSHO Sushi	9670 Prominent Pt, Colorado Springs CO,	719-302-4266
СО	Colorado Springs	KANGSA SUSHI LLC	ŌUMI sushi	13415 Voyager Pkwy Sushi Bar, Colorado Springs CO, 80921-7674	719-884-7900
СО	Colorado Springs	KANGSA SUSHI LLC	ŌUMI sushi	1730 Dublin Blvd Sushi Bar, Colorado Springs CO, 80918-8348	719-590-8890
СО	Colorado Springs	Robert Mang	ŌUMI sushi	5617 Barnes Rd Sushi Bar, Colorado Springs CO, 80917-1347	719-313-4405
СО	Colorado Springs	Rose Sushi, LLC	ŌUMI sushi	1720 South Nevada Ave, Colorado Springs CO,	719-719-1957

СО	Denver	Awi Family LLC	ŌUMI sushi	5670 N Tower Rd Sushi Bar, Denver CO, 80249	720-850-5026
СО	Denver	Eden's Sushi LLC	HISSHO Sushi	2490 S Colorado Blvd, Denver CO, 80222	303-218-5745
СО	Denver	Hung Law Ha	HISSHO Sushi	1600 California St, Denver CO, 80202-3709	303-222-7520
СО	Denver	Lal Awm Puii	ŌUMI sushi	4700 W 38th Ave Sushi Bar, Denver CO, 80212-	303-433-2350
СО	Denver	Ruth T Thang	ŌUMI sushi	2880 S Colorado Blvd Sushi Bar, Denver CO, 80222-	303-758-4400
СО	Denver	Ruth T Thang	ŌUMI sushi	3625 E Colfax Ave Sushi Bar, Denver CO, 80206-	720-347-4205
СО	Denver	Van Biak Thawng	HISSHO Sushi	7930 E Northfield Blvd, Denver CO, 80238-3527	303-209-8720
СО	Denver	Van Cung Thawng	ŌUMI sushi	197 E Mississippi Ave Sushi Bar, Denver CO,	720-458-2873
СО	Englewood	Benjamin Tandri	ŌUMI sushi	5001 S Broadway Sushi Bar, Englewood CO, 80113-	720-612-6595
СО	Fort Collins	H2NP LLC	ŌUMI sushi	2601 S Lemay Ave Sushi Bar, Fort Collins CO, 80525-	970-282-8003
СО	Fort Collins	Taisam Sushi LLC	ŌUMI sushi	4345 Corbett Dr Sushi Bar, Fort Collins CO, 80525-	970-416-3350
СО	Fort Collins East	Sang Lian LLC	HISSHO Sushi	2936 Council Tree Ave, Fort Collins East CO, 80525	970-530-3120
СО	Fort Collins Old Town	Sang Lian LLC	HISSHO Sushi	460 S College Ave, Fort Collins Old Town CO,	970-797-3960
СО	Glendale	Eden's Sushi LLC	HISSHO Sushi	4301 E Virginia Ave, Glendale CO, 80246-1510	303-209-0182
СО	Grand Junction	Hmung Sushi, LLC	ŌUMI sushi	1450 Independent Ave, Grand Junction CO, 81505	970-549-3001
СО	Greeley	Meme Sushi LLC	ŌUMI sushi	4759 West 29th Street Unit B, Greeley CO, 80634	970-576-3050
СО	Greeley	Nwe Nwe Win	HISSHO Sushi	2101 10th Avenue Sushi Bar, Greeley CO, 80639	#N/A
СО	Greeley	Nwe Nwe Win	HISSHO Sushi	2101 10th St Sushi Bar, Greeley CO, 80639	#N/A
СО	Greeley	Nwe Nwe Win	HISSHO Sushi	2101 10th St Sushi Bar, Greeley CO, 80639	#N/A
СО	Greeley	Nwe Nwe Win	HISSHO Sushi	2101 10th St Sushi Bar, Greeley CO, 80639	#N/A
СО	Greenwood Village	Ngun Tlung	ŌUMI sushi	8557 E Arapahoe Rd Sushi BarSuite B, Greenwood Village CO, 80112-1473	303-721-1400

СО	Highlands Ranch	Sui Hal	HISSHO Sushi	1265 Sgt Jon Stiles Dr, Highlands Ranch CO,	303-323-4971
СО	Lafayette	Anthony Uk Mang	ŌUMI sushi	555 W South Boulder Rd Sushi Bar, Lafayette CO, 80026-2711	303-664-1902
СО	Lakewood	VNZ, LLC	HISSHO Sushi	14500 W Colfax Ave Unit B1, Lakewood CO, 80413	303-273-9940
СО	Lakewood	VNZ, LLC	ŌUMI sushi	98 Wadsworth Blvd Sushi BarUnit 112, Lakewood CO, 80226-1550	303-957-9276
СО	Littleton	Bawi Bik Thawng	HISSHO Sushi	9390 W Cross Dr, Littleton CO, 80123-2202	720-922-1475
СО	Littleton	Biak Cung	ŌUMI sushi	8555 W Belleview Ave., Littleton CO, 80123	303-879-7427
СО	Lone Tree	Benjamin Tandri	HISSHO Sushi	10001 Commons St, Lone Tree CO, 80124-5547	303-209-1851
СО	Lone Tree	July LLC	ŌUMI sushi	10018 Commons St, Lone Tree CO, 80124-5501	720-279-6616
СО	Longmont	Tony LLC	ŌUMI sushi	1101 S Hover St Sushi Bar, Longmont CO, 80501-7908	303-834-4124
СО	Longmont	Tony LLC	HISSHO Sushi	555 S Hover St, Longmont CO, 80501	720-864-4393
СО	Loveland	PHUNTHANG LLC	ŌUMI sushi	1440 N Lincoln Ave Sushi Bar, Loveland CO, 80538- 3824	970-800-5607
СО	Parker	Bawi Bik Thawng	ŌUMI sushi	9751 S Parker Rd Sushi Bar, Parker CO, 80134-	720-475-8684
СО	Parker	Rem Family LLC	HISSHO Sushi	11150 S Twenty Mile Rd, Parker CO, 80134	303-209-0166
СО	Sheridan	Sui Hal	HISSHO Sushi	3650 Riverpoint Pkwy, Sheridan CO, 80110	303-974-6661
СО	Stapleton	Rebecca Aung	ŌUMI sushi	3555 N. Central Park Blvd Sushi Bar, Stapleton CO, 80238	720-780-6422
СО	Superior	Si Si LLC	HISSHO Sushi	400 Marshall Rd, Superior CO, 80027	303-209-0106
СО	Thornton	Lal Awm Puii	ŌUMI sushi	1131 E 120TH Ave Sushi Bar, Thornton CO, 80233-	303-457-3600
СО	Westminster	James Sushi LLC	ŌUMI sushi	5150 W 120TH Ave Sushi Bar, Westminster CO, 80020-3303	303-803-1010
СО	Westminster	Si Si LLC	HISSHO Sushi	10445 Reed St, Westminster CO, 80021	303-410-8310
СО	Wheat Ridge	Hung Law Ha	HISSHO Sushi	5071 Kipling St, Wheat Ridge CO, 80033-2251	303-209-1848

СО	Wheat Ridge	Sailo Zaathang LLC	ŌUMI sushi	3725 Kipling St Sushi Bar, Wheat Ridge CO, 80033-	720-305-0219
СТ	Avon	Kayanpha LLC	SUSHI WITH GUSTO	315 West Main Street, Avon CT, 6001	860-677-0756
CT	Bloomfield	Joshua Tu Onglar	HISSHO Sushi	313 Cottage Grove Rd, Bloomfield CT, 6002	860-242-5954
CT	Bridgeport	Bhone Kywe	HISSHO Sushi	4531 Main Street, Bridgeport CT, 6606	203-371-6972
CT	Bristol	THA AWAR LLC	HISSHO Sushi	597 Farmington Ave, Bristol CT, 6010	860-582-5674
CT	Cheshire	The Htoo Company LLC	HISSHO Sushi	275 Highland Ave, Cheshire CT, 06410-2522	203-272-3628
CT	Clinton	Sandar Win	HISSHO Sushi	215 E Main St 7th Floor, Clinton CT, 6413	860-669-2228
CT	Colchester	Cingh Lun Niang	HISSHO Sushi	99 Linwood Ave Sushi Bar, Colchester CT, 6415	860-537-2361
CT	Coventry	Simon Saw LLC	HISSHO Sushi	1721 Boston Tpke Sushi Bar, Coventry CT, 06238-	860-442-5329
CT	Cromwell	Saw Pichit Maran	HISSHO Sushi	195 West St, Cromwell CT, 06416-1881	860-635-8300
CT	Danbury	Aung Family Corp	HISSHO Sushi	44 Lake Avenue Ext 7th Floor, Danbury CT, 06811-	203-797-8901
CT	Darien	Tasty Sushi LLC	HISSHO Sushi	25 Old Kings Hwy N, Darien CT, 06820-4608	203-662-1227
CT	East Hampton	Cingh Lun Niang	HISSHO Sushi	11 E High St, East Hampton CT, 06424-1022	860-267-2039
CT	East Haven	Than Tun LLC	HISSHO Sushi	370 Hemingway Ave Sushi Bar, East Haven CT, 6512	203-468-7012
CT	East Lyme	Thant Zin	HISSHO Sushi	248 Flanders Rd, East Lyme CT, 6333	860-691-2146
CT	Enfield	Kyaw Kyaw	HISSHO Sushi	54 Hazard Ave, Enfield CT, 06082-3845	860-741-2200
CT	Fairfield	Bhone Kywe	HISSHO Sushi	1160 Kings Highway Cutoff, Fairfield CT, 06824-	203-254-8478
CT	Fairfield	DAVID SUSHI LLC	HISSHO Sushi	760 Villa Ave Sushi Bar7th Floor, Fairfield CT, 6825	203-333-8715
CT	Farmington	Asian Market, LLC	HISSHO Sushi	204 Main St Sushi Bar, Farmington CT, 06032-	860-674-1524
СТ	Glastonbury	Melody Wah	HISSHO Sushi	215 Glastonbury Blvd, Glastonbury CT, 06033-	860-659-4553
CT	Glastonbury	Melody Wah	HISSHO Sushi	55 Oak St, Glastonbury CT, 06033-2315	860-652-8925
CT	Glastonbury	RemSora LLC	HISSHO Sushi	1320 Manchester Rd Sushi Bar, Glastonbury CT, 06033- 1857	860-657-8796

СТ	Granby	Joshua Tu Onglar	HISSHO Sushi	120 Salmon Brook St Sushi Bar, Granby CT, 6035	860-844-8331
СТ	Greenwich	Tasty Sushi LLC	HISSHO Sushi	161 W Putnam Ave, Greenwich CT, 06830-5329	203-625-0622
CT	Groton	Win Maw	HISSHO Sushi	220 CT-12, Groton CT,	860-445-4440
CT	Guildford	Myo Naung	SUSHI WITH GUSTO	1919 Boston Post Road, Unit 305, Guildford CT,	203-453-0614
CT	Hamden	Super Dinosaur LLC	HISSHO Sushi	2335 Dixwell Ave, Hamden CT, 06514-2100	203-248-9615
CT	Hartford	Cho U Tinghe	HISSHO Sushi	80 Seymour St, Hartford CT, 06102-8000	860-545-5000
СТ	Hartford	Khual Khan Mang	HISSHO Sushi	150 New Park Ave, Hartford CT, 6106	860-232-8777
CT	Litchfield	KM Gold LLC	HISSHO Sushi	55 Village Green Dr, Litchfield CT, 06759-3419	860-393-4051
CT	Madison	Thant Zin	HISSHO Sushi	128 Samson Rock Dr, Madison CT, 06443-3005	203-245-7204
CT	Manchester	Saw Win	HISSHO Sushi	317 Highland St Sushi Bar, Manchester CT, 06040-	860-646-4277
CT	Meriden	The Htoo Company LLC	HISSHO Sushi	485 Broad St Sushi Bar, Meriden CT, 6450	203-238-1235
CT	Middletown	Saw Pichit Maran	HISSHO Sushi	416 E Main St, Middletown CT, 6457	860-346-0160
CT	Milford	KM Gold LLC	HISSHO Sushi	1360 E Town Rd 7th Floor, Milford CT, 6460	203-877-1841
СТ	New Fairfield	Aung Family Corp	HISSHO Sushi	25 CT-39, New Fairfield CT, 6812	203-312-0482
CT	New Haven	Super Dinosaur LLC	HISSHO Sushi	112 Amity Rd, New Haven CT, 06515-1405	203-389-8600
СТ	New Haven	Super Dinosaur LLC	HISSHO Sushi	150 Whalley Ave, New Haven CT, 06511-3250	203-503-0105
CT	Newington	Khual Khan Mang	HISSHO Sushi	44 Fenn Rd, Newington CT, 06111-2212	860-667-8380
СТ	North Haven	Super Dinosaur LLC	HISSHO Sushi	79 Washington Ave 7th Floor, North Haven CT,	203-234-1757
CT	Norwalk	Studio24 LLC	HISSHO Sushi	380 Main Ave, Norwalk CT, 06851-1553	203-840-1001
CT	Norwalk	Tasty Sushi LLC	HISSHO Sushi	385 Connecticut Ave 7th Floor, Norwalk CT, 06854- 1800	203-299-1715
CT	Norwich	Win Maw	HISSHO Sushi	70 Town St, Norwich CT, 6360	860-887-1611
CT	Old Saybrook	Sandar Win	HISSHO Sushi	105 Elm St, Old Saybrook CT, 06475-4132	860-388-6354
CT	Ridgefield	Lynn Family LLC	HISSHO Sushi	125 Danbury Rd, Ridgefield CT, 06877-4139	203-438-7317

CT	Shelton	Aung Thein Tun	HISSHO Sushi	898 Bridgeport Ave, Shelton CT, 6484	203-929-7516
СТ	Simsbury	Kyaw Kyaw	HISSHO Sushi	498 Bushy Hill Rd, Simsbury CT, 06070-2931	860-651-4787
СТ	South Windsor	Sai Yan Aye	HISSHO Sushi	1739 Ellington Rd, South Windsor CT, 6074	860-648-4026
СТ	Southbury	Brightness LLC	HISSHO Sushi	100 Main St N, Southbury CT, 06488-3840	203-262-4555
СТ	Southington	Zing, LLC	HISSHO Sushi	505 North Main St, Southington CT, 6489	860-620-9161
CT	Stamford	Tasty Sushi LLC	HISSHO Sushi	2200 Bedford St, Stamford CT, 06905-3905	203-356-0109
CT	Trumbull	Aung Thein Tun	HISSHO Sushi	100 Quality St, Trumbull CT, 6611	203-445-1006
СТ	Unionville	EVER SHINE LLC	HISSHO Sushi	1799 Farmington Ave, Unionville CT, 6085	860-404-0341
СТ	Vernon	Swe Zin Htet	HISSHO Sushi	10 Pitkin Rd, Vernon CT, 06066-4709	860-871-0897
CT	Vernon Rockville	Swe Zin Htet	HISSHO Sushi	50 Windsorville Rd, Vernon Rockville CT, 6066	860-871-0498
СТ	Wallingford	Khamla Keola	HISSHO Sushi	930 N Colony Rd, Wallingford CT, 06492-	203-265-6972
СТ	Waterbury	TTBG, LLC	HISSHO Sushi	943 Wolcott Street, Waterbury CT, 6705	203-755-9489
СТ	Waterbury	Win Kyaw	HISSHO Sushi	240 Chase Ave, Waterbury CT, 6704	203-756-4678
СТ	Waterford	Nang San Kham Kyauk	HISSHO Sushi	155 Boston Post Rd, Waterford CT, 6385	860-444-6772
СТ	Watertown	Win Kyaw	HISSHO Sushi	763 Straits Turnpike, Watertown CT, 6795	860-274-7459
СТ	West Haven	Than Tun LLC	HISSHO Sushi	460 Elm St, West Haven CT, 06516-4233	203-931-8843
СТ	West Haven	Than Tun LLC	HISSHO Sushi	950 Campbell Ave, West Haven CT, 06516-2770	203-937-3863
CT	Westport	DAVID SUSHI LLC	HISSHO Sushi	1790 Post Rd E, Westport CT, 06880-5607	203-254-8484
CT	Westport	DAVID SUSHI LLC	SUSHI WITH GUSTO	605 Post Road East, Westport CT, 6880	203-227-2910
СТ	Wilton	Lynn Family LLC	HISSHO Sushi	5 River Rd, Wilton CT, 06897-4069	203-834-9735
СТ	Windsor	Joshua Tu Onglar	HISSHO Sushi	1095 Kennedy Rd, Windsor CT, 6095	860-688-0860
DC	Washington	Burmesefood, LLC	HISSHO Sushi	4303 Connecticut ave NW, Washington DC, 20008	202-364-8250

DC	Washington	GADON HEALTHY SUSHI Inc	HISSHO Sushi	USHR Rayburn Cafe B-357 Rayburn Building HISSHO SushiLongworth House Office Bldg, Washington DC, 20515-0001	202-224-3121
DC	Washington	Hpan Awng Share	HISSHO Sushi	1050 Brentwood Rd NE, Washington DC, 20018-	202-281-3900
DC	Washington	Hpan Awng Share	HISSHO Sushi	1400 7th St Nw, Washington DC, 20001-	202-238-0180
DC	Washington	Hringngen Family LLC	HISSHO Sushi	1809 G St NW Atruim, Washington DC, 20433-	202-473-1364
DC	Washington	Hringngen Family LLC		1809 G St NW I Building, Washington DC, 20433-	202-473-1364
DC	Washington	Hringngen Family LLC		1809 G St NW J Building, Washington DC, 20433-	202-473-1364
DC	Washington	Hringngen Family LLC		1809 G St NW J Building, Washington DC, 20433-	202-473-1364
DC	Washington	Hringngen Family LLC		1809 G St NW Main Cafeteria, Washington DC,	202-473-1364
DC	Washington	Hringngen Family LLC		1809 G St NW Malarium, Washington DC, 20433-	202-473-1364
DC	Washington	Hringngen Family LLC		2121 Pennsylvania Ave NW, Washington DC,	202-473-1364
DC	Washington	Hringngen Family LLC		2121 Pennsylvania Ave NW, Washington DC,	202-473-1364
DC	Washington	Khawm Lian Man Aung		5255 Loughboro Rd NW, Washington DC, 20016	#N/A
DC	Washington	P & S Patrick & Suan LLC		3336 Wisconsin Ave NW, Washington DC, 20016-	202-237-5820
DC	Washington	S&T Sushi Corp		2210 9th St NW Sushi Bar, Washington DC, 20001	202-806-6100
DC	Washington	S&T Sushi Corp		2225 4th St Nw Sushi Bar, Washington DC, 20059-	202-806-6100
DC	Washington	S&T Sushi Corp		2397 6th St NW Sushi Bar, Washington DC, 20059-	202-806-6100
DC	Washington	S&T Sushi Corp	HISSHO Susm	2397 6th St NW Sushi Bar, Washington DC, 20059- 1012	202-806-6100
DC	Washington	S&T Sushi Corp		2397 6th St NW Sushi Bar, Washington DC, 20059-	202-806-6100
DC	Washington	S&T Sushi Corp		2397 6th St NW Sushi Bar, Washington DC, 20059-	202-806-6100
DC	Washington	S&T Sushi Corp		2397 6th St NW Sushi Bar, Washington DC, 20059-	202-806-6100
DC	Washington	S&T Sushi Corp	HISSHO Sushi	2397 6th St NW, Washington DC, 20059	202-806-6100

DC	Washington	S&T Sushi Corp	HISSHO Sushi	2400 6th St Nw Sushi Bar, Washington DC, 20059-	202-806-6100
DC	Washington	Si Si Thwe	HISSHO Sushi	50 Irving Street North West, Washington DC, 20422-	202-745-8448
DC	Washington	Si Si Thwe	HISSHO Sushi	810 Vermont Ave NW, Washington DC, 20420	#N/A
DE	Lewes	JAFFINY SUNG, LLC	SUSHI WITH GUSTO	24120 Zifandel Lane, Store A, Lewes DE, 19958	#N/A
DE	Middletown	KCD WIN LLC	ŌUMI sushi	431 Middletown Warwick Rd, Middletown DE, 19709-	302-534-0044
DE	Millville	R.H. Friendly Inc	HISSHO Sushi	38069 Town Center Dr, Millville DE, 19967-6968	302-537-8200
DE	Milton	Tiny Dawt LLC	HISSHO Sushi	110 Broadkill Road, Milton DE, 19968	302-684-5880
DE	Newark	LNS Sushi LLC	HISSHO Sushi	401 New London Road, Newark DE, 19711	302-266-8220
DE	Newark	Sushi House LLC	HISSHO Sushi	4755 Ogletown-Stanton Road, Newark DE, 19718	#N/A
DE	Newark	Sushi House LLC	HISSHO Sushi	4755 Ogletown-Stanton Road, Newark DE, 19718	#N/A
DE	Newark	Sushi House LLC	HISSHO Sushi	4755 Ogletown-Stanton Road, Newark DE, 19718	#N/A
DE	Rehoboth Beach	Esther Food LLC	SUSHI WITH GUSTO	30098 Veterans Way, Rehoboth Beach DE, 19971	302-227-3401
DE	Wilmington	Sushi House LLC	ŌUMI sushi	4801 Concord Pike Sushi Bar, Wilmington DE, 19803-	302-467-2344
FL	Apopka	Naomi Ting	ŌUMI sushi	2283 E. Semoran Blvd, Apopka FL, 32703	689-336-2070
FL	Aventura	Myo Min Ko	SUSHI WITH GUSTO	18299 Biscayne Blvd, Aventura FL, 33160	305-466-1786
FL	Boca Raton	Araya Naphakorn	SUSHI WITH GUSTO	100 W Camino Real, Boca Raton FL, 33432-5942	561-338-2444
FL	Boca Raton	Paak Zang LLC	SUSHI WITH GUSTO	5540 N. Military Trail, Boca Raton FL, 33496	561-994-2221
FL	Boca Raton	Thi Han	SUSHI WITH GUSTO	20409 State Road 7, Boca Raton FL, 33498	561-479-4845
FL	Bonita Springs	Naw Naw	SUSHI WITH GUSTO	27251 Bay Landing Drive, Bonita Springs FL, 34135	239-390-5948
FL	Boynton Beach	Okeechobee Sushi, LLC	ŌUMI sushi	9850 Jog Rd Sushi BarSuite 111, Boynton Beach FL, 33437	561-739-1834
FL	Bradenton	Arakan fresh sushi and hot food LLC	SUSHI WITH GUSTO	6701 Manatee Avenue West, Bradenton FL, 34209	941-795-1800
FL	Bradenton	SIAM HANSA GROUP INC	ŌUMI sushi	1149 Cortez Rd W, Bradenton FL, 34207 - 1439	941-297-2359

FL	Brandon	Akneopaney LLC	ŌUMI sushi	11339 Causeway Blvd Sushi Bar, Brandon FL,	813-725-1220
FL	Brooksville	Sushi Planet Inc.	ŌUMI sushi	7187 Coastal Blvd, Brooksville FL, 34613-5842	352-675-4258
FL	Cape Coral	Khaing Thazin Sushi LLC	ŌUMI sushi	1800 NE Pine Island Road, Cape Coral FL, 33909 -	239-392-1396
FL	Clearwater	David Nay Zaw	ŌUMI sushi	23656 US Highway 19 N, Clearwater FL, 33765-1570	813-775-6161
FL	Clearwater	Noblepath Naing Inc	SUSHI WITH GUSTO	25961 US Hwy19, Clearwater FL, 33763	727-669-6111
FL	Coconut Grove	King and Queen Co	SUSHI WITH GUSTO	2640 S Bayshore Drive, Coconut Grove FL, 33133	305-854-7202
FL	Coral Springs	Wynethetsu Inc	SUSHI WITH GUSTO	4633 University Drive, Coral Springs FL, 33067	954-757-3640
FL	Dania Beach	Myo Min Ko	ŌUMI sushi	150 S. Compass Way Sushi Bar, Dania Beach FL,	954-715-3376
FL	Davie	Kap Sian Kop Cin	SUSHI WITH GUSTO	11290 State Rd 84, Davie FL, 33325	866-946-6349
FL	Daytona Beach	Southern Blue Moon LLC	HISSHO Sushi	1 Aerospace Blvd, Daytona Beach FL, 32114	#N/A
FL	Deerfield Beach	Than Zaw Htwe LLC	ŌUMI sushi	930 S Federal Hwy Sushi Bar, Deerfield Beach FL, 33441-5754	954-363-2070
FL	Delray Beach	SoeMoeSushi, LLC	ŌUMI sushi	5030 W Atlantic Ave, Delray Beach FL, 33484-	561-654-2692
FL	Delray Beach	Thi Han	SUSHI WITH GUSTO	1727 South Federal Highway, Delray Beach FL,	561-279-2806
FL	Destin	Lamung Gam LLC	SUSHI WITH GUSTO	4495 Commons Drive West, Destin FL, 32541	850-650-0989
FL	Doral	AMG Sushi Inc	SUSHI WITH GUSTO	3580 NW 83 Ave, Doral FL, 33122	305-594-5770
FL	Doral	Kay Kay Nwe Oo LLC	SUSHI WITH GUSTO	10505 NW 41st St, Doral FL, 33178	305-591-0780
FL	Estero	Muizawl Sushi, LLC	ŌUMI sushi	19990 S Tamiami Trl Sushi Bar, Estero FL, 33928-2258	239-306-5384
FL	Fleming Island	Rawt Jat Inc	SUSHI WITH GUSTO	1960-100 East West Parkway, Fleming Island	904-375-9400
FL	Fort Launderdale	James and Kate Sushi Inc	SUSHI WITH GUSTO	424 NFederal Highway, Fort Launderdale FL, 33301	954-763-1250
FL	Ft Myers	Khaing Thazin Sushi LLC	ŌUMI sushi	8595 College Parkway Ste 210, Ft Myers FL, 33919- 5194	239-396-5883
FL	Ft Myers	Van Nute LLC	SUSHI WITH GUSTO	13499 S Cleveland Avenue, Ft Myers FL, 33907	239-454-1053
FL	Ft. Lauderdale	Khin Su Hlaing	SUSHI WITH GUSTO	3820 N. Federal Highway, Ft. Lauderdale FL, 33308	954-564-5353

FL	Gainesville	SUSHI BAR, INC	SUSHI WITH GUSTO	4120 NW 16th Blvd, Gainesville FL, 32605	352-376-1024
FL	Gainesville	Thomas Zaubawk N-Gan		·	561-573-1530
FL	Gainesville	Thomas Zaubawk N-Gan	HISSHO Sushi	· ·	352-265-0111
FL	Gainesville	Thomas Zaubawk N-Gan	HISSHO Sushi		352-374-6040
FL	Homestead	Paing Soe Business LLC	ŌUMI sushi	2631 NE 10th Ct Sushi BarSuite 111, Homestead FL, 33033	754-764-7247
FL	Jacksonville	Bawi Tha Hnem	HISSHO Sushi	6801 Roosevelt Blvd, Jacksonville FL, 32212	#N/A
FL	Jacksonville	Cung Family LLC	HISSHO Sushi	4500 San Pablo Road, Jacksonville FL, 32224	#N/A
FL	Jacksonville	Ed Mond Saw, LLC	HISSHO Sushi	9525 Cross Hill Blvd, Jacksonville FL, 32034	904-248-4366
FL	Jacksonville	Ginu LLC	ŌUMI sushi	12675 Beach Blvd Sushi BarSte 200, Jacksonville FL, 32246	904-539-8317
FL	Jacksonville	Ginu LLC	HISSHO Sushi	4800 Deer lake Drive E, Jacksonville FL, 32256	804.647.0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	4803 Deer lake Drive E, Jacksonville FL, 32256	804.647.0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	4804 Deer Lake Drive E, Jacksonville FL, 32256	804.647.0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	9000 Southside Blvd, Jacksonville FL, 32256	804-647-0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	9000 Southside Blvd, Jacksonville FL, 32256	804-647-0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	9000 Southside Blvd, Jacksonville FL, 32256	804-647-0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	9000 Southside Blvd, Jacksonville FL, 32256	804-647-0707
FL	Jacksonville	Ginu LLC	HISSHO Sushi	9000 Southside Blvd, Jacksonville FL, 32256	804-647-0707
FL	Jacksonville	Helen Htu Sam Dum Latsen	SUSHI WITH GUSTO	150 Riverside Ave Ste 200, Jacksonville FL, 32202	904-665-0180
FL	Jacksonville	Ko Naing Win	HISSHO Sushi	13740 Beach Blvd, Jacksonville FL, 32034	904-248-4363
FL	Jacksonville	Ko Naing Win	HISSHO Sushi	490 Marsh Landing Pkwy, Jacksonville FL, 32034	904-273-5581
FL	Jacksonville	Ram Par Sushi Inc	SUSHI WITH GUSTO	13493 Atlantic Blvd, Jacksonville FL, 32225	904-221-6286

FL	Jacksonville	SAI FOOD & FAMILY	SUSHI WITH	12795 San Jose Boulevard 1	904-880-7889
		LLC	GUSTO	Suite 1, Jacksonville FL, 32223	
FL	Jacksonville	Yeeyee Mon	ŌUMI sushi	4873 Town Center Pkwy Sushi Bar, Jacksonville FL, 32246-8437	904-438-7840
FL	Jupiter	Cecesan Enterprise, LLC	ŌUMI sushi	3757 Military Trl Sushi Bar, Jupiter FL, 33458-2700	561-658-4062
FL	Jupiter	Zaw Min Oo	SUSHI WITH GUSTO	311 East Indiantown Road, Jupiter FL, 33477	561-743-1059
FL	Kenneth City	Akneopaney LLC	ŌUMI sushi	4571 66th St N, Kenneth City FL, 33709	727-620-6030
FL	Key Biscayne	Billy Hun	SUSHI WITH GUSTO	604 Crandon Blvd, Key Biscayne FL, 33149	305-361-8261
FL	Kissimmee	ZODING LLC	SUSHI WITH GUSTO	612 Centerview Blvd, Kissimmee FL, 34741	407-343-0791
FL	Lake Mary	Zenyoi Chozung Phyu	SUSHI WITH GUSTO	3775 Lake Emma Road, Lake Mary FL, 32746	407-804-9838
FL	Lakewood Ranch	Arakan fresh sushi and hot food LLC	SUSHI WITH GUSTO	11525 FL-70 E, Lakewood Ranch FL, 34202	941-417-6000
FL	Melboure	Ma Thida Austin LLC	HISSHO Sushi	3011 Panther Place, Melboure FL, 32901	321-674-8040
FL	Melbourne	JVM General LLC	SUSHI WITH GUSTO	6385 North Wickham Road, Melbourne FL, 32940	321-259-5619
FL	Melbourne	Ma Thida Austin LLC	HISSHO Sushi	150 W. University Blvd, Melbourne FL, 32901	321-259-5619
FL	Melbourne	Ma Thida Austin LLC	HISSHO Sushi	150 W. University Blvd, Melbourne FL, 32901	321-259-5619
FL	Melbourne	Ma Thida Austin LLC		3113 Panther Place, Melbourne FL, 32901	321-259-5619
FL	Miami	Smith Pulaw Sushi Corp	SUSHI WITH GUSTO	1800 West Avenue, Miami FL, 33139	305-532-0377
FL	Miami	TKHAI LLC	HISSHO Sushi	1201 Nw 16th St, Miami FL, 33125-1624	305-324-4455
FL	Miami	TKHAI LLC	HISSHO Sushi	1201 Nw 16th St, Miami FL, 33125-1624	305-324-4455
FL	Miami	Wish Success Inc	ŌUMI sushi	12690 SW 88th St Sushi Bar, Miami FL, 33186	786-798-7074
FL	Miami	Ye Lwin Aung	SUSHI WITH GUSTO	8760 SW 136th Street, Miami FL, 33176	305-253-2500
FL	Miami (Coconut Grove)	AKMK Limited Liability Company	ŌUMI sushi	2750 SW 27th Terrace Ste 102, Miami (Coconut Grove) FL, 33133-3064	561-765-2216

FL	Miramar	Mya Thida Aye	ŌUMI sushi	12216 Miramar Parkway	754-799-8177
		·		Sushi Bar, Miramar FL,	
FL	Naples	Freddy Lian	SUSHI WITH GUSTO	4129 Tamiami Trail North, Naples FL, 34103	239-430-2444
FL	Naples	Htun & Thway Sushi Inc	SUSHI WITH GUSTO	12628 Tamiami Trail East, Naples FL, 34113	239-732-0237
FL	Naples	Nyunt Swe	HISSHO Sushi	11190 Health Park Blvd Sushi Bar, Naples FL,	#N/A
FL	Naples	Nyunt Swe	ŌUMI sushi	2224 Logan Blvd N, Naples FL, 34119-1480	239-325-6950
FL	Naples	Nyunt Swe	HISSHO Sushi	350 7TH St N Sushi Bar, Naples FL, 34102-5754	813-404-5501
FL	Oakland Park	Hlawn Kip Tial	ŌUMI sushi	700 E Oakland Park Blvd Sushi Bar, Oakland Park FL, 33334	561-894-0789
FL	Orlando	Michael Soe	SUSHI WITH GUSTO	1500 North Mills Avenue, Orlando FL, 32803	407-228-9989
FL	Orlando	Moe Kaung Kin Company LLC	SUSHI WITH GUSTO	5000 Dr Phillips Blvd, Orlando FL, 32819	407-294-1516
FL	Orlando	Moe Kaung Kin Company LLC	ŌUMI sushi	7603 Turkey Lake Rd Sushi BarSuite 101, Orlando FL, 32819	321-340-2023
FL	Orlando	Z&Z Food Service LLC	ŌUMI sushi	2530 E Colonial Dr Sushi Bar, Orlando FL, 32803	689-219-8967
FL	Orlando (Waterford Lakes	Thaw Tar Lin	ŌUMI sushi	12500 Lake Underhill Rd, Orlando (Waterford Lakes Village) FL, 32828-7100	689-303-4690
FL	Ortega	Ed Mond Saw, LLC	HISSHO Sushi	6331 Roosevelt Blvd, Ortega FL, 32210	904-596-1065
FL	Oviedo	Thaw Tar Lin	ŌUMI sushi	1121 Alafaya Trl Sushi Bar, Oviedo FL, 32765-4737	407-542-6070
FL	Palm Beach Gardens	HAN MYANMAR INC	SUSHI WITH GUSTO	4925 PGA Blvd., Palm Beach Gardens FL, 33418	561-708-7072
FL	Palm Harbor	Blessing Dream Inc	ŌUMI sushi	33650 US Highway 19 N Sushi Bar, Palm Harbor FL, 34684-2640	727-437-3824
FL	Panama City	Zau Htung Lahkum	SUSHI WITH GUSTO	15500 Panama City Beach Pkwy, Panama City FL,	850-233-0206
FL	Pembroke Pines	ANNICK'S SUSHI CATERING LLC	SUSHI WITH GUSTO	2200 North Flamingo Road 14A, Pembroke Pines FL, 33028	954-436-7064
FL	Pensacola	Cindy Smart	HISSHO Sushi	1101 Navy Federal Way, Pensacola FL, 32526	#N/A
FL	Pensacola	Cindy Smart	HISSHO Sushi	3101 Navy Federal Way, Pensacola FL, 32526	#N/A

FL	Pensacola	Cindy Smart	HISSHO Sushi	5510 Heritage Oaks, Pensacola FL, 32526	#N/A
FL	Pensacola	Cindy Smart		5550 Heritage Oaks Drive, Pensacola FL, 32526	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	1388-1398 Murray Rd Building 3460, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	1388-1398 Murray Rd Building 3460, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	1932 San Carlos Rd Building 1932, Pensacola	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	211 Farrer Rd Building 3450, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	250 Chambers Ave Building 634, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	250 Saufley St Building 470, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	250 Saufley St Building 607, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	570 East Ave, Pensacola FL, 32508	#N/A
FL	Pensacola	Lian Family, LLC	HISSHO Sushi	710 2nd St Building 540, Pensacola FL, 32507	#N/A
FL	Pensacola	San Nyunt Zaw	SUSHI WITH GUSTO	1650 Airport Boulevard, Pensacola FL, 32504	850-479-0886
FL	Plantation	Andrew Aung	SUSHI WITH GUSTO	12171 W. Sunrise Blvd, Plantation FL, 33323	954-370-6831
FL	Ponte Vedra Beach	Kalau Enterprise LLC	SUSHI WITH GUSTO	840 A1A North Suite 200, Ponte Vedra Beach FL, 32082-3220	904-273-8450
FL	Port Charlotte	Yitar Hlaing L.L.C.	ŌUMI sushi	2000 Tamiami Trl Unit 224, Port Charlotte FL, 33948- 2135	941-699-2501
FL	Port St Lucie	Snow Sushi, LLC	SUSHI WITH GUSTO	10272 SW Meeting Street, Port St Lucie FL, 34987	772-918-7005
FL	Port St. Lucie	The Chosen Gentleman Inc	ŌUMI sushi	1759 NW St. Lucie West Blvd Sushi BarSuite 111, Port St. Lucie FL, 34986	772-310-5465
FL	Riverview	LAL THANG LLC	ŌUMI sushi	12960 Us Highway 301 S Sushi BarSuite 111, Riverview FL, 33578	813-284-3440
FL	Riviera Beach	Huai Sian Hung	HISSHO Sushi	7305 North Military Trail, Riviera Beach FL, 33410	561-422-8401

FL	Saint Petersburg	Akneopaney LLC	HISSHO Sushi	501 6th Ave S, Saint Petersburg FL, 33701-4634	727-767-8674
FL	Saint Petersburg	Akneopaney LLC		501 6th Ave S, Saint Petersburg FL, 33701-4634	727-767-8674
FL	Saint Petersburg	Akneopaney LLC		501 6th Ave S, Saint Petersburg FL, 33701-4634	727-767-8674
FL	Sarasota	Bawi Family LLC	ŌUMI sushi	111 Links Ave, Sarasota FL, 34236-6928	941-278-4790
FL	Sarasota	Gauzam LLC	ŌUMI sushi	8330 S Tamiami Trl Sushi Bar, Sarasota FL, 34238-	941-218-8119
FL	Sarasota- University Park	Aung & Zaw Sushi, LLC	SUSHI WITH GUSTO	5251 University Parkway, Sarasota-University Park FL, 34201	941-355-0417
FL	Seminole	Anh Quoc Ly	ŌUMI sushi	7263 Seminole Blvd Sushi Bar, Seminole FL, 33772	727-655-9055
FL	Seminole	Kssol Inc	SUSHI WITH GUSTO	7774 113th Street N, Seminole FL, 33772	727-619-5009
FL	St. Petersburg	Kssol Inc	SUSHI WITH GUSTO	2900 4th Street North, St. Petersburg FL, 33704	727-822-4913
FL	Stuart	Linn & Lynn LLC	ŌUMI sushi	3150 SE Federal Highway Sushi Bar, Stuart FL, 34994	772-272-9698
FL	Stuart	Thein Htoo Aung	SUSHI WITH GUSTO	2300 SE Ocean Blvd, Stuart FL, 34996	772-223-5240
FL	Tallahassee	Naw Bu Myar	HISSHO Sushi	1300 Miccosukee Rd Attn: Sushi Bar WD-192127, Tallahassee FL, 32308-5054	781-235-1200
FL	Tallahassee	Tu Mai Gauri	SUSHI WITH GUSTO	1390 Village Square Blvd 7, Tallahassee FL, 32312	850-907-1392
FL	Tampa	ABTA LLC	SUSHI WITH GUSTO	3722 Henderson Blvd, Tampa FL, 33609	813-875-7400
FL	Tampa	Aung Moe Lwin	ŌUMI sushi	10619 Sheldon Rd Sushi Bar, Tampa FL, 33626	772-348-2150
FL	Tampa	Chinland Enterprise LC	HISSHO Sushi	1 Tampa General Cir Sushi Bar, Tampa FL, 33606-	973-720-2000
FL	Tampa	Duh Ngen Tial	HISSHO Sushi	3100 E Fletcher Ave Accounts Payable, Tampa FL, 33613-4613	813-615-7945
FL	Tampa	Saw Hser Kapaw	ŌUMI sushi	15110 N Dale Mabry Hwy Sushi Bar, Tampa FL, 33618-1817	813-619-4000
FL	Tampa	Saw Hser Kapaw	ŌUMI sushi	1523 S Dale Mabry Hwy Sushi Bar, Tampa FL,	813-466-3390
FL	Tampa	Saw Shawail Roe Roe	ŌUMI sushi	8620 Hunter Village Rd Sushi Bar, Tampa FL,	813-683-8072
FL	Tampa	Say Clear	HISSHO Sushi	12902 USF Magnolia Dr Sushi Bar, Tampa FL,	863-226-7128

FL	Tampa	Say Clear	HISSHO Sushi	12902 USF Magnolia Dr Sushi Bar, Tampa FL,	863-226-7128
FL	Tampa	Say Clear	HISSHO Sushi	12902 USF Magnolia Drive Sushi Bar Lic# WD- 192127, Tampa FL, 33612	863-226-7128
FL	Tampa	Say Clear	ŌUMI sushi	2150 E Fowler Ave, Tampa FL, 33612-5506	813-771-9936
FL	Tampa	Tha Van Nei	SUSHI WITH GUSTO	13147 North Dale Mabry Hwy, Tampa FL, 33618	813-964-8001
FL	Tampa	THAI CHICKEN TERIYAKI Limited Liablity Company	ŌUMI sushi	101 W 7th Ave Sushi Bar, Tampa FL, 33602	813-807-3146
FL	The Villages	Aung Khine	SUSHI WITH GUSTO	3740 Wedgewood Lane, The Villages FL, 32162	352-391-9620
FL	Trinity	Than Jaw Oo	ŌUMI sushi	8840 Strength Ave Sushi Bar, Trinity FL, 34655-4257	727-807-2200
FL	Valrico	LAL THANG LLC	ŌUMI sushi	3315 Lithia Pinecrest Rd Sushi Bar, Valrico FL,	813-603-9630
FL	Vero Beach	Thu Pha Guah Inc	SUSHI WITH GUSTO	526 A 21st Street, Vero Beach FL, 32960	772-794-2216
FL	West Boca Raton	Stellary LLC	ŌUMI sushi	9831 Glades Rd, West Boca Raton FL, 33434-3918	561-880-9105
FL	West Melbourne (Palm Bay)	Grace Sushi LLC	ŌUMI sushi	4460 Hollywood Blvd, West Melbourne (Palm Bay) FL, 32904	321-462-3184
FL	West Palm Beach	Grace Sushi LLC	ŌUMI sushi	1901-B North Military Trail Sushi Bar, West Palm Beach FL, 33409	561-835-5418
FL	Winter Park	Naomi Ting	ŌUMI sushi	1999 Aloma Ave Sushi Bar, Winter Park FL, 32792-	407-702-1212
FL	Winter Springs	SUSHI KING LLC	SUSHI WITH GUSTO	5920 Red Bug Lake Road, Winter Springs FL, 32708	407-388-1745
GA	Alpharetta	Shorai, LLC	SUSHI WITH GUSTO	3005 Old Alabama Road, Alpharetta GA, 30022	770-664-5350
GA	Athens	Zahau Family, LLC	SUSHI WITH GUSTO	196 Alps Road Unit 50, Athens GA, 30606	706-543-6343
GA	Atlanta	Chinland Hornbill LLC	SUSHI WITH GUSTO	2099 Peachtree Road NE, Atlanta GA, 30309	404-350-3211
GA	Atlanta	Gin Za Kim	ŌUMI sushi	1853 Piedmont Ave NE Sushi Bar, Atlanta GA,	404-751-0605
GA	Atlanta	Hpung Ram	HISSHO Sushi	1000 Johnson Ferry Rd NE Sushi Bar, Atlanta GA,	#N/A
GA	Atlanta	Hpung Ram	HISSHO Sushi	1001 Johnson Ferry Rd NE Sushi Bar, Atlanta GA,	#N/A
GA	Atlanta	Joseph Kei Khaw Mang	HISSHO Sushi	175 Piedmont Ave NE Suite 731, Atlanta GA, 30303	#N/A

GA	Atlanta	Lal Rin Hnget Jr	HISSHO Sushi	100 Perimeter Center Pl, Atlanta GA, 30346	678-259-0888
GA	Atlanta	Myat Tawwin LLC	SUSHI WITH GUSTO	4405 Roswell Road, Atlanta GA, 30342	404-250-0852
GA	Atlanta	THA NEI SIN LYAN LLC	HISSHO Sushi	2220 Northeast Expressway, Atlanta GA, 30329	#N/A
GA	Augusta	Casie Aung	SUSHI WITH GUSTO	2701 Washington Road Suite 12, Augusta GA,	706-667-0090
GA	Augusta	Ceu Vung	HISSHO Sushi	1120 15th Street, Augusta GA, 30912	706-721-3052
GA	Augusta	Ceu Vung	HISSHO Sushi	2500 Walton Way Sushi Bar, Augusta GA, 30904-	706-721-3052
GA	Augusta	Lal Ruat LLC	ŌUMI sushi	630 Crane Creek Dr Sushi Bar, Augusta GA, 30907-	706-993-9150
GA	Buford	Shalom Sushi Inc	ŌUMI sushi	2925 Buford Dr Sushi BarSte 2400, Buford GA,	470-600-6528
GA	Canton	Pau Lul Lal	HISSHO Sushi	2022 Cumming Hwy, Canton GA, 30115	678-880-4311
GA	Columbus	Ye Myint Soe	SUSHI WITH GUSTO	1591 Bradley Park Drive Suite, Columbus GA, 31904	706-317-2977
GA	Cumming	Annie Kawl	ŌUMI sushi	530 Lakeland Plz Sushi Bar, Cumming GA, 30040-2779	470-505-2000
GA	Cumming	Hpung Ram	HISSHO Sushi	1200 Northside Forsyth Dr, Cumming GA, 30041	#N/A
GA	Decatur	SWE & SJ'S SUSHI LLC	HISSHO Sushi	1670 Clairmont Rd, Decatur GA, 30033-4004	404-929-5208
GA	Decatur	Tial Ciang	ŌUMI sushi	2551 Blackmon Dr Sushi Bar, Decatur GA, 30033-	404-965-6290
GA	Dunwoody	Cing Muan Family, LLC	SUSHI WITH GUSTO	5515 Chamblee Dunwody Road, Dunwoody GA,	770-481-0304
GA	Fayetteville	Pau Lul Lal	HISSHO Sushi	12160 County Line Rd 101, Fayetteville GA, 30215-	420-559-3200
GA	Johns Creek	Julie Nei	ŌUMI sushi	3630 Peachtree Pkwy Sushi Bar, Johns Creek GA, 30024-6049	678-690-1243
GA	Kennesaw	Hrang Kap Hlir	HISSHO Sushi	395 Cobb Avenue, Kennesaw GA, 30144	#N/A
GA	Lawrencevill e	Hau Sian Mung	ŌUMI sushi	1250 Scenic Hwy Sushi Bar, Lawrenceville GA, 30045-6359	678-690-1279
GA	Macon	Dal Za Kham	SUSHI WITH GUSTO	4357 Forsyth Road, Macon GA, 31210	478-757-4222
GA	Marble Hill	Cung Lian Hup	HISSHO Sushi	70 Foot Hills Pkwy, Marble Hill GA, 30148	770-893-1000

GA	Marietta	SENG SUSHI LLC	ŌUMI sushi	4101 Roswell Rd Sushi BarSuite #700, Marietta GA, 30062-6293	770-200-9172
GA	Marietta	Van Daitui LLC	HISSHO Sushi	1100 S Marietta Pkwy SE, Marietta GA, 30060-2855	470-578-6000
GA	Marietta	Van Daitui LLC	HISSHO Sushi	860 Rossbacher Way SE Sushi Bar, Marietta GA,	470-578-6000
GA	Marietta	Van Daitui LLC	HISSHO Sushi	860 Rossbacher Way, Marietta GA, 30060	470-578-6000
GA	Marietta	Zami Ram	ŌUMI sushi	3805 Dallas Hwy SW Sushi BarSuite 200, Marietta GA, 30064-1612	678-919-8701
GA	McDonough	TUUNNEEM LLC	ŌUMI sushi	2155 Jodeco Road, McDonough GA, 30253	678-470-0983
GA	Peachtree City	Mungno manlun Family Limited Liability LLC	SUSHI WITH GUSTO	100 N Peachtree Pkwy, Peachtree City GA, 30269	770-486-2738
GA	Peachtree City	Mungno manlun Family Limited Liability LLC	ŌUMI sushi	2015 Highway 54 Sushi Bar, Peachtree City GA, 30269-1315	678-586-2577
GA	Peachtree Corners	Zonuam Son LLC	ŌUMI sushi	5130 Peachtree Pkwy Sushi Bar, Peachtree Corners GA, 30092-2525	678-690-1249
GA	Roswell	Gloria Hau Khan Zo	ŌUMI sushi	10800 Alpharetta Hwy Sushi BarSuite C-410, Roswell GA, 30076-1490	678-353-0102
GA	Roswell	Lal Rin Hnget Jr	SUSHI WITH GUSTO	1125 Woodstock Rd Ste 400, Roswell GA, 30075	678-795-9062
GA	Savannah	Philip Lia Si	SUSHI WITH GUSTO	5525 Abercorn Street, Savannah GA, 31405	912-354-6075
GA	Smyrna	Lai Thang	ŌUMI sushi	4330 East-West Connector Sushi Bar, Smyrna GA,	770-200-7587
GA	Smyrna	SENG SUSHI LLC	ŌUMI sushi	2530 Cumberland Blvd SE Sushi Bar, Smyrna GA,	470-750-1841
GA	Suwanee	HPUK JAWNG LLC	SUSHI WITH GUSTO	1500 PeachtreeIndustrial Blv, Suwanee GA, 30024	678-714-0976
GA	Tucker	Siang Za Mawi	ŌUMI sushi	4310 Lavista Rd Sushi BarSuite A200, Tucker GA, 30084-5439	470-260-2368
GA	Woodstock	Mang Tin Sung	ŌUMI sushi	1430 Towne Lake Pkwy Sushi Bar, Woodstock GA, 30189-1581	678-224-9799
IA	Cedar Rapids	Salai Tial Hin Thang	HISSHO Sushi	1030 Blairs Ferry Rd NE, Cedar Rapids IA, 52402-	319-393-1600
IA	Cedar Rapids	Salai Tial Hin Thang	HISSHO Sushi	3400 Edgewood Rd SW, Cedar Rapids IA, 52404-	319-396-4444

IA	Cedar Rapids	SUSHI ANANDA LLC	SHIZEN	3338 Center Point Road NE, Cedar Rapids IA,	319-365-2632
IA	Coralville	SUSHI ANANDA LLC	SHIZEN	1101 2nd Street, Coralville IA, 52241	319-358-5513
IA	Davenport	Lian Family Sushi LLC	HISSHO Sushi	5225 Elmore Ave, Davenport IA, 52807-3454	563-344-9447
IA	Iowa City	SUSHI ANANDA LLC	SHIZEN	22 SVan Buren, Iowa City IA, 52240	319-338-9441
ID	Boise	Shawng La	HISSHO Sushi	1700 University Dr, Boise ID, 83706	#N/A
ID	Boise	Shawng La	HISSHO Sushi	1801 W University Dr, Boise ID, 83725	901-481-4603
ID	Boise	Shawng La	HISSHO Sushi	2120 University Dr, Boise ID, 83725	901-481-4603
IL	Bloomingdal e	Ha Thang Li	HISSHO Sushi	130 S Gary Ave, Bloomingdale IL, 60108-	630-351-7600
IL	Bolingbrook	Dee Sar	HISSHO Sushi	225 N Weber Rd, Bolingbrook IL, 60490-	630-679-6500
IL	Bolingbrook	Dee Sar	HISSHO Sushi	755 E Boughton Rd Sushi Bar, Bolingbrook IL, 60440	630-783-5300
IL	Bradley	Dawt Inc.	HISSHO Sushi	990 N Kinzie Ave, Bradley IL, 60915-1233	779-301-8200
IL	Carpentersvil le	Rosalynthai LLC	SUSHI WITH GUSTO	2100 Randall Road, Carpentersville IL, 60110	847-649-9005
IL	Champaign	Min Myint Soe	HISSHO Sushi	2401 N Prospect Ave Sushi Bar, Champaign IL, 61822- 1233	217-353-4000
IL	Chicago	Bom Zing LLC	SUSHI WITH GUSTO	2730 N Halsted St, Chicago IL, 60614	773-377-7197
IL	Chicago	Mang Family LLC	HISSHO Sushi	820 S Damen Ave, Chicago IL, 60612	312-569-6111
IL	Chicago	San LLC	SUSHI WITH GUSTO	2250 N Sheffield Ave Ste 125, Chicago IL, 60614	773-325-4987
IL	Crystal Lake	Nawl Tling	SUSHI WITH GUSTO	6000 Northwest Highway, Crystal Lake IL, 60014	815-444-7360
IL	Danville	Hrang Za Pum	HISSHO Sushi	3649 N. Vermilion Street, Danville IL, 61832	217-655-7200
IL	Effingham	Nay Nay Htun Ya	SUSHI WITH GUSTO	101 S. Merchant St., Effingham IL, 62401	217-347-7191
IL	Elgin	Ramdang Bansar	HISSHO Sushi	815 S Randall Rd Sushi Bar, Elgin IL, 60123	847-717-6500
IL	Elmhurst	Gracey Hmung Limited Liability Company	SUSHI WITH GUSTO	190 Prospect Ave, Elmhurst IL, 60126	630-617-3783
IL	Evergreen Park	SSS Sushi LLC	HISSHO Sushi	9200 S. Western Ave, Evergreen Park IL, 60805	708-499-8100

IL	Flossmoor	SSS Sushi LLC	HISSHO Sushi	3800 Vollmer Rd., Flossmoor IL, 60422	708-991-1600
IL	Geneva	Lian LLC	SUSHI WITH GUSTO	718 Commons Drive, Geneva IL, 60134	630-845-4095
ΙL	Hines	Mang Family LLC	HISSHO Sushi	5000 South 5th Ave Bldg. 220, Hines IL, 60141	708-202-2574
IL	Homer Glen	SSS Sushi LLC	HISSHO Sushi	14169 S Bell Rd Sushi Bar, Homer Glen IL, 60491-	708-645-5800
IL	Lake Forest	Ca Hnem Fam Cun	SUSHI WITH GUSTO	850 Western Avenue, Lake Forest IL, 60045	847-482-0643
IL	Mahomet	Lal Hlun Lian	SUSHI WITH GUSTO	202 Eastwood Dr, Mahomet IL, 61853	#N/A
ΙL	McHenry	Saraung Dakhum	HISSHO Sushi	2253 N Richmond Rd, McHenry IL, 60051-5401	815-578-9700
IL	Mokena	SSS Sushi LLC	HISSHO Sushi	11305 W Lincoln Hwy Sushi Bar, Mokena IL,	815-277-0500
IL	Naperville	Zinma LLC	SUSHI WITH GUSTO	204 South Route 59, Naperville IL, 60540	#N/A
IL	Normal	Zan Magha Ra	HISSHO Sushi	1900 E College Ave., Normal IL, 61761	309-888-0800
IL	North Aurora	Kyaw SushiLLC	SUSHI WITH GUSTO	151 Hansen Blvd, North Aurora IL, 60542	630-723-3900
IL	Orland Park	SSS Sushi LLC	HISSHO Sushi	15701 71st Ct, Orland Park IL, 60462	708-342-9900
IL	Oswego	SheWang LLC	HISSHO Sushi	2700 Route 34, Oswego IL, 60543	630-636-5000
IL	Plainfield	Ah Sin Dakham	HISSHO Sushi	13521 S Route 59, Plainfield IL, 60544	815-267-8000
IL	Rockford	Thang LLC	SUSHI WITH GUSTO	3155 McFarland Road, Rockford IL, 61114	815-986-0220
IL	Sycamore	Lian Hum Mang	HISSHO Sushi	541 Puri Pkwy Sushi Bar, Sycamore IL, 60178-9029	815-991-1203
IL	Urbana	Min Myint Soe	HISSHO Sushi	2500 Philo Rd Sushi Bar, Urbana IL, 61802-8044	217-365-5200
IL	Wilmette	Dar Iang	SUSHI WITH GUSTO	3232 Lake Avenue Suite 150, Wilmette IL, 60091	847-251-4261
IN	Anderson	AC1 Sushi LLC	HISSHO Sushi	6610 Scatterfield Rd, Anderson IN, 46013	765-683-5200
IN	Angola	Siang Hmun Lian	HISSHO Sushi	2990 N Wayne St, Angola IN, 46703-9121	260-668-1100
IN	Camby	Tumtling LLC	HISSHO Sushi	10509 Heartland Blvd., Camby IN, 46113	317-821-6800
IN	Carmel	MARABEI FAMILY LLC	SUSHI WITH GUSTO	1392 Rangeline Road, Carmel IN, 46032	317-991-7027
IN	Carmel	Van Nei Thawng	SUSHI WITH GUSTO	2490 East 146th Street, Carmel IN, 46033	317-815-1970

IN	Elkhart	LPC Family LLC	HISSHO Sushi	2500 Cassopolis Street,	574-359-7840
				Elkhart IN, 46514	
IN	Evansville	Jimmy Lian Uk	SUSHI WITH GUSTO	6401 East Lloyd Expressway, Evansville IN,	812-402-5361
IN	Fort Wayne	A&W Sushi's LLC	HISSHO Sushi	5909 Illinois Rd Sushi Bar, Fort Wayne IN, 46804-1159	260-434-3900
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	1010 Production Rd Sushi Bar, Fort Wayne IN, 46808- 4106	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	10501 Corporate Dr Sushi Bar, Fort Wayne IN, 46845- 1700	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	10622 Parkview Plaza Dr Sushi Bar, Fort Wayne IN, 46845-1738	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	11109 Parkview Plaza Dr Sushi Bar, Fort Wayne IN, 46845-1701	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	11109 Parkview Plaza Dr Sushi Bar, Fort Wayne IN, 46845-1701	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	11109 Parkview Plaza Dr Sushi Bar, Fort Wayne IN, 46845-1701	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	11109 Parkview Plaza Dr Sushi Bar, Fort Wayne IN, 46845-1701	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	1919 West Cook Road, Fort Wayne IN, 46818	260-266-3512
IN	Fort Wayne	Kay Soe, LLC	HISSHO Sushi	2200 Randallia Dr Sushi Bar, Fort Wayne IN, 46805-	260-266-3512
IN	Fort Wayne	Phyo M Than	HISSHO Sushi	4242 East Dupont Road, Fort Wayne IN, 46825	260-279-2540
IN	Franklin	Nu Me	HISSHO Sushi	•	317-346-9600
IN	Ft Wayne	Lillian's Gourmet Sushi Inc	SUSHI WITH GUSTO	6306 W Jefferson Blvd, Ft Wayne IN, 46804	260-459-9691
IN	Goshen	BRYAN HEATING & COOLING LLC		4522 Elkhart Road, Goshen IN, 46526	574-875-3000
IN	Indianapolis	Ninety Six Sushi LLC	HISSHO Sushi	1481 W 10th St, Indianapolis IN, 46202-	317-554-0000
IN	Indianapolis	Nu Me	HISSHO Sushi	11351 E Washington St, Indianapolis IN, 46229	317-894-6700
IN	Indianapolis	San Myint	HISSHO Sushi	5550 N Keystone Ave Sushi Bar, Indianapolis IN, 46220- 3458	317-610-2200

IN	Indianapolis	Van Nei Thawng	SUSHI WITH GUSTO	5415 North College Ave, Indianapolis IN, 46220	317-259-9270
IN	Indianapolis	Za Herh Cin	HISSHO Sushi	5349 Pike Plaza Rd, Indianapolis IN, 46254	317-387-2400
IN	Jeffersonville	Lian Corporation	HISSHO Sushi	2750 Allison Lane, Jeffersonville IN, 47130	812-218-6600
IN	Kokomo	THANGSFAMILY LLC	HISSHO Sushi	2301 E Markland Ave, Kokomo IN, 46901	765-454-7800
IN	Lafayette	Ngun Lian Uk	HISSHO Sushi	4901 State Rd 26 E, Lafayette IN, 47905	765-449-9200
IN	Marion	THANGSFAMILY LLC	HISSHO Sushi	3820 S. Western Ave, Marion IN, 46953	765-677-6800
IN	McCordsville	AC1 Sushi LLC	HISSHO Sushi	6939 W Broadway Sushi Bar, McCordsville IN,	231-733-2535
IN	Merrillville	PA SIANG, LLC	HISSHO Sushi	611 W Lincoln Hwy Ste. A, Merrillville IN, 46410-5331	219-650-3700
IN	Michigan City	Sang Za Hmung	HISSHO Sushi	5150 Franklin St Sushi Bar, Michigan City IN, 46360-	219-877-2400
IN	Mishawaka	BRYAN HEATING & COOLING LLC	HISSHO Sushi	3602 S. BREMEN HIGHWAY, Mishawaka IN, 46544	574-254-2500
IN	Mishawaka	BRYAN HEATING & COOLING LLC	HISSHO Sushi	3610 S Bremen Highway, Mishawaka IN, 46544	574-254-2500
IN	Munci	Sushi-N-Bros, LLC	HISSHO Sushi	L. A. Pittenger Student Center, The Tally Food Court, Munci IN, 47306	#N/A
IN	Muncie	Nai Dai Go	HISSHO Sushi	6260 W Mcgalliard Rd Sushi Bar, Muncie IN,	765-281-7800
IN	Muncie	Sushi-N-Bros, LLC	HISSHO Sushi	1635 N McKinley Ave,, Muncie IN, 47306	#N/A
IN	Muncie	Sushi-N-Bros, LLC	HISSHO Sushi	1710 W. Riverside Ave, Muncie IN, 47306	765-285-1967
IN	Muncie	Sushi-N-Bros, LLC	HISSHO Sushi	The Atrium @ Art & Journalism Building, Muncie IN, 47306	#N/A
IN	Portage	Duhza LLC	HISSHO Sushi	6050 US Hwy 6, Portage in, 46368	219-763-0401
IN	Richmond	MARABEI FAMILY LLC	HISSHO Sushi	2507 Chester Blvd Sushi Bar, Richmond IN, 47374-	765-939-4400
IN	Terre Haute	BT SUSHI LLC	HISSHO Sushi	5600 E. New Margaret Dr., Terre Haute IN, 47803	812-233-6300
IN	Valparaiso	Ro San	HISSHO Sushi	405 Porters Vale Blvd, Valparaiso IN, 46383-8469	616-555-1212
IN	Warsaw	THEIN THAN AUNG LLC	HISSHO Sushi	1200 US-30, Warsaw IN, 46580	574-371-4100

IN	West Lafayette	Stoney Sushi LLC	HISSHO Sushi	2636 US 52 Sagamore Pkwy W Sushi Bar, West Lafayette IN, 47906	765-637-4200
IN	Westfield	Iang Tha Fom	HISSHO Sushi	225 W. Spring Mill Pointe Dr Sushi Bar, Westfield IN, 46074	463-243-3040
IN	Zionsville	Ninety Six Sushi LLC	HISSHO Sushi	6650 Whitestown Pkwy Sushi Bar, Zionsville IN, 46077-7622	317-732-9200
KS	Bonner Springs	Rachel Nidin	HISSHO Sushi	501 Commercial Dr Sushi Bar, Bonner Springs KS,	913-441-6988
KS	Fairway	Biak Tha Par	HISSHO Sushi	2724 W 53RD St Sushi Bar, Fairway KS, 66205-1705	913-432-2992
KS	Lawrence	Johnathan Hla Moe	ŌUMI sushi	4740 Bauer Farm Dr Sushi Bar, Lawrence KS, 66049- 9039	785-727-7314
KS	Lawrence	Johnathan Hla Moe	HISSHO Sushi	901 Iowa Street, Lawrence KS, 66044	785-843-8544
KS	Leavenworth	Sunshine Lily Sushi, LLC	HISSHO Sushi	2107 South 4th St Sushi Bar, Leavenworth KS,	913-651-5700
KS	Leawood	AlphaOmega Ling LLC	HISSHO Sushi	11721 Roe Ave Sushi Bar, Leawood KS, 66211-2605	913-338-0600
KS	Leawood	AlphaOmega Ling LLC	HISSHO Sushi	11721 Roe Ave, Leawood KS, 66211-2605	913-338-0600
KS	Lenexa	Biak Tha Par	HISSHO Sushi	15000 W 87TH Street Pkwy Sushi Bar, Lenexa KS, 66215-4160	913-599-6423
KS	Lenexa	Ngun Tha Sung	ŌUMI sushi	8550 Maurer Rd Sushi Bar, Lenexa KS, 66219-1100	913-312-1586
KS	MIssion	Bawi Tlem LLC	HISSHO Sushi	6100 Broadmoore St, MIssion KS, 66202	913-262-2434
KS	Olathe	Ngun Tha Sung	HISSHO Sushi	15345 W 119th St, Olathe KS, 66062	913-393-4400
KS	Olathe	Sung Family LLC	HISSHO Sushi	15970 S. Mur-Len Rd Sushi Bar, Olathe KS, 66062	913-393-8000
KS	Olathe	Zaw Htike	HISSHO Sushi	13600 S Blackbob Rd Sushi Bar, Olathe KS, 66062-	913-782-3500
KS	Overland Park	AlphaOmega Ling LLC	ŌUMI sushi	6821 W 135TH St Sushi Bar, Overland Park KS, 66223-7900	913-643-4190
KS	Overland Park	Biak Chan Sang	HISSHO Sushi	6900 W 135TH St Sushi Bar, Overland Park KS, 66223-4800	913-685-8400
KS	Overland Park	Biak Tha Par	HISSHO Sushi	8686 Antioch Rd Sushi Bar, Overland Park KS, 66212	913-383-2563

KS	Overland	Maung Maung	SUSHI WITH	12345 College Boulevard,	913-469-8500
	Park		GUSTO	Overland Park KS, 66210	
KS	Overland Park	Ngun Tha Sung	HISSHO Sushi	12200 Blue Valley pkwy, Overland Park KS, 66213	913-327-7770
KS	Overland Park	Van Tha Bik	ŌUMI sushi	9628 Nall Ave Sushi Bar, Overland Park KS, 66207- 2952	913-312-1586
KS	Overland Park	Zaw Bauk Maran	HISSHO Sushi	7201 W 151ST St Sushi Bar, Overland Park KS, 66223-2229	913-897-4600
KS	Overland Park	Zaw Family LLC	HISSHO Sushi	11930 College Blvd Sushi Bar, Overland Park KS, 66210-3943	913-782-3500
KS	Pittsburg	Heavenly Taste Sushi, LLC	SUSHI WITH GUSTO	310 ECentennial, Pittsburg KS, 66762	#N/A
KS	Prairie Village	Biak Tha Par	HISSHO Sushi	4050 W 83RD St Sushi Bar, Prairie Village KS, 66208- 5301	913-648-1441
KS	Prairie Village	Lum Haung Laja	HISSHO Sushi	6950 Mission Ln Sushi Bar, Prairie Village KS, 66208- 2619	913-362-3556
KS	Roeland Park	Zai Bor Chin	HISSHO Sushi	4950 Roe Blvd, Roeland Park KS, 66205	913-236-6262
KS	Shawnee	Bawi Tlem LLC	HISSHO Sushi	15700 Shawnee Mission Pkwy, Shawnee KS, 66203	913-962-8222
KS	Shawnee	Biak Tha Par	HISSHO Sushi	12010 W 63RD St, Shawnee KS, 66216-1867	913-268-8025
KS	Wichita NE	Benushi LLC	HISSHO Sushi	10800 E 21st St N, Wichita NE KS, 67206	316-636-4206
KS	Wichita NW	Benushi LLC	HISSHO Sushi	2727 N Maize Rd, Wichita NW KS, 67205	316-721-4289
KY	Cold Spring	Naomi Pardawh	HISSHO Sushi	5400 Alexandria Pike, Cold Spring KY, 41076	859-448-4200
KY	Florence	Naomi Pardawh	HISSHO Sushi	4990 Houston Road, Florence KY, 41042	859-746-6300
KY	Lexington	KYAW FOOD LLC	HISSHO Sushi	2155 Paul Jones Way, Lexington KY, 40509	859-264-3000
KY	Lexington	KYAW FOOD LLC	HISSHO Sushi	351 Meijer Way, Lexington KY, 40503	859-219-3700
KY	Lexington	Samuel Ginsian Muang	SUSHI WITH GUSTO	3387 Tates Creek Road, Lexington KY, 40502	859-266-0150
KY	Louisville	Ai Soe Aung	HISSHO Sushi	800 Zorn Ave, Louisville KY, 40206	502-287-5312
KY	Louisville	KYAW FOOD LLC	SUSHI WITH GUSTO	4100 Summit Plaza Drive, Louisville KY, 40241	(502) 388-7000

KY	Louisville	KYAW FOOD LLC	HISSHO Sushi	9901 Dixie Hwy Sushi Bar, Louisville KY, 40272-3943	502-995-2100
KY	Louisville	Ling Yaung	HISSHO Sushi	9500 Preston Hwy, Louisville KY, 40229	502-962-3700
KY	Louisville	SIANLIIM SUSHI LLC	SUSHI WITH GUSTO	1805 Rudy Lane, Louisville KY, 40207	502-895-7593
KY	Murray	Poe Shee	HISSHO Sushi	102 Curris Ctr, Murray KY, 42071	8643840452
KY	Murray	Poe Shee	HISSHO Sushi	109 Business Building, Murray KY, 42071-3314	270-809-4346
KY	Murray	Poe Shee	HISSHO Sushi	1375 Chestnut Street, Murray KY, 42071	270-809-4346
KY	Murray	Poe Shee	HISSHO Sushi	1400 N 15th Street, Murray KY, 42071	8643840452
KY	Murray	Poe Shee	HISSHO Sushi	302 N 16th Street, Murray KY, 42071	8643840452
KY	Paducah	Dan Wong	SUSHI WITH GUSTO	2855 Lone Oak Road, Paducah KY, 42001	270-444-9618
KY	Richmond	Shwe La Young LLC	HISSHO Sushi	2013 Lantern Ridge Dr Sushi Bar, Richmond KY, 40475-6010	231-348-6100
LA	Baton Rouge	Dau Nyoi	ŌUMI sushi	4841 Rouzan Square Ave Sushi Bar, Baton Rouge LA, 70808-4061	225-614-9131
LA	Baton Rouge	LABAN SUSHI LLC	SUSHI WITH GUSTO	10555 Perkins Road, Baton Rouge LA, 70810	225-765-2915
LA	Eunice	Ei Tun LLC	HISSHO Sushi	1051 W Maple Ave, Eunice LA, 70535-5237	337-457-1893
LA	Geismar	Thet Thet Oo	SUSHI WITH GUSTO	12513 Highway 73, Geismar LA, 70734	225-673-6504
LA	Houma	Premier Poke & Grace Tea LLC	SUSHI WITH GUSTO	6289 West Park Avenue, Houma LA, 70364	985-873-9119
LA	Kaplan	Mary Vinay	HISSHO Sushi	1313 W Veterans Meml Dr, Kaplan LA, 70548-4501	337-643-6492
LA	Lafayette	Aahoi Family LLC	HISSHO Sushi	454 Heymann Blvd, Lafayette LA, 70503-2600	337-235-4114
LA	Lafayette	Joseph Ngun Thantling	SUSHI WITH GUSTO	1810 Kaliste Saloom Road, Lafayette LA, 70508	337-216-4503
LA	Lafayette	Mary Vinay	HISSHO Sushi	110 Rex St Sushi Bar, Lafayette LA, 70503-2008	337-482-6400
LA	Lafayette	Mary Vinay	HISSHO Sushi	225 Cajundome Ave, Lafayette LA, 70504	337-482-6400
LA	Lafayette	Mary Vinay	HISSHO Sushi	400 E St Mary Blvd, Lafayette LA, 70503-2008	337-482-6400

LA	Mandeville	Mungra Labu	SUSHI WITH GUSTO	1816 NCauseway Blvd, Mandeville LA, 70471	985-674-4105
LA	Metairie	SUSHIMAI LLC	SUSHI WITH GUSTO	755 Veterans Memorial Boulevar, Metairie LA,	504-831-0784
LA	New Orleans	Mungra Labu	SUSHI WITH GUSTO	3338 StCharles Avenue, New Orleans LA, 70115	504-895-5160
MA	Arlington	SUGATI L.L.C.	HISSHO Sushi	905 Massachusetts Ave, Arlington MA, 2476	781-646-3625
MA	Attleboro	Wine Nyi Nyi Zaw	HISSHO Sushi	206 E Washington St North, Attleboro MA, 2760	508-695-1999
MA	Attleboro	Wine Nyi Nyi Zaw	HISSHO Sushi	469 Pleasant St, Attleboro MA, 2703	508-226-2400
MA	Bellingham	Thang Min Wang	HISSHO Sushi	70 Pulaski Blvd, Bellingham MA, 2019	508-883-2179
MA	Beverly	ALL GOOD LLC	HISSHO Sushi	224 Elliott St, Beverly MA, 1915	978-232-9359
MA	Boston	Bawi Za Kham	HISSHO Sushi	1100 Massachusetts Ave, Boston MA, 2125	617-541-4700
MA	Boston	Bawi Za Kham	HISSHO Sushi	1620 Tremont St, Boston MA, 02120-1613	617-232-3572
MA	Boston	Niang Sang Cing	HISSHO Sushi	150 Tremont St Sushi Bar, Boston MA, 2111	202-885-6755
MA	Boston	Niang Sang Cing	HISSHO Sushi	20 Somerset St, Boston MA, 2108	#N/A
MA	Boston	Niang Sang Cing	HISSHO Sushi	73 Tremont St Sushi Bar, Boston MA, 2108	202-885-6755
MA	Boston	SPJRK, LLC	HISSHO Sushi	100 Morrissey Blvd Mein Bowl, Boston MA, 02125- 3300	617-287-5033
MA	Boston	SPJRK, LLC	HISSHO Sushi	100 Morrissey Blvd Sushi, Boston MA, 02125-3300	617-287-5033
MA	Boston	SUGATI L.L.C.	HISSHO Sushi	301 Guest St., Boston MA, 2135	617-779-9116
MA	Boston	Vincent Li	HISSHO Sushi	578 Huntington Ave, Boston MA, 2115	#N/A
MA	Boston	Vincent Li	HISSHO Sushi	578 Huntington Ave, Boston MA, 2115	#N/A
MA	Boston	Vincent Li	HISSHO Sushi	578 Huntington Ave, Boston MA, 2115	#N/A
MA	Boston	Vincent Li	HISSHO Sushi	625 Huntington Ave, Boston MA, 2115	#N/A
MA	Braintree	Ho Sushi LLC	HISSHO Sushi	316 Grove St, Braintree MA, 2184	781-356-1730
MA	Cambridge	Aung Brothers Inc	HISSHO Sushi	468 Broadway Sushi Bar, Cambridge MA, 02138-	617-547-2335

MA	Danvers	ALL GOOD LLC	HISSHO Sushi	301 Newbury Street, Danvers MA, 1923	978-762-4444
MA	Dedham	Liang Kuo Cheng	HISSHO Sushi	160 Providence Hwy, Dedham MA, 02026-1809	781-329-1050
MA	East Falmouth	Ichiban Sushi Inc	HISSHO Sushi	20 Teaticket Hwy, East Falmouth MA, 02536-5615	508-540-7481
MA	East Wareham	Ho Sushi LLC	HISSHO Sushi	2991 Cranberry Hwy, East Wareham MA, 02538-1354	508-291-1110
MA	East Weymouth	Liang Kuo Cheng	HISSHO Sushi	700 Middle St, East Weymouth MA, 2043	781-337-2782
MA	Edgartown	Vincent Li	HISSHO Sushi	225 Upper Main St, Edgartown MA, 02539-	508-627-9522
MA	Fall River	Win Naing	HISSHO Sushi	333 Mariano Bishop Blvd, Fall River MA, 02721-2349	508-675-0391
MA	Feeding Hills	Tin Tin Lwin	HISSHO Sushi	1282 Springfield St, Feeding Hills MA, 01030-	413-789-2224
MA	Framingham	AKT SUSHI LLC	SUSHI WITH GUSTO	84 Worchester Road, Framingham MA, 1702	508-392-7000
MA	Framingham	Wine Nyi Nyi Zaw	HISSHO Sushi	770 Cochituate Road, Framingham MA, 1701	781-264-3117
MA	Framingham	YUWADIMIN LLC	HISSHO Sushi	235 Old Connecticut Path, Framingham MA, 01701-	508-820-0900
MA	Franklin	Van Hmung Lian	HISSHO Sushi	40 Franklin Village Dr, Franklin MA, 2038	508-520-4102
MA	Greenfield	Tin Tin Lwin	HISSHO Sushi	89 French King Hwy, Greenfield MA, 1301	413-774-6096
MA	Harwich	Ichiban Sushi Inc	HISSHO Sushi	111 Brewster-Chatham Rd, Harwich MA, 2645	508-432-5000
MA	Hingham	Hlaing Min Htut	HISSHO Sushi	400 Lincoln St, Hingham MA, 02043-1505	781-749-1143
MA	Hingham	Ryan Wuyong	SUSHI WITH GUSTO	11 Essington Drive, Hingham MA, 2043	781-740-2066
MA	Holyoke	Bawi Za Kham	HISSHO Sushi	361 Whitney Ave, Holyoke MA, 01040-2855	202-473-1364
MA	Hyannis	Ichiban Sushi Inc	HISSHO Sushi	425 Attucks Ln, Hyannis MA, 02601-8142	508-771-0709
MA	Malden	Bawi Za Kham	HISSHO Sushi	99 Charles St, Malden MA, 02148-6700	781-397-0006
MA	Mansfield	Adrian Kyawswa Soe	SUSHI WITH GUSTO	280 School Street, Mansfield MA, 2048	508-413-5000
MA	Mansfield	Van Hmung Lian	HISSHO Sushi	377 Chauncy St, Mansfield MA, 02048-1169	508-337-9450
MA	Marstons Mills	Ichiban Sushi Inc	HISSHO Sushi	3900 Falmouth Rd, Marstons Mills MA, 02648-	508-428-1278
MA	Mashpee	Ichiban Sushi Inc	HISSHO Sushi	10 Bates Rd, Mashpee MA, 02649-3284	508-539-1800

MA	Medford	Sushi Nepal LLC		760 Fellsway, Medford MA, 02155-4926	781-391-5869
MA	Milford	Win Myint		126 Medway Road, Milford MA, 1757	508-478-8941
MA	Nantucket	Vincent Li		31 Sparks Ave, Nantucket MA, 02554-3951	508-228-2178
MA	Nantucket	Vincent Li		9 Salem St, Nantucket MA, 02554-3835	508-825-8833
MA	Natick	Lin Naing Oo		829 Worcester St, Natick MA, 01760-2076	508-650-4050
MA	Northampton	TREASURE WIN LLC		228 King St, Northampton MA, 01060-2364	413-584-9200
MA	Norwell	Hlaing Min Htut		468 Washington St, Norwell MA, 02061-2006	781-982-9876
MA	Norwood	TT and Aung Fresh Sushi, LLC		1415 Providence Hwy, Norwood MA, 2062	781-255-1141
MA	Orleans	Ngun Za Tlem	HISSHO Sushi	24 MA-6A, Orleans MA,	508-255-5288
MA	Plymouth	Wine Nyi Nyi Zaw	HISSHO Sushi	127 Samoset St, Plymouth MA, 02360-4801	508-746-1444
MA	Provincetown	Favor, LLC	HISSHO Sushi	56 Shank Painter Rd, Provincetown MA, 02657- 1342	508-487-4903
MA	Quincy	Aung Brothers Inc	HISSHO Sushi	65 Newport Ave, Quincy MA, 02171-2643	617-328-4477
MA	Quincy	Hlaing Min Htut	HISSHO Sushi	495 Southern Artery, Quincy MA, 2169	617-773-4510
MA	Revere	Bawi Za Kham	HISSHO Sushi	40 Furlong Dr, Revere MA, 02151-4006	781-284-0717
MA	Sandwich	Ho Sushi LLC	HISSHO Sushi	65 MA-6A, Sandwich MA, 2563	508-833-1302
MA	Seekonk	Win Naing		125 Highland Ave, Seekonk MA, 02771-5819	508-336-2550
MA	Somerset	Win Naing	HISSHO Sushi	815 Grand Army of the Republic Hwy, Somerset MA, 2725	508-679-1373
MA	Somerville	Khin Myo Thu	HISSHO Sushi	779 McGrath Hwy, Somerville MA, 02145-	617-666-1024
MA	South Dennis	HEHOO INC.	HISSHO Sushi	485 Route 134 Sushi Bar, South Dennis MA, 02660- 3431	508-394-2244
MA	South Dennis	Ichiban Sushi Inc	HISSHO Sushi	516 MA-134 #1 7th Floor, South Dennis MA, 2660	508-394-4535
MA	Springfield	Bawi Za Kham		280 Chestnut, Springfield MA, 01199-0001	202-473-1364
MA	Springfield	Bawi Za Kham	HISSHO Sushi	3300 Main St, Springfield MA, 01199-1002	202-473-1364

MA	Springfield	Bawi Za Kham	HISSHO Sushi	759 Chestnut St, Springfield MA, 01199-1001	202-473-1364
MA	Springfield	Bawi Za Kham	HISSHO Sushi	759 Chestnut St, Springfield MA, 01199-1001	413-794-4267
MA	Springfield	Bawi Za Kham	HISSHO Sushi	759 Chestnut St, Springfield MA, 01199-1001	202-473-1364
MA	Stoneham	Sushi Nepal LLC	HISSHO Sushi	259 Main street, Stoneham MA, 2180	781-438-3737
MA	Stoughton	TT and Aung Fresh Sushi, LLC	HISSHO Sushi	278 Washington Street, Stoughton MA, 2072	781-341-1797
MA	Waltham	CHOTAR SUSHI LLC	HISSHO Sushi	175 Forest St Sushi Bar, Waltham MA, 02452-4713	781-891-2000
MA	Watertown	Lin Naing Oo	HISSHO Sushi	171 Watertown St, Watertown MA, 02472-	617-969-6410
MA	Wayland	Lin Naing Oo	HISSHO Sushi	400 Boston Post Rd, Wayland MA, 01778-1824	508-358-0740
MA	Winchester	Rex Tin Chen	HISSHO Sushi	695 Main St, Winchester MA, 01890-1902	781-721-1028
MD	Abingdon	Lal Hmun Thu	HISSHO Sushi	3299 Emmorton Rd, Abingdon MD, 21009-2013	410-420-3160
MD	Annapolis	Bawitha Sushi LLC	HISSHO Sushi	2323 Forest Dr, Annapolis MD, 21401-3833	410-266-9316
MD	Annapolis	Cing No	HISSHO Sushi	948 Bay Ridge Rd, Annapolis MD, 21403-3958	410-267-0228
MD	Annapolis	Sealeaf LLC	SUSHI WITH GUSTO	2504 Solomons Island Road, Annapolis MD,	410-573-9700
MD	Aspen Hill	Senhripar LLC	HISSHO Sushi	13781 Connecticut Ave, Aspen Hill MD, 20906-	301-460-7527
MD	Baltimore	ARIES S Corporation	HISSHO Sushi	857 East Fort Avenue, Baltimore MD, 21230	410-244-7134
MD	Baltimore	Best Rolling Green, LLC	HISSHO Sushi	601 E 33rd St, Baltimore MD, 21218	410-649-4180
MD	Baltimore	Goon Aung Sumlut	SUSHI WITH GUSTO	2510 Quarry Lake Drive, Baltimore MD, 21209	410-580-1930
MD	Baltimore	Jaseng Mai	HISSHO Sushi	1800 Orleans St, Baltimore MD, 21287	#N/A
MD	Baltimore	Jaseng Mai	ŌUMI sushi	3800 Boston St Sushi Bar, Baltimore MD, 21224	443-836-5882
MD	Baltimore	Tha Thawng Lian	HISSHO Sushi	4940 Eastern Ave, Baltimore MD, 21224	#N/A
MD	Baltimore	UG Thang Sushi LLC	HISSHO Sushi	4622 Wilkens Ave, Baltimore MD, 21229-4842	410-242-4669
MD	Baltimore	Zaw Min Aung	HISSHO Sushi	1020 W 41st St, Baltimore MD, 21211-1666	410-554-3730
MD	Baltimore	Zaw Min Aung	HISSHO Sushi	6340 York Rd # 50, Baltimore MD, 21212-2361	410-377-2673

MD	Bel Air	Khai Bil Sushi LLC	SUSHI WITH GUSTO	2126 North Fountain Green Road, Bel Air MD, 21014	#N/A
MD	Bel Air	Khai Bil Sushi LLC	ŌUMI sushi	680 Marketplace Dr Sushi Bar, Bel Air MD, 21014-	443-567-7788
MD	Bel Air	Lal Hmun Thu	HISSHO Sushi	1401 Rock Spring Rd, Bel Air MD, 21014-1920	410-420-2960
MD	Berlin	LBT Freshly Roll LLC	HISSHO Sushi	10138 Old Ocean City Blvd, Berlin MD, 21811	410-629-1576
MD	Berlin	LBT Freshly Roll LLC	HISSHO Sushi	11007 Manklin Creed Rd., Berlin MD, 21811	410-208-1256
MD	Bethesda	Burmese 101 LLC	HISSHO Sushi	8600 Old Georgetown rd, Bethesda MD, 20814	#N/A
MD	Bethesda	Myint Oo	HISSHO Sushi	5310 Zenith Overlook, Bethesda MD, 20816	301-652-1484
MD	Bethesda	Yuzana, LLC	HISSHO Sushi	7142 Arlington Rd, Bethesda MD, 20814-2915	301-492-5160
MD	Bethesda	Za Lian Hmung	HISSHO Sushi	10400 Old Georgetown Rd, Bethesda MD, 20814-1914	301-897-9139
MD	Bowie	Hmung Fresh Roll, LLC	HISSHO Sushi	15520 Annapolis Rd, Bowie MD, 20715-3002	301-809-3150
MD	Burtonsville	Niang Hau Cing	HISSHO Sushi	15618 Columbia Pike, Burtonsville MD, 20866	301-476-7181
MD	Burtonsville	Shane Kyaw Food LLC	ŌUMI sushi	15793 Old Columbia Pike, Burtonsville MD, 20866-	240-883-9223
MD	California	Dwight Sanfood Inc	HISSHO Sushi	45101 First Colony Way, California MD, 20619-2416	240-725-5198
MD	Catonsville	Joseph Keikap	HISSHO Sushi	6223 Baltimore National Pike, Catonsville MD,	410-788-8023
MD	Charlotte Hall	Lian LLC	HISSHO Sushi	30290 Mt. Wolf Rd., Charlotte Hall MD, 20622	301-884-6100
MD	Clarksville	Tha Hlei Sung	HISSHO Sushi	6050 Daybreak Cir, Clarksville MD, 21029-	410-531-7831
MD	Columbia	SENGDIN HMU LLC	HISSHO Sushi	5755 Cedar Ln, Columbia MD, 21044	#N/A
MD	Columbia	Tha Hlei Sung	HISSHO Sushi	6480 Freetown Rd, Columbia MD, 21044-4050	410-531-3752
MD	Columbia	Tha Hlei Sung	HISSHO Sushi	7200 Cradlerock Way, Columbia MD, 21045-5067	410-995-6893
MD	Columbia	Za Lian Hmung	HISSHO Sushi	8805 Centre Park Dr, Columbia MD, 21045-2117	443-364-5180
MD	Crofton	Tongbung Family LLC	HISSHO Sushi	1649 Crofton Center, Crofton MD, 21114	410-721-6623
MD	Cumberland	Joseph Thang Family LLC	HISSHO Sushi	739 Park St Sushi Bar, Cumberland MD, 21501	717-240-7629

MD	Dunkirk	Dawt Hmung	HISSHO Sushi	10790 Town Center Blvd, Dunkirk MD, 20754-2736	410-286-2900
MD	Edgewater	Bawitha Sushi LLC	HISSHO Sushi	13 Lee Airpark Dr, Edgewater MD, 21037-	410-956-7472
MD	Eldersburg	Peter Tha Food LLC	HISSHO Sushi	1320 Londontown Blvd Sushi Bar, Eldersburg MD, 21784-6409	410-552-5107
MD	Elkridge	Mang Biak Luai	HISSHO Sushi	7280 Montgomery Rd, Elkridge MD, 21075	410-783-7777 x 1293
MD	Elkridge	Zaw Min Aung	HISSHO Sushi	6020 Marshalee Dr, Elkridge MD, 21075-5935	410-379-6405
MD	Ellicott City	Kung Family LLC	ŌUMI sushi	9150 Baltimore National Pike Sushi BarSte1, Ellicott City MD, 21042-2614	410-696-3160
MD	Ellicott City	Lumi Thu LLC	HISSHO Sushi	9200 Baltimore National Pike, Ellicott City MD,	410-461-3120
MD	Ellicott City	Tha Tang	HISSHO Sushi	4715 Dorsey Hall Dr, Ellicott City MD, 21042-	410-995-0557
MD	Essex	Nawmi Zinghlawng	HISSHO Sushi	1565 Hyde Park Rd, Essex MD, 21221	410-918-0171
MD	Fort Washington	Tlaisi LLC	HISSHO Sushi	9580 Livingston Rd, Fort Washington MD, 20744	301-248-0167
MD	Frederick	SUMT LLC	HISSHO Sushi	3530 Sugarloaf Pkwy, Frederick MD, 21704-7909	301-874-1200
MD	Frederick	SUMT LLC	HISSHO Sushi	5316 New Design Rd, Frederick MD, 21703-7102	301-698-9411
MD	Frederick	TENZINSIYA LLC	HISSHO Sushi	1700 Kingfisher Dr, Frederick MD, 21701-4775	301-815-2200
MD	Frederick	Thawng Lian Thang	HISSHO Sushi	2060 Yellow Springs Rd., Frederick MD, 21702	301-846-4623
MD	Frostburg	Hmangaih Sangi	SUSHI WITH GUSTO	101 Braddock Rd., Frostburg MD, 21532	301-687-3216
MD	Gaithersburg	Spring Dream LLC	HISSHO Sushi	229 Kentlands Blvd, Gaithersburg MD, 20878	301-208-8203
MD	Gambrills	abby thang food LLC	SUSHI WITH GUSTO	1153 State Route 3 North, Suite 100, Gambrills MD, 21054	410-834-7076
MD	Glen Burnie	ARIES S Corporation	HISSHO Sushi	7940 Crain Hwy S, Glen Burnie MD, 21061-4932	410-969-7590
MD	Glen Burnie	Tluang Mang	HISSHO Sushi	6636 Ritchie Hwy, Glen Burnie MD, 21061-2317	410-487-0100
MD	Glen Burnie	Van Duh Food LLC	HISSHO Sushi	301 Hospital Drive, Glen Burnie MD, 21061	#N/A

MD	Glen Burnie	Van Duh Foods LLC	HISSHO Sushi	301 Hospital Dr, Glen Burnie MD, 21061	#N/A
MD	Hagerstown	GREEN APPLE MAW Limited Liability	HISSHO Sushi	1729 Dual Hwy Sushi Bar, Hagerstown MD, 21740-	301-745-4901
MD	Hagerstown	Lin's Sushi LLC	HISSHO Sushi	1650 C Wesel Blvd Sushi Bar, Hagerstown MD,	301-790-0143
MD	Hagerstown	Van Ceu Lian	HISSHO Sushi	18726 North Pointe Dr Sushi Bar, Hagerstown MD, 21742-2418	240-420-8545
MD	Largo	Taang Pi LLC	HISSHO Sushi	10480 Campus Way S, Largo MD, 20774	301-336-9402
MD	Largo	Van Duh Food LLC	HISSHO Sushi	901 Harry S Truman Dr, Largo MD, 20774	#N/A
MD	Lavale	Joseph Thang Family LLC	HISSHO Sushi	12101 Winchester Rd Sushi Bar, Lavale MD, 21502	717-240-7629
MD	Leonardtown	Lian LLC	HISSHO Sushi	40955 Merchant Lane, Leonardtown MD, 20650	301-475-9104
MD	Lusby	Dwight Sanfood Inc	HISSHO Sushi	11740 Rousby Hall Rd, Lusby MD, 20657-2606	410-394-2160
MD	Lutherville Timonium	Nancy Huai LLC	HISSHO Sushi	2145 York Rd, Lutherville Timonium MD, 21093-3110	410-308-3868
MD	Marlowe Heights	Tlaisi LLC	HISSHO Sushi	4119 Branch Ave, Marlowe Heights MD, 20748	301-630-7724
MD	Middle River	Nawmi Zinghlawng	HISSHO Sushi	1413 Fuselage Avenue, Middle River MD, 21220	410-391-9316
MD	Mount Airy	Par Food LLC	HISSHO Sushi	1312 S. Main St Suite 4, Mount Airy MD, 21771	301-829-5966
MD	New Market	Thawng Lian Thang	HISSHO Sushi	11800 Old National Pike, New Market MD, 21774	301-865-6950
MD	Odenton	ARIES S Corporation	HISSHO Sushi	8741 Piney Orchard Pkwy, Odenton MD, 21113	410-695-0852
MD	Odenton	Monasui LLC	HISSHO Sushi	1155 Annapolis Rd, Odenton MD, 21113-1633	410-305-2370
MD	Olney	Senhripar LLC	HISSHO Sushi	18140 Village Mart Dr, Olney MD, 20832-1413	301-570-1665
MD	Owings Mills	SARAH LING FOODS LLC	HISSHO Sushi	10210 Mill Run Cir, Owings Mills MD, 21117	410-413-2961
MD	Parkville	Kung Family LLC	HISSHO Sushi	1955 East Joppa Road, Parkville MD, 21234	410-882-0993
MD	Parkville	Zaw Min Aung	HISSHO Sushi	7709 Harford Rd, Parkville MD, 21234-6403	410-665-3462
MD	Pasadena	Khualui LLC	HISSHO Sushi	4315 Mountain Rd, Pasadena MD, 21122-4560	410-439-2103

MD	Pasadena	Padang, LLC	HISSHO Sushi	8095 Edwin Raynor Blvd, Pasadena MD, 21122-6829	410-783-7777 x 1293
MD	Pasadena	Van Lalau Uk	ŌUMI sushi	8048 Ritchie HWY STE 6B Sushi BarSuite 111, Pasadena MD, 21122-1085	443-960-8484
MD	Pikesville	Biak Ceu	HISSHO Sushi	3757 Old Court Rd, Pikesville MD, 21208-3902	410-602-7660
MD	Potomac	San Tsawm LLC	HISSHO Sushi	9812 Falls Rd, Potomac MD, 20854-3976	301-983-4246
MD	Potomac	Za Lian Hmung	HISSHO Sushi	7919 Tuckerman Ln, Potomac MD, 20854-3243	301-469-9549
MD	Prince Frederick	Cing No	HISSHO Sushi	655 Solomon's Island Rd North, Prince Frederick MD, 20678	410-535-5641
MD	Reisterstown	La Nan	HISSHO Sushi	11604 Reisterstown Rd, Reisterstown MD, 21136- 3702	410-526-1660
MD	Rising Sun	Tin Oo Aung	HISSHO Sushi	24 Rising Sun Town Ctr Sushi Bar, Rising Sun MD,	717-240-7629
MD	Rockville	LHA SUSHI LLC	SUSHI WITH GUSTO	1649 Rockville Pike, Rockville MD, 20852	240-221-0780
MD	Rockville	LHA SUSHI LLC	HISSHO Sushi	9719 Traville Gateway Dr, Rockville MD, 20850	301-315-1460
MD	Rockville	Mang Biak Luai	HISSHO Sushi	12051 Rockville Pike Lbby, Rockville MD, 20852-5641	301-881-4541
MD	Rockville	Mang Biak Luai	HISSHO Sushi	625 Hungerford Dr, Rockville MD, 20850-1721	240-314-5160
MD	Severna Park	Khualui LLC	HISSHO Sushi	573 Governor Ritchie Hwy, Severna Park MD, 21146- 2923	410-544-4619
MD	Silver Spring	Cung LLC	HISSHO Sushi	1280 E West Hwy, Silver Spring MD, 20910-3242	301-585-1670
MD	Silver Spring	LHA SUSHI LLC	HISSHO Sushi	3860 International Dr, Silver Spring MD, 20906-	301-598-4666
MD	Silver Spring	Ni Lian Lian Al	HISSHO Sushi	11221 New Hampshire Ave, Silver Spring MD, 20904	301-593-1225
MD	Silver Springs	Cin Kap Kham	HISSHO Sushi	12028 Cherry Hill Rd., Silver Springs MD, 20904	301-572-6442
MD	Smithsburg	GREEN APPLE MAW Limited Liability	HISSHO Sushi	22401 Jefferson Blvd Sushi Bar, Smithsburg MD, 21783	717-240-7629
MD	Stevensville	Vansim Sushi, LLC	HISSHO Sushi	300 Thompson Creek Mall D, Stevensville MD, 21666	410-643-9687
MD	Towson	La Nan	HISSHO Sushi	8100 Loch Raven Blvd, Towson MD, 21286	410-828-0006
MD	Towson	Lal Puia	ŌUMI sushi	803 Goucher Blvd Sushi Bar, Towson MD, 21286-	410-842-6010

MD	Towson	Lwin Zaw	HISSHO Sushi	6701 N Charles St Sushi Bar, Towson MD, 21204-	443-849-6238
MD	Towson	Mang Kim LLC	SUSHI WITH GUSTO	838 Dulaney Valley Road, Towson MD, 21204	410-494-4930
MD	Westminster	Joseph Keikap	ŌUMI sushi	255 Baltimore Blvd Ste 4, Westminster MD, 21157	443-452-6734
MD	Westminster	LBT Freshly Roll LLC	HISSHO Sushi	405 N Center St, Westminster MD, 21157	410-857-3579
MD	Wheaton	Hmung Fresh Roll, LLC	HISSHO Sushi	2900 University Blvd W, Wheaton MD, 20902-1971	301-692-4180
MD	Woodbine	Par Food LLC	HISSHO Sushi	705 Lisbon Center Drive, Woodbine MD, 21797	410-489-6255
ME	Orono	Maung Maung OO	HISSHO Sushi	5748 Memorial Union Marketplace, Orono ME,	#N/A
MI	Adrian	Robert Sang	HISSHO Sushi	217 E US Highway 223 Sushi Bar, Adrian MI,	517-265-7820
MI	Alma	Zing Hlei Cuai	HISSHO Sushi	2805 W Cheesman Rd Sushi Bar, Alma MI, 48801-	989-576-6068
MI	Alpena	Mawi Sushi LLC	HISSHO Sushi	1251 M 32 West Sushi Bar, Alpena MI, 49707	989-884-6100
MI	Ann Arbor	Eagle Brother Inc	HISSHO Sushi	5465 Jackson Rd, Ann Arbor MI, 48103	734-222-0368
MI	Ann Arbor	ELIA ZI LLC	HISSHO Sushi	3145 ANN ARBOR- SALINE ROAD, Ann	734-769-7800
MI	Ann Arbor	ELIA ZI LLC	HISSHO Sushi	3145 Saline Rd Sushi Bar, Ann Arbor MI, 48103	734-997-3968
MI	Auburn Hills	Van Duh Hnem	HISSHO Sushi	800 Brown Rd Sushi Bar, Auburn Hills MI, 48326-	248-393-5100
MI	Bad Axe	CHAN OF BAD AXE LLC	HISSHO Sushi	100 Pigeon Rd Sushi Bar, Bad Axe MI, 48413-8169	989-623-1400
MI	Bay City	CBTHAWNG FAMILY LLC	HISSHO Sushi	2980 E Wilder Rd Sushi Bar, Bay City MI, 48706	989-686-7722
MI	Bay City	CBTHAWNG FAMILY LLC	HISSHO Sushi	595 N. Pine Rd Sushi Bar, Bay City MI, 48708	989-891-1500
MI	Belleville	UNITED SUSHI LLC.	HISSHO Sushi	9701 Belleville Rd, Belleville MI, 48111-1305	734-697-1500
MI	Benton Harbor	Lovely Family Sushi LLC	HISSHO Sushi	1920 Pipestone Rd Sushi Bar, Benton Harbor MI, 49022-2315	269-926-7204
MI	Big Rapids	Lal Siam Mawi	HISSHO Sushi	15400 Waldron Way Sushi Bar, Big Rapids MI, 49307- 8890	231-527-0200
MI	Birch Run	Sang Family Sushi LLC	HISSHO Sushi	9515 Birch Run Rd Sushi Bar, Birch Run MI, 48415-	231-876-2800

MI	Brighton	M & S FAMILY SUSHI LLC	HISSHO Sushi	8650 W Grand River Ave Sushi Bar, Brighton MI, 48116-2399	810-227-3404
MI	Burton	Khaing Tan	HISSHO Sushi	2333 S Center Rd, Burton MI, 48519-1147	810-744-4000
MI	Cadillac	Van Dawt Thang	HISSHO Sushi	8605 E 34 Rd Sushi Bar, Cadillac MI, 49601-8280	231-876-2800
MI	Caledonia	Matu LLC	HISSHO Sushi	1801 Marketplace Dr SE Sushi Bar, Caledonia MI, 49316-8506	616-656-6168
MI	Caledonia	Matu LLC	HISSHO Sushi	6700 Broadmoor Ave SE Sushi Bar, Caledonia MI, 49316	616-656-6196
MI	Canton	HBS SUSHI LLC	HISSHO Sushi	45001 Ford Rd, Canton MI, 48187-2907	734-844-2706
MI	Cedar Springs	Tial Khen Thluai	HISSHO Sushi	3650 17 Mile Road NE, Cedar Springs MI, 49319	616-696-4600
MI	Cedar Springs	Tial Khen Thluai	HISSHO Sushi	3700 17 Mile Rd NE Sushi Bar, Cedar Springs MI, 49319-7974	616-696-4600
MI	Charlotte	Vel Foods LLC	HISSHO Sushi	1167 E Clinton Tail, Charlotte MI, 48813	517-541-9200
MI	Chesterfield	ELADI LLC	HISSHO Sushi	27255 23 Mile Rd, Chesterfield MI, 48051-	586-598-0600
MI	Clinton Twp	Nantu Barua	HISSHO Sushi	40445 S Groesbeck Hwy Sushi Bar, Clinton Twp MI,	586-239-7000
MI	Coldwater	Naw Mi	HISSHO Sushi	620 E Chicago Road, Coldwater MI, 49036	517-279-3300
MI	Commerce Township	A Ngun Sushi LLC	HISSHO Sushi	1703 Haggerty Hwy Sushi Bar, Commerce Township MI, 48390-2833	248-280-5068
MI	Corunna	Moses Thawng	HISSHO Sushi	2591 E M-21, Corunna MI, 48817	989-743-3200
MI	Detroit	HBS SUSHI LLC	HISSHO Sushi	21431 Grand River Ave., Detroit MI, 48219	313-778-7700
MI	Detroit	Ye Lin Tun	HISSHO Sushi	1301 8 Mile Rd, Detroit MI, 48203	313-369-5200
MI	Detroit	ZING SUSHI LLC		Bar, Detroit MI, 48207	(313) 259-6200
MI	Detroit	ZING SUSHI LLC		4646 John R Street, Detroit MI, 48201	313-576-3772
MI	Dewitt	Thang Family Sushi LLC	HISSHO Sushi	12821 Cross Over Dr Sushi Bar, Dewitt MI, 48820-7993	517-669-4600
MI	East Lansing	MYATMAHAR LLC	HISSHO Sushi	1350 W Lake Lansing Rd Sushi Bar, East Lansing MI, 48823-1314	517-333-3063

MI	East Lansing	Zau Galau	HISSHO Sushi	7157 E Saginaw St Sushi	517-885-9000
				Bar, East Lansing MI,	
MI	Escanaba	Matu Thang LLC	HISSHO Sushi	505 N 26TH St Sushi Bar, Escanaba MI, 49829-1422	906-233-1100
MI	Flint	ZINGTIN SENSATIONS LLC	HISSHO Sushi	2474 W Hill Rd, Flint MI, 48507	810-235-2700
MI	Fort Gratiot	Win Thein Maung Kyaut	HISSHO Sushi	4775 24th Ave Sushi Bar, Fort Gratiot MI, 48059-	810-385-2100
MI	Fremont	Naw Bawk Kareng	HISSHO Sushi	4665 S Green Ave Sushi Bar, Fremont MI, 49412-	231-538-2728
MI	Gaylord	Tluang Cung Hnin Thang	HISSHO Sushi	250 Meijer Dr Sushi Bar, Gaylord MI, 49735-7241	989-731-9600
MI	Grand Ledge	Pau Sian Khual	HISSHO Sushi	730 E Saginaw Hwy Sushi Bar, Grand Ledge MI, 48837-8411	517-669-4600
MI	Grand Rapids	La Nan Dure	HISSHO Sushi	405 Seward Ave NW Sushi Bar, Grand Rapids MI, 49504-5556	616-649-9000
MI	Grand Rapids	Lal Siam Mawi	HISSHO Sushi	3757 Plainfield Ave NE Sushi Bar, Grand Rapids MI, 49525-2403	616-365-1400
MI	Grand Rapids	Rual Lian Sang	HISSHO Sushi	1997 E Beltline Ave NE Sushi Bar, Grand Rapids MI, 49525-4545	616-447-1568
MI	Grand Rapids	Rual Lian Sang	HISSHO Sushi	1999 E Beltline Ave Ne Sushi Bar, Grand Rapids MI, 49525-4545	616-447-1568
MI	Grand Rapids	Rual Lian Sang	HISSHO Sushi	2350 3 Mile Rd NW, Grand Rapids MI, 49544-1305	616-735-7147
MI	Grand Rapids	Rual Lian Sang		2350 3 Mile Rd NW, Grand Rapids MI, 49544-1305	616-735-7147
MI	Grand Rapids	Rual Lian Sang	HISSHO Sushi	2988 Walker Ave NW Sushi Bar, Grand rapids MI, 49544-9424	616-735-5070
MI	Grand Rapids	Shwe Myanmar LLC	HISSHO Sushi	1540 28th St SE, Grand Rapids MI, 49508-1412	616-452-9651
MI	Grand Rapids	Shwe Myanmar LLC	HISSHO Sushi	5531 28th St SE Sushi Bar, Grand rapids MI, 49512-	616-954-6068
MI	Grand Rapids	Shwe Myanmar LLC	HISSHO Sushi	5531 28th St SE Sushi Bar, Grand rapids MI, 49512-	616-954-6068
MI	Grand Rapids	Thawng Tin-Lal Lian	HISSHO Sushi	2425 Alpine Ave NW Sushi Bar, Grand Rapids MI, 49544-1956	616-365-6068
MI	Grand Rapids	ZUA SIAM LLC	HISSHO Sushi	315 Wilson Ave NW, Grand Rapids MI, 49534-	616-735-2168

MI	Grandville	Shwe Myanmar LLC	HISSHO Sushi	3434 Century Center St SW Sushi Bar, Grandville MI, 49418-3101	616-724-2868
MI	Greenville	DANGPI LLC	HISSHO Sushi	606 S Greenville West Dr Sushi Bar, Greenville MI, 48838-3513	231-733-2535
MI	Hartland	Sarah Tial Cia	HISSHO Sushi	2160 Hartland Rd Sushi Bar, Hartland MI, 48353-	810-632-4200
MI	Holland	DANGPI LLC	HISSHO Sushi	3320 W Shore Dr Sushi Bar, Holland MI, 49424-	616-994-1100
MI	Howell	M & S FAMILY SUSHI LLC	HISSHO Sushi	3883 E Grand River Ave, Howell MI, 48843-8564	517-552-6600
MI	Hudsonville	Thang Lian Cin	HISSHO Sushi	4005 32nd Ave, Hudsonville MI, 49426	616-229-9400
MI	Hudsonville	Thang Lian Cin	HISSHO Sushi	4075 32nd Ave, Hudsonville MI, 49426-	616-229-9400
MI	Ionia	JL Sushi, LLC	HISSHO Sushi	2770 S State Rd, Ionia MI, 48846-8472	616-527-9200
MI	Jackson	Ceu Hu Kham	HISSHO Sushi	2777 Airport Rd Sushi Bar, Jackson MI, 49202-1239	616-365-6068
MI	Jackson	Ceu Hu Kham	HISSHO Sushi	3333 E Michigan Ave Sushi Bar, Jackson MI, 49202-	517-787-8722
MI	Jackson	Ceu Hu Kham	HISSHO Sushi	3333 E Michigan Ave, Jackson MI, 49201	517-787-8722
MI	Jenison	Yangon Sushi Bar LLC	HISSHO Sushi	550 Baldwin St, Jenison MI, 49428-9753	616-457-5600
MI	Kalamazoo	Hlei Kip Par	HISSHO Sushi	5800 Gull Rd Sushi Bar, Kalamazoo MI, 49048-1021	269-337-2958
MI	Kalamazoo	Pyae Kyaw Enterprise L.L.C.	HISSHO Sushi	6660 W Main St Sushi Bar, Kalamazoo MI, 49009-3962	269-372-9168
MI	Lansing	Everest Moe LLC	HISSHO Sushi	6200 S Pennsylvania Ave Sushi Bar, Lansing MI, 48911-5719	517-394-9568
MI	Lansing	MYATMAHAR LLC	HISSHO Sushi	5125 W Saginaw Hwy Sushi Bar, Lansing MI,	517-886-8168
MI	Lansing	Naw Mi	HISSHO Sushi	600 E Michigan Ave Sushi Bar, Lansing MI, 48912	517-333-3000
MI	Lenox	ELADI LLC	HISSHO Sushi	36865 26 Mile Rd Sushi Bar, Lenox MI, 48048-3163	586-716-5800
MI	Lincoln Park	Aung Kyaw Tun	HISSHO Sushi	3710 Dix Hwy Sushi Bar, Lincoln Park MI, 48146	313-294-1700
MI	Livonia	HBS SUSHI LLC	HISSHO Sushi	13000 Middlebelt Rd, Livonia MI, 48150	734-367-0000
MI	Lowell	JL Sushi, LLC	HISSHO Sushi	11853 Fulton St E, Lowell MI, 49331-8612	616-897-4700

MI	Ludington	David Lian	HISSHO Sushi	3900 W US Highway 10 Sushi Bar, Ludington MI, 49431-7612	231-845-3700
MI	Madison Heights	Aung Moe	HISSHO Sushi	1005 E 13 Mile Rd Sushi Bar, Madison Heights MI, 48071-1533	248-307-4968
MI	Manistee	PThang LLC	HISSHO Sushi	15 Caberfae Hwy Sushi Bar, Manistee MI, 49660-1109	231-887-5200
MI	Marquette	BETEL NUT, LLC	HISSHO Sushi	3630 US-41 West, Marquette MI, 49855	517-555-1212
MI	Marysville	Maung Than Aung	HISSHO Sushi	205 S Range Rd Sushi Bar, Marysville MI, 48040-2605	810-388-9600
MI	Mason	Ni Tha Chin	HISSHO Sushi	550 Hull Rd Sushi Bar, Mason MI, 48854-9270	517-244-1900
MI	Midland	Shwe Kyi LLC	HISSHO Sushi	7300 Eastman Ave Sushi Bar, Midland MI, 48642-	989-839-5900
MI	Monroe	Maung Than	HISSHO Sushi	1700 N Telegraph Rd Sushi Bar, Monroe MI, 48162-	734-457-1900
MI	Mount Pleasant	Sein Htun Maung	HISSHO Sushi	1015 E Pickard St Sushi Bar, Mount Pleasant MI, 48858-1062	989-775-2129
MI	Muskegon	Biak Tin Rem	HISSHO Sushi	1800 Holton Rd Sushi Bar, Muskegon MI, 49445-1532	231-744-7610
MI	Muskegon	Biak Tin Rem	HISSHO Sushi	650 W. Norton Avenue, MUSKEGON MI, 49441	231-739-9381
MI	Muskegon	Biak Tin Rem	HISSHO Sushi	700 W Norton Ave Sushi Bar, Muskegon MI, 49441-	231-733-2535
MI	Muskegon	Paul Run Cung	HISSHO Sushi	5300 Harvey St Sushi Bar, Muskegon MI, 49444-6716	231-799-6929
MI	Muskegon	Paul Run Cung	HISSHO Sushi	5326 Harvey St Sushi Bar, Muskegon MI, 49444	231-799-6900
MI	Northville	Myint Thandar	HISSHO Sushi	20401 Haggerty Rd Sushi Bar, Northville MI, 48167-	248-449-5768
MI	Okemos	Everest Moe LLC	HISSHO Sushi	2055 W Grand River Ave Sushi Bar, Okemos MI, 48864-1706	517-347-9168
MI	Oxford	Bawi Uk Thang	HISSHO Sushi	900 N Lapeer Rd, Oxford MI, 48371-6747	248-236-8000
MI	Petoskey	CUNG TIN MANG LLC	HISSHO Sushi	1201 Lears Rd Sushi Bar, Petoskey MI, 49770-9252	231-348-6100
MI	Plainwell	The Tiny Branch Brand L.L.C.	HISSHO Sushi	1195 M-89 Sushi Bar, Plainwell MI, 49080	269-685-3800
MI	Portage	Pyae Kyaw Enterprise L.L.C.	HISSHO Sushi	8850 Shaver Rd Sushi Bar, Portage MI, 49024-6155	269-321-4368
MI	Portage	Victoria Food, LLC	HISSHO Sushi	5121 S Westnedge Ave Sushi Bar, Portage MI,	269-337-2168

MI	Rochester Hills	Cherput LLC	HISSHO Sushi	3175 N Rochester Rd Sushi Bar, Rochester Hills MI, 48306	248-844-5068
MI	Rockford	Sarah Sui Sushi LLC	HISSHO Sushi	2799 10 Mile Rd NE, Rockford MI, 49341-9100	616-863-3400
MI	Rockford	Sarah Sui Sushi LLC	HISSHO Sushi	2799 10 Mile Rd NE, Rockford MI, 49341-9100	616-863-3400
MI	Rockford	Sarah Sui Sushi LLC	HISSHO Sushi	2799 10 Mile Rd NE, Rockford MI, 49341-9100	616-863-3400
MI	Royal Oak	Cox's LLC	HISSHO Sushi	30955 Woodward Ave Sushi BarSuite 305, Royal Oak MI, 48073-0800	248-955-1041
MI	Royal Oak	Cox's LLC	HISSHO Sushi	5150 Coolidge Hwy Sushi Bar, Royal Oak MI, 48073- 1001	248-280-1800
MI	Saginaw	Lametna Sushi LLC	HISSHO Sushi	8400 Gratiot Rd Sushi Bar, Saginaw MI, 48609-4804	989-781-4644
MI	Sault Sainte Marie	Bawi Uk Thang	HISSHO Sushi	1138 W 3 Mile Rd Sushi Bar, Sault Sainte Marie MI, 49783-9132	906-253-2800
MI	South Haven	Cinzah Family LLC	HISSHO Sushi	1223 Phoenix Street, South Haven MI, 49090	269-639-3500
MI	Southfield	Sangs Family Tree LLC	HISSHO Sushi	28800 Telegraph Rd Sushi Bar, Southfield MI, 48034- 1950	248-304-9500
MI	Southgate	Bawi & Khamh LLC	HISSHO Sushi	16300 Fort St Sushi Bar, Southgate MI, 48195-1421	734-284-5300
MI	St. Clair	Soe Lin Aung	SUSHI WITH GUSTO	1167 Carney Dr, St. Clair MI, 48079	336-601-5676
MI	Stevensville	Lovely Family Sushi LLC	HISSHO Sushi	5019 Red Arrow Hwy Sushi Bar, Stevensville MI, 49127- 1013	
MI	Sturgis	BC Bawi	HISSHO Sushi	408 W South St Sushi Bar, Sturgis MI, 49091-2153	269-319-4000
MI	Swartz Creek	Khaing Tan	HISSHO Sushi	4141 Morrish Rd Sushi Bar, Swartz Creek MI, 48473-	810-635-1400
MI	Three Rivers	David Lal Eng Kim	HISSHO Sushi	800 S US Highway 131, Three Rivers MI, 49093	269-279-1200
MI	Traverse City	Tha Lian Bawi	HISSHO Sushi	3955 US 31 Sushi Bar, Traverse City MI, 49686	231-933-1868
MI	Utica	Cherput LLC	HISSHO Sushi	15055 Hall Rd Sushi Bar, Utica MI, 48315-6206	586-556-0400
MI	Warren	Aung Moe	HISSHO Sushi	29505 Mound Rd Sushi Bar, Warren MI, 48092-	586-573-2909
MI	Warren	Ye Lin Tun	HISSHO Sushi	25225 Schoenherr Rd, Warren MI, 48089-1596	586-210-9800

Waterford	Van Duh Hnem	HISSHO Sushi	4200 Highland Rd, Waterford MI, 48328-2137	248-682-7200
West Branch	Richard Nun Uk Sang	HISSHO Sushi	3691 M-55, West Branch MI, 48661	989-787-3040
West Branch	Richard Nun Uk Sang	HISSHO Sushi	3691 M-55, West Branch MI, 48661	989-787-3040
Westland	HNM Family LLC	HISSHO Sushi	37201 Warren Rd Sushi Bar, Westland MI, 48185-	734-728-1800
White Lake	Van Duh Hnem	HISSHO Sushi	6001 Highland Rd, White Lake MI, 48383-4302	248-889-6800
Williamsburg	Bawi Rum Mang Thang	HISSHO Sushi	4900 M 72 E Sushi Bar, Williamsburg MI, 49690	231-534-9800
Wixom	A Ngun Sushi LLC	HISSHO Sushi	49900 Grand River Ave Sushi Bar, Wixom MI,	248-449-8568
Ypsilanti	ELIA ZI LLC	HISSHO Sushi	3825 Carpenter Rd, Ypsilanti MI, 48197-9606	734-677-7168
Apple Valley	Sanna & Noble LLC	HISSHO Sushi	15550 English Avenue, Apple Valley MN, 55124	612-255-5500
Bloomington	Lin Win LLC.	HISSHO Sushi	5159 W 98TH St Sushi Bar, Bloomington MN, 55437- 2040	952-896-0092
Burnsville	YangSchiung LLC	HISSHO Sushi	401 County Road 42 E Sushi Bar, Burnsville MN, 55306-5706	952-892-5600
Chanhassen	Aung Aung Say	HISSHO Sushi	800 W 78TH St Sushi Bar, Chanhassen MN, 55317-	952-474-1298
Eagan	Too Too Lay Sushi Ltd	HISSHO Sushi	1299 Promenade Pl Sushi Bar, Eagan MN, 55121-	651-686-9669
Eden Prairie	Thazin Inc	HISSHO Sushi	970 Prairie Center Dr Sushi Bar, Eden Prairie MN, 55344-7304	952-934-5520
Edina	Buan Sushi LLC	HISSHO Sushi	3945 W 50TH St Sushi Bar, Edina MN, 55424-1203	952-926-6833
Edina	TKB Sushi LLC	HISSHO Sushi	7171 France Ave S Sushi Bar, Edina MN, 55435-	952-831-3601
Golden Valley	Keo-Songkha Inc.	HISSHO Sushi	5725 Duluth St Sushi Bar, Golden Valley MN, 55422- 4011	763-544-8846
Mankato	TKN Sushi LLC	HISSHO Sushi	7 Centennial Student Union, Mankato MN, 56001	#N/A
Mankato	TKN Sushi LLC	HISSHO Sushi	7 Centennial Students Union, Mankato MN, 56001	#N/A
	West Branch West Branch Westland White Lake Williamsburg Wixom Ypsilanti Apple Valley Bloomington Burnsville Chanhassen Eagan Eden Prairie Edina Edina Golden Valley Mankato	West Branch Richard Nun Uk Sang Westland Richard Nun Uk Sang Westland HNM Family LLC White Lake Van Duh Hnem Williamsburg Bawi Rum Mang Thang Wixom A Ngun Sushi LLC Ypsilanti ELIA ZI LLC Apple Valley Sanna & Noble LLC Bloomington Lin Win LLC.  Burnsville YangSchiung LLC  Chanhassen Aung Aung Say Eagan Too Too Lay Sushi Ltd  Eden Prairie Thazin Inc  Edina Buan Sushi LLC  Golden Keo-Songkha Inc.  Mankato TKN Sushi LLC	West Branch Richard Nun Uk Sang HISSHO Sushi West Branch Richard Nun Uk Sang HISSHO Sushi Westland HNM Family LLC HISSHO Sushi White Lake Van Duh Hnem HISSHO Sushi Williamsburg Bawi Rum Mang Thang HISSHO Sushi Wixom A Ngun Sushi LLC HISSHO Sushi Ypsilanti ELIA ZI LLC HISSHO Sushi Bloomington Lin Win LLC. HISSHO Sushi Bloomington Lin Win LLC. HISSHO Sushi  Chanhassen Aung Aung Say HISSHO Sushi Eagan Too Too Lay Sushi Ltd HISSHO Sushi Eden Prairie Thazin Inc HISSHO Sushi Edina Buan Sushi LLC HISSHO Sushi Edina TKB Sushi LLC HISSHO Sushi Golden Keo-Songkha Inc. HISSHO Sushi Mankato TKN Sushi LLC HISSHO Sushi	West Branch West Branch Richard Nun Uk Sang West Branch MI, 48661  West Branch Richard Nun Uk Sang West Branch MI, 48661  West Branch Richard Nun Uk Sang HISSHO Sushi 3691 M-55, West Branch MI, 48661  West Branch Richard Nun Uk Sang HISSHO Sushi Richard Nun Uk Sang West Branch MI, 48661  West Branch Richard Nun Uk Sang HISSHO Sushi Richard Nun Uk Sang Richard Nun Uk Sang HISSHO Sushi Rar, West Branch Richard Nun Uk Sang Richard Nun Uk Sang HISSHO Sushi Rar, Williamsburg MI, 48185- White Lake Williamsburg MI, 49600  Wixom A Ngun Sushi LLC HISSHO Sushi Richard Nun Uk Sang Richard Nun Uk Sang HISSHO Sushi Richard Nun Uk Sang Richard Nun Uk Sushi Richard Nun Uk Sus

MN	Mankato	TKN Sushi LLC	HISSHO Sushi	7 Centennial Students Union, Mankato MN, 56001	#N/A
MN	Maple Grove	May kitchen LLC	HISSHO Sushi	12880 Elm Creek Blvd N Sushi Bar, Maple Grove MN, 55369-7052	763-416-1611
MN	Minneapolis	Khai Family LLC	HISSHO Sushi	1201 Hennepin Ave Sushi Bar, Minneapolis MN,	612-379-5040
MN	Minneapolis	M-sushi LLC	HISSHO Sushi	4725 Cedar Ave S Sushi Bar, Minneapolis MN,	612-729-4000
MN	Minneapolis	Oceanblue LLC	HISSHO Sushi	1450 W Lake St Sushi Bar, Minneapolis MN, 55408-	612-825-2440
MN	Minneapolis	Sushi Luver LLC	HISSHO Sushi	25 University Ave SE Sushi Bar, Minneapolis MN, 55414-1020	612-548-3820
MN	Minneapolis	Win Family Sushi Corp	HISSHO Sushi	1 Veterans Dr, Minneapolis MN, 55417-2309	612-725-2029
MN	Minnetonka	Her Enterprise Inc	HISSHO Sushi	11400 Highway 7 Sushi Bar, Minnetonka MN,	952-935-0198
MN	Minnetonka	Super Sushi Inc	HISSHO Sushi	13081 Ridgedale Dr Sushi Bar, Minnetonka MN, 55305-1840	952-541-1414
MN	Minnetonka	YangSchiung LLC	HISSHO Sushi	14400 Excelsior Blvd Sushi Bar, Minnetonka MN, 55345-5820	952-512-7700
MN	Plymouth	LTA SUSHI LLC	HISSHO Sushi	3455 Vicksburg Ln N Sushi Bar, Plymouth MN, 55447- 1319	763-268-1624
MN	Prior Lake	DV Creations LLC	HISSHO Sushi	16731 Highway 13 S Sushi Bar, Prior Lake MN, 55372- 8501	952-440-3900
MN	Richfield	CK Thao LLC	SHIZEN	6420 Lyndale Ave S, Richfield MN, 55423	612-644-7073
MN	Richfield	Norjee Limited Liability Company	HISSHO Sushi	6228 Penn Ave S Sushi Bar, Richfield MN, 55423-1135	612-861-1881
MN	Rochester	BHT Inc.	HISSHO Sushi	1216 2nd St SW, Rochester MN, 55902-1906	507-284-2511
MN	Rochester	BHT Inc.	HISSHO Sushi	201 Center St W, Rochester MN, 55902-3003	507-284-2511
MN	Rochester	BHT Inc.	HISSHO Sushi	· ·	507-284-2511
MN	Roseville	TND Sushi Corp.	HISSHO Sushi	1601 County Road C W Sushi Bar, Roseville MN, 55113-1302	651-633-6949
MN	Saint Cloud	Thet Sushi LLC	HISSHO Sushi	2510 W Division St Sushi Bar, Saint Cloud MN,	320-252-4112

MN	Saint Louis	Lin Win LLC.	HISSHO Sushi	3777 Park Center Blvd	952-929-2100
1411	Park	Em win BBe.	THISSITE Sushi	Sushi Bar, Saint Louis Park MN, 55416-2515	732 727 2100
MN	Saint Paul	Pay Sushi LLC		2170 Ford Parkway, Saint Paul MN, 55116	651-698-5845
MN	Saint Paul	That Win LLC		115 10TH St E Sushi Bar, Saint Paul MN, 55101-2574	651-999-1600
MN	St. Paul	Diversity Food Brands		4300 Glumack Dr, St. Paul MN, 55111	#N/A
MN	Wayzata	KT Sushi Inc	HISSHO Sushi	1151 Wayzata Blvd E Sushi Bar, Wayzata MN, 55391- 1935	952-476-2222
MN	Wayzata	Nay Kaw INC.	HISSHO Sushi	3333 Shoreline Dr Sushi BarP.O. Box 121, Wayzata MN, 55391-9800	952-471-8473
MN	White Bear Lk	Eileen Sushi LLC	HISSHO Sushi	4630 Centerville Rd Sushi Bar, White Bear Lk MN, 55127-2301	651-653-0000
MN	Woodbury	Bethel LLC	HISSHO Sushi	7050 Valley Creek Plz Sushi Bar, Woodbury MN, 55125-2267	651-738-1974
MO	Branson	Ching Paal LLC	SUSHI WITH GUSTO	2210 W Highway 76, Branson MO, 65616	#N/A
МО	Cape Girardeau	MT Sumeru LLC	SUSHI WITH GUSTO	410 S. Fountain St., Cape Girardeau MO, 63701	314-651-2979
MO	Columbia	Chin Family LLC	HISSHO Sushi	800 Hospital Drive, Columbia MO, 65201	#N/A
МО	Columbia	Chin Family LLC	HISSHO Sushi	800 Hospital Drive, Columbia MO, 65201	#N/A
МО	Columbia	Chin Family LLC	HISSHO Sushi	800 Hospital Drive, Columbia MO, 65201	#N/A
МО	Columbia	Zomi, LLC	SUSHI WITH GUSTO	111 S. Providence Rd, Columbia MO, 65203-4263	573-442-2128
МО	Columbia	Zomi, LLC		MO, 65202	#N/A
МО	Kansas City	J and J Family Sushi LLC		500 NE Barry Rd Sushi Bar, Kansas City MO, 64155	
МО	Kansas City	Mang Uk Thang	ŌUMI sushi	8383 N Booth Ave Sushi Bar, Kansas City MO,	816-222-0202
МО	Kansas City	Moe Thu LLC	HISSHO Sushi	9040 N Skyview Ave, Kansas City MO, 64154-	816-410-2940
МО	Kansas City	Moe Thu LLC	HISSHO Sushi	9220 NE Barry Rd, Kansas City MO, 64157-1209	816-781-4238
МО	Kansas City	Than Zaw	ŌUMI sushi	6061 NW 64th St Sushi Bar, Kansas City MO,	816-303-6503

МО	Kansas City	Thi Ha	HISSHO Sushi	207 NE Englewood Road Sushi Bar, Kansas City MO, 64118-4691	816-454-0710
МО	Kirksville	Hlaing Wah Oo	HISSHO Sushi	901 S. Franklin St Sushi Bar, Kirksville MO, 63501	660-785-4197
МО	Kirksville	Hlaing Wah Oo	HISSHO Sushi	901 S. Franklin St The Student Union, Kirksville	660-785-4197
МО	Lees Summit	Khin Htay Kyi	HISSHO Sushi	1600 SE Blue Pkwy Sushi Bar, Lees Summit MO, 64063-3191	816-875-2310
МО	Lees Summit	Khin Htay Kyi	HISSHO Sushi	1850 NW Chipman Rd, Lees Summit MO, 64081	816-524-1405
МО	Lee's Summit	Sian Za Neng	ŌUMI sushi	800 NE Hwy 291 Sushi Bar, Lee's Summit MO, 64086	816-272-7038
МО	Rolla	The Zom Family LLC	SUSHI WITH GUSTO	1346 N Bishop Ave, Rolla MO, 65409	573-341-6471
МО	Rolla	The Zom Family LLC	SUSHI WITH GUSTO	1360 Forum Drive, Rolla MO, 65401	(573) 364-1771
МО	Saint Louis	Tial Hlei Sung	HISSHO Sushi	20 N Grand Blvd Mein Bowl, Saint Louis MO,	314-915-1005
МО	Saint Louis	Tial Hlei Sung	HISSHO Sushi	20 N Grand Blvd Sushi Bar, Saint Louis MO, 63103-	314-915-1005
МО	Saint Louis	Tial Hlei Sung	HISSHO Sushi	915 N Grand Blvd, Saint Louis MO, 63106-1621	314-487-0400
МО	Stateline	AlphaOmega Ling LLC	HISSHO Sushi	1201 W 136th St, Stateline MO, 64114	816-412-0108
МО	Webster Groves	Bawi Sung Hlawn Ceu	HISSHO Sushi	175 Edgar Rd Sushi Bar, Webster Groves MO, 63119- 3227	615-460-6000
MS	Ellisville	Joseph Thawm Lian Uk	SUSHI WITH GUSTO	503 S. Front St., Ellisville MS, 39437	#N/A
MS	Flowood	Maung Tun Win	HISSHO Sushi	1240 Luckney Road, Flowood MS, 39232	#N/A
MS	Flowood	Maung Tun Win	HISSHO Sushi	3100 Lakeland Drive, Flowood MS, 39232	#N/A
MS	Hattiesburg	Apu Lai and Api Lai LLC	SUSHI WITH GUSTO	1900 Hardy Street, Hattiesburg MS, 39401	#N/A
MS	Hattiesburg	Apu Lai and Api Lai LLC	SUSHI WITH GUSTO	2800 Lincoln Rd, Hattiesburg MS, 39402	#N/A
MS	Hattiesburg	Apu Lai and Api Lai LLC	SUSHI WITH GUSTO	3720 Hardy Street, Hattiesburg MS, 39402	601-264-3425
MS	Hattiesburg	La Nan	SUSHI WITH GUSTO	5266 Old Highway 11, Hattiesburg MS, 39402	601-268-9610
MS	Hattiesburg	La Nan	SUSHI WITH GUSTO	7123 US Highway 98 Suite 50, Hattiesburg MS, 39401	601-450-4334

MS	Jackson	Maung Tun Win	HISSHO Sushi	4908 Ridgewood Road, Jackson MS, 39211	#N/A
MS	Madison	Maung Tun Win	HISSHO Sushi	7601 Old Canton Road, Madison MS, 39110	#N/A
MS	Petal	Joseph Thawm Lian Uk	SUSHI WITH GUSTO	116 South Main Street, Petal MS, 39465	601-584-6254
MS	Ridgeland	Lumhkawng Lahpyaw	SUSHI WITH GUSTO	1000 Highland Colony Pkwy, Ridgeland MS,	601-856-2866
MS	Tupelo	Sein Linn	HISSHO Sushi	830 S Gloster St Sushi Bar, Tupelo MS, 38801	#N/A
MS	Tupelo	Sein Linn	HISSHO Sushi	830 S Gloster St, Tupelo MS, 38801	#N/A
NC	Advance	Ying Ming Bar LLC	HISSHO Sushi	258 Hwy 801 North Sushi BarSuite 200, Advance NC, 27006	336-940-4103
NC	Angier	Shwe Square LLC	HISSHO Sushi	1363 North Raleigh St, Angier NC, 27501	919-639-2797
NC	Apex	Sakura Sushi, LLC	HISSHO Sushi	1201 Beaver Creek Commons Dr, Apex NC,	919-372-1405
NC	Apex	Siang Lal LLC	HISSHO Sushi	5400 Apex Peakway Sushi BarSuite 200, Apex NC, 27502-3924	919-363-5376
NC	Asheville	Aung Zeya Inc	SUSHI WITH GUSTO	1378 Hendersonville Road Ste, Asheville NC, 28803	828-277-7023
NC	Asheville	Aung Zeya Inc	SUSHI WITH GUSTO	944 Merrimon Avenue, Asheville NC, 28804	828-252-9098
NC	Atlantic Beach	Chaw Enterprise LLC	HISSHO Sushi	1010 W. Fort Macon Rd., Atlantic Beach NC, 28512	252-726-9413
NC	Banner Elk	Steven Thang Om	HISSHO Sushi	4000 NC Highway 105 S Sushi BarSuite 200, Banner Elk NC, 28604-8629	828-898-9565
NC	Benson	Shwe Square LLC	HISSHO Sushi	12330 NC Hwy 210, Benson NC, 27504	919-989-6137
NC	Bolivia	Lin Zing Ventures LLC	HISSHO Sushi	2829 Midway Road SE, Oak Island, Bolivia NC,	910-253-6788
NC	Boone	Dim Vung	HISSHO Sushi	1179 State Farm Road, Boone NC, 28607	828-262-2247
NC	Boone	Dim Vung	HISSHO Sushi	170 Stadium Drive, Boone NC, 28607	828-262-2248
NC	Boone	Dim Vung	HISSHO Sushi	218 College St, Boone NC, 28607	828-262-2254
NC	Boone	Dim Vung	HISSHO Sushi	219 College St, Boone NC, 28608	828-262-2249

NC	Boone	Dim Vung	HISSHO Sushi	263 Locust St, Boone NC, 28608	828-262-2251
NC	Boone	Dim Vung	HISSHO Sushi	480 Rivers St, Boone NC, 28607	828-262-2250
NC	Boone	Dim Vung	HISSHO Sushi	480 Rivers St, Boone NC, 28607	828-262-2252
NC	Boone	Dim Vung	HISSHO Sushi	480 Rivers St, Boone NC, 28607	828-262-2253
NC	Boone	Steven Thang Om	HISSHO Sushi	267 New Market Ctr Sushi BarSuite 200, Boone NC, 28607-3993	828-265-2084
NC	Burlington	Ei Kaung LLC	HISSHO Sushi	1191 University Dr Sushi BarSuite 200, Burlington NC, 27215-8798	336-584-8091
NC	Cameron	Kyi Kyi Sushi LLC	HISSHO Sushi	133 Mittie Haddock Dr, Cameron NC, 28326	919-499-9711
NC	Cape Carteret	Zomi Sushi Inc	HISSHO Sushi	321 WB McLean Dr Sushi BarSuite 200, Cape Carteret NC, 28584-8516	252-393-1602
NC	Carolina Beach	Saw Moe Ventures LLC	HISSHO Sushi	1401 N. Lake Park Blvd., Carolina Beach NC, 28428	(910) 458-5410
NC	Carolina Shores	Parami Win LLC	HISSHO Sushi	9869 Ocean Hwy W, Carolina Shores NC, 28467	910-579-8807
NC	Carrboro	Denis Lal Chuan Awn	HISSHO Sushi	104 N.C. Hwy 54, Carrboro NC, 27510	919-932-1589
NC	Cary	Sakura Sushi, LLC	HISSHO Sushi	625 Mills Park Dr Suite 200, Cary NC, 27519	919-297-2995
NC	Cary	Sar Sa Na	SUSHI WITH GUSTO	3655 SW Cary Parkway, Cary NC, 27513	919-481-2865
NC	Cary	Siang Lal LLC	HISSHO Sushi	6430 Tryon Rd Sushi BarSuite 200, Cary NC,	919-859-9335
NC	Cary	Siang Lal LLC	HISSHO Sushi	930 High House Rd Sushi BarSuite 200, Cary NC, 27513-3574	919-467-4441
NC	Chapel Hill	Denis Lal Chuan Awn	HISSHO Sushi	1720 Fordham Drive, Chapel Hill NC, 27514	919-967-2613
NC	Chapel Hill	H AND T FAMILIES SUSHI INC	SUSHI WITH GUSTO	1200 A Raleigh Road, Chapel Hill NC, 27517	919-932-7501
NC	Chapel Hill	Sandelin LLC	HISSHO Sushi	11312 Highway 15 501 N, Chapel Hill NC, 27514	919-969-1464
NC	Chapel Hill	Van Ro Cung	HISSHO Sushi	100 East Town Drive, Chapel Hill NC, 27514	984-974-7926

NC	Charlotte	Diversity Food Brands	HISSHO Sushi	5501 Josh Birmingham Pkwy Sushi Bar, Charlotte NC, 28208-5750	707-359-4673
NC	Charlotte	Diversity Food Brands	HISSHO Sushi	5501 Josh Birmingham Pkwy Sushi BarCourse B, Charlotte NC, 28208-5750	707-359-4673
NC	Charlotte	Diversity Food Brands	HISSHO Sushi	5501 Josh Birmingham Pkwy Sushi BarCourse D, Charlotte NC, 28208-5750	707-359-4673
NC	Charlotte	Diversity Food Brands	HISSHO Sushi	5501 Josh Birmingham Pkwy, Charlotte NC, 28208	#N/A
NC	Charlotte	Diversity Food Brands	HISSHO Sushi	5501 Josh Birmingham Pkwy, Charlotte NC, 28208	#N/A
NC	Charlotte	Fido Dido LLC	HISSHO Sushi	100 N Tryon St Sushi BarSuite 300, Founders Hall, Charlotte NC, 28202-	980-388-7468
NC	Charlotte	Fido Dido LLC	HISSHO Sushi	2605 Water Ridge Parkway, Charlotte NC, 28217	704.884.1847
NC	Charlotte	Fido Dido LLC	HISSHO Sushi	620 South Tryon Street, Charlotte NC, 28202	#N/A
NC	Charlotte	Fido Dido LLC	HISSHO Sushi	8625 Andrew Carnegie Blvd, Charlotte NC, 28262	#N/A
NC	Charlotte	Fido Dido LLC	HISSHO Sushi	900 W Trade St Sushi Bar, Charlotte NC, 28202-1139	#N/A
NC	Charlotte	Go Kim Sing	SUSHI WITH GUSTO	4223 Providence Road, Charlotte NC, 28211	704-365-6659
NC	Charlotte	Go Kim Sing	SUSHI WITH GUSTO	7625 Pineville/Matthews Road, Charlotte NC, 28226	704-541-1882
NC	Charlotte	HOPE SUSHI LLC	HISSHO Sushi	9841 Northlake Centre Pkwy, Charlotte NC, 28216	704-526-3648
NC	Charlotte	Lal Rin San	HISSHO Sushi	550 S Tryon Street, Charlotte NC, 28202	#N/A
NC	Charlotte	Muan Sian Piang	SUSHI WITH GUSTO	1408 East Blvd Unit C, Charlotte NC, 28203	704-337-8031
NC	Charlotte	Pele Phyu	HISSHO Sushi	800 South Mint St, Charlotte NC, 28202	#N/A
NC	Charlotte	Sushi Guy Inc	ŌUMI sushi	15121 Ballancroft Pkwy Sushi Bar, Charlotte NC, 28277-4857	704-778-3010
NC	Charlotte	Tluang Tin Sang LLC	ŌUMI sushi	14124 Steele Creek Road, Charlotte NC, 28273-3968	828-705-3910
NC	Charlotte	Uk Tha	SUSHI WITH GUSTO	10828 Providence Rd, Charlotte NC, 28277	704-443-0160
NC	Charlotte	VannemPiang LLC	HISSHO Sushi	200 Hawthorne Lane, Charlotte NC, 28204	#N/A

NC	China Grove	R & H Hlei LLC	HISSHO Sushi	1408 N Main Street, China Grove NC, 28023	704-855-0051
NC	China Grove	R & H Hlei LLC	HISSHO Sushi	1460 South Main Street, China Grove NC, 28023	(704) 857-5027
NC	Clayton	SUSU Sushi LLC	HISSHO Sushi	11711 US Highway 70 Business West, Clayton NC, 27520	919-550-6740
NC	Clayton	T & M Myanmar LLC	HISSHO Sushi	238 Pritchard Road, Clayton NC, 27527	919-553-1390
NC	Clayton	T & M Myanmar LLC	HISSHO Sushi	50 Neuse River Parkway, Ste 11, Clayton NC, 27527	919-550-2476
NC	Clayton	Z King LLC	HISSHO Sushi	9147 Cleveland Road, Clayton NC, 27520	919-209-0686
NC	Clemmons	Ying Ming Bar LLC	HISSHO Sushi	2501 Lewisville Clemmons Rd Sushi BarSuite 200, Clemmons NC, 27012-8712	336-766-1608
NC	Concord	Mang H LLC	HISSHO Sushi	2415 Herrons Nest Pl NW, Concord NC, 28027	980-399-2093
NC	Concord	Myint, LLC	HISSHO Sushi	860 Union St S, Concord NC, 28025	704-782-3166
NC	Concord	Sui Nei Kim	HISSHO Sushi	920 Church St N Sushi Bar, Concord NC, 28025-2927	847-804-8585
NC	Concord	Za Biak Nawl	HISSHO Sushi	6150 Bayfield Pkwy, Concord NC, 28027-7486	704-262-6080
NC	Cornelius	Lahpai & Chang Food Service	SUSHI WITH GUSTO	20623 Torrence Chapel Road, Cornelius NC, 28031	704-892-8802
NC	Davidson	Lal Muan Bik	HISSHO Sushi	800 E Beaty Street, Davidson NC, 28036	#N/A
NC	Durham	H AND T FAMILIES SUSHI INC	SUSHI WITH GUSTO	4215 University Drive Ste A3, Durham NC, 27707	919-401-9467
NC	Durham	Jenny Par Tambwe	HISSHO Sushi	508 Fulton Street, Durham NC, 27705	#N/A
NC	Durham	Sa Min Htwe	ŌUMI sushi	105 W NC Highway 54 Sushi Bar, Durham NC,	919-768-4055
NC	Durham	Sa Min Htwe	HISSHO Sushi	4037 Durham Chapel Hill Blvd, Durham NC, 27707	919-765-0008
NC	Durham	Sa Min Htwe	HISSHO Sushi	8210 Renaissance Pkwy, Durham NC, 27713	919-425-0001
NC	Edenton	Mercy's Sushi LLC	HISSHO Sushi	300 Virginia Road, Edenton NC, 27932	252-482-1950
NC	Elizabeth City	Mercy's Sushi LLC	HISSHO Sushi	683 South Hughes Blvd, Elizabeth City NC, 27909	252-331-1301
NC	Fayetteville	Andy Hsa Paw	SUSHI WITH GUSTO	230 Glensford Dr, Fayetteville NC, 28314	910-867-2588
NC	Fayetteville	Gig9 LLC	HISSHO Sushi	150 Andrews Rd, Fayetteville NC, 28311	910-822-2049

NC	Fayetteville	Gig9 LLC	HISSHO Sushi	3300 Rosehill Rd, Fayetteville NC, 28311	910-822-4667
NC	Fayetteville	Jhnea Mwal Bigja Hongsar	ŌUMI sushi	2810 Freedom Parkway Dr Sushi Bar, Fayetteville NC, 28314-3232	910-748-5985
NC	Fuquay- Varina	Shwe Square LLC	HISSHO Sushi	1508 Broad St, Fuquay- Varina NC, 27526	919-577-1000
NC	Garner	Shwe Square LLC	HISSHO Sushi	16369 NC Hwy 50, Garner NC, 27529	919-771-2978
NC	Garner	SUSU Sushi LLC	HISSHO Sushi	1845 Aversboro Road, Garner NC, 27529	919-779-9907
NC	Garner	Thae Reh, LLC	HISSHO Sushi	55 Ford Meadows Drive, Garner NC, 27529	919-763-0106
NC	Garner	Thae Reh, LLC	HISSHO Sushi	75 Glen Rd, Garner NC, 27529	919-772-1423
NC	Gastonia	Wang Family Inc	HISSHO Sushi	2525 Court Dr Sushi Bar, Gastonia NC, 28054-2140	704-834-2845
NC	Greensboro	Adee Mon LLC	HISSHO Sushi	6310 Old Oak Ridge Road Suite G, Greensboro NC, 27410	336-668-2118
NC	Greensboro	Bawi Luai	SUSHI WITH GUSTO	1560 Highwoods Blvd, Greensboro NC, 27410	336-855-6114
NC	Greensboro	Lian's, LLC	HISSHO Sushi	1581 New Garden Rd Suite 200, Greensboro NC, 27410- 2726	336-852-1770
NC	Greensboro	Lian's, LLC	HISSHO Sushi	5820 N Church St Suite 200, Greensboro NC, 27455-	336-644-7774
NC	Greensboro	Lydia Van Lal	SUSHI WITH GUSTO	3712 Lawndale Drive, Greensboro NC, 27455	336-282-4832
NC	Greensboro	Peter A Myint	HISSHO Sushi	1209 North Dr Sushi Bar, Greensboro NC, 27412-	336-334-5171
NC	Greensboro	Ralte LLC	ŌUMI sushi	3357 Battleground Ave Sushi Bar, Greensboro NC, 27410-2401	336-252-5250
NC	Greensboro	Sa Ai Phan	HISSHO Sushi	4620 Woody Mill Rd. Unita, Greensboro NC,	(336) 676-7199
NC	Greenville	Nai Hlaing Soe	SUSHI WITH GUSTO	950 Criswell Drive Unit 111, Greenville NC, 27834	252-756-6210
NC	Hampstead	Saw Moe Ventures LLC	HISSHO Sushi	17230 US Hwy 17, Hampstead NC, 28443	910-270-6300
NC	Harrisburg	Kung And Kim LLC	HISSHO Sushi	4445 School House Commons, Harrisburg NC, 28075	704-455-6222
NC	Hendersonvil le	Waing Maw Tai llc	SUSHI WITH GUSTO	223 Greenville Hwy, Hendersonville NC, 28792	828-698-4682

NC	Hickory	Sai Tun Aung	HISSHO Sushi	2631 S NC 127 Hwy Sushi BarSuite 200, Hickory NC, 28602-9129	828-294-1555
NC	Hickory	Sainaw Tai	HISSHO Sushi	260 14th Ave NE Sushi BarSuite 200, Hickory NC, 28601-2516	828-256-0104
NC	Hickory	Sainaw Tai	HISSHO Sushi	3010 N Center St Sushi BarSuite 200, Hickory NC, 28601-1161	828-322-2888
NC	Hickory	Sainaw Tai	HISSHO Sushi	9441 NC Highway 127, Hickory NC, 28601	828-495-1105
NC	Hillsborough	Spring Sushi LLC		101 N Scotswood Blvd, Hillsborough NC, 27278	919-732-5964
NC	Hillsborough	Spring Sushi LLC	HISSHO Sushi	106 Rebecca Drive, Hillsborough NC, 27278	919-732-6168
NC	Hillsborough	Van Ro Cung	HISSHO Sushi	430 Waterstone Dr., Hillsborough NC, 27278	984-974-7926
NC	Holden Beach	Htwe Htwe Myat	HISSHO Sushi	1100 Sabbath Home Rd Sw, Holden Beach NC, 28462	(910) 842-4911
NC	Huntersville	Htusan Gawlu	HISSHO Sushi	14021 Boren St Suite 200, Huntersville NC, 28078	704-282-8944
NC	Huntersville	Van Family LLC	HISSHO Sushi	102 N Statesville Road, Huntersville NC, 28078	704-875-1651
NC	Huntersville	Van Family LLC	HISSHO Sushi	13108 Eastfield Road, Huntersville NC, 28078	(704) 948-2348
NC	Jacksonville	Chan Ventures LLC	HISSHO Sushi	2421 Gum Branch Road, Unit 200, Jacksonville NC,	910-939-4358
NC	Jacksonville	San Oo LLC	HISSHO Sushi	175 Freedom Way, Jacksonville NC, 28544	910-353-1372
NC	Jacksonville	San Oo LLC	HISSHO Sushi	2040 Wilmington Hwy Ste 13, Jacksonville NC, 28540-	910-347-7311
NC	Jacksonville	San Oo LLC	HISSHO Sushi	861 Piney Green Road, Jacksonville NC, 28546	910-938-3775
NC	Jamestown	Adee Mon LLC	HISSHO Sushi	1236 Guilford College Rd Sushi BarSuite 200, Jamestown NC, 27282-9810	336-856-7202
NC	Kernersville	Lawm Thanga	HISSHO Sushi	240 Market View Dr Suite 200, Kernersville NC, 27284-4019	336-992-1860
NC	Kernersville	PUIA AND FAMILYLLC	HISSHO Sushi	1014 N. Main Street, Kernersville NC, 27284	336-497-3330
NC	King	Ying Ming Bar LLC	HISSHO Sushi	614-G South Main Street, King NC, 27021	336-983-0125
NC	Knightdale	Den Sushi LLC	HISSHO Sushi	3001 Widewaters Parkway, Knightdale NC, 27545	919-217-9184

NC	Knightdale	Thae Reh, LLC	HISSHO Sushi	7053 US Hwy 64 E, Knightdale NC, 27545	919-266-5164
NC	Leland	Lin Zing Ventures LLC	HISSHO Sushi	1152 East Cutlar Crossing, Leland NC, 28451	910-371-5544
NC	Leland	ZLH LLC	HISSHO Sushi	1735 Reed Rd, Leland NC, 28451	910-383-1467
NC	Lewisville	Ying Ming Bar LLC	HISSHO Sushi	177 Lowes Foods Dr Sushi BarSuite 200, Lewisville NC, 27023-8258	336-945-5307
NC	Mebane	Nai Ah Htoo	HISSHO Sushi	1020 Mebane Oaks Rd Sushi Bar, Mebane NC,	919-563-0503
NC	Monroe	JJ & May Company LLC	HISSHO Sushi	250 N Martin Luther King Jr Blvd, Monroe NC, 28110	704-225-0036
NC	Mooresville	Lahpai & Chang Food Service	HISSHO Sushi	529 East Plaza Drive, Mooresville NC, 28115	704-799-6522
NC	Mooresville	Lahpai & Chang Food Service	HISSHO Sushi	971 Main Street, Mooresville NC, 28115	704-664-5150
NC	Mooresville	Lal Muan Bik	HISSHO Sushi	1000 Lowes Blvd, Mooresville NC, 28117	#N/A
NC	Mooresville	Lal Muan Bik	HISSHO Sushi	1000 Lowes Blvd, Mooresville NC, 28117	910-386-3116
NC	Mooresville	Sui Sushi LLC	HISSHO Sushi	1339 Shearers Rd., Mooresville NC, 28115	(704) 658-9321
NC	Mooresville	Yin Jung Food Co	HISSHO Sushi	125 Center Square Dr Suite 200, Mooresville NC, 28117-6996	704-660-9594
NC	Morehead City	Chaw Enterprise LLC	HISSHO Sushi	2900 Arendell Street, Unit #2, Morehead City NC,	252-726-2651
NC	Morrisville	Van Ro Cung	HISSHO Sushi	1025 Think Place, Morrisville NC, 27560	984-974-7926
NC	Moyock	Jeaby P LLC	HISSHO Sushi	101 Lark Drive, Moyock NC, 27958	252-435-4072
NC	Mt. Airy	Ying Ming Bar LLC	HISSHO Sushi	715 Independence Boulevard, Mt. Airy NC,	336-719-6578
NC	Nags Head	James Maung Lwin	SUSHI WITH GUSTO	5000 SCroatan Highway Unit, Nags Head NC, 27959	252-255-5022
NC	Oak Island	Htwe Htwe Myat	HISSHO Sushi	5901 E. Oak Island Dr., Oak Island NC, 28465	910-278-7291
NC	Oak Ridge	NML Family's LLC	HISSHO Sushi	2205 Oak Ridge Rd Sushi BarSuite 200, Oak Ridge NC, 27310-8728	336-644-0554
NC	Ocean Isle Beach	H & J Sushi LLC	HISSHO Sushi	6278 Beach Drive, Unit 5, Ocean Isle Beach NC,	910-579-9311
NC	Pinehurst	Myint Ventures LLC	HISSHO Sushi	266 Central Park Avenue, Pinehurst NC, 28374	910-235-0150

NC	Pittsboro	Denis Lal Chuan Awn	HISSHO Sushi	70 Ballanetrae Court, Pittsboro NC, 27312	919-929-9501
NC	Pittsboro	Maung Zaw Thike Maung	HISSHO Sushi	65 Ramseur rd, Pittsboro NC, 27312	919-213-6991
NC	Pittsboro	Tha Hlei Par	HISSHO Sushi	630 East St Ste 10, Pittsboro NC, 27312	919-542-0861
NC	Raleigh	Aye Myint	SUSHI WITH GUSTO	400 Woodburn Road, Raleigh NC, 27605	919-828-7888
NC	Raleigh	Ayethu Zar LLC	SUSHI WITH GUSTO	6325 Falls of Neuse Road, Raleigh NC, 27615	919-872-8501
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	1020 Main Campus Drive, Raleigh NC, 27606	#N/A
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	1070 Partners Way, Raleigh NC, 27606	#N/A
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	1901 Entrepreneur Drive, Raleigh NC, 27606-5248	#N/A
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	2 W Broughton Dr., Raleigh NC, 27695	#N/A
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	210 Dan Allen Drive, Raleigh NC, 27607	#N/A
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	2600 Founders Dr, Raleigh NC, 27695	919-524-4455
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	2610 Cates Ave #2nd, Raleigh NC, 27606	#N/A
NC	Raleigh	Htoo LLC	SUSHI WITH GUSTO	2610 Cates Ave, Raleigh NC, 27606	#N/A
NC	Raleigh	L & C Golden Family LLC	HISSHO Sushi	8100 Brier Creek Parkway, Raleigh NC, 27617	919-293-0294
NC	Raleigh	Mang Familly LLC	HISSHO Sushi	13200 New Falls of Neuse Road, Ste 159, Raleigh NC, 27614	919-562-8912
NC	Raleigh	Saw Sushi Corporation	HISSHO Sushi	4420 Lake Boone Trl, Raleigh NC, 27607-7505	919-784-3100
NC	Raleigh	Saw Thar Wah	HISSHO Sushi	7281 NC Hwy 42 West Sushi BarSuite 200, Raleigh NC, 27603	919-329-6692
NC	Raleigh	Sekan LLC	HISSHO Sushi	8440 Louisburg Rd Sushi BarSuite 110, Raleigh NC, 27616	919-266-1031
NC	Raleigh	Sekan, LLC	HISSHO Sushi	3000 New Bern Ave Sushi Bar, Raleigh NC, 27610-	919-350-8042
NC	Raleigh	Sushi Maung Lwin Inc	ŌUMI sushi	9414 Falls of Neuse Rd Sushi BarSuite 120, Raleigh NC, 27615-2499	919-326-2530
NC	Raliegh	Ebenezar LLC	HISSHO Sushi	7900 Old Wake Forest Rd, Raliegh NC, 27513	919-790-1024

NC	Reidsville	Lian's, LLC	HISSHO Sushi	1537 Freeway Drive St 300, Reidsville NC, 27320	336-616-1322
NC	Roxboro	Asian Sushi Express LLC	HISSHO Sushi	1005 North Madison Blvd., Roxboro NC, 27573	336-599-9236
NC	Roxboro	Asian Sushi Express LLC	HISSHO Sushi	2828 Durham Rd, Roxboro NC, 27573	336-597-8073
NC	Salisbury	Za Latni	HISSHO Sushi	251 Faith Rd., Salisbury NC, 28144	704-637-3409
NC	Sanford	Kyi Kyi Sushi LLC	HISSHO Sushi	1655 Buffalo Lake Road, Sanford NC, 27332	919-498-1960
NC	Shallotte	Parami Win LLC	HISSHO Sushi	301 South Willis Drive, Shallotte NC, 28470	910-754-6444
NC	Siler City	Tha Hlei Par	HISSHO Sushi	1605 East 11th St, Siler City NC, 27344	919-742-9966
NC	Sneads Ferry	NM Ventures LLC	HISSHO Sushi	965 Old Folkstone Rd., Sneads Ferry NC, 28460	910-327-2067
NC	Southern Pines	Daisy and Cherry Inc	SUSHI WITH GUSTO	155 Beverly Lane, Southern Pines NC, 28387	910-695-0587
NC	Southern Pines	Myint Ventures LLC	HISSHO Sushi	1740 Old Morganton Road, Southern Pines NC, 28387	910-246-2235
NC	Southport	Lin Zing Ventures LLC	HISSHO Sushi	5011 Southport Crossing Way, Southport NC, 28461	910-363-8044
NC	Stedman	Thawn & Win LLC	HISSHO Sushi	5179 Clinton Rd, Stedman NC, 28391	910-323-1956
NC	Sunset Beach	Parami Win LLC	HISSHO Sushi	1775 Clippers Way Sw, Sunset Beach NC, 28468	910-579-8395
NC	Swansboro	NM Ventures LLC	HISSHO Sushi	1409 West Corbett Ave., Swansboro NC, 28584	910-326-3534
NC	Troutman	Khaing Yee LLC	HISSHO Sushi	520 North Main Street, Troutman NC, 28166	704-528-9068
NC	Wake Forest	Ebenezar LLC	HISSHO Sushi	12000 Retail Dr, Wake Forest NC, 27587	919-761-1001
NC	Wake Forest	Mang Familly LLC	HISSHO Sushi	161 Crenshaw Corners Dr, Wake Forest NC, 27587	919-569-0089
NC	Wake Forest	Sekan LLC	HISSHO Sushi	942 Gateway Commons Cir Sushi Bar, Wake Forest NC, 27587-6594	919-554-0537
NC	Walkertown	Lawm Thanga	HISSHO Sushi	5180 Reidsville Rd Suite 200, Walkertown NC,	336-595-7448
NC	Washington	Hteeta Sushi LLC	HISSHO Sushi	851 Washington Sq Mall, Washington NC, 27889	252-948-0028
NC	Wendell	Sho Tial Cal LLC	HISSHO Sushi	2837 Wendell Blvd, Wendell NC, 27591	919-365-3002
NC	Wesley Chapel	Zing Tha Hlei Man LLC	HISSHO Sushi	5939 Weddington Road, Wesley Chapel NC, 28104	704-821-2034

NC	Wilmington	Emerald Aung Ventures LLC	SUSHI WITH GUSTO	1060 International Drive, Wilmington NC, 28405	910-256-3524
NC	Wilmington	H & J Sushi LLC	HISSHO Sushi	2316 North College Road, Wilmington NC, 28405	910-392-7230
NC	Wilmington	H & J Sushi LLC	HISSHO Sushi	341 South College Road, Wilmington NC, 28403	910-796-9616
NC	Wilmington	H & J Sushi LLC	HISSHO Sushi	5309 Carolina Beach Road, Wilmington NC, 28412	910-790-5335
NC	Wilmington	Saw Moe Ventures LLC	HISSHO Sushi	6400-1 Carolina Beach Rd., Wilmington NC, 28412	910-452-4192
NC	Wilmington	ZLH LLC	HISSHO Sushi	3211 Enterprise Drive, Wilmington NC, 28405	910-790-9938
NC	Winston Salem	Ceu Pi LLC	HISSHO Sushi	3333 Silas Creek Pkwy, Winston Salem NC, 27103	#N/A
NC	Winston Salem	Ying Ming Bar LLC	HISSHO Sushi	3372 Robinhood Rd Sushi BarSuite 200, Winston Salem NC, 27106-5404	336-659-4943
NC	Winston- Salem	Jeff Lal Ro Sang Sunthang	SUSHI WITH GUSTO	3285 Robinhood Rd, Winston-Salem NC, 27106	336-760-2519
NC	Winston- Salem	Ying Ming Bar LLC	HISSHO Sushi	2890 Reynolda Rd, Winston- Salem NC, 27106	336-725-7759
NC	Winston- Salem	Ying Ming Bar LLC	HISSHO Sushi	5034 Peters Creek Pkwy, Winston-Salem NC, 27127	336-788-5600
NC	Winterville	Hla Win Ventures LLC	HISSHO Sushi	2025-1 Flower Drive, Winterville NC, 28590	252-606-4561
NC	Zebulon	Sho Tial Cal LLC	HISSHO Sushi	114 Wakelon St, Zebulon NC, 27597	919-269-6122
ND	Grand Forks	Jinghpaw Sushi Bar, LLC	HISSHO Sushi	3601 32nd Ave S, Grand Forks ND, 58201	701-787-6177
NE	Lincoln	SK Sushi LLC	HISSHO Sushi	1055 N 16th St, Lincoln NE, 68508-1257	402-472-3561
NE	Lincoln	SK Sushi LLC	HISSHO Sushi	440 N 17th St, Lincoln NE, 68508-1607	402-472-3561
NE	Lincoln	SK Sushi LLC	HISSHO Sushi	530 N 17th St, Lincoln NE, 68588-1600	402-472-3561
NE	Lincoln	SK Sushi LLC	HISSHO Sushi	600 N 15th St, Lincoln NE, 68508-1296	402-472-3561
NE	Lincoln	SK Sushi LLC	HISSHO Sushi	860 N 17th St, Lincoln NE, 68508-1276	402-472-3561
NE	Lincoln SW	SK Sushi LLC	HISSHO Sushi	8201 S 40th St, Lincoln SW NE, 68516	402-420-3540
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2208 Califronia St. Unit 94152-011, Omaha NE, 68178	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plaza Sushi Bar, Omaha NE, 68178-	402-280-2700

NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plaza Sushi Bar, Omaha NE, 68178-	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plaza Sushi Bar, Omaha NE, 68178-	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plaza Sushi Bar, Omaha NE, 68178-	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plaza Sushi Bar, Omaha NE, 68178-	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plaza, Omaha NE, 68178-0035	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	2500 California Plz, Omaha NE, 68178	402-280-2700
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	981200 Nebraska Medical Ctr Sushi Bar, Omaha NE, 68198-1200	402-559-4000
NE	Omaha	Mandalay Family Inc	HISSHO Sushi	981200 Nebraska Medical Ctr, Omaha NE, 68198-	402-559-4000
NH	Concord	A Min Yin	HISSHO Sushi	24 S Main St Sushi Bar, Concord NH, 03301-4809	603-225-6840
NH	Durham	Du Naw Sushi, LLC	SUSHI WITH GUSTO	105 Main Street, Durham NH, 3824	603-862-1234
NJ	Aberdeen	Mommy Nyein LLC	ŌUMI sushi	327 Highway 35, Aberdeen NJ, 7721	732-554-2076
NJ	Bayonne	Khaing Kyaw Kyaw Aung	HISSHO Sushi	1 Lefante Way, Bayonne NJ, 07002-5070	201-823-9292
NJ	Bedminster	Phyu Phyu Kyaw	SUSHI WITH GUSTO	75 Washington Valley Road, Bedminster NJ, 7921	908-658-3162
NJ	Berkeley Heights	Fnu Thumana	HISSHO Sushi	404 Springfield Ave, Berkeley Heights NJ, 07922-	908-464-8997
NJ	Bloomfield	Maung Maung	HISSHO Sushi	8 Franklin St, Bloomfield NJ, 07003-5731	973-743-6413
NJ	Butler	Swe Mar Zaw Oo	HISSHO Sushi	25 Kinnelon Rd, Butler NJ, 07405-2337	973-838-8210
NJ	Clifton	Maung Maung	HISSHO Sushi	1185 Broad St, Clifton NJ, 07013-3327	973-365-8040
NJ	Clifton	MYNBYA LLC	HISSHO Sushi	160 Kingsland Rd, Clifton NJ, 07014-1915	973-779-6697
NJ	Closter	Yoe Gone, INC	HISSHO Sushi	400 Demarest Ave, Closter NJ, 07624-2513	201-784-7180
NJ	Dumont	Yoe Gone, INC	HISSHO Sushi	20 Washington Ave, Dumont NJ, 07628-3615	201-385-3652
NJ	Emerson	Yoe Gone, INC	HISSHO Sushi	600 Kinderkamack Rd, Emerson NJ, 07630-1138	201-262-1834
NJ	Ewing	Silver Dragon LLC	HISSHO Sushi	2000 Pennington Rd, Ewing NJ, 08618-1104	609-771-2131

NJ	Ewing	Silver Dragon LLC	HISSHO Sushi	2000 Pennington Rd, Ewing NJ, 08618-1104	609-771-2131
NJ	Ewing	Silver Dragon LLC		2000 Pennington Rd, Ewing NJ, 08618-1104	609-771-2131
NJ	Ewing	Silver Dragon LLC		2000 Pennington Rd, Ewing NJ, 08618-1104	609-771-2131
NJ	Ewing Township	Silver Dragon LLC	HISSHO Sushi	2000 Pennington Rd, Ewing Township NJ, 8618	#N/A
NJ	Franklin Lakes	Mya Thandar Oo	HISSHO Sushi	816 Franklin Ave, Franklin Lakes NJ, 07417-1311	201-891-9300
NJ	Franklin Park	Aung Ye Kyaw		3333 NJ-27, Franklin Park NJ, 8823	732-422-4420
NJ	Freehold	Aung Ye Kyaw		160 Village Center Dr, Freehold NJ, 07728-2510	732-308-1666
NJ	Haddon Township	Thang Hau Khai	ŌUMI sushi	640 W Cuthbert Blvd, Haddon Township NJ,	856-873-9052
NJ	Haskell	Sa Aine Shung		4 Union Ave, Haskell NJ, 07420-1525	973-616-1181
NJ	Lyndhurst	MYNBYA LLC		425 Lewandowski St, Lyndhurst NJ, 07071-2540	201-438-1747
NJ	Madison	Fnu Thumana		133 Main St, Madison NJ, 07940-2154	973-593-8484
NJ	Mahwah	Linda Noom	HISSHO Sushi	505 Ramapo Valley Rd Sushi Bar, Mahwah NJ,	201-684-7500
NJ	Mahwah	Linda Noom	HISSHO Sushi	505 Ramapo Valley Rd Sushi Bar, Mahwah NJ,	201-684-7500
NJ	Marlton	Khup Sian Sut	ŌUMI sushi	227 Route 73 S Sushi Bar, Marlton NJ, 8053	856-355-8228
NJ	Marlton	Zung Nam LLC		90 Brick Rd, Marlton NJ, 08053-2177	484-637-3575
NJ	Monroe Township	Aung Ye Kyaw	HISSHO Sushi	1600 Perrineville Rd, Monroe Township NJ,	609-655-8900
NJ	Montvale	Tang Lahpai LLC	SUSHI WITH GUSTO	32 Chestnut Ridge Road, Montvale NJ, 7645	201-802-9300
NJ	Morris Plains	Fnu Thumana	HISSHO Sushi	245 Littleton Rd, Morris Plains NJ, 07950-2921	973-683-0100
NJ	Mount Holly	Zung Nam LLC		175 Madison Ave, Mount Holly NJ, 08060-2038	484-637-3575
NJ	Neptune	Naing Family LLC	HISSHO Sushi	1945 Rte33, Neptune NJ, 7753	732-774-3740
NJ	Neptune City	Zin Min Nwe	HISSHO Sushi	116 NJ-35, Neptune City NJ, 7753	732-776-9564
NJ	Pennington	Dal Kim Company	HISSHO Sushi	25 Route 31 S Sushi BarSuite X, Pennington NJ, 08534-2511	609-737-0058

NJ	Pompton Plains	Saw Ei Taw	HISSHO Sushi	500 NJ-23, Pompton Plains NJ, 7444	973-839-5510
NJ	Pt Pleasant	Zin Min Nwe	HISSHO Sushi	3208 Bridge Ave, Pt Pleasant NJ, 08742-3459	732-892-0808
NJ	Ridgewood	Yoe Gone, INC	HISSHO Sushi	175 Franklin Ave, Ridgewood NJ, 07450-3205	201-444-6222
NJ	Somerset	Aung Ye Kyaw	HISSHO Sushi	940 Easton Ave, Somerset NJ, 08873-1745	732-828-0139
NJ	South Orange	Fnu Thumana	HISSHO Sushi	407 Valley St., South Orange NJ, 7079	973-762-6608
NJ	Sparta	Fuji Products LLC	HISSHO Sushi	5 Town Center Dr, Sparta NJ, 07871-1982	973-729-9746
NJ	Tenafly	Yoe Gone, INC	HISSHO Sushi	34 W Railroad Ave, Tenafly NJ, 07670-1735	201-894-5111
NJ	Toms River	Zin Min Nwe	HISSHO Sushi	2360 Lakewood Rd, Toms River NJ, 08755-1929	732-942-9860
NJ	Toms River	Zin Min Nwe	HISSHO Sushi	353 NJ-37, Toms River NJ, 8753	732-341-1327
NJ	Voorhees	Zung Nam LLC	HISSHO Sushi	100 Bowman Dr, Voorhees NJ, 08043-9612	484-637-3575
NJ	Wayne	Swe Mar Zaw Oo	HISSHO Sushi	1220 Hamburg Turnpike, Wayne NJ, 7470	973-305-1333
NJ	West Caldwell	MYNBYA LLC	HISSHO Sushi	875 Bloomfield Ave, West Caldwell NJ, 07006-7102	973-227-0319
NJ	Westfield	Fnu Thumana	HISSHO Sushi	219 Elm Street, Westfield NJ, 7090	908-232-1292
NJ	Wyckoff	Mya Thandar Oo	HISSHO Sushi	337 Franklin Ave, Wyckoff NJ, 07481-2040	201-848-1046
NM	Albuquerque	Job Lamno	ŌUMI sushi	10701 Corrales Rd NW Sushi Bar, Albuquerque NM, 87114-1087	505-890-7900
NM	Albuquerque	Job Lamno	ŌUMI sushi	13150 Central Ave SE Sushi Bar, Albuquerque NM, 87123-3032	505-998-1140
NM	Albuquerque	Job Lamno	ŌUMI sushi	6300 San Mateo Blvd NE Sushi Bar, Albuquerque NM, 87109-3553	505-821-7000
NM	Albuquerque	Kingdom Sukte LLC	ŌUMI sushi	11201 Montgomery Blvd NE Sushi Bar, Albuquerque NM, 87111-2648	505-298-2447
NM	Albuquerque	Kingdom Sukte LLC	HISSHO Sushi	1501 San Pedro Dr SE delviery points at Patriot Cafe as well as Starbucks at entrance, Albuquerque NM,	505-265-1711

NM	Albuquerque	Kingdom Sukte LLC	ŌUMI sushi	5112 Lomas Blvd NE Sushi Bar, Albuquerque NM, 87110-6452	505-268-5127
NM	Albuquerque	Kingdom Sukte LLC	ŌUMI sushi	5600 Coors Blvd NW Sushi Bar, Albuquerque NM, 87120-1870	505-355-3850
NM	Las Cruces	Sian Family LLC	ŌUMI sushi	2350 E Lohman Ave Sushi Bar, Las Cruces NM, 88001- 8407	575-680-3680
NM	Santa Fe	Rual Bik Thang	ŌUMI sushi	199 Paseo de Peralta Sushi Bar, Santa Fe NM, 87501- 3010	505-988-1140
NM	Santa Fe	Rual Bik Thang	ŌUMI sushi	3201 Zafarano Dr Sushi BarSuite 20, Santa Fe NM, 87507-2672	505-424-1900
NV	Henderson	Monkey & Monkey Enterprise, LLC	ŌUMI sushi	515 N Stephanie St Sushi Bar, Henderson NV, 89014-	702-777-7095
NV	Henderson	Monkey & Monkey Enterprise, LLC	ŌUMI sushi	635 S Green Valley Pkwy Sushi Bar, Henderson NV, 89052-0404	702-322-2229
NV	Henderson	Snow Cinthi LLC	ŌUMI sushi	280 W. Lake Mead Parkway, Henderson NV,	725-286-2723
NV	Las Vegas	Lwin Ko Ko Latt	ŌUMI sushi	7375 S Rainbow Blvd Sushi Bar, Las Vegas NV, 89139- 0412	702-670-4450
NV	Las Vegas	Mcht Market Vegas Inc	ŌUMI sushi	10000 W Sahara Ave Sushi BarSuite 180, Las Vegas NV, 89117-6071	702-216-5060
NV	Las Vegas	Monkey & Monkey Enterprise, LLC	ŌUMI sushi	3365 E Tropicana Ave Sushi Bar, Las Vegas NV, 89121-7329	702-777-0650
NV	Las Vegas	Rolling Waves LLC	ŌUMI sushi	771 S Rainbow Blvd, Las Vegas NV, 89145-6241	702-984-4330
NV	Las Vegas	THE LITTLE SUSHI LLC	ŌUMI sushi	4020 S Rainbow Blvd Sushi Bar, Las Vegas NV, 89103- 2011	702-876-4888
NV	Las Vegas	Thida	ŌUMI sushi	8441 Farm Rd Sushi Bar, Las Vegas NV, 89131-8241	702-216-5060
NV	Las Vegas	WIN AND SU KITCHEN LLC	ŌUMI sushi	1140 E Silverado Ranch Blvd Sushi Bar, Las Vegas NV, 89183-5806	702-750-3570
NV	Las Vegas	WIN AND SU KITCHEN LLC	ŌUMI sushi	7530 W Lake Mead Blvd Sushi Bar, Las Vegas NV, 89128-0273	702-216-5060

NV	Las Vegas	Zinmar Win	ŌUMI sushi	6150 N Decatur Blvd Sushi	702-273-3490
				Bar, Las Vegas NV, 89130- 1403	
NV	North Las Vegas	Min Thu Win	HISSHO Sushi	6900 Pecos Rd, North Las Vegas NV, 89086	702-791-9000
NV	North Las Vegas	Nan Sushi LLC	ŌUMI sushi	6506 N. Losee Road, North Las Vegas NV, 89086	702-857-6362
NV	Reno	Aung Moe	ŌUMI sushi	299 E Plumb Ln Sushi BarSte 120, Reno NV,	775-446-3979
NV	Reno	Young Suk Choi	ŌUMI sushi	587 S Meadows Pkwy Sushi Bar, Reno NV, 89521	702-216-5060
NV	Sparks	Thang Ning Phway	ŌUMI sushi	125 Disc Dr Sushi Bar, Sparks NV, 89436-7704	775-834-0210
NY	Amityville	Sushi By Mandy Inc	HISSHO Sushi	351 Merrick Rd, Amityville NY, 11701-3447	631-691-0304
NY	Arverne	Tun Tun Latt	HISSHO Sushi	70-20 Rockaway Beach Blvd, Arverne NY, 11692	718-318-6281
NY	Baldwin	Panda Sushi INC.	HISSHO Sushi	905 Atlantic Ave, Baldwin NY, 11510-4240	516-867-7301
NY	Baldwin Place	Min Banyar Oo	HISSHO Sushi	80 US-6, Baldwin Place NY, 10505	914-628-5602
NY	Bayside	Sai Maung Oo	HISSHO Sushi	21315 26th Ave, Bayside NY, 11360-1945	718-279-3188
NY	Binghamton	B.H.T Sushi Inc	HISSHO Sushi	4400 Vestal Pkwy E Sushi Bar, Binghamton NY, 13902-4400	607-777-2000
NY	Binghamton	P-Wan Inc.	HISSHO Sushi	4400 Vestal Pkwy E Student Union Building, Binghamton NY, 13902-	607-777-2000
NY	Briarcliff Manor	Stacy Khinesu Oo		97 N State Rd, Briarcliff Manor NY, 10510	#N/A
NY	Bronx	iNOAH INC	HISSHO Sushi	130 West Kingsbridge Rd, Bronx NY, 10468	718-584-9000
NY	Brooklyn	Zung Nam LLC	HISSHO Sushi	1710 Avenue Y, Brooklyn NY, 11235-3534	718-648-0202
NY	Carle Place	Shui Jing Yang	HISSHO Sushi	95 Old Country Rd, Carle Place NY, 11514-1800	516-739-1535
NY	Cortland	Tun Than Khaing	SUSHI WITH GUSTO	32 Stratton Drive, Cortland NY, 13045	607-753-2424
NY	Deer Park	Moe Wai Yan Tun	HISSHO Sushi	421 Commack Rd, Deer Park NY, 11729	631-274-0931
NY	Dobbs Ferry	Stacy Khinesu Oo		·	914-693-9274
NY	East Islip	Moe Wai Yan Tun	HISSHO Sushi	2650 Sunrise Hwy, East Islip NY, 11730-1000	631-859-5090

NY	East Northport	Ah Ming LLC		3126 Jericho Tpke, East Northport NY, 11731-6241	631-462-5555
NY	Elmhurst	Sai Maung Oo		7417 Grand Ave, Elmhurst NY, 11373-4168	718-803-0863
NY	Farmingdale	Sushi By Mandy Inc	HISSHO Sushi	55 Motor Ave, Farmingdale NY, 11735-4040	631-756-5130
NY	Farmingville	Aung Thiha	HISSHO Sushi	2350 N Ocean Ave, Farmingville NY, 11738-	631-732-6757
NY	Flushing	Sai Maung Oo	HISSHO Sushi	3106 Farrington St, Flushing NY, 11354-1906	718-886-4488
NY	Franklin Square	GM Global Inc.	HISSHO Sushi	460 Franklin Ave, Franklin Square NY, 11010	516-352-5332
NY	Glen Cove	Kyaw Han		177 Forest Ave, Glen Cove NY, 11542-2020	516-759-1440
NY	Glendale	Sai Maung Oo	HISSHO Sushi	8989 Union Tpke, Glendale NY, 11385-8010	718-846-2310
NY	Hamilton	Han Lin Naing		30 College St, Hamilton NY, 13346	774-487-1557
NY	Hamilton	Han Lin Naing	HISSHO Sushi	30 College St, Hamilton NY, 13346	#N/A
NY	Hampton Bays	Natural Myanmar Business Group LLC	HISSHO Sushi	194 W Montauk Hwy, Hampton Bays NY, 11946- 2306	631-728-2020
NY	Hicksville	Sushi By Mandy Inc	HISSHO Sushi	530 W Old Country Rd, Hicksville NY, 11801-4112	516-937-7060
NY	Holbrook	Moe Wai Yan Tun	HISSHO Sushi	5701 Sunrise Hwy, Holbrook NY, 11741-4801	631-218-8626
NY	Huntington	Kyaw Myo Oo	HISSHO Sushi	1100 E Jericho Tpke, Huntington NY, 11743-	631-547-6970
NY	Huntington	Kyaw Myo Oo	HISSHO Sushi	60 Wall St, Huntington NY, 11743-2065	631-351-8356
NY	Hyde Park	Soe Asian LLC	HISSHO Sushi	3999 Albany Post Rd, Hyde Park NY, 12538-1947	845-229-9615
NY	Ithaca	William T K K H Pannhlaing	SUSHI WITH GUSTO	2300 North Triphammer Road, Ithaca NY, 14850	607-257-4952
NY	Larchmont	Aung Thiha	HISSHO Sushi	1326 Boston Post Rd, Larchmont NY, 10538-3905	914-834-9560
NY	Latham	Aungseng Du Nding	SUSHI WITH GUSTO	664 New Loudon Road, Latham NY, 12110	518-786-5150
NY	Levittown	Sushi By Mandy Inc	HISSHO Sushi	3750 Hempstead Tpke, Levittown NY, 11756-1416	516-796-0300
NY	Long Beach	Panda Sushi INC.	HISSHO Sushi	85 E Park Avenue, Long Beach NY, 11561	516-432-9077
NY	Mahopac	Min Banyar Oo	HISSHO Sushi	1001 US Route 6, Mahopac NY, 10541	914-483-4188

NY	Medford	Aung Thiha		700 Patchogue Yaphank Rd, Medford NY, 11763-2206	631-345-0250
NY	Merrick	Panda Sushi INC.		2160 Merrick Mall, Merrick NY, 11566-3626	516-867-9892
NY	Miller Place	Jade Shire LLC	HISSHO Sushi	385 NY-25A, Miller Place NY, 11764	631-642-1211
NY	Mount Kisco	Stacy Khinesu Oo	HISSHO Sushi	666 Lexington Ave #1, Mount Kisco NY, 10549	#N/A
NY	Mount Kisco	Thaung Tun	HISSHO Sushi	195 N Bedford Rd, Mount Kisco NY, 10549-1140	914-241-1494
NY	Nanuet	Mya Thandar Oo	HISSHO Sushi	101 Market Street East 7th Floor, Nanuet NY, 10954	845-624-3264
NY	New City	Mya Thandar Oo		180 N Main St, New City NY, 10956-3716	845-634-2687
NY	New Hyde Park	GM Global Inc.	HISSHO Sushi	653 Hillside Ave, New Hyde Park NY, 11040-2512	516-616-9170
NY	New Paltz	Naw Naw	HISSHO Sushi	1 Hawk Dr, New Paltz NY, 12561	#N/A
NY	New Paltz	Naw Naw	HISSHO Sushi	1 Hawk Dr, New Paltz NY, 12561	#N/A
NY	New Rochelle	Aung Thiha	HISSHO Sushi	2425 Palmer Ave, New Rochelle NY, 10801-4400	914-632-7084
NY	New York	Myo Aindra Maw	HISSHO Sushi	1000 10TH Ave Accounts Payable, New York NY, 10019-1147	212-523-4000
NY	New York	Myo Aindra Maw	HISSHO Sushi	1000 10TH Ave Accounts Payable, New York NY, 10019-1147	212-523-4000
NY	New York	Myo Aindra Maw	HISSHO Sushi	1000 10TH Ave Accounts Payable, New York NY, 10019-1147	212-523-4000
NY	Northport	Kyaw Myo Oo		454 Forth Salonga Rd, Northport NY, 11768	631-757-4394
NY	Oceanside	GM Global Inc.		3577 Long Beach Rd, Oceanside NY, 11572-5702	516-678-0720
NY	Oceanside	GM Global Inc.	HISSHO Sushi	465 Atlantic Ave, Oceanside NY, 11572-2742	516-594-1019
NY	Orangeburg	Mya Thandar Oo	HISSHO Sushi	1 Stevens Way, Orangeburg NY, 10962-2231	845-359-0673
NY	Orchard Park	Sushi at Orchard Fresh	SUSHI WITH GUSTO	3201 Southwestern Blvd, Orchard Park NY, 14127	716-677-2569
NY	Ossining	Stacy Khinesu Oo	HISSHO Sushi	246 S Highland Ave, Ossining NY, 10562-6115	914-923-6550

NY	Oyster Bay	Sushi By Mandy Inc	HISSHO Sushi	275 Pine Hollow Rd 7th Floor, Oyster Bay NY, 11771-4707	516-922-0800
NY	Peekskill	Min Banyar Oo		1831 Main St, Peekskill NY, 10566-2505	914-739-3356
NY	Port Chester	Aung Thiha	HISSHO Sushi	25 Waterfront Pl, Port Chester NY, 10573-6001	914-937-7318
NY	Port Washington	Sushi By Mandy Inc	HISSHO Sushi	65 Shore Rd, Port Washington NY, 11050-	516-767-6910
NY	Poughkeepsie	Soe Asian LLC	HISSHO Sushi	2540 South Rd, Poughkeepsie NY, 12601-	845-483-9000
NY	Poughkeepsie	Soe Asian LLC	HISSHO Sushi	59 Burnett Blvd, Poughkeepsie NY, 12603-	845-471-2313
NY	Riverhead	Natural Myanmar Business Group LLC	HISSHO Sushi	1615 Old Country Rd, Riverhead NY, 11901-4416	631-727-6751
NY	Rochester	Sushi U Corp.	HISSHO Sushi	139 Lomb Memorial Dr HISSHO Sushi, Rochester NY, 14623-5640	#N/A
NY	Rochester	Sushi U Corp.		139 Lomb Memorial Dr HISSHO Sushi, Rochester NY, 14623-5640	#N/A
NY	Rochester	Sushi U Corp.	HISSHO Sushi	39 Lomb Memorial Drive Deliver to Golisano Bldg. #70, Rochester NY, 14623	#N/A
NY	Rochester	Sushi U Corp.	HISSHO Sushi	400 Reynolds Dr HISSHO Sushi, Rochester NY, 14623- 5640	585-475-2411
NY	Rochester	Sushi U Corp.	HISSHO Sushi	400 Reynolds Dr, Rochester NY, 14623-5640	585-475-2411
NY	Rochester	Sushi U Corp.		400 Reynolds Dr, Rochester NY, 14623-5640	585-475-2411
NY	Rochester	Sushi U Corp.	HISSHO Sushi	400 Reynolds Dr, Rochester NY, 14623-5640	585-475-2411
NY	Rochester	Sushi U Corp.	HISSHO Sushi	400 Reynolds Dr, Rochester NY, 14623-5640	585-475-2411
NY	Rochester	Sushi U Corp.	HISSHO Sushi	6000 Reynolds Dr, Rochester NY, 14623-5640	585-475-2411
NY	Rockaway Park	Tun Tun Latt		112-15 Beach Channel Dr, Rockaway Park NY, 11694	718-945-4894
NY	Rocky Point	Jade Shire LLC	HISSHO Sushi	245 NY-25A, Rocky Point NY, 11778	631-228-3089
NY	Ronkonkoma	Moe Wai Yan Tun	HISSHO Sushi	449 Portion Rd, Ronkonkoma NY, 11779-	631-737-1576
NY	Saratoga Springs	Nangraw Sarahaung Nding	SHIZEN	3065 NY Rt. 50, Saratoga Springs NY, 12866	518-306-4900

NY	Saratoga Springs	Nangraw Sarahaung Nding	SUSHI WITH GUSTO	52 Marion Avenue, Saratoga Springs NY,	518-581-8050
NY	Scarsdale	Poe Meh	SUSHI WITH GUSTO	723 White Plains Road, Scarsdale NY, 10583	914-723-6600
NY	Setauket	Jade Shire LLC	HISSHO Sushi	158 Route 25A, Setauket NY, 11733-2849	631-751-1526
NY	Shirley	Aung Thiha	HISSHO Sushi	999 Montauk Hwy, Shirley NY, 11967-2130	631-281-3610
NY	Smithtown	Ah Ming LLC	HISSHO Sushi	291 W Main St, Smithtown NY, 11787-2608	631-366-0038
NY	Smithtown	Natural Myanmar Business Group LLC	SUSHI WITH GUSTO	138 East Main STreet, Smithtown NY, 11787	631-265-5970
NY	South Setauket	Jade Shire LLC	HISSHO Sushi	260 Pond Path, South Setauket NY, 11720-2006	631-585-4585
NY	Southampton	Natural Myanmar Business Group LLC	HISSHO Sushi	167 Main St 7th Floor, Southampton NY, 11968	631-283-0045
NY	Staten Island	Atlantic Settler Company LLC	HISSHO Sushi	1441 Richmond Avenue, Staten Island NY, 10314	718-698-1138
NY	Staten Island	Atlantic Settler Company LLC	HISSHO Sushi	2795 Richmond Avenue, Staten Island NY, 10314	718-761-4856
NY	Syracuse	Jennifer Tway Shwe	HISSHO Sushi	1419 Salt Springs Rd, Syracuse NY, 13214	315-445-4695
NY	Syracuse	Jennifer Tway Shwe	HISSHO Sushi	1419 Salt Springs Rd, Syracuse NY, 13214	315-445-4695
NY	Syracuse	Sawsanda Nwe	HISSHO Sushi	4900 Broad Rd, Syracuse NY, 13215-2265	#N/A
NY	Syracuse	Sawsanda Nwe	HISSHO Sushi	750 E Adams St, Syracuse NY, 13210	315-464-4303
NY	Tarrytown	Stacy Khinesu Oo	HISSHO Sushi	610 White Plains Rd, Tarrytown NY, 10591-5104	914-631-8566
NY	Wappinger Falls	Myo Zay Htet	SUSHI WITH GUSTO	160 Old Post Road, Wappinger Falls NY, 12590	845-632-9955
NY	West Babylon	Sushi By Mandy Inc	HISSHO Sushi	575 W Montauk Hwy, West Babylon NY, 11704-8308	631-321-9046
NY	West Babylon	Sushi By Mandy Inc	HISSHO Sushi	88 Golding Ave, West Babylon NY, 11704-6203	631-587-9452
NY	West Hempstead	Shui Jing Yang	HISSHO Sushi	50 Cherry Valley Ave, West Hempstead NY, 11552-	516-539-7860
NY	West Islip	Moe Wai Yan Tun	HISSHO Sushi	400 Union Blvd, West Islip NY, 11795	631-661-8230
NY	White Plains	Aung Thiha	HISSHO Sushi	152 Westchester Ave, White Plains NY, 10601-4512	914-997-0715
NY	White Plains	Aung Thiha	HISSHO Sushi	670 N Broadway, White Plains NY, 10603-2428	914-682-3279

NY	Woodbury	Mandy Hlaing	HISSHO Sushi	8101 Jericho Tpke, Woodbury NY, 11797-1234	516-692-8292
NY	Woodmere	Panda Sushi INC.	HISSHO Sushi	253-01 Rockaway Blvd, Woodmere NY, 11598	516-374-0512
NY	Yonkers	Zung Nam LLC	HISSHO Sushi	111 Vredenburgh Ave, Yonkers NY, 10704-2167	914-378-9312
ОН	Akron	Htoo Family LLC	HISSHO Sushi	3885 W Market St Sushi Bar, Akron OH, 44333-	330-666-7333
ОН	Akron	Loka Chan	HISSHO Sushi	867 W Market St Sushi Bar, Akron OH, 44303-1019	330-666-7333
ОН	Akron	Rarmonnya LLC	HISSHO Sushi	3979 Medina Rd. (Rt. 18), Akron OH, 44333	330-666-6781
ОН	Akron	WH SUSHI LLC	HISSHO Sushi	1835 W. Market St., Akron OH, 44313	330-867-3563
ОН	Avon	Haifeng Sushi Inc.	HISSHO Sushi	1810 Nagel Rd Sushi Bar, Avon OH, 44011-1442	440-695-2428
ОН	Beachwood	RJ Sushi Inc.	HISSHO Sushi	3999 Richmond Rd Sushi Bar, Beachwood OH, 44122	#N/A
ОН	Boardman	Ram Lian	HISSHO Sushi	1400 Boardman-Canfield Rd Sushi Bar, Boardman OH, 44512	234-287-3040
ОН	Bowling Green	Lai's Sushi, LLC	HISSHO Sushi	2111 E Wooster St, Bowling Green OH, 43402	419-373-8600
ОН	Bowling Green	Philemon Sushi, LLC	HISSHO Sushi	806 Ridge St Accounts Payable, Bowling Green OH, 43403	419-372-2741
ОН	Bowling Green	Philemon Sushi, LLC	HISSHO Sushi	806 Ridge St Accounts Payable, Bowling Green OH, 43403	419-372-2741
ОН	Bowling Green	Philemon Sushi, LLC	HISSHO Sushi	806 Ridge St Accounts Payable, Bowling Green OH, 43403	419-372-2741
ОН	Bowling Green	Philemon Sushi, LLC	HISSHO Sushi	806 Ridge St Sushi Bar, Bowling Green OH, 43403	419-372-2741
ОН	Bowling Green	Philemon Sushi, LLC	HISSHO Sushi	806 Ridge St Sushi Bar, Bowling Green OH, 43403	419-372-2741
ОН	Bowling Green	Philemon Sushi, LLC	HISSHO Sushi	806 Ridge St Sushi Bar, Bowling Green OH, 43403	419-372-2741
ОН	Brunswick	Sai & Sai LLC	HISSHO Sushi	3800 Center Road, Brunswick OH, 44212	234-803-0540
ОН	Canal Winchester	Cambridge Sushi, LLC	HISSHO Sushi	8300 Meijer Drive, Canal Winchester OH, 43110	614-920-7200
ОН	Canton	Nang Kham Noon	HISSHO Sushi	4866 Fulton Drive, Canton OH, 44718	234-804-0850
ОН	Cincinnati	Aung Corp.	HISSHO Sushi	3711 Stone Creek Road, Cincinnati OH, 45251	513-245-7500

ОН	Cincinnati	Aung Corp.	HISSHO Sushi	6550 Harrison Road, Cincinnati OH, 45247	513-598-2000
ОН	Cincinnati	Diversity Corp	SUSHI WITH GUSTO	3088 Madison Road, Cincinnati OH, 45209	513-533-2600
ОН	Cincinnati	Diversity Corp	HISSHO Sushi	3200 Vine Street, Cincinnati OH, 45220	#N/A
ОН	Cincinnati	Sui Thang	HISSHO Sushi	3195 Grier Drive, Cincinnati OH, 45209	513-458-2400
ОН	Cincinnati	Sui Thang	HISSHO Sushi	888 Eastgate N Road, Cincinnati OH, 45245	513-943-5700
ОН	Cincinnati	Sung Family LLC	SUSHI WITH GUSTO	7888 Montgomery Road, Cincinnati OH, 45236	513-791-3028
ОН	Cleveland	Baolin Sushi Inc.	HISSHO Sushi	2190 E 105th Street, Cleveland OH, 44106	216-628-7301
ОН	Cleveland	Haifeng Sushi Inc.	HISSHO Sushi	1983 E 24th St Accounts Payable, Cleveland OH,	216-687-5196
ОН	Cleveland	Haifeng Sushi Inc.	HISSHO Sushi	2000 Prospect Ave E Sushi Bar, Cleveland OH, 44115- 2214	216-687-2000
ОН	Cleveland	Haifeng Sushi Inc.	HISSHO Sushi	2121 Euclid Ave Accounts Payable, Cleveland OH, 44115-2214	216-687-2000
ОН	Cleveland	Haifeng Sushi Inc.	HISSHO Sushi	2300 Euclid Ave Sushi Bar, Cleveland OH, 44115	216-802-3131
ОН	Cleveland	Malihome Sushi Inc	HISSHO Sushi	10701 East Blvd, Cleveland OH, 44106-1702	216-421-3011
ОН	Cleveland	Steven Tha Lian Mang	HISSHO Sushi	10524 Euclid Ave Sushi BarC Building, Cleveland OH, 44195	#N/A
ОН	Cleveland	Steven Tha Lian Mang	HISSHO Sushi	2084 Cornell Rd Sushi Bar, Cleveland OH, 44106-1716	#N/A
ОН	Columbus	Cing San Dim	HISSHO Sushi	1661 Hilliard Rome Rd, Columbus OH, 43228-9485	586-598-0600
ОН	Columbus	Kim Do Thang	HISSHO Sushi	5050 N Hamilton Rd, Columbus OH, 43230-1312	614-855-4900
ОН	Columbus	Sailung Sushi, LLC	HISSHO Sushi	8000 E Broad Street, Columbus OH, 43068	614-322-7400
ОН	Dayton	Htet, LLC	HISSHO Sushi	4100 West 3rd St, Dayton OH, 45428	937-267-3936
ОН	Dayton	Htet, LLC	HISSHO Sushi	5858 Springboro Pike, Dayton OH, 45449	937-436-3500
ОН	Dayton	Kyi Thwe Food LLC	SUSHI WITH GUSTO	300 College Park Drive, Dayton OH, 45469	937-229-2552
ОН	Dayton	Nu Me	HISSHO Sushi	9200 N Main Street, Dayton OH, 45415	937-836-1017

ОН	Defiance	Lai's Sushi, LLC	HISSHO Sushi	137 Elliott Road, Defiance OH, 43512	419-783-2800
ОН	Delaware	Lians food service LLC	HISSHO Sushi	1380 Sunbury Road, Delaware OH, 43015	740-368-1400
ОН	Dublin	Cambridge Sushi, LLC	HISSHO Sushi	6175 Sawmill Road, Dublin OH, 43017	614-766-4494
ОН	Fairborn	Cung Bik Thawng	HISSHO Sushi	3822 Colonial Glenn Hwy, Fairborn OH, 45324	937-426-7400
ОН	Fairfield	Aung Corp.	HISSHO Sushi	6325 S. Gilmore Road, Fairfield OH, 45014	513-881-0100
ОН	Findlay	Boi Cung Nung	HISSHO Sushi	2200 Tiffin Ave, Findlay OH, 45840	419-423-2141
ОН	Findlay	Treasure Sanboh	HISSHO Sushi	301 Davis St Sushi Bar, Findlay OH, 45840-3681	800-472-9502
ОН	Findlay	Treasure Sanboh	HISSHO Sushi	301 Davis St Sushi Bar, Findlay OH, 45840-3681	800-472-9502
ОН	Franklin	Dawt Kam	HISSHO Sushi	3651 Towne Blvd, Franklin OH, 45005	513-424-4863
ОН	Grove City	Kim Do Thang	HISSHO Sushi	2811 London Groveport Rd Sushi Bar, Grove City OH, 43123-9035	614-801-4300
ОН	Huber Heights	Ye Htun Family LLC	HISSHO Sushi	7150 Executive Blvd, Huber Heights OH, 45424	937-237-4600
ОН	Kent	Kyaw Win Hlaing	HISSHO Sushi	247 Tallmadge Rd Sushi Bar, Kent OH, 44240	330-977-5600
ОН	Kettering	Cung Bik Thawng	HISSHO Sushi	4075 Wilmington Pike, Kettering OH, 45440	937-298-5800
ОН	Lancaster	DALBOIH Inc.	HISSHO Sushi	2900 Columbus Lancaster Road, Lancaster OH, 43130	740-681-2400
ОН	Lewis Center	Lians food service LLC	HISSHO Sushi	8870 Columbus Pike, Lewis Center OH, 43035	740-548-0000
ОН	Lima	Cing Family Sushi LLC	HISSHO Sushi	3298 Elida Road, Lima OH, 45805	419-331-6400
ОН	Lorain	Haifeng Sushi Inc.	HISSHO Sushi	5350 Leavitt Rd Sushi Bar, Lorain OH, 44053-2158	440-538-0090
ОН	Loveland	Naomi Pardawh	HISSHO Sushi	3911 W State Route 22, Loveland OH, 45140	513-583-2100
ОН	Mansfield	Henry and Hnin LLC	HISSHO Sushi	1355 N Lexington- Springmill Rd, Mansfield	419-747-8300
ОН	Marion	Nai Bord	HISSHO Sushi	2153 Marion-Mt Gilead Road, Marion OH, 43302	740-389-6710
ОН	Marysville	Lians food service LLC	HISSHO Sushi	930 Colemans Crossing Blvd, Marysville OH, 43040	937-553-6100
ОН	Maumee	Sai Kham Mon	HISSHO Sushi	1391 Conant Street, Maumee OH, 43537	419-891-8700

ОН	Mentor	Fang Ye Sushi Inc.	HISSHO Sushi	9200 Mentor Ave Sushi	440-266-4400
				Bar, Mentor OH, 44060-	
ОН	Milford	Thin Zaw Mon	HISSHO Sushi	1082 State Road 28, Suite C, Milford OH, 45150	513-576-5500
ОН	Oregon	Shepherd Lamp LLC	HISSHO Sushi	1725 S. Wheeling Street, Oregon OH, 43616	419-697-2000
ОН	Rossford	Sai Kham Mon	HISSHO Sushi	10055 Olde US 20 Sushi Bar, Rossford OH, 43460-	616-365-6068
ОН	Sandusky	Haifeng Sushi Inc.	HISSHO Sushi	4702 Milan Road, Sandusky OH, 44870	419-627-7900
ОН	Seven Hills	Fang Ye Sushi Inc.	HISSHO Sushi	7701 Broadview Rd Sushi Bar, Seven Hills OH, 44131	216-238-9740
ОН	Solon	Khosa John	HISSHO Sushi	28560 Miles Rd, Solon OH, 44139	440-248-5222
ОН	Stow	Victorious Sushi LLC	HISSHO Sushi	4303 Kent Rd Sushi Bar, Stow OH, 44224-4330	234-900-5728
ОН	Toledo	Shepherd Lamp LLC	HISSHO Sushi	1500 E Alexis Road, Toledo OH, 43612	419-727-2000
ОН	Toledo	Shepherd Lamp LLC	SUSHI WITH GUSTO	3315 West Central Avenue, Toledo OH, 43606	419-531-5218
ОН	Toledo	Shepherd Lamp LLC	HISSHO Sushi	7240 Central Ave, Toledo OH, 43617	419-843-8300
ОН	Troy	Ye Htun Family LLC	HISSHO Sushi	1900 W. Main Street, Troy OH, 45373	937-339-9930
ОН	Warren	Dawt Cin Family LLC	HISSHO Sushi	2100 Niles Cortland Road, SE, Warren OH, 44484	234-544-0070
ОН	West Chester	Dawt Kam	HISSHO Sushi	7390 Tylersville Rd Sushi Bar, West Chester OH,	217-353-4000
ОН	West Chester	SUI FAMILY LLC	SUSHI WITH GUSTO	7720 Voice of America Centre D, West Chester OH,	513-755-6111
ОН	Westerville	Cing San Dim	HISSHO Sushi	100 Polaris Pkwy Sushi Bar, Westerville OH, 43081	614-865-2000
ОН	Wooster	Mi Nai LLC	HISSHO Sushi	4845 Burbank Road, Wooster OH, 44691	330-222-6840
ОН	Youngstown	Biak Thawng	HISSHO Sushi	1 University Plz, Youngstown OH, 44555-	#N/A
ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555- 0001	330-941-3571
ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555- 0001	330-941-3571
ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555-	330-941-3571

ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555- 0001	330-941-3571
ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555-	330-941-3571
ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555- 0001	330-941-3571
ОН	Youngstown	Oishi Place LLC	HISSHO Sushi	1 University Plz Sushi Bar, Youngstown OH, 44555-	330-941-3571
OK	Bixby	Cin Lian Mang	HISSHO Sushi	11116 S Memorial Dr, Bixby OK, 74008-2038	918-970-4900
OK	Bixby	Cin Lian Pau Gin Do Thang	HISSHO Sushi	15028 S Memorial Dr, Bixby OK, 74008-3706	918-261-9561
OK	Broken Arrow	Cing Lam Khawn	HISSHO Sushi	1100 E Kenosha St Sushi Bar, Broken Arrow OK, 74012-2067	918-251-3817
OK	Broken Arrow	Ning Ngaih Lun	ŌUMI sushi	851 E Hillside Dr Sushi Bar, Broken Arrow OK, 74012-2307	918-806-0810
OK	Broken Arrow	Robert Kim Neu	HISSHO Sushi	1914 W. Norfolk Drive, Broken Arrow OK, 74011	#N/A
OK	Claremore	Zam Khan Thawng	HISSHO Sushi	1000 W Will Rogers Blvd, Claremore OK, 74017-5419	918-341-4036
OK	Edmond	Suan Vum Khan	ŌUMI sushi	24 E 2ND St Sushi Bar, Edmond OK, 73034-3810	405-341-5727
OK	Edmond	Thang Suan Gin	SUSHI WITH GUSTO	Nigh University Center, Edmond OK, 73034	#N/A
OK	Glenpool	Cin Lian Pau Gin Do Thang	HISSHO Sushi	14189 S Elm St, Glenpool OK, 74033-3538	918-261-9561
OK	Jenks	NUAMNUAM PA LLC	HISSHO Sushi	446 S Elm St, Jenks OK, 74037-3704	918-298-6679
OK	Langely	HRANG LIAN LLC	HISSHO Sushi	1624 N 3rd St, Langely OK, 74350	#N/A
OK	Norman	Lian Sian Piang	ŌUMI sushi	559 W Main St Sushi Bar, Norman OK, 73069-7060	405-217-4601
OK	Norman	Vau LLC	SUSHI WITH GUSTO	333 Cate Center Dr, Norman OK, 73069	405-325-2650
OK	Oklahoma City	Manna Sushi LLC	ŌUMI sushi	12200 N Macarthur Blvd Sushi BarSuite C, Oklahoma City OK, 73162-	918-516-6656
OK	Oklahoma City	Pau Lian Tuang	ŌUMI sushi	12100 S Pennsylvania Ave Sushi Bar, Oklahoma City OK, 73170	405-416-7650

OK	Oklahoma	TUN LEH ZUA	ŌUMI sushi	6410 N May Ave Sushi Bar,	405-879-9989
	City	VANGH LLC		Oklahoma City OK, 73116- 4820	
OK	Oklahoma City	Van Dai Tui LLC	HISSHO Sushi	921 North East 13th St, Oklahoma City OK, 73104	405-456-5137
OK	Okmulgee	Cing Deih Lian	HISSHO Sushi	420 E 8th St, Okmulgee OK, 74447	#N/A
OK	Owasso	Canaan Land Sushi LLC	ŌUMI sushi	9601 N 133RD East Ave Sushi Bar, Owasso OK, 74055-5681	918-516-6656
OK	Owasso	Thang Khan Tung	HISSHO Sushi	11550 N 135TH East Ave Sushi Bar, Owasso OK, 74055-5739	918-371-6440
OK	Owasso	ZODAMTUI LLC	HISSHO Sushi	11815 E 86TH St N, Owasso OK, 74055-2536	918-272-2266
OK	Sand Springs	KATHELNAH LLC	HISSHO Sushi	3925 S State Highway 97, Sand Springs OK, 74063-	918-246-7200
OK	Sapulpa	Y&M Sushi LLC	HISSHO Sushi	2020 S Main St, Sapulpa OK, 74066	918-261-9561
OK	Stillwater	Jihi Sushi LLC	SUSHI WITH GUSTO	076 Student Union, Stillwater OK, 74075	#N/A
OK	Stillwater	Jihi Sushi LLC	SUSHI WITH GUSTO	108 Kerr Lane, Stillwater OK, 74078	#N/A
OK	Stillwater	Jihi Sushi LLC	SUSHI WITH GUSTO	177 Student Union, Stillwater OK, 74078	405-744-6116
OK	Stillwater	Jihi Sushi LLC	SUSHI WITH GUSTO	216 Athletic Ave, Stillwater OK, 74075	#N/A
OK	Stillwater	Jihi Sushi LLC	SUSHI WITH GUSTO	610 N Monroe Street, Stillwater OK, 74075	#N/A
OK	Stillwater	Mang Sian Tuang	ŌUMI sushi	909 W 6TH Ave Sushi Bar, Stillwater OK, 74074-4302	405-571-3153
OK	Tahlequah	Kim Lian Piang	HISSHO Sushi	2001 S Muskogee Ave, Tahlequah OK, 74464-5454	918-546-2547
OK	Tulsa	K & K Family LLC	ŌUMI sushi	4123 S Harvard Ave Sushi Bar, Tulsa OK, 74135-2601	918-858-8850
OK	Tulsa	Nangpi Family LLC	HISSHO Sushi	1885 S Yale Ave, Tulsa OK, 74112-6223	918-293-2244
OK	Tulsa	Nangpi Family LLC	HISSHO Sushi	3975 S Peoria Ave, Tulsa OK, 74105	918-747-9672
OK	Tulsa	Robert Kim Neu	HISSHO Sushi	2429 E 15TH St, Tulsa OK, 74104-4618	918-748-8332
OK	Tulsa	Sian Banzaal, LLC	HISSHO Sushi	7114 S Sheridan Rd, Tulsa OK, 74133-2748	918-523-6491
OK	Tulsa	Sote Family LLC	SUSHI WITH GUSTO	8015 SYale Avenue, Tulsa OK, 74136	918-477-7838

OK	Tulsa	Suan Family LLC	HISSHO Sushi	11005 E 41st St, Tulsa OK, 74146-2713	918-610-0610
OK	Tulsa	Suan Family LLC	HISSHO Sushi	4909 E 41ST St, Tulsa OK, 74135-6057	918-270-2638
OK	Tulsa	Zen Lun Dim	ŌUMI sushi	10111 S Memorial Dr Sushi Bar, Tulsa OK, 74133-7243	918-364-7272
OK	Yukon	SIANPIAK SUSHI LLC	ŌUMI sushi	1105 Garth Brooks Blvd Sushi BarSuite C, Yukon OK, 73099-4128	405-494-3054
OR	Ashland	Deesar, LLC	HISSHO Sushi	1475 Siskiyou Blvd Sushi Bar, Ashland OR, 97520-	541-488-2773
OR	Ashland	Zirampong Thingkang	HISSHO Sushi	1118 Siskiyou Blvd, Ashland OR, 97520	217-577-3322
OR	Ashland	Zirampong Thingkang	HISSHO Sushi	438 Wightman St, Ashland OR, 97520	#N/A
OR	Ashland	Zirampong Thingkang	HISSHO Sushi	438 Wightman St, Ashland OR, 97520-2356	217-577-3322
OR	Bend	Kee Mana	HISSHO Sushi	115 NW Sisemore St Sushi Bar, Bend OR, 97701	541-382-5828
OR	Bend	Kee Mana	HISSHO Sushi	115 NW Sisemore St Sushi Bar, Bend OR, 97701	541-382-5828
OR	Corvallis	Ruth Khanghti	HISSHO Sushi	922 NW Circle Blvd Sushi BarSuite 110, Corvallis OR, 97330-1483	541-758-8005
OR	Eugene	Asan Shikhun	HISSHO Sushi	1960 Franklin Blvd Sushi Bar, Eugene OR, 97403-	541-687-1188
OR	Eugene	Asan Shikhun	HISSHO Sushi	1960 Franklin Blvd Sushi Bar, Eugene OR, 97403-	541-687-1188
OR	Eugene	Chapter 1 LLC	HISSHO Sushi	2580 Willakenzie Rd Sushi Bar, Eugene OR, 97401-	541-345-3349
OR	Eugene	Dakhum Yin	HISSHO Sushi	1060 Green Acres Rd Sushi Bar, Eugene OR, 97408-	541-344-1901
OR	Eugene	Masawn Sai	HISSHO Sushi	67 W 29TH Ave Sushi Bar, Eugene OR, 97405-3242	541-338-8455
OR	Florence	Ohnmar Than	HISSHO Sushi	700 US-101, Florence OR, 97439	541-902-1900
OR	Gresham	Ja Hka	HISSHO Sushi	1001 SW Highland Dr, Gresham OR, 97080-6354	503-674-7080
OR	La Grande	Thet Khaing	HISSHO Sushi	2111 Adams Avenue, La Grande OR, 97850	#N/A
OR	Medford	Zirampong Thingkang	HISSHO Sushi	1300 Biddle Rd Sushi Bar, Medford OR, 97504	(458) 658-5631

OR	Portland	Do Suan Lian	HISSHO Sushi	3710 Sw Us Veterans Hospital Rd, Portland OR,	503-273-5043
OR	Portland	Ginger Sushi, LLC	HISSHO Sushi	7000 NE Airport Way HISSHO SushiConcourse D, Portland OR, 97218-	503-460-4234
OR	Portland	Ginger Sushi, LLC	HISSHO Sushi	7000 NE Airport Way HISSHO SushiConcourse D, Portland OR, 97218-	503-460-4234
OR	Portland	Muan Thang Family LLC	HISSHO Sushi	1090 SE Belmont St Sushi Bar, Portland OR, 97214- 2521	503-236-6302
OR	Portland	Muan Thang Family LLC	HISSHO Sushi	1090 SE Belmont St Sushi Bar, Portland OR, 97214- 2521	503-236-6302
OR	Portland	Robert Chang Khum	HISSHO Sushi	250 NW Lost Springs Ter Sushi BarSte. B, Portland OR, 97229-6402	503-596-3592
OR	Roseburg	Ja Htang Nu	HISSHO Sushi	1539 NE Stephens St, Roseburg OR, 97470-1563	541-957-2540
OR	West Linn	Cherry Mun Ja Marip	HISSHO Sushi	5639 Hood St Sushi BarSte. B, West Linn OR, 97068-	503-594-2901
PA	Aldan	Khin LLC	HISSHO Sushi	539 N Oak Ave Sushi Bar, Aldan PA, 19018	717-240-7629
PA	Allentown	Mi Mah Sein	HISSHO Sushi	3015 W Emaus Ave Sushi Bar, Allentown PA, 18103-	814-237-1828
PA	Allentown	Van Lal Awi	HISSHO Sushi	3070 Tilghman St Sushi Bar, Allentown PA, 18104	717-240-7629
PA	Altoona	Shainism, LLC	HISSHO Sushi	1000 Logan Blvd #108 Sushi Bar, Altoona PA,	717-240-7629
PA	Altoona	Shainism, LLC	HISSHO Sushi	200 E Chestnut Ave Sushi Bar, Altoona PA, 16601	717-240-7629
PA	Altoona	Shainism, LLC	HISSHO Sushi	2032 E Pleasant Valley Rd, Altoona PA, 16602	814-949-2320
PA	Aston	NIANG DON HUAI LLC	HISSHO Sushi	3400 Concord Rd Sushi Bar, Aston PA, 19014-1933	610-497-5375
PA	Bartonsville	Tommy Tun	HISSHO Sushi	3560 Route 611 Sushi BarSuite 105, Bartonsville PA, 18321-9451	570-421-1797
PA	Bellefonte	Sanayma LLC	HISSHO Sushi	2699 Benner Pike, Bellefonte PA, 16823	717.798.42
PA	Bensalem	No Name Given Khantisara	HISSHO Sushi	2721 Street Rd Sushi Bar, Bensalem PA, 19020-2810	215-604-9924
PA	Berwick	7 Dragons LLC	HISSHO Sushi	50 Briar Creek Plaza Sushi Bar, Berwick PA, 18603	717-240-7629
PA	Bethlehem	Bless Sushi LLC	HISSHO Sushi	2174 West Union Blvd, Bethlehem PA, 18018	610-691-4304

PA	Bethlehem	Kelvin Cho	HISSHO Sushi	29 Trembley Dr, Bethlehem PA, 18015-3066	610-758-3000
PA	Bethlehem	Kelvin Cho	HISSHO Sushi	31 Williams Drive Sushi Bar, Bethlehem PA, 18015-	610-758-3000
PA	Bethlehem	Kelvin Cho	HISSHO Sushi	31 Williams Drive, Bethlehem PA, 18015	#N/A
PA	Bethlehem	Sandy Khine Services, LLC	HISSHO Sushi	1125 Monocacy St Sushi Bar, Bethlehem PA, 18018	610-861-1496
PA	Bethlehem	Theint Theint Thu	HISSHO Sushi	2918 Easton Ave Sushi Bar, Bethlehem PA, 18017	717-240-7629
PA	Bethlehem	Van Lal Awi	HISSHO Sushi	3926 Linden St, Bethlehem PA, 18020	610-882-0585
PA	Bloomsburg	7 Dragons LLC	HISSHO Sushi	1000 Scott Town Ctr Sushi Bar, Bloomsburg PA, 17815- 2322	717-240-7629
PA	Blue Bell	Sat Nyi Sett	HISSHO Sushi	1760 Dekalb Pike Sushi BarPO BOX 7200, Blue Bell PA, 19422-3346	610-277-5941
PA	Brookhaven	Zin Nine LLC	HISSHO Sushi	4930 Edgmont Ave Sushi BarPO BOX 7200, Brookhaven PA, 19015-	610-876-6445
PA	Broomall	Zin Nine LLC	HISSHO Sushi	2180 W Chester Pike Sushi Bar, Broomall PA, 19008	610-355-7717
PA	Camp Hill	Sut Jat Aung LLC	HISSHO Sushi	3301 Trindle Rd Sushi Bar, Camp Hill PA, 17011-4413	717-724-1170
PA	Carlisle	Hkanan, LLC	HISSHO Sushi	1149 Harrisburg Pike, Carlisle PA, 17013-1607	888-814-4268
PA	Carlisle	Lahpai Family LLC	HISSHO Sushi	255 S Spring Garden St Sushi Bar, Carlisle PA,	717-249-2323
PA	Carlisle	Zau Mun Aung Marip	HISSHO Sushi	950 Walnut Bottom Rd Sushi BarPO BOX 7200, Carlisle PA, 17015-7636	717-728-2819
PA	Center Valley	Tim Linn	SUSHI WITH GUSTO	3060 Center Valley Parkway, Center Valley PA,	610-798-7474
PA	Chalfont	Aung Win LLC	HISSHO Sushi	4275 County Line Rd Sushi Bar, Chalfont PA, 18914-	215-997-2883
PA	Chambersbur g	THAR THAR 83 LLC	HISSHO Sushi	925 Norland Ave Sushi BarPO BOX 7200, Chambersburg PA, 17201-	610-449-1161
PA	Chambersbur g	THAR THAR 83 LLC	HISSHO Sushi	993 Wayne Ave Sushi Bar, Chambersburg PA, 17201	717-240-7629
PA	Cleona	SUT SUSHI LLC		481 W Penn Ave Sushi BarPO BOX 7200, Cleona PA, 17042-3140	717-240-7629
PA	Collegeville	Lungdam Thupha LLC	SUSHI WITH GUSTO	201 2nd Avenue, Collegeville PA, 19426	#N/A

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PA	Columbia	Rising Sun Sushi LLC		3985 Columbia Ave, Columbia PA, 17512	717-285-4380
PA	Connellsville	No Name Given Candavara LLC	HISSHO Sushi	800 Vanderbilt Rd, Connellsville PA, 15425	724-626-8025
PA	Conshohocke n	Sat Nyi Sett	HISSHO Sushi	10 E Ridge Pike Sushi BarPO BOX 7200, Conshohocken PA, 19428-	610-940-2231
PA	Coopersburg	Kelvin Cho	HISSHO Sushi	216 E Fairmount St Sushi Bar, Coopersburg PA,	717-240-7629
PA	Coplay	Bless Sushi LLC	HISSHO Sushi	202 Chestnut St Sushi BarPO BOX 7200, Coplay	717-240-7629
PA	Cranberry	Ki Tak Nam	SUSHI WITH GUSTO	1197 Freedom Road, Cranberry PA, 16066	724-741-2600
PA	Danville	7 Dragons LLC	HISSHO Sushi	502 Church St, Danville PA, 17821	570-271-0470
PA	Dillsburg	Taison Sushi, LLC	HISSHO Sushi	830 N US 15 Sushi Bar, Dillsburg PA, 17019	717-240-7629
PA	Dover	Tluang Cung	HISSHO Sushi	2130 Palomino Rd Sushi Bar, Dover PA, 17315-3669	717-292-3043
PA	Doylestown	Zahkung Family LLC	HISSHO Sushi	4377 West Swamp Rd Sushi Bar, Doylestown PA, 18902	717-240-7629
PA	Dresher	Aung Seng	ŌUMI sushi	2001 Welsh Rd Sushi Bar, Dresher PA, 19025	267-715-0602
PA	Dubois	Lion Queen LLC	HISSHO Sushi	22 Hoover Ave Sushi Bar, Dubois PA, 15801	717-240-7629
PA	East Stroudsburg	Nyi Nyi Aung	HISSHO Sushi	300 Lincoln Ave Sushi Bar, East Stroudsburg PA, 18301- 2815	717-240-7629
PA	Easton	Kyaw Kyaw Lat	HISSHO Sushi	801 S 25th St Sushi Bar, Easton PA, 18045-5376	717-240-1500
PA	Easton	Nwe Moo, LLC	HISSHO Sushi	301 Town Center Blvd Sushi Bar, Easton PA,	610-559-8770
PA	Elizabethtow n	Ling Nigh	HISSHO Sushi	1278 S Market St Sushi Bar, Elizabethtown PA, 17022- 2843	717-367-1943
PA	Enola	Lahpai Family LLC	HISSHO Sushi	4510 Marketplace Way Sushi Bar, Enola PA, 17025-	717-728-2819
PA	Ephrata	A & Z Sadung LLC	HISSHO Sushi	850 E Main St Sushi BarPO BOX 7200, Ephrata PA, 17522-2562	717-733-6334
PA	Exton	Mun Lian Sang	HISSHO Sushi	141 E Swedesford Rd Sushi Bar, Exton PA, 19341-2334	610-594-0847
PA	Exton	Mung Hau Pau	HISSHO Sushi	168 Eagleview Blvd Sushi Bar, Exton PA, 19341-3012	610-363-0799
PA	Fairless Hills	Minkyina ZD, LLC	HISSHO Sushi	471 Oxford Valley Rd Sushi Bar, Fairless Hills PA,	717-240-7629

PA	Feasterville Trevose	Zin Nine LLC	HISSHO Sushi	176 W Street Rd Sushi Bar, Feasterville Trevose PA, 19053-7817	215-396-3393
PA	Flourtown	Mung Hau Pau	HISSHO Sushi	1874 Bethlehem Pike Sushi Bar, Flourtown PA, 19031- 1504	215-836-4300
PA	Frazer	Ciin Lian Man	HISSHO Sushi	225 Lancaster Ave Sushi BarPO BOX 7200, Frazer PA, 19355	717-240-7629
PA	Gettysburg	Bumsumshi LLC	HISSHO Sushi	44 Natural Springs Rd Sushi Bar, Gettysburg PA, 17325- 7502	717-337-0017
PA	Gilbertsville	M & K Tharboe LLC	HISSHO Sushi	173 Holly Rd Sushi Bar, Gilbertsville PA, 19525-	610-473-3200
PA	Glen Mills	Antony Thang Hlei Ceu Chawn	SUSHI WITH GUSTO	925 Baltimore Pike, Glen Mills PA, 19342	610-358-4091
PA	Greencastle	Bumsumshi LLC	HISSHO Sushi	500 N. Antrim Way Sushi Bar, Greencastle PA, 17225	717-240-7629
PA	Hanover	Lin's Sushi LLC	HISSHO Sushi	455 Eisenhower Dr Sushi BarPO BOX 7200, Hanover PA, 17331	717-240-7629
PA	Hanover	Thang's Sushi LLC	HISSHO Sushi	801 Baltimore St Sushi Bar, Hanover PA, 17331	717-240-7629
PA	Harleysville	Gunhtang LLC	HISSHO Sushi	290 Main St Sushi Bar, Harleysville PA, 19438-	215-256-9533
PA	Harleysville	Sat Nyi Sett	HISSHO Sushi	611 Main St Sushi BarPO BOX 7200, Harleysville PA, 19438	717-240-7629
PA	Harrisburg	Lal Duh Thang	HISSHO Sushi	4211 Union Deposit Rd Sushi BarPO BOX 7200, Harrisburg PA, 17111-2802	717-980-0437
PA	Harrisburg	Samiza Sumlut	HISSHO Sushi	6301 Grayson Rd Sushi Bar, Harrisburg PA, 17111	717-240-7629
PA	Harrisburg	Tartee LLC	HISSHO Sushi	136 Kline Village, Harrisburg PA, 17104	717-909-7306
PA	Harrisburg	Tartee LLC	HISSHO Sushi	5005 Jonestown Rd Sushi BarPO BOX 7200, Harrisburg PA, 17112-2922	717-545-3752
PA	Harrisburg	Teresa H Lasap	HISSHO Sushi	2300 Linglestown Rd Sushi BarPO BOX 7200, Harrisburg PA, 17110-9534	717-545-0489
PA	Hatfield	Pho Ghaw	HISSHO Sushi	1540 Cowpath Rd Sushi BarPO BOX 7200, Hatfield PA, 19440-3182	215-361-4190

PA	Havertown	Zin Nine LLC	HISSHO Sushi	116 W Township Line Rd Sushi BarPO BOX 7200, Havertown PA, 19083-5235	610-449-1161
PA	Hazelton	Ms Mon LLC	HISSHO Sushi	70 S Locust St, Hazelton PA, 18201	570-459-5613
PA	Hellertown	M M Khaing Inc.	HISSHO Sushi	1880 Leithsville Rd Sushi BarPO BOX 7200, Hellertown PA, 18055-2505	610-838-7700
PA	Hershey	Sakse Corporation	HISSHO Sushi	1250 Cocoa Ave Sushi Bar, Hershey PA, 17033-1714	717-312-0725
PA	Horsham	Ye Kyaw Aung	HISSHO Sushi	314 Horsham Rd Sushi Bar, Horsham PA, 19044	717-240-7629
PA	Horsham	Zaw Lum N-Pawt Marip	SUSHI WITH GUSTO	100 Welsh Road, Unit D, Horsham PA, 19044	215-659-9432
PA	Hummelstow n	Siam Family LLC	HISSHO Sushi	277 Hershey Rd Sushi Bar, Hummelstown PA, 17036- 9246	717-256-0050
PA	Huntingdon	Shainism, LLC	HISSHO Sushi	7673 Lake Raystown Sushi Bar, Huntingdon PA, 16652	717-240-7629
PA	Huntingdon Valley	Su Nyi LLC	HISSHO Sushi	737 Huntingdon Pike Sushi Bar, Huntingdon Valley PA, 19006-8362	215-379-5169
PA	Indiana	Kayan Green Hill LLC	HISSHO Sushi	1570 Oakland Ave Sushi Bar, Indiana PA, 15701	717-240-7629
PA	Kennett Square	Be Can Baunee	HISSHO Sushi	350 Scarlet Rd Sushi BarPO BOX 7200, Kennett Square PA, 19348	717-240-7629
PA	Kennett Square	Mung Tung Thang Taithul	HISSHO Sushi	830 E Baltimore Pike Sushi Bar, Kennett Square PA, 19348-1842	610-444-7020
PA	King of Prussia	Zin Nine LLC	HISSHO Sushi	310 S Henderson Rd Sushi Bar, King of Prussia PA, 19406-2408	610-265-1870
PA	Kutztown	Cross Sushi, LLC	HISSHO Sushi	15102 Kutztown Rd Sushi Bar, Kutztown PA, 19530	610-683-3689
PA	Lancaster	ATL International Corp.	HISSHO Sushi	1605 Lititz Pike Sushi Bar, Lancaster PA, 17601-6507	717-299-0391
PA	Lancaster	Joycenu Corp.	HISSHO Sushi	301 Rohrerstown Rd Sushi Bar, Lancaster PA, 17603- 2232	717-397-4717
PA	Lancaster	Kim Kim	HISSHO Sushi	1360 Columbia Ave Sushi Bar, Lancaster PA, 17603- 4700	717-960-1700
PA	Lancaster	Linbin Food Express LLC	HISSHO Sushi	600 College Ave Sushi Bar, Lancaster PA, 17603	#N/A

PA	Lancaster	Linbin Food Express LLC	HISSHO Sushi	600 College Ave Sushi Bar, Lancaster PA, 17603	#N/A
PA	Lancaster	Neam Cing Pau	HISSHO Sushi	106 Willow Valley Sq Sushi Bar, Lancaster PA, 17602- 4855	717-464-2181
PA	Lancaster	Rising Sun Sushi LLC	HISSHO Sushi	550 Centerville Rd Sushi Bar, Lancaster PA, 17601-	717-898-3011
PA	Landsdowne	Khin LLC	HISSHO Sushi	300 E Baltimore Ave Sushi Bar, Landsdowne PA,	610-623-9223
PA	Langhorne	Minkyina ZD, LLC	HISSHO Sushi	168 N Flowers Mill Rd Sushi Bar, Langhorne PA, 19047-1652	215-741-3360
PA	Langhorne	Mung Hau Pau	HISSHO Sushi	3 Doublewoods Rd Sushi Bar, Langhorne PA, 19047-	215-968-0676
PA	Lebanon	Sian Zunn sushi & cuisine LLC	HISSHO Sushi	1750 Quentin Rd Sushi BarPO BOX 7200, Lebanon PA, 17042-7434	717-272-5584
PA	Lebanon	SUT SUSHI LLC	HISSHO Sushi	252 S 4th St Sushi Bar, Lebanon PA, 17042	717-240-7629
PA	Lebanon	SUT SUSHI LLC	HISSHO Sushi	835 Bowman St Sushi Bar, Lebanon PA, 17046-8432	717-240-7629
PA	Lehighton	Htay Family LLC	HISSHO Sushi	1241 Blakeslee Blvd Dr E Sushi BarPO BOX 7200, Lehighton PA, 18235	717-240-7629
PA	Levittown	Lalrem Ruatdika	HISSHO Sushi	4001 New Falls Rd Sushi BarPO BOX 7200, Levittown PA, 19056-3016	215-949-1408
PA	Levittown	Zau Sushi, LLC	SUSHI WITH GUSTO	1361 Lincoln Highway, Levittown PA, 19056	#N/A
PA	Lewisburg	7 Dragons LLC	HISSHO Sushi	224 Hardwood Dr Sushi Bar, Lewisburg PA, 17837-	570-524-9868
PA	Lewisburg	Lin's Sushi LLC	HISSHO Sushi	500 Christy Mathewson Drive, Lewisburg PA,	#N/A
PA	Lititz	Ling Nigh	HISSHO Sushi	1008 Lititz Pike Sushi Bar, Lititz PA, 17543-9328	717-625-0303
PA	Lititz	Mnai Hlieh LLC	HISSHO Sushi	1050 Lititz Pike Sushi Bar, Lititz PA, 17543-9328	717-627-7654
PA	Manchester	Ying Tsu	HISSHO Sushi	205 Glen Dr Sushi Bar, Manchester PA, 17345-	717-545-0489
PA	Maple Glen	Hting Nan Mung Ra	HISSHO Sushi	1925 Norristown Rd, Maple Glen PA, 19002	215-643-4567
PA	Mechanicsbu rg	Brang Di Lamung	HISSHO Sushi	5301 Simpson Ferry Rd Sushi Bar, Mechanicsburg PA, 17050-3544	717-766-6550

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PA	Mechanicsbu rg	Dan Hkawng La	HISSHO Sushi	6560 Carlisle Pike Sushi Bar, Mechanicsburg PA, 17050-8246	717-796-6555
PA	Mechanicsbu rg	Hkanan, LLC	HISSHO Sushi	255 Cumberland Pkwy Sushi Bar, Mechanicsburg PA, 17055-5677	717-591-0979
PA	Middletown	Jin Bum LLC	HISSHO Sushi	450 E Main St Sushi Bar, Middletown PA, 17057-	717-948-1607
PA	Morrisville	Mung Hau Pau	HISSHO Sushi	833 W Trenton Ave Sushi Bar, Morrisville PA, 19067	717-240-7629
PA	Mount Joy	Mnai Hlieh LLC		945 E Main St Sushi Bar, Mount Joy PA, 17552	717-626-4771 Ex.7205
PA	Mount Joy	Ya Li Na Naw		789 E Main St Sushi Bar, Mount Joy PA, 17552-9510	717-653-0396
PA	Mount Lebanon	No Name Given Candavara LLC	SUSHI WITH GUSTO	1551 Washington Road, Mount Lebanon PA, 15228	412-831-5601
PA	Nazareth	Tommy Tun	HISSHO Sushi	859 Nazareth Pike Sushi Bar, Nazareth PA, 18064-	610-759-7213
PA	New Britain	Van Nei Thang	HISSHO Sushi	200 Town Center Sushi Bar, New Britain PA, 18901	717-240-7629
PA	New Cumberland	Agatha Maran Lahpai	HISSHO Sushi	130 Old York Rd Sushi Bar, New Cumberland PA, 17070-2443	717-240-7629
PA	New Hope	Aung Win LLC	HISSHO Sushi	6542 Lower York Rd Sushi Bar, New Hope PA, 18938- 1811	215-862-9061
PA	Newtown Square	Zin Nine LLC	HISSHO Sushi	4855 West Chester Pike Sushi Bar, Newtown Square PA, 19073	717-240-7629
PA	Norristown	UMAI SUSHI LLC	SUSHI WITH GUSTO	2850 Audubon Village Dr, Norristown PA, 19403	484-277-2410
PA	Norristown	Zin Nine LLC	HISSHO Sushi	2670 Egypt Rd Sushi Bar, Norristown PA, 19403-2302	610-631-8130
PA	North Wales	Hting Nan Mung Ra		1201 Knapp Rd Sushi Bar, North Wales PA, 19454-	215-661-1025
PA	Perkasie	Wah Wah LLC	HISSHO Sushi	1153 N 5th St Sushi BarPO BOX 7200, Perkasie PA, 18944	215-257-8200
PA	Philadelphia	Biak Thiang, LLC	HISSHO Sushi	1403 S Christopher Columbus Blvd Sushi BarPO BOX 7200,	717-240-7629
PA	Philadelphia	Cung Lian	HISSHO Sushi	3900 Woodland Ave, Philadelphia PA, 19104-	215-823-5107
PA	Philadelphia	Kum Htoi Lasham	SUSHI WITH GUSTO	8208 Germantown Ave Ste 18, Philadelphia PA, 19118	215-248-9180

PA	Philadelphia	Lal Ro Zami	HISSHO Sushi	1002 N 2nd St Sushi Bar, Philadelphia PA, 19123-	215-923-3919
PA	Philadelphia	Lal Ro Zami	HISSHO Sushi	1002 N 2nd St Sushi Bar, Philadelphia PA, 19123-	215-923-3919
PA	Philadelphia	No Name Given Khantisara	HISSHO Sushi	2550 Grant Ave Sushi Bar, Philadelphia PA, 19114-	215-464-8280
PA	Philadelphia	PuiPui LLC	ŌUMI sushi	1000 S Broad St Sushi Bar, Philadelphia PA, 19146-	215-606-2400
PA	Philadelphia	PuiPui LLC	HISSHO Sushi	2303 Bainbridge Street Sushi Bar, Philadelphia PA,	215-875-8305
PA	Philadelphia	TOPA NANG LO IN LLC	HISSHO Sushi	10001 S Broad Street, Philadelphia PA, 19147	215-218-2038
PA	Philadelphia	TOPA NANG LO IN LLC	HISSHO Sushi	510 N. Broad St Suite 101, Philadelphia PA, 19130	215-523-6277
PA	Philadelphia	Tun Wai	HISSHO Sushi	7300 Bustleton Ave Sushi Bar, Philadelphia PA,	717-240-7629
PA	Philadelphia	USA KHUAHRANG LLC	HISSHO Sushi	60 N 23rd St Sushi Bar, Philadelphia PA, 19103	717-240-7629
PA	Philadelphia	USA KHUAHRANG LLC	HISSHO Sushi	60 N 23rd St Sushi Bar, Philadelphia PA, 19103	717-240-7629
PA	Philadelphia	ZarZo Lian	HISSHO Sushi	3401 Chestnut St Sushi Bar, Philadelphia PA, 19104-	445-888-3022
PA	Philadelphia (Quartermast er)	Ciin Lian Man	ŌUMI sushi	2370 W Oregon Ave, Philadelphia (Quartermaster) PA, 19145-	267-539-9365
PA	Philadelphia (Roosevelt Mall)	Pau Tuang LLC	ŌUMI sushi	2327 Cottman Ave Ste 9, Philadelphia (Roosevelt Mall) PA, 19149 -1008	267-691-0076
PA	Phoenixville	San Kyaw Htun	HISSHO Sushi	700 Nutt Rd Sushi Bar, Phoenixville PA, 19460-	610-917-9086
PA	Pittsburgh	Hla Myat Swar	HISSHO Sushi	1 University Drive C, Pittsburgh PA, 15240-1000	412-688-6580
PA	Pittsburgh	Hla Myat Swar	HISSHO Sushi	1010 Delafield Rd, Pittsburgh PA, 15106	#N/A
PA	Plumsteadvill e	Van Nei Thang	HISSHO Sushi	5858 Easton Rd Sushi Bar, Plumsteadville PA, 18902	215-766-8665
PA	Plymouth Meeting	Mung Hau Pau	HISSHO Sushi	2450 Chemical Rd Sushi Bar, Plymouth Meeting PA, 19462-1727	610-941-5448
PA	Pottstown	Bawi Cung Nung	HISSHO Sushi	86 Glocker Way Sushi Bar, Pottstown PA, 19465	717-240-7629
PA	Pottsville	G CHANG LLC	HISSHO Sushi	1544 Route 61 Hwy S#6100, Pottsville PA,	570-385-4273
PA	Quakertown	Pho Ghaw	HISSHO Sushi	1465 W Broad St Sushi BarPO BOX 7200, Quakertown PA, 18951	717-240-7629

PA	Quakertown	Pho Ghaw	HISSHO Sushi	901 S West End Blvd Sushi BarPO BOX 7200, Quakertown PA, 18951	717-240-7629
PA	Quarryville	Pacific Pearl Sushi LLC	HISSHO Sushi	100 Townsedge Dr Sushi Bar, Quarryville PA, 17566-	717-240-7629
PA	Quarryville	Pacific Pearl Sushi LLC		35 Friendly Dr Sushi Bar, Quarryville PA, 17566-9804	717-284-4147
PA	Reading	Aung Zawlin	HISSHO Sushi	4655 Perkiomen Ave Sushi Bar, Reading PA, 19606-	610-406-9640
PA	Reading	Gindai LLC	HISSHO Sushi	2641 Shillington Rd Sushi Bar, Reading PA, 19608-	610-678-3286
PA	Reading	Zai Wa LLC	HISSHO Sushi	600 E Lancaster Ave Sushi Bar, Reading PA, 19607-	610-775-5015
PA	Red Lion	Zupra, LLC	HISSHO Sushi	3175 Cape Horn Rd Sushi BarPO BOX 7200, Red Lion PA, 17356-8806	717-246-7478
PA	Richboro	Trust Blend LLC	HISSHO Sushi	1025 2nd Street Pike, Richboro PA, 18954	717-240-7629
PA	Roslyn	Su Nyi LLC	HISSHO Sushi	2350 Susquehanna Rd Sushi Bar, Roslyn PA, 19001-	215-881-2100
PA	Royersford	Win Myint Moe	HISSHO Sushi	1824 E Ridge Pike Sushi BarSuite 104, Royersford PA, 19468-2884	610-831-5450
PA	Royersford	Win Myint Moe	HISSHO Sushi	967 S Township Line Rd Sushi Bar, Royersford PA, 19468-1823	610-792-9950
PA	Saint Davids	Zin Nine LLC	HISSHO Sushi	550 E Lancaster Ave Sushi Bar, Saint Davids PA, 19087-5044	610-989-0781
PA	Selinsgrove	7 Dragons LLC		330 Marketplace Blvd, Selinsgrove PA, 17870	570-743-0106
PA	Shippensburg	THAR THAR 83 LLC	HISSHO Sushi	397 Baltimore Rd Sushi Bar, Shippensburg PA,	717-532-7515
PA	Shrewsbury	Thu Yein Tun Tun	HISSHO Sushi	14635 Mount Airy Rd Sushi Bar, Shrewsbury PA, 17361- 1433	717-227-9420
PA	Souderton	Wah Wah LLC		760 Route 113 Sushi Bar, Souderton PA, 18964-1004	215-703-0580
PA	Southampton	Theint Theint Thu		466 2ND Street Pike Sushi Bar, Southampton PA, 18966-3803	215-357-5324
PA	Spring House	Sat Nyi Sett	HISSHO Sushi	1121 Bethlehem Pike Sushi BarPO BOX 7200, Spring House PA, 19477-1102	215-283-4585
PA	Springfield	Su Thadar Family LLC	HISSHO Sushi	721 W Sproul Rd Sushi Bar, Springfield PA, 19064-	610-328-0029

PA	Springfield	Than Htay	HISSHO Sushi	950 Baltimore Pike Sushi BarPO BOX 7200, Springfield PA, 19064-2855	610-604-1570
PA	State College	Kyaw Mang	HISSHO Sushi	2121 S Atherton St Sushi Bar, State College PA,	717-240-7629
PA	State College	Sanayma LLC	HISSHO Sushi	255 Northland Ctr Sushi Bar, State College PA,	814-237-1828
PA	Stowe	Bwe Grace Limited Liability Company	HISSHO Sushi	180 Upland Sq Dr Sushi Bar, Stowe PA, 19464-9432	717-545-0489
PA	Swarthmore	John Lathaw	SHIZEN	341 Dartmouth Avenue, Swarthmore PA, 19081	610-543-9805
PA	Temple	Sian Zunn sushi & cuisine LLC		4320 5TH Street Hwy Sushi Bar, Temple PA, 19560-	267-885-0920
PA	Thorndale	Saw Garlett Moo		3477 Lincoln Hwy Sushi Bar, Thorndale PA, 19372-	610-383-5460
PA	Trexlertown	Gig Sushi Inc	HISSHO Sushi	7150 Hamilton Blvd Sushi Bar, Trexlertown PA, 18087- 9725	610-391-0152
PA	Walnutport	Htay Family LLC	HISSHO Sushi	300 S Best Ave Sushi BarPO BOX 7200, Walnutport PA, 18088-1242	717-240-7629
PA	Warminster	Ye Kyaw Aung	HISSHO Sushi	720 Street Rd Sushi Bar, Warminster PA, 18974	215-674-4607
PA	Warrington	Theint Theint Thu	HISSHO Sushi	1661 Easton Rd Sushi BarPO BOX 7200, Warrington PA, 18976-	717-240-7629
PA	Waynesboro	Bumsumshi LLC	HISSHO Sushi	708 E Main St Sushi BarPO BOX 7200, Waynesboro PA, 17268	717-240-7629
PA	West Chester	Ciin Lian Man	HISSHO Sushi	1502 W Chester Pike Sushi Bar, West Chester PA, 19382-7705	610-241-1867
PA	West Chester	Rang Lawn	HISSHO Sushi	698 Downingtown Pike Sushi BarPO BOX 7200, West Chester PA, 19380-	610-430-7150
PA	West Chester	Saw Kyaw Lin	HISSHO Sushi	1375 E Boot Rd Sushi Bar, West Chester PA, 19380-	610-344-3050
PA	West Chester	Suan Lam Pau	HISSHO Sushi	1393 Dilworthtown Xing Sushi Bar, West Chester PA, 19382-8267	610-431-2351
PA	West Grove	Sai Kham Pang	HISSHO Sushi	849 W Baltimore Pike Sushi BarPO BOX 7200, West Grove PA, 19390-9189	610-345-0183
PA	West Lawn	Gindai LLC	HISSHO Sushi	2104 Van Reed Rd Sushi BarPO BOX 7200, West Lawn PA, 19609-1163	610-670-4713

PA	Whitehall	Mi Mah Sein	HISSHO Sushi	2651 MacArthur Rd Sushi Bar, Whitehall PA, 18052	717-240-7629
PA	Willow Grove	Ye Kyaw Aung	HISSHO Sushi	315 York Rd Sushi Bar, Willow Grove PA, 19090	717-240-7629
PA	Wind Gap	Tommy Tun	HISSHO Sushi	837 Male Rd Sushi Bar, Wind Gap PA, 18091	717-240-7629
PA	Wynnewood	Mohamad Sushi, LLC	HISSHO Sushi	50 E. Wynnewood Rd Sushi Bar, Wynnewood PA,	610-642-5206
PA	Wynnewood	Mohamad Sushi, LLC	HISSHO Sushi	50 E. Wynnewood Rd Sushi BarPO BOX 7200, Wynnewood PA, 19096	610-642-5206
PA	Wyomissing	Mnai Hlieh LLC	SUSHI WITH GUSTO	1149 Berkshire Blvd, Wyomissing PA, 19610	610-914-6100
PA	Yardley	Mung Hau Pau	HISSHO Sushi	700 Stony Hill Rd Sushi Bar, Yardley PA, 19067-	215-493-3540
PA	York	HKASHU HKASHA LLC	HISSHO Sushi	275 Pauline Dr Sushi Bar, York PA, 17402-4639	717-741-5332
PA	York	Ja Sut Jat LLC	HISSHO Sushi	2415 E Market St Sushi Bar, York PA, 17402-2402	717-755-0991
PA	York	Saw Thein Maran	HISSHO Sushi	1255 Carlisle Rd Sushi Bar, York PA, 17404-4933	717-718-1884
PA	York	Zupra, LLC	ŌUMI sushi	351 Loucks Rd Ste C-1, York PA, 17404-1740	717-415-3871
PA	York	Zupra, LLC	HISSHO Sushi	441 Country Club Dr, York PA, 17402	717-815-6620
PA	York	Zupra, LLC	HISSHO Sushi	441 Country Club Dr, York PA, 17402	717-815-6620
PA	York	Zupra, LLC	HISSHO Sushi	441 Country Club Dr, York PA, 17402	717-815-6620
RI	Bristol	Maung Maung San	HISSHO Sushi	605 Metacom Ave, Bristol RI, 2809	401-254-2525
RI	Cranston	Thet Lwin	HISSHO Sushi	275 Warwick Ave, Cranston RI, 02905-2515	401-941-6100
RI	Cranston	Yuyu Sint Aung	HISSHO Sushi	200 Atwood Ave, Cranston RI, 02920-4053	401-944-6300
RI	Greenville	Yuyu Sint Aung	HISSHO Sushi	446 Putnam Pike, Greenville RI, 2828	401-949-4800
RI	Lincoln	Yuyu Sint Aung	HISSHO Sushi	622 George Washington HWY, Lincoln RI, 2865	401-334-6006
RI	Middletown	Bawi Za Kham	HISSHO Sushi	1360 N Main Rd, Middletown RI, 2842	401-849-5510
RI	Narragansett	Grand Duke Sushi LLC	HISSHO Sushi	91 Point Judith Rd, Narragansett RI, 02882-	401-783-9614
RI	Newport	Bawi Za Kham	HISSHO Sushi	100 JT Connell HWY, Newport RI, 2840	401-845-2220

RI	Newport	Bawi Za Kham	HISSHO Sushi	250 Bellevue Ave, Newport	401-848-7200
	•			RI, 2840	
RI	North Kingstown	KYL Sushi LLC	HISSHO Sushi	90 Frenchtown Rd, North Kingstown RI, 02852-1758	401-884-9400
RI	North Providence	Oak Family LLC	HISSHO Sushi	1128 Mineral Spring Ave, North Providence RI, 2908	401-727-3400
RI	North Smithfield	Yuyu Sint Aung	HISSHO Sushi	595 Smithfield Rd, North Smithfield RI, 2896	401-769-0112
RI	Pawtucket	Thet Lwin	HISSHO Sushi	368 Cottage St # 398 7th Floor, Pawtucket RI, 02861- 1604	401-721-9821
RI	Providence	Min Nyein Naing	SUSHI WITH GUSTO	2 College St, Providence RI, 2903	401-454-6781
RI	Providence	Thet Lwin	HISSHO Sushi	333 W River St, Providence RI, 02904-2610	401-861-9300
RI	Warwick	KYL Sushi LLC	HISSHO Sushi	2470 Warwick Ave, Warwick RI, 02889-4263	401-732-4616
RI	Warwick	Oak Family LLC	HISSHO Sushi	300 Quaker Ln 7th Floor, Warwick RI, 02886-0159	401-828-9360
RI	Warwick	Oak Family LLC	HISSHO Sushi	575 Greenwich Ave, Warwick RI, 02886-1814	401-739-1696
SC	Aiken	K T Hlawn	SUSHI WITH GUSTO	1400 Whiskey Road, Aiken SC, 29803	803-649-7600
SC	Aiken	K T Hlawn	HISSHO Sushi	2940 Whiskey Road, Aiken SC, 29803	803-335-0749
SC	Chapin	Lal Sawm LLC	HISSHO Sushi	1419 Chapin Rd, Chapin SC, 29036	803-945-9235
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	160 Calhoun St., Charleston SC, 29401	#N/A
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	169 Calhoun St, Charleston SC, 29401	#N/A
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	25 St Philip St, Charleston SC, 29424	#N/A
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	30 St Philip St, Charleston SC, 29424	#N/A
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	71 George St, Charleston SC, 29424	#N/A
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	71 George Street, Charleston SC, 29424	#N/A
SC	Charleston	Hla Myo Swe	HISSHO Sushi	3125 Bees Ferry Rd Suite 200, Charleston SC, 29414	843-766-3360
SC	Charleston	Khai Sushi LLC	HISSHO Sushi	109 Bee Street, Charleston SC, 29401	843-577-5011
SC	Charleston	Khai Sushi LLC	HISSHO Sushi	109 Bee Street, Charleston SC, 29401	843-577-5011

SC	Columbia	D & S Sushi, LLC	SUSHI WITH	4840 Forest Drive,	803-782-9100
		,	GUSTO	Columbia SC, 29206	
SC	Columbia	Htoo Family LLC	HISSHO Sushi	1315 Whaley Street, Columbia SC, 29205	#N/A
SC	Columbia	Htoo Family LLC	HISSHO Sushi	1400 Greene St, Columbia SC, 29208	803-777-1708
SC	Columbia	Htoo Family LLC	HISSHO Sushi	1400 Greene St, Columbia SC, 29208	803-777-1708
SC	Columbia	HupLian LLC	HISSHO Sushi	9003 Two Notch Road, Columbia SC, 29223	803-462-2001
SC	Columbia	Lanung Sinwa Awng	SUSHI WITH GUSTO	10286 Two Notch Rd, Columbia SC, 29229	803-699-5110
SC	Columbia	Leng Al LLC	HISSHO Sushi	4711 Forest Dr Suite 200, Columbia SC, 29206-3125	803-638-4611
SC	Columbia	Olive Sushi LLC		6439 Garners Ferry Rd, Columbia SC, 29209-1638	803-776-4000
SC	Columbia	Reu Ben	HISSHO Sushi	120 Forum Dr Suite 200, Columbia SC, 29229	803-699-8332
SC	Columbia	Reu Ben	HISSHO Sushi	5 Richland Medical Park Drive, Columbia SC, 29203	803-315-1059
SC	Florence	Chin Matu LLC		1945 W Palmetto St, Florence SC, 29501	843-773-3474
SC	Florence	Kaw Thoo Lei LLC	HISSHO Sushi	500 Pamplico Hwy., Florence SC, 29505	843-292-1505
SC	Greenville	Alrose Sushi, LLC	SUSHI WITH GUSTO	27 South Pleasantburg Drive Su, Greenville SC,	864-242-9616
SC	Greenville	Ben Lalsawm Lian	HISSHO Sushi	3619 Pelham Rd Suite 200, Greenville SC, 29615	864-288-4162
SC	Greenville	Biak Tluang	HISSHO Sushi	1 St Francis Drive, Greenville SC, 29601	512-478-1888
SC	Greenville	Biak Tluang	HISSHO Sushi	125 Commonwealth Dr, Greenville SC, 29615	#N/A
SC	Greenville	CLH SUSHI Inc	SUSHI WITH GUSTO	3300 Poinsett Highway, Greenville SC, 29613	864-294-2135
SC	Greenville	J & C Family LLC	SUSHI WITH GUSTO	1601 Woodruff Road Unit E, Greenville SC, 29607	864-987-0994
SC	Greenville	LJ Mang Family LLC	ŌUMI sushi	2435 E North St Ste 1106, Greenville SC, 29615-1442	864-914-3148
SC	Greenville	Thian Dong LLC	HISSHO Sushi	701 Grove Rd, Greenville SC, 29605	#N/A
SC	Greer	Ben Lalsawm Lian	HISSHO Sushi	850 E Suber Rd Suite 200, Greer SC, 29650-4680	864-848-9666
SC	Hanahan	Hla Myo Swe	HISSHO Sushi	1000 Tanner Ford Blvd Suite 200, Hanahan SC,	843-553-4077

SC	Hartsville	SUSHI FACTORY LLC	HISSHO Sushi	819 W Carolina Ave, Hartsville SC, 29550	843-332-1922
SC	Hilton Head	Philip Lia Si	SUSHI WITH GUSTO	890 William Hilton Pkwy 110, Hilton Head SC, 29928	843-842-8332
SC	Lexington	L KAH LLC		Lexington SC, 29072-9259	803-785-5590
SC	Lexington	Tum Bik	HISSHO Sushi	2440 Augusta Hwy Suite 200, Lexington SC, 29072-	803-785-6510
SC	Little River	H & J Sushi LLC	HISSHO Sushi	111 Pavilion Drive, Suite #10, Little River SC, 29566	843-280-7101
SC	Little River	Suu Yee Wint	HISSHO Sushi	77 S. Hwy 57, Little River SC, 29566	843-399-1435
SC	Mount Pleasant	J&P Sushi LLC	HISSHO Sushi	2110 SC Highway 41 Suite 200, Mount Pleasant SC, 29466	843-216-0860
SC	Murrells Inlet	Perkasa LLC	HISSHO Sushi	11903 Hwy 707, Murrells Inlet SC, 29576	843-651-1665
SC	Myrtle Beach	Imelda Marbil LLC	HISSHO Sushi	9616 HWY 707, Myrtle Beach SC, 29588	843-650-1270
SC	Myrtle Beach	Perkasa LLC	HISSHO Sushi	1241 38th Avenue N, Myrtle Beach SC, 29577	(843) 626-7400
SC	Myrtle Beach	Perkasa LLC	HISSHO Sushi	1399 S. Commons Drive, Myrtle Beach SC, 29588	843-650-0601
SC	Myrtle Beach	Perkasa LLC	HISSHO Sushi	3501 Belle Terre Blvd., Myrtle Beach SC, 29579	843-236-5891
SC	Myrtle Beach	Perkasa LLC	HISSHO Sushi	4030 River Oaks Drive, Myrtle Beach SC, 29579	843-236-2558
SC	Myrtle Beach	Suu Yee Wint	SUSHI WITH GUSTO	7747 North Kings Highway, Myrtle Beach SC, 29572	843-945-4652
SC	Myrtle Beach	WNN Enterprise LLC	HISSHO Sushi	215 Fresh Drive, Myrtle Beach SC, 29579	843-236-6555
SC	North Myrtle Beach	Perkasa LLC	HISSHO Sushi	3924 Highway 17 S, North Myrtle Beach SC, 29582	843-663-1516
SC	Orangeburg	Tluang Lian Ceu	HISSHO Sushi	300 College Ave, Orangeburg SC, 29115-	803-536-7000
SC	Orangeburg	Tluang Lian Ceu	HISSHO Sushi	300 College Ave, Orangeburg SC, 29115-	803-536-7000
SC	Pawleys Island	BDTH LLC	HISSHO Sushi	115 Willbrook Blvd, Pawleys Island SC, 29585	843-235-9754
SC	Pawleys Island	BDTH LLC	HISSHO Sushi	9160 Ocean Highway, Pawleys Island SC, 29585	843-235-3007
SC	Pawley's Island	Patricia's Kitchen Sushi & Asian Cuisine, LLC	SUSHI WITH GUSTO	11421A Ocean Highway, Pawley's Island SC, 29585	843-235-3467
SC	Pelzer	Pelzercung, LLC	HISSHO Sushi	330 Lebby St, Pelzer SC, 29669	864-947-9214

SC	Rock Hill	Pele Phyu	HISSHO Sushi	2020 Alumni Dr, Rock Hill SC, 29733-0001	463-230-4534
SC	Rock Hill	Pele Phyu	HISSHO Sushi	2020 Alumni Dr, Rock Hill SC, 29733-0001	803-323-2211
SC	Simpsonville	LJ Mang Family LLC	ŌUMI sushi	2200 Woodruff Rd Sushi Bar, Simpsonville SC,	864-757-3240
SC	Simpsonville	Van Rem Cang	HISSHO Sushi	2815 Woodruff Rd Suite 200, Simpsonville SC,	864-234-6842
SC	Spartanburg	LJ Mang Family LLC	SUSHI WITH GUSTO	429 N Chruch Street, Spartanburg SC, 29303	864-597-4000
SC	Spartanburg	SUNTHANG FAMILY LLC	HISSHO Sushi	150 Gramling Drive, Spartanburg SC, 29303	#N/A
SC	Spartanburg	SUNTHANG FAMILY LLC	HISSHO Sushi	160 Gramling Drive (Horace C. Smith Building), Spartanburg SC, 29303	#N/A
SC	Spartanburg	SUNTHANG FAMILY LLC	HISSHO Sushi	300 N Campus Blvd, Spartanburg SC, 29303	#N/A
SC	Spartanburg	Suu Myat LLC	SUSHI WITH GUSTO	1200 East Main Street, Spartanburg SC, 29307	864-573-6527
SC	Summerville	Cung Te	HISSHO Sushi	2915 W. 5th North Street, Summerville SC, 29483	843-851-7353
SC	Summerville	Hla Myo Swe	HISSHO Sushi	10048 Dorchester Rd Suite 200, Summerville SC, 29485-8556	843-285-8967
SC	Summerville	Kyaw Win Naing Maung	HISSHO Sushi	1625 N Main St Ste 108, Summerville SC, 29483	843-875-2880
SC	Surfside Beach	Perkasa LLC	HISSHO Sushi	1610 Highway 17 S, Surfside Beach SC, 29575	843-650-4523
SD	Brookings	Zing & Thang Familys LLC	HISSHO Sushi	1441 Stadium Road, Brookings SD, 57007	#N/A
SD	Brookings	Zing & Thang Familys LLC	HISSHO Sushi	1441 Stadium Road, Brookings SD, 57007	#N/A
SD	Brookings	Zing & Thang Familys LLC	HISSHO Sushi	1441 Stadium Road, Brookings SD, 57007	#N/A
ΓN	Brentwood	SIAN SIAM LLC	SUSHI WITH GUSTO	235 Franklin Road, Brentwood TN, 37027	615-373-9402
ΓΝ	Chattanooga	Bungshi Inc	SUSHI WITH GUSTO	2288 Gunbarrel Road Suite 124, Chattanooga TN,	423-499-4223
ΓN	Farragut	Job Lian	SUSHI WITH GUSTO	11535 Kingston Pike, Farragut TN, 37934	865-671-3377
ΓN	Franklin	Khai Kim	ŌUMI sushi	1010 Murfreesboro Rd Sushi BarSuite 194, Franklin TN, 37064-3000	615-567-0191
ΓN	Germantown	Christine Run Hoang	SUSHI WITH GUSTO	9375 Poplar Avenue, Germantown TN, 38138	901-737-5759

TN	Germantown	Waing Maw Tai Ilc	ŌUMI sushi	3150 Village Shops Dr Sushi Bar, Germantown TN, 38138-7918	901-259-7020
TN	Johnson City	Linbin Food Express LLC	HISSHO Sushi	1276 Gilbreath Dr Sushi Bar, Johnson City TN,	#N/A
TN	Johnson City	Linbin Food Express LLC	HISSHO Sushi	1276 Gilbreath Dr Sushi Bar, Johnson City TN,	#N/A
TN	Johnson City	Linbin Food Express LLC	HISSHO Sushi	412 JL Seehorn Jr Dr, Johnson City TN, 37614	#N/A
TN	Johnson City	Simon & Maria LLC	SUSHI WITH GUSTO	421 NState of Franklin Road, Johnson City TN,	432-232-1555
TN	Knoxville	Blessed Family LLC	HISSHO Sushi	1924 Alcoa Hwy, Knoxville TN, 37920-1511	865-305-9188
TN	Knoxville	Ram Ceu Thang	SUSHI WITH GUSTO	4475 Kingston Pike, Knoxville TN, 37919	865-584-8699
TN	Martin	MH Aung LLC	HISSHO Sushi	133 Boiling University Center Sushi Bar, Martin TN, 38238-0001	731-881-7000
TN	Martin	MH Aung LLC	HISSHO Sushi	133 Boiling University Center, Martin TN, 38238-	731-881-7000
TN	Memphis	Seng Pan Lu	SUSHI WITH GUSTO	2145 Union Ave Ste 110, Memphis TN, 38104	901-726-5263
TN	Memphis	Seng Pan Lu	SUSHI WITH GUSTO	835 S White Station Road, Memphis TN, 38117	901-682-3434
TN	Memphis	Thu Yein Soe	HISSHO Sushi	1265 Union Ave., Memphis TN, 38104	#N/A
TN	Memphis	Thu Yein Soe	HISSHO Sushi	6019 Walnut Grove Rd, Memphis TN, 38120	901-297-0619
TN	Memphis	Thu Yein Soe	HISSHO Sushi	6225 Humphreys Boulevard, Memphis TN, 38120	#N/A
TN	Memphis	Waing Maw Tai llc	HISSHO Sushi	50 N Dunlap St, Memphis TN, 38103	#N/A
TN	Murfreesboro	Pau Kap	ŌUMI sushi	143 Wendelwood Dr Sushi Bar, Murfreesboro TN, 37129-3174	615-486-6081
TN	Nashville	Dim Biak Lun	HISSHO Sushi	1501 Wedgewood Ave Sushi Bar, Nashville TN, 37212-3758	615-460-6000
TN	Nashville	Dim Biak Lun	HISSHO Sushi	1501 Wedgewood Ave Sushi Bar, Nashville TN, 37212-3758	615-460-6000

TN	Nashville	Dim Biak Lun	HISSHO Sushi	1501 Wedgewood Ave Sushi Bar, Nashville TN, 37212-3758	615-460-6000
TN	Nashville	KSL SUSHI LLC	SHIZEN	321 12th Ave South, Nashville TN, 37203	615-248-2000
TN	Nashville	KSL SUSHI LLC	SHIZEN	5001 Charlotte Ave, Nashville TN, 37209	615-678-7918
TN	Nashville	KSL SUSHI LLC	SHIZEN	701 Woodland St, Nashville TN, 37206	615-650-3600
TN	Nashville	Linbin Food Express LLC	HISSHO Sushi	1161 21st Avenue South Sushi Bar, Nashville TN, 37232-0028	615-343-2342
TN	Nashville	Linbin Food Express LLC	HISSHO Sushi	1161 21st Avenue South, Nashville TN, 37232-0028	615-343-2342
TN	Nashville	Linbin Food Express LLC	HISSHO Sushi	1211 Medical Center Dr Sushi Bar, Nashville TN, 37232-0028	615-343-2342
TN	Nashville	Linbin Food Express LLC	HISSHO Sushi	2200 Children's Way Sushi Bar, Nashville TN, 37232- 0028	615-343-2342
TN	Nashville	Pum Do Thang	HISSHO Sushi	1310 24th Ave S, Nashville TN, 37212-2637	615-327-5301
TN	Nashville	TAI HOUSE LLC	ŌUMI sushi	5821 Nolensville Pike, Nashville TN, 37211 - 6808	629-736-3268
TN	Nashville	Tun Sian Muang	ŌUMI sushi	7620 Highway 70 S Sushi Bar, Nashville TN, 37221-	615-209-7940
TX	Allen	Ezekiel Hre Thang Bik	ŌUMI sushi	1265 W Exchange Pkwy Sushi Bar, Allen TX, 75013-	972-521-0057
TX	Allen	Ngun Lian Sang	HISSHO Sushi	150 E Stacy Rd, Allen TX, 75002-8756	469-342-2004
TX	Amarillo	Ruth Bor LLC	Ibasho	1600 Wallace Blvd, Amarillo TX, 79106	#N/A
TX	Arlington	Cuai Iang	ŌUMI sushi	5711 W Interstate 20 Sushi Bar, Arlington TX, 76017- 1142	682-587-0086
TX	Arlington	Hre Bik Ceu	HISSHO Sushi	1600 W Arbrook Blvd, Arlington TX, 76015-4107	817-557-2177
TX	Austin	Sam Then	ŌUMI sushi	1201 Barbara Jordan Blvd, Bldg #700, Austin TX,	737-301-5648
TX	Austin	Sam Then	ŌUMI sushi	6920 Menchaca Rd Sushi Bar, Austin TX, 78745-	512-687-2204
TX	Austin	Sian Piak LLC	ŌUMI sushi	10225 Research Blvd. #1000, Austin TX, 78759	512-225-9101
TX	Carrollton	Nostimo Sushi LLC	ŌUMI sushi	1745 E Hebron Pkwy Sushi BarSuite 200, Carrollton TX, 75010-2143	972-428-5785

TX	Cedar Hill	Van Chum	ŌUMI sushi	362 East FM 1382, Cedar Hill TX, 75104	972-637-5108
TX	Cedar Hill	Wangbor Sushi LLC	HISSHO Sushi	739 N Highway 67, Cedar Hill TX, 75104	972-291-6149
TX	Cedar Park	Sam Then	HISSHO Sushi	1101 C Bar Ranch, Cedar Park TX, 78613	512-456-2933
TX	Cedar Park	Sian Piak LLC	ŌUMI sushi	1530 Cypress Creek Rd Sushi Bar, Cedar Park TX, 78613-3608	512-279-8312
TX	Coppell	Nostimo Sushi LLC	ŌUMI sushi	110 W Sandy Lake Rd Sushi BarSuite 180, Coppell TX, 75019-2015	972-350-8051
TX	Dallas	Dau Hkawng	HISSHO Sushi	4500 S Lancaster Rd, Dallas TX, 75216-7167	214-857-0967
TX	Dallas	H & W Aung LLC	ŌUMI sushi	17795 Dallas Parkway, Dallas TX, 75287-7316	469-865-1876
TX	Dallas	Lai Bistro LLC	HISSHO Sushi	6419 Skillman St, Dallas TX, 75231-7109	214-348-0240
TX	Dallas	MARAN'S SUSHI LLC	HISSHO Sushi	16731 Coit Rd, Dallas TX, 75248	214-775-0206
TX	Dallas	PUKII SUSHI LLC	ŌUMI sushi	6465 E Mockingbird Ln., Ste 322, Dallas TX, 75214	945-219-3141
TX	Dallas	Rising Sushi LLC	ŌUMI sushi	7110 Skillman St Sushi Bar, Dallas TX, 75231-5652	469-210-8166
TX	Dallas	Ro Sung Hniang	HISSHO Sushi	5323 Harry Hines Blvd, Dallas TX, 75390	#N/A
TX	Dallas	Ro Sung Hniang	HISSHO Sushi	6001 Forest Park Rd, Dallas TX, 75235	#N/A
TX	Dallas	Shalom Family, LLC	ŌUMI sushi	11722 Marsh Ln Sushi Bar, Dallas TX, 75229-2600	214-350-0574
TX	Dallas	Shalom Family, LLC	ŌUMI sushi	1800 N Henderson Ave Sushi Bar, Dallas TX,	214-826-2937
TX	Denton	Josuah Masbawi Thang	HISSHO Sushi	1801 S Loop 288, Denton TX, 76205-4801	940-220-2122
TX	Denton	Mercy Iang	ŌUMI sushi	4930 Teasley Ln Sushi Bar, Denton TX, 76210-3801	940-999-2263
TX	El Paso	Lily Ca Hlei Tial	HISSHO Sushi	1874 Joe Battle Blvd, El Paso TX, 79936-0962	915-849-5010
TX	El Paso	Luis Antonio Lozano Luna	HISSHO Sushi	500 W University Ave Sushi Bar, El Paso TX,	915-747-5000
TX	El Paso	Luis Antonio Lozano Luna	HISSHO Sushi	500 W University Ave, El Paso TX, 79902-5802	915-747-5000

TX	El Paso	Luis Antonio Lozano Luna	ŌUMI sushi	655 Sunland Park Dr Sushi BarSuite 111, El Paso TX, 79912-5205	915-833-3380
TX	El Paso	Luis Antonio Lozano Luna	ŌUMI sushi	9801 Gateway Blvd W Sushi Bar, El Paso TX,	915-444-3585
TX	El Paso	Van Iang Sushi Inc	ŌUMI sushi	2036 N Zaragoza Rd Sushi BarSuite E, El Paso TX, 79938-7994	915-218-2954
TX	Euless	Anna Sui	HISSHO Sushi	1401 W Glade Rd, Euless TX, 76039-5417	817-399-8494
TX	Flower Mound	Josuah Masbawi Thang	HISSHO Sushi	5959 Long Prairie Rd, Flower Mound TX, 75028-	972-874-6700
TX	Flower Mound	Nostimo Sushi LLC	ŌUMI sushi	2301 Cross Timbers Rd Sushi Bar#200, Flower Mound TX, 75028-2618	972-874-7380
TX	Fort Worth	Khual Sian Piang	ŌUMI sushi	4650 SW Loop 820, Fort Worth TX, 76109	682-747-5790
TX	Fort Worth	Khual Sian Piang	ŌUMI sushi	6300 Waverly Way Sushi Bar, Fort Worth TX, 76116-	682-747-5456
TX	Fort Worth	Lailo Heritage, LLC	ŌUMI sushi	4525 W Bailey Boswell Rd, Fort Worth TX, 76179	682-432-7579
TX	Fort Worth	Mai Sushi LLC	HISSHO Sushi	5700 Overton Ridge Blvd, Fort Worth TX, 76132-3220	817-423-1600
TX	Fort Worth	Unique Par LLC	HISSHO Sushi	301 Carroll St, Fort Worth TX, 76107-1956	817-302-0290
TX	Frisco	Dar Zi, LLC	ŌUMI sushi	5190 Preston Rd Sushi Bar, Frisco TX, 75034-7423	972-464-5776
TX	Frisco	Hauling Sushi, LLC	ŌUMI sushi	2500 Eldorado Pkwy Sushi Bar, Frisco TX, 75033-8613	469-731-7261
TX	Frisco	Hram Cung	HISSHO Sushi	3201 Preston Rd, Frisco TX, 75034-9446	972-668-6880
TX	Frisco	Hram Cung	HISSHO Sushi	4885 Eldorado Pkwy, Frisco TX, 75033-8662	972-464-5745
TX	Garland	Hlawn Tin Thluai	HISSHO Sushi	5301 N Garland Ave, Garland TX, 75040-2716	972-535-0252
TX	Georgetown	NC Thang Sushi LLC	ŌUMI sushi	4610 Williams Dr Ste 107, Georgetown TX, 78633	512-882-7493
TX	Grand Prairie	Van Chum	ŌUMI sushi	2500 S Carrier Pkwy, Suite B Sushi Bar, Grand Prairie TX, 75052	469-870-7863
TX	Grand Prairie S	Wangbor Sushi LLC	HISSHO Sushi	5270 S State Highway 360, Grand Prairie S TX, 75052	469-348-2100
TX	Houston	JJ Sushi LLC	HISSHO Sushi	2002 Holcombe Blvd, Houston TX, 77030-4211	713-794-7133
TX	Houston	Mercy Tlumang	ŌUMI sushi	22506 Tomball Pkwy Sushi Bar, Houston TX, 77070-	832-698-0004

TX	Houston	Orchid Sushi LLC	ŌUMI sushi	195 Yale St Sushi Bar, Houston TX, 77007-3746	713-395-4590
TX	Houston	Ram Tiam Canaan, LLC	ŌUMI sushi	7055 Highway 6 N Sushi BarSuite A, Houston TX, 77095-5376	832-575-2201
TX	Hurst	Anna Sui	HISSHO Sushi	1400 Precinct Line Rd, Hurst TX, 76053-3828	817-282-8808
TX	Hurst	Chin land Family Business LLC	ŌUMI sushi	316 Grapevine Hwy Sushi Bar, Hurst TX, 76054-2429	682-325-5977
TX	Irving	Noaly Par	ŌUMI sushi	7730 N MacArthur Blvd, Suite 150 Sushi Bar, Irving TX, 75063	972-232-7926
TX	Katy	Ram Tiam Canaan, LLC	ŌUMI sushi	23105 Cinco Ranch Blvd, Katy TX, 77494	281-769-0444
TX	Keller	Khual Sian Piang	ŌUMI sushi	2003 S Main St Sushi Bar, Keller TX, 76248-5122	817-380-7024
TX	Lewisville	Lal Nun Par	HISSHO Sushi	4760 State Highway 121, Lewisville TX, 75056-2913	469-287-0346
TX	Lewisville	Lal Nun Par	HISSHO Sushi	725 Hebron Pkwy, Lewisville TX, 75057-5001	972-459-2605
TX	Lubbock	Malika LLC	SUSHI WITH GUSTO	18th & Boston Ave, Lubbock TX, 79409	251-751-2697
TX	Lubbock	Malika LLC	ŌUMI sushi	8201 Quaker Ave Sushi BarSuite 140, Lubbock TX, 79424-4234	806-794-4900
TX	Mansfield	Hre Bik Ceu	HISSHO Sushi	1801 Highway 287 N, Mansfield TX, 76063-7533	817-453-0005
TX	Mansfield	Van Duh Tling	ŌUMI sushi	1550 E Debbie Ln Sushi Bar, Mansfield TX, 76063-	682-422-0061
TX	McAllen	Siangsiang LLC	ŌUMI sushi	5800 N. 10th Street, McAllen TX, 78501	956-331-2123
TX	McKinney	Chin LLC	ŌUMI sushi	2201 Virginia Pkwy, McKinney TX, 75071-4572	430-262-6085
TX	McKinney	Ernest Essence, LLC	ŌUMI sushi	9241 Virginia Pkwy Sushi Bar, McKinney TX, 75071-	469-481-5000
TX	McKinney	Ngun Lian Sang	HISSHO Sushi	8900 State Highway 121, Mckinney TX, 75070-2917	972-439-3397
TX	McKinney	SUISUI FAMILY LLC		2025 N Central Expy, McKinney TX, 75070	469-525-4974
TX	Mesquite	Lai Bistro LLC	HISSHO Sushi	1629 N Town East Blvd, Mesquite TX, 75150-4105	214-302-2960
TX	Mesquite	Pu Te	ŌUMI sushi	1220 N Town East Blvd Sushi BarSuite 650, Mesquite TX, 75150-7605	469-983-2045
TX	Murphy	Maung Ling	ŌUMI sushi	207 E FM 544 Sushi Bar, Murphy TX, 75094-4023	972-265-4770

TX	North Richland Hills	Mercy Iang	HISSHO Sushi	8532 Davis Blvd, North Richland Hills TX, 76182- 8300	817-503-0548
TX	Pearland	Van & Bawi & Vel LLC	ŌUMI sushi	2718 Old Chocolate Bayou Rd Sushi Bar, Pearland TX, 77584-8977	713-482-3987
TX	Pflugerville	Sam Then	HISSHO Sushi	18700 Limestone Commercial Dr, Pflugerville	512-687-2064
TX	Plano	MARAN'S SUSHI LLC	HISSHO Sushi	2200 Dallas Pkwy, Plano TX, 75093	972-781-6587
TX	Plano	Maung Ling	ŌUMI sushi	4100 Legacy Dr Sushi Bar#401, Plano TX, 75024- 3404	972-618-8902
TX	Richardson	Hlawn Tin Thluai	HISSHO Sushi	601 S Plano Rd, Richardson TX, 75081-4512	214-530-0183
TX	Richardson	Maung Ling	ŌUMI sushi	1343 W Campbell Rd Sushi Bar, Richardson TX, 75080- 2815	214-442-5961
TX	Rockwall	Malong Family LLC	ŌUMI sushi	469 E Interstate 30, Rockwall TX, 75087-5406	254-269-4011
TX	Round Rock	Sian Piak LLC	ŌUMI sushi	110 Interstate Hwy 35 N Sushi Bar, Round Rock TX,	512-334-4684
TX	Rowlett	Hlawn Tin Thluai	HISSHO Sushi	4701 Lakeview Pkwy, Rowlett TX, 75088	972-265-6060
TX	Rowlett	Noaly Par	ŌUMI sushi	3001 Lakeview Pkwy Sushi Bar, Rowlett TX, 75088-	972-265-0386
TX	San Antonio	ENKIM FAMILY CORPORATION	ŌUMI sushi	9702 State Highway 151, San Antonio TX, 78251 -	726-227-8068
TX	San Antonio	Nang Shan	HISSHO Sushi	7400 Merton Minter St, San Antonio TX, 78229-4404	210-617-5300
TX	San Antonio	Richard Tun Hlaing	ŌUMI sushi	22135 Bulverde Rd Sushi Bar, San Antonio TX,	210-350-3985
TX	San Antonio	Sunday Thang	ŌUMI sushi	8101 Callaghan Road, San Antonio TX, 78230	210-979-8121
TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A
TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A
TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A
TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A
TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A
TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A

TX	San Antonio	Sushi Ram LLC	HISSHO Sushi	9800 Fredericksburg Rd, San Antonio TX, 78288	#N/A
TX	Southlake	Chin land Family Business LLC	ŌUMI sushi	220 Randol Mill Ave Sushi Bar, Southlake TX, 76092- 6807	682-223-5805
TX	Spring	Mercy Tlumang	ŌUMI sushi	20708 Kuykendahl Rd Sushi Bar, Spring TX,	832-764-5424
TX	Temple	Van Tin Cung LLC	HISSHO Sushi	1901 First Street, Bldg #202, Temple TX, 76504	#N/A
TX	Temple	Van Tin Cung LLC	HISSHO Sushi	1901 South 1st St, Temple TX, 76504	#N/A
TX	Tyler	ZIN & THWIN LLC	ŌUMI sushi	4015 S Broadway Ave Sushi Bar, Tyler TX, 75701	903-747-1118
ТΧ	Watauga	Mercy Iang	HISSHO Sushi	8000 Denton Hwy, Watauga TX, 76148-2464	817-427-8039
ТХ	Wylie	Kap H Thang LLC		3440 W Fm 544, Wylie TX, 75098	
UT	Holladay	Par Za Len	ŌUMI sushi	1785 E Murray Holladay Rd Sushi Bar, Holladay UT, 84117-5059	801-666-4135
UT	Murray	Par Za Len	ŌUMI sushi	6284 S State St Sushi Bar, Murray UT, 84107-7227	801-266-3566
UT	Orem	SEND THE LIGHT LLC	ŌUMI sushi	1375 S State St Sushi Bar, Orem UT, 84097-7701	801-434-1501
UT	Salt Lake City	Par Za Mawi	ŌUMI sushi	216 S 700 E Sushi Bar, Salt Lake City UT, 84102-2106	801-364-1602
UT	South Jordan	Salai Min Thu	ŌUMI sushi	11575 S 4000 W Sushi Bar, South Jordan UT, 84009-	801-666-4139
VA	Alexandria	Blue Je, LLC	SUSHI WITH GUSTO	3680 King Street, Alexandria VA, 22302	703-824-5205
VA	Alexandria	LMM HTET LLC	HISSHO Sushi	6200 Little River Tpke, Alexandria VA, 22312-	703-370-4856
VA	Alexandria	San Tsawm LLC	HISSHO Sushi	3131 Duke St, Alexandria VA, 22314-4518	703-461-6198
VA	Alexandria	Saw Chit Oo Maung	HISSHO Sushi	2501 Parkers Lane, Alexandria VA, 22306	#N/A
VA	Alexandria	Saw Chit Oo Maung	HISSHO Sushi	4320 Seminary Rd, Alexandria VA, 22304	#N/A
VA	Alexandria	Siri Ko LLC	HISSHO Sushi	5870 Kingstowne CTR, Alexandria VA, 22315	703-313-0855
VA	Alexandria	Siri Ko LLC	HISSHO Sushi	6800 Richmond Hwy, Alexandria VA, 22306	703-768-6720
VA	Alexandria	Sushi Paradise, LLC	HISSHO Sushi	621 E Glebe Rd, Alexandria VA, 22305-3045	703-518-4797
VA	Annandale	YANGON LLC	HISSHO Sushi	6980 Braddock Rd, Annandale VA, 22003	703-333-6360

VA	Arlington	Khine Nwe Oo	HISSHO Sushi	1701 N George Mason Drive, Arlington VA, 22205	#N/A
VA	Arlington	Law La Po LLC	HISSHO Sushi	2501 9th Rd S Ste 75, Arlington VA, 22204-2390	703-271-2479
VA	Arlington	Mya Thitsar LLC	HISSHO Sushi	2901 S Glebe Rd # 11, Arlington VA, 22206-2710	703-836-0245
VA	Arlington	Neyma Paldon LLC	HISSHO Sushi	3450 Washington Blvd, Arlington VA, 22201-4508	703-358-9343
VA	Arlington	Rin LLC	HISSHO Sushi	1919 N Lynn St Sushi BarSuite 1500, Arlington VA, 22209-1742	571-858-5085
VA	Arlington	Saw Chit Oo Maung	HISSHO Sushi	510 14TH St, Arlington VA, 22202	#N/A
VA	Arlington	Saw Chit Oo Maung	HISSHO Sushi	525 14 st, Arlington VA, 22202	#N/A
VA	Ashland	Lay Htoo	HISSHO Sushi	253 N Washington Hwy, Ashland VA, 23005	804-798-1305
VA	Aylett	Dominion Kingdom LLC	HISSHO Sushi	4915 Rchmd-Tappahannock H, Aylett VA, 23009	804-769-8824
VA	Berryville	La Ja Phaga	HISSHO Sushi	409 North McNeil Rd, Berryville VA, 22611	540-955-1075
VA	Burke	Dove & Olive Branch LLC	HISSHO Sushi	6011 Burke Centre Pkwy, Burke VA, 22015-3717	703-425-0360
VA	Carrollton	Triple Yuuu, LLC	HISSHO Sushi	13478 Carrollton Blvd, Carrollton VA, 23314	757-238-3330
VA	Centreville	Toewai LLC	HISSHO Sushi	14125 Saint Germain Dr, Centreville VA, 20121-	703-631-3310
VA	Chantilly	G52 LLC	HISSHO Sushi	25050 Riding Plaza Suite 100, Chantilly VA, 20152	703-542-2950
VA	Charlottesvill e	Giovanni Hsaw Reh	HISSHO Sushi	1900 Abbey Rd, Charlottesville VA, 22911- 3543	434-244-4300
VA	Charlottesvill e	Way Soe Htoo	HISSHO Sushi	1131 5th Street Sw, Charlottesville VA, 22902	434-971-5877
VA	Chester	Khanittha Misak	HISSHO Sushi	13145 Rivers Bend Blvd, Chester VA, 23836	804-530-1051
VA	Chesterfield	Khanittha Misak	HISSHO Sushi	7032 Commons Plaza Drive, Chesterfield VA,	804-796-2112
VA	Clifton	Toewai LLC	HISSHO Sushi	5740 Union Mill Rd, Clifton VA, 20124-1088	703-818-0776
VA	Colonial Heights	Khanittha Misak	HISSHO Sushi	11 Dunlop Village, Colonial Heights VA, 23834	804-526-0143
VA	Culpeper	AYum, LLC	HISSHO Sushi	15371 Montanus Dr Sushi Bar, Culpeper VA, 22701- 2523	540-727-1076

VA	Dale City	Nandemi Tamiko	HISSHO Sushi	5469 Mapledale Plaza, Dale City VA, 22193	703-590-1200
VA	Fairfax	Maki Sushi LLC		13043 Lee Jackson Mem Hwy, Fairfax VA, 22033	703-968-8324
VA	Fairfax	Min Oo Kyaw	HISSHO Sushi	3600 Joseph Siewick Drive, Fairfax VA, 22033	#N/A
VA	Fairfax	Uhla Htay	HISSHO Sushi	10653 Braddock Rd, Fairfax VA, 22032-2202	703-259-5514
VA	Fairfax	Uhla Htay	HISSHO Sushi	9400 Fairfax Blvd, Fairfax VA, 22031	703-359-2584
VA	Falls Church	San Tsawm LLC	HISSHO Sushi	3480 S Jefferson St, Falls Church VA, 22041-3104	703-845-0446
VA	Falls Church	Saw Chit Oo Maung		3300 Gallows Rd, Falls Church VA, 22042	#N/A
VA	Falls Church	Thawng's Sushi LLC	HISSHO Sushi	7235 Arlington Blvd, Falls Church VA, 22042-3219	703-280-3340
VA	Falls Church	Yathar USA LLC	HISSHO Sushi	1230 W Broad St, Falls Church VA, 22046-2116	703-237-9609
VA	Falmouth	Martina Lim	HISSHO Sushi	35 Town And Country Dr, Falmouth VA, 22405-8705	540-899-1060
VA	Floyd	RVMB LLC	HISSHO Sushi	350 West Main St, Floyd VA, 24091	540-745-3600
VA	Fredericksbur g	Marcy Mawi	HISSHO Sushi	1001 Sam Perry Blvd Sushi Bar, Fredericksburg VA, 22401-4453	540-741-1185
VA	Fredericksbur g	Marcy Mawi	HISSHO Sushi	2300 Fall Hill Ave Sushi Bar, Fredericksburg VA, 22401-3342	540-741-1185
VA	Fredericksbur g	Marcy Mawi	HISSHO Sushi	5701 Plank Rd, Fredericksburg VA, 22407-	540-785-1020
VA	Fredericksbur g	Martina Lim	HISSHO Sushi	550 Celebrate Virginia Pkwy, Fredericksburg VA,	540-286-1721
VA	Fredericksbur g	Sushi Paradise, LLC	HISSHO Sushi	1301 College Ave Sushi Bar, Fredericksburg VA, 22401-5300	540-654-5641
VA	Fredericksbur g	Sushi Paradise, LLC	HISSHO Sushi	1301 College Ave Sushi Bar, Fredericksburg VA, 22401-5300	540-654-5641
VA	Front Royal	TKM SUSHI LLC	HISSHO Sushi	409 South St, Front Royal VA, 22630	540-635-2249
VA	Gloucester	Kyaw Hay	HISSHO Sushi	7465 Hargett Blvd., Gloucester VA, 23061	804-695-1211
VA	Goochland	Zau Du LLC	HISSHO Sushi	2724 Fairground Road, Goochland VA, 23063	804-556-9001
VA	Grafton	SONLIFE LLC	HISSHO Sushi	5210 George Washington H, Grafton VA, 23692	757-898-5023

VA	Hampton	Lin Ta	HISSHO Sushi	608 E Mercury Blvd,	757-723-0771
				Hampton VA, 23663	
VA	Harrisonburg	Pausa Pan LLC	HISSHO Sushi	2035 E Market St Sushi Bar, Harrisonburg VA, 22801-8880	540-442-7576
VA	Hayes	Lin Ta	HISSHO Sushi	2292 York Crossing Dr., Hayes VA, 23072	804-642-9736
VA	Haymarket	Madin & Son Asian bites LLC	HISSHO Sushi	5581 Merchants View Square, Haymarket VA,	571-248-4550
VA	Herndon	Maki Sushi LLC	HISSHO Sushi	2425 Centreville Rd, Herndon VA, 20171-3013	703-437-3162
VA	Herndon	Maki Sushi LLC	HISSHO Sushi	2551 John Milton Dr, Herndon VA, 20171	703-715-9852
VA	Herndon	TEDD SUSHI, LLC	ŌUMI sushi	494 Elden St Sushi Bar, Herndon VA, 20170-4513	703-480-7930
VA	Herndon	Thawng's Sushi LLC	HISSHO Sushi	13330 Franklin Farm Rd, Herndon VA, 20171-4036	703-689-3564
VA	Hopewell	67 Yachitli LLC	HISSHO Sushi	5209 Plaza Drive, Hopewell VA, 23860	804-458-7207
VA	Lake Ridge	Nandemi Tamiko	HISSHO Sushi	12445 Hedges Run Dr, Lake Ridge VA, 22192-	703-491-7615
VA	Leesburg	G52 LLC	HISSHO Sushi	61 Catoctin Circle NE, Leesburg VA, 20176	703-771-1899
VA	Leesburg	G52 LLC	HISSHO Sushi	635 Potomac Station Dr, Leesburg VA, 20176	571-258-1900
VA	Leesburg	Min Oo Kyaw	HISSHO Sushi	44045 Riverside Parkway, Leesburg VA, 20176	#N/A
VA	Leesburg	Shwe Yi LLC	ŌUMI sushi	1021B Edwards Ferry Rd NE, Leesburg VA, 20176-	571-617-7904
VA	Louisa	By The Grace LLC	HISSHO Sushi	501 East Main St., Louisa VA, 23093	540-967-2402
VA	Lynchburg	Htu San Lahpai	HISSHO Sushi	3405 Candlers Mountain Rd Sushi Bar, Lynchburg VA, 24502	540-654-5641
VA	Lynchburg	Htu San Lahpai	HISSHO Sushi	3405 Candlers Mountain Rd Sushi Bar, Lynchburg VA, 24502	540-654-5641
VA	Lynchburg	Hugawng LLC	SUSHI WITH GUSTO	3901 Old Forest Road, Lynchburg VA, 24501	434-385-4202
VA	Lynchburg	Seng Nam Samhka	HISSHO Sushi	1971 University Blvd Sushi Bar, Lynchburg VA, 24515- 0002	434-592-6088
VA	Lynchburg	Seng Nam Samhka	HISSHO Sushi	1971 University Blvd Sushi Bar, Lynchburg VA, 24515- 0002	434-592-6088

VA	Manakin Sabot	Zau Du LLC	HISSHO Sushi	38 Broad Street, Manakin Sabot VA, 23103	804-784-3102
VA	Manassas	Khine Nwe Oo	HISSHO Sushi	10864 Sudley Manor Dr, Manassas VA, 20109	703-361-2541
VA	Manassas (Manaport Plaza)	Shwe Yi LLC	ŌUMI sushi	8431 Sudley Rd, Manassas (Manaport Plaza) VA, 20109-3539	571-579-3257
VA	Marshall	William Dawt Sang	HISSHO Sushi	4195 Winchester Rd, Marshall VA, 20115	540-364-3439
VA	Mc Lean	Yathar USA LLC	HISSHO Sushi	1454 Chain Bridge Rd, Mc Lean VA, 22101-3706	703-893-0377
VA	McLean	GGU & NK, LLC	HISSHO Sushi	1000 Colonial Farm Road Gate 5, McLean VA, 22101	#N/A
VA	McLean	GGU & NK, LLC	HISSHO Sushi	1000 Colonial Farm Road Gate 5, McLean VA, 22101	#N/A
VA	McLean	GGU & NK, LLC	HISSHO Sushi	1000 Colonial Farm Road Gate 5, McLean VA, 22101	#N/A
VA	McLean	GGU & NK, LLC	HISSHO Sushi	1000 Colonial Farm Road Gate 5, McLean VA, 22101	#N/A
VA	McLean	Labau Family LLC	HISSHO Sushi	1600 Capital One Drive, Mclean VA, 22102	#N/A
VA	McLean	Labau Family LLC	HISSHO Sushi	1675 Capital One Drive, McLean VA, 22102	#N/A
VA	McLean	Labau Family LLC	HISSHO Sushi	1680 Capital One Drive, Mclean VA, 22102	#N/A
VA	Mechanicsvil le	Dominion Kingdom LLC	HISSHO Sushi	8319 Bell Creek Rd, Mechanicsville VA, 23116	804-559-5826
VA	Midlothian	Rainbow Bites Sushi LLC	SUSHI WITH GUSTO	1200 Huguenot Road, Midlothian VA, 23113	804-897-0300
VA	Midlothian	Walter Kyer LLC	SUSHI WITH GUSTO	4600 Commonwealth Centre Parkw, Midlothian	804-744-7535
VA	Mineral	By The Grace LLC	HISSHO Sushi	11010 Kentucky Springs Rd, Mineral VA, 23117	540-894-0560
VA	Montpelier	Grace Family LLC	HISSHO Sushi	16615 Mountain Rd., Montpelier VA, 23192	804-883-5068
VA	NEWPORT NEWS	Theresa Kiemyar Stephennyar	SUSHI WITH GUSTO	12131 Jefferson Avenue, NEWPORT NEWS VA, 23602	757-269-0034
VA	Norfolk	Mi Mi Inc	SUSHI WITH GUSTO	924 West 21st Street, Norfolk VA, 23517	757-623-3291
VA	Norfolk	Suukhit Enterprise LLC	HISSHO Sushi	4253 East Little Creek Rd, Norfolk VA, 23518	757-583-7817
VA	Norfolk	The Lahpai Family LLC	SUSHI WITH GUSTO	1200 Webb Center, Norfolk VA, 23529	757-683-3000

VA	Norfolk	The Lahpai Family LLC	HISSHO Sushi	1560 Mall Dr, Norfolk VA, 23511	#N/A
VA	Norfolk	The Lahpai Family LLC	HISSHO Sushi	1731 Gilbert St, Norfolk VA, 23511	#N/A
VA	Oakton	SUSHI RUN LLC	HISSHO Sushi	2932 Chain Bridge Rd, Oakton VA, 22124-3001	703-242-2368
VA	Palmyra	Way Soe Htoo	HISSHO Sushi	264 Turkeysag Trl Unit 1, Palmyra VA, 22963	434-589-5538
VA	Petersburg	Khanittha Misak		2120 S. Crater Rd., Petersburg VA, 23805	804-863-2627
VA	Poquoson	SONLIFE LLC		425-A Wythe Creek Rd, Poquoson VA, 23662	757-868-8029
VA	Powhatan	Khanittha Misak		1800 South Creek One, Powhatan VA, 23139	804-378-9105
VA	Prince George	KapPaing Sushi, LLC		4000 Prince George Drive, Prince George VA, 23875	804-458-5567
VA	Purcellville	Ngun Thawng		1000 E Main St, Purcellville VA, 20132-3134	703-443-6360
VA	Quinton	Pau Lian Hau	HISSHO Sushi	5561 New Kent Highway, Quinton VA, 23141	804-932-3815
VA	Quinton	Pau Lian Hau	HISSHO Sushi	7300 Market Place Drive, Quinton VA, 23141	804-932-8807
VA	Radford	RVMB LLC	HISSHO Sushi	801 E Main St Sushi BarDalton Hall, Governers Quad, Radford VA, 24142- 0001	540-831-7103
VA	Radford	RVMB LLC	HISSHO Sushi	801 E Main St Sushi BarDalton Hall, Governers Quad, Radford VA, 24142- 0001	540-831-7103
VA	Reston	Thawng's Sushi LLC	HISSHO Sushi	1459 North Point Dr, Reston VA, 20194	703-437-0031
VA	Richmond	Asian Excellence Corp	SUSHI WITH GUSTO	10 N Nansemond Street, Richmond VA, 23221	804-355-3190
VA	Richmond	Kai Seng Sumlut	SUSHI WITH GUSTO	1527 NParham Road, Richmond VA, 23229	804-282-3823
VA	Richmond	Kai Seng Sumlut	HISSHO Sushi	1602 Slipwith Rd, Richmond VA, 23229-5205	804-289-4500
VA	Richmond	ko & honey LLC	HISSHO Sushi	1201 Broad Rock Rd, Richmond VA, 23249-0001	
VA	Richmond	MTH Enterprises Inc	HISSHO Sushi	403 N 13TH St, Richmond VA, 23298-5060	804-628-2165
VA	Richmond	MTH Enterprises Inc	HISSHO Sushi	403 N 13TH St, Richmond VA, 23298-5060	804-628-2165

VA	Roanoke	Van Sushi Inc	SUSHI WITH GUSTO	2207 Colonial Avenue SW, Roanoke VA, 24015	540-344-5490
VA	Ruther Glen	By The Grace LLC	HISSHO Sushi	17501 Jefferson Davis Hwy, Ruther Glen VA, 22546	804-448-1448
VA	Seven Corners	Thawng's Sushi LLC	HISSHO Sushi	6360 Seven Corners Ctr, Seven Corners VA, 22044-	703-534-6687
VA	Smithfield	Triple Yuuu, LLC	HISSHO Sushi	1941 S. Church Street, Smithfield VA, 23430	757-357-0200
VA	Spotsylvania	By The Grace LLC	HISSHO Sushi	6320 Jefferson Davis Hwy, Spotsylvania VA, 22551	540-582-7445
VA	Spotsylvania	Marcy Mawi	HISSHO Sushi	10346 Courthouse Road, Spotsylvania VA, 22553	540-710-9310
VA	Springfield	Chao Yang LLC	HISSHO Sushi	7500 Geoint Dr, Springfield VA, 22150-7500	571-557-5400
VA	Springfield	Jia Hui Li	HISSHO Sushi	7500 Geoint Dr Sushi Bar, Springfield VA, 22150-	571-557-5400
VA	Springfield	LMM HTET LLC	HISSHO Sushi	7501 Huntsman Blvd, Springfield VA, 22153	703-866-3009
VA	Springfield	Min Sushi LLC	HISSHO Sushi	8320 Old Keene Mill RD, Springfield VA, 22152	703-912-6384
VA	Springfield	Sherry Dim Tuang	HISSHO Sushi	8970 Burke Lake Rd, Springfield VA, 22151-	571-328-7996
VA	Springfield	YANGON LLC	HISSHO Sushi	6364A Springfield Plaza, Springfield VA, 22150	703-569-9277
VA	Stafford	Martina Lim	HISSHO Sushi	317 Worth Ave, Stafford VA, 22556-1538	540-657-5006
VA	Staunton	Aung Sannaw Phaga	HISSHO Sushi	1015 Richmond Ave Sushi Bar, Staunton VA, 24401- 4905	540-885-9504
VA	Stephens City	TKM SUSHI LLC	HISSHO Sushi	240 Elizabeth Dr Sushi Bar, Stephens City VA, 22655- 2764	540-868-0224
VA	Sterling	Niang Cingh Dim	HISSHO Sushi	21000 Southbank St Ste 150, Sterling VA, 20165-	703-430-1100
VA	Sterling	Niang Cingh Dim	HISSHO Sushi	21800 Towncenter PLZ #226, Sterling VA, 20164	703-430-6115
VA	Vienna	GarandJu LLC	HISSHO Sushi	359 Maple Ave E, Vienna VA, 22180-4717	703-281-9257
VA	Vienna	SUSHI RUN LLC	SUSHI WITH GUSTO	150 Branch Road Southeast, Vienna VA, 22180	703-242-8923
VA	Vienna	Uhla Htay	HISSHO Sushi	820 Follin Ln Sushi Bar, Vienna VA, 22180	#N/A
VA	Virginia Beach	Isaan LLC	HISSHO Sushi	1615 General Booth Blvd, Virginia Beach VA, 23454	757-426-6971
VA	Virginia Beach	Isaan LLC	HISSHO Sushi	2005 Sandbridge Rd., Virginia Beach VA, 23456	757-426-2774

VA	Virginia Beach	Mali Hka, MH LLC	SUSHI WITH GUSTO	744 Hilltop North Shopping Cen, Virginia Beach VA, 23451	757-491-0904
VA	Virginia Beach Blvd	Mali Hka, MH LLC	SUSHI WITH GUSTO	4588 Virginia Beach Blvd. Suite 106, Virginia Beach Blvd VA, 23462	757-687-3280
VA	Warrenton	William Dawt Sang	HISSHO Sushi	613 Frost Ave., Warrenton VA, 20186	540-349-8222
VA	Waynesboro	Aung Sannaw Phaga	HISSHO Sushi	437 Tiffany Dr Sushi Bar, Waynesboro VA, 22980-	540-942-7200
VA	Willamsburg	Masum Inc	SUSHI WITH GUSTO	5231 Montcello Avenue, Willamsburg VA, 23188	757-565-1661
VA	Williamsburg	Masum Inc	HISSHO Sushi	1234 Richmond Road, Williamsburg VA, 23185	757-229-2010
VA	Williamsburg	Masum Inc	HISSHO Sushi	5251 John Tyler Hwy, Williamsburg VA, 23185	757-220-1473
VA	Williamsburg	Masum Inc	HISSHO Sushi	701-A Merrimac Trail, Williamsburg VA, 23185	757-258-4661
VA	Williamsburg	Masum Inc	HISSHO Sushi	7537 Richmond Road, Williamsburg VA, 23188	757-253-7950
VA	Winchester	Kachin Canaan LLC	HISSHO Sushi	141 Security Drive, Winchester VA, 22602	#N/A
VA	Winchester	La Ja Phaga	HISSHO Sushi	1950 S Pleasant Valley Rd Sushi Bar, Winchester VA, 22601-4400	540-665-0908
VA	Winchester	La Ja Phaga	HISSHO Sushi	400 Gateway Dr Sushi Bar, Winchester VA, 22603-	785-937-4385
VA	Winchester	Tha Peng Bik	HISSHO Sushi	200 Rivendell Ct Sushi Bar, Winchester VA, 22603-	540-723-6232
VT	Burlington	Jasmine Tun Giri		207 Flynn Ave, Burlington VT, 05401-5302	802-540-6400
VT	Burlington	Thida Giri	HISSHO Sushi	82 S Winooski Ave, Burlington VT, 05401-7407	802-861-9700
VT	Mont	DODO'S KITCHEN LLC		623 Stone Cutters Way, Mont VT, 5602	#N/A
VT	Montpelier	DODO'S KITCHEN LLC	HISSHO Sushi	57 Maple Ln, Montpelier VT, 5602	#N/A
VT	S. Burlington	Royal Sushi Inc	SHIZEN	222 Dorset Street, S. Burlington VT, 5403	888-289-8418
VT	Williston	Royal Sushi Inc	SHIZEN	129 Market St, Williston VT, 5495	802-879-2020
WA	Anacortes	Tong Wang LLC	HISSHO Sushi	1519 Commercial Ave Suite 305, Anacortes WA, 98221- 2234	360-588-8181

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WA	Auburn	Mayka INC	HISSHO Sushi	1406 Lake Tapps Pkwy SE Sushi Bar, Auburn WA, 98092-8154	253-876-1794
WA	Bellevue	Jinghpaw Hkrang LLC	HISSHO Sushi	11615 NE 4th St, Bellevue WA, 98004	#N/A
WA	Bellingham	Kakabu LLC	HISSHO Sushi	1401 12th St Sushi Bar, Bellingham WA, 98225-	360-733-9277
WA	Bellingham	Kakabu LLC	HISSHO Sushi	210 36th St Sushi Bar, Bellingham WA, 98225-	360-647-4312
WA	Bellingham	Thang Sushi LLc	HISSHO Sushi	2814 Meridian St Sushi Bar, Bellingham WA, 98225-	360-671-3300
WA	Bellingham	Thang Sushi LLc	HISSHO Sushi	2900 Woburn St Sushi Bar, Bellingham WA, 98226-	360-676-5300
WA	Birch Bay - Blaine	Tong Wang LLC	HISSHO Sushi	8125 Birch Bay Square St, Birch Bay - Blaine WA,	(360) 366-0330
WA	Blaine	Tong Wang LLC	HISSHO Sushi	1733 H Street, Blaine WA, 98230	360-332-5909
WA	Burien	A Ka	HISSHO Sushi	15840 1st Ave S Suite #102, Burien WA, 98148	#N/A
WA	Burlington	Jeju Sushi LLC	HISSHO Sushi	757 Haggen Dr Sushi Bar, Burlington WA, 98233-	360-814-1500
WA	Ferndale	Phong Ram Zakhar	HISSHO Sushi	1815 Main St Sushi BarSuite 400, Ferndale WA, 98248-9454	360-380-9000
WA	Issaquah	Jinghpaw Hkrang LLC	HISSHO Sushi	1810 12th Ave NW, Issaquah WA, 98027	#N/A
WA	Kirkland	LATTLUNN SUSHI LLC	HISSHO Sushi	430 Kirkland Way, Kirkland WA, 98033	#N/A
WA	Lake Stevens	Ram Sar	HISSHO Sushi	8915 Market Pl Sushi BarSuite 100, Lake Stevens WA, 98258-4916	425-377-7100
WA	Marysville	Phung San Ding Khan	HISSHO Sushi	3711 88th St NE Sushi Bar, Marysville WA, 98270-	360-530-7700
WA	Mill Creek	Ze Dau	ŌUMI sushi	13314 Bothell Everett Hwy Sushi Bar, Mill Creek WA, 98012-5509	425-332-6670
WA	Mount Vernon	Jungbe Sangdong	HISSHO Sushi	2601 E Division St Sushi Bar, Mount Vernon WA, 98274-4748	360-848-6999
WA	Oak Harbor	Waan Sushi LLC	HISSHO Sushi	31565 State Route 20 # 1 Sushi Bar, Oak Harbor WA, 98277-3172	360-679-8058
WA	Olympia	Bayzi Kong	HISSHO Sushi	1313 Cooper Point Rd SW Sushi Bar, Olympia WA, 98502-5729	360-754-1428

WA	Redmond	LATTLUNN SUSHI LLC	HISSHO Sushi	11435 Avondale Rd NE Suite 101, Redmond WA,	#N/A
WA	Seattle	A Ka	HISSHO Sushi	2749 California Ave SW, Seattle WA, 98116	#N/A
WA	Seattle	A Ka	HISSHO Sushi	3610 S Edmunds St, Seattle WA, 98118	#N/A
WA	Seattle	Kindk Family LLC	HISSHO Sushi	1451 NW 46th St, Seattle WA, 98107	#N/A
WA	Seattle	Kindk Family LLC	HISSHO Sushi	2230 E Union St, Seattle WA, 98122	#N/A
WA	Seattle	Kindk Family LLC	HISSHO Sushi	450 NE 71st St, Seattle WA, 98115	#N/A
WA	Seattle	Kindk Family LLC	HISSHO Sushi	600 N 34th St, Seattle WA, 98103	#N/A
WA	Seattle	Kindk Family LLC	HISSHO Sushi	6514 40th Ave NE, Seattle WA, 98115	#N/A
WA	Seattle	Kindk Family LLC	HISSHO Sushi	· ·	#N/A
WA	Seattle	Phyu Phyu Ko Mann	HISSHO Sushi	1660 S Columbian Way, Seattle WA, 98108-1532	206-764-2019
WA	Seattle	Shwengar Thaung LLC	ŌUMI sushi	13010 Aurora Ave N Sushi Bar, Seattle WA, 98133	206-337-4625
WA	Silverdale	Si Si Chan LLC	ŌUMI sushi	11066 Pacific Crest Pl Nw Sushi BarSuite A150, Silverdale WA, 98383-6600	360-900-4125
WA	Snohomish	Maypann LLC	HISSHO Sushi	1301 Avenue D Sushi Bar, Snohomish WA, 98290-	360-568-1395
WA	Stanwood	Phung San Ding Khan	HISSHO Sushi	26603 72ND Ave NW Sushi Bar, Stanwood WA, 98292-6273	360-629-4400
WA	Vancouver	Ngulkhopao LLC	HISSHO Sushi	3707 N Main Street, Vancouver WA, 98663	#N/A
WA	Vancouver	NGUN SUSHI LLC	HISSHO Sushi	2615 NE 112th Ave, Vancouver WA, 98684	#N/A
WA	Washougal	Mu Thaw Lwe	HISSHO Sushi	3307 Evergreen Way, Washougal WA, 98671-	360-335-2000
WA	Woodinville	Ring Konglang	HISSHO Sushi	17641 Garden Way NE Sushi BarSuite 400, Woodinville WA, 98072-	425-398-6700
WI	Altoona	Sin Wa Li Maran	SUSHI WITH GUSTO	2855 Woodman Dr, Altoona WI, 54720	715-598-7255
WI	Appleton	David Zonuna LLC	HISSHO Sushi	3801 N Richmond St, Appleton WI, 54913-9631	920-350-6210
WI	Baraboo	Kee Phe	HISSHO Sushi	615 Linn St Sushi Bar, Baraboo WI, 53913-1061	608-356-6671

WI	Beloit	Mehm Seik Chan	SUSHI WITH	1877 Madison Rd, Beloit	608-362-0420
			GUSTO	WI, 53511	
WI	Brookfield	Kip Zing	HISSHO Sushi	18985 W Capitol Dr, Brookfield WI, 53045-2704	262-781-8200
WI	Cedarburg	TIAL CHUM LING LLC	SUSHI WITH GUSTO	W61N286 Washington Ave, Cedarburg WI, 53012	262-248-8798
WI	De Pere	BR SUSHI LLC	HISSHO Sushi	1001 Main Ave, De Pere WI, 54115-1307	920-336-6520
WI	Delafield	CHRISTY ZA FAMILY LLC	HISSHO Sushi	3255 Golf Rd Sushi Bar, Delafield WI, 53018-2157	262-646-9483
WI	Eagle River	Maung Gree	SUSHI WITH GUSTO	925 E Wall St, Eagle River WI, 54521	715-479-6411
WI	Eau Claire	WALONE LLC		1221 Whipple St, EAU Claire WI, 54703	#N/A
WI	Fond Du Lac	Lah Thar	HISSHO Sushi	1125 E Johnson St Sushi Bar, Fond du Lac WI,	920-273-0490
WI	Grafton	Tum Lan Bik	HISSHO Sushi	1600 N Port Washington Rd Sushi Bar, Grafton WI,	262-204-2800
WI	Green Bay	BR SUSHI LLC	HISSHO Sushi	2348 Lineville Rd, Green Bay WI, 54313-8811	920-965-0042
WI	Green Bay	Kavi Mon	HISSHO Sushi	2015 Shawano Ave Sushi Bar, Green Bay WI, 54303-	920-496-8100
WI	Green Bay	PK Sushi LLC	HISSHO Sushi	2250 W Mason St Sushi Bar, Green Bay WI, 54303-	920-496-2966
WI	Green Bay	PK Sushi LLC	HISSHO Sushi	2430 University Ave, Green Bay WI, 54302-5006	844-465-3707
WI	Green Bay	PK Sushi LLC	HISSHO Sushi	2534 Steffens Ct, Green Bay WI, 54311-4504	920-465-3800
WI	Greenfield	Ral Lian Bawi	HISSHO Sushi	5800 W Layton Ave Sushi Bar, Greenfield WI, 53220-	414-304-2000
WI	Hales Corners	Sui Dang	HISSHO Sushi	5600 S 108th St Sushi Bar, Hales Corners WI, 53130- 1910	920-964-3400 ex.141
WI	Hartford	Salaijune LLC	HISSHO Sushi	1275 Bell Ave, Hartford WI, 53027	262-457-2772
WI	Janesville	myatmin LLC	HISSHO Sushi	2233 Humes Rd Sushi Bar, Janesville WI, 53545-0258	844-425-4198
WI	Janesville	Sian Tawi LLC	SUSHI WITH GUSTO	2819 N Lexington Drive, Janesville WI, 53545	608-754-3373
WI	Kenosha	Biak Family LLC	SUSHI WITH GUSTO	7145 120th Avenue, Kenosha WI, 53142	262-857-3801
WI	Kenosha	Cung Ling	HISSHO Sushi	6000 31st St, Kenosha WI, 53144-7322	844-358-1453
WI	Kenosha	Hmunsang Uk	HISSHO Sushi	3401 80th St, Kenosha WI, 53142-5903	262-694-7200

WI	Kenosha	Savena Suina	HISSHO Sushi	7701 Green Bay Rd Sushi Bar, Kenosha WI, 53142-	262-612-1600
WI	Lake Geneva	Htun Thit Sa LLC	SUSHI WITH GUSTO	100 E. Geneva Sq, Lake Geneva WI, 53147	262-248-8798
WI	Madison	Lal Jeremiah	HISSHO Sushi	810 E Washington Ave, Madison WI, 53703-2936	844-511-3887
WI	Madison	Ma Ma Gyi LLC	SUSHI WITH GUSTO	3817 Milwaukee Street, Madison WI, 53714	608-244-7508
WI	Madison	Mang Lian Uk	HISSHO Sushi	7455 Mineral Point Rd Sushi Bar, Madison WI,	608-829-3500
WI	Madison	Puspa Maya Gurung	SUSHI WITH GUSTO	725 Gammon Road, Madison WI, 53719	608-274-8944
WI	Madison	Win Naing		726 N Midvale Blvd Sushi Bar, Madison WI, 53705-	608-238-7612
WI	Manitowoc	Lam Khan Mung	HISSHO Sushi	1818 S Rapids Rd Sushi Bar, Manitowoc WI, 54220	920-663-3836
WI	Manitowoc	Nai Mon	HISSHO Sushi	2151 S 42ND St Sushi Bar, Manitowoc WI, 54220-9701	262-694-7200
WI	Marshfield	YoYo2 Sushi LLC	HISSHO Sushi	1613 N Central Ave, Marshfield WI, 54449-1550	715-384-8866
WI	Mauston	Khaing Zin Oo	HISSHO Sushi	750 N Union St Sushi Bar, Mauston WI, 53948-1100	608-847-4331
WI	Mequon	Di Na LLC	SHIZEN	7590 West Mequion Road, Mequon WI, 53092	262-242-0426
WI	Mequon	Khadeeson LLC	SUSHI WITH GUSTO	6111 W Mequon Rd, Mequon WI, 53092	262-242-2180
WI	Merrill	Paul Thang's Sushi LLC	HISSHO Sushi	300 E 1st St, Merrill WI, 54452	715-536-2571
WI	Milwaukee	Lermoo Kyaw	SHIZEN	2826 SKinnickinnic Avenue, Milwaukee WI,	414-755-3202
WI	Milwaukee	myatmin LLC	HISSHO Sushi	5000 W National Avenue, Milwaukee WI, 53295	206-764-2019
WI	Milwaukee	Van Bawi Thawng	SHIZEN	100 E Capital Drive, Milwaukee WI, 53212	414-961-2597
WI	Minocqua	Tranquil Pines, LLC	SUSHI WITH GUSTO	9570 Highway 70 West, Minocqua WI, 54548	715-356-9456
WI	Mount Pleasant	No Zam	HISSHO Sushi	5740 Washington Ave, Mount Pleasant WI, 53406-	844-878-6949
WI	Neenah	Morning Star Sushi LLC	HISSHO Sushi	647 S Green Bay Rd Sushi Bar, Neenah WI, 54956-	920-967-3300
WI	New London	Lal Chaka LLC	HISSHO Sushi	308 N Shawano St, New London WI, 54961	920-964-3400 ex.141
WI	Oak Creek	Mang Cin Sung	HISSHO Sushi	171 W Town Square Way Sushi Bar, Oak Creek WI, 53154-6801	414-501-1700

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WI	Onalaska	Hmung Sushi LLC	SUSHI WITH GUSTO	9515 Wisconsin 16, Onalaska WI, 54650	608-783-2233
WI	Oshkosh	Lah Thar	HISSHO Sushi	2415 Westowne Ave Sushi Bar, Oshkosh WI, 54904-	920-966-3378
WI	Portage	Khaing Zin Oo	HISSHO Sushi	2915 New Pinery Rd, Portage WI, 53901-9226	608-742-2481
WI	Reedsburg	Cin Sian Lian	SUSHI WITH GUSTO	150 Viking Drive, Reedsburg WI, 53949	(608) 524-6108
WI	Rhinelander	Van Nei Mawi	SUSHI WITH GUSTO	232 S Courtney St, Rhinelander WI, 54501	715-369-1470
WI	Salem	Esther Biak Cin Tial	HISSHO Sushi	25300 75th St, Salem WI, 53168-9684	262-843-4204
WI	Sheboygan	Kim Family Sushi Inc.	HISSHO Sushi	924 N Taylor Dr Sushi Bar, Sheboygan WI, 53081-4202	920-547-2628
WI	Sheboygan	PHIL ROLL SUSHI LLC	HISSHO Sushi	595 S Taylor Dr Sushi Bar, Sheboygan WI, 53081-4234	920-694-6260
WI	Stevens Point	Pau Khup Lian	HISSHO Sushi	1600 Academy Ave, Stevens Point WI, 54481	715-341-0200
WI	Sun Prairie	Shin Than	SUSHI WITH GUSTO	1099 South Grand Avenue, Sun Prairie WI, 53590	608-825-1511
WI	Tomahawk	Van Nei Mawi	SUSHI WITH GUSTO	662 North 4th St, Tomahawk WI, 54487	715-453-2174
WI	Verona	Lal Jeremiah	HISSHO Sushi	660 Hometown Cir Sushi Bar, Verona WI, 53593-	920-964-3400 ex.141
WI	Walworth	Htun Thit Sa LLC	SUSHI WITH GUSTO	681 Kenosha Street, Walworth WI, 53184	262-275-0458
WI	Wausau	Daunan Zatang Lashi	HISSHO Sushi	110 S 17th Ave, Wausau WI, 54401	715-849-8744
WI	Wauwatosa	K&M Sushi Inc	HISSHO Sushi	6700 W State St Sushi Bar, Wauwatosa WI, 53213-	414-259-8560
WI	Wauwatosa	Man Thluai	SHIZEN	7000 W State Street, Wauwatosa WI, 53213	414-778-2012
WI	Wauwatosa	Za Thun	HISSHO Sushi	11111 W Burleigh St Sushi Bar, Wauwatosa WI, 53222- 3211	414-290-0900
WI	West Allis	Siang Lian Thawng	HISSHO Sushi	11111 W Greenfield Ave Sushi Bar, West Allis WI, 53214	920-964-3400 ex.141
WI	West Bend	Roben Duh Ceu	HISSHO Sushi	2180 S Main St Sushi Bar, West Bend WI, 53095-5754	262-334-8500
WI	Weston	Daunan Zatang Lashi	HISSHO Sushi	6205 US-51 BUS, Weston WI, 54476	715-359-0451
WV	Charles Town	Hla Shwe	HISSHO Sushi	190 Flowing Springs Rd Sushi Bar, Charles Town WV, 25414-3911	304-728-8696

WV	Hedgesville	Nu Myaw	HISSHO Sushi	147 Roaring Lion Rd, Hedgesville WV, 25427	304-754-9577
WV	Huntington	Diversity Corp		1 John Marhsall Dr Sushi Bar, Huntington WV, 25755	#N/A
WV	Huntington	Diversity Corp		1 John Marhsall Dr Sushi Bar, Huntington WV, 25755	#N/A
WV	Inwood	Tha Peng Bik	HISSHO Sushi	130 Duella Drive, Inwood WV, 25428	(304) 821-3159
WV	Martinsburg	Nu Myaw	HISSHO Sushi	1317 Old Courthouse Dr Sushi Bar, Martinsburg WV, 25404	717-240-7629
WV	Martinsburg	Nu Myaw		901 Foxcroft Ave Sushi Bar, Martinsburg WV,	717-240-7629
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	1 Medical Center Dr Sushi Bar, Morgantown WV, 26505-3409	304-293-3701
WV	Morgantown	Mang Uk LLC		1 Medical Center Drive, Morgantown WV, 26505	304-293-4430
WV	Morgantown	Mang Uk LLC		1 Waterfront Pl Sushi Bar, Morgantown WV, 26501- 5978	304-293-4430
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	1549 University Ave Sushi Bar, Morgantown WV, 26505-5673	304-293-4931
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	1550 University Ave Sushi Bar, Morgantown WV, 26505	817-694-7163
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	1550 University Ave Sushi Bar, Morgantown WV, 26506-0001	304-293-4430
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	2151 University Ave Sushi Bar, Morgantown WV,	817-694-7163
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	3 Evansdale Drive Sushi Bar, Morgantown WV,	304-293-4208
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	356 Evansdale Dr Sushi Bar, Morgantown WV, 26506-1100	304-293-4430
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	393 Evansdales Drive Sushi Bar, Morgantown WV,	304-293-3940
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	438 Oakland St Sushi Bar, Morgantown WV, 26505- 0100	304-293-4430
WV	Morgantown	Mang Uk LLC	HISSHO Sushi	62 Morrill Way Sushi Bar, Morgantown WV, 26505	817-694-7163

WY	Cheyenne	ZINGTIN LLC	ŌUMI sushi	5214 Rue Terre, Cheyenne	307-317-7820
				WY, 82009	

## EXHIBIT C-2 TO THE DISCLOSURE DOCUMENT LIST OF FRANCHISEES THAT LEFT THE SYSTEM BETWEEN JANUARY 1, 2024 AND DECEMBER 31, 2024

(i.e., outlets terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased business under the franchise agreement)

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

	TERMINATIONS (107 Total)						
State	City	Franchisee	Phone Number	Food Retail Unit Type (i.e., HISSHO Sushi, ŌUMI sushi, SUSHI WITH GUSTO, IBASHO Sushi, SHIZEN)	Reason		
AL	Huntsville	Shwesushi LLC	(470) 396-6889	SUSHI WITH GUSTO	Terminated		
AZ	Phoenix	Tihbual Sushi, LLC	(480)-468-0012	ŌUMI sushi	Terminated		
CA	Culver City	Aye Nandar Aung	(310) 402-9366	HISSHO Sushi	Terminated		
CA	Culver City	Aye Nandar Aung	(310) 402-9366	HISSHO Sushi	Terminated		
CA	Lathrop	Yon Lwin Dawson	(209) 981-6782	HISSHO Sushi	Terminated		
CA	Lathrop	Yon Lwin Dawson	(209) 981-6782	HISSHO Sushi	Terminated		
CA	Lathrop	Yon Lwin Dawson	(209) 981-6782	HISSHO Sushi	Terminated		
СО	Aurora	Biak Cung	(720) 453-8505	ŌUMI sushi	Terminated		
CT	West Redding	Diversity Food Brands	404-307-7109	HISSHO Sushi	Terminated		
FL	Gainesville	Thomas Zaubawk N-Gan	(716) 939-4364	HISSHO Sushi	Terminated		

FL	Jacksonville	Phyu Phyu Soe	(806) 731-2215	SUSHI WITH GUSTO	Terminated
FL	Ocala	Pi Pi	(407) 353-7720	HISSHO Sushi	Terminated
FL	Port St. Lucie	Kap Sian Kop Cin	(954) 488-0020	SUSHI WITH GUSTO	Terminated
FL	Tampa	Moe Moe Thaw	(571)-528-5293	SUSHI WITH GUSTO	Terminated
GA	Athens	Jia Ling Feng	(706) 755-1746	HISSHO Sushi	Terminated
GA	Clarkston	Jenny Ngunhlei Par	(608) 304-8854	HISSHO Sushi	Terminated
GA	Lilburn	Tha Nei Sin Lyan	(678) 773-2495	HISSHO Sushi	Terminated
IN	Bloomington	Tun Family LLC	(859) 866-3798	HISSHO Sushi	Terminated
IN	Indianapolis	5B2F, LLC	(317) 373-1239	HISSHO Sushi	Terminated
IN	Indianapolis	5B2F, LLC	(317) 373-1239	HISSHO Sushi	Terminated
LA	Belle Chasse	Cindy Smart	(850) 567 8334	HISSHO Sushi	Terminated
LA	Lafayette	Mary Vinay	(404) 840-4226	HISSHO Sushi	Terminated
LA	Lafayette	Mary Vinay	(404) 840-4226	HISSHO Sushi	Terminated
MA	Newton	Hi, Sushi LLC	(857) 361-8436	HISSHO Sushi	Terminated
MA	Somerville	SUGATI L.L.C.	(774) 277-9744	HISSHO Sushi	Terminated
MD	Gaithersburg	Myint Oo	(301)-956-6768	HISSHO Sushi	Terminated
MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Terminated
MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Terminated
MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Terminated

MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Terminated
MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Terminated
MD	Rockville	Si Si Thwe	(240) 614-8839	HISSHO Sushi	Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842	HISSHO Sushi	Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842	HISSHO Sushi	Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842	HISSHO Sushi	Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842	HISSHO Sushi	Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842	HISSHO Sushi	Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842 HISSHO Sushi		Terminated
MD	Silver Springs	Ted Sushi, LLC	(626) 418-6842	HISSHO Sushi	Terminated
MI	Kentwood	Lal Siam Mawi	(616) 466-0990	HISSHO Sushi	Terminated
MI	Kentwood	Christine Hehmeh Lian	616-238-2396	HISSHO Sushi	Terminated
МО	Branson	Ching Paal LLC	(715)-204-8075	HISSHO Sushi	Terminated
МО	St. Louis	Bawi Sung Hlawn Ceu	(314) 398-8170	SUSHI WITH GUSTO	Terminated
МО	St. Louis	Bawi Sung Hlawn Ceu	(314) 398-8170	SUSHI WITH GUSTO	Terminated
МО	St. Louis	Bawi Sung Hlawn Ceu	(314) 398-8170	SUSHI WITH GUSTO	Terminated
MS	Jackson	Sein Linn	(706) 799-9163	SUSHI WITH GUSTO	Terminated
NC	Charlotte	Cung Sushi, LLC	(980) 395-0147	SUSHI WITH GUSTO	Terminated
NC	Charlotte	Zing Tha Hlei Man	(704) 891-9698	HISSHO Sushi	Terminated

Charlotte	Ye Yan Naing Win	(301) 852-4396	HISSHO Sushi	Terminated
Fletcher	Ngun Zing Thang	(828)-489-4029	HISSHO Sushi	Terminated
Indian Trail	Tha Nei Kung	(704) 208-0791	HISSHO Sushi	Terminated
New Bern	Knyaw Taste LLC	(910) 331-0182	HISSHO Sushi	Terminated
Pembroke	Eric Lal Muan Sang	(463) 230-4534	HISSHO Sushi	Terminated
Pembroke	Eric Lal Muan Sang	(463) 230-4534	HISSHO Sushi	Terminated
Pembroke	Eric Lal Muan Sang	(463) 230-4534	HISSHO Sushi	Terminated
Raleigh	Htoo LLC	(407)-968-2492	(407)-968-2492 SUSHI WITH GUSTO	
Waxhaw	Lal Lian Cung	(980) 259-8936 HISSHO Sushi		Terminated
Hastings	Van Daai Tui Sushi LLC	(954)-624-6648	SUSHI WITH GUSTO	Terminated
Lincoln	Andrew Thang Thawn Sing	(636)-633-2630	SUSHI WITH GUSTO	Terminated
Lincoln	LauTsangYingSau Zahkung	(402)-378-6892	SUSHI WITH GUSTO	Terminated
Omaha	Sung Hlei Cuai	(402) 706-1201	HISSHO Sushi	Terminated
Omaha	Sung Hlei Cuai	(402) 706-1201	HISSHO Sushi	Terminated
Omaha	Sung Hlei Cuai	(402) 706-1201	HISSHO Sushi	Terminated
Omaha	Sung Hlei Cuai	(402) 706-1201	HISSHO Sushi	Terminated
Omaha	Sung Hlei Cuai	(402) 706-1201	HISSHO Sushi	Terminated
Hudson	Niang Sang Cing	(918) 508-5642	HISSHO Sushi	Terminated
Hudson	Niang Sang Cing	(918) 508-5642	HISSHO Sushi	Terminated
	Fletcher Indian Trail New Bern Pembroke Pembroke Pembroke Raleigh Waxhaw Hastings Lincoln Lincoln Omaha Omaha Omaha Omaha Hudson	Fletcher Ngun Zing Thang  Indian Trail Tha Nei Kung  New Bern Knyaw Taste LLC  Pembroke Eric Lal Muan Sang  Pembroke Eric Lal Muan Sang  Pembroke Eric Lal Muan Sang  Raleigh Htoo LLC  Waxhaw Lal Lian Cung  Hastings Van Daai Tui Sushi LLC  Lincoln Andrew Thang Thawn Sing  Lincoln LauTsangYingSau Zahkung  Omaha Sung Hlei Cuai  Omaha Sung Hlei Cuai	Fletcher   Ngun Zing Thang   (828)-489-4029     Indian Trail   Tha Nei Kung   (704) 208-0791     New Bern   Knyaw Taste LLC   (910) 331-0182     Pembroke   Eric Lal Muan Sang   (463) 230-4534     Raleigh   Htoo LLC   (407)-968-2492     Waxhaw   Lal Lian Cung   (980) 259-8936     Hastings   Van Daai Tui Sushi LLC   (954)-624-6648     Lincoln   Andrew Thang Thawn   (636)-633-2630     Lincoln   Lau Tsang Ying Sau   (402)-378-6892     Zahkung   Omaha   Sung Hlei Cuai   (402) 706-1201     Omaha   Sung Hlei Cuai   (402) 706-1201	Fletcher Ngun Zing Thang (828)-489-4029 HISSHO Sushi Indian Trail Tha Nei Kung (704) 208-0791 HISSHO Sushi New Bern Knyaw Taste LLC (910) 331-0182 HISSHO Sushi Pembroke Eric Lal Muan Sang (463) 230-4534 HISSHO Sushi Pembroke Eric Lal Muan Sang (463) 230-4534 HISSHO Sushi Pembroke Eric Lal Muan Sang (463) 230-4534 HISSHO Sushi Raleigh Htoo LLC (407)-968-2492 SUSHI WITH GUSTO Waxhaw Lal Lian Cung (980) 259-8936 HISSHO Sushi Hastings Van Daai Tui Sushi LLC (954)-624-6648 SUSHI WITH GUSTO Lincoln Andrew Thang Thawn (636)-633-2630 SUSHI WITH GUSTO Lincoln LauTsangYingSau (402)-378-6892 SUSHI WITH GUSTO Lincoln Sung Hlei Cuai (402) 706-1201 HISSHO Sushi Omaha Sung Hlei Cuai (402) 706-1201 HISSHO Sushi

Brick township	Zin Min Nwe	(732)-642-1623	HISSHO Sushi	Terminated
Brick township	Zin Min Nwe	(732)-642-1623	HISSHO Sushi	Terminated
Edison	Aung Ye Kyaw	(347)-837-4429	HISSHO Sushi	Terminated
Ewing Township	NueNang Sushi LLC	(347) 239-2282	HISSHO Sushi	Terminated
Ewing Township	NueNang Sushi LLC	(347) 239-2282	HISSHO Sushi	Terminated
Passaic	MYNBYA LLC	(406) 204-8385	HISSHO Sushi	Terminated
Elmhurst	Kyaw Han	(347)-720-5574	HISSHO Sushi	Terminated
Syracuse	Jennifer Tway Shwe	(315) 278-3800	HISSHO Sushi	Terminated
Yorktown Heights	Stacy Khinesu Oo	(917) 279-2644	HISSHO Sushi	Terminated
Akron	Htoo Family LLC	(330) 803-8386	HISSHO Sushi	Terminated
Akron	Loka Chan	(330) 990-4960	HISSHO Sushi	Terminated
Akron	Mehmjanaet Waeng	(434) 872-3433	HISSHO Sushi	Terminated
Cranston	Adrian Kyawswa Soe	(540) 446-6549	HISSHO Sushi	Terminated
Columbia	Fnu Rachely	(803) 743-5330	HISSHO Sushi	Terminated
Irmo	Hung Phway	(210)-769-7699	HISSHO Sushi	Terminated
Ladson	Hla Myo Swe	(843) 934-6205	HISSHO Sushi	Terminated
Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
	Brick township  Edison  Ewing Township  Ewing Township  Passaic  Elmhurst  Syracuse  Yorktown Heights  Akron  Akron  Cranston  Columbia  Irmo  Ladson  Lexington	Brick township Zin Min Nwe  Edison Aung Ye Kyaw  Ewing NueNang Sushi LLC Township NueNang Sushi LLC  Ewing NueNang Sushi LLC Township NueNang Sushi LLC  Elmhurst Kyaw Han  Syracuse Jennifer Tway Shwe  Yorktown Heights Akron Htoo Family LLC  Akron Loka Chan  Akron Mehmjanaet Waeng  Cranston Adrian Kyawswa Soe  Columbia Fnu Rachely  Irmo Hung Phway  Ladson Hla Myo Swe  Lexington Htoo Family LLC  Lexington Htoo Family LLC	Brick township         Zin Min Nwe         (732)-642-1623           Edison         Aung Ye Kyaw         (347)-837-4429           Ewing         NueNang Sushi LLC         (347) 239-2282           Township         NueNang Sushi LLC         (347) 239-2282           Township         Mynbya LLC         (406) 204-8385           Elmhurst         Kyaw Han         (347)-720-5574           Syracuse         Jennifer Tway Shwe         (315) 278-3800           Yorktown         Stacy Khinesu Oo         (917) 279-2644           Heights         Akron         Hoo Family LLC         (330) 803-8386           Akron         Loka Chan         (330) 990-4960           Akron         Mehmjanaet Waeng         (434) 872-3433           Cranston         Adrian Kyawswa Soe         (540) 446-6549           Columbia         Fnu Rachely         (803) 743-5330           Irmo         Hung Phway         (210)-769-7699           Ladson         Hla Myo Swe         (843) 934-6205           Lexington         Htoo Family LLC         (803) 450-7184           Lexington         Htoo Family LLC         (803) 450-7184	Brick township Zin Min Nwe (732)-642-1623 HISSHO Sushi  Edison Aung Ye Kyaw (347)-837-4429 HISSHO Sushi  Ewing NueNang Sushi LLC (347) 239-2282 HISSHO Sushi  Ewing Township NueNang Sushi LLC (347) 239-2282 HISSHO Sushi  Township NueNang Sushi LLC (406) 204-8385 HISSHO Sushi  Elmhurst Kyaw Han (347)-720-5574 HISSHO Sushi  Syracuse Jennifer Tway Shwe (315) 278-3800 HISSHO Sushi  Yorktown Heights Akron Hoo Family LLC (330) 803-8386 HISSHO Sushi  Akron Loka Chan (330) 990-4960 HISSHO Sushi  Akron Mehmjanaet Waeng (434) 872-3433 HISSHO Sushi  Cranston Adrian Kyawswa Soe (540) 446-6549 HISSHO Sushi  Columbia Fnu Rachely (803) 743-5330 HISSHO Sushi  Irmo Hung Phway (210)-769-7699 HISSHO Sushi  Ladson Hla Myo Swe (843) 934-6205 HISSHO Sushi  Lexington Htoo Family LLC (803) 450-7184 HISSHO Sushi  Lexington Htoo Family LLC (803) 450-7184 HISSHO Sushi

SC	Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
SC	Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
SC	Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
SC	Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
SC	Lexington	Htoo Family LLC	(803) 450-7184	HISSHO Sushi	Terminated
SC	Taylors	Biak Hnem Kim	(864)-884-8306	HISSHO Sushi	Terminated
TN	Memphis	Jahpa Lu NGan	(901)-830-8064	SUSHI WITH GUSTO	Terminated
VA	Charlottesville	Seng Nam Samhka	(410)-299-7111	HISSHO Sushi	Terminated
VA	Charlottesville	Seng Nam Samhka	(410)-299-7111	HISSHO Sushi	Terminated
VA	Charlottesville	Seng Nam Samhka	(410)-299-7111	HISSHO Sushi	Terminated
VA	Charlottesville	Seng Nam Samhka	(410)-299-7111	HISSHO Sushi	Terminated
VA	Henrico	Kai Seng Sumlut	(323) 893-3023	HISSHO Sushi	Terminated
VA	Richmond	MTH Enterprises Inc	(804) 475-1311	HISSHO Sushi	Terminated
VA	Roanoke	Hornbill LLC	(936) 234-0655	HISSHO Sushi	Terminated
VA	Roanoke	Hornbill LLC	(936) 234-0655	HISSHO Sushi	Terminated
VA	Winchester	La Ja Phaga	(540) 539-1872	HISSHO Sushi	Terminated
WI	Appleton	Nai Ral Mon	(630) 835-7520	HISSHO Sushi	Terminated
WI	Appleton	Rasa Mon Inc.	(414) 391-0070	HISSHO Sushi	Terminated
WI	Appleton	Nai Yin	(920) 903-2626	HISSHO Sushi	Terminated

WI	Lake Geneva	Htun Thit Sa LLC	(262)-755-3311	SUSHI WITH GUSTO	Terminated
WI	Oshkosh	Sushi with Mo Shay LLC	· /	SUSHI WITH GUSTO	Terminated

	REACQUIRED BY FRANCHISOR (154 Total)							
State	City	Franchisee	Phone Number	Food Retail Unit Type (i.e., HISSHO Sushi, ŌUMI sushi, SUSHI WITH GUSTO, IBASHO Sushi, SHIZEN)	Reason			
AL	Huntsville	Shwesushi LLC	(470) 396-6889	ŌUMI sushi	Reacquired by Franchisor			
AL	Vestavia Hills	Dana Wang	(205) 601-0328	HISSHO Sushi	Reacquired by Franchisor*			
AL	Vestavia Hills	Dana Wang	(205) 601-0328	HISSHO Sushi	Reacquired by Franchisor*			
CA	Lake Elsihore	Alina Pradith	(951) 889-7003	HISSHO Sushi	Reacquired by Franchisor*			
CA	Lake Elsihore	Alina Pradith	(951) 889-7003	HISSHO Sushi	Reacquired by Franchisor*			
CA	San Diego	Kong Lang Sushi Inc	(425) 381-7137	ŌUMI sushi	Reacquired by Franchisor*			
CA	San Francisco	Htay Yu Mon	(415) 650-8974	ŌUMI sushi	Reacquired by Franchisor*			
CA	San Francisco	Htay Yu Mon	(415) 650-8974	ŌUMI sushi	Reacquired by Franchisor*			
СО	Aurora	Naw Naw Lahtaw	(720) 757-4245	HISSHO Sushi	Reacquired by Franchisor*			

CO	Aurora	Naw Naw Lahtaw	(720) 757-4245	HISSHO Sushi	Reacquired by Franchisor*
СО	Colorado Springs	Uk Cung	(719) 645-5034	ŌUMI sushi	Reacquired by Franchisor*
СО	Denver	Ngun Sui Chin LLC	(720) 909-4189	ŌUMI sushi	Reacquired by Franchisor*
СО	Loveland	Than Hmung Lian	(214)-434-2233	ŌUMI sushi	Reacquired by Franchisor*
СО	Westminster	Ni Cia Dim	(469) 688-5878	HISSHO Sushi	Reacquired by Franchisor
СО	Westminster	Ni Cia Dim	(469) 688-5878	HISSHO Sushi	Reacquired by Franchisor
СТ	Bristol	TTBG, LLC	(860) 922-9925	HISSHO Sushi	Reacquired by Franchisor*
СТ	Hartford	Peter Gim Khan Lian	(646)-353-5402	HISSHO Sushi	Reacquired by Franchisor*
СТ	Hartford	Peter Gim Khan Lian	(646)-353-5402	HISSHO Sushi	Reacquired by Franchisor*
СТ	Hartford	Peter Gim Khan Lian	(646)-353-5402	HISSHO Sushi	Reacquired by Franchisor*
СТ	Hartford	Peter Gim Khan Lian	(646)-353-5402	HISSHO Sushi	Reacquired by Franchisor*
СТ	Hartford	Peter Gim Khan Lian	(646)-353-5402	HISSHO Sushi	Reacquired by Franchisor*
СТ	Hartford	Peter Gim Khan Lian	(646)-353-5402	HISSHO Sushi	Reacquired by Franchisor*

СТ	Putnam	Yuyu Sint Aung	(650) 889-6123	HISSHO Sushi	Reacquired by Franchisor*
СТ	Putnam	Yuyu Sint Aung	(650) 889-6123	HISSHO Sushi	Reacquired by Franchisor*
CT	Putnam	Yuyu Sint Aung	(650) 889-6123	HISSHO Sushi	Reacquired by Franchisor*
СТ	Putnam	Yuyu Sint Aung	(650) 889-6123	HISSHO Sushi	Reacquired by Franchisor*
СТ	Stratford	Zin Mar Oo	(828)-699-5656	HISSHO Sushi	Reacquired by Franchisor*
FL	Jacksonville	Ko Naing Win	(323)-482-6950	HISSHO Sushi	Reacquired by Franchisor*
FL	Jacksonville	Ko Naing Win	(323)-482-6950	HISSHO Sushi	Reacquired by Franchisor
FL	Jacksonville	Lian Deih Khup	(904) 305-7938	ŌUMI sushi	Reacquired by Franchisor*
FL	Jacksonville	Phyu Phyu Soe	(806) 731-2215	ŌUMI sushi	Reacquired by Franchisor*
FL	Jacksonville	San Aung Chyau Chyi	(904)-521-7425	SUSHI WITH GUSTO	Reacquired by Franchisor
FL	Land O Lakes	Lal Peng	(813)-475-0972	ŌUMI sushi	Reacquired by Franchisor*
FL	Miami Gardens	Blooming Sushi LLC	(317) 640-9988	SUSHI WITH GUSTO	Reacquired by Franchisor
FL	Sarasota	THAI CHICKEN TERIYAKI Limited Liablity Company	(929) 990-5170	SUSHI WITH GUSTO	Reacquired by Franchisor*

FL	St. Petersburg	Zaw Myo Aung	(631) 452-1575	HISSHO Sushi	Reacquired by Franchisor
FL	Tallahassee	Naw Bu Myar	(210) 290-2367	HISSHO Sushi	Reacquired by Franchisor*
IL	Glen Ellyn	Felix Sushi LLC	(331) 551-3902	SUSHI WITH GUSTO	Reacquired by Franchisor*
IN	Indianapolis	Siangling LLC	(269) 419-8881	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Za Lian LLC	(317) 544-9479	HISSHO Sushi	Reacquired by Franchisor
IN	Indianapolis	Siang Cungmang Thangnget	(317) 998-0294	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Siang Cungmang Thangnget	(317) 998-0294	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*

IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
IN	Indianapolis	Samuel Aung	(216) 695-2141	HISSHO Sushi	Reacquired by Franchisor*
	1	3			
IN	Indianapolis	Mizosushi LLC	(317) 453-6447	HISSHO Sushi	Reacquired by Franchisor
IN	Indianapolis	Curl Sushi LLC	(732) 900-9866	HISSHO Sushi	Reacquired by Franchisor*
KS	Kansas City	Peter Bawi Peng Sang	(913) 251-5682	HISSHO Sushi	Reacquired by Franchisor
KS	Kansas City	Peter Bawi Peng Sang	(913) 251-5682	HISSHO Sushi	Reacquired by Franchisor
KY	Bowling Green	Tluang Thang	(270) 421-3221	SUSHI WITH GUSTO	Reacquired by Franchisor*
KY	Lexington	Sushi Village LLC	(831) 760-1846	HISSHO Sushi	Reacquired by Franchisor*
KY	Lexington	Sushi Village LLC	(831) 760-1846	HISSHO Sushi	Reacquired by Franchisor*
LA	Houma	Helen Ah Lo Anderson	(985)-266-9018	SUSHI WITH GUSTO	Reacquired by Franchisor*
LA	Metairie	Brang Sha LLC	(904) 762-6960	SUSHI WITH GUSTO	Reacquired by Franchisor*
MA	Belmont	Dil Bahadur Tamang	(617) 583-2139	HISSHO Sushi	Reacquired by Franchisor*
MA	East Falmouth	Sushi King Inc.	(917) 891-3520	HISSHO Sushi	Reacquired by Franchisor

MA	Lowell	Lang Kho Tuan	(630) 923-4131	HISSHO Sushi	Reacquired by Franchisor
MA	Lynn	Khin Myo Thu	(978) 396-9635	HISSHO Sushi	Reacquired by Franchisor*
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor*
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor*
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor
MA	Quincy	Banyar Chimmon	(317)-489-2326	HISSHO Sushi	Reacquired by Franchisor
MD	Baltimore	Thang Vel, LLC	(913) 488-0358	ŌUMI sushi	Reacquired by Franchisor
MD	Frederick	SUMT LLC	(301)-806-5887	HISSHO Sushi	Reacquired by Franchisor*
MD	Hagerstown	Siang Cung	(203)-850-4711	HISSHO Sushi	Reacquired by Franchisor*
MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Reacquired by Franchisor*

MD	Mount Airy	Goon Du Pha Ga	(540) 414-1198	HISSHO Sushi	Reacquired by Franchisor*
MI	Roseville	Za Thin Thang	(980) 228-8397	HISSHO Sushi	Reacquired by Franchisor*
MN	Apple Valley	Na Prayounkham	(612) 839-1706	HISSHO Sushi	Reacquired by Franchisor*
MN	Blaine	PHV Sushi LLC	(651) 263-5088	HISSHO Sushi	Reacquired by Franchisor*
MN	Saint Paul	Go Go Sushi, LLC	(651) 472-6487	HISSHO Sushi	Reacquired by Franchisor*
MN	Saint Paul	Thet Sushi LLC	(612)-979-8228	HISSHO Sushi	Reacquired by Franchisor*
MN	Saint Paul	Win Wold Sushi LLC	(651) 301-5550	HISSHO Sushi	Reacquired by Franchisor*
МО	Columbia	Htu Raw	(513)-652-3453	SUSHI WITH GUSTO	Reacquired by Franchisor*
МО	Gladstone	Siang Thang	(641) 758-5008	HISSHO Sushi	Reacquired by Franchisor
МО	Kansas City	Ra Ma Sa	(816) 209- 8920	ŌUMI sushi	Reacquired by Franchisor*
МО	Liberty	En Khan Kam	(901) 498-3796	ŌUMI sushi	Reacquired by Franchisor*
MS	Clinton	Pan Lung	(817) 727-1700	HISSHO Sushi	Reacquired by Franchisor
MS	Clinton	Pan Lung	(817) 727-1700	HISSHO Sushi	Reacquired by Franchisor

MS	Clinton	Pan Lung	(817) 727-1700	HISSHO Sushi	Reacquired by Franchisor
MS	Clinton	Pan Lung	(817) 727-1700	HISSHO Sushi	Reacquired by Franchisor
MS	Clinton	Pan Lung	(817) 727-1700	SUSHI WITH GUSTO	Reacquired by Franchisor*
MS	Jackson	Sein Linn	(706) 799-9163	SUSHI WITH GUSTO	Reacquired by Franchisor*
NC	Charlotte	Tluang Tin Sang LLC	(405) 889-3055	ŌUMI sushi	Reacquired by Franchisor*
NC	Fayetteville	Gig9 LLC	(252) 675-0776	HISSHO Sushi	Reacquired by Franchisor
NC	Four Oaks	Shwe Square LLC	(769) 232-8663	HISSHO Sushi	Reacquired by Franchisor*
NC	Graham	Maung Zaw Thike Maung	(919) 448-8569	HISSHO Sushi	Reacquired by Franchisor*
NC	New Bern	Mang Familly LLC	(252) 626-8312	HISSHO Sushi	Reacquired by Franchisor
NC	New Bern	Knyaw Taste LLC	(910) 331-0182	HISSHO Sushi	Reacquired by Franchisor*
NC	New Bern	Knyaw Taste LLC	(910) 331-0182	HISSHO Sushi	Reacquired by Franchisor*
NC	New Bern	Knyaw Taste LLC	(910) 331-0182	HISSHO Sushi	Reacquired by Franchisor*
NC	Oak Island	Htwe Htwe Myat	(252) 671-4415	HISSHO Sushi	Reacquired by Franchisor

NC	Troutman	Troutman Sushi LLC	(317) 416-6779	HISSHO Sushi	Reacquired by Franchisor*
NC	Wendell	Sho Tial Cal LLC	(984) 242-5126	HISSHO Sushi	Reacquired by Franchisor*
NC	Wendell	Sho Tial Cal LLC	(984) 242-5126	HISSHO Sushi	Reacquired by Franchisor*
NC	Wilmington	Yulia Khaing	(910)-442-6830	SUSHI WITH GUSTO	Reacquired by Franchisor*
NE	Lincoln	Pacharahwalai Maungkya Taveepanpun	(402) 304-9370	HISSHO Sushi	Reacquired by Franchisor*
NM	Alburquerque	Steven Bawi Bik Cinzah	(214) 705-4216	ŌUMI sushi	Reacquired by Franchisor
NY	Rensselaer	Aung Gyi	(518) 496-9231	SUSHI WITH GUSTO	Reacquired by Franchisor*
NY	Rensselaer	Aung Gyi	(518) 496-9231	HISSHO Sushi	Reacquired by Franchisor*
ОН	Akron	Saw Say LLC	330-689-8416	HISSHO Sushi	Reacquired by Franchisor*
ОН	Lakewood	Ramtha Thawng LLC	(317) 453-7552	HISSHO Sushi	Reacquired by Franchisor*
ОН	Parma Heights	Ram Lian	(480)-587-2302	HISSHO Sushi	Reacquired by Franchisor*
OR	Springfield	Aung Thein Win Aung	(402) 659-0814	HISSHO Sushi	Reacquired by Franchisor*
PA	Chambersbur g	Than Naing	(330) 564-7329	HISSHO Sushi	Reacquired by Franchisor*

PA	Chambersbur g	Than Naing	(330) 564-7329	HISSHO Sushi	Reacquired by Franchisor*
PA	Hazleton	Little White LLC	(267) 819-5530	HISSHO Sushi	Reacquired by Franchisor*
PA	Lancaster	Taison Sushi, LLC	(706) 955-6467	HISSHO Sushi	Reacquired by Franchisor*
PA	Lancaster	Taison Sushi, LLC	(706) 955-6467	HISSHO Sushi	Reacquired by Franchisor*
PA	Lansdale	Hting Nan Mung Ra	(207)-649-7290	HISSHO Sushi	Reacquired by Franchisor*
PA	Philadelphia	Zin Food Services LLC	(267) 265-3240	HISSHO Sushi	Reacquired by Franchisor
PA	Philadelphia	Zin Food Services LLC	(267) 265-3240	HISSHO Sushi	Reacquired by Franchisor
PA	Philadelphia	Zin Food Services LLC	(267) 265-3240	HISSHO Sushi	Reacquired by Franchisor
PA	Philadelphia	Zin Food Services LLC	(267) 265-3240	HISSHO Sushi	Reacquired by Franchisor
PA	State College	KAYINS INC.	(814) 880-8204	HISSHO Sushi	Reacquired by Franchisor*
PA	State College	Shainism, LLC	(814) 574-9671	HISSHO Sushi	Reacquired by Franchisor
PA	State College	KAYINS INC.	(814) 880-8204	HISSHO Sushi	Reacquired by Franchisor*
PA	Upper Darby	Soe Soe Steven	(267) 449-9726	HISSHO Sushi	Reacquired by Franchisor*

Winfield	Uncle Soe LLC	(845) 233-8450	HISSHO Sushi	Reacquired by Franchisor*
Charleston	Sui Ling Thang Sushi LLC	(864) 518-2846	HISSHO Sushi	Reacquired by Franchisor*
Columbia	Praising LLC	(803) 319-0235	SUSHI WITH GUSTO	Reacquired by Franchisor
Columbia	Ehloe Daniel Htoo	(803) 728-9934	HISSHO Sushi	Reacquired by Franchisor*
Little River	Win Naing	(502) 807-0110	HISSHO Sushi	Reacquired by Franchisor*
Summerville	Cung Te	(704) 557-6526	HISSHO Sushi	Reacquired by Franchisor*
Summerville	Cung Te	(704) 557-6526	HISSHO Sushi	Reacquired by Franchisor*
Antioch	Thang C Mung LLC	(615) 509-6850	ŌUMI sushi	Reacquired by Franchisor*
Cordova	Htin Kyaw Zin	(252)-229-7669	ŌUMI sushi	Reacquired by Franchisor
Memphis	Peng Cung Lian	(463) 206-8206	HISSHO Sushi	Reacquired by Franchisor
Memphis	Peng Cung Lian	(463) 206-8206	HISSHO Sushi	Reacquired by Franchisor*
Memphis	Peng Cung Lian	(463) 206-8206	HISSHO Sushi	Reacquired by Franchisor*
San Antonio	ENKIM FAMILY CORPORATION	(210) 810-2984	ŌUMI sushi	Reacquired by Franchisor*
	Charleston  Columbia  Columbia  Little River  Summerville  Summerville  Antioch  Cordova  Memphis  Memphis	Charleston Sui Ling Thang Sushi LLC  Columbia Praising LLC  Columbia Ehloe Daniel Htoo  Little River Win Naing  Summerville Cung Te  Summerville Cung Te  Antioch Thang C Mung LLC  Cordova Htin Kyaw Zin  Memphis Peng Cung Lian  Memphis Peng Cung Lian  Memphis Peng Cung Lian  San Antonio ENKIM FAMILY	Charleston         Sui Ling Thang Sushi LLC         (864) 518-2846           Columbia         Praising LLC         (803) 319-0235           Columbia         Ehloe Daniel Htoo         (803) 728-9934           Little River         Win Naing         (502) 807-0110           Summerville         Cung Te         (704) 557-6526           Summerville         Cung Te         (704) 557-6526           Antioch         Thang C Mung LLC         (615) 509-6850           Cordova         Htin Kyaw Zin         (252)-229-7669           Memphis         Peng Cung Lian         (463) 206-8206           Memphis         Peng Cung Lian         (463) 206-8206           San Antonio         ENKIM FAMILY         (210) 810-2984	Charleston Sui Ling Thang Sushi LLC (803) 319-0235 SUSHI WITH GUSTO  Columbia Praising LLC (803) 319-0235 SUSHI WITH GUSTO  Columbia Ehloe Daniel Htoo (502) 807-0110 HISSHO Sushi  Summerville Cung Te (704) 557-6526 HISSHO Sushi  Summerville Cung Te (704) 557-6526 HISSHO Sushi  Antioch Thang C Mung (615) 509-6850 ÖUMI sushi  Cordova Htin Kyaw Zin (252)-229-7669 ÖUMI sushi  Memphis Peng Cung Lian (463) 206-8206 HISSHO Sushi

UT	Salt Lake City	Maung Soe	(801) 879-5719	ŌUMI sushi	Reacquired by Franchisor*
VA	Ashland	Way Soe Htoo	(804) 503-0174	HISSHO Sushi	Reacquired by Franchisor*
VA	Forest	Zhengs Asian LLC	(434) 426-7658	HISSHO Sushi	Reacquired by Franchisor*
VA	Reston	Latt Maw Hpawyam	(650) 278-3896	ŌUMI sushi	Reacquired by Franchisor*
VT	Burlington	Thida Giri	(865)-232-9054	HISSHO Sushi	Reacquired by Franchisor*
VT	Burlington	Thida Giri	(865)-232-9054	HISSHO Sushi	Reacquired by Franchisor*
WA	Mount Vernon	Jungbe Sangdong	(360) 599-7097	HISSHO Sushi	Reacquired by Franchisor*
WA	Snohomish	Pau Khan Khual	(425) 322-6378	HISSHO Sushi	Reacquired by Franchisor*
WI	Green Bay	Win Sushi of GB LLC	(414) 204-6810	HISSHO Sushi	Reacquired by Franchisor
WI	Green Bay	Win Sushi of GB LLC	(414) 204-6810	HISSHO Sushi	Reacquired by Franchisor
WI	Green Bay	Win Sushi of GB LLC	(414) 204-6810	HISSHO Sushi	Reacquired by Franchisor
WI	Greenfield	Esther Biak Cin Tial	(414) 998-1656	HISSHO Sushi	Reacquired by Franchisor
WI	Menomonee Falls	Esther Par LLC	(515) 305-0292	SUSHI WITH GUSTO	Reacquired by Franchisor*

WI	Milwaukee	Yu Yu Zaw	(414)-544-4944	HISSHO Sushi	Reacquired by Franchisor
WI	Milwaukee	Yu Yu Zaw	(414)-544-4944	HISSHO Sushi	Reacquired by Franchisor*

 $<sup>\</sup>ast$  We reacquired these Food Retail Units during 2024 and then refranchised them during 2024.

### EXHIBIT C-3 TO THE DISCLOSURE DOCUMENT LIST OF FRANCHISEES WHO HAD A UNIT TRANSFERRED UNDER THE FRANCHISE AGREEMENT BETWEEN JANUARY 1, 2024 AND DECEMBER 31, 2024

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

	TRANSFERS (304 Total)								
State	City	Franchisee	Food Retail Unit Type (i.e., HISSHO Sushi, ŌUMI sushi, SUSHI WITH GUSTO, IBASHO Sushi, SHIZEN)	FRU Phone Number	Reason				
AL	Birmingham	Thang Khen Khup	ŌUMI sushi	(470) 396-6889	Transfer				
AL	Homewood	Khai Kim	SUSHI WITH GUSTO	(615)-689-4449	Transfer				
AL	Mobile	David Kingpang	SUSHI WITH GUSTO	(331)-551-2317	Transfer				
AZ	Chandler	John Zungring	ŌUMI sushi	(317) 935-5003	Transfer				
AZ	Chandler	Kyaw Do Sushi LLC	ŌUMI sushi	(602)-551-2816	Transfer				
AZ	Glendale	Ram Uk Thang	ŌUMI sushi	(480) 823-8514	Transfer				
AZ	Mesa	De Deih Sushi, LLC	ŌUMI sushi	(480) 740-3830	Transfer				
AZ	Mesa	Nicholas Mang Sian Mung	ŌUMI sushi	(260) 710-5993	Transfer				
AZ	Peoria	Ram Uk Thang	ŌUMI sushi	(480) 823-8514	Transfer				

AZ	Phoenix	Ram Uk Thang	ŌUMI sushi	(480) 823-8514	Transfer
AZ	Phoenix	Solomon Fresh Rolls Sushi LLC	HISSHO Sushi	(602)-473-1966	Transfer
AZ	Phoenix	Solomon Fresh Rolls Sushi LLC	HISSHO Sushi	(602)-473-1966	Transfer
AZ	Queen Creek	HTUN FAMILY, LLC.	ŌUMI sushi	(602)-790-7632	Transfer
CA	Brea	Zaw Htoo Myint	ŌUMI sushi	(714) 800-3975	Transfer
CA	Carlsbad	Ena Sushi LLC	ŌUMI sushi	(619) 389-8799	Transfer
CA	Chino Hills	Su Myat Ko Ko	ŌUMI sushi	(626) 688-4089	Transfer
CA	Citrus Heights	Ye Lin Ted	ŌUMI sushi	(916) 254-7717	Transfer
CA	Costa Mesa	Musashi Koyoma LLC	ŌUMI sushi	(657) 421-1229	Transfer
CA	Diamond Bar	Zin Hnin Khaing	ŌUMI sushi	(626) 674-5845	Transfer
CA	Dublin	Awng Kham Manam	ŌUMI sushi	(925) 421-3885	Transfer
CA	Fountain Valley	CLNP Family Corporation	ŌUMI sushi	(626) 242-7340	Transfer
CA	Irvine	Phonemanee Hansay	ŌUMI sushi	(949) 520-8971	Transfer
CA	Loma Linda	San Family LLC	HISSHO Sushi	(585) 354-5904	Transfer
CA	Moreno Valley	Nai Banya Oo	ŌUMI sushi	(916) 769-9662	Transfer
CA	Oakland	Xuemei Di	ŌUMI sushi	(925) 854-8243	Transfer
CA	Riverside	JZ Lin LLC	ŌUMI sushi	(585) 642-9694	Transfer
CA	San Diego	Charles Dim-Awng	ŌUMI sushi	(818)-266-3733	Transfer

CA	San Diego	Charles Dim-Awng	ŌUMI sushi	(818)-266-3733	Transfer
CA	San Diego	Charles Dim-Awng	ŌUMI sushi	(818)-266-3733	Transfer
CA	San Francisco	Rosalina Merez	HISSHO Sushi	(415) 823-2341	Transfer
CA	San Jose	Min Htut	ŌUMI sushi	(628)-233-2469	Transfer
CA	San Jose	Shinsen LLC	ŌUMI sushi	(415) 999-9673	Transfer
CA	Santa Clara	Min Htut	ŌUMI sushi	(628)-233-2469	Transfer
CA	Solana Beach	Ena Sushi LLC	ŌUMI sushi	(619) 389-8799	Transfer
CA	Temecula	Pong Shiphan	ŌUMI sushi	(619) 920-7853	Transfer
CA	Tustin	Phonemanee Hansay	ŌUMI sushi	(949) 520-8971	Transfer
СО	Aurora	Ruth T Thang	ŌUMI sushi	(720) 372-8788	Transfer
СО	Brighton	Snowland Sushi LLC	HISSHO Sushi	(602) 446-7207	Transfer
СО	Brighton	Van Family LLC	HISSHO Sushi	(806) 376-3464	Transfer
СО	Centennial	Biak Cung	ŌUMI sushi	(720) 453-8505	Transfer
СО	Colorado Springs	Van Bawi Thang	ŌUMI sushi	(469) 506-4138	Transfer
СО	Fort Collins	Ngun Hnem Par Sang Te	ŌUMI sushi	(563) 283-3025	Transfer
СО	Greeley	Nwe Nwe Win	ŌUMI sushi	(970) 584-8845	Transfer
СО	Greeley	Than Hmung Lian	ŌUMI sushi	(214)-434-2233	Transfer
СО	Parker	Biak Cung	ŌUMI sushi	(720) 453-8505	Transfer

СО	Thornton	Anthony Uk Mang	ŌUMI sushi	(309) 592-3197	Transfer
СО	Westminster	Salai Thang	ŌUMI sushi	(469) 797-3736	Transfer
СТ	Bristol	Saw Klo Say	HISSHO Sushi	(918) 499-0940	Transfer
СТ	Glastonbury	Meemar Magdalene	HISSHO Sushi	(860) 890-2120	Transfer
СТ	Granby	Eh Doh Soe	HISSHO Sushi	(860) 356-9323	Transfer
СТ	Manchester	Khin Corporation	HISSHO Sushi	(508) 436-3086	Transfer
СТ	Ridgefield	LMM HTET LLC	HISSHO Sushi	(717) 380-9334	Transfer
СТ	Wilton	LMM HTET LLC	HISSHO Sushi	(717) 380-9334	Transfer
FL	Aventura	Kaung Sushi Inc	SUSHI WITH GUSTO	(954)-295-5993	Transfer
FL	Bradenton	Aung & Zaw Sushi, LLC	SUSHI WITH GUSTO	(307) 413-0975	Transfer
FL	Davie	NANG KZ MINN LLC	SUSHI WITH GUSTO	(336)-491-7745	Transfer
FL	Delray Beach	Rose Sushi Inc	SUSHI WITH GUSTO	(561)-703-5251	Transfer
FL	Destin	La Nan Galau	SUSHI WITH GUSTO	(803)445-9975	Transfer
FL	Destin	Wayne Victor	SUSHI WITH GUSTO	(904)-652-5399	Transfer
FL	Jacksonville	Ed Mond Saw, LLC	SUSHI WITH GUSTO	(904) 534-0177	Transfer
FL	Kissimmee	Mang Ning	SUSHI WITH GUSTO	(502)-975-1046	Transfer
FL	Pembroke Pines	Wynethetsu Inc	SUSHI WITH GUSTO	(954)-536-1973	Transfer
FL	Sarasota- University Park	Man Lian Cing	SUSHI WITH GUSTO	(941)-264-5194	Transfer

GA	Atlanta	Pau Sawm Khual	SUSHI WITH GUSTO	(678)-525-5781	Transfer
GA	Augusta	Hrang Kap Hlir	ŌUMI sushi	(270)-320-9774	Transfer
GA	Augusta	Van Hnem	HISSHO Sushi	(770) 572-0214	Transfer
GA	Augusta	Van Hnem	HISSHO Sushi	(770) 572-0214	Transfer
GA	Decatur	Mary Vinay	HISSHO Sushi	(404) 840-4226	Transfer
GA	Johns Creek	Sushi Add INC	ŌUMI sushi	(678) 790-3056	Transfer
GA	Kennesaw	Natone, LLC	HISSHO Sushi	(678) 717-8795	Transfer
GA	Lawrenceville	Peter Family Food LLC	ŌUMI sushi	(404) 324-9858	Transfer
GA	Marietta	Ei Ei The	ŌUMI sushi	(770) 880-0251	Transfer
GA	Marietta	Vijay Solomon	HISSHO Sushi	(404) 454-6713	Transfer
GA	Marietta	Vijay Solomon	HISSHO Sushi	(404) 454-6713	Transfer
GA	Marietta	Vijay Solomon	HISSHO Sushi	(404) 454-6713	Transfer
GA	Peachtree Corners	Gawngmual Sushi LLC	ŌUMI sushi	(813) 409-0304	Transfer
GA	Roswell	Dawt Meng Sushi LLC	ŌUMI sushi	(678) 531-4578	Transfer
GA	Smyrna	Biak Run Sang	ŌUMI sushi	(251) 525-1357	Transfer
GA	Smyrna	Ei Ei The	ŌUMI sushi	(770) 880-0251	Transfer
GA	Suwanee	Hau Sian Mung	SUSHI WITH GUSTO	(404) 454-4585	Transfer
IL	Chicago	Rem David	HISSHO Sushi	(630) 344-3428	Transfer

Elmhurst	Benjamin Lian	SUSHI WITH GUSTO	(630)-344-3808	Transfer
Hines	Rem David	HISSHO Sushi	(630) 344-3428	Transfer
Camby	Matu Thang LLC	HISSHO Sushi	(616) 514-7187	Transfer
Carmel	James Ceu, LLC	SUSHI WITH GUSTO	(317) 489-1923	Transfer
Carmel	Ninety Six Sushi LLC	SUSHI WITH GUSTO	(317)-918-9880	Transfer
Elkhart	Than Tun Oo	HISSHO Sushi	(260) 443-3883	Transfer
Goshen	Sang Za Hmung	HISSHO Sushi	(317) 453-1553	Transfer
Indianapolis	James Ceu, LLC	SUSHI WITH GUSTO	(317) 489-1923	Transfer
Jeffersonville	Sai Kham Mon	HISSHO Sushi	(517) 599-5640	Transfer
Kokomo	Korin Thang	HISSHO Sushi	(616) 325-9623	Transfer
Marion	Korin Thang	HISSHO Sushi	(616) 325-9623	Transfer
Merrillville	Van Cem LLC	HISSHO Sushi	(317) 772-0577	Transfer
Mishawaka	Sang Za Hmung	HISSHO Sushi	(317) 453-1553	Transfer
Mishawaka	Sang Za Hmung	HISSHO Sushi	(317) 453-1553	Transfer
Zionsville	Ngin Za Thang	HISSHO Sushi	(317)-918-9880	Transfer
Lawrence	Hla Moe	HISSHO Sushi	(402)-990-6973	Transfer
Olathe	Biak Tha Par	HISSHO Sushi	(913) 230-0949	Transfer
Olathe	Zosushi LLC	HISSHO Sushi	(470) 363-1275	Transfer
	Hines  Camby  Carmel  Carmel  Elkhart  Goshen  Indianapolis  Jeffersonville  Kokomo  Marion  Merrillville  Mishawaka  Mishawaka  Zionsville  Lawrence  Olathe	Hines Rem David  Camby Matu Thang LLC  Carmel James Ceu, LLC  Carmel Ninety Six Sushi LLC  Elkhart Than Tun Oo  Goshen Sang Za Hmung  Indianapolis James Ceu, LLC  Jeffersonville Sai Kham Mon  Kokomo Korin Thang  Marion Korin Thang  Merrillville Van Cem LLC  Mishawaka Sang Za Hmung  Mishawaka Sang Za Hmung  Mishawaka Sang Za Hmung  Lawrence Hla Moe  Olathe Biak Tha Par	Hines Rem David HISSHO Sushi  Camby Matu Thang LLC HISSHO Sushi  Carmel James Ceu, LLC SUSHI WITH GUSTO  Carmel Ninety Six Sushi LLC SUSHI WITH GUSTO  Elkhart Than Tun Oo HISSHO Sushi  Goshen Sang Za Hmung HISSHO Sushi  Indianapolis James Ceu, LLC SUSHI WITH GUSTO  Jeffersonville Sai Kham Mon HISSHO Sushi  Kokomo Korin Thang HISSHO Sushi  Marion Korin Thang HISSHO Sushi  Merrillville Van Cem LLC HISSHO Sushi  Mishawaka Sang Za Hmung HISSHO Sushi  Mishawaka Sang Za Hmung HISSHO Sushi  Mishawaka Sang Za Hmung HISSHO Sushi  Lawrence HIa Moe HISSHO Sushi  Lawrence HIa Moe HISSHO Sushi	Hines   Rem David   HISSHO Sushi   (630) 344-3428

KS	Overland Park	Biak Tha Par	HISSHO Sushi	(913) 230-0949	Transfer
KS	Roeland Park	Maung Maung	HISSHO Sushi	(813) 401-5813	Transfer
KY	Louisville	Sai Kham Mon	HISSHO Sushi	(517) 599-5640	Transfer
KY	Richmond	Tluang Thang	HISSHO Sushi	(270) 421-3221	Transfer
MA	Arlington	Khin Myo Thu	HISSHO Sushi	(978) 396-9635	Transfer
MA	Braintree	Banyar Chimmon	HISSHO Sushi	(317)-489-2326	Transfer
MD	Annapolis	Soft Avocado LLC	SUSHI WITH GUSTO	(410)-220-9690	Transfer
MD	Aspen Hill	Tha Thawng Lian	HISSHO Sushi	(443) 474-9947	Transfer
MD	Baltimore	Soe Oo Kyaw	HISSHO Sushi	(443) 522-1315	Transfer
MD	Bel Air	Khai Bil	ŌUMI sushi	(443) 627-3278	Transfer
MD	Bel Air	Ta Mawi	SUSHI WITH GUSTO	(443)-610-4196	Transfer
MD	Bowie	Aung Myint Sein	HISSHO Sushi	443-821-5822	Transfer
MD	Columbia	Lal Hmun Thu	HISSHO Sushi	(443) 525-9617	Transfer
MD	Elkridge	Lal Rin San	HISSHO Sushi	(443)-802-8097	Transfer
MD	Ellicott City	Jaw Bum LLC	ŌUMI sushi	(540) 414-5782	Transfer
MD	Gaithersburg	Myint Thu San	HISSHO Sushi	(240) 543-1576	Transfer
MD	Glen Burnie	Hmung Fresh Roll, LLC	HISSHO Sushi	(667) 274-4464	Transfer
MD	Glen Burnie	Khin Maung Kyaw	HISSHO Sushi	(317)-410-8262	Transfer

MD	Glen Burnie	Shane Kyaw Food LLC	HISSHO Sushi	(443) 492-8045	Transfer
MD	Glen Burnie	Shane Kyaw Food LLC	HISSHO Sushi	(443) 492-8045	Transfer
MD	Hagerstown	Goon Du Pha Ga	HISSHO Sushi	(540) 414-1198	Transfer
MD	Largo	Shane Kyaw Food LLC	HISSHO Sushi	(443) 492-8045	Transfer
MD	Odenton	Hmung Fresh Roll, LLC	HISSHO Sushi	(667) 274-4464	Transfer
MD	Odenton	Hmung Fresh Roll, LLC	HISSHO Sushi	(667) 274-4464	Transfer
MD	Olney	Tha Thawng Lian	HISSHO Sushi	(443) 474-9947	Transfer
MD	Owings Mills	La Nan	HISSHO Sushi	(518)-898-4008	Transfer
MD	Pasadena	Holy Ground Sushi LLC	HISSHO Sushi	(443) 469-8890	Transfer
MD	Rockville	Khai Bil	HISSHO Sushi	(443) 627-3278	Transfer
MD	Rockville	Ngun Thalen Thang	SUSHI WITH GUSTO	(301)-915-7434	Transfer
MD	Severna Park	Holy Ground Sushi LLC	HISSHO Sushi	(443) 469-8890	Transfer
MD	Silver Spring	Khai Bil	HISSHO Sushi	(443) 627-3278	Transfer
MD	Silver Spring	Tuan Tha Peng	HISSHO Sushi	(443)-454-6287	Transfer
MD	Smithsburg	Bumsumshi LLC	HISSHO Sushi	(336) 899-4533	Transfer
MD	Wheaton	Mang Biak Luai	HISSHO Sushi	(240) 701-1224	Transfer
MI	Alpena	Poe Geovani Reh	HISSHO Sushi	(616) 328-0525	Transfer
MI	Ann Arbor	Aye Lia Van Cer Zi	HISSHO Sushi	(317) 529-4363	Transfer

MI	Brighton	Myo John	HISSHO Sushi	(517)-894-5893	Transfer
MI	Canton	Ni Bawi Lian	HISSHO Sushi	(214) 609-8762	Transfer
MI	Commerce Township	Khen Sawm Kim	HISSHO Sushi	(918) 859-5260	Transfer
MI	Escanaba	Chin Sushi Inc	HISSHO Sushi	(716) 381-0563	Transfer
MI	Holland	Van Tha Cem	HISSHO Sushi	(616) 217-1692	Transfer
MI	Kalamazoo	Golden Trees Inc	HISSHO Sushi	(269) 270-1833	Transfer
MI	Livonia	Ni Bawi Lian	HISSHO Sushi	(214) 609-8762	Transfer
MI	Portage	Golden Trees Inc	HISSHO Sushi	(269) 270-1833	Transfer
MI	Royal Oak	Bawi & Khamh LLC	HISSHO Sushi	(630) 656-0884	Transfer
MI	South Haven	Bawi Lawm	HISSHO Sushi	(319) 883-5256	Transfer
MI	Wixom	Khen Sawm Kim	HISSHO Sushi	(918) 859-5260	Transfer
MI	Wixom	Ngun Tha Cuai	HISSHO Sushi	(515) 300-1010	Transfer
MN	Apple Valley	Yatai Sushi J LLC	HISSHO Sushi	(612) 323-1707	Transfer
MN	Minneapolis	Chang Sushi, LLC	HISSHO Sushi	(612) 417-4270	Transfer
MN	Minnetonka	Abbey Chee, LLC	HISSHO Sushi	(651) 238-9671	Transfer
MN	Richfield	JZ Lin LLC	HISSHO Sushi	(585) 642-9694	Transfer
MN	Richfield	Mae Sushi, LLC	SHIZEN	(651) 276-2057	Transfer
MN	Saint Cloud	The Little Garden LLC	HISSHO Sushi	(763)-401-2651	Transfer

МО	Columbia	Kai Htang Ba Hkyam	HISSHO Sushi	(573) 825-6391	Transfer
МО	Columbia	Kai Htang Ba Hkyam	HISSHO Sushi	(573) 825-6391	Transfer
МО	Columbia	Kai Htang Ba Hkyam	HISSHO Sushi	(573) 825-6391	Transfer
МО	Stateline	RU MING LLC	HISSHO Sushi	(314) 679-0400	Transfer
MS	Ellisville	La Nan	SUSHI WITH GUSTO	(601) 329-6458	Transfer
MS	Petal	La Nan	SUSHI WITH GUSTO	(601) 329-6458	Transfer
NC	Apex	Naw Aye Aye	HISSHO Sushi	(919) 423-9260	Transfer
NC	Carolina Shores	MOE POE KWYA DOH LLC	HISSHO Sushi	(806) 341-6649	Transfer
NC	Chapel Hill	J&W Sushi LLC	HISSHO Sushi	(984) 296-6661	Transfer
NC	Charlotte	JChozah LLC	SUSHI WITH GUSTO	(704) 493-7384	Transfer
NC	Elizabeth City	MEXSU, LLC	HISSHO Sushi	(252) 340-4151	Transfer
NC	Greensboro	Ai Ah Siang	HISSHO Sushi	(336) 549-8539	Transfer
NC	Greensboro	Mawi Lynda	ŌUMI sushi	(336) 335-8523	Transfer
NC	Hendersonville	Harn Family LLC	SUSHI WITH GUSTO	(919) 578-0763	Transfer
NC	Hillsborough	J&W Sushi LLC	HISSHO Sushi	(984) 296-6661	Transfer
NC	Kernersville	Sekan LLC	HISSHO Sushi	(317) 410-9282	Transfer
NC	King	Wei Lin Oo	HISSHO Sushi	(336) 847-2947	Transfer
NC	Morrisville	J&W Sushi LLC	HISSHO Sushi	(984) 296-6661	Transfer

NC	Mt. Airy	Wei Lin Oo	HISSHO Sushi	(336) 847-2947	Transfer
NC	Oak Ridge	Ai Ah Siang	HISSHO Sushi	(336) 549-8539	Transfer
NC	Raleigh	Monica Laypoe	SUSHI WITH GUSTO	(919)-607-2070	Transfer
NC	Shallotte	MOE POE KWYA DOH LLC	HISSHO Sushi	(806) 341-6649	Transfer
NC	Sunset Beach	MOE POE KWYA DOH LLC	HISSHO Sushi	(806) 341-6649	Transfer
NC	Wesley Chapel	JJ & May Company LLC	HISSHO Sushi	(704) 606-6230	Transfer
NC	Winston-Salem	Wei Lin Oo	HISSHO Sushi	(336) 847-2947	Transfer
NC	Winston-Salem	Wei Lin Oo	HISSHO Sushi	(336) 847-2947	Transfer
NJ	Berkeley Heights	Khin Swe Myint	HISSHO Sushi	(703)-454-1716	Transfer
NJ	Franklin Lakes	Yoe Gone, INC	HISSHO Sushi	(920) 745-8252	Transfer
NJ	Madison	Khin Swe Myint	HISSHO Sushi	(703)-454-1716	Transfer
NJ	Marlton	Josef Sutiono	HISSHO Sushi	(609) 283-6728	Transfer
NJ	Morris Plains	Khin Swe Myint	HISSHO Sushi	(703)-454-1716	Transfer
NJ	Mount Holly	Josef Sutiono	HISSHO Sushi	(609) 283-6728	Transfer
NJ	South Orange	Khin Swe Myint	HISSHO Sushi	(703)-454-1716	Transfer
NJ	Voorhees	Josef Sutiono	HISSHO Sushi	(609) 283-6728	Transfer
NJ	Wyckoff	Yoe Gone, INC	HISSHO Sushi	(920) 745-8252	Transfer
NV	Las Vegas	Lwin Myo	ŌUMI sushi	463-355-2636	Transfer

NV	Las Vegas	Zinmar Win	ŌUMI sushi	(725) 248-1224	Transfer
NY	Hyde Park	Thiha Htun	HISSHO Sushi	(929) 228-9016	Transfer
NY	Poughkeepsie	Thiha Htun	HISSHO Sushi	(929) 228-9016	Transfer
NY	Poughkeepsie	Thiha Htun	HISSHO Sushi	(929) 228-9016	Transfer
ОН	Akron	Tsubaki Japanese Food Inc	HISSHO Sushi	(260) 494-0789	Transfer
ОН	Akron	Tsubaki Japanese Food Inc	HISSHO Sushi	(260) 494-0789	Transfer
ОН	Cincinnati	Tlangchuan Mawia	SUSHI WITH GUSTO	(513)-557-1869	Transfer
ОН	Dayton	Ja La Maran	SUSHI WITH GUSTO	(937)-270-0004	Transfer
ОН	Delaware	Boi Cung Nung	HISSHO Sushi	(317) 779-4027	Transfer
ОН	Findlay	Treasure Sanboh	HISSHO Sushi	(808) 346-1214	Transfer
ОН	Kettering	Kaung Htet LLC	HISSHO Sushi	(267) 615-8082	Transfer
ОН	Lancaster	Cambridge Sushi, LLC	HISSHO Sushi	(614) 282-7274	Transfer
ОН	Lewis Center	Boi Cung Nung	HISSHO Sushi	(317) 779-4027	Transfer
ОН	Lima	Thang Family LLC	HISSHO Sushi	(317) 389-6595	Transfer
ОН	Loveland	Kaung Htet LLC	HISSHO Sushi	(267) 615-8082	Transfer
ОН	Marysville	Boi Cung Nung	HISSHO Sushi	(317) 779-4027	Transfer
ОН	Milford	Kimtki, LLC	HISSHO Sushi	(502) 835-0004	Transfer
ОН	Oregon	Khosa John	HISSHO Sushi	(260)-443-5093	Transfer

ОН	Toledo	Khosa John	HISSHO Sushi	(260)-443-5093	Transfer
ОН	Toledo	Khosa John	HISSHO Sushi	(260)-443-5093	Transfer
ОН	Toledo	Khosa John	SUSHI WITH GUSTO	(260)-443-5093	Transfer
ОН	West Chester Sung Family LLC		SUSHI WITH GUSTO	(513)-802-1232	Transfer
OK	Edmond Thang Sian Pau		SUSHI WITH GUSTO	(405)-779-5637	Transfer
ОК	Jenks	Cing San Nuam	HISSHO Sushi	(918)-899-3460	Transfer
OK	Langely	Khup & Moni, LLC	HISSHO Sushi	(918) 845-3686	Transfer
ОК	Norman	Thang Suan Gin	SUSHI WITH GUSTO	(405)-761-1619	Transfer
OK	Oklahoma City	Thang Sian Pau	ŌUMI sushi	(405)-779-5637	Transfer
OK	Owasso	Dal Sawm Sian Maung	ŌUMI sushi	(918) 863-9356	Transfer
PA	Aldan	Khin May Lay	HISSHO Sushi	(610)-931-5436	Transfer
PA	Bethlehem	Bless Sushi LLC	HISSHO Sushi	(484) 280-1136	Transfer
PA	Bethlehem	Nay Min	HISSHO Sushi	(484)-474-4339	Transfer
PA	Bethlehem	Van Lal Awi	HISSHO Sushi	(484) 809-5130	Transfer
PA	Carlisle	Ba Mai Nhkum	HISSHO Sushi	(402)-706-9333	Transfer
PA	Chambersburg	Bumsumshi LLC	HISSHO Sushi	(336) 899-4533	Transfer
PA	Collegeville	Dim & Dave LLC	SUSHI WITH GUSTO	(267) 254-0560	Transfer
PA	Coopersburg	Kyi LLC	HISSHO Sushi	(973) 715-4116	Transfer

PA	Exton	Win Myint Moe	HISSHO Sushi	(702) 403-2150	Transfer
PA	Hanover	Lin's Sushi LLC	HISSHO Sushi	(717) 380-8821	Transfer
PA	Hummelstown	Jin Bum LLC	HISSHO Sushi	(402) 578-5769	Transfer
PA	Lancaster	Lancaster Lum Gyung		(717)-617-6382	Transfer
PA	Landsdowne	Khin May Lay	HISSHO Sushi	(610)-931-5436	Transfer
PA	Langhorne	nnghorne No Name Given Khantisara I		(516) 499-0819	Transfer
PA	Morrisville	No Name Given Khantisara	HISSHO Sushi	(516) 499-0819	Transfer
PA	Mount Lebanon	Mar Lar Soe	SUSHI WITH GUSTO	(267)-367-3803	Transfer
PA	Philadelphia	No Name Given Candavara LLC	HISSHO Sushi	(412) 814-5910	Transfer
PA	Philadelphia	Nu Men & Sui Bawi Family LLC	HISSHO Sushi	(215) 303-9999	Transfer
PA	Philadelphia	Thla Bawi	ŌUMI sushi	(317) 340-7446	Transfer
PA	Richboro	Sat Nyi Sett	HISSHO Sushi	(610) 256-6880	Transfer
PA	Royersford	Khin Phyint Soung	HISSHO Sushi	(717) 205-7110	Transfer
PA	Temple	Cing Family LLC	HISSHO Sushi	(717) 330-5360	Transfer
PA	Wyomissing	Shen Thang	SUSHI WITH GUSTO	(470) 584-0433	Transfer
PA	Yardley	No Name Given Khantisara	HISSHO Sushi	(516) 499-0819	Transfer
PA	York	Lahpai Family LLC	HISSHO Sushi	(518)-375-0439	Transfer
RI	Narragansett	Daniel Brang Labang	HISSHO Sushi	(401) 263-7885	Transfer

RI	North Providence	Adrian Kyawswa Soe	HISSHO Sushi	(540) 446-6549	Transfer
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	(463) 230-4534	Transfer
SC	Charleston	Eric Lal Muan Sang	HISSHO Sushi	(463) 230-4534	Transfer
SC	Spartanburg	Lal Cung Mang	HISSHO Sushi	(864) 775-7647	Transfer
SC	Spartanburg	Lal Cung Mang	HISSHO Sushi	(864) 775-7647	Transfer
SC	Spartanburg	Lal Cung Mang	HISSHO Sushi	(864) 775-7647	Transfer
TN	Brentwood	Hen Khan Thang	SUSHI WITH GUSTO	(239) 205-0793	Transfer
TN	Johnson City	SHWE LLC	HISSHO Sushi	(650) 942-4919	Transfer
TN	Johnson City	SHWE LLC	HISSHO Sushi	(650) 942-4919	Transfer
TN	Johnson City	SHWE LLC	HISSHO Sushi	(650) 942-4919	Transfer
TN	Nashville	Ohn Youn Htunt	ŌUMI sushi	(270) 418-7029	Transfer
TX	Austin	Sian Piak LLC	ŌUMI sushi	(737) 203-0219	Transfer
TX	Carrollton	Grace Dawtchinpar Siakhel	ŌUMI sushi	(972) 670-4377	Transfer
TX	Coppell	Grace Dawtchinpar Siakhel	ŌUMI sushi	(972) 670-4377	Transfer
TX	Dallas	Au Ra Tang Lahpai	ŌUMI sushi	(925) 895-8055	Transfer
TX	Dallas	Bawi Za Thang	HISSHO Sushi	(469) 601-4264	Transfer
TX	Dallas	Sung Tial	ŌUMI sushi	(406) 461-3787	Transfer
TX	Flower Mound	Grace Dawtchinpar Siakhel	ŌUMI sushi	(972) 670-4377	Transfer

TX	Fort Worth	Lal Nun Thang	HISSHO Sushi	(214) 604 -3440	Transfer
TX	Fort Worth	Rum Remh Mawi	ŌUMI sushi	(469) 818-7811	Transfer
TX	Fort Worth	Rum Remh Mawi	ŌUMI sushi	(469) 818-7811	Transfer
TX	Keller	RUNCEU LLC	ŌUMI sushi	(432) 305-5846	Transfer
TX	McAllen	Duh Ceu	ŌUMI sushi	(469) 735-2849	Transfer
TX	McKinney	CKinney Hauling Sushi, LLC		(214) 597-4396	Transfer
TX	Pearland	Monica Bawi Hlei Sung	ŌUMI sushi	(281) 667-1687	Transfer
TX	Plano	Bawi Za Thang	HISSHO Sushi	(469) 601-4264	Transfer
TX	Tyler	Za Hlawn Sung	ŌUMI sushi	(469) 209-2110	Transfer
VA	Alexandria	Soft Avocado LLC	SUSHI WITH GUSTO	(410)-220-9690	Transfer
VA	Alexandria	Sushi Paradise, LLC	HISSHO Sushi	(703)-577-7413	Transfer
VA	Annandale	Sherry Dim Tuang	HISSHO Sushi	(703)-744-0409	Transfer
VA	Arlington	Saw Chit Oo Maung	HISSHO Sushi	(804)-332-8384	Transfer
VA	Burke	Royal Sushi LLC	HISSHO Sushi	(804)-332-8384	Transfer
VA	Burke	Saw Chit Oo Maung	HISSHO Sushi	(804)-332-8384	Transfer
VA	Carrollton	Knyaw Taste LLC	HISSHO Sushi	(910) 331-0182	Transfer
VA	Chester	Sui Thai LLC	HISSHO Sushi	(704) 526-8378	Transfer
VA	Chesterfield	Sui Thai LLC	HISSHO Sushi	(704) 526-8378	Transfer

VA	Fredericksburg	Marcy Mawi	HISSHO Sushi	(925) 354-5532	Transfer
VA	Herndon	Latt Maw Hpawyam	HISSHO Sushi	(650) 278-3896	Transfer
VA	McLean	Blue Je, LLC	HISSHO Sushi	(703) 628-7764	Transfer
VA	McLean	Blue Je, LLC	HISSHO Sushi	(703) 628-7764	Transfer
VA	McLean	Blue Je, LLC	HISSHO Sushi	(703) 628-7764	Transfer
VA	McLean	Blue Je, LLC	HISSHO Sushi	(703) 628-7764	Transfer
VA	Oakton	Sushi Paradise, LLC	HISSHO Sushi	(703)-577-7413	Transfer
VA	Poquoson	Isaan LLC	HISSHO Sushi	(757) 618-8215	Transfer
VA	Poquoson	Knyaw Taste LLC	HISSHO Sushi	(910) 331-0182	Transfer
VA	Radford	La Doi Marip	HISSHO Sushi	(484)-719-6462	Transfer
VA	Reston	Latt Maw Hpawyam	HISSHO Sushi	(650) 278-3896	Transfer
VA	Smithfield	Knyaw Taste LLC	HISSHO Sushi	(910) 331-0182	Transfer
VA	Springfield	Kyaw Min Lwin	HISSHO Sushi	(202) 754-3626	Transfer
VA	Springfield	Sherry Dim Tuang	HISSHO Sushi	(703)-744-0409	Transfer
VA	Vienna	Soft Avocado LLC	SUSHI WITH GUSTO	(410)-220-9690	Transfer
VA	Virginia Beach	Knyaw Taste LLC	HISSHO Sushi	(910) 331-0182	Transfer
WI	Appleton	Matt Nguntling	HISSHO Sushi	(732) 900-9866	Transfer
WI	Cedarburg	Kong Suwai LLC	SUSHI WITH GUSTO	(414)-366-6233	Transfer

WI	Fort Atkinson	Jenny Ngunhlei Par	HISSHO Sushi	(608) 304-8854	Transfer
WI	Hartford	Biak Tluang	HISSHO Sushi	(414) 334-0473	Transfer
WI	Janesville	Kongchan Kit	HISSHO Sushi	(608) 898-3673	Transfer
WI	Madison	Kongchan Kit	HISSHO Sushi	(608) 898-3673	Transfer
WI	Salem	Biak Lian Thang	HISSHO Sushi	(414) 509-4355	Transfer
WI	Sheboygan	Alex Mualcin	HISSHO Sushi	(414) 243-6243	Transfer
WI	Wauwatosa	Van Bawi Thawng	SHIZEN	(414) 364-9730	Transfer

#### EXHIBIT C-4 TO THE DISCLOSURE DOCUMENT LIST OF FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT YET OPEN AS OF DECEMBER 31, 2024

### FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT YET OPEN (10 Total)

State	City	Franchisee	Food Retail Unit Type (i.e., HISSHO Sushi, ŌUMI sushi, SUSHI WITH GUSTO, IBASHO Sushi, SHIZEN)	Food Retail Unit Address	FRU Phone Number
MD	Towson	ARIES S Corporation	HISSHO Sushi	7601 Osler Drive, Towson, MD, 21204	Not yet determined
МО	Webster Groves	Bawi Sung Hlawn Ceu	HISSHO Sushi	175 Edgar Rd, Webster Groves, MO,	Not yet determined
ОН	Cincinnati	Kyi Thwe Food LLC	IBASHO Sushi	2701 Bearcat Way, Cincinnati, OH, 45221	Not yet determined
ОН	Cincinnati	Kyi Thwe Food LLC	IBASHO Sushi	2701 Bearcat Way, Cincinnati, OH, 45221	Not yet determined
ОН	Cincinnati	Kyi Thwe Food LLC	IBASHO Sushi	2701 Bearcat Way, Cincinnati, OH, 45221	Not yet determined
ОН	Cincinnati	Kyi Thwe Food LLC	IBASHO Sushi	2701 Bearcat Way, Cincinnati, OH, 45221	Not yet determined
ОН	Cincinnati	Kyi Thwe Food LLC	IBASHO Sushi	2701 Bearcat Way, Cincinnati, OH, 45221	Not yet determined
ОН	Cincinnati	Kyi Thwe Food LLC	IBASHO Sushi	2701 Bearcat Way, Cincinnati, OH, 45221	Not yet determined
WA	Bothell	Phung San Ding Khan	HISSHO Sushi	22621 Bothell Everett Hwy, Bothell, WA, 98021	Not yet determined
WA	Edmonds	Phung San Ding Khan	HISSHO Sushi	9803 Edmonds Way, Edmonds, WA, 98020	Not yet determined

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

### **HISSHO INTERNATIONAL, LLC**

FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2024 and 2023

And Report of Independent Auditor



# HISSHO INTERNATIONAL, LLC TABLE OF CONTENTS

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#### **Report of Independent Auditor**

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

#### **Opinion**

We have audited the accompanying financial statements of Hissho International, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

#### **Basis for Opinion**

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

#### Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Charlotte, North Carolina

Cherry Bekaert LLP

April 11, 2025

### HISSHO INTERNATIONAL, LLC BALANCE SHEETS

### DECEMBER 31, 2024 AND 2023

		2024	 2023
ASSETS		_	_
Current Assets:			
Cash	\$	2,048,229	\$ 1,048,229
Accounts receivable, related party, current		1,248,978	1,032,633
Total Current Assets		3,297,207	2,080,862
Operating lease right-of-use asset		93,253	134,628
Total Assets	\$	3,390,460	\$ 2,215,490
LIABILITIES AND MEMBER'S EQUITY			
Current Liabilities:			
Accrued liabilities	\$	1,017,317	\$ 734,025
Current portion of operating lease liability		67,266	 115,454
Total Current Liabilities		1,084,583	849,479
Operating lease liability, net of current portion			6,375
Total Liabilities		1,084,583	855,854
Member's Equity:			
Due from related party	(	102,659,798)	(79,375,316)
Retained earnings		104,965,675	80,734,952
Total Member's Equity		2,305,877	1,359,636
Total Liabilities and Member's Equity	\$	3,390,460	\$ 2,215,490

#### HISSHO INTERNATIONAL, LLC STATEMENTS OF INCOME AND RETAINED EARNINGS

### YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Revenue:		
Administrative fees	\$ 1,638,181	\$ 1,550,484
Commissions income	29,201,596	26,994,909
Franchisee fees	6,683,790	 5,768,416
Total Revenue	37,523,567	 34,313,809
Operating expenses	 13,292,844	 10,388,363
Net income	24,230,723	23,925,446
Retained earnings, beginning of year	80,734,952	56,809,506
Retained earnings, end of year	\$ 104,965,675	\$ 80,734,952

#### HISSHO INTERNATIONAL, LLC STATEMENTS OF CASH FLOWS

### YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash flows from operating activities:		
Net income	\$ 24,230,723	\$ 23,925,446
Adjustments to reconcile net income to net cash		
flows from operating activities:		
Change in due from related party	(23,284,482)	(22,189,783)
Noncash lease benefit	(13,188)	(21,987)
Change in operating assets and liabilities:		
Accounts receivable, related party	(216,345)	(890,597)
Accrued liabilities	283,292	126,118
Net cash flows from operating activities	 1,000,000	949,197
Net change in cash	1,000,000	949,197
Cash, beginning of year	1,048,229	99,032
Cash, end of year	\$ 2,048,229	\$ 1,048,229
Supplemental schedule of noncash investing and financing activities:		
Right-of-use asset obtained in exchange for lease liability	\$ 79,021	\$ 

DECEMBER 31, 2024 AND 2023

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

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

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

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

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

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

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

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

Franchise Revenues – The franchise arrangement between the Company and each franchise owner of a Hissho Sushi store is documented in the form of a franchise agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the Hissho Sushi brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Management has identified certain pre-opening activities that represent a distinct performance obligation that is satisfied at a point-in-time upon the opening of the franchisee's store location. The remaining performance obligations for the remainder of the franchise agreement involve the provision of the brand's intellectual property over the life of the agreement. Management has determined that the value of the provisioning of the brand's intellectual property for the life of the franchise agreement is de minimis in the context of the franchising contracts, and, as a result, recognizes all upfront franchise fees at a point-in-time when the relevant franchisee store location opens. As of December 31, 2024 and 2023, and as of January 1, 2023, the Company had no deferred revenues which would represent upfront franchise fees that have been collected but for which the associated franchisee store location had not yet opened.

DECEMBER 31, 2024 AND 2023

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

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

The timing of revenue recognition may differ from the timing of payment from customers. Unearned revenue consists mainly of franchise and training fees paid in advance of the related franchisee store location opening. A liability is recorded when it is known that an amount previously received will be refunded. The Company does not incur a significant amount of contract acquisition costs in conducting its franchising activities and has not capitalized any such costs.

Advertising – Advertising expenses are expensed as incurred. Advertising expenses were \$134,822 and \$248,247 for the years ended December 31, 2024 and 2023, respectively, and are included in operating expenses in the statements of income and retained earnings.

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

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

#### Note 2—Concentrations of credit risk

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

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

#### Note 3—Related party transactions

The Company incurs management fee expense from an entity under common ownership for certain operating expenses. These management fees of \$13,292,844 and \$10,388,363 for the years ended December 31, 2024 and 2023, respectively, are included in operating expenses on the accompanying statements of income and retained earnings.

The Company has a receivable from an entity under common ownership for cash collected on its behalf for franchisee fees, commission income, and administrative fees, net of management fees incurred. The related party receivable totaled \$103,908,776, \$80,407,979, and \$57,327,569 as of December 31, 2024, 2023, and 2022, respectively. A portion of this receivable, \$102,659,798, \$79,375,316, and \$57,185,533 at December 31, 2024, 2023, and 2022, respectively, is classified as a component of equity as the Company does not intend on settling these balances in cash.

DECEMBER 31, 2024 AND 2023

#### Note 4—Franchise revenue

The Company recognized franchise revenue totaling \$6,683,790 and \$5,768,416, which is included in revenue on the accompanying statements of income and retained earnings for the years ended December 31, 2024 and 2023, respectively.

#### Note 5—Summary of franchise outlets

There were 2,389 and 2,194 franchised outlets in operation as of December 31, 2024 and 2023, respectively.

#### Note 6—Leases

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

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

The Company's lease agreements do not contain any material residual value guarantee or material restrictive covenants. The Company does not have a lease where it is involved with the construction or design of an underlying asset. The Company has no material obligation for leases signed but not yet commenced as of December 31, 2024. The Company does not have any material sublease activities.

#### Practical Expedients Elected

- The Company elected the three transition practical expedients that permit an entity to: (a) not reassess
  whether expired or existing contracts contain leases, (b) not reassess lease classification for existing or
  expired leases, and (c) not consider whether previously capitalized initial direct costs would be
  appropriate under the new standard.
- The Company has elected the practical expedient not to recognize leases with initial terms of 12 months or less on the balance sheet and instead recognize the lease payments on a straight-line basis over the term of the lease and variable lease payments in the period in which the obligation for the payments is incurred. Therefore, short-term lease expense for the period does not reflect ongoing short-term lease commitments. Lease expense for such short-term leases was not material for the years ended December 31, 2024 and 2023.

Future minimum lease payments are as follows:

Year	<b>Ending</b>	December 31,
------	---------------	--------------

2025	\$ 67,826
Total undiscounted cash flows	67,826
Less present value discount	(560)
Total lease liabilities	\$ 67,266

DECEMBER 31, 2024 AND 2023

#### Note 6—Leases (continued)

Operating lease expense amounted to \$121,787 and \$108,893 for the years ended December 31, 2024 and 2023, respectively. Variable lease expense amounted to \$43,752 and \$34,157 for the years ended December 31, 2024 and 2023, respectively. Weighted-average discount rate for operating leases is 4.00% as of December 31, 2024. Weighted-average remaining lease term for operating leases is 0.5 years as of December 31, 2024.

#### Note 7—Subsequent events

The Company has evaluated subsequent events through April 11, 2025, in connection with the preparation of these financial statements, which is the date these financial statements were available to be issued.

### **HISSHO INTERNATIONAL, LLC**

FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2023 and 2022

And Report of Independent Auditor



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#### **Report of Independent Auditor**

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

#### **Opinion**

We have audited the accompanying financial statements of Hissho International, LLC (the "Company"), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and retained earnings and of cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

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

#### Responsibility of Management for the Financial Statements

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

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

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Charlotte, North Carolina

Cherry Bekaert LLP

April 26, 2024

### HISSHO INTERNATIONAL, LLC

BALANCE SHEETS

DECEMBER 31, 2023 AND 2022

	2023		2022	
ASSETS				
Current Assets:				
Cash	\$	1,048,229	\$	99,032
Accounts receivable, related party, current		1,032,633		142,036
Total Current Assets		2,080,862		241,068
Operating lease right-of-use asset		134,628		255,244
Total Assets	\$	2,215,490	\$	496,312
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)  Current Liabilities:				
Accrued liabilities	\$	734,025	\$	607,907
Current portion of operating lease liability		115,454		115,444
Total Current Liabilities		849,479		723,351
Operating lease liability, net of current portion		6,375		148,988
Total Liabilities		855,854		872,339
Member's Equity (Deficit):				
Due from related party		(79,375,316)		(57,185,533)
Retained earnings		80,734,952		56,809,506
Total Member's Equity (Deficit)		1,359,636		(376,027)
Total Liabilities and Member's Equity (Deficit)	\$	2,215,490	\$	496,312

## HISSHO INTERNATIONAL, LLC STATEMENTS OF INCOME AND RETAINED EARNINGS

## YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023		2022	
Revenue:				
Administrative fees	\$	1,550,484	\$	1,370,492
Commissions income		26,994,909		23,515,072
Franchisee fees		5,768,416		4,699,504
Total Revenue		34,313,809		29,585,068
Operating expenses		10,388,363		10,226,506
Net income		23,925,446		19,358,562
Retained earnings, beginning of year		56,809,506		37,450,944
Retained earnings, end of year	\$	80,734,952	\$	56,809,506

## HISSHO INTERNATIONAL, LLC STATEMENTS OF CASH FLOWS

## YEARS ENDED DECEMBER 31, 2023 AND 2022

		2023	2022
Cash flows from operating activities:			
Net income	\$	23,925,446	\$ 19,358,562
Adjustments to reconcile net income to net cash			
flows from operating activities:			
Change in due from related party		(22,189,783)	(19,887,473)
Noncash lease (benefit) expense		(21,987)	9,188
Change in operating assets and liabilities:			
Accounts receivable, related party		(890,597)	1,528,998
Accrued liabilities		126,118	(2,010,011)
Net cash flows from operating activities		949,197	(1,000,736)
Net change in cash		949,197	(1,000,736)
Cash, beginning of year		99,032	1,099,768
Cash, end of year	\$	1,048,229	\$ 99,032
Supplemental schedule of noncash investing and financing activities	es:		
Right-of-use asset obtained in exchange for lease liability	\$		\$ 363,512

DECEMBER 31, 2023 AND 2022

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

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

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

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

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

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

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

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

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

DECEMBER 31, 2023 AND 2022

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

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

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

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

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

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

Reclassifications – Certain reclassifications have been made to the financial statements as of and for the year ended December 31, 2022 to correspond to the December 31, 2023 format. This reclassification pertained to a balance due from a related party that was previously reported as a noncurrent asset. As the Company does not have the intention of receiving this balance in cash in the near-term, the amount was reclassified to a component of member's equity for purposes of the balance sheet presentation. The Company's net income, operating cash flows, and net working capital as of and for the year ended December 31, 2022 are unchanged due to this reclassification.

#### Note 2—Concentrations of credit risk

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

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

DECEMBER 31, 2023 AND 2022

#### Note 3—Related party transactions

The Company incurs management fee expense from an entity under common ownership for certain operating expenses. These management fees of \$10,388,363 and \$10,226,506 for the years ended December 31, 2023 and 2022, respectively, are included in operating expenses on the accompanying statements of income and retained earnings.

The Company has a receivable from an entity under common ownership for cash collected on its behalf for franchisee fees, commission income, and administrative fees, net of management fees incurred. The related party receivable totaled \$80,407,979 and \$57,327,569 as of December 31, 2023 and 2022, respectively. A portion of this receivable, \$79,375,316 and \$57,185,533 at December 31, 2023 and 2022, respectively, is classified as a component of equity as the Company does not intend on settling balance in cash.

#### Note 4—Franchise revenue

The Company recognized franchise revenue totaling \$5,768,416 and \$4,699,504, which is included in revenue on the accompanying statements of income and retained earnings for the years ended December 31, 2023 and 2022, respectively.

#### Note 5—Summary of franchise outlets

There were 2,194 and 2,058 franchised outlets in operation as of December 31, 2023 and 2022, respectively.

#### Note 6—Leases

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

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

The Company's lease agreements do not contain any material residual value guarantee or material restrictive covenants. The Company does not have a lease where it is involved with the construction or design of an underlying asset. The Company has no material obligation for leases signed but not yet commenced as of December 31, 2023. The Company does not have any material sublease activities.

DECEMBER 31, 2023 AND 2022

#### Note 6—Leases (continued)

Practical Expedients Elected -

- The Company elected the three transition practical expedients that permit an entity to: (a) not reassess
  whether expired or existing contracts contain leases, (b) not reassess lease classification for existing or
  expired leases, and (c) not consider whether previously capitalized initial direct costs would be
  appropriate under the new standard.
- The Company has elected the practical expedient not to recognize leases with terms of 12 months or less on the balance sheet and instead recognize the lease payments on a straight-line basis over the term of the lease and variable lease payments in the period in which the obligation for the payments is incurred. Therefore, short-term lease expense for the period does not reflect ongoing short-term lease commitments. Lease expense for such short-term leases was not material for the years ended December 31, 2023 and 2022.

Future minimum lease payments are as follows:

2024	\$ 116,926
2025	6,390
Total undiscounted cash flows	123,316
Less present value discount	 (1,487)
Total lease liabilities	\$ 121,829

Operating lease expense amounted to \$108,893 and \$117,089 for the years ended December 31, 2023 and 2022, respectively. Variable lease expense amounted to \$34,157 and \$38,100 for the years ended December 31, 2023 and 2022, respectively. Weighted-average discount rate for operating leases is 2.84% as of December 31, 2023. Weighted-average remaining lease term for operating leases is 1.25 years as of December 31, 2023.

#### Note 7—Subsequent events

The Company has evaluated subsequent events through April 26, 2024 in connection with the preparation of these financial statements, which is the date these financial statements were available to be issued.

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









# HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT THIS AGREEMENT made as of the\_\_\_\_\_ day of\_\_\_\_\_, **BY AND BETWEEN:** HISSHO INTERNATIONAL, LLC ("Franchisor") **AND**

("Franchisee")

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## **ATTACHMENTS**

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

#### HISSHO INTERNATIONAL FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and	entered into as of [] (the
"Effective Date"), by and between, HISSHO INTERNATIONAL, LLC, a De	elaware limited liability company,
with its principal place of business located at 11949 Steele Creek Road, Charlo	tte, NC 28273 ("Franchisor"), and
[], a corporation/limited liability company estal	blished in the State of [],
with its principal place of business located at [	] ("Franchisee").

#### **PREAMBLE**

- A. WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort, and money, has developed and owns a unique and distinctive system (hereinafter the "System") relating to the establishment and operation of sushi bars and Asian hot food bars under the brand name "Hissho Sushi" or "Ōumi Sushi" or "Sushi With Gusto" or "Ibasho Sushi" or "Shizen";
- B. WHEREAS, the distinguishing characteristics of the System include, without limitation, unique interior design, presentation and preparation layout, including use of a special selection of high-grade sushi and food components, specially prepared and packaged condiments and methods of preparation and operation, which may be changed from time to time, prompt and courteous service; a clean and wholesome preparation and presentation area; a training program utilizing special course instructions and manuals; and unique graphic presentations, marketing and promotional programs and materials; all of which may be changed, improved, and further developed by Franchisor from time to time;
- C. WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the marks "HISSHO SUSHI®", "ŌUMI SUSHI®", "SUSHI WITH GUSTO", "IBASHO SUSHI", "SHIZEN", and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (hereinafter referred to as "Proprietary Marks");
- D. WHEREAS, Franchisor continues to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, cleanliness, appearance, and service;
- E. WHEREAS, Franchisor has obtained and seeks to obtain locations in which to place sushi bars, Asian food bars, and other food retail locations that typically are contained within third-party retail or grocery outlets (hereinafter referred to as "Retail Hosts");
- F. WHEREAS, Franchisee desires to enter into the business of operating one (1) or more sushi bars or Asian food bars under the System, and wishes to obtain a franchised business from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor in connection therewith; and
- G. WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, service, and the necessity of operating the franchised business hereunder in conformity with Franchisor's standards and specifications.
- **NOW, THEREFORE**, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

#### 1. GRANT OF FRANCHISE

**A.** Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the non-exclusive right and license, and Franchisee hereby accepts the right and obligation, to operate one (1) or more of

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

- **B.** If Franchisor obtains a location suitable for operating a Satellite Sushi Bar within the vicinity of Franchisee's Full Service Sushi Bar, Franchisor may offer Franchisee the opportunity to operate and deliver sushi products to that Satellite Sushi Bar. If Franchisee requests, and Franchisor grants Franchisee the right to open a Satellite Sushi Bar, or if Franchisor obtains a suitable location for a Satellite Sushi Bar and Franchisee accepts Franchisor's offer to operate and deliver sushi products to that Satellite Sushi Bar, Franchisee will sign an addendum to Franchisee's Franchise Agreement detailing the terms of Franchisee's operation of the Satellite Sushi Bar. The preparation, delivery, and applicable Franchise Commission set forth in this Agreement shall apply equally to Franchisee's delivery of food products to such Satellite Sushi Bar.
- C. Franchiser and Franchisee agree that nothing in this Agreement requires Franchiser to offer Franchisee the right to operate additional Food Retail Units. Franchisee acknowledges that this Agreement is non-exclusive and is granted subject to the terms of Paragraph 8.C(6) hereof.
- **D.** All grants of right to operate a Food Retail Unit are subject to the ongoing right of Franchisor, or its affiliate, to continue to operate a Food Retail Unit at the location provided by the Retail Host. If a Retail Host terminates or fails to renew an agreement to operate a Food Retail Unit operated by Franchisee, then Franchisor may terminate Franchisee's right to operate that Food Retail Unit without penalty or payment by Franchisor.

#### 2. TERM AND RENEWAL

- A. <u>Initial Term.</u> Except as otherwise provided herein, or in <u>Attachment "A"</u> and amendments to <u>Attachment "A,"</u>, the initial term of this Agreement, and each Food Retail Unit shown in the <u>Attachment "A"</u>, and amendments to <u>Attachment "A"</u>, shall expire three (3) years from the date of this Agreement ("Initial Term"), so that the term of each Food Retail Unit shall expire on the same date, even if Franchisee commenced operating its various Food Retail Units on different dates; provided, however, this Agreement shall terminate prior to the expiration of the three (3) year term upon expiration or termination of Franchisor's right, or the right of Franchisor's affiliate, as the case may be, to remain and operate a Food Retail Unit at the designated location provided by a Retail Host.
- **B.** Renewal. Franchisee may, at its option, renew this Agreement of all, but not less than all Food Retail Units under this Agreement for one (1) additional consecutive term of three (3) years ("Renewal Term") from the date of this Agreement, provided that prior to the end of the then-current term:
- (1) Franchisee has paid to Franchisor a renewal fee in the amount of Franchisor's thencurrent Initial Franchise Fee for each Food Retail Unit (Sushi Bar and Asian Food Bar) being renewed (excludes satellite locations), except that (i) if the Franchise Agreement at the time of the renewal has been in effect at least

three (3) years, and (ii) if there has been no change of control of ownership of the Franchised Business or of the Franchisee, then the Renewal Fee shall be in the amount of fifty percent (50%) of Franchisor's then-current Initial Franchise Fee ("Renewal Fee");

- (2) Franchisee has given Franchisor advanced written notice of its election to renew, not less than six (6) months prior to the end of the applicable term;
- (3) Franchisee has made, or has provided for, in a manner satisfactory to Franchisor, such renovation and modernization of the Food Retail Unit, as Franchisor may reasonably require, including, without limitation, renovation of signs, furnishings, equipment, fixtures, and décor, to reflect the then-current standards and image of the System as designated in the Confidential Franchise Manual ("Franchise Manual"), described in Paragraph 9 hereof;
- (4) Franchisee must be in good standing and in full compliance with all material terms and conditions, and is not in default, and has not previously been in default, resulting in written notice of the default, of any provision of this Agreement, any amendment hereof, or successor hereto, or any other agreement between Franchisee and Franchisor, or its subsidiaries, and affiliates;
- (5) Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor, and its subsidiaries and affiliates;
- (6) Franchisor, or its affiliate, shall have the continued right to remain in the location under the terms of its agreement with its Retail Host's location;
- (7) Franchisee shall have executed Franchisor's then-current form of franchise agreement (the "Successor Agreement"), which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher percentage Brand Fund contribution, a lower Franchise Commission, and other additional or increased fees and costs;
- (8) Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its parents, subsidiaries and affiliates, and their respective officers, directors, agents, and employees; and
- (9) Franchisee shall comply with Franchisor's then-current qualification and training requirements.
- (10) Notwithstanding any other provision of this Agreement, if Franchisor, directly or through its affiliate, has provided the location in which Franchisee's Food Retail Unit is located, and if Franchisor's right to the location has expired or is terminated for any reason, then the term, and any Renewal Term, of this Agreement and Franchisee's right to occupy and operate the Food Retail Unit shall be terminated. In the event the Franchise Agreement is terminated, Franchisor shall have no requirement to replace or transfer Franchisee's Franchised Business, or to provide an alternative location to operate a Food Retail Unit.
- (11) Franchisee shall renew all Food Retail Units under this Agreement at the same time this Agreement is renewed. Any notice of renewal received shall be deemed notice of renewal of all Food Retail Units of Franchisee under the Agreement. The failure to renew any Food Retail Unit shall be deemed a failure to renew all Food Retail Units by Franchisee. The Renewal Term shall expire on the same date for each of the Food Retail Units operated under the Agreement.
- C. With respect to a second, and all other additional Food Retail Units franchised to Franchisee by Franchisor under this Agreement, the term of each additional Food Retail Unit shall expire on the same date as the first Food Retail Unit shown in Attachment "A."

D. Holdover. If Franchisee continues to operate one or more Food Retail Units following expiration of the Term or, if applicable, a Renewal Term, without any further written agreement between the parties, the agreement shall continue on a month-to-month basis, during which time the parties shall be bound by, and comply with, each and every provision of this Agreement or, in the case of the expiration of the Renewal Term, the Successor Agreement, until the later of: (i) thirty (30) days after either party provides written notice to the other party of its intent to not renew this Agreement, or, if applicable, the Successor Agreement, or (ii) in the case of notice provided by Franchisor, effective immediately after the expiration of the notice period required for non-renewal under applicable laws, including state franchise relationship laws, if any.

#### 3. DUTIES OF FRANCHISOR

- A. Franchisor shall provide an Initial Training Program to instruct Franchisee, and other Franchisees, as to the procedures and techniques to be utilized at the Food Retail Unit in order to ensure that Franchisee becomes completely familiar with the Hissho System and shall make available such other ongoing training programs as it deems appropriate. Franchisee shall pay Franchisor its then-current training fees as set forth in this Agreement, and in the Franchise Manual, both with respect to the Initial Training Program, Sushi Chef Training, and later training programs. There may be a separate Initial Training Program provided and required for Sushi Bars and Asian Food Bars, along with separate training fees for each, as well as separate sushi chef training if the Operating Principal or any equity owner does not have sufficient sushi chef experience, which is provided at an additional cost. All training provided by Franchisor shall be subject to the terms set forth in Paragraph 7.D of this Agreement.
- **B.** Franchisor shall advise and consult with Franchisee in connection with the operation of the Food Retail Unit and new developments, techniques, and improvements in areas of management, food preparation, promotion and service. Franchisor may provide the foregoing assistance by sending its employees or representatives to the Food Retail Unit, by providing publications, other written materials, DVDs webinars, downloadable materials, or by conducting meetings or seminars. Some, or all of these publications or programs, may be provided by electronic access by Franchisor and not by printed or physical documents.
- **C.** Franchisor may make available, from time to time, advice and assistance in local advertising and, at Franchisee's expense, promotional materials for local advertising by Franchisee. Franchisor shall have the right to review and approve or disapprove all advertising and promotional materials which Franchisee proposes to use, pursuant to Paragraph 12 hereof.
- **D.** Franchisor may develop advertising materials in its discretion, as appropriate to the franchised location, under the terms of Paragraph 12 hereof.
- **E.** Franchisor shall provide to Franchisee, on loan, either one (1) printed copy of the Franchise Manual, as more fully described in Paragraph 9 hereof, or provide Franchisee with electronic access to the Franchise Manual.
- **F.** In the interest of maintaining high standards of quality, cleanliness, appearance, and service, Franchisor shall, either itself or through a designated third-party, conduct, as it deems advisable, inspection of the Food Retail Unit, and evaluations of the products sold and services rendered at the Food Retail Unit.

#### 4. FEES AND COMPENSATION

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

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

For any additional Food Retail Unit franchised during the term of the Agreement, (i) if there is between 25 to 36 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$7,500; (ii) if there is between 13 to 24 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$3,750; and (iii) if there is less than 13 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$1,875. All sums paid shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting this Franchise and for Franchisor's lost or deferred opportunity to franchise to others.

Label System. Franchisee shall lease from Franchisor the Hissho Label System to permit Franchisee to print labels and conduct other functions prescribed by Franchisor. The Hissho Label System is currently a touchscreen terminal with built-in high-speed label printer and internet connectivity combined with our customized proprietary software ("Hissho Label System"). Franchisee will be required to execute an Equipment Lease and Software License Agreement (see Attachment "D") prior to gaining access to the Hissho Label System, and pay to Franchisor, or its affiliates, the then-current one-time non-refundable Initial Lease Fee of (per Hissho Label System) in exchange for use of the Hissho Label System. In connection with the Hissho Label System, Franchisor charges a monthly Technology Fee (see Section 4.C.), for use of Franchisor's customized proprietary software associated with the Hissho Label System. The Technology Fee is also used for those other purposes that Franchisor may determine, which may include covering Franchisor's costs or paying fees to third party providers for technology development, maintenance, and usage for the System and subscription, license and other similar fees so that Franchisee has access to and can use certain other technology tools (in addition to the Hissho Label System). Franchisee may also be obligated to pay Franchisor a Data Overage Fee (see Section 4.C.) if Franchisee's wireless data usage associated with Franchisee's Hissho Label System, exceeds the monthly allotted limit of 100mb. See also Section 4.C. for additional fees charged under Franchisor's Maintenance & Technology Program in regards to the Hissho Label System.

#### **B.** Franchisee acknowledges and agrees that under the System's structure:

- (1) Franchisee shall not receive payments for the sales of goods and services of its Food Retail Units, and that those payments will be made directly to the Retail Host where the Food Retail Unit is located, and that all payments for goods and services will be made to the Retail Host. Franchisee further acknowledges and agrees that all sales will be made through cash registers of the Retail Host and that Franchisee shall not make any sales through Franchisee's cash registers or any other point-of-sale system. Franchisor shall have the right to unilaterally modify this payment structure at any time.
- (2) As used in this Agreement, "Gross Sales" shall include all revenue from the sale of all services and products related to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit; provided, however, that "Gross Sales" shall not include any documented deductions, promotions, or returns, or sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority.
- (3) The percentage of sales that the Retail Host may retain as its share of Gross Sales "Service Commission" is negotiated directly by Franchisor or Franchisor's affiliate with the Retail Host and may vary among Food Retail Units. The amount remaining from Gross Sales after deduction of the Retail Host's Service Commission is referred to as "Net Sales." Service Commissions may fluctuate during the term of Franchisee's Franchise Agreement.

- Retail Host, Franchisor shall remit to Franchisee the agreed franchise commission set forth in the Attachment "A" to this Agreement and amendments to Attachment "A" for each individual Food Retail Unit ("Franchise Commission") (see below for payment method), but only after Franchisor performs a reconciliation by first deducting from Franchise Commissions: (i) all amounts owed of every type and nature by Franchisee to Franchisor, including Brand Fund Contributions, and all fees and other sums owed under this Paragraph 4; (ii) all amounts owed by Franchisee to Franchisor's affiliated suppliers for food and supplies and other purchases made by Franchisee; (iii) any amounts owed to Franchisor or its affiliated parties arising from loans, financings, advances, credits or deferrals made to Franchisee by Franchisor or its affiliates; and (iv) Franchisor's share of any additional Net Sales generated from a Negotiated Retail Price Increase. For purposes of this Agreement, the term "Negotiated Retail Price Increase" means an increase in the retail sales price for food and beverage products from Franchisee's applicable Food Retail Units resulting from negotiations between Franchisee and the Retail Host. An electronic statement setting forth the calculation of Franchise Commissions, expenses (i.e., inventory orders, produce, service fees), and Gross Sales, shall be sent to Franchisee by Franchisor.
- (a) Payments to Franchisee for Franchise Commissions are paid via direct deposit electronic transfer of funds ("EFT") into Franchisee's bank account. Franchisee must complete and sign Franchisor's Electronic Transfer of Funds ("EFT") Direct Deposit Authorization ("Franchisee Direct Deposit Banking Authorization" form), attached as Attachment "C", to authorize Franchisor to deposit Franchisee's Franchise Commissions directly into Franchisee's bank account. Although Franchisor's preferred payment method for remittance of Franchisee's Franchise Commissions is via EFT, Franchisor may, upon request, but is not obligated to, use an alternative payment method, such as a paper check. Franchisor reserves the right to periodically, shall Franchisor choose to do so, change and update, in its Franchise Manual, or otherwise in writing, the payment method Franchisor uses for remittance of Franchise Commissions to Franchisee.
- (5) After deduction of all items (see 4.B.(4)), Franchisor shall remit any remainder of the Franchise Commissions to Franchisee. If after all deductions from the Franchise Commission there remains a negative balance, then the negative balance will be carried forward to the next month, and if necessary, additional subsequent months, and the negative balance shall be deducted from Franchisee's next months' Franchise Commissions.
- (6) Franchisor does not guaranty payment by the Retail Host, and Franchisor shall have no obligation to pay Franchisee its Franchise Commissions until Franchisor first receives remittance of Net Sales from the Retail Host. If from time to time, Franchisor chooses in its discretion to advance Franchisee Commissions to Franchisee prior to Franchisor's receipt of Net Sales from the Retail Host, Franchisee agrees that such amounts shall become indebtedness of Franchisee to Franchisor and shall be carried forward by Franchisor as a negative balance owed by Franchisee. Any negative balance carried forward may be withheld from future Franchisee Commissions otherwise due to Franchisee, but any negative balance shall constitute indebtedness of Franchisee due on demand by Franchisor at any time. Franchisor does not guaranty payment to any of Franchisee's vendors or suppliers. Notwithstanding anything to the contrary, Franchisee shall not be entitled to any Gross Sales or Net Sales except in the amount of the Franchise Commissions after all deductions described in this Agreement.
- (7) Franchisor shall have the right to retain some, or all, of the additional Net Sales generated as a result of a Negotiated Retail Price Increase. Franchisor shall notify Franchisee what percentage of the additional Net Sales generated, as a result of the Negotiated Retail Price Increase, Franchisor shall retain.
- (8) If the Service Commissions payable to a Retail Host increase, Franchisor shall be entitled, upon written notice to Franchisee, to reduce Franchisee's Franchise Commission, to reflect that increase in money retained by the Retail Host.

- C. In addition, Franchisee shall pay to Franchisor the following fees and costs:
- (1) a contribution to the Brand Fund (the "Brand Fund Contribution") equal to up to two percent (2%) of Franchisee's Net Sales, to be due and payable each week in the same manner as Franchisee pays Franchisor other fees;
  - (2) An initial lease fee ("Initial Lease Fee") of \$1,500 per Hissho Label System;
- (3) A Hissho label system replacement fee ("Hissho Label System Replacement Fee") of \$1,000 for equipment that is lost or damaged beyond repair (per lost or damaged piece);
- (4) A Hissho label system non-return fee (per Hissho Label System) ("Hissho Label System Non-Return Fee") of \$1,500, if, Franchisee fails to return to Franchisor the equipment and/or software associated with the Hissho Label System upon expiration or termination of this Agreement.
- (5) A technology fee ("Technology Fee") of \$125 per month for those purposes that Franchisor may determine, which may include covering Franchisor's costs or paying fees to third party providers for technology development, maintenance, and usage for the System and subscription, license and other similar fees so that Franchisee has access to and can use certain other technology tools (e.g., the Hissho Label System), although Franchisor may increase this fee up to a maximum of \$300 per month to account for its increased costs and administrative expenses;
- (6) A data overage fee ("Data Overage Fee") of \$10 per GB if Franchisee's wireless data usage exceeds the monthly allotted limit of 100mb;
- (7) An initial background check, credit check, and drug test fee ("Initial Background Check, Credit Check, and Drug Test Fee") in the amount of \$150 per owner, member or shareholder, which amounts or requirements may be modified by posting in the Franchise Manual;
- (8) If required by the Retail Host, a recurring background check fee every fifteen (15) months ("Recurring Background Check Fee") in the amount of our actual cost for the background check per member of Franchisee's personnel, which amount or frequency may be modified by posting in the Franchise Manual;
- (9) Payment or reimbursement to Franchisor for the cost of any local licenses and permits obtained by Franchisor required to operate the Food Retail Unit;
- (10) Payment for point-of-sale marketing materials provided by Franchisor that are required as part of the opening package for the Food Retail Unit and as updated or replaced;
- (11) Manual loan fees (initial & annual) and replacement fees as follows: (i) an initial loan deposit fee for the Franchise Manual in the amount of \$150; (ii) an initial loan deposit fee for the SSOP/HACCP (Sanitation Standard Operating Procedures/Hazard Analysis Critical Control Points) Food Safety Plan Book in the amount of \$150 per Food Retail Unit type (excluding delivery locations); (iii) an annual recurring loan fee of \$150 per year per Food Retail Unit type for each SSOP/HACCP Food Safety Plan book, and (iv) replacement fees of \$1,000 for each lost or replaced Franchise Manual. The amounts of and requirements for these fees may be modified by posting in the Franchise Manual;
- (12) Training fees for (i) initial training and ongoing training, (ii) failure to attend mandatory training sessions, (iii) additional training sessions, and (iv) additional mandatory, remedial training in the event of Franchisee's default under the requirements of the Franchise Manual or this Agreement, all as set forth in Paragraph 7.D or in the Franchise Manual, all of which fees and requirements may be modified by posting in the Franchise Manual;

- (13) A special on-site support fee ("On-Site Support Fee"), in the amount of \$500 per day, plus the cost of travel of Franchisor's representatives, for special on-site operating support, as needed and as determined by Franchisor, which requirements and amounts may be modified by posting in the Franchise Manual;
- (14) A customer satisfaction fee ("Customer Satisfaction Fee") in the amount of \$500 plus Franchisor's travel, lodging and meal costs, if any, for each incident requiring, in Franchisor's sole discretion, Franchisor's involvement to resolve any complaints and/or issues with a Retail Host, or customers of the Franchised Business, which requirements and amounts may be modified by posting in the Franchise Manual;
- (15) A non-compliance fee ("Non-Compliance Fee") in the amount of \$500 for each instance of Franchisee's non-compliance, as determined by Franchisor in its sole judgement, with any of its requirements under the Franchise Manual, this Agreement or the SSOP/HACCP Food Safety Plan, which requirements and amounts may be modified by posting in the Franchise Manual. This provision is in addition to all other remedies available to Franchisor, and all requirements of cure set forth in Paragraph 15 of this Agreement;
- (16) A garnishment or levy fee ("Garnishment or Levy Fee") in the amount of \$100 for each event that funds must be withheld and transferred as a result of the garnishment or levy, which requirements and amounts may be modified by posting in the Franchise Manual;
- (17) A sales inquiry fee ("Sales Inquiry Fee") of \$100, which is incurred for each month that Franchisee requests additional information beyond Franchisor's monthly report, which requirements and amounts may be modified by posting in the Franchise Manual;
- (18) Sampling service fees for Franchisor's providing food sampling services on-site or in Franchisee's market, as incurred, and as set forth in the Franchise Manual;
- (19) Fees for laboratory tests to examine food samples from the Food Retail Unit, taken in Franchisor's discretion, in the amount of \$2,000 per tested item, plus Franchisor's out of pocket expenses for investigation expenses; which requirements and amounts may be modified by posting in the Franchise Manual;
- (20) Fees for requests for approval of a new product, supplier or vendor, in the amount of \$500 per request product, as required in Paragraph 7.K. of this Agreement, which requirements and amounts may be modified by posting in the Franchise Manual;
- (21) A food retail unit drop fee ("Food Retail Unit Drop Fee") in the amount of \$1,500 for each Food Retail Unit that Franchisee discontinues to operate with Franchisor's approval, prior to the end of the term, which requirements and amounts may be modified by posting in the Franchise Manual;
- (22) An early termination fee ("Early Termination Fee") in the amount of \$5,000 for each Food Retail Unit that Franchisee abandons or refuses to operate prior to the end of the term without Franchisor's approval, or for which the Agreement is terminated prior to the end of the term, plus travel expenses, labor and employee cost of Franchisor to operate the Food Retail Unit prior to the expiration of the term of Franchisee's Agreement, and for removal of food products and payment of unpaid expenses and invoices, and other expenses Franchisor incurs to operate the Food Retail Unit, all of which may be modified by posting in the Franchise Manual;
- (23) A transfer to new entity fee ("Transfer to New Entity Fee") in the amount of \$250 per Food Retail Unit, when Franchisee (i) requests to transfer or assign an interest between shareholders or members that does not constitute a change of control, (ii) seeks a name change of a Franchisee entity, or (iii) if Franchisee seeks to transfer its interest to another Franchisee entity that is wholly owned by the transferring Franchisee, or the transferring Franchisee's shareholders or members. These amounts may be modified by posting in the Franchise Manual:

- (24) A transfer fee ("Transfer Fee") of \$2,500 for each Food Retail Unit for which Franchisee seeks to transfer, alone or together, with other previous, simultaneous, or proposed transfers, that would have the effect of transferring a controlling interest in Franchisee, the Franchised Business, or Franchise Agreement to another entity or person; or for which a Franchise owner, or a shareholder or member of Franchisee seeks to transfer a controlling interest of Franchisee to another person, all of which requirements and amounts may be modified by posting in the Franchise Manual. Notwithstanding the payment of this fee, Franchisor retains the sole discretion to consent, or refuse consent, to any transfer of any interest. In no event may fewer than all Food Retail Units owned or under control of Franchisee be transferred, and in no event may transfer be permitted when all Food Retail Units have been operated by Franchisee for less than one (1) year;
- (25) If Franchisee fails to obtain the required insurance coverages as provided in this Agreement and in the Franchise Manual, Franchisor may at its option, purchase the insurance for Franchisee. If Franchisor purchases the insurance for Franchisee, Franchisee shall pay an insurance service fee ("Insurance Service Fee") for each occasion Franchisor acquires insurance, plus the cost to Franchisor to obtain the insurance. The Insurance Service Fee shall be \$100 for the time period for which Franchisor makes insurance payments on Franchisee's behalf for each Food Retail Unit for which Franchisor acquires insurance, the requirements and amounts of which may be modified by posting in the Franchise Manual;
- (26) An express handling fee ("Express Handling Fee") in the amount of \$200 for inventory and supply orders made after Monday at 3 p.m., which requirements and amounts may be modified by posting in the Franchise Manual;
- (27) To insure that ingredients used to produce food products are purchased solely from authorized sources, if Franchisee's food inventory order to Franchisor or its affiliate is less than ninety percent (90%) of the total amount needed to meet the Food Retail Unit's production needs, as shown by its sales volume, then Franchisor may charge Franchisee an ordering non-compliance fee ("Ordering Non-Compliance Fee") that equals the difference between the amount that Franchisee should have ordered to meet production needs, based on its sales volume, and the amount of Franchisee's actual supply order from Franchisor or its affiliate; and
- (28) A convenience fee ("Convenience Fee") equal to \$100 per license, plus the amounts charged by the applicable governmental body if the Franchisor pays for, or assists with any inspection, permit, or license sought and/or obtained in connection with the operation of Franchisee's Food Retail Unit.
- **D.** Any of the fees or other amounts owed by Franchisee, including all items set forth in Paragraph 4 of this Agreement, may be deducted directly from Franchisee's Franchise Commission arising from any of Franchisee's Food Retail Units, and all such amounts shall be retained by Franchisor. The requirements and amounts of all fees described in Paragraph 4 of this Agreement may be changed by Franchisor by posting in the Franchise Manual.
- **E.** Notwithstanding anything in this Agreement to the contrary, Franchisor shall have no obligation to remit any sales proceeds from the Food Retail Unit until the Retail Host has first remitted proceeds to Franchisor, and Franchisor has deducted any amounts owed by Franchisee to Franchisor and to Franchisor's affiliated suppliers as provided above in this Paragraph.
- F. Any other payments required to be made by Franchisee to Franchisor or to Franchisor's affiliated suppliers that are not withheld or retained by Franchisor, are due upon demand. Franchisor reserves the right to require that all monthly payments required by this Paragraph 4 be directly drafted by Franchisor from Franchisee's bank account. Any payment or report not actually received by Franchisor on or before the date due shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid at the equivalent of eight percent (8%) annually or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have.

- G. Franchisee authorizes Franchisor at all times: (i) to permit the Retail Host to withhold its Service Commission from Gross Sales of the Food Retail Unit, which Franchisee acknowledges may fluctuate; (ii) to withhold from Franchise Commissions any and all amounts financed by Franchisor or its affiliate suppliers for equipment, food, supplies or any other items, plus any fees and obligations Franchisee shall owe Franchisor including but not limited to all those listed in this Paragraph 4; and, (iii) to withhold and pay from Franchise Commissions any of Franchisor's affiliated vendors for Franchisee's purchase of food, equipment, supplies and services. Franchisee agrees that this authorization is irrevocable during the term of this Agreement and during any time after expiration or termination of this Agreement in which Gross Sales or Net Sales have been generated and Franchise Commissions remain unpaid to Franchisee. Franchisee agrees that any purchases made from Lwin Family Co, a supplier and affiliated company of Franchisor, including any successors or assigns of Lwin Family Co., as an affiliated supplier of Franchisor, may be deducted from Franchise Commissions and paid directly to Lwin Family Co or other affiliated supplier by Franchisor.
- **H.** Franchisee acknowledges and agrees that any negative balance resulting from the deduction of authorized amounts described in this Paragraph 4 from Franchise Commissions, may be carried forward and deducted from successive months' Franchise Commissions, until all amounts owed Franchisor and its affiliated suppliers, including Lwin Family Co, LLC, are fully paid. Franchisee shall pay any of its other suppliers directly and promptly from its own funds, and Franchisor shall have no responsibility or requirement to pay any other supplier.
- I. Franchisee further acknowledges and agrees that it is entitled to receive only Franchise Commissions as specified in the Attachment "A" and any amendment to Attachment "A" to this Agreement less all fees, costs and expenses described in this Paragraph 4; and that all other remaining proceeds from Net Sales, if any, shall be retained by Franchisor. Franchisee further acknowledges that Franchisor may, upon thirty (30) days written notice to Franchisee, modify the Franchise Commissions.

#### 5. SITE SELECTION AND CONTROL

- A. The Franchised Business may either be located at a site that Franchisor selects or at a site that Franchisee proposes for Franchisor's prior written approval. With respect to sites that Franchisee proposes, Franchisee must submit the forms that Franchisor designates in the manner that Franchisor designates from time to time, and may only submit a proposed site to Franchisor after Franchisee has carefully evaluated the site, and determined that it meets the criteria for Food Retail Unit sites which Franchisor has communicated to Franchisee. Franchisor shall review the application for site approval; and within thirty (30) days of Franchisor's receipt of the application, Franchisor shall approve the proposed site or reject the site with comments as to why it was rejected.
- **B.** If Franchisor or Franchisor's affiliate controls the agreed upon location of the Franchised Business under the terms of an agreement with a Retail Host or otherwise, Franchisee will have the right to occupy the location under this Agreement for the purpose of operating the Food Retail Unit. Franchisee agrees to strictly comply with all rules, policies, regulations and directives of the Retail Host and Franchisor with respect to Retail Host locations, which may vary from location to location, including those of the Retail Host relating to (i) maximum, minimum and other pricing requirements (as allowed by applicable law) with respect to the prices Franchisee may charge for products and services and (ii) any minimum sales/performance requirements with respect to the Food Retail Unit. Franchisor has no right to, and will not, establish maximum, minimum or other requirements with respect to the prices Franchisee may charge for products and services. If Franchisor's right to the location expires or is terminated for any reason, then Franchisee's right to possess and operate the franchised Food Retail Unit shall be terminated; and in such an event, Franchisor shall have no further obligation or liability to Franchisee, including the obligation to find a replacement location for Franchisee, and Franchisee shall not be entitled to compensation for loss of the Food Retail Unit.
- C. If Franchisor or Franchisor's affiliate does not control the agreed upon location of the Franchised Business under the terms of an agreement with a Retail Host or otherwise, Franchisee shall within thirty (30) days

after Franchisor's approval of a site, if the site is to be obtained by lease or agreement, provide Franchisor with a copy of the proposed lease or other agreement. Within twenty (20) days thereafter, Franchisor shall send notice of approval or notice of rejection with comments. Franchisor's approval may be conditioned upon the lease or other agreement being in a form satisfactory to Franchisor and containing certain prescribed terms (including, without limitation, provisions for quiet enjoyment and a provision requiring that Franchisee assign the lease or other agreement to Franchisor at Franchisor's option upon termination or expiration of this Agreement). Franchisee shall, as promptly as possible after receipt of approval, complete acquisition of the site.

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

#### 6. FRANCHISEE ORGANIZATION AND CAPITAL STRUCTURE

- A. Franchisor does not permit individuals to enter into franchise agreements. Franchisee must, therefore, operate the Franchised Business, and sign this Agreement, as a corporation, partnership, or limited liability company composed solely of shareholders, members, or partners who are individuals and not corporations, limited liability companies or any other legal entities, and shall comply with the following requirements:
- (1) Franchisee shall be organized and validly existing in good standing under the laws of the state of its incorporation or organization;
- (2) Franchisee shall be qualified to do business in all states in which its business activities or the nature of the properties owned by it requires such qualification;
- (3) Franchisee's Articles of Incorporation or Charter, or if Franchisee is a limited liability company, Franchisee's Articles of Organization and Operating Agreement shall at all times provide that Franchisee was organized and has authority only to develop, own and operate Food Retail Units; and that Franchisee shall not engage or invest in any business other than development, ownership and operation of Food Retail Units;
- (4) If Franchisee is a corporation, copies of Franchisee's Articles of Incorporation or Charter, Bylaws, and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be furnished to Franchisor on or before execution of this Agreement; If Franchisee is a limited liability company, copies of Franchisee's Articles of Organization, Operating Agreement, and other governing documents, and any amendments thereto, including the Consent of all limited liability company members authorizing entry into this Agreement, shall be furnished to Franchisor on or before execution of this Agreement;
- (5) Franchisee shall maintain a current list of all owners of record, including all members if Franchisee is a limited liability company, and all beneficial owners of any class of securities of Franchisee and shall furnish the list to Franchisor at such time as Franchisor may request; and,
- (6) Each of Franchisee's. owners during the Initial Term (as defined in Paragraph 2.A above) and the Renewal Term (as defined in Paragraph 2.B above) will execute a guaranty in the form attached to this Agreement as Attachment "B" in their individual capacities undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Franchisee and Franchisor. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, Franchisor may require that the spouse of each owner sign a guaranty.

#### 7. DUTIES OF FRANCHISEE

- **A.** Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor, Retail Hosts, and other franchisees of Franchisor, in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Franchisor's reputation and goodwill.
- **B.** If the Food Retail Unit is already operating, then Franchisee shall commence operating the Food Retail Unit as of the date of this Agreement. If the Food Retail Unit is not already operating, Franchisee shall prepare and open the Food Retail Unit within 60 days of the execution of this Agreement. Time is of the essence. Prior to opening for business, Franchisee shall comply with all pre-opening requirements set forth in this Agreement and in the Franchise Manual.
- **C.** Franchisee shall designate an individual to serve as the "Operating Principal" of Franchisee, subject to the following conditions:
- (1) The Operating Principal shall devote full-time and best efforts to the supervision and conduct of the Franchised Business, and any other Food Retail Units, which may be operated by Franchisee;
- (2) If the Operating Principal is unable, or elects not, to continue to meet his obligations hereunder, or if, in Franchisee's sole discretion, the Operating Principal no longer qualifies to act as such, Franchisee shall promptly designate another Operating Principal, subject to the same conditions and qualifications listed above; and
- (3) The Operating Principal shall successfully complete the initial training required by Franchisor, and other additional training as Franchisor may require.
- **D.** Franchisee agrees that it is important to the operation of the System and the Food Retail Unit, that Franchisee's Operating Principal and other equity owners, receive such training as Franchisor may require, and to that end agrees as follows:
- (1) <u>Initial Training Program</u>. Prior to the opening of the Food Retail Unit, Franchisee's Operating Principal and each equity owner shareholder or member of the Franchisee, shall attend and complete, to Franchisor's satisfaction, the Initial Training Program offered by Franchisor. Franchisee shall pay Initial Training Fees of \$2,000 per person payable prior to training. There may be a separate Initial Training Program provided and required for Sushi Bars and Asian Food Bars, along with separate Initial Training Fees of \$2,000 per person for each. The current Initial Training Fees charged by Franchisor may be modified by Franchisor when posted in the Franchise Manual. Franchisee and its attendees shall be responsible for any and all expenses incurred by them in connection with the Initial Training Program, including, without limitation, the cost of transportation, lodging, meals, and wages.
- Sushi Chef Training. If the Operating Principal or any equity owner does not have sufficient sushi chef experience, we may, in our discretion, require they take additional sushi chef training for 10 to 20 days at a location we designate before opening their Food Retail Unit. The Sushi Chef Training Fee is an additional \$2,000 per person, plus the cost of transportation/travel, food, and lodging. The current Sushi Chef Training Fee charged by Franchisor for the sushi chef training may be modified by Franchisor when posted in the Franchise Manual. Franchisee and its attendees shall be responsible for any and all expenses incurred by them in connection with the sushi chef training, including, without limitation, the cost of transportation, lodging, meals, and wages.
- (3) <u>ServSafe® Food Protection Manager Certification</u>. Prior to attending the Initial Training Program, Franchisee or Franchisee's Operating Principal must attend, receive, and hold a current ServSafe® Food

Protection Manager Certification accredited by the American National Accreditation Board (ANAB) from either the National Restaurant Association, or any third-party recommended on the ServSafe® website (but Franchisor may provide this training in the future), in addition to any safe food handling courses that may be required by the local municipality in which the Food Retail Unit is located. Each Full Service Sushi Bar and Asian Food Bar is required to have at least one certified ServSafe® Food Protection Manager on duty at all times. Franchisee's ServSafe® Food Protection Manager certificate must be submitted to Franchisor for review before Franchisee or Franchisee's Operating Principal attends the Initial Training Program.

- (4) Each subsequent Operating Principal and other equity owners shall attend and complete, to Franchisor's satisfaction, such training programs as Franchisor may require. Failure of Franchisee's Operating Principal and Franchisee's equity owners to satisfactorily complete the applicable training programs may result in termination of this Agreement. Training requirements and costs may be changed by posting in the Franchise Manual. Franchisee and its attendees shall be responsible for any and all expenses incurred by them in connection with all such training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.
- At Franchisee's expense, the Operating Principal and Franchisee's other equity owners shall also attend and complete, to Franchisor's satisfaction, such courses, seminars, and other training programs as Franchisor may require from time to time. Franchisee shall pay to Franchisor, for the Operating Principal and each equity owner, the training fees then charged by Franchisor and posted in the Franchise Manual for such courses, seminars and other training programs, and training requirements and costs may be changed by posting in the Franchise Manual. If any such training fee is imposed by Franchisor, the training fee shall be in addition to any other expenses incurred by the Operating Principal and equity owners in connection with such courses, seminars and other training programs, including, without limitation, the cost of transportation, lodging, meals, and wages, for which Franchisee shall be responsible. If the Operating Principal or any equity owner does not attend a required training session, then Franchisee shall pay to Franchisor a payment of \$250 per training day not attended, which requirements and amounts may be changed by posting in the Franchise Manual.
- Remedial Default Training. If Franchisor has notified Franchisee of a default of operating procedures or requirements under the Franchise Agreement, the Franchise Manual, or SSOP/HACCP Food Safety Plan, Franchisor may require Franchisee's Operating Principal and other equity owners to take a one or two day remedial default training. The fee charged for this remedial default training is \$500 per day plus the cost of travel, food and lodging of Franchisor's representative. This fee is charged for each daily training session required by Franchisor and not on a per person basis and may be changed by posting in the Franchise Manual.
- **E.** Franchisee shall use the Food Retail Unit premises solely for the operation of the Franchised Business; shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor and/or the Retail Host may from time to time specify or as Franchisor and the Retail Host may otherwise approve in writing; and shall refrain from using or permitting the use of the premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor, all in compliance with the requirements of the Retail Host.
- **F.** Franchisee shall maintain a competent, conscientious, trained staff at the Food Retail Unit at all times, in sufficient numbers so as to operate the Food Retail Unit efficiently and effectively. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations, wear uniforms, or designated clothes of such color, design and other specifications as Franchisor may designate from time to time, present a neat and clean appearance, and render competent and courteous service to customers of the Food Retail Unit.
- **G.** Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Food Retail Unit; and shall comply with every aspect of federal, state and local law and regulation.

- **H.** To insure that the highest degree of quality, cleanliness, appearance, and service is maintained, Franchisee shall operate the Food Retail Unit in strict conformity with such methods, standards, and specifications as Franchisor may, from time to time, prescribe in the Franchise Manual and Franchisor's Sanitation Standard Operating Procedures/Hazard Analysis Critical Control Points (SSOP/HACCP) Food Safety Plan, and otherwise as Franchisor specifies. Franchisee agrees:
- (1) To operate the Food Retail Unit in a clean, wholesome manner in compliance with Franchisor's prescribed standards of quality, cleanliness, appearance and service;
- (2) To maintain in sufficient supply, and to use at all times, only such ingredients, products, materials, supplies, and goods as conform with Franchisor's standards and specifications, and to refrain from deviating therefrom by the use or offer of nonconforming items, without Franchisor's prior written consent;
- (3) To sell, or offer for sale, only those specific food items, condiments, products, and services Franchisee chooses from Franchisor's pre-approved lists of such items; to sell or offer for sale chef specials and location favorites using Franchisee's own recipes, as long as they follow Franchisor's pre-approved standard ratios and ingredients; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any food items, condiments, products, or services which Franchisor may, in its discretion, disapprove in writing at any time;
- (4) To employ only those methods of food handling and preparation as Franchisor may specify in the Franchise Manual, the SSOP/HACCP Food Safety Plan, or otherwise designate from time to time;
- (5) To permit Franchisor or its agents, at any reasonable time, to remove samples of food or non-food items from Franchisee's inventory, or from the Food Retail Unit, without payment therefore, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisee shall pay Franchisor \$2,000 for the cost of such testing; and
- (6) To purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, decor, and signs as Franchisor may reasonably direct from time to time in the Franchise Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Food Retail Unit premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor, signs, or other items not previously approved as meeting Franchisor's standards and specifications, all consistent with the requirements of the Retail Host.
- **I.** Franchisee shall comply with all requirements of federal, state, and local laws, rules, and regulations. With respect to immigration laws specifically:
- (1) Franchisee must be authorized to work in the United States within the meaning of all immigration laws, regulations, rules, orders, and codes, including, without limitation, the Immigration Reform and Control Act of 1986 ("INA") as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), as amended, and all successor statutes, laws, regulations, rules thereto (collectively, the "Immigration Laws"). Accordingly, Franchisee is prohibited from undertaking any productive employment in connection with the Franchise if Franchisee does not possess proper work authorization in connection with these activities.
- (2) Franchisee is mandated to follow the INA and all applicable laws and regulations to only hire individuals for employment who are authorized to work in the United States. To that end, Franchisee will not in any way violate any Immigration Laws; and will require all employees to complete Form I-9 within the mandated time period.

- (3) Franchisee will review the provisions of USCIS's E-Verify program and enroll into the E-Verify program by executing the E-Verify Memorandum of Understanding ("MOU"), utilizing the program in line with its requirements and in conjunction with the timely preparation and proper maintenance of Forms I-9. While E-Verify is mandatory in a number of states for some employers, Franchisee will enroll in E-Verify notwithstanding state requirements and utilize the program continuously and in line with the program requirements and E-Verify MOU.
- (4) While undertaking recruitment and continuing employment of any employees, Franchisee will company with all applicable Immigration Laws which prohibit discrimination based on citizenship and national origin.
- **J.** Franchisor may designate one supplier or vendor, which may be Franchisor or one of its affiliates, for any products (including food items, ingredients, equipment, furnishings, supplies, materials, and other items) or services at any time upon written notice to Franchisee. Once designated, Franchisee will be required to utilize that supplier or vendor exclusively for the applicable products or services.
- If Franchisor hasn't designated a supplier or vendor for a particular product or service to be used or offered for sale at the Food Retail Unit, Franchisee must purchase the product or service solely from suppliers including manufacturers, distributors and other sources who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor and not thereafter disapproved. If Franchisee desires to purchase any products from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so, and Franchisor, in its sole discretion, shall determine whether such supplier shall be approved. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge in the amount of Two Thousand Dollars (\$2,000) per requested product, shall be paid by Franchisee to Franchisor for any request submitted to Franchisor to consider a new product for sale or a new vendor whether for new or existing products, plus Franchisor's out of pocket expenses including the costs of testing and travel, including as necessary the cost of visiting international facilities and supply chain locations for items imported into the United States. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then current criteria. Notwithstanding any other provisions of this Agreement, for purposes of making certain the customer experience is uniform, safe and of high quality, Franchisee agrees it shall purchase sushi fish and related products only from sources designated by Franchisor.
- L. Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods, packaging materials, including disposable food containers, napkins, and menus, condiments, utensils and all forms and stationery used in the Franchised Business, and other items which may be designated by Franchisor to bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.
- **M.** Franchisee shall maintain the Food Retail Unit in a high degree of sanitation, repair, and condition, and in connection therewith shall make such additions, alterations, repairs, and replacements thereto but, if of a substantial nature, not without Franchisor's prior written consent as may be required for that purpose, including, without limitation, such periodic repainting or replacement of signs, furnishings, equipment, and decor in the manner and at the times which Franchisor may reasonably direct.
- **N.** Franchisee shall, where applicable, keep the floor within the Food Retail Unit area, any immediately surrounding area and preparation area clean, dry and free of debris.
  - **O.** Franchisee shall grant Franchisor and its employees and third-party designees the right to enter,

without advance notice or consent, upon the Food Retail Unit premises at any time for the purpose of conducting inspections including, without limitation, through Franchisor's use of "mystery shoppers"; shall cooperate with Franchisor's employees and third-party designees in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its employees or third-party designees and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Franchisee shall pay Franchisor's then-current fee for each inspection Franchisor conducts through a third-party designee, irrespective of whether Franchisee's Food Retail Unit passes or fails the inspection.

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

- P. Franchisee's Assigned Hissho Email Address. Franchisor will provide an email address to Franchisee using "@hsfran.com" for Franchisee to use in the operation of the Franchised Business. Franchisee agrees to utilize the email address provided by Franchisor and review its content regularly for purposes of receiving updates, notice of postings to the Franchise Manual, or policy changes and other communications from Franchisor. All written memorandum related to the operations of Franchisee's Food Retail Units, whether delivered only by email, by first class mail, other forms of delivery or in person, shall be deemed part of the Franchise Manual. Franchisor owns the rights to all data and files received using any email address provided to Franchisee by Franchisor or using Franchisor's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. Franchisor reserves the right to monitor electronic mail messages and their content. Electronic mail messages sent and received using Franchisor provided email addresses are not private and are subject to viewing, downloading, inspection, release, and archiving by Franchisor at all times. Franchisor has the right to inspect electronic messages in order to assure compliance with Franchisor policies and state and federal laws.
- Q. Computer Equipment (hardware & software). For the typical Food Retail Unit, Franchisee is not required to buy an electronic cash register or a particular brand of computer system because sales are made through the Retail Host POS system. Franchisor does, however, require Franchisee to purchase Franchisor's Hissho Label System to print labels and conduct other functions, as Franchisor prescribes. Franchisee is also required to purchase, at Franchisee's sole expense and according to any specifications that Franchisor may require from time to time, a computer with basic capability to interact with the internet, receive and send emails using the Hissho email address "@hsfran.com" that Franchisor provides for Franchisee, and word processing and spread sheet capability, to submit orders and to receive monthly statements, but only for purposes of operating Franchisee's business generally. No specific type of data is necessary to be generated or stored in the computer system. To order supplies and food through the internet, Franchisor may require Franchisee to use a designated spreadsheet system, although Franchisor may also allow Franchisee to prepare these documents by hand and fax them. Franchisee is not required to purchase any maintenance or support contracts for its computer hardware and software, but it is recommended to ensure continued good use and working order of the computer hardware and software.

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

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

#### 8. PROPRIETARY MARKS AND TRADE DRESS

- **A.** Franchisor represents with respect to the Proprietary Marks that:
  - (1) Franchisor is the licensee of the Proprietary Marks;
- (2) Franchisor has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity in and of the Proprietary Marks;
- (3) Franchisor will permit Franchisee and other franchisees to use the Proprietary Marks only in accordance with the System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks;
- (4) There are licensees permitted to use the Proprietary Marks in connection with other Food Retail Units.
- **B.** With respect to Franchisee's licensed use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:
- (1) Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;
- (2) Franchisee shall use the Proprietary Marks only for the operation of the Franchised Business and only at the location authorized hereunder, or in advertising for the Franchised Business;
- (3) Unless otherwise authorized or required by Franchisor in writing, Franchisee shall operate and advertise the Franchised Business only under the name "HISSHO" or "ŌUMI" or "SUSHI WITH GUSTO" or "IBASHO SUSHI" or "SHIZEN" as specified by Franchisor, without prefix or suffix;
- (4) During the term of this Agreement, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, and shall display a notice to that effect in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing;
- (5) Franchisee's right to use the Proprietary Marks is limited to the term of this Agreement and shall automatically cease upon the expiration or earlier termination of this Agreement and is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof, including, but not limited to, sublicensing a use of the Proprietary Marks, shall constitute an infringement of Franchisor's rights and a default under this Agreement;
- (6) During the term of this Agreement and continuing after its expiration or earlier termination, Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;
- (7) During the term of this Agreement and continuing after its expiration or earlier termination, Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name;
- (8) Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and
  - (9) In the event that litigation involving the Proprietary Marks is instituted or threatened

against Franchisee, Franchisee shall promptly notify Franchisor. Franchisor shall conduct the defense, and bear the expense of such litigation, but shall be entitled to settle or otherwise dispose of the litigation on terms which, in its sole discretion, it may decide upon. Franchisee shall cooperate fully with Franchisor in defending or settling such litigation.

#### **C.** Franchisee expressly understands and acknowledges that:

- (1) Franchisor is the licensor of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;
- (2) The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (3) Franchisee shall not directly or indirectly contest the validity or Franchisor's ownership of the Proprietary Marks;
- (4) Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, except pursuant to the license granted by this Agreement;
- (5) Any and all goodwill arising from Franchisee's use of the Proprietary Marks in its franchised operation under the System shall inure solely and exclusively to Franchisor's benefit and the owner of the Proprietary Marks, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned to Franchisee as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks; and
- (6) The right and license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor and the owner of the Proprietary Marks thus has and retains the rights, among others:
- (a) To use the Proprietary Marks itself in connection with selling products and services;
- **(b)** To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and
- (c) To develop and establish other systems using the same or similar Proprietary Marks, or any other marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee.
- (7) Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder.
- **D.** Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 8 will cause Franchisor irreparable injury, and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 8.

#### 9. CONFIDENTIAL FRANCHISE MANUAL

**A.** In order to protect the reputation and goodwill of Franchisor, and to maintain high standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct its business in accordance with the Franchise Manual. Franchisor will loan to Franchisee, one (1) copy of its Franchise Manual, which Franchisee

acknowledges having received by electronic access, or written copy, for the term of this Agreement. The Franchise Manual includes updates, memoranda, and information that Franchisor may provide from time to time.

- **B.** Franchisee shall, at all times, treat the Franchise Manual, any other manuals created for, or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.
- C. The Franchise Manual shall, at all times, remain the sole property of Franchisor, and it must be returned to Franchisor, upon expiration or termination of this Agreement.
- **D.** Franchisor may, from time to time, revise the contents of the Franchise Manual, and the Franchisee expressly agrees to comply with each new or changed standard.
- **E.** Franchisee shall, at all times, maintain the Franchise Manual and ensure that the Franchise Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual maintained by Franchisor at Franchisor's home office shall be controlling.

#### 10. CONFIDENTIAL INFORMATION

- A. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation or limited liability company any Confidential Information, knowledge, or know how concerning the methods of operation of the Franchised Business which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business and Franchisee shall take such precautions as Franchisor deems necessary to ensure that Franchisee's employees retain such information in confidence.
- Franchisee hereby acknowledges that pursuant to this Agreement, Franchisor will provide Franchisee with access to and training in processes and procedures of a proprietary nature and will provide Franchisee with access to and the right to use recipes and formulas, the Franchise Manual, logos, designs, trademarks, trade names and other proprietary information in connection with Franchisee's development and operation of the Food Retail Unit. Franchisee acknowledges and agrees that Franchisee shall not at any time, whether during the term of this Agreement or after its expiration or earlier termination, disclose any information obtained through such training or from any materials provided by Franchisor to Franchisee and pertaining to the System to any third party other than employees of Franchisee directly involved in the operations of the Food Retail Unit. Further, Franchisee agrees that during the term of this Agreement and after its expiration or earlier termination, it shall not use any of such information or Proprietary Marks, including but not limited to any processes, procedures, recipes, and formulas, for any purpose other than the operation of the Food Retail Unit and will take all steps necessary to prevent any other use of them. Without limiting the foregoing, Franchisee specifically agrees that it shall not during the term of this agreement or after its expiration or earlier termination, offer for sale at any location, other than during the term of this Agreement the Food Retail Unit being operated at that time pursuant to this Agreement, any food products prepared using in whole or part the procedures, processes, techniques, recipes or formulas provided by Franchisor to Franchisee.
- C. As used herein, "Confidential Information" means any proprietary or confidential data or information related to the business of Franchisor including, without limitation, the "Franchise Manual" and its contents, customers and clients, or any affiliate of Franchisor. Confidential Information shall include, but shall not be limited to, technical and non technical data or information related to recipes, ingredients, formulas, methods

or processes, preparation techniques, operations, finances, actual or potential customers, marketing plans, prices and pricing policies, samples, concepts, materials, proprietary information and technologies which are the property of Franchisor, its business partners, customers and clients, or any affiliate of either, and such other information, knowledge, know how and techniques as Franchisor may from time to time designate as being confidential.

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

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

#### 11. ACCOUNTING AND RECORDS

- A. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least five (5) years from the dates of their preparation, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Franchise Manual or otherwise in writing.
- **B.** Franchisee shall, at Franchisee's expense, submit to Franchisor, in the form prescribed by Franchisor, an unaudited balance sheet of the Franchised Business and a statement of profit or loss for the preceding quarter within thirty (30) days after the end of each quarter of Franchisee's fiscal year. Each such statement shall be signed by Franchisee's treasurer or chief financial officer attesting that it is true and correct.
- C. Franchisee shall, at Franchisee's expense, provide to Franchisor a statement of profit or loss and a year end balance sheet prepared and certified by Franchisee's accountant and, upon written request by Franchisor, by an independent certified public accountant satisfactory to Franchisor, within ninety (90) days after the end of each fiscal year of the Franchised Business during the term hereof, showing the results of operations of the Franchised Business during said fiscal year. The Franchisee's public account or its chief financial officer shall attest that the financial statements present fairly the financial position of Franchisee and the results of operations of the Franchised Business during the period covered. Franchisor shall have the right, in its reasonable discretion, to require that Franchisee submit audited statements for any fiscal year or any period or periods of a fiscal year of Franchisee during the term of this Agreement, and to require Franchisee to cause its independent certified public accountant to consult with Franchisor, at Franchisee's expense, concerning the financial statements provided by Franchisee.
- **D.** Franchisee and its shareholders or members if applicable shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Franchise Manual or otherwise in writing.

#### 12. ADVERTISING

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

- **A.** Franchisee shall be obligated to make Brand Fund Contributions in a manner consistent with Section 4.C(1).
- Brand Fund Contributions collected from Franchisee, and other Food Retail Unit franchisees under the names "Hissho Sushi", "Ōumi Sushi", "Sushi With Gusto", "Ibasho Sushi", and "Shizen" (the "Brand Fund") will be used by Franchisor for expenditures that, in Franchisor's sole discretion, market, advertise, promote, enhance or further the Hissho, Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi and Shizen names and the System, including: (i) expenses associated with preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, and (ii) paying the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that Franchisor incurs in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Brand Fund contributions.
- (2) The Brand Fund may spend in any fiscal year, more or less, than the total Brand Fund Contributions in that year, borrow from Franchisor or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from Franchisor or third parties, or invest any surplus for future use. Any amounts in the Brand Fund not spent during the fiscal year during which they were collected, may be used by Franchisor for other purposes on a short-term basis if that use does not impair the availability of those amounts for advertising purposes. An accounting of the use of Brand Fund Contributions collected from franchisees during each calendar year will be made available to Franchisee annually, within a reasonable period of time after Franchisee's request.
- (3) Company-owned stores will also contribute to the Brand Fund on the same basis as franchisees. The Brand Fund Contributions paid by Franchisee, other franchisees, and company owned stores will be maintained in a single account. Franchisor reserves the right to set up a separately incorporated entity to administer the Brand Fund.
- **B.** Franchisor may offer, from time to time, to provide, upon Franchisee's request and at Franchisee's expense, approved local advertising and promotional plans and materials. If Franchisor provides applicable materials, Franchisee may utilize such materials without additional written consent. Franchisee may not use other materials without Franchisor's written consent.
- C. Local Marketing. All local advertising by Franchisee must be conducted in a professional manner, must conform to the standards and requirements in Franchisor's Franchise Manual, and must display Franchisor's Marks only in those forms approved by Franchisor. Franchisor may offer periodically to provide upon Franchisee's request and at Franchisee's expense, approved local advertising and promotional plans and materials to Franchisee to use as part of Franchisee's local marketing program. The purpose of the local marketing program is to increase patronage of the Food Retail Unit by consumers. If Franchisee does not receive Franchisor's written approval within 15 days from the date of receipt by Franchisor of such materials, Franchisor will be deemed to have rejected the proposed advertising. Franchisor may make available to Franchisee, from time to time, approved

advertising, promotional plans and materials for purchase. Franchisee is not obligated to accept or purchase any such advertising, promotional plans, and materials offered to Franchisee by Franchisor. Franchisee shall not use any advertising or promotional plans and materials that have not received Franchisor's prior written approval.

- **D.** There is currently no advertising council composed of franchisees but Franchisor reserves the right to establish a council at a later date and to require Franchisee to comply with any obligations associated with such a council.
- **E.** Franchisee must participate in any and all national advertising, marketing, and charitable promotions ("Promotions"), as Franchisor designates and approves, in its sole discretion, and Franchisee will not have the right to decline participation in any Promotions without Franchisor's prior consent.
- **F.** Franchisee may not maintain a website, or otherwise maintain a presence, or advertise on the Internet, or any other public computer network in connection with Franchisee's Food Retail Unit without Franchisor's prior written approval.
- G. Franchisor encourages its franchisees to voluntarily form and operate cooperative advertising programs for Food Retail Units (each a "Cooperative"). Although there are not currently any regional or national Cooperatives, Franchisor may, in its sole discretion, in the future form, develop and coordinate Cooperatives. If a Cooperative is formed for Franchisee's region, Franchisee must become a member. The membership of the Cooperative would be defined by Franchisor by market area. Membership of the Cooperatives will include Food Retail Units managed and/or owned by Franchisor and its affiliates. Each member of the Cooperatives, including Food Retail Units managed and/or operated by Franchisor or its affiliates, will have one vote. Franchisor reserves the right at any time, in its sole discretion, to form, change, dissolve, or merge Cooperatives and Franchisee will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to Franchisee's other required marketing expenditures.

#### 13. INSURANCE

- **A.** Franchisee shall maintain insurance in force as follows:
- (1) Employer's liability and worker's compensation as prescribed by law in the state in which the Food Retail Unit is located and as stated in the Franchise Manual;
- (2) general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual. If Franchisee fails to maintain the required insurance coverages, Franchisor may obtain the insurance and deduct it from Franchisee's Franchise Commissions see Item 6).
- (3) All policies of insurance shall name Franchisor as an additional insured; and shall provide that the policy cannot be cancelled without thirty 30 days prior written notice to Franchisor; and shall specify that copies of all notices shall be sent to Franchisor. Franchisee shall furnish Franchisor with copies of all policies or certificates evidencing insurance in force as required herein. Evidence of payment of premiums shall be delivered to Franchisor at least thirty 30 days prior to the expiration dates of each existing insurance policy; and
- (4) Such additional insurance covering such additional risks or providing such higher limits as Franchisor may reasonably request. Franchisor's additional requirements may be stated in the Franchise Manual, the requirements and coverages being subject to change by Franchisor.

**B.** Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in the Franchise Manual or otherwise in writing, Franchisor shall have the right and authority without, however, any obligation to do so immediately to procure such insurance and to charge same to Franchisee, which charges, together with the Insurance Service Fee described in Paragraph 4.D.(25) of this Agreement, for Franchisor's time and expenses in so acting which amounts will be deducted from Franchisee's Franchise Commission. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

#### 14. TRANSFER

- **A.** Franchisor shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity.
- **B.** Transfer by Franchisee of the right to operate the Food Retail Unit, or any interest in this Agreement, the Franchise rights and license rights, and Franchisee are limited as follows and may only occur after Franchisee has operated the Food Retail Unit for at least one year:
- (1) Franchisee's authority to transfer any interest under this Agreement is also subject to the terms of any other agreement between Franchisor and Franchisee which may impose additional conditions and limitations on Franchisee's right to transfer its interest under this Agreement.
- Agreement are personal to Franchisee and Franchisor has granted this Agreement in reliance on Franchisee's business skill and financial capacity, and the business skill, financial capacity and personal character of Franchisee's shareholders or members. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, limited liability company, or other legal entity which directly or indirectly owns any interest in the Food Retail Unit, in this Agreement, or in Franchisee shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in the Food Retail Unit, interest in this Agreement, interest in the Franchise rights and license rights, or any obligations granted hereunder, or in Franchisee without the prior written consent of Franchisor. Any such proposed transfer shall be subject, where applicable, to Franchisor's option to purchase set forth in Paragraph 14.C herein. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor required by this Paragraph 14.B(2), or any attempted or purported transfer of fewer than all Food Retail Units under this Agreement, shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Paragraph 15.B of this Agreement.
- (3) If a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring a controlling interest in any Food Retail Unit, interest in this Agreement, interest in the Franchise rights or license rights granted hereunder, or interest in Franchisee, Franchisor may, in its sole discretion, not elect to exercise its option to purchase set forth in Paragraph 14.C herein, and require any or all of the following as conditions of its approval:
- (a) All of Franchisee's accrued and outstanding monetary obligations to third parties and all accrued and outstanding obligations to Franchisor, or any affiliate of Franchisor shall have been satisfied;
- **(b)** Franchisee shall not be in default of any provision of this Agreement, any amendment hereto or successor hereof, or any other agreement between Franchisee and Franchisor, its parents, subsidiaries, or affiliates;
- (c) The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and

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

- (d) The transferee shall enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement; and, if the obligations of Franchisee were guaranteed by the transferor, the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;
- (e) The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business herein as may be evidenced by prior related business experience or otherwise; and has adequate financial resources and capital to operate the Franchised Business;
- (f) At Franchisor's option, the transferee (i) shall execute and/or, upon Franchisor's request, shall cause all interested parties to execute, for a term ending on the expiration date of this Agreement, the then current standard form of franchise agreement being offered to new System franchisees and other ancillary agreements (including, without limitation, Franchisor's then current form of Nondisclosure Agreement and Nondisclosure and Non-Competition Agreement), modified to require the transferee to pay a pro rated franchise fee for the remaining term of the Franchise Agreement; or (ii) sign Franchisor's then current form of franchise agreement for a full term and pays Franchisor's then current Initial Franchise Fee in full. The then current Franchise Agreement shall include a guarantee of such agreement executed by all shareholders of the transferee, as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage Brand Fund contribution and/or a lower Franchise Commission;
- (g) At Franchisor's sole discretion, the transferee, at its expense, shall upgrade the Food Retail Unit to conform to the then current standards and specifications of System restaurants, and shall complete the upgrading and other requirements within the time specified by Franchisor;
- (h) Franchisee shall remain liable for all of its obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;
- (i) At the transferee's expense, transferee's Operating Principal and other equity owners, if applicable, shall complete any training and certification programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require; and
- (j) Franchisee shall pay to Franchisor a transfer fee of two thousand five hundred dollars (\$2,500) for each transferred Food Retail Unit for which Franchisee requests the right to transfer, and any other transfer fees required by Paragraph 4.C., plus Franchisor's legal expenses related to review and administration of the transfer including Franchisor's cost of travel, lodging and meals;
- (4) Franchisee shall grant no security interest in this Agreement or in the Franchised Business other than a pledge of assets to secure a bona fide loan made or credit extended in connection with acquisition of the assets pledged unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option to purchase the rights of the secured party upon payment of all sums then due to such secured party.

- (5) Franchisee acknowledges and agrees that each condition which must be met by transferee is necessary to assure such transferee's full performance of the obligations hereunder.
- **C.** Franchisor shall have the option to purchase any interest in the Food Retail Unit or this Agreement as follows:
- **(1)** Any party holding any direct or indirect interest in the Food Retail Unit, in this Agreement or in Franchisee who desires to accept any bona fide offer from a third party to purchase such interest, if a transfer of that interest alone or together with other previous, simultaneous or proposed transfers would have the effect of transferring a controlling interest in the Food Retail Unit, in this Agreement, or in Franchisee, shall provide Franchisor with all of the terms of the proposed transfer in writing at least sixty (60) days prior to the proposed date of transfer. Franchisor shall have the right and option, exercisable within sixty (60) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party, net of any finders or brokers' fees which any third party would be obligated to pay. In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor does not exercise its option to purchase, Franchisee or shareholders or members of Franchisee, as applicable, may proceed to consummate a transfer to a third party if they have complied with the conditions of this Paragraph 14. If Franchisor did not exercise its option to purchase, any material change in the terms of the third party's offer prior to closing shall constitute a new offer subject to the same option to purchase by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Paragraph 14.C shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Paragraph 14 with respect to a proposed transfer.
- (2) In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor is not in a position to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash.
- **D.** Upon the death or mental incapacity of any person with a controlling, direct or indirect interest in this Agreement or in Franchisee or the Franchised Business, Franchisor may take possession of the Food Retail Units and operate it for its own account. Upon taking possession of the Food Retail Units Franchisor shall give credits to Franchisee's account against any amounts owed in the amount of fifty percent (50%) of Franchisee's original cost of acquisition of equipment acquired from Franchisor and one hundred percent (100%) of Franchisee's cost for any unopened, usable food utilized by Franchisor.
- **E.** Franchisor's consent to a transfer of any interest in Franchisee, rights to operate the Food Retail Unit, interest in this Agreement or any license or Franchise rights granted hereunder shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.
- **F.** Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 14 will cause Franchisor irreparable injury, for which no adequate remedy at law may be available, and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 14.

#### 15. DEFAULT AND TERMINATION

A. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against Franchisee and not opposed by Franchisee; or if Franchisee is adjudicated a bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for

Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian permanent or temporary of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee.

- **B.** Upon occurrence of any of the following events, Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and may take immediate possession of the Food Retail Units together with all equipment and inventory:
- (1) If Franchisee fails to immediately operate the Franchised Business if it is a currently operating Food Retail Unit, or if Franchisee shall fail to open upon Franchisor's designated opening date if the Food Retail Unit is not yet operating;
- (2) If Franchisee or any shareholder or member of Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, adversely to affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;
- (3) If Franchisee or any shareholder or member of Franchisee purports to transfer any interest in this Agreement, any rights hereunder, including but not limited to any rights to operate the Food Retail Units, Franchise and license rights or obligations under this Agreement or any interest in Franchisee to any third party without Franchisor's prior written consent, contrary to the terms of Paragraph 14 of this Agreement; or if Franchisor purports to transfer or attempt to transfer fewer than all Food Retail Units under this Franchise Agreement;
- (4) If, contrary to the terms of Paragraph 9 or 10 hereof, Franchisee discloses or divulges the contents of the Franchise Manual or other Confidential Information provided to Franchisee by Franchiser;
- (5) If Franchisee knowingly maintains false books or records, or knowingly submits any false reports to Franchisor;
- (6) If Franchisee, or any shareholder or member of Franchisee, violates Paragraph 8 hereof by making any unauthorized use of any name, trademark, service mark, or other Proprietary Mark or Trade Dress of Franchisor:
- (7) If Franchisee shall cause, suffer, or permit voluntarily or involuntarily its right to or possession of the premises on which the Food Retail Unit is located to be terminated prematurely for any cause whatsoever; or if Franchisee shall fail to follow any policy, rule, regulation or directive of the Retail Host; be in material default under the lease for the premises on which the Food Retail Unit is located;
- (8) If Franchisee ceases to operate or otherwise abandons, fails to open the Food Retail Unit during ordinary business hours, or attempts to cease to operate or abandon, the Food Retail Unit, or enters into an agreement to sell, or sells, or purports or attempts to sell rights to the Food Retail Unit, or substantially all right in and to the Food Retail Unit or substantially all of the assets of Franchisee or of the Food Retail Unit, without Franchisor's prior written consent;
- (9) If any other Franchise Agreement with Franchisor is terminated based upon Franchisee's default thereunder, or if Franchisee is in default under any other contract with Franchisor or other affiliate(s) of Franchisor:

- (10) If Franchisee, after curing a default pursuant to Paragraph 15.C, commits the same, or a substantially similar, default again within one hundred eighty 180 days after the prior default occurred, whether or not cured after notice:
- (11) If Franchisee repeatedly is in default under Paragraph 15.C for failure to comply with any of the requirements imposed by this Agreement, whether or not cured after notice;
- (12) If for any reason Franchisor's right of possession or right to operate the Food Retail Unit expires or is terminated and Franchisor loses the right to retain the location in which the Franchised Business operates;
- (13) If Franchisee engages in any practice that in Franchisor's discretion threatens the health of any of Franchisee's customers;
- (14) If Franchisee shall operate in violation of any food safety regulation or requirement, including those required by Franchisor in Franchisor's sole discretion. With respect to a default and termination on the basis of this paragraph 15.B(14), notice may be given verbally by telephone, in person, text message, fax or as provided otherwise in this Agreement;
- (15) If Franchisee denies Franchisor or its designee the right to inspect the Food Retail Unit at any time;
- (16) If Franchisee fails to comply with the in term covenants in Paragraph 17.A hereof or employs, or seeks to employ, any person who at the time is employed by Franchisor or any of its affiliates or by any HISSHO Sushi, ŌUMI Sushi, SUSHI WITH GUSTO, IBASHO Sushi, or SHIZEN franchisee, or otherwise induces, directly or indirectly, any such person to leave such employment;
- (17) If a final judgment against Franchisee remains unsatisfied or of record for thirty 30 days or longer unless an appeal is filed and *supersedeas* bond obtained;
- (18) If Franchisee is dissolved, execution is levied against Franchisee's business or property, suit to foreclose any lien or mortgage against the Franchised Business or equipment situated therein is instituted against Franchisee and not dismissed or bonded off within sixty 60 days, or the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal or constable; or
- (19) If Franchisee purchases ingredients used to produce food products from an unapproved source and has been assessed a Non Compliance Fee for such a deviation on at least one 1 prior occasion, or if Franchisee's food inventory order to Franchisor or its affiliate is less than ninety percent (90%) of the total amount reasonably required to meet the Food Retail Unit's production needs and Franchisee has been assessed the Ordering Non Compliance Fee on two 2 or more prior occasions.
- C. Except as otherwise provided in Paragraphs 15.A and 15.B of this Agreement, Franchisee shall have fifteen (15) days after its receipt from Franchisor of a written notice of default within which to remedy any default hereunder and to provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, Franchisor may terminate this Agreement, effective immediately upon Franchisee's receipt of notice from Franchisor after the expiration of the fifteen (15) day period or such longer period as applicable law may require. Franchisee shall be in default hereunder for any failure to comply with any of the requirements imposed by this Agreement, including any matter enumerated in this Paragraph 15.C, as it may from time to time reasonably be supplemented by the Franchise Manual, or to carry out the terms of this Agreement in good faith. Such defaults shall include, for example, but without limitation, the occurrence of any of the following events:

- (1) If Franchisee fails, refuses, or neglects promptly to pay any monies owing to Franchisor or its parents, subsidiaries or affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement;
- (2) If Franchisee fails to pay or fails repeatedly to make prompt payment of undisputed amounts due to its suppliers, landlord, equipment lessors, or other third parties;
- (3) If Franchisee fails to maintain the Food Retail Unit in a good, clean and wholesome manner, fails to maintain or observe any of the other standards or procedures prescribed by Franchisor in this Agreement, the Franchise Manual, or otherwise in writing;
- (4) If Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement; or
- (5) If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks or uses the Franchisor's Trade Dress other than in connection with the Food Retail Unit or uses any of Franchisor's products, procedures or methods in any other operation not authorized by Franchisor.
- **D.** In order to maintain continuous operation of the Food Retail Unit and to promote the best interests of the System, in the event this Agreement is terminated, or if Franchisee shall at any time abandon any Food Retail Unit for any period of time, Franchisor shall have the right immediately upon termination to enter and take possession of and operate the Food Retail Unit. Upon taking possession of the Food Retail Units Franchisor shall give credits to Franchisee's account against any amounts owed in the amount of fifty percent (50%) of Franchisee's original cost of acquisition of equipment acquired from Franchisor and one hundred percent (100%) of Franchisee's cost for any unopened, usable food utilized by Franchisor.
- **E.** Franchisor may terminate this Agreement if for any reason it or its affiliates shall lose the right to operate a Food Retail Unit in the Retail Host location under its agreements with the Retail Host. No guaranty or warranty is made by Franchisor that it shall have the ongoing right to operate any Food Retail Unit, and Franchisor shall have no obligation to compensate or reimburse any payments made to Franchisee, or to provide another franchised Food Retail Unit to replace a Food Retail Unit.
- **F.** Upon termination of this Agreement, Franchisee shall not remove any furniture, fixtures, signs, equipment or other property or leasehold improvements from the Food Retail Unit premises without the written consent of Franchisor.
- **G.** Upon termination of this Agreement, or abandonment of any Food Retail Unit by Franchisee (abandonment shall be deemed to have occurred if Franchisee shall fail to open for business on any business day), Franchisor shall have the immediate right to take possession of the Food Retail Unit without notice to Franchisee; and Franchisor shall be entitled to withhold all fees, damages, amounts owed to Franchisor or its affiliates, and to accelerate any financial obligations of Franchisee to Franchisor or its affiliates, and to apply all or any portion of Net Sales to such obligations of Franchisee.

## 16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

**A.** Franchisee shall immediately cease to operate the Franchised Business, shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor; and shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures

and techniques associated with the System; the Proprietary Marks HISSHO, ŌUMI, SUSHI WITH GUSTO, IBASHO SUSHI, SHIZEN and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices and any Trade Dress associated with the System.

- **B.** Franchisee shall return possession of the premises to Franchisor immediately on demand by Franchisor, leaving all furniture, fixtures, equipment and signage used in connection with the Food Retail Unit in place. Franchisor also may require Franchisee to leave in place all of Franchisee's usable inventory items, small wares and other tangible property used in the Food Retail Unit, and if so Franchisor will purchase all such usable items from Franchisee for their fair value as posted in the Franchise Manual.
- C. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "HISSHO", "ŌUMI", "SUSHI WITH GUSTO", "IBASHO SUSHI", or "SHIZEN" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty 30 days after termination or expiration of this Agreement.
- **D.** Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Proprietary Marks, and further agrees not to utilize any Trade Dress or designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.
- **E.** Franchisee shall promptly pay all sums owing to Franchisor and its subsidiaries and affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the premises operated hereunder at the time of default.
- **F.** Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Paragraph 16.
- **G.** Franchisee shall immediately deliver to Franchisor all manuals, including the Franchise Manual, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including, without limitation, brochures, agreements, invoices, and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession, and all copies thereof all of which are acknowledged to be Franchisor's property, and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.
  - **H.** Franchisee shall comply with any surviving covenants contained in Paragraph 7 of this Agreement.

## 17. COVENANTS

- **A.** Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, information relating to the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Accordingly, Franchisee covenants that:
  - (1) During the term of this Agreement, except as otherwise approved in writing by

Franchisor, Franchisee and its Operating Principal and other equity owners shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company:

- (a) Divert or attempt to divert any business or customer of the Food Retail Unit to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Proprietary Marks and the System;
- **(b)** Own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in a sushi bar, shop, restaurant or retail counter that features sushi, or any business granting franchises or licenses to others to operate a sushi bar, shop, restaurant or retail counter that features sushi, wherever located or operating; or,
- (c) Offer any items which are menu items or items produced in any Food Retail Unit, wherever located.
- (2) For a continuous uninterrupted period of one (1) year commencing upon the expiration or termination of this Agreement, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, Franchisee and its Operating Principal and other equity owners shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in a sushi bar, shop, restaurant or retail counter that features sushi, or any business granting franchises or licenses to others to operate a sushi bar, shop, restaurant or retail counter that features sushi, and shall not offer any items which are menu items or items produced in any Food Retail Unit, at, or within twenty (20) miles of, Franchisee's Food Retail Unit, or at any location within twenty (20) miles of any other Food Retail Unit.
- **B.** Paragraph 17.A shall not apply to ownership by Franchisee of less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934.
- C. The parties agree that each of the foregoing covenants, and each of the subparts of the foregoing covenants, shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Paragraph 17 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Paragraph 17.
- **D.** Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Paragraph 17.A or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified.
- **E.** Franchisee expressly agrees that the existence of any claims it may have now or in the future against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Paragraph 17.
- **F.** Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 17 would result in irreparable injury to Franchisor, for which no adequate remedy at law may be available, and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 17.

**G.** Franchisee agrees to require its Operating Principal and all of its other equity owners to sign, and Franchisee will submit to Franchisor executed copies of, Franchisor's then current form of Nondisclosure and Non-Competition Agreement, concurrent with the execution of this Agreement, or at such time as they assume such status. The current form of Nondisclosure and Non-Competition Agreement is attached as <u>Attachment "F"</u>. Franchisee agrees to provide Franchisor copies of all executed Nondisclosure and Non-Competition Agreements no later than ten (10) days following their execution.

## 18. FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented or delayed, in whole or in part, by reason of <u>force majeure</u>, or the consequence thereof, affecting the parties hereto or the rights granted hereunder, such <u>force majeure</u> to include but not be limited to acts of God, fire, flood, governmental restrictions, lockouts or labor disputes, then the affected party shall be given such additional time as is reasonable to perform in view of the nature and extent of the <u>force majeure</u>.

# 19. TAXES, PERMITS, AND INDEBTEDNESS

- A. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor.
- **B.** In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.
- C. Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, resale and sales tax permits, and fire clearances.
- **D.** Franchisee shall notify Franchisor in writing within ten (10) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

# 20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

- **A.** It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee and Franchisor are, and will be, independent contractors, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.
- **B.** During the term of this Agreement and any extensions thereof, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a Franchise Agreement with Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Food Retail Unit, the content of which Franchisor reserves the right to specify.

C. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business or any claim or judgment arising therefrom. Franchisee shall indemnify and hold Franchisor and Franchisor's officers, directors, shareholders, and employees harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with, Franchisee's operation of the Franchised Business, as well as the costs, including attorneys' fees, of defending against them.

#### 21. APPROVALS AND WAIVERS

- **A.** Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.
- **B.** Franchisor makes no warranties or guarantees, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.
- C. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to a subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

#### 22. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given immediately when sent by email to Franchisee's assigned "@hsfran.com" email address, or Franchisee's personal email address on file with Franchisor (a) on the day delivered, if delivered personally, or (b) three (3) business days after being mailed, if mailed first class, postage prepaid, registered or certified mail, return receipt requested, or (c) one (1) business day after being mailed, if sent via a reputable overnight courier service, as follows:

If to Franchisor:	HISSHO INTERNATIONAL, LLC Attn: Franchise Department 11949 Steele Creek Road Charlotte, North Carolina 28273	
If to Franchisee:	Name: [	] ] ]
	Phone #: []	

Any party may give notice of a change of address by written notice given as provided in this paragraph.

## 23. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the Attachments hereto constitute the entire, full, and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements. No representations have induced Franchisee to execute this Agreement except for those contained in this Agreement, the Exhibits and the Franchise Disclosure Document. No amendment, change, or

variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Further, no modification, amendment, waiver, discharge or termination of any obligation of Franchisee, and no other matter or termination of any nature or kind whatsoever, including without limitation any release of Franchisee from any such obligation, shall release any shareholder or member of any guaranty obligation given or made by him under this Agreement or otherwise, whether or not such shareholder or member has notice thereof, all rights to notice or to consent being expressly waived hereby. Nothing in this Agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

#### 24. SEVERABILITY AND CONSTRUCTION

- A. Except as expressly provided to the contrary herein, each portion, paragraph, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any portion, paragraph, section, part, term, and/or provisions herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portion, paragraph, section, part, term, and/or provision of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portion, paragraph, section, part, term, and/or provision shall be deemed not to be a part of this Agreement.
- **B.** Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, and employees, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated by Paragraph 14 hereof, any rights or remedies under or by reason of this Agreement.
- C. Franchisee and each of its shareholders or members, as applicable, expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.
- **D.** All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.
- **E.** All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Franchisee.
- **F.** This Agreement shall be executed in three copies and each executed copy shall be deemed an original.

## 25. ARBITRATION

A. ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISEE AND FRANCHISOR OR THEIR RESPECTIVE AFFILIATES, FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE, THE SCOPE AND VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISEE AND FRANCHISOR OR ANY PROVISION OF SUCH AGREEMENTS (INCLUDING THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATIONS UNDER THIS PARAGRAPH 25.A, WHICH THE PARTIES ACKNOWLEDGE IS TO BE DETERMINED BY THE ARBITRATOR

AND NOT A COURT), OR ANY SYSTEM STANDARDS AND SPECIFICATIONS SHALL BE SUBMITTED FOR RESOLUTION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). OR A COMPARABLE ORGANIZATION IF THE AAA CEASES TO EXIST, AND DETERMINED PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE ADMINISTERING ORGANIZATION. SUCH ARBITRATION PROCEEDINGS SHALL BE CONDUCTED WITHIN MECKLENBURG COUNTY, NORTH CAROLINA. ANY ARBITRATION BETWEEN OR AMONG THE PARTIES TO THIS AGREEMENT AND ANY OF THEIR RELATED PARTIES SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT ON A CONSOLIDATED, MASS, OR CLASS WIDE BASIS. THIS ARBITRATION CLAUSE WILL NOT DEPRIVE EITHER PARTY OF ANY RIGHT IT MAY OTHERWISE HAVE TO SEEK PROVISIONAL INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION. THE ARBITRATOR MUST BE AN ATTORNEY WITH SUBSTANTIAL EXPERIENCE IN FRANCHISE LAW. THE PARTIES ASK THAT THE ARBITRATOR LIMIT DISCOVERY TO THE GREATEST EXTENT POSSIBLE CONSISTENT WITH BASIC FAIRNESS IN ORDER TO MINIMIZE THE TIME AND EXPENSE OF ARBITRATION. IF PROPER NOTICE OF ANY HEARING HAS BEEN GIVEN, THE ARBITRATOR WILL HAVE FULL POWER TO PROCEED TO TAKE EVIDENCE OR TO PERFORM ANY OTHER ACTS NECESSARY TO ARBITRATE THE MATTER IN THE ABSENCE OF ANY PARTY WHO FAILS TO APPEAR. BOTH PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO DEMAND A TRIAL. THE ARBITRATOR WILL HAVE NO POWER TO (1) STAY THE EFFECTIVENESS OF ANY PENDING TERMINATION OF THE FRANCHISE; OR (2) MAKE ANY AWARD THAT MODIFIES OR SUSPENDS ANY LAWFUL PROVISION OF THIS AGREEMENT. THE PARTY AGAINST WHOM THE ARBITRATOR RENDERS A DECISION MUST PAY ALL EXPENSES OF ARBITRATION. ANY COURT OF COMPETENT JURISDICTION MAY ENTER JUDGMENT UPON ANY AWARD.

- B. FRANCHISEE RECOGNIZES THAT FRANCHISEE IS A MEMBER OF A FRANCHISE NETWORK AND THAT FRANCHISEE'S ACTS AND OMISSIONS MAY HAVE A POSITIVE OR NEGATIVE EFFECT ON THE SUCCESS OF OTHER BUSINESSES OPERATING UNDER FRANCHISOR'S PROPRIETARY MARKS. FAILURE ON THE PART OF A SINGLE FRANCHISEE TO COMPLY WITH THE TERMS OF ITS FRANCHISE AGREEMENT IS LIKELY TO CAUSE IRREPARABLE DAMAGE TO FRANCHISOR AND TO SOME OR ALL OF ITS OTHER FRANCHISES. FOR THIS REASON, FRANCHISEE AGREES THAT IF FRANCHISOR CAN DEMONSTRATE TO A COURT OF COMPETENT JURISDICTION THAT THERE IS A SUBSTANTIAL LIKELIHOOD OF FRANCHISEE'S BREACH OR THREATENED BREACH OF ANY OF THE TERMS OF THIS AGREEMENT, FRANCHISOR WILL BE ENTITLED TO AN INJUNCTION RESTRAINING THE BREACH OR TO A DECREE OF SPECIFIC PERFORMANCE, WITHOUT SHOWING OR PROVING ANY ACTUAL DAMAGE, UNTIL A FINAL DETERMINATION IS MADE BY AN ARBITRATOR.
- C. THE PARTIES HERETO RECOGNIZE, AND ANY ARBITRATOR IS AFFIRMATIVELY ADVISED, THAT CERTAIN PROVISIONS OF THIS AGREEMENT DESCRIBE FRANCHISOR'S RIGHT TO TAKE OR REFRAIN FROM TAKING CERTAIN ACTIONS IN THE EXERCISE OF ITS BUSINESS JUDGMENT BASED ON ITS ASSESSMENT OF THE OVERALL BEST INTERESTS OF THE SYSTEM. WHERE SUCH DISCRETION HAS BEEN EXERCISED, AND IS SUPPORTED BY FRANCHISOR'S BUSINESS JUDGMENT, NO ARBITRATOR MAY SUBSTITUTE HIS OR HER JUDGMENT FOR THE JUDGMENT SO EXERCISED BY FRANCHISOR.
- D. BOTH PARTIES WAIVE, TO THE GREATEST EXTENT PERMITTED BY LAW, ITS RIGHT TO SEEK OR BE AWARDED PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES BY AN ARBITRATOR, EXCEPT THAT FRANCHISOR MAY SEEK AND OBTAIN AN AWARD AGAINST FRANCHISEE OF TREBLED DAMAGES FOR TRADEMARK INFRINGEMENT SHOULD FRANCHISEE CONTINUE TO USE THE PROPRIETARY MARKS AFTER TERMINATION OF THIS AGREEMENT.

- E. A PARTY THAT IS SUCCESSFUL IN ENFORCING ITS RIGHTS UNDER THIS AGREEMENT THROUGH COMMENCEMENT OF AN ACTION OR COUNTERCLAIM IN ARBITRATION WILL BE AWARDED ITS COSTS INCLUDING CHARGES FOR INVESTIGATION AND PREPARATION, EXPERT WITNESS, THE ARBITRATOR AND THE ARBITRATION ADMINISTRATOR AND REASONABLE ATTORNEY FEES INCURRED IN SUCH ARBITRATION.
- F. THIS ARBITRATION PROVISION IS DEEMED TO BE SELF EXECUTING, IS INTENDED TO BENEFIT AND BIND FRANCHISOR'S AND FRANCHISEE'S OWNERS AND AFFILIATED COMPANIES, AND WILL REMAIN IN FULL FORCE AND EFFECT AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT. IF EITHER PARTY FAILS TO APPEAR AT ANY PROPERLY NOTICED ARBITRATION PROCEEDING, AN AWARD MAY BE ENTERED AGAINST SUCH PARTY BY DEFAULT OR OTHERWISE NOTWITHSTANDING SAID FAILURE TO APPEAR.
- G. THIS ARBITRATION CLAUSE WILL BE CONSTRUED AS INDEPENDENT OF ANY OTHER COVENANT OR PROVISION OF THIS AGREEMENT; PROVIDED THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY OF SUCH PROVISIONS ARE UNLAWFUL IN ANY WAY, THEN THE PARTIES' INTENT IS THAT THE COURT MAY MODIFY SUCH PROVISIONS TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW. HOWEVER, IF ANY COURT FINDS THAT THE PUNITIVE DAMAGES LIMITATION OR CLASS ACTION WAIVER CONTAINED IN THIS ARBITRATION CLAUSE IS UNCONSCIONABLE OR OTHERWISE UNENFORCEABLE, THEN EITHER PARTY MAY REQUIRE A DISPUTE OTHERWISE SUBJECT TO THE ARBITRATION CLAUSE TO BE DECIDED BY A COURT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITHOUT FIRST SUBMITTING THE DISPUTE TO ARBITRATION.
- H. THIS AGREEMENT TO ARBITRATE SHALL BE ENFORCEABLE UNDER AND SUBJECT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1, ET. SEQ.

# 26. APPLICABLE LAW

- A. This Agreement takes effect upon its acceptance and execution by Franchisor in the State of North Carolina, and shall be interpreted and construed under the laws of that State, which laws shall prevail in the event of any conflict of law; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of North Carolina, then such provisions shall be interpreted and construed under the laws of the state in which the principal office of Franchisee is located.
- **B.** For any claims to which the arbitration provisions of Section 26 do not apply, the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of North Carolina and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- C. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed to be, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.
- **D.** Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
- **E.** In the event of any action at law or in equity to secure or protect rights under or to enforce the terms of this Agreement, except as otherwise provided for in this Agreement, the prevailing party shall be entitled

to recover reasonable counsel fees together with costs and expenses incurred in connection with the litigation.

#### 27. ACKNOWLEDGMENTS

- A. Franchisee acknowledges that the success of the business venture contemplated by this Agreement involves substantial business risks and will be largely dependent upon the ability of Franchisee as an independent business entity. Franchisor expressly disclaims the making of, and Franchisee acknowledges not having received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.
- **B.** Franchisee acknowledges that Franchisee has received, read, and understood this Agreement, the Exhibits attached hereto, and agreements relating hereto, if any; that other franchise agreements entered into by Franchisor may be different in form and content from this Agreement; and that Franchisor has accorded Franchisee ample time and opportunity, and has encouraged Franchisee, to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.
- C. Franchisee acknowledges that it received a complete copy of this Agreement, the Exhibits hereto, and agreements relating hereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, which rule is entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures," at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed, and delivered three (3) copies of this Agreement on the day and year first above written.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	[enter Name of Business Entity
By:	- By:
Its:	Its:

# ATTACHMENT A TO

# FRANCHISE AGREEMENT BETWEEN

# HISSHO INTERNATIONAL, LLC AND

	[Franchisee Business Entity Name]	
	Dated:	
	Location of Food Retail Unit: The location approved by Franchisor for the Food Retail Unit franchised under the attached Franchise Agreement shall be:	
	Type of Food Retail Unit: Franchisee shall operate at that location: [a Sushi Bar, a Satellite Sushi Bar, or an Asian Food Bar]	
I	Authorized Brand Name (check one):	
_	HISSHO Sushi	
_	ŌUMI sushi	
_	SUSHI WITH GUSTO	
_	IBASHO Sushi	
_	SHIZEN	
Ι	nitial Franchise Fee: \$	
	DRAFTING NOTE: Include the first Franchise Commission paragraph for HISSHO Sushi, ŌUMI Sushi, IBASHO Sushi, and SHIZEN brands, or the second Franchise Commission paragraph for SUSHI WITH GUSTO brand, but not both.]  Franchise Commission: The Franchise Commission payable to Franchisee pursuant to Paragraph 4.B.(4) hall be	
S	Franchise Commission. The Franchise Commission payable to Franchisee pursuant to Paragraph 4.B.(4) hall be such remaining amount from Net Sales after Franchisor first retains (i) percent (%) of Gross Sales, (ii) all amounts contained in Paragraph 4.B.(4) and (iii) such other amounts referenced in his Agreement as being subject to deduction from the Franchise Commission.	
7	Telephone Number of Franchisee:	
7	The date of the commencement of operations of this Food Retail Unit is:	
ŀ	Paragraph 2.A is amended so that the term of this Franchise Agreement shall expire on:	

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	[enter Name of Business Entity]
By:	
Its:	Its:

## ATTACHMENT B TO

# HISSHO INTERNATIONAL, LLC

#### FRANCHISE AGREEMENT

# **GUARANTY**

As an inducement to **HISSHO INTERNATIONAL, LLC** ("Franchisor") to execute the Franchise Agreement ("Agreement"), to which this Guaranty is attached, each of the undersigned (jointly and severally each a "Guarantor" and collectively "Guarantors"), personally, absolutely, unconditionally and irrevocably (a) guarantees, as primary obligor and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants, and agreements required to be observed and performed or paid or reimbursed by Franchisee to Franchisor, its successors and assigns, under or relating to the Agreement, including any amendments or addenda thereto whenever made plus all costs, expenses and fees including reasonable attorneys' fees and costs incurred by Franchisor in any way relating to the enforcement or protection of Franchisor's rights hereunder (collectively, the "Obligations") and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the noncompetition, confidentiality, transfer, and arbitration requirements.

Depending on the creditworthiness of each Guarantor and the community property laws of the states in which they reside, Franchisor may require that the spouses of one or more Guarantors execute this Guaranty as well. Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate or we have waived in writing any requirement that such spouse execute this Guaranty.

Guarantor agrees that its Obligations under this Guaranty are irrevocable, continuing, absolute and unconditional and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have now or in the future by reason of: a) Any illegality, invalidity or unenforceability of any Obligation or the Agreement or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations; b) Any change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Agreement; c) Any default, failure or delay, willful or otherwise, in the performance of the Obligations; d) The failure of any other guarantor or third party to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of Guarantor or any other guarantor or surety with respect to the Obligations; e) The failure of Franchisor to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Agreement or otherwise; f) The existence of any claim, set off, counterclaim, recoupment or other rights that Guarantor or Franchisee may have against Franchisor other than a defense of payment or performance; and g) Any other circumstance including, without limitation, any statute of limitations, act, omission or manner of administering the Agreement or any existence of or reliance on any representation by Franchisor that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Guarantor.

Guarantor further acknowledges and agrees as follows: a) Guarantor unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and

satisfaction in full of the Obligations; b) This Guaranty is a guaranty of payment and performance and not of collection. Franchisor shall not be obligated to enforce or exhaust its remedies against Franchisee or under the Agreement before proceeding to enforce this Guaranty; c) This Guaranty is a direct guaranty and independent of the obligations of Franchisee under the Agreement. Franchisor may resort to Guarantor for payment and performance of the Obligations whether or not Franchisor shall have resorted to any collateral therefor or shall have proceeded against Franchisee or any other guarantors with respect to the Obligations. Franchisor may, at Franchisor's option, proceed against Guarantor and Franchisee, jointly and severally, or against Guarantor only without having obtained a judgment against Franchisee; d) Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Franchisor protect, secure, perfect or insure any lien or any property subject thereto;

Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Guaranty until all Obligations shall have been indefeasibly paid and discharged in full.

This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Franchisor, assign any of its rights, powers or obligations hereunder. Franchisor may assign this Guaranty and its rights hereunder without the consent of Guarantor. Any attempted assignment in violation of this section shall be null and void.

Upon demand but not less than ten (10) days after any default of Franchisee under Paragraphs 15.A, or 15.B of the Franchise Agreement, or fifteen (15) days after a default by Franchisee which is not cured under Paragraph 15.C of the Franchise Agreement, Guarantor shall immediately make payment of any liabilities previously incurred by Franchisee. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee.

This Guaranty shall remain in effect with respect to each Food Retail Unit referenced in the Franchise Agreement including those added after the date of the Franchise Agreement and this Guaranty, and the undersigned further agree that any amendment or addendum to the Agreement shall not invalidate or lessen the effect of the Guaranty.

If Franchisor is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be commenced in the state or federal court of competent jurisdiction located closest to Franchisor's then current principal business address (currently, Charlotte, North Carolina), and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

This Guaranty constitutes the sole and entire agreement of Guarantor and Franchisor with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty electronically shall be effective as delivery of a manually executed original of this Guaranty.

Upon death of an individual guarantor, the estate of such guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, each of the undersigned has signed this Guarantee as of the date of the Agreement.

Signatures of Each Guarantor	Percentage Of Ownership In Franchisee
[enter Guarantor's Individual Name]	
[enter Guarantor's Spouse Name [if applicable – if not, delet	% te]]
[enter Guarantor's Individual Name]	%
[enter Guarantor's Spouse Name [if applicable – if not, delet	% te]]
[enter Guarantor's Individual Name]	
[enter Guarantor's Spouse Name [if applicable – if not, delet	% tell

# ATTACHMENT C TO

# HISSHO INTERNATIONAL, LLC

# FRANCHISE AGREEMENT

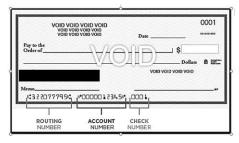
Franchisee Direct Deposit Banking Authorization



# Franchisee and Third-Party Account Holder Direct Deposit Banking Authorization

We,[FRANCHISEE] and authorize Hissho International, LLC to dire commission check(s) into the bank account list	ctly deposit [FRANCHISEE'S] franchise
Select Account Type: ☐ Checking Account	□ Savings Account
Name of Bank	
Name on Account	
Routing Number	
Account Number	
We understand that this authorization will remain in International, LLC in writing at 11949 Steele Creek Road, authorization. We understand that Hissho International, notice in order to cancel this authorization. Also, we had correct any such electronic funds transfer resulting from account to the extent of such overpayment.	Charlotte, NC 28273, that we wish to revoke this LLC requires at least three business days prior ereby grant Hissho International, LLC the right to
Account Holder Signature	Date
Business Name (if applicable):(Please Print)	
Individual Franchisee's Name:(Please Print)	
CF#	
Franchisee Signature	Date

Please attach (or scan) a voided check for Checking Accounts (no starter checks). Bank slips and bank letters are acceptable for Savings Accounts. Bank accounts must list you as an account holder.



#### ATTACHMENT D TO

# HISSHO INTERNATIONAL, LLC

## FRANCHISE AGREEMENT

# EQUIPMENT LEASE AND SOFTWARE LICENSE AGREEMENT

This Equipment Lease and Software License Agreement (the "Agreement") is made and entered on [
[ ]] (the "Effective Date"), by and between <b>Lwin International, LLC</b> ("Lessor") and the party identified on the signature page of this Agreement ("Lessee") (each a "Party" and collectively referred to as the "Parties"). The Parties agree as follows.
1. <u>Definitions</u> .
1.1 " <b>Terms of Service</b> " means the BOHA! Subscription Agreement, Terms of Use, Privacy Notice and the other applicable rules, policies, and terms available at BOHA! Device Terms of ( <a href="https://www.transact-tech.com/m/restaurant-solutions/boha-terms-of-use">https://www.transact-tech.com/m/restaurant-solutions/boha-terms-of-use</a> ) Use or on or through the Equipment.
1.2 "Franchise Agreement" means that certain Franchise Agreement dated, by and between Hissho International, LLC and Lessee, pursuant to which Lessee will operate a franchised sushi bar or Asian hot food bar under the brand name at
1.3 Any capitalized terms not explicitly defined in this Agreement shall have the definition given to such term of the Terms of Service.
<b>2.</b> Equipment. Lessor hereby leases to Lessee the equipment described below (the "Equipment").
Terminal Serial Number IMEI Number
Town The lease will start on the Effective Date and will and on the date that I assess access

- **Term.** The lease will start on the Effective Date and will end on the date that Lessee ceases to operate the Hissho restaurant at the location set forth on this Agreement, the Agreement is terminated, and/or the Agreement is replaced or superseded by a new, signed Equipment Lease and Software License Agreement ("Term").
- 4. <u>Use of Equipment.</u> Lessee will use the Equipment only as intended in the ordinary operation of a Hissho restaurant at the location set forth on this Agreement. The Equipment is Lessor's property and will not become Lessee's property. Upon delivery of the Equipment to Lessee, Lessee shall bear the entire risk of loss, theft, destruction of, or damage to the Equipment or any portion thereof from any cause whatsoever ("Loss" or "Damage"), whether or not covered by insurance, and whether or not such Equipment is in use by you at the time of the Loss event. No Loss or Damage shall relieve Lessee of Lessee's obligations hereunder. Lessee shall keep the Equipment in a safe environment and protect it from Loss, Damage, or any legal encumbrance,

and maintain it in accordance with Lessor's maintenance recommendations. Lessee shall provide the Equipment with a suitable secure space and power for its proper operation. Lessee shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications provided by Lessor and/or the manufacturers of the Equipment. Lessee shall not move the Equipment, attach any devices, change its method of telecommunication, or install any software without Lessor's prior written consent. The use of the Pre-Installed Software and Hosted Services under this Agreement is limited solely to its use with the provided Equipment. At all times during the Term of this Agreement, Lessee shall maintain adequate insurance coverage sufficient to cover the full replacement cost of any Equipment provided to Lessee hereunder. Lessee is not liable for normal wear and tear, provided, however, that Lessee will be liable to Lessor in the event that any Equipment is lost, destroyed, stolen or rendered inoperative.

- 5. <u>Software License.</u> Lessor has arranged for the Equipment manufacturer to grant Lessee a fully paid up, royalty free, revocable license to use the Pre-Installed Software and a subscription to use the Hosted Services, as such terms are defined in the Terms of Service, in conjunction with the Equipment leased hereunder (the "Software License"). The Software License is between the owner of the Pre-Installed Software and Hosted Services and Lessee directly and is governed by the Terms of Service, including but not limited to the BOHA! **Subscription Agreement** (https://www.transact-tech.com/m/restaurant-solutions/support/boha-subscription/) the **Privacy Policy** (https://www.transact-tech.com/m/restaurant-solutions/support/boha-privacy/), and the **Terms of Use** (https://www.transact-tech.com/m/restaurant-solutions/boha-terms-of-use). To the extent required to enforce the Terms of Service, they are incorporated by this reference.
- **6.** <u>Fees.</u> The fees you will pay us in exchange for the rights and licenses set forth in this Agreement as well as the fees associated with the non-return, replacement, and maintenance of the Equipment are detailed in the Franchise Agreement.
- 7. <u>Lessor Representations and Warranties</u>. Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement, that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee is not in default of this Agreement or the Franchise Agreement.

# 8. Lessee Obligations.

8.1 Lessee shall: (a) comply with the Terms of Service, as amended from time to time; (b) not alter or modify the Equipment other than as approved by Lessor. To that end, Lessee shall not alter, remove, modify, or tamper with any markings, name plates, indications of the source of origin, or other labels on the Equipment or any packaging supplied therewith; (c) advise Lessor fully with respect to all known health, safety, environmental, and other standards, specifications, and requirements imposed by law, regulation, or order that are applicable to the Equipment; (d) advise Lessor of all known instructions, warnings, and labels applicable to the Equipment that are necessary or desirable under applicable laws, regulations, or practices; (e) procure, provide, and maintain mobile network and data services, including LTE services, to enable provision of the Hosted Services in connection with the Equipment; (f) hire and train such personnel as are required to use and operate the Equipment and to carry out Lessee's obligations under this Agreement; (g) keep and not remove each item of Equipment at any Hissho restaurant to which such item of

Equipment was delivered without the prior written consent of Lessor. Upon request, (h) allow inspections of the Equipment during normal business hours and enter the Hissho restaurant where the Equipment may be located for such purpose; and (i) use each item of Equipment only for commercial or business purposes and operate each item in a careful and proper manner in compliance with the requirements of all applicable Laws, insurance policies, and manufacturers' instructions and warranties.

8.2 Loss or Damage; Maintenance. Lessee will maintain the Equipment in good repair, condition, and working order. Lessee will cause all necessary repairs to the Equipment to be made promptly by qualified parties. Lessee will cause each item of Equipment for which a service contract is generally available to be covered by such a contract issued by a competent servicing entity. Lessee bears the entire risk of Loss or Damage to item of Equipment ("Casualty Loss") from and after the date such Equipment is delivered to Lessee. No Casualty Loss to any item of Equipment shall relieve Lessee from its responsibility to pay fees due to us or from any other obligation under this Agreement, the Franchise Agreement or any related document. Lessee will be obligated to pay the Hissho Label System Replacement Fee (as defined in the Franchise Agreement) in connection with the Loss or Damage of the Equipment.

# 9. Possession and Surrender of Equipment and Data.

- 9.1 THE EQUIPMENT IS THE PROPERTY OF LWIN FAMILY CO, LLC. THE EQUIPMENT MAY NOT BE SUB-LEASED, TRANSFERRED, OR OTHERWISE DISPOSED IN ANY MANNER, WITHOUT THE EXPRESS WRITTEN PRIOR CONSENT OF LWIN FAMILY CO, LLC.
- THE USE OF ANY SOFTWARE ASSOCIATED WITH THE EQUIPMENT, 9.2 INCLUDING THE HOSTED SERVICES, SHALL BE SUBJECT TO THE TERMS OF USE AND LICENSES INCLUDED IN THE DOCUMENTATION AVAILABLE FROM TRANSACT TECHNOLOGIES, INC. ALL RIGHT, TITLE AND INTEREST IN SUCH SOFTWARE BELONGS TO TRANSACT TECHNOLOGIES, INC. OR ITS LICENSORS, AND NO SUCH SOFTWARE MAY BE SUBLICENSED OR OTHERWISE TRANSFERRED BY THE USER. USE OF THE BOHA! TERMINAL WITH LABELS AND OTHER CONSUMABLE SUPPLIES NOT MANUFACTURED BY TRANSACT TECHNOLOGIES, INC. WILL VOID ALL WARRANTIES AND MAY RESULT IN THE TERMINATION OR SUSPENSION OF HOSTED SERVICES REQUIRED TO MAINTAIN FULL FUNCTIONALITY OF THE BOHA! TERMINAL. BY USING THE EQUIPMENT, THE USER ACKNOWLEDGES AND AGREES TERMS OF THE SUBSCRIPTION AGREEMENT AVAILABLE AT https://www.transact-tech.com/m/restaurant-solutions/support/boha-subscription/
- 9.3 At the expiration of the Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted. If Lessee fails to return the Equipment in good condition and working order on or before the date required by Lessor, Lessee will be obligated to pay Lessor the Hissho Label System Non-Return Fee (as defined in the Franchise Agreement) in addition to any other available contractual, legal, or equitable remedies available to Lessor.
- **10.** <u>Condition of Equipment; Obligation to Maintain Equipment</u>. Lessee or Lessee's agent has inspected or will inspect upon delivery, the Equipment and acknowledges that the Equipment,

upon delivery, is in good and acceptable condition. Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Term.

# 11. Warranties; Disclaimers; Limitation on Damages.

- 11.1 Pass Through Warranty. LESSOR AGREES TO PASS THROUGH TO LESSEE ANY WARRANTIES GIVEN BY THIRD PARTY MANUFACTURERS IN CONNECTION WITH THE EQUIPMENT TO THE EXTENT PERMITTED BY THE TERMS AND CONDITIONS OF SUCH WARRANTIES. THE CURRENT EQUIPMENT WARRANTIES CAN BE FOUND AT EQUIPMENT WARRANTY DOCUMENT https://www.transact-tech.com/m/restaurant-solutions/support/transact-care/. LESSOR DOES NOT MAKE ANY WARRANTY TO LESSEE OTHER THAN TO PASS THROUGH THE EQUIPMENT WARRANTY, IF ANY, PROVIDED BY THE MANUFACTURER OF SUCH EQUIPMENT.
- 11.2 **Disclaimer of Warranties**. EXCEPT FOR THE EQUIPMENT WARRANTY REFERRED TO IN SECTION 11.1, LESSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11.3 Limitation of Liabilities. THE SOLE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES HEREUNDER AND LESSOR'S SOLE LIABILITY ARISING FROM THIS AGREEMENT, SHALL BE THE SPECIFIC REMEDIES PROVIDED HEREIN. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR AN AMOUNT IN EXCESS OF THE AMOUNT PAID BY LESSEE TO LESSOR UNDER THIS AGREEMENT DURING THE PRECEDING THREE (3) MONTH PERIOD.
- 11.4 Incidental and Consequential Damages. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT OR REVENUE EVEN IF LESSOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, EXCEPT AS A RESULT OF GROSSLY NEGLIGENT ACTS OR OMISSIONS OF LESSOR OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.
- 12. Encumbrances, Taxes and Other Laws. Lessee shall keep the Equipment free and clear of any liens or other encumbrances and shall not permit any act where Lessor's title or rights in the Equipment may be impaired or negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use, or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

# 13. <u>Default; Remedies</u>.

13.1 **Events of Default**. If (a) Lessee shall default in the payment of any fees or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when

due of any fee to Lessor, Franchisor, or Transact Technologies Inc., or (c) Lessee shall default in the performance of any other covenant herein; and any default set forth in subparagraphs (a), (b), or (c) continues for five (5) days after written notice is delivered to Lessee, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by law; or (f) Lessee is in the default of the Franchise Agreement (and any applicable cure period has passed) (each an "Event of Default"), Lessor shall have the right to exercise any and all remedies available to it pursuant to this Agreement including but not limited to the Remedies set forth in Section 13.2.

13.2 **Remedies**. Upon an Event of Default, Lessor and/or it assignees shall have the right to exercise any one or more of the following remedies: (i) to declare all amounts payable under this Agreement for the Term hereunder immediately due and payable without notice or demand to Lessee; (ii) to sue for and recover all amounts then accrued or thereafter accruing and payable with respect to the Equipment; (iii) to take possession or to authorize its assignee to take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any taking of possession of any Equipment shall not constitute a termination of this Agreement unless Lessor expressly so notifies Lessee in writing; (iv) to terminate this Agreement as to any or all items of Equipment; and (v) to pursue any other remedy at law or in equity. All remedies are cumulative and may be exercised concurrently or separately.

# 14. <u>Miscellaneous</u>.

- 14.1 **Severability**. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 14.2 **Assignment**. Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent. Licensor may assign its rights and obligations under this Agreement upon written notice to Lessee.
- 14.3 **Binding Effect**. The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- 14.4 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute arising out of this Agreement shall be exclusively heard and resolved in the state or federal courts located in Mecklenburg County, North Carolina.
- 14.5 **Notice**. Any notice required or otherwise given pursuant to this Agreement shall be in writing and delivered by electronic mail to Lessor at franchiseinfo@hisshosushi.com and to

Lessee at the email address provided below. Either Party may change the notice e-mail address from time to time by providing notice as set forth above.

- 14.6 **Modifications**. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.
- 14.7 **Cumulative Rights**. The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.
- 14.8 **Waiver**. The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.
- 14.9 **Indemnification**. Lessee shall indemnify, defend, and hold harmless Lessor, TransAct Technologies Inc., and their respective affiliates, directors, officers, employees, consultants, financial advisors, counsel, accountants, agents and representatives (collectively, "Indemnitees") against any and all losses, injury, death, damages, liabilities, claims, deficiencies, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Agreement ("Damages") incurred by one or more Indemnitees relating to any claim of a third party (including franchisees and end users of the Equipment) arising out of or relating to: (a) the possession, maintenance, use, condition, repair, return, disposition, use, transfer, sub-license, lease, or sub-lease of any Equipment; (b) any inaccuracy in or breach of the representations of Lessee contained in this Agreement; and/or (c) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Lessee pursuant to the Terms of Service and/or this Agreement.
- 14.10 **Force Majeure**. Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: acts of God, flood, fire, pandemic, epidemic, outbreak of communicable disease, quarantine, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, governmental action or order, or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure Event"), in each case, provided that (a) such event is outside the reasonable control of the affected Party; (b) to the extent practical in light of the Force Majeure Event, the impacted Party provides prompt notice to the other, stating the period of time the occurrence is expected to continue; and (c) the impacted Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Notwithstanding the preceding sentences, a Force Majeure Event shall not modify, limit, or alter Lessor's obligations to pay fees due to Lessor under this Agreement or the Franchise Agreement.
- 14.11 **Security Interests**. Lessee authorizes Lessor to file, from time to time, any UCC financing statement or financing statement amendment against Lessee with respect to the Equipment. Lessee will sign and deliver to Lessor any documents that Lessor reasonably requests in connection with the filing of such financing statements.

14.12 **Expenses**. Lessee will pay Lessor all costs and expenses, including repossession and attorneys' fees and court costs, incurred by Lessor in enforcing this Agreement, or costs and expenses incurred by Lessor in connection with obligations to any lenders associated with the Equipment in realizing upon or protecting any Equipment and in enforcing and collecting any obligations or any guaranty thereof, including, without limitation, if Lessor or any lender retains counsel for advice, suit, insolvency proceedings or any of the above purposes, the reasonable counsel's fees and expenses incurred by Lessor and/or lender. This obligation includes the payment of such costs and expenses whether Lessor or a lender starts a lawsuit or other proceeding or not, and if Lessor or lender starts a lawsuit or other proceeding, whether or not such lawsuit or proceeding is dismissed.

AGREED TO THIS day of, 20	BY:
LWIN FAMILY CO, LLC ("LESSOR")	("LESSEE")
Signature:	Signature:
By:	Name:
Its:	CF#

## ATTACHMENT E TO

# HISSHO INTERNATIONAL, LLC

#### FRANCHISE AGREEMENT

#### NONDISCLOSURE AGREEMENT

downof

THIS NONDISCI OSUPE ACREEMENT (this "Agreement") is made as of the

THIS NOTIFICE AGREEMENT (this Agreement ) is made as of the day of
, 20, and is executed by[enter employees name here]
("Individual," "me," or "I") for the benefit of HISSHO INTERNATIONAL, LLC, a Delaware limited
liability company ("Company"), and for, a corporation/limited liability company
established in the State of, with its principal place of business located at
("Franchisee").
Franchisee is a franchisee of Company pursuant to a franchise agreement entered into by those parties concerning a franchised business operating, or to be operated, under the brand name "Hissho Sushi" or "Ōum
Sushi" or "Sushi With Gusto" or "Ibasho Sushi" or "Shizen" and more particularly described as follows
[enter FRU store name, Store #, and Store Address], and more particularly described or
Attachment "A" of the Franchise Agreement dated[enter date of Franchise Agreement]
and any subparts, additions, or amendments shown as Addenda to Attachment "A" which may include
additional Food Retail Units (the "Franchise Agreement"). The franchised business Company authorizes
Franchisee to operate under the Franchise Agreement is known as the "Food Retail Unit," which Food Retail
Unit is one among all food retail units that Company owns, operates, or franchises under the "Hissho Sushi'
or "Ōumi Sushi" or "Sushi With Gusto" or "Ibasho Sushi" or "Shizen" name. I agree that, unless otherwise
specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise
Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company's proprietary and confidential information relating to the development and operation of Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi and/or Shizen Food Retail Units, including but not limited to the following concerning Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi and Shizen Food Retail Units: the "Franchise Manual" and its contents; technical and non technical data or information related to recipes, ingredients, formulas, methods or processes; preparation techniques; operations; finances; actual or potential customers; marketing plans; prices and pricing policies; and, samples, concepts, materials, proprietary information and technologies which are the property of Company, its business partners, customers and clients, or any affiliate of either (collectively, all information referenced above is known as the "Confidential Information").

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers, directors or managers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchisee and/or Company. I will at no time copy, duplicate, record or

otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return immediately to Company or Franchisee, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my possession that was utilized, or to which I had access, during my employment, association, service or ownership participation.

I acknowledge that violation of the covenant contained in this Agreement would result in immediate and irreparable injury to Company and Franchisee, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchisee (or both), in any appropriate jurisdiction and venue (notwithstanding other references to resolution of actions exclusively in Company's home prohibiting any conduct by me in violation of the restrictions on the use of Confidential Information under this Agreement). I expressly agree that any claims I may have against Company will not constitute a defense to Company's enforcement of the covenant not to use Confidential Information under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Company in connection with the enforcement of the covenant not to use Confidential Information set forth in this Agreement.

If all, or any portion of, this covenant not to use Confidential Information is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of North Carolina without recourse to North Carolina (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the state of North Carolina, and if the Food Retail Unit is located outside of the state of North Carolina and the provision would be enforceable under the laws of the state in which Food Retail Unit is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the state of North Carolina or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company's corporate headquarters (currently, Charlotte, North Carolina). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchisee or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Food Retail Unit is located.

I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISEE OR COMPANY. I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

**IN WITNESS WHEREOF**, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

ATTESTED TO BY FRANCHISEE:	INDIVIDUAL:	
[enter Business Entity name]		
By:	By:	[insert name]
Its:	Its: Employee	
Dated:	Dated:	

## ATTACHMENT F TO

# HISSHO INTERNATIONAL, LLC

#### FRANCHISE AGREEMENT

#### NONDISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NONDISCLOSURE AND NON-COMPETITION AGREEMENT (this "Agreement") is
made as of the day of, 20, and is executed by[enter
name of equity owner]("Individual," "me," or "I") for the benefit of HISSHO INTERNATIONAL, LLC, a
Delaware limited liability company ("Company"), and for, a corporation/limited
liability company established in the State of, with its principal place of business located at
("Franchisee").
Franchisee is a franchisee of Company pursuant to a franchise agreement entered into by those parties concerning a franchised business operating, or to be operated, under the brand name "Hissho Sushi" or "Ōumi Sushi" or "Sushi With Gusto" or "Ibasho Sushi" or "Shizen" and more particularly described as follows: [enter FRU store name, Store #, and Store Address], and more particularly described on
Attachment "A" of the Franchise Agreement dated[enter date of Franchise Agreement], and any
subparts, additions, or amendments shown as Addenda to Attachment "A" which may include
additional Food Retail Units (the "Franchise Agreement"). The franchised business Company authorizes
Franchisee to operate under the Franchise Agreement is known as the "Food Retail Unit," which Food Retail
Unit is one among all food retail units that Company owns, operates, or franchises under the "Hissho Sushi"
or "Ōumi Sushi" or "Sushi With Gusto" or "Ibasho Sushi" or "Shizen" name. I agree that, unless otherwise
specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise
Agreement

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company's proprietary and confidential information relating to the development and operation of Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi, and/or Shizen Food Retail Units, including but not limited to the following concerning Hissho Sushi, Ōumi Sushi, Sushi With Gusto, Ibasho Sushi, and Shizen Food Retail Units: the "Franchise Manual" and its contents; technical and non technical data or information related to recipes, ingredients, formulas, methods or processes; preparation techniques; operations; finances; actual or potential customers; marketing plans; prices and pricing policies; and, samples, concepts, materials, proprietary information and technologies which are the property of Company, its business partners, customers and clients, or any affiliate of either (collectively, all information referenced above is known as the "Confidential Information").

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers, directors or managers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchisee and/or Company. I will at no time copy, duplicate, record or

otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

I further agree that, during the term of my employment/service/association or ownership participation, I will not, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company:

- (i) Divert or attempt to divert any business or customer of the Food Retail Unit to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Company's Proprietary Marks and the System;
- (ii) Own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in a Competitive Business (defined below), wherever located or operating; or,
- (iii) Offer any items which are menu items or items produced in any Food Retail Unit, wherever located.

I understand and hereby explicitly acknowledge that engaging in any such prohibited conduct would or could be injurious to, or (in Company's sole judgment) have an adverse effect upon, Company's protectable interests in the Confidential Information, the "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi" and/or "Shizen" trademarks or related Proprietary Marks, or the goodwill and/or reputation of "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi" and/or "Shizen" Food Retail Units generally.

For purposes of this Agreement, a "Competitive Business" means (i) any sushi bar, shop, restaurant or retail counter that features sushi or (ii) any business granting franchises or licenses to others to operate the type of business specified in the preceding subparagraph (i) (other than a "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," or "Shizen" Food Retail Unit operated under a franchise agreement with Company). Despite the foregoing definition of a Competitive Business, nothing under this Agreement or the Franchise Agreement will prevent Individual from owning for investment purposes less than five percent (5%) of a Competitive Business whose stock or other forms of ownership are registered under the Securities Exchange Act of 1934.

Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree:

- (i) to return immediately to Company or Franchisee, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my possession that was utilized, or to which I had access, during my employment, association, service or ownership participation;
- (ii) for a continuous uninterrupted period of one (1) year commencing upon the expiration or other termination of my employment, association, service or ownership participation, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, to refrain from, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, owning, maintaining, advising, helping, investing in, making loans to, being employed by, being the landlord of, engaging in, or having any interest in a Competitive Business, and offering any items which are menu items or items produced in any Food Retail Unit, at, or within twenty (20) miles of, Franchisee's Food Retail Unit, or at any location within twenty (20) miles of any other Food Retail Unit.

I acknowledge and understand that the provisions of this Agreement, including my representations,

covenants, and warranties (as applicable) given hereunder, are necessary and integral to this Agreement and to Company's and Franchisee's interests under the Franchise Agreement, and are intended to:

- (i) preclude not only direct competition, but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor;
- (ii) identify for me, toward the goal of preserving through this Agreement, Company's protectable legal interests in the System, customers of "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi" and/or "Shizen" Food Retail Units, the Confidential Information, and the goodwill associated with the Proprietary Marks.

I also expressly acknowledge my possession of skills and abilities of a general nature, and the opportunity for exploiting such skills in other ways than the operation or involvement in the activities of a "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," and/or "Shizen" Food Retail Unit or a Competitive Business, so that enforcement of my covenants made in this Agreement will not deprive me of my personal goodwill or ability to earn a living after the effective date of expiration or termination of my relationship with Franchisee, the Food Retail Unit, or "Hissho Sushi," "Ōumi Sushi," "Sushi With Gusto," "Ibasho Sushi," and/or "Shizen" Food Retail Units generally. If I fail or refuse to abide by any of my foregoing obligations or promises made under this Agreement, and Company or Franchisee obtains enforcement in a judicial or arbitration proceeding, then my obligations and responsibilities specified under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Company or Franchisee seeks to enforce it, and will continue for one (1) year starting from the effective date of the order enforcing the covenant.

I acknowledge that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to Company and Franchisee, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchisee (or both), in any appropriate jurisdiction and venue (notwithstanding other references to resolution of actions exclusively in Company's home prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of Confidential Information under this Agreement). I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Company's Confidential Information. Further, I expressly agree that any claims I may have against Company will not constitute a defense to Company's enforcement of the covenants under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Company in connection with the enforcement of the covenants set forth in this Agreement.

If all, or any portion of, these covenants not to use Confidential Information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of North Carolina without recourse to North Carolina (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the state of North Carolina, and if the Food Retail Unit is located outside of the state of North Carolina and the provision would

be enforceable under the laws of the state in which Food Retail Unit is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the state of North Carolina or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchisee or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company's corporate headquarters (currently, Charlotte, North Carolina). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchisee or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Food Retail Unit is located.

I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISEE OR COMPANY. I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

ATTESTED TO BY FRANCHISEE:	INDIVIDUAL:
[enter Business Entity name]	
By:	By: [Insert name], Equity Owner
Its:	

# EXHIBIT F - TRAINING AND CONFIDENTIALITY AGREEMENT Hissho International, LLC Franchise Disclosure Document

# TRAINING AND CONFIDENTIALITY AGREEMENT

day of, 20, between <b>HISSHO INTERNATIONAL</b> , <b>LLC</b> , a Delaware Limited Liability Company, with its principal place of business located at 11949 Steele Creek Road, Charlotte, North Carolina
28273 (the "Company"), and (the "Trainee").
RECITALS
A. Company provides training in Company's confidential methods, techniques and procedures in preparation of [], a corporation/limited liability company established in the State of [], with its principal place of business located at [] (the "Franchisee") acquiring a franchise (the "Franchise"), pursuant to which Franchisee will prepare Company's sushi products and operate one (1) or more Food Retail Unit locations in supermarkets and restaurants (a "Food Retail Unit").
B. Trainee is an equity owner in, or has been appointed the Operating Principal of, the Franchisee.
C. Successful completion of the Hissho Sushi Culinary Training Program ("Culinary Training Program"), and further approval by the Company, are pre-conditions to the purchase of a Franchise by Franchisee.
Therefore, for good and valuable consideration, the adequacy is hereby acknowledged by the parties, the Company and Trainee agree as follows:
1. CULINARY TRAINING PROGRAM.
A. The Company shall provide to Trainee the Culinary Training Program that will expose Trainee to the Company's trade secrets and confidential methods, techniques and procedures to prepare sushi and sushi related products and to operate one or more Food Retail Units. The Culinary Training Program shall take place at Company's headquarters or such other locations that Company designates at its sole discretion. The Culinary Training Program may include classroom, hands-on and on-the-job training and cover various aspects of the operation of a Food Retail Unit. Topics to be covered may include, but are not limited to cleanliness, recipes, food preparation, customer service, quality standards, marketing, use of labor, financial controls, bookkeeping, ServSafe, maintenance, pH testing, log keeping, and other matters.
B. At all times during the Culinary Training Program, Trainee shall be a student or trainee, and at no time is the Trainee an employee of the Company or of any company or person affiliated with the Company, and at no time is Trainee a franchisee or licensee of the Company.
C. The Company may discontinue Trainee's participation in the Culinary Training Program at any time in the Company's discretion, without refund, if in the Company's discretion Trainee is unable to successfully complete the program or if Trainee does not maintain the Company's operating standards during the Culinary Training Program.
D. Trainee hereby undertakes and agrees that while Trainee participates in the Culinary Training Program, to respect and comply with all applicable laws, rules and regulations governing such activities, to comply with directions and/or instructions given, including without limitation the content of any safety checklist.

2.

FEE FOR CULINARY TRAINING PROGRAM.

Upon signing this Agreement, Trainee shall pay Company a fee for the Culinary Training Program in the sum of \$\_\_\_\_\_\_. Whether or not any Trainee and other required trainees complete the Culinary Training Program, and whether or not the Company grants a Franchise to Franchisee, all fees paid are non-refundable and fully earned by the Company upon payment.

# 3. TRAINING DOES NOT REQUIRE COMPANY TO GRANT A FRANCHISE.

The parties acknowledge that Franchisee has expressed an interest in acquiring a Franchise from the Company, and that Company will not offer Franchisee a Franchise unless, among other things, the Trainee satisfactorily completes the Culinary Training Program as determined in the Company's sole satisfaction and discretion. Completion of the Culinary Training Program does not provide assurance that the Company will consider granting a Franchise; and neither the execution of this Agreement nor the completion of the Culinary Training Program shall create any obligation of Company to grant a Franchise to Franchisee or to grant Trainee the right to operate any Food Retail Unit.

## 4. BEST EFFORTS.

The parties acknowledge that Company desires to provide the Culinary Training Program only to individuals who are interested and willing to devote their best efforts to learning the information to be provided. Trainee shall exert Trainee's best efforts to learn the information, procedures and techniques to be imparted in the Culinary Training Program.

# 5. RELEASE, WAIVER AND ASSUMPTION OF RISK.

Trainee hereby agrees to release the Company and the various parties described below as Released Parties, to waive his or her claims and assume the risks further described herein. Trainee wishes to train in the Culinary Training Program and hereby freely and voluntarily, without duress, executes this Release, Waiver and Assumption of Risk under the following terms:

- A. <u>Assumption of Risk</u>. Trainee, understands that as a participant in the Culinary Training Program, Trainee will be exposed to and/or engage in activities that may be hazardous to him or her including, but not limited to: raw food preparation, using food prep tools including knives, and choppers; cooking, including using ovens, steamers, rice cookers, steam jacketed kettles, hot pans; unloading product deliveries and transferring items to cold storage and dry storage areas; loading prepared foods into delivery containers, loading delivery containers into vehicles; riding in vans and trucks to sushi bar locations, restaurants and supermarkets. Trainee recognizes and understands that during his or her participation in the Culinary Training Program, Trainee may, in some situations, use equipment that is inherently dangerous, and may cause injuries such as cuts, burns, dismemberment, or even death.
- B. Waiver and Release. Trainee, on behalf of himself or herself, his or her heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and personal representatives, agrees to waive, release and covenant not to sue the Company, and its successors or predecessors in interest, assigns, or any related or affiliated entities, and each of their respective employees, shareholders, officers, directors, members, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputes, controversies, and payments of every kind and character, known or unknown, past, present or future, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to or in connection with the Culinary Training Program, the premises in which the Culinary Training Program is held, the conduct of the Released Parties, or his or her own conduct, whether or not due to his or her own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible

damages occurring at the time hereafter.

- C. <u>Insurance</u>. Trainee expressly waives any such claim for compensation or liability on the part of the Company in the event of such injury or medical expense.
- D. <u>Specific Release/Waiver of Unknown Claims</u>. Trainee understands that Trainee may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that Trainee now knows or believes to be true with respect to the Culinary Training Program and the matters discussed herein. Nevertheless, Trainee acknowledges that it is his or her intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.
- E. <u>Photographic Release</u>. Trainee grants and conveys unto the Company all right, title, and interest in any and all photographic images and video or audio recordings during the period Trainee participates in the Culinary Training Program.
- F. <u>Indemnification</u>. Trainee hereby agrees to indemnify, defend and hold harmless the Company and each of the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur as a result, directly or indirectly of his or her participation in the Culinary Training Program.
- G. Full Understanding of Release and Waiver/No Coercion. Trainee declares that Trainee has fully read and understood this Assumption of Risk, Release and Waiver of Liability. Trainee declares that Trainee has not been influenced to any extent whatsoever in making this release by any representations or statements regarding the Culinary Training Program, or any other matters, made by the Company or any of the Released Parties and understands that Trainee is giving up substantial rights by signing it and further does so voluntarily.

#### 6. CONFIDENTIAL INFORMATION.

- A. Trainee acknowledges that during the course of the Culinary Training Program and exposure to the Company's premises, business practices, techniques and procedures, Confidential Information and trade secrets of the Company will be disclosed and exposed to Trainee and that any unauthorized subsequent disclosure of such information by Trainee to third parties or use other than for the Company's authorized purposes could cause extensive harm to the Company.
- B. Trainee hereby declares to the Company that Trainee will not at any time thereafter, unless prior written consent is given by the Company, either directly or indirectly, utilize on Trainee's own behalf or on behalf of any other person, or divulge to any other person, except as required by the terms and nature of the employment with the Company, any Confidential Information of the Company, and Trainee shall prevent the unauthorized disclosure or publication of such information. In addition, Trainee agrees that Trainee will not copy any Confidential Information of the Company including any curriculum belonging to the Company nor remove same form the Company's premises without the express written permission of the Company.
- C. Regardless of the successful completion of the Culinary Training Program or whether Franchisee becomes a franchisee of the Company, Trainee expressly agrees that during the participation in the Culinary Training Program and at any time thereafter, Trainee (a) shall not use any "Confidential Information" as hereinafter defined, except in the performance of the Services, (b) shall not reveal, reproduce, distribute or disclose any such Confidential Information to any person, firm, company, corporation or other entity, or remove from Company's or its premises or that of any property it may occupy and use, any such Confidential Information, without the express consent of the Company; and (c) shall receive and hold such Confidential Information in trust and in strictest confidence. Trainee acknowledges that the Confidential Information is

owned or licensed by the Company is unique, valuable, proprietary and confidential and that the Company derives independent, actual or potential commercial value from not being generally known or available to the public. Trainee hereby relinquishes and agrees that it will not, at any time, claim any right, title or interest of any kind, in or to any Confidential Information.

- D. Upon the earlier of termination of the Culinary Training Program or at the Company's request, Trainee shall turn over and return to the Company all property whatsoever of the Company in or under Trainee's possession or control, including without limitation all Confidential Information.
- E. As used herein, "Confidential Information" means any proprietary or confidential data or information related to the business of the Company including, without limitation, the "Hissho Sushi Franchise Manual" and its contents, customers and clients, or any affiliate of the Company. Confidential Information shall include, but shall not be limited to, technical and non-technical data or information related to recipes, ingredients, formulas, methods or processes, preparation techniques, operations, finances, actual or potential customers, marketing plans, prices and pricing policies, samples, concepts, materials, proprietary information and technologies which are the property of the Company, its business partners, customers and clients, or any affiliate of either, and such information as the Company may from time to time reasonably designate as being confidential to the Company. Confidential information will not include information that is in the public domain, or information that falls into the public domain, unless such information falls into the public domain by willful disclosure or other similar acts by Trainee, or through Trainee's fault. These provisions shall survive the termination of this Contract, regardless of the date, cause or manner of such termination.

#### 7. INTERPRETATION.

Headings and section numbers in this Agreement are for convenience only and are not part of this Agreement. The provisions of this Agreement shall be interpreted according to their fair meanings and not strictly for or against any party.

#### 8. ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties. All prior written agreements, discussions, negotiations, representations and understandings of the parties are merged into and superseded by this Agreement. Trainee acknowledges that Company did not make, and Trainee did not receive, any promise, representation or warranty, express or implied, as to being granted a Franchise or potential sales, volume, profits or success of a Food Retail Unit location.

#### 9. AMENDMENT.

No modification of this Agreement will be valid unless executed in writing and signed by both parties.

#### 10. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions hereto shall remain in effect.

#### 11. CHOICE OF LAW, VENUE AND ATTORNEY'S FEES.

Trainee expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and that any action brought hereunder or by the parties hereto shall be brought and maintained in the County of Mecklenburg, State of North Carolina, except the Company may bring an action for specific performance in such jurisdiction in which Trainee resides. Trainee agrees that

if any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable. The prevailing party in action commenced between the parties hereto shall be entitled to reasonable attorneys, including court costs and the costs of the enforcement of any subsequent judgment or collection efforts.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	[enter Name of Business Entity]
Ву:	By:
Its:	Its·

Executed as of the date first stated above by:

#### EXHIBIT G - FRANCHISEE OWNERS FORM Hissho International, LLC Franchise Disclosure Document

#### **FRANCHISEE OWNERS FORM**

The undersigned, President or Member or Owner of [], a corporation/limited liability company established in the State of [], with its principal place of business located at [] (the "Corporation" or "LLC"), does hereby certify that the following is a listing of all of the shareholders/members of the Corporation/LLC and each shareholder's/member's percent ownership as of the date hereof:		
Name and Address	Percent Ownership %	
FRANCHISOR:	FRANCHISEE:	
HISSHO INTERNATIONAL, LLC	[enter Name of Business Entity]	
By:		
Its:		
Date:	Date:	

#### EXHIBIT H - PROMISSORY NOTE Hissho International, LLC Franchise Disclosure Document

#### **PROMISSORY NOTE**

, NC

\$	Date:
<b>INTERNATIONAL, LLC</b> , a Dela located at 11949 Steele Creek Road,	undersigned, jointly and severally, promise to pay to <b>HISSHO</b> ware Limited Liability Company, with its principal place of business Charlotte, North Carolina 28273 (the "Company"), the principal sum ofand/100 Dollars (\$), without interest on
interest as set forth below at the max Both the principal and, if applicable, at the office of the Company may designate in writing by the Company as provided in the ir the principal of this Note and will be which point the unpaid balance due so interest shall be due and payable upon and consent to all amounts owed unconsent to all amounts owed unconsent to all amounts of the max Both	er defaults hereunder, at which point the unpaid balance due shall bear timum contract rate provided by the laws of the State of North Carolina. interest shall be payable in lawful money of the United States of America, [insert address], or at such place as ng. It is understood and agreed that additional amounts may be advanced astruments, if any, securing this Note and such advances will be added to paid without interest until the maker defaults hereunder, if applicable, at hall bear interest at the above specified rate of interest. The principal and a demand. It is the intention of the undersigned, and the undersigned agree der this Promissory Note may be withheld from Franchise Commissions other amounts otherwise due to the undersigned without demand by the
_	ng indebtedness shall be due and payable on:  may be prepaid in full or in part at any time without penalty or premium.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured upon demand, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen 15 days after written notice to maker, then in either such event the Company may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note shall bear interest at the rate of eight per cent 8% per annum after default until paid.

Partial prepayments shall be applied to installments due in reverse order of their maturity.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the Company may employ an attorney to enforce the Company's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the Company reasonable attorneys' fees not exceeding a sum equal to eight percent (8%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the Company in exercising any of the Company's rights and remedies upon default. The rights and remedies of the Company as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to

exercise any of them at another time. This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

	naker has caused this instrument to be executed in its ng Principal or Owner] on the day and year first above
[enter Name of Business Entity]	
By:	
Its: Date:	
Date.	
IN TESTIMONY WHEREOF, each individual ma word "SEAL" appearing beside his name, the day an	ker has hereunto set his hand and adopted as his seal the d year first above written.
	(SEAL)

#### EXHIBIT I - FORM OF GENERAL RELEASE Hissho International, LLC

#### **GENERAL RELEASE**

THIS GENERAL RELEASE ("Release") is executed on, 20, by
("Franchisee") and ("Guarantors") as
a condition of [PICK ONE]:
the transfer of a Hissho Sushi, Sushi With Gusto, Ōumi Sushi, Ibasho Sushi, or Shizen food outlet between
Franchisee and HISSHO INTERNATIONAL, LLC [or] renewal of the Franchise Agreement dated
, 20 ("Franchise Agreement") between Franchisee and HISSHO INTERNATIONAL, LLC
[or] between Franchisee and a new franchisee, [or] the termination of the Hissho Sushi, Sushi With Gusto,
Ōumi Sushi, Ibasho Sushi, or Shizen Agreement dated, 20 ("Franchise Agreement")
between Franchisee and HISSHO INTERNATIONAL, LLC.

- 1. **Release by Franchisee and Guarantors.** Franchisee (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, "Franchisee Releasors") freely and without any influence forever release and covenant not to sue Hissho International, LLC and its parent, subsidiaries and affiliates and their respective past and present officers, directors, members, shareholders, agents and employees, in their corporate and individual capacities, (collectively "Hissho International, LLC Releasees") with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Franchisee Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to the Franchisee Releasor and any Hissho International, LLC Releasee, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.
- 2. **Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the Release in Section 1 above is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.
- 3. **No Prior Assignment.** Franchisee and Guarantors represent and warrant that the Franchisee Releasors are the sole owners of all Claims and rights released hereunder and that the Franchisee Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1 above.
- 4. **Covenant Not to Sue.** Franchisee and Guarantors (on behalf of the Franchisee Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 above with respect to any Claim released under Section 1 above.
- 5. **Complete Defense.** Franchisee and Guarantors: (A) acknowledge that this Release shall be a complete defense to any Claim released under Section 1 above; and (B) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

- 6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of Hissho International, LLC and each Franchisee Releasor.
- 7. **Governing Law.** This Release and all claims relating to this Release shall be governed by and construed under the law of the State of North Carolina. Hissho International, LLC, Franchisee, and Guarantor shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where Hissho International, LLC's principal offices are located. Hissho International, LLC may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee or Guarantors reside or do business, or where the claim arose.

#### 8. Miscellaneous.

- A. This Release constitutes the entire, full, and complete agreement between the parties concerning the release of Claims by the parties and supersedes any and all prior or contemporaneous negotiations, discussions, understandings, or agreements. Except as expressly identified in this Release, no amendment, change or variance from this Release shall be binding on either party unless mutually agreed to by the parties and executed in writing.
- B. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.
- C. The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders, or regulations.
- D. All terms not defined in this Release shall have the meaning given to them in the Franchise Agreement.
- E. All captions in this Release are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Release.
- F. This Release may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

**IN WITNESS WHEREOF**, Franchisee and Guarantors have executed this Release as of the date shown above.

FRANCHISI	EE:
	[enter Name of Business Entity
By:	
Its:	
Date:	
GUARANTO	OR:
Date:	
GUARANTO	DR:
By:	
Date:	
GUARANTO	DR:
By:	
D .	

# EXHIBIT J - STATE ADDENDA TO DISCLOSURE DOCUMENT STATE ADDENDA TO FRANCHISE AGREEMENT Hissho International, LLC Franchise Disclosure Document

## HISSHO INTERNATIONAL, LLC ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY CERTAIN STATES

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA, AND WISCONSIN

**No Waiver of Disclaimer of Reliance in Certain States**. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in Indiana, Michigan, South Dakota, or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA AND WISCONSIN

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee as set forth below in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in Indiana, Michigan, South Dakota or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
,	[Name of Business Entity or delete if Individual]
	D
By:	By:
Its:	Its:
	Owner; Operating Principal/Sole Member;
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

- 1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.
- 2. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.
- 3. The Special Risks to Consider About This Franchise page of the Disclosure Document is amended to add the following:

<u>Financial Condition</u>: Franchisor is undercapitalized (see Item 21) and may not be able to meet preopening obligations to all franchisees.

#### 4. ITEM 3 of the Disclosure Document is amended to add the following:

Neither the Franchisor nor any person or franchise broker identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

#### 5. ITEM 5 of the Disclosure Document is amended as follows:

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated that we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition which requires that we defer collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

#### 6. ITEMS 6 AND 10 of the Disclosure Document are amended as follows:

The highest interest rate allowed in California is 10% annually.

#### 7. ITEM 17 of the Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination or non-renewal of a franchise, and also limit the Franchisor's ability to restrict the transfer of franchise rights. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C.A. Sec. 101 et seq.
- The Franchise Agreement contains a covenant not to compete which extends beyond the term of the agreement. This provision might not be enforceable under California law.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.
- The Franchise Agreement may require you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 20043).
- For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.
- Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.
- Prospective franchises are encouraged to consult private legal counsel to determine the applicability of California and federal laws such as Business and Professions Code 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
- The following URL address is for the Franchisor's website: http://www.hisshosushi.com.
- Any complaints concerning the content of this website may be directed to the Department of Financial Protection and Innovation and its website address to <a href="https://www.dfpi.ca.gov">www.dfpi.ca.gov</a>.
- Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; (d) Violations of any provision of this division.
- Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.
- We do not have a federal registration for some of our principal marks. Therefore, such principal trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change an alternative trademark, which may increase your expenses.

- 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.
- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee, as set forth below, in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

In recognition of the requirements of the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Franchise Agreement shall be amended as follows:

- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- California Business and Professional Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C.A. Sec. 101 et seq.
- For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.
- You must sign a general release if you renew or transfer the franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law California Corporations Code 31000 through 31516. Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act Business and Professions Code 20000 through 20043.
- The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this California Addendum to the Hissho International, LLC Franchise Agreement on the same date as respective Hissho International, LLC Franchise Agreement was executed.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
	[Name of Business Entity or delete if Individual]
By:	By:
Its:	Its:
	[Owner; Operating Principal/Sole Member
	Operating Principal/Member; CEO; President/Sole
	Shareholder: President/Shareholder1

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REOUIRED BY HAWAII

The following is added to the Cover Page of the Disclosure Document:

THESE FRANCHISES WILL BE/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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC ("HISSHO INTERNATIONAL") FRANCHISE AGREEMENT REQUIRED BY HAWAII

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
	[Name of Business Entity or delete if Individual]
By:	By:
Its:	Its:
	[Owner; Operating Principal/Sole Member
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

- Illinois law governs the agreements between the parties to this franchise.
- Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
- Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
- Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee, as set forth below, in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

- No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
  - Illinois law governs the agreements between the parties to this franchise.
- Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
- Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
- Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this Illinois Addendum to the Hissho International, LLC Franchise Agreement on the same date as respective Hissho International, LLC Franchise Agreement was executed.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	[Name of Business Entity or delete if Individual]
Ву:	By:
Its:	Its:
	Owner; Operating Principal/Sole Member;
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

ITEM 5 of the Disclosure Document is amended to add the following:

• All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement.

ITEM 17 of the Disclosure Document is amended to add the following:

- Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14 201 et seq., the general release that shall be required as a condition of renewal, termination and/or transfer shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

- In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C. Section 101, *et seq*.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC ("HISSHO INTERNATIONAL") FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

This Addendum to the Hissho International, LLC Franchise Agreement is executed between Franchisor and Franchisee, as set forth below, in order to amend and revise Hissho International, LLC Franchise Agreement in the following respects:

- 1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure law, the Franchise Agreement is amended as follows:
  - No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
  - The Agreement requires Franchisee to sign a general release as a condition of renewal or transfer of the franchise; such release shall not apply to any liability arising under the Maryland Franchise and Registration and Disclosure Law.
  - No representation, warranty, acknowledgement, or disclaimer contained in the Franchise Agreement is intended to or will act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
  - No limitation of claims provision in the Franchise Agreement shall act to reduce the three 3-year state of limitations afforded Franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.
  - This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
  - Franchisee's disclaimers of reliance in Section 27 are not intended to be, nor shall be, construed as a waiver or estoppel of Franchisee's rights under the Maryland Franchise Registration and Disclosure Law.
- 2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits thereto, the terms of this Addendum shall govern.
- 3. The Franchise Agreement is amended to include the following sentence at the end of Section 4:
  - "All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement."
- 4. Section 27 of the Franchise Agreement is deleted in its entirety.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this Addendum to the Hissho Franchise Agreement on the same date as respective Hissho Franchise Agreement was executed.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
,	[Name of Business Entity or delete if Individual]
By:	By:
Its:	Its:
	[Owner; Operating Principal/Sole Member:
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. The cover page of the Minnesota Franchise Disclosure Document and Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement," Paragraphs v and w, shall be amended by the addition of the following language:

Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring you to consent to liquidated dames, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce 1 any of your rights as provided for in Minnesota Statutes, Chapter 80C or 2 your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement," Paragraphs c, g, h, i and l, shall be amended by the addition of the following language:

Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, Subdivision. 3, 4 and 5, which requires, except in certain cases, (1) that you be given 90 days' notice of termination with 60 days to cure and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 13 "TRADEMARKS", shall be amended by the addition of the following language:

We will protect your right to use the Proprietary Marks, trade names, logotypes or other commercial symbols. We will indemnify you from any loss, costs or expenses resulting from any claim, suit or demand by third parties that your use of the Proprietary Marks of Hissho International, LLC infringes trademark rights of the third party. You must provide notice to us of any such claim and tender the defense of the claim to us immediately after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

Minnesota considers it unfair not to protect the franchisee's rights to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd.1g.

4. Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement," Paragraph c, shall be amended by the addition of the following language:

Minnesota Rules 2860.4400D prohibits us from requiring you to assent to a general release. Any provision in the Agreement which requires you to assent to a general release is deleted.

5. Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement," shall be amended by the addition of the following language:

Minnesota Rule Part 2860.4400J. prohibits you from waiving your rights to a jury trial or waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes; provided that this part shall not bar an exclusive arbitration clause. Any reference to Franchisee's consent to liquidated damages or waiver of jury trial in the Agreement shall be deleted in its entirety.

Minnesota Statutes §80C.17, Subdivision 5 provides that we must comply with this section in regard to

#### Limitation of Claims.

6. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC ("HISSHO INTERNATIONAL") FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

This Addendum to the Hissho International, LLC Franchise Agreement is executed between Franchisor and Franchisee, as set forth below, in order to amend and revise the Hissho International, LLC Franchise Agreement as follows:

- 1. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 2. Section 8 of the Franchise Agreement shall be amended by the addition of the following language:

Franchisor will protect Franchisee's right to use the Proprietary Marks, trade names, logotypes or other commercial symbols. Franchisor will indemnify Franchisee from any loss, costs or expenses resulting from any claim, suit or demand by third parties that Franchisee's use of the Proprietary Marks of Hissho International infringes trademark rights of the third party. Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor immediately after the claim is asserted. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

3. Section 15 of the Franchise Agreement shall be amended by the addition of the following language:

Notwithstanding anything hereinabove, Franchisor shall comply with Minnesota Statutes, Section 80C.14, Subdivision. 3,4 and 5, which requires, except in certain cases, 1 that Franchisee be given 90 days' notice of termination with 60 days to cure and 180 days' notice for non-renewal of the Franchise Agreement and 2 that consent to the transfer of the franchise will not be unreasonably withheld.

4. Section 2 of the Franchise Agreement shall be amended by the addition of the following language:

Minnesota Rules 2860.4400D prohibits us from requiring you to assent to a general release. Any provision in the Agreement which requires you to assent to a general release is deleted.

5. Section 26 of the Franchise Agreement shall be amended by the addition of the following language:

Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibits Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in the Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

6. Section 26 of the Franchise Agreement shall be amended by the addition of the following language:

Minnesota Rule Part 2860.4400J. prohibits Franchisee from waiving Franchisee's rights to a jury trial or waiving Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes; provided that this part shall not bar an exclusive arbitration clause. Any reference to Franchisee's consent to liquidated damages or waiver of jury trial in the Agreement shall be deleted in its entirety. The franchisor may seek injunctive relief, but Franchisee shall not be required to consent to injunctive relief.

To the extent this Addendum shall be deemed inconsistent with any terms or conditions of said Franchise Agreement, the terms of this Addendum shall govern.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this Addendum to the Hissho Franchise Agreement on the same date as respective Hissho Franchise Agreement was executed.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
	[Name of Business Entity or delete if Individual]
By:	By:
Its:	Its:
	[Owner; Operating Principal/Sole Member:
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

## ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.
- 3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NEW YORK

<b>This Addendum</b> (the " <b>Addendum</b> ") is made and entered into as of the Effective	ve Date as stated in the
Franchise Agreement (defined below), by and between HISSHO INTERNATIONAL	L, LLC, a Delaware
limited liability company with its principal business address at 11949 Steele Creek R	Road, Charlotte, North
Carolina 28273 ("we," "us" or "our"), and	a
whose principal business address is	(" <b>you</b> " o
"your").	

We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Addendum (the "**Franchise Agreement**"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) you are a resident of New York <u>and</u> the franchise that you will operate under the Franchise Agreement will be located in New York; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

No Waiver of Disclaimer of Reliance. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
,	[Name of Business Entity or delete if Individual]
Ву:	By:
Its:	Its:
	Owner; Operating Principal/Sole Member;
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. The "Summary" sections of Items 17(c), entitled <u>Requirements for franchisee to renew or extend</u>, and 17(m), entitled <u>Conditions for franchisor approval of transfer</u>, of the Franchise Agreement chart in the Disclosure Document are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The "Summary" section of Item 17(i), entitled <u>Franchisee's obligations on termination/non-renewal</u>, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, any such requirement contained in this Disclosure Document, the Franchise Agreement, and any other agreements used in the State of North Dakota is deleted.

3. The "Summary" section of Item 17(r), entitled <u>Non-competition covenants after the franchise is terminated or expires</u>, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

4. The "Summary" sections of Item 17(u), entitled <u>Dispute resolution by arbitration or mediation</u>, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

However, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

5. The "Summary" sections of Item 17(v), entitled <u>Choice of Forum</u>, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

6. The "Summary" sections of Item 17(w), entitled <u>Choice of law</u>, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

Except for Federal Arbitration Act and other federal law, North Dakota law governs.

7. **No Waiver of Disclaimer of Reliance**. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

#### ADDENDUM TO HISSHO INTERNATIONAL, LLC ("HISSHO INTERNATIONAL")

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NORTH DAKOTA

This Addendum to the Hissho International, LLC Franchise Agreement (the "Addendum") is executed contemporaneously with the execution of the Franchise Agreement between Franchisor and Franchisee in order to amend and revise the Franchise Agreement as follows:

1. <u>Releases</u>. The following language is added to the end of Sections 2.B.(8) and 14.B.(3)(c) and of the Franchise Agreement:

Any general release shall not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

- 2. <u>Termination</u>. Sections 16.E. and 16.F. of the Franchise Agreement may require franchisees to consent to termination or liquidated damages. Any such requirement is deleted from the Franchise Agreement and any other agreements used in the State of North Dakota.
- 3. <u>Covenants</u>. Section 17 of the Franchise Agreement discloses the existence of certain covenants restricting competition. Covenants not to compete, such as those mentioned in this Section, are generally unenforceable in the State of North Dakota.
- 4. **Arbitration**. The following language is added to the end of Section 25 of the Franchise Agreement:

However, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree which may not be remote from your place of business.

5. <u>Governing Law/Consent to Jurisdiction</u>. The following language is added to the end of Section 26 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement. In addition, to the extent required by applicable law, you may bring an action in North Dakota.

- 6. <u>Waiver of Punitive Damages</u>. To the extent required by the North Dakota Franchise Investment Law, Sections 25.D. and 25.G. of the Franchise Agreement are revised to delete any requirement that a franchisee consent to a waiver of exemplary and punitive damages.
- 7. <u>Limitation of Claims</u>. The statute of limitations under North Dakota law applies to all matters coming under North Dakota law.
- 8. <u>No Waiver of Disclaimer of Reliance</u>. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
,	[Name of Business Entity or delete if Individual]
By:	By:
Its:	Its:
	Owner; Operating Principal/Sole Member
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document pursuant to the Rhode Island Franchise Investment Act as follows:

Item 17 is amended to state that section 19 28 1 14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

This Addendum to the Hissho International, LLC Franchise Agreement is executed contemporaneously with the execution of the Hissho International, LLC Franchise Agreement between Franchisor and Franchisee as set forth below in order to amend and revise the Hissho International, LLC Franchise Agreement respectively as follows:

**No Waiver of Disclaimer of Reliance in Certain States**. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in Rhode Island:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	
,	[Name of Business Entity or delete if Individual]
By:	By:
Its:	Its:
	Owner; Operating Principal/Sole Member
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

### ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

In recognition of the restrictions contained in Section 13.1 564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Hissho International's use in the Commonwealth of Virginia, Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement" Paragraph h, shall be amended by the addition of the following language:

Pursuant to Section 13.1 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchise to surrender any right given to him by any provision contained in the Franchise Agreement. If any grounds for default or termination is stated in the Franchise Agreement does not constitute "reasonable cause" as the term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### ADDENDUM TO HISSHO INTERNATIONAL, LLC ("HISSHO INTERNATIONAL") FRANCHISE AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

This Addendum to the Hissho International, LLC Franchise Agreement (the "Addendum") is executed contemporaneously with the execution of the Franchise Agreement between Franchisor and Franchisee in order to amend and revise the Franchise Agreement as follows:

- 1. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 2. Sections 15.A. and 15.B. of the Franchise Agreement shall be amended by the addition of the following language:

Pursuant to Section 13.1 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchise to surrender any right given to him by any provision contained in the Franchise Agreement. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

3. To the extent this Addendum shall be deemed inconsistent with any terms and conditions of said Franchise Agreement, the terms of this Addendum shall govern.

FRANCHISOR:	FRANCHISEE:
HISSHO INTERNATIONAL, LLC	[Name of Business Entity or delete if Individual]
By:	By:
-	Its:
Its:	[Owner; Operating Principal/Sole Members
	Operating Principal/Member; CEO; President/Sole
	Shareholder; President/Shareholder]

#### EXHIBIT K – HISSHO SUSHI FRANCHISE OPERATIONS MANUAL TABLE OF CONTENTS Hissho International, LLC **Franchise Disclosure Document**



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	The Manual Organization
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	Franchisee Responsibilities
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	Training Employees
	Personnel Policies
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# EXHIBIT L – STATE EFFECTIVE DATES PAGE Hissho International, LLC Franchise Disclosure Document

#### STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	Not Effective
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller assisted marketing plans.

### EXHIBIT M - RECEIPTS Hissho International, LLC Franchise Disclosure Document

#### **EXHIBIT M - RECEIPT (YOUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hissho International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make payment to, Hissho International, LLC, or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hissho International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Hissho International, LLC, located at 11949 Steele Creek Road, Charlotte, North Carolina 28273. Its telephone number is (704) 926-2200.

The franchise seller for this offering is Soe Naing Kyi, 11949 Steele Creek Rd., Charlotte, NC 28273, 704.926.2200.

Other Sellers:
Name/Address/Telephone Number
Other Sellers:
Name/Address/Telephone Number

Issuance Date: April 11, 2025.

Signature

(Do not leave blank)

Date:

See Exhibit B for list of resident agents authorized to receive service of process for Hissho International, LLC.

I received a disclosure document dated April 11, 2025 that included the following Exhibits:

A. STATE ADMINISTRATORS	H. PROMISSORY NOTE
B. AGENTS FOR SERVICE OF PROCESS	I. FORM OF GENERAL RELEASE
C. LISTS OF CURRENT & FORMER FRANCHISEES	J. STATE ADDENDA TO DISCLOSURE DOCUME
D. FINANCIAL STATEMENTS	K. HISSHO SUSHI FRANCHISE OPERATIONS
	MANUAL TABLE OF CONTENTS
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ATTACHMENTS	
F. TRAINING AND CONFIDENTIALITY AGREEMENT	M. RECEIPTS
G. FRANCHISEE OWNERS	
rospective Franchisee (Print Name) Prospective Franchisee (Print Name)	

Signature

Please sign and date this Receipt, and retain this copy for your records.

Date: \_

(Do not leave blank)

#### **EXHIBIT M - RECEIPT (OUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hissho International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make payment to, Hissho International, LLC, or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hissho International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

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Name/Address/Telephone Number	
Other Sellers:	
Name/Address/Telephone Number	
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E. FRANCHISE AGREEMENT AND RELATED ATTACHMENTS	L. STATE EFFECTIVE DATES PAGE
F. TRAINING AND CONFIDENTIALITY AGREEMENT	M. RECEIPTS
G. FRANCHISEE OWNERS	

Prospective Franchisee (Print Name)	Prospective Franchisee (Print Name)
Signature	Signature
Date:	Date:
(Do not leave blank)	(Do not leave blank)

Please sign, date & return this Receipt to Hissho International, LLC, 11949 Steele Creek Rd, Charlotte, NC 28273; fax: (704) 926-3963.