

FRANCHISE DISCLOSURE DOCUMENT

Hissho International, LLC
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Franchisee will operate a food outlet specializing in freshly prepared sushi, with or without an Asian hot food bar, under the name “Hissho Sushi” or “Oumi Sushi” or “Sushi with Gusto” depending on location.

The total investment necessary to begin operation of a Hissho Sushi, Sushi with Gusto, or Oumi Sushi food outlet is between \$23,850 and \$88,950. This includes \$14,450 to \$44,250 for each food outlet 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 Chee Moua, 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, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: **April 6, 2021**

STATE COVER PAGE

How to Use This Franchise Disclosure Document.

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

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

What You Need to Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

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

1. **Out of State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration and/or litigation only in Arizona. 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 Arizona than in your home state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Franchise Location.** If the Franchisor offers you a location in your market, you must take the location and operate it as your own. If you fail to accept and operate the newly offered food service unit, your franchise agreement or your other sushi bars and food retail units shall be in default and you may lose your right to operate all of your food retail units.
4. **Conversion.** If the Franchisor requires your Satellite Sushi Bar to convert to a Full Service Sushi Bar, and you fail to do so, then your franchise agreement for all food service bars shall be in default and you may lose your right to operate all food retail units.

This Franchise. Certain states may require other risks to be highlighted. If so, check the "State Specific Addenda" pages for your state.

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

The Franchisor

To simplify the language in this disclosure document "we" or "us" or "Franchisor" means Hissho International, LLC. "You" or "Franchisee" means the individual(s), corporation, partnership, or limited liability company that buys the franchise and the shareholders of that corporation or members of that limited liability company. If you choose not to create a corporation or a limited liability company and you buy the franchise individually, "you" means you individually. 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 International, LLC is a limited liability company organized under the laws of the State of Delaware on March 29, 2017. We do business under the service marks and trade names "Hissho Sushi," "Oumi Sushi," and "Sushi with Gusto" and various other trademarks and/or service marks. Our principal place of business is at 11949 Steele Creek Road, Charlotte, North Carolina 28273, and our telephone number is (704) 926-2200. Our affiliate, Lwin Family Co., LLC may provide services to franchisees on our behalf.

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.

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

We offer for sale or grant franchisees the right to develop and operate sushi bars and (in some cases) Asian hot food bars under the name "Hissho Sushi" "Oumi Sushi" or "Sushi with Gusto" ("Food Retail Units" or "Franchises"). We began offering franchises similar to the franchises offered by this disclosure document on September 6, 2013. We have not 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.

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

Holdco is controlled by AIH – Hissho Sushi, LLC, a Delaware limited liability company ("AIH – Hissho"). AIH–Hissho is controlled by American Investment Holdings, LLC, a Delaware limited liability company that owns a variety of privately held companies. The principal business address of each of these companies is 401 E. Jackson Street, Suite 2525, Tampa, Florida 33602.

Our Predecessors and Affiliates

We do not have any predecessors, although we were originally formed as a North Carolina limited liability company and moved the state in which we are organized to Delaware during 2017.

We have two affiliates that also maintain their principal place of business at 11949 Steele Creek Road, Charlotte, North Carolina 28273. Lwin Family Co., LLC (referred to as "Lwin" or "Lwin Family Co") is our designated supplier of food, certain types of equipment and certain services to franchisees. Lwin has not offered franchises in any line of business.

Our affiliate Hissho Operations, LLC operates Food Retail Units under the Proprietary Marks that are similar to those offered by this disclosure document. Those Food Retail Units operated by Hissho Operations, LLC are referred to as company operated Food Retail Units.

The System

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") who enter into agreements with us or our affiliates 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 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. Your right to operate a Food Retail Unit is conditional upon our right to operate a Food Retail Unit in the Retail Host, and if for any reason we or our affiliates lose the right to operate a location, you will also lose the right to operate a Food Retail Unit. If we lose the right to operate a particular location, we do not compensate you and we do not guaranty or promise that we will find you another location.

We offer three variations of Food Retail Units: full service sushi bars ("Full Service Sushi Bar"), satellite sushi bars ("Satellite Sushi Bar") and Asian food bars ("Asian Food Bar"). Full Service Sushi Bars and Satellite Sushi Bars are sometimes referred to as "Sushi Bars." We may offer you a single location or multiple locations over time. If we offer you additional Food Retail Units, you will sign an addendum to your franchise agreement authorizing operation of the additional Food Retail Units. 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 Retail Host's location, and other factors. Typically, Food Retail Units will be located within the premises of a Retail Host.

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 document, we mean our method of operating Food Retail Units under any Proprietary Mark.

Sushi Bars

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

Franchisees may also have pre-packaged sushi display and merchandising cases at Retail Host locations in the vicinity of a Full Service Sushi Bar ("Satellite Sushi Bars"). Sushi is not prepared on-site at a Satellite Sushi Bar but is prepared at a Full Service Sushi Bar and delivered to a Satellite Sushi Bar. Your franchise business may have only a Full Service Sushi Bar or it may have one or more Full Service Sushi Bars and Satellite Sushi Bars. You may not obtain a Satellite Sushi Bar unless you also have a Full Service Sushi Bar. If we grant you the right to open Satellite Sushi Bars, you will prepare products at your Full Service Sushi Bar and deliver them to your 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, you will be required to operate the Satellite

Sushi Bar as your own. If you operate a Satellite Sushi Bar you will sign an addendum adding it to your Franchise Agreement.

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

You may be a corporation or a limited liability company, as approved by us, or you may sign the Franchise Agreement in your individual capacity.

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

Under our satellite program, your Franchise Agreement will also grant you the right and the obligation to operate one or more Satellite Sushi Bars, and you will sign an addendum to your Franchise Agreement designating the Satellite Sushi Bar(s).

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" "Oumi Sushi" or "Sushi with Guso" that we currently designate and may designate in writing in the future for use with the System (the "Proprietary Marks") and certain unique trade dress, including but not limited to specific color schemes, patterns, design, decor, layout, that we now or hereafter use in connection with the System (the "Trade Dress").

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

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

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

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, 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 or limited liability company must sign the Franchise Agreement in his/her individual capacity and a guaranty 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.

We are sometimes required to open Food Retail Units in new locations of Retail Hosts as a condition of operating any Food Retail Units with a particular Retail Host. If you own a Food Retail Unit and we obtain or are offered the right to operate another Food Retail Unit within thirty miles of one of your Food Retail Units, we may require you to take and operate the newly offered Food Retail Unit as your own. If you are required to take and operate an additional Food Retail Unit, your Franchise Commission with respect to the additional Food Retail Unit, will be no less than the highest rate of Franchise Commission in your existing and operating full service Food Retail Units.

Industry-Specific Regulations

Each franchised Food Retail Unit will be subject to federal and local health inspection authorities which govern the handling of food, temperatures and other health considerations. Federal law and regulation impose specific requirements on the handling of fresh fish products under the Hazard Analysis Critical Control Points (HACCP) program. Federal law also requires chain retail food establishments with more than twenty 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.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer and Member of Board of Managers: Daniel Beem. Mr. Beem has served as Chief Executive Officer since September 2017. From December 2016 through September 2017, Mr. Beem was the President of Krispy Kreme in Winston Salem, North Carolina. From October 2015 through September

2017, Mr. Beem was the President of International and Global Development for Krispy Kreme in Winston Salem, North Carolina. From February 2014 through October 2015, Mr. Beem was the President of International for Krispy Kreme in Winston Salem, North Carolina. From September 2009 through February 2014, Mr. Beem was the President of Cold Stone Creamery in Scottsdale, Arizona.

President & Chief Financial Officer: Matthew Wilken. Mr. Wilken has served as our President and Chief Financial Officer since January 2021. Mr. Wilken served as our CFO from April 2018 through January 2021. From 2016 to April 2018 Mr. Wilken was the VP, Financial Planning and Analysis for Snyder's Lance, located in Charlotte, NC. From 2011-2016 Mr. Wilken served as Sr. Director, Corporate Strategy for Snyder's Lance.

Chief Operating Officer: Brian Kiel. Mr. Kiel has been our Chief Operating Officer since January 2021. Mr. Kiel served as our Vice President of Operations from April 2018 through January 2021. From August 2016 to March 2018, Mr. Kiel served as Director of Financial Analysis and Director of Operations for Massage Envy, in Phoenix, Arizona. Prior to that Mr. Kiel served as Director of Operations for Encore Companies in Phoenix, Arizona from February 2012 to December 2015.

Chief Accounting Officer: May Vang. May Vang serves as our Chief Accounting Officer since January 2021. Ms. Vang was our Director of Finance from July 2014 until January 2021.

Vice President of Business Development: Corey Wilde. Mr. Wilde has served as our Vice President of Business Development since July 2019. From January 2019 through June 2019, Mr. Wilde was the Chief Development Officer for Togo's Eateries, LLC in San Jose, California. From September 2014 through January 2018, Mr. Wilde was the Vice President of Franchise Development for Bruster's Real Ice Cream and Nathan's Famous Hot Dog Franchise in Phoenix, Arizona.

Vice President of Operational Innovation: Lauren McGraw Kraemer. Ms. Kraemer serves as our VP of Operational Innovation since September 2020. Ms. Kraemer served as our Sr. Director of Operational Innovation, overseeing R&D and Training. Since January 2019. Prior to that Ms. Kraemer served as our Director of Training & Development between November 2017 and January 2019. From August 2016 to October 2017, Ms. McGraw served as a Regional Human Resources Manager at The Bakery Cos. in Nashville, Tennessee. From February 2009 to August 2016, Ms. McGraw served as Manager of International Operation Services for Krispy Kreme Doughnuts, in Winston Salem, North Carolina.

Senior Director of Non-Traditional Strategy: Patric Knapp. Mr. Knapp has served as our Sr. Director of Non-Traditional since October 2018. From June 2018 to October 2018 Mr. Knapp served as a Consultant for the Company. From February 2017 to September 2017, Mr. Knapp served as VP of Development for Due North Holdings located in Scottsdale, AZ. From March 2003 to February 2017, Mr. Knapp served as VO of Strategic Alliance for Kahala Brands located in Scottsdale, AZ.

Senior Director of Human Resources: Penny Kirsch. Ms. Kirsch has served as our Sr. Director of HR since October 2019. Ms. Kirsch served as Director of Human Resources from June 2013 to October 2019, and of our affiliate, Lwin Family Co. from June 2011 to to present.

Senior Director of Food Safety & Compliance: Rupesh Modi. Mr. Modi has served as our Sr. Director of Food Safety since April 2020. From June 2018 to April 2020 Mr. Modi served as the FESQA Program Lead/Food Compliance for Target in Minneapolis, Minnesota. Mr. Rodi was the Global Director of Quality and Food Safety for Red River Foods Group in Richmond, Virginia from May 2016 to June 2018. Mr. Rodi served as the Global QA Compliance Manager for Sabra Dipping Company in Colonial Heights, Virginia from July 2014 to May 2016.

Director of Non-Traditional Operations: John Golaszewski Jr. has served as our Director of Non-Traditional Operations since September 2019. From March 2017 to September 2019 Mr. Golaszewski served as the District Manager for Orion Foods. From August 2016 to March 2017 was the Department Manager for

Cabela's. From November 1996 to May 2016 Mr. Golaszewski served as the Director of US Franchise Development for Tim Hortons.

Director of Franchise Relations: Hsiao Yin Wen. Ms. Wen has served as our Director of Franchise Relations since August 2019. From June 2018 to August 2019, Ms. Wen served as our Director of Procurement. Ms. Wen served as our Director of Supply Chain since our inception, June 13, 2013, and of our affiliate, Lwin Family Co, since September 2011.

Director of Supply Chain: Nick Holt: Mr. Holt has been our Director of Supply Chain since June 2020. From January 2019 to May 2020, Mr. Holt served as our Director of Purchasing. Between March 2016 and June 2020, Mr. Holt was a partner in W&W Holdings, LLC, an entrepreneurial and advisory firm in Columbia, South Carolina. From August 2007 through March 2016, Mr. Holt was the Director-Franchise operations & Business Development for Divita Concepts Group LLC dba Firehouse Subs in Columbia, South Carolina.

Director of Operations (East): Myo Kyaw Thu. Mr. Thu has served as our Director of Operations (East) since July 2018. Mr. Thu has served as our Operations Manager since our inception, June 13, 2013, and of our affiliate Lwin Family Co. since June 2012. From October 2008 to June 2012, Mr. Thu served as Regional Manager (VA) of our affiliate Lwin Family Co.

Director of Operations (West): Soe Naing Kyi. Mr. Kyi has served as our Director of Operations (West) since July 2018. Mr. Kyi served as our Operations Manager since our inception, June 13, 2013, and our affiliate Lwin Family Co. since June 2012.

Member of Board of Managers: Phone "Philip" Maung. Mr. Maung previously served as Chief Executive Officer since our inception, June 12, 2013, and President and Chief Executive Officer of our affiliate, Lwin Family Co, since January 2000. Mr. Maung was our sole Manager from June 2013 until April 2017 and has been a Member of the Board of Managers of Parent since April 2017.

Member of Board of Managers: Jeffrey Vinik. Mr. Vinik has been a member of the Board of Managers of our ultimate parent company, Hissho Parent, LLC, since April 2017. He also has been the Chairman and Managing Member of Tampa Bay Sports & Entertainment LLC, located in Tampa, Florida, since February 2010. Mr. Vinik was the Senior Managing Member of VAM, LLC, located in Boston, Massachusetts, from November 1996 through June 2013.

Member of Board of Managers: Neal Yanofsky. Mr. Yanofsky has been a member of the Board of Managers of our ultimate parent company, Hissho Parent, LLC, since October 2017. Mr. Yanofsky served as the President of International at Dunkin' Brands Group, Inc. from May 2011 to September 2011. Prior to joining Dunkin' Brands, Mr. Yanofsky served as the President of Panera Bread Co. since April 3, 2006 until January 4, 2008.

Member of Board of Managers: Eric Streisand. Mr. Streisand has been a member of the Board of Managers of our ultimate parent company, Hissho Parent, LLC, since July 2017. He is also the Managing Director of Beem Holdings, LLC, since January 2017 and the Managing Director/Senior Advisor for Bessemer Securities Corporation since March 2014. Prior to that, Mr. Streisand was Managing Director for Adakin Capital from 2008-2014.

Member of Board of Managers: Martin Hammock. Mr. Hammock has been a member of the Board of Managers of our ultimate parent company, Hissho Parent, LLC, since April 2017. He also has been the Chief Financial Officer of Vinik Family Office LLC, located in Tampa, Florida, since January 2015. Mr. Hammock was the Managing Member of Washakie Realty Partner, LLC, located in Denver, Colorado, from October 2010 through December 2014.

Member of Board of Managers: Noam Abrams. Mr. Abrams has been a member of the Board of Managers of our ultimate parent company, Hissho Parent, LLC, since April 2017. He also has been the Vice President of American Investment Holdings, LLC, located in Tampa, Florida, since September 2014. Mr. Abrams was a Senior Associate with Webster Capital, located in Waltham, Massachusetts, from June 2012 until September 2014.

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 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 \$4,200. The Initial Franchise Fee for an Asian Food Bar is \$4,200. There is no Initial Franchise Fee for a Satellite Sushi Bar.

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

- Between 25 and 36 months remaining--Initial Franchise Fee \$4,200;
- Between 13 to 24 months remaining--Initial Franchise Fee \$2,800;
- Less than 13 months remaining--Initial Franchise Fee \$1,400.

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.

If you acquire existing Food Retail Units from us, and if the combined total of the Gross Sales of the Food Retail Units averages less than \$2,000 per week based on the preceding 12-month average Gross Sales, then we may discount your Initial Franchise Fee by 50% for those particular Food Retail Units. If the combined total of the Gross Sales of the Food Retail Units averages less than \$1,500 per week based on the preceding 12-month average Gross Sales, then we may discount your Initial Franchise Fee by 75% for those particular Food Retail Units.

During our last fiscal year, the Initial Franchise Fees that we collected ranged from a low of \$0 to a high of \$4,200.

Additional Fees and Costs Payable to Us or Affiliates

\$2,300 to \$5,600 for training fees, depending upon the experience of your principals and the pace of your training, as further described in Item 7 of this Disclosure Document.

\$3,500 to \$10,000 for equipment, small-wares, a label machine, and tablet, purchased from our affiliate Lwin Family Co. We will offer certain types of equipment for lease, such as display cases, if they are not provided by the Retail Host.

\$5,400 to \$25,400 in initial food inventory, uniform and supply purchases, from Lwin.

\$300 for training and operations manuals, to us or Lwin as we require.

\$250 for background check, credit check and drug test, to us.

Purchase Price for Existing Units

If you purchase an existing Food Retail Units 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.

General Information

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

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Compensation to Franchisor	Varies by location and Retail Host. Typically 25% of Gross Sales to Retail Host and 0% to 25% of Gross Sales to us but amounts may vary widely.	Monthly on Gross Sales for the previous month. May be deducted directly from your Franchise Commissions.	See Note 1 and Note 2
Brand Fund Contribution	2% of Net Sales	May be deducted directly from your Franchise Commissions.	See Note 3
Sales Inquiry Fee	\$100 per month for which sales or other financial information is requested by you	Each time a sales report is requested by you. May be deducted directly from your Franchise Commissions.	See Note 4
Food, Equipment, Uniform and Supply Purchases	Varies depending upon sales volume of the Sushi Bar.	Payable when you buy the franchise or in monthly payments if we finance part of the cost. May be deducted directly from your Franchise Commissions.	See Note 5, Note 6, Note 7 and Note 8
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

Type of Fee	Amount	Due Date	Remarks
Point of Sale Marketing Materials	Up to \$4,000 per year per Food Retail Unit	On demand. May be deducted directly from your Franchise Commissions.	See Note 9
Transfer	\$1,500 per transferred Food Retail Unit	Payable prior to approval of transfer. May be deducted from your Franchise Commissions.	See Note 10
Renewal	100% of the amount of our then current franchise fee at the time of renewal; or 75% of the amount of our then current franchise fee if you have owned and operated the franchise for three consecutive years.	Payable upon signing of Renewal of Franchise Agreement. May be deducted directly from your Franchise Commissions.	See Note 11
Lab Test to Examine Food	\$500 per food item test.	On demand. May be deducted directly from your Franchise Commissions.	See Note 12
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 13
Initial Loan Fee for Franchise Manual	\$150	To be deducted directly from your first month's Franchise Commissions.	See Note 14
Loan Fee for SSOP/HACCP (Sanitation Standard Operating Procedures/Hazard Analysis Critical Control Points)	\$150 per year for each Food Retail Unit (excluding delivery locations)	On demand. May be deducted directly from your Franchise Commissions.	See Note 15
State and Local License and Permits Resale Certificates	\$100 to \$5,000 per Food Retail Unit	On demand. May be deducted directly from your Franchise Commissions.	See Note 16
Customer Satisfaction Fee	\$500 per incident plus our costs of travel to remedy.	On demand. May be deducted directly from your Franchise Commissions.	See Note 17
Non-Compliance Fee	\$500 per incident	On demand. May be deducted directly from your Franchise Commissions.	See Note 18
Special On Site Support	\$500 per day plus our cost of travel	On demand after on-site visit or training. May be deducted directly from your Franchise Commissions.	See Note 19
Initial Training Fee	\$2,000 per person per training program or \$3000 per person per combined training program.	Prior to training before your approval as a franchisee.	See Note 20

Type of Fee	Amount	Due Date	Remarks
ServSafe Training and Testing Fee	\$300 per person plus \$50 per person for re-testing if necessary.	Prior to training.	See Note 21
Lost or Replaced Franchise Manual	\$1,000	On demand. May be deducted directly from your Franchise Commissions.	See Note 23
Additional Training Session Fee	\$200 per person per day	On demand after training provided. May be deducted directly from your Franchise Commissions.	See Note 24
Fee for failure to attend Additional Training Sessions	\$250 per trainee per day	On demand. May be deducted from directly your Franchise Commissions.	See Note 25
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 26
Administration/Web Fee	\$100 per month	Each month. May be deducted directly from your Franchise Commissions.	See Note 27
Background check, credit check and drug test fee	\$250 per owner or shareholder/member	On demand after application is made, and prior to approval.	See Note 28
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.	See Note 29
Food Retail Unit Drop Fee	\$1,500 per Food Retail Unit discontinued by you with our approval	Upon approval by us to discontinue operations of a Food Retail Unit. May be deducted directly from your Franchise Commissions.	See Note 30
Early Termination Fee	\$4,000 per Food Retail Unit that is terminated early because of your default	On demand. May be deducted directly from your Franchise Commissions.	See Note 31
Sampling Services	\$0-\$180 per day	On demand when service is provided. May be deducted directly from your Franchise Commissions.	See Note 32
Transfer to New Entity	\$250	Upon your request to transfer. May be deducted directly from your Franchise Commissions.	See Note 33
Garnishment/Levy Fee	\$100 for each receipt of notice of garnishment or levy	On demand. May be deducted directly from your Franchise Commissions.	See Note 34
Insurance Service Fee	1% of Gross Sales for applicable time period of missed insurance payments, plus the cost of insurance	On demand. May be deducted directly from your Commissions.	See Note 35
Express Handling Fee	\$200	On demand. May be deducted from your Commissions.	See Note 36

Type of Fee	Amount	Due Date	Remarks
Hissho Label System Initial Lease Fee	\$1,500	Upon execution of an Equipment Lease and Software License Agreement. May be deducted directly from your Franchise Commissions	See Note 37
Software License Fee	\$110 per month	Each month. May be deducted directly from your Franchise Commissions	See Note 37
Data Overage Fee	\$6 per 1GB based on current market rate for data	On demand. May be deducted from your Franchise Commissions	See Note 38
Hissho Label System Replacement Fee	\$750 per lost or damaged piece of equipment	On demand. May be deducted from your Franchise Commissions	See Note 39
Negotiated Retail Price Increase Fee	Some or all of the increase in revenue generated by a Franchisor negotiated increase in retail pricing at a Retail Host Location	Amounts will be retained prior to the payment of Franchise Commissions.	See Note 40

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

The percentage of sales that the Retail Host may retain as its share of Gross Sales (its "Service Commission") is negotiated directly by us or Lwin with the Retail Host and may vary among Food Retail Units. The Service Commission varies by Retail Host and location. A typical Service Commission is 25% but may range from 0% to 40% of Gross Sales. Service Commissions may fluctuate during the term of your Franchise Agreement. The amount remaining from Gross Sales after deduction of the Service Commission is referred to as "Net Sales." In other words, the Net Sales paid by the Retail Host ranges from 60% to 100% of Gross Sales. Any additional charges or changes in cost made by the Retail Host will be passed along to you and will be deducted from your Franchise Commissions.

When we receive the Net Sales from the Retail Host, we will remit to you the percentage of Gross Sales that we agree with you in the Franchise Agreement for each individual Food Retail Unit (your "Franchise Commissions"), but only after first deducting from your Franchise Commissions: (i) all amounts owed to us, including all fees listed in this Item 6; (ii) all amounts you owe to Lwin and/or affiliated suppliers for food and supplies and other purchases made by Franchisee, and (iii) any other amounts owed to us arising from loans, financings, advances, credits or deferrals made to you by us or our affiliates. After all deductions, we will remit the remainder of your Franchise Commissions to you. If after all deductions from the Franchise Commission there remains a negative balance, the negative balance will be carried forward to the next month, and if necessary, additional subsequent months, and the negative balance shall be deducted from your next Franchise Commissions. You will not be entitled to any Gross Sales or Net Sales except in the amount of the Franchise Commissions after all deductions

2. 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.

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

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

5. 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 Family Co (See Item 7) and are not refundable. 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 re-pay us, and these amounts owed may be deducted by us from your Franchise Commissions.

6. Initial equipment and small wares required for each Food Retail Unit are purchased from us, Lwin, or a third party drop ship vendor approved by us or Lwin, and are payable to us or Lwin. Any amounts paid to us or Lwin are in all cases non-refundable. The initial cost of equipment and small wares are estimated to be between \$1,000 and \$15,000 for each Full Service Sushi Bar and up to \$2,000 for each Satellite Sushi Bar, and between \$1,000 and \$25,000 for each Asian Food Bar, except that the cost of a food display case, sushi robot and the label machine are not included in these estimates.

7. 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 \$500 per month as a leasing cost. (See Item 7). If you operate a high volume location, we may require you to lease a sushi robot and charge a lease fee between \$500 to \$600 per month. Sushi robots may be available at certain locations for purchase. Pricing varies depending on distributor and financing may be available under Item 10 "Terms". Purchases of sushi robots are non-refundable.

8. You will also be required to lease a Hissho Label System for each Full Service Sushi Bar from us or our Affiliates. The Hissho Label System is touch screen terminal, with built-in high-speed label printers, designed specifically for back-of-house applications in the food service industry. You will pay us an Initial Lease Fee of \$1,500 and a monthly software license fee of \$110 per month in exchange for your use of the Hissho Label System. You may also be obligated to pay us a data overage fee if you exceed the included data usage. Branded uniforms are purchased from our affiliate, Lwin (See Item 7).

9. You will be required to purchase point of sale and other marketing materials from us including signs, banners, cards and other materials or marketing services provided to you to promote your Sushi Bar and the brand when you open and as you operate your Food Retail Unit. These estimated amounts will be paid to us as these materials are created and cost of services provided to you and will be deducted from your Franchise Commissions. The approximate amount of initial materials provided prior to opening are \$2,000 per Food Retail Unit, and we estimate an additional \$2,000 per Food Retail Unit in point of sale marketing materials will be provided you during each year of operation. The maximum annual required payments that you will be required to make are \$4,000 per Food Retail Unit. These fees are imposed by and payable to us, are not collected on behalf of nor paid to any third party and is non-refundable.

10. 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.

11. This fee is 75% of our then-current franchise fee for a full service 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.

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

13. If you ask us to consider or review a new product as part of your Sushi Bar, 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).

14. One copy of a Confidential Franchise Manual assembled by us will be loaned to you. All materials are given on loan and remain our property. We will charge you \$150 for the complete Confidential Franchise Manual set required by us initially. There is no annual fee. Periodically you will receive updates to the Franchise Manual. The Franchise Manual may be in the future available only in an electronic format. You will be required to return the Franchise Manual to us upon expiration or termination of your Franchise Contract. This fee is imposed by and payable to us, is not collected on behalf of nor paid to any third party and is non-refundable.

15. The SSOP/HACCP Food Safety Plan book is assembled by us and contains materials from vendors regarding the safety of food items as required by federal food regulation. A SSOP/HACCP Food Safety Plan will be provided to you for every Food Retail Unit. All materials are given on loan and remain our property. All fees are payable to us and are non-refundable.

16. Local and state governments may impose various business, resale, and license fees including health inspection fees or other charges. We may require you to pay for these fees out of pocket or we may pay them and charge you them plus an administration fee. If we pay these fees for you and/or provide services to assist you in obtaining business and/or health licenses, we will charge you, in addition to the costs and fees imposed by the applicable government body, a convenience fee of \$100 per license. If any other related fees are charged by business permit authorities or local health department authorities, we may pay these

amounts and deduct the fees from your Franchise Commissions. In addition to the direct fees from government authorities, we may impose an additional processing and administrative fee to cover our cost of getting you in compliance. These type of business permits are renewed annually or as required by the local and state authorities. All fees are non-refundable.

17. 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.

18. This fee is charged for each incident of noncompliance of your operational obligations under the requirements, procedures or policies of the Franchise Agreement, Franchise Manual or the SSOP/HACCP Food Safety Plan upon notice to Franchisee, whether or not you are entitled to cure the deficiency under the Franchise Agreement. This fee is also charged to you for failure to maintain required insurance coverages, in addition to the cost of the insurance if we have to obtain the insurance for the Food Retail Unit, and in addition to the Insurance Service Fee. This fee is imposed by and payable to us, is not collected on behalf of nor paid to any third party and is non-refundable.

19. 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.

20. Initial Training Programs are required and you are required to pay initial training fees of \$2,000-\$3000 per person (“Initial Training Fee”) for each equity owner of the franchise for each applicable training program. If you own multiple Food Retail Units then an Initial Training Program is required and provided in the amount of \$2,000 per person for at least the lead manager of each Full Service Sushi Bar or Asian Food Bar, and \$3000 per person for at least the lead manager of a combined Full Service Sushi Bar and Asian Food Bar. You may be required to successfully complete our Initial Training Program before you are approved as a franchisee or approved to acquire a franchise from us. Fees paid for the Initial Training Program are not refundable even if you do not acquire a franchise from us. See Item 11 for discussion of training programs provided. 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 imposed by and payable to us, is not collected on behalf of nor paid to any third party and is non-refundable, although we pay a portion of these fees to those organizations that offer these services.

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

23. Additional training, up to four sessions per year for one or two days each, is required and provided. The Operating Principal and the lead manager for each Food Retail Unit is 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.

24. We provide mandatory, additional and ongoing training. If you 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.

25. 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 you, your Operating Principal or your lead manager(s) to take additional training. This fee is charged for the daily training session and not on a per person basis. This fee is imposed by and payable to us, is not collected on behalf of nor paid to any third party and is non-refundable.
26. This fee is paid to us for our maintenance of the Hissho web site, other web services and email system and for the cost of providing you an email address at @hissho.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.
27. This fee is collected at the time you give consent to a background check and drug test, and must be paid by each owner or shareholder of the franchise. This fee is imposed by and payable to us although we will use a portion of this fee to pay for the cost of the background checks, credit check and drug testing and is non-refundable.
28. 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 and is intended to offset our costs in conducting required background checks, credit checks and drug tests.
29. 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.
30. This 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.
31. 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.
32. 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;

33. 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.

34. If you fail to obtain the required insurance coverages, we may at our option, purchase the insurance for you. If we purchase the insurance for you, we will charge you an Insurance Service Fee plus the cost of to obtain the insurance. The Insurance Service Fee will be one percent (1%) of your Gross Sales for the time period for which we made insurance payments on your behalf. Each time we purchase insurance for you, you will be charged the Insurance Service Fee. The Insurance Service Fee is imposed by and payable to us and, except for the cost of the required insurance, is not collected on behalf of nor paid to any third party, and is non-refundable.

35. 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.

36. This fee is paid to us for administration and maintenance of your limited wireless data plan and software associated with the tablet and label printer. This fee is imposed by and payable to us, and is non-refundable. Fees for wireless data usage above any set limits may be imposed in addition to the amounts listed in this Item.

37. This fee is paid to us if your wireless data usage exceeds the monthly allotted limit of 100mb. This fee is imposed by and payable to us and is non-fundable.

38. This fee is payable based upon damage to a tablet returned through the maintenance & technology program caused by the end user.

39. Franchisor shall have the right to retain some or all of the revenue collected from a Negotiated Retail Price Increase. Upon negotiation of an increase in retail pricing, Franchisor shall notify Franchisee of the Negotiated Retail Price Increase and notify Franchisee what percentage of the revenue resulting from Franchisor's efforts shall be retained by Franchisor. The term "Negotiated Retail Price Increase" means an increase in Gross Sales resulting from the negotiation by Franchisor of an increase in the retail sales price for food and beverage products from Franchisee's applicable Food Retail Units.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Estimated Low Amount	Estimated High Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee ⁽¹⁾	\$4,200	\$4,200	Lump Sum	At signing of Franchise Agreement	Us
Insurance ⁽²⁾	\$500	\$5,000	As arranged	As incurred	Insurers
Initial Training Fees, travel, living expenses during initial training ⁽³⁾	\$3,300	\$6,800	Lump sum and as incurred	Prior to training and expenses during training	Us, and suppliers of food and lodging
Professional Advisors ⁽⁴⁾	\$1,000	\$5,000	As arranged	As incurred	Attorneys and Accountants
Point of Sale Marketing Materials ⁽⁵⁾	\$300	\$2,000	Deducted as expense before	When delivered to you	Us, Lwin or suppliers of

Type of expenditure	Estimated Low Amount	Estimated High Amount	Method of payment	When due	To whom payment is to be made
			we pay amounts you earn		materials
Equipment, small-wares, label machine, tablet and computer ⁽⁶⁾	\$3,500	\$10,000	As arranged	As incurred	Lwin and suppliers
Initial food inventory, uniform and supply purchases ⁽⁷⁾	\$5,400	\$25,400	As arranged	As incurred	Lwin
Local and state business license fees and permits ⁽⁸⁾	\$100	\$5,000	As arranged	As incurred	Local Governments and Us
Initial SSOP/HACCP Book, Franchise Manual Loan Fees ⁽⁹⁾	\$300	\$300	Deducted as expense before we pay amounts you earn	When delivered to you	Lwin
Background Check, Credit Check and Drug Test ⁽¹⁰⁾	\$250	\$250	As arranged	In advance as incurred	Us
Additional funds (3 months initial phase) ⁽¹¹⁾	\$5,000	\$25,000	As arranged	As incurred	N/A
Total*	\$23,850	\$88,950			

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

1. The Initial Franchise Fee for your first Food Retail Unit is \$4,200. The Franchise Fee for second and subsequent Food Retail Units are prorated depending upon the length of term remaining on the Franchise Agreement for your first Food Retail Unit. Initial Franchise Fees are discussed in Item 5.

2. The figures in the chart are estimated annual insurance expenses for a single Food Retail Unit. In some cases, you may be required to pay the entire annual premium upon entering into an insurance contract. Costs vary among different underwriters and may be based on variables including types of coverage, amounts of coverage, how long you have been in business, your financial condition, your prior risks and location of your Food Retail Units. You must obtain in advance general liability insurance in the amount of \$2 million per occurrence limit, and \$2 million personal injury and advertising limit; \$4 million general aggregate, \$2 million Products and Completed Operations Aggregate, \$1 million umbrella liability; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual. If you fail to maintain the required insurance coverages, we may obtain the insurance and deduct it from your Franchise Commissions (see Item 6).

3. You will incur expenses associated with our Initial Training Program. The training fees and costs shown are for a single Full Service Sushi Bar or an Asian Food Bar. The Sushi Bar and Asian Food Bar training programs are separate programs and each of the two programs will last ten (10) days if taken separately. We provide instructors and instructional materials at the cost of \$2,000 per person, per program if taken separately. In addition, you will also need to arrange for transportation, food and lodging for yourself and any employees to be trained to our headquarters in Charlotte, North Carolina. The Initial Training Program is required for each equity owner for each applicable training program. If you own multiple Food Retail Units, the Initial Training Program is required for at least the lead manager of each Full Service Sushi Bar and Asian Food Bar. See Item 11 for discussion of training programs provided.

If any person who is required to take the Initial Training Program takes the Sushi Bar and Asian Food Bar training programs at the same time, then the training fee will be \$3,000 per person for the combined programs, and the number of training days will be adjusted to 15 days to avoid duplication of material.

All equity owners must take the full Initial Training Program at our headquarters in Charlotte, North Carolina. If lead managers of a Food Retail Unit, other than the equity owners, have substantial sushi chef experience, those individuals, at our discretion, may take a shortened 5-day training program at a Food Retail Unit where available. The cost for the 5-day program is \$1,000 per person, plus the cost of travel, food and lodging of our training representative, and the cost of travel, food and lodging of the trainee.

If any equity owners or the lead managers do not have sufficient sushi chef experience he/she must have additional sushi chef training for 10 to 20 days at a place we designate. The fee for sushi chef training is an additional \$2,000 per person plus the cost of accommodations, food and travel. The estimated cost of travel, lodging and food for 20 days is \$2,500.

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

The cost of all training programs will depend on the number of people trained, and the travel costs which will vary by the type of accommodations you choose that we estimate to be \$1,500 to \$2,500 per person for the initial training session. In addition, you must pay any wages due employees during training.

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

5. You will be required to purchase point of sale equipment, and other marketing materials including signs, banners, cards and other materials to promote your Sushi Bar 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 for a single Food Retail Unit.

6. The initial cost of equipment and small wares are estimated to be between \$1,000 and \$15,000 for each Full Service Sushi Bar, up to \$2,000 for each Satellite Sushi Bar, and between \$1,000 and \$25,000 for each Asian Food Bar, except that the cost of a food display case and the label machine are not included in these estimates.

If you operate a high volume location, we may require you to lease a sushi robot and charge you a lease fee in the range of \$500 to \$600 per month. Sushi robots may be available for purchase at certain locations. Pricing varies depending on distributor and financing may be available (See Item 10 "Terms"). Purchases of sushi robots are non-refundable.

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, then we will acquire a food display case and charge you \$500 per month as a leasing cost. In some cases, you may purchase some small wares directly from third party vendors and not from us.

You will also be required to lease the Hissho Label System from us or our Affiliates. You will pay us an Initial Lease Fee of \$1,500 in connection with your lease of the Hissho Label System. You will be obligated to pay us a Software License Fee of \$110 per month for each Hissho Label System. There is a \$150 fee payable to us for any label machine system returned to the label machine servicer that remains operable.

7. Branded uniforms are purchased from our affiliate, Lwin Family Co. We estimate that your initial food purchases will be sufficient to cover initial supplies of food products and supplies for the opening of

the Food Retail Unit for a one-month period for each Food Retail Unit. We estimate that your initial food purchase for a Full Service Sushi Bar to be from \$5,000 to \$25,000, and for an Asian Food Bar to be from \$5,000 to \$25,000. We estimate that initial purchases for a Satellite Sushi Bar to be approximately \$1,000 to \$6,000 for the initial 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 will purchase at least two sets of uniforms at the cost \$200 each. You will need to purchase two sets of uniforms for each additional employee at the cost of \$200 each.

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 re-pay us, and these amounts owed may be deducted by us from your Franchise Commissions.

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

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

10. After your application has been approved you will be required to pay \$250 per person for each owner or shareholder/member of your Franchise entity for background checks, credit checks, and drug tests. There is no application fee.

11. You will need capital to support on-going and miscellaneous expenses to the extent these costs are not covered by sales revenue. New businesses often generate a negative cash flow for some period of time. 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.

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

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Lwin provides food and other products consumed in Food Retail Unit operations, and at the current time Lwin is the only approved distributor of food for Food Retail Units. Lwin negotiates with high quality providers of sushi grade fish and other food items, condiments, utensils and supplies. Our Manager and Chief Executive Officer owns all of the stock of Lwin, and none of our other officers own any of the stock of Lwin or any of our suppliers. We may designate one supplier or vendor for any products 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.

You must purchase all other food items, ingredients, equipment, furnishings, supplies, materials, services, and other items used or offered for sale at the Food Retail Units or in connection with the operation of your Franchise, 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.

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.

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.

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.

We may from time to time revoke our approval of particular products or suppliers when 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.

Typically, we provide you the location of your Food Retail Unit which we or our affiliate have secured by agreement with our 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 site on which a Food Retail Unit is to be developed including approval of layout and design as well as the terms of any lease or other agreement. If you obtain your own location, and it is approved by us, the lease must be assigned to us and upon approval of the site we will permit you by agreement to operate a Food Retail Unit from the approved location. The documents must provide, in form and substance satisfactory to us, including provisions for quiet enjoyment. Leases must be bona fide and provide financial terms consistent with those prevalent in the area.

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

If we obtain a location suitable for operating a Satellite Sushi Bar within the vicinity of your Full Service Sushi Bar, we may offer the location to you. If we offer a Satellite Sushi Bar to you, you must take the Satellite Sushi Bar and operate it as your own. Upon your agreement to accept the Satellite Sushi Bar, you will sign an addendum to your Franchise Agreement. If you fail to do so, it will be a default of your Franchise Agreement.

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.

We estimate all of your purchases and leases will represent approximately 100% of the cost of all purchases and leases of goods and services to establish the franchised Food Retail Units and 100% of the cost to operate the franchised Food Retail Units, excluding wages, payroll taxes and any other costs that you incur to employ workers at your Food Retail Unit.

During our 2020 fiscal year, (a) we had total revenues of \$12,520,587 of which \$3,138,576 or 25.1% was derived from required franchisee purchases or leases; and (b) our affiliate Lwin Family Co had total revenues of \$ 42,206,881 of which \$ 42,206,881 or 100.0% of its total revenues were obtained from Franchisees in the following amounts: \$ 38,302,944 from the sale of food and supplies, and \$ 3,903,937 for services and fees and other sums received. The sources of the amounts directly following (a) are summarized and derived from amounts included in the audited financial statements, and the sources of the amounts directly following (b) are from the internal financial statements of our affiliate.

Except for the required label printer and tablets and certain standard software, you are not required to use a particular POS system or particular computer hardware or software systems. 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 on-going basis by e-mail. We provide you an email address in our system which uses “@hissho.com” which you must use and we use to communicate with you. The e-mail 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 e-mail messages, attachments, and other materials associated therewith for any business purpose. We charge you an administration/web fee of \$100 per month per email address to maintain such email addresses. The administration/web fee is described in Item 6.

You must purchase insurance in accordance with the Franchise Agreements as shown in Item 7.

There are no purchasing or distribution cooperatives.

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

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

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

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

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

	Obligation	Section in Agreement	Item in Disclosure Document
bb.	Use of premises	Franchise Agreement Section 5.A., 7.E., 15.B.(8), E. and G., and 16.A.	Item 16
cc.	Independent contractor	Franchise Agreement Section 20.	None
dd.	Shareholder or member guarantee obligations	Guarantee 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 Item 6). 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 in the form shown in Exhibit E to this disclosure document.

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

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

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

2. In our discretion we may finance the payment of part of your initial food inventory (See Item 7) purchase from our affiliate, Lwin Family Co 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 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 Family Co, 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 Family Co, may be withheld by us from Net Sales we receive from your Retail Host, including any of your obligations that arise from acceleration of advanced, loaned or deferred amounts.

It is not our practice or intent to sell, assign or discount to third parties all or part of financed or deferred amounts, although the form of Promissory Note 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 Family Co and its employees.

Pre-Opening Obligations

Before you open your Food Retail Unit, we will:

1. With respect to a location under our control or the control of our affiliate, offer you a specific location, subject to all requirements and terms of the Retail Host (Franchise Agreement, Section 5.A). We or our affiliate typically acquire the right to operate a Food Retail Unit within a Retail Host location, and extend the right to you to operate your Food Retail Unit as part of your Franchise Agreement. Under our agreement with the Retail Host, the Retail Host receives a negotiated percentage of proceeds from the Food Retail Unit, known as the Retail Host's Service Commission, and remits the remainder to us. We then apply a portion of these proceeds to the amounts you owe us for fees and financed costs, and any other items, and to our affiliate for food and supplies you have purchased. The remainder is then remitted to you, as your Franchise Commissions. (Franchise Agreement, Section 4.C)

2. If you currently operate at least one Food Retail Unit and want to open another at a location not currently under our control or the control of our affiliate, we may permit you to seek a location in a defined area. If you submit a site to us and we approve the site, you must assign the lease to us. 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.C). We must approve or disapprove your proposed site within 30 days, and of your lease with comments as to any disapproval within 20 days of our receipt of a copy of it. (Franchise Agreement, Section 5.B). If we disapprove a site that you have proposed then you will not be permitted to operate a Food Retail Unit at that location and to expand you will have to find a different site that we approve; however, you will not

have to pay us any initial fees until we have approved a site and the lease is signed for that site. We do not provide plans or specifications under the Franchise Agreement.

3. Provide an Initial Training Program as described below to instruct you as to the procedures and techniques to be used in the Franchised Business (Franchise Agreement, Section 3.A). The Initial Training Program is approximately ten days in duration consisting of classroom instruction and on-the-job training for all equity owners of your Franchise and at least one lead employee for each Food Retail Unit, but may be extended for those without sufficient experience up to 20 days.

4. Loan a copy of written (the "Manual" or "Franchise Manual") (Franchise Agreement, Section 9.A). The total number of pages in the Manual is 353, and the table of contents of the Franchise Manual is attached as Attachment A 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 Family Co., provide 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.

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 franchised Food Retail Unit we will:

1. Provide such training programs from time to time as we may deem appropriate (Franchise Agreement, Section 7.D). These training programs are offered from time to time through the year and are required.

2. 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 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 determine the menu, types of sushi offered, condiments and the development of new food offerings (Franchise Agreement, Section 7.H).

3. Provide to you advice and assistance in local marketing from time to time and, at your expense, promotional materials for local advertising (Franchise Agreement, Sections 3.C). Much of our advice and assistance in local marketing will be in the area of labeling, presentation, point of sale materials, and brand identification within the Retail Host location, subject to any requirements imposed by the Retail Host. In some cases, no trademark or brand identification may be permitted by the Retail Host except for labeling and presentation of products.

4. We will establish and administer a National Brand Fund (the "Brand Fund") that will include your Brand Fund Contributions and those of other Hissho Full Service, Hissho Sushi Bar, and Asian Food Bar

franchise owners, 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 Exhibit E: Franchise Agreement) shall be due and payable with the Royalty Fee (See Exhibit C: Franchise Agreement). All franchisees must contribute to the Brand Fund at the same rate of two percent (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 Hissho Full Service locations, Hissho Sushi Bars, and Asian Food Bars will make contributions to the Brand Fund on the same basis as required of the other franchise owners 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. (Exhibit E: Franchise Agreement). 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.

a. The Brand Fund will be used for marketing, advertising, production, and media expenses to promote the Hissho Sushi, Sushi with Gusto, and Oumi Sushi names, Systems, products, and services. The Brand Fund may be used to pay any and all costs of maintaining, administering, directing, and preparing advertising, including the cost of preparing and conducting television, radio, internet, social media, digital, electronic mail, magazine and newspaper advertising campaigns and other public relations activities, employing advertising agencies to assist in such campaigns or other activities, and providing customizable digital files and other marketing materials to franchise owners. We are entitled to receive the following from the Brand Fund: reimbursement of our expenses, overhead, and employee salaries for services provided to the Brand Fund, and rent for office space provided to the Brand Fund. Brand Fund Contributions not spent in the fiscal year in which they accrue are rolled over to the next fiscal year. The Brand Fund is not audited and the financial statements for the Brand Fund are not available to franchisees. 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 Hissho Full Service locations, Hissho Sushi Bars, and Asian Food Bars.

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

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

d. We will not prevent the formation of franchisee cooperatives. We may, in our sole discretion form, develop, and coordinate cooperatives. Currently, there are no regional or national marketing cooperatives for Hissho Full Service, Hissho Sushi Bar, Oumi Sushi, Sushi with Gusto, or Asian Food Bar franchisees. We encourage our franchisees to form and operate voluntary franchisee cooperative regional advertising associations (each a “Cooperative”). If a Cooperative is formed for your region, you must participate in the Cooperative or lose your right to vote as to Cooperative matters. The membership

of the Cooperative would be defined by us by market area. We reserve the right at any time, in our sole discretion, to form, change, dissolve, or merge Cooperatives and you will be obligated to contribute to the Cooperative in an amount established and approved by the Cooperative that will be in addition to your other required marketing expenditures.

5. Develop advertising materials and direct advertising programs for the Brand Fund with sole discretion over the creative concepts, materials, and media used in such programs (Franchise Agreement, Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**).
6. Provide as we deem advisable revisions periodically of the contents of the Franchise Manual and written operating materials (Franchise Agreement, Section 9.D).
7. Perform, as we deem advisable, inspections of the Food Retail Units, and evaluations of products sold and services rendered (Franchise Agreement, 3.F).
8. Provide services at your expense, as we determine necessary, with respect to onsite assistance, and the resolution of customer complaints and operating problems, including complaints from the Retail Host (Franchise Agreement, Section 4.D).
9. We are not obligated by the Franchise Agreement or any other agreement to provide any supervision, assistance or services in connection with the on-going operation of the franchised Food Retail Units other than as stated herein.

Site Selection

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

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

If we locate a suitable location for a Satellite Sushi Bar in the vicinity of your Full Service Sushi Bar, we may offer the Satellite location to you. If we offer the Satellite location to you, you must take the Satellite location and operate it as your own. The reason that you will be required to take such a location if offered is that Satellite locations must be serviced by other Full Service Sushi Bars in the region, and if you operate Full Service Sushi Bars in the region, we may be required by Retail Hosts or by choice to operate the Satellite location. If you agree to operate the offered Satellite location, you will sign an addendum to your Franchise Agreement. If you fail to do so, your Franchise Agreement for your Full Service Sushi Bar shall be in default and you may lose your right to operate your Full Service Sushi Bar.

Generally, we grant the right to operate a Food Retail Unit in a location we or Lwin control and have obtained from the Retail Host. Typically, you will not be asked or permitted to find locations for a Food Retail Unit, but in the event we offer you this possibility there are procedures you must follow. If you obtain a location you must propose the site for our approval including layout and design, before your acquisition by lease or purchase of any site for a Food Retail Unit, 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 with comments concerning the reasons for rejection. The factors which we consider in approving site include population, demographics, traffic counts of Retail Host, revenues of Retail Host and its deli, if applicable, signage available, visibility of the location and square footage.

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

Computer Hardware and Software

For the typical Food Retail Unit, you are not required to buy an electronic cash register or computer system because sales are made through the Retail Host POS system. You will need to buy a computer with basic capability to interact with the internet, receive and send emails using the Hissho email address we provide for you, Microsoft Office word processing and spread sheet capability, to submit orders and to receive monthly statements, but only for purposes of operating your business generally. You will also need to purchase a label printer and tablet that we specify. No specific type of data is necessary to be generated or stored in the computer system. To order supplies and food through the internet you will need to use an Excel spreadsheet system, although at this time you are permitted to prepare these documents by hand and fax them. We estimate that the cost will be \$500 - \$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. While you are not required to purchase any maintenance or support contracts for this computer, and computer operating system software patches are typically provided without separate charge, you can obtain an optional maintenance contract for the computer for approximately \$150 per year.

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.

Training

You must designate an individual to serve as your Operating Principal if Franchisee is a corporation, partnership, or limited liability company. For the qualifications required of an Operating Principal, see Item 15. Before the opening of your Food Retail Unit, the Operating Principal, if he has not previously attended our Initial Training Program, and all other equity owners of Franchisee, and at a minimum a lead employee for each Food Retail Unit, if you have multiple locations, must attend, complete, and perform satisfactorily in the Initial Training Program that we offer. After the opening of your Food Retail Unit, any person employed by you in the position of Food Retail Unit manager, and each Operating Principal, if he has not already attended our Initial Training Program, must attend and complete the Initial Training Program.

Your Operating Principal and each of the equity owners must attend the Initial Training Program at our headquarters in Charlotte, North Carolina. If you have multiple Food Retail Units, at least one lead employee per Food Retail Unit must satisfactorily complete the Initial Training Program, but if a lead

employee has substantial sushi experience, in our discretion, that employee may take an abbreviated 5-day program in a Food Retail Unit where available.

We offer an Initial Training Program for the Full Service Sushi Bar and Asian Food Bar. The classroom and business portion of the Initial Training Program, consisting of 90 hours over a period of 5 days, is the same for each program. The on-the-job training program, also consisting of 90 hours over a period of 5 days, differs and is designed specifically for either the Sushi Bar or the Asian Food Bar. If any person takes both the Sushi Bar training program and the Asian Food Bar training program at the same time, he/she may take a combined program consisting of 15 days rather than two separate programs of 10 days each. If the Operating Principal does not have substantial sushi experience, in our discretion, we may require additional on-the-job training up to 20 days.

The 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 program are taken at the same time, then the cost is discounted to \$3,000 per person. For a lead employee with extensive sushi experience, in our discretion, who qualifies for the 5-day program, the Initial Training Program fee may be lowered to \$1,000 per qualifying person. There is an additional training fee if we require additional, initial training of an inexperienced Operating Principal or equity owner.

Included within the fee is the cost of instructors and training materials for all required training programs; and you or your employees will be responsible for all other expenses incurred by them in connection with any training programs, including the cost of transportation, lodging and meals (which are estimated to be approximately \$1,000 per person per week plus wages).

The Operating Principal, your lead employees, and other employees must also attend such training programs and seminars as we may require, and such optional training programs that we may offer from time to time. You must pay to us, for each person attending such a program, the training fee then charged by us. If any training fee is imposed by us, the training fee will be in addition to any other expenses incurred by the persons attending training.

We currently provide training in our headquarters location. We may provide some training regionally in selected Food Retail Units. Location of training is at our discretion. The Initial Training Program will be approximately 10 days in duration; and an additional component consisting of on-the-job training requiring an additional 10-20 days, is conducted on an as-needed basis for trainees without advanced sushi preparation experience.

You may be required to pay for and complete successfully our Initial Training Program as a condition to our offering a Franchise to you. If you do not complete the Initial Training Program successfully, as we determine in our sole discretion, you will not be offered a Franchise, and we will not refund any fees you paid for the initial training. If you do complete the training successfully we are not required to offer you a Franchise, but in no event will we refund any fees you paid for your initial training.

If you or your lead employees do not have food safety certifications required by the State, they will be required to take the Food Safety Course & Certification Test for an additional 16 hours (ServSafe). The fee for this course is \$300 per trainee. If the trainee is required to re-take the test, they will be an additional \$50 for each test re-taken. You must have at least one manager on duty at all times with food safety certification at each Food Retail Unit.

Some state regulations require additional food safety certificates that are specific to their states. You may be required to take an additional certification course and test from the local authorities. Proof of certification will need to be provided to us. At least one lead employee on duty at all times at each Food Retail Unit must have a Food Safety Certification. You will need to ensure your employee obtains the certification at their local authority agency. Proof of certification will need to be provided to us. Food safety and certification courses and testing are done only at our headquarters in Charlotte. If the person does not attend

training in Charlotte, they will be required to attend the course and obtain certification on their own within thirty days prior to the opening of the Food Retail Unit.

Training should be scheduled so that your trainees graduate from the Initial Training Program approximately four weeks before the Food Retail Unit opens if it is not already operating. For trainees without advance experience in sushi preparation, additional on-the-job training is required for a period of 10-20 days in a Food Retail Unit as selected by us, and this on-the-job training should be completed prior to trainee being permitted to operate a Food Retail Unit. The fee for the Sushi Chef Training is \$2,000 per person trained. You will bear the cost of travel, upkeep and wages of any employee or trainee. Each trainee must complete the training program to our satisfaction in order to be certified as a Food Retail Unit manager.

If your Operating Principal does not satisfactorily complete training within sixty days of the execution of a Franchise Agreement, we have the right to terminate the Franchise Agreement.

The Initial Training Program will be coordinated by the Hissho Training and Development Department (See Chart Below), which is led by Lauren McGraw Kraemer. Ms. McGraw has 8 years of relevant experience in conducting management and leadership training programs in multiple countries. She has created tools and processes to support Franchise business owners in launching their business and thrive. Lauren is also a ServSafe certified instructor and trains franchisees in food safety. The instructional materials include a Franchise Manual, operations videos, power point presentations and supporting handouts and job aids.

Hissho Training and Development Department			
Name	Title	Years of Experience with Franchisor	Years of Other Related Experience
Zhao Dongmen	Corporate Trainer	22.5	44
Moo, Bleh	Corporate Trainer	6	5
Lauren McGraw Kraemer	Sr. Director of Training & Development	1.5	8
Chung Shu Yang	Corporate Trainer	1	10
Win Kyaw Myin	Corporate Trainer	1	1

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

TRAINING PROGRAM

Subject	Hours of Classroom Training & Hands-On Training	Hours of Hands-On Training	Location
Franchise Administrative Support	6	10	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Logistics & Inventory Management	4	4	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Operations Management & Quality Production	6	22	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Marketing, Customer Service, Merchandising	4	2	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Finance	4	2	Corporate Headquarters, Regional Locations and/or designated Sushi Bar

Subject	Hours of Classroom Training & Hands-On Training	Hours of Hands-On Training	Location
Food Safety & Compliance (ServSafe)	6	10	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Total Hours	30 Hours	50 Hours	Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Servsafe Manager Certification	16		Corporate Headquarters, Regional Locations and/or designated Sushi Bar
Additional Advanced Sushi Preparation: required only for trainees without advanced sushi preparation	n/a	10-20 Days	A company-operated location designated by us

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.

We will provide, from time to time, but no more than four times per year, additional mandatory training classes at our headquarters in Charlotte, North Carolina, or in various regional locations.

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

Advertising

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

We will establish and administer a National Brand Fund (the “Brand Fund”) that will include your Brand Fund Contributions and those of other franchise owners, 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 Exhibit E: Franchise Agreement) shall be due and payable with the Royalty Fee (See Exhibit C: Franchise Agreement). All franchisees must contribute to the Brand Fund at the same rate of two percent (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 Hissho Full Service locations, Hissho Sushi Bars, and Asian Food Bars will make contributions to the Brand Fund on the same basis as required of the other franchise owners 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. (Section Exhibit E: Franchise Agreement). 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.

The Brand Fund will be used for marketing, advertising, production, and media expenses to promote the Hissho Sushi, Sushi with Gusto, and Oumi Sushi names, Systems, products, and services. The Brand Fund may be used to pay any and all costs of maintaining, administering, directing, and preparing advertising, including the cost of preparing and conducting television, radio, internet, social media, digital, electronic mail, magazine and newspaper advertising campaigns and other public relations activities, employing advertising agencies to assist in such campaigns or other activities, and providing customizable digital files and other marketing materials to franchise owners. We are entitled to receive the following from the Brand Fund: reimbursement of our expenses, overhead, and employee salaries for services provided to the Brand Fund, and rent for office space provided to the Brand Fund. Brand Fund Contributions not spent in the fiscal year in which they accrue are rolled over to the next fiscal year. The Brand Fund is not audited and the financial statements for the Brand Fund are not available to franchisees. 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 Hissho Full Service locations, Hissho Sushi Bars, and Asian Food Bars.

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.

You must participate in any and all national advertising, marketing, and charitable promotions (“Promotions”), as Hissho designates and approves, in its sole discretion, and you will not have the right to decline participation in the Promotions, without Hissho’s prior consent.

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

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

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

There is currently no advertising council composed of franchisees but we reserve the right to establish such a council at any time upon written notice to you.

No other supervision, assistance, or services are provided by us or any parent or affiliate for the establishment or operation of a franchised Hissho Full Service

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.

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 approved by us. 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 our affiliate will enter directly into an agreement with our Retail Host under which we agree to pay the Retail Host a negotiated percentage of the revenues of sales from your Food Retail Unit. We will give you the right to operate the Food Retail Unit at the Retail Host under the Franchise Agreement. If our right to the location of your Food Retail Unit expires or is terminated for any reason, then your right to operate your Food Retail Unit shall be simultaneously terminated. If your Franchise Agreement is terminated we do not have an obligation to replace your Food Retail Unit, to offer you another Food Retail Unit, or to pay you any compensation.

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

If we locate a suitable location for a Full Service Sushi Bar or a Satellite Sushi Bar in your market area that is within thirty miles of one of your Food Retail Units, in our discretion, we may offer the location to you. If we offer the location to you, you must take the location and operate it as your own. If you agree to operate the offered Satellite location, you will sign an addendum to your Franchise Agreement and your Franchise Commission rate will not be less than the highest Franchise Commission rate you receive from any of your Full Service Sushi Bars. If you fail to accept and operate the new offered Food Retail Unit, your Franchise Agreement for your Food Retail Units shall be in default and you may lose your right to operate all of your Food Retail Units. If we require your Satellite Sushi Bar to convert to a Full Service Sushi Bar, and you fail to do so, your Franchise Agreement for all Food Retail Units shall be in default and you may lose your right to operate all Food Retail Units.

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

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

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

Your continuing right to operate a Food Retail Units is dependent upon your achievement of at least the sales volume of the preceding year. Some Retail Hosts may impose separate minimum sales volumes or improved minimum sales volumes as a condition to maintaining the location with the Retail Host.

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 and are:

Federal Registrations	Registration Number	Date of Registration
HISSHO.COM	3420301	4/29/2008
MADE FRESH DAILY. THAT'S HOW WE ROLL.	3880850	11/23/2010
HISSHO SUSHI Logo	3425488	5/13/2008
HISSHOSUSHI.COM	2617705	9/10/2002
hissho	4438557	11/26/2013
Maki Roll	4438558	11/26/2013
Hissho Sushi	4446171	12/10/2013
H Logo	4793847	8/18/2015
Tip us with compliments	4886077	1/12/2016
ōumi sushi	4976338	6/14/2016
OUMI SUSHI	4976335	6/14/2016
	5054002	10/4/2016
SUSHI WITH GUSTO	2702509	4/1/2003
	6074049	6/9/2020
HISSHO	6074050	6/9/2020
HISSHO SUSHI	6074048	6/9/2020
	6214426	12/8/2020

For all principal federal registrations, all necessary affidavits 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.

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

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

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

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

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

We have no patents pending.

Although we have not filed applications for copyright registrations for all items, we claim a copyright in our confidential Franchise Manual, advertising material, specifications, training handbooks, SSOP/HACCP Manual 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, manager and other employees may be required to enter into an agreement not to compete with Food Retail Units under the System and an agreement not to reveal confidential information obtained in the course of their employment 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 individually, or 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. If you sign the Franchise Agreement individually you must

meet the qualifications of an Operating Principal. If Franchisee is a corporation, partnership, or limited liability company, you 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.
- Complete successfully our Initial Training Program.
- Own a majority of the equity interest in your corporation or limited liability company during the entire period he serves as Operating Principal.
- Execute the Franchise Agreement and be individually bound by all your obligations under those agreements.
- Be approved by us.

If an Operating Principal is unable or elects not to continue to meet his obligations as Operating Principal, or if, in our 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.

You must take such precautions as we deem necessary to ensure that your Operating Principal maintains confidentiality of the information described in Item 14 and conforms with the covenants not to compete described in Item 17.

You and the shareholders or members of your company must have no involvement in any competing business during the term of the Franchise Agreement and for one year after expiration or termination of your Franchise Agreement, and you and your shareholders may not have any involvement in any sushi bar, or a shop, retail counter or restaurant that features sushi, and shall not offer menu items which are menu items produced at Food Retail Units during the term of the Franchise Agreement within 20 miles of any Food Retail Unit.

Your Food Retail Units must at all times be under the direct, on premises supervision of a manager who has satisfactorily completed our Initial Training Program. You must also maintain a competent, conscientious, trained staff, including a fully-trained 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).

The Operating Principal, manager and other employees may also be required to enter into an agreement not to compete with Food Retail Units under the System and an agreement not to reveal confidential information obtained in the course of their employment with you. See Item 17 for a description of these obligations.

Each individual who owns an interest in your corporation or limited liability company must sign the Franchise Agreement in his/her individual capacity and a guaranty 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.

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 may periodically specify or approve in writing. You must not use, or permit the use of, the premises for any other purpose or activity at any time without first obtaining our written consent. You may sell Hissho products only at the location specified in the Franchise Agreement, except for catering specifically directed by the Retail Host.

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

You must sell, or offer for sale only such items, products and services as we have expressly approved for sale in writing. You must sell, or offer for sale, all items, products, and services specified by us, and you must not deviate from our standards and specifications without our prior written consent. You must discontinue selling and offering for sale any items, products or services, which we may, in our discretion, disapprove in writing at any time. We have the right to change the types of authorized menu items, goods and services, and there are no limits on our rights to make changes.

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

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

For a description of your restrictions on some purchases, see Item 8 of this disclosure document.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A. and C.	The term expires earlier of 3 years from the date of Franchise Agreement or upon expiration or termination of Franchisor's right to remain or operate the Food Retail Unit. All Food Retail Units expire the same date as the first Food Retail Unit.
b. Renewal or extension of	Section 2.B.	One additional consecutive term of 3 years, subject to

the term		contractual requirements.
c. Requirements for Franchisee to renew or extend	Section 2.B.	<p>You must:</p> <ul style="list-style-type: none"> • Pay a renewal fee in the amount of 75% of Franchisor's then current Franchise Fee; • Provide written notice not less than 6 months prior to the end of the term. • Renovate and modernize Food Retail Unit premises. • Be in full compliance, not in defaults under any of the agreements with us. • Have satisfied all monetary obligations. • Retain the right to remain in possession of the Food Retail Unit premises for the Renewal Term. • Execute then current form of franchise agreement. • Execute a general release in a form prescribed by us. • Comply with our then-current qualification and training requirements. You may be asked to sign an agreement with materially different terms and conditions than your original agreement.
d. Termination by Franchisee	N/A	Franchisee may terminate the franchise agreement under any grounds permitted by law
e. Termination by Franchisor without cause	Section 1.E. and 2.B.(10)	If for any reason we or our affiliate loses the right to operate a Food Retail Unit in the franchised location, for any reason, your franchise will be terminated.
f. Termination by Franchisor with cause	Section 1.C. and 15.	We can terminate if you default under the Franchise Agreement or if for any reason we or our affiliate loses the right to operate a Food Retail Unit in the franchised location your franchise will be terminated. If we offer you an additional Satellite Sushi Bar or other Food Retail Unit and if you refuse to accept it, your franchise may be terminated; if there is death or disability of a primary shareholder.
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, 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.
h. "Cause" defined – non-curable defaults	Section 15.A. and B.	Non-curable defaults: bankruptcy (to the extent enforceable under federal bankruptcy law), insolvency, general assignment for benefit of creditors, filing of petition in bankruptcy unopposed by you; bill in equity or other proceeding for appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; a court of competent jurisdiction appoints a receiver or other custodian of any of your assets or property; proceedings for a composition with creditors under any state or federal law are instituted by or against you. The following defaults are non-curable at our option:

		failure to operate your Food Retail Unit immediately with regard to an existing Food Retail Unit, or on our designated opening date if the Food Retail Unit is not yet operating; transfer of any of rights or obligations under the Franchise Agreement, any interest in you, or substantially all of the assets in the Food Retail Unit, or the lease for the Food Retail Unit to a third party without our consent; disclosure of Confidential Information; knowingly maintaining false books or records or submitting any false reports to us; unauthorized use of any of our Proprietary Marks; premature termination of your rights to or possession of the Food Retail Unit location; material default under any lease or mortgage on the Food Retail Unit property; if you cease to operate or abandon the Food Retail Unit or attempt such; committing same previously cured default within 180 days of previous default; repeated defaults for failure to comply with Agreement; if for any reason Franchisor's right of possession or to operate the Food Retail Unit expires or is terminated; if you engage in any practice that threatens the health of any of Franchisee's customers; failure to comply with interim non-competition covenants of the Franchise Agreement; seeking to employ our employees or our affiliates' or other franchisees' employees; final judgment against you remains unsatisfied or of record for at least 30 days (unless a superseded bond is filed); your dissolution; execution is levied against your business or property; suit to foreclose any lien or mortgage against the franchised Food Retail Unit or equipment in it is instituted against you and not dismissed or bonded off within 60 days; the real or personal property of the franchised Food Retail Unit is sold after levy on it by any sheriff, marshal or constable; if you operate in violation of our food safety requirements; if you deny us the right to inspect, if you hire or induce employees to leave another franchisee.
i. Franchisee's obligations on termination/non-renewal	Sections 15.E.- G. and 16.A.-H. and 17.	Obligations include: cease operations and representing yourself as present or former franchisee; allow us to enter, take possession of and operate Food Retail Units; cease to use Confidential Information and Proprietary Marks and Trade Dress. complete de-identification; payment of amounts due; return of all correspondence, records and all other materials related to operating the Food Retail Unit; payment of our costs in enforcing obligations after termination; and, with respect to the Franchise Agreement, leave all furniture, fixtures, signs and equipment on the Food Retail Unit premises.
j. Assignment of contract by Franchisor	Section 14.A.	No restriction on our right to assign.
k. "Transfer" by Franchisee- definition	Section 14.B.	Includes transfer of interest (including mortgage or grant of security interest) in Food Retail Unit, Franchise Agreement or franchise or license rights or obligations thereunder or in you.

l. Franchisor approval of transfer by Franchisee	Section 14.B.-E.	We have the right to approve all transfers but will not unreasonably withhold approval, except we have sole discretion to require you to meet certain conditions before our approval of transfer of a controlling interest in a Food Retail Unit, Franchise Agreement or franchise or license rights or obligations thereunder or in you.
m. Conditions for Franchisor approval of transfer	Section 14.B.- D.	<p>Transfer is subject, where applicable, to our option to purchase and is subject to terms of other agreements, if any. Transfer of controlling interest is subject to any or all of the following conditions at our sole discretion: satisfaction of all monetary obligations; no defaults; you sign release and agree to remain liable for specified period; assumption of your obligations and obligations of any transferor who is a guarantor of your obligations; new franchisee qualifies; current agreements signed by new franchisee and guarantee of such agreements signed by shareholders or members of transferee; transferee to upgrade Food Retail Unit to then-current standards; your continued liability for obligations prior to transfer; completion of training programs by transferee's Operating Principal and managers; payment of \$1,500 per Food Retail Unit as a transfer fee.</p> <p>We may at our discretion require a transferee to sign our current form of Franchise Agreement with new terms and provisions with the payment of a prorated Franchise Fee for the time remaining under the term of the Franchise or with payment of a full Franchise Fee with the grant of a new three year term.</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.C.	We can match any offer to purchase a controlling interest in a Food Retail Unit or Franchise Agreement.
o. Franchisor's option to purchase Franchisee's business	Sections 14.C. and D.	We can match any offer to purchase a controlling interest in a Food Retail Unit or Franchise Agreement. We can purchase your interest if there is a transfer after death and 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, customers or employees to any competitor; no injury of our goodwill; no involvement in competing business in a sushi bar, or a shop or restaurant that features sushi, and shall not offer any items which are menu items; no involvement in any competing location within 20 miles of any Food Retail Unit.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.	Franchise Agreement provides: no involvement in competing business in a sushi bar, or a shop or restaurant that features sushi, and shall not offer any items which are menu items within the State in which there is a Food Retail Unit for a period of one year after termination of the

		Franchise Agreement; no involvement in any competing location within 20 miles of any Food Retail Unit for a period of one year after termination of the Franchise Agreement.
s. Modification of the agreement	Sections 17.C. and D; 23. And 24.A. and C.	No modifications generally unless agreed to and executed by the parties to the original agreement, except Franchisor may reduce the scope of any covenants of non-competition. If a court determines unreasonable and unenforceable provisions shall be replaced by maximum duty permitted by law. Any invalid provision of the Franchise Agreement shall be severed from the Franchise Agreement.
t. Integration/merger clause	Section 23.	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 25.	Arbitration is provided for dispute resolution, except for certain claims.
v. Choice of forum	Sections 25 and 26.B.	All disputes shall be arbitrated in the city where Hissho International, LLC's headquarters is located, subject to the requirements of your state's laws, except if you breach the Agreement we may obtain a preliminary injunction from a court whose district includes the county in which you operate the business.
w. Choice of law	Section 26.A.	North Carolina law applies, except laws of state of your principal place of business apply to provisions that are not enforceable under North Carolina law.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

ITEM 20: OUTLET AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For the Years 2018 to 2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee Owned Units	2018	943	1205	+262
	2019	1205	1468	+263
	2020	1468	1704	+236
Company-Operated	2018	174	101	-73
	2019	101	248	+147
	2020	248	122	-126
Total Outlets	2018	1117	1306	+189
	2019	1306	1716	+410
	2020	1716	1826	+110

Table No. 2
Transfers of Outlets
From Franchisees to New Owners (other than the Franchisor)
For Years 2018 to 2020

State	Year	Number of Transfers
AL	2018	0
	2019	1
	2020	0
AZ	2018	4
	2019	12
	2020	9
CA	2018	15
	2019	20
	2020	18
CO	2018	4
	2019	7
	2020	9
CT	2018	1
	2019	0
	2020	0
DC	2018	0
	2019	6
	2020	0
FL	2018	1
	2019	4
	2020	0

State	Year	Number of Transfers
GA	2018	4
	2019	0
	2020	7
IA	2018	0
	2019	0
	2020	2
ID	2018	0
	2019	2
	2020	0
IL	2018	0
	2019	0
	2020	0
IN	2018	11
	2019	4
	2020	14
KS	2018	2
	2019	0
	2020	4
KY	2018	1
	2019	2
	2020	1
MA	2018	0
	2019	1
	2020	0
MD	2018	5
	2019	2
	2020	2
MI	2018	15
	2019	9
	2020	6
MN	2018	6
	2019	6
	2020	16
MO	2018	8
	2019	1
	2020	1
MS	2018	0
	2019	0
	2020	1
NC	2018	1

State	Year	Number of Transfers
	2019	6
	2020	0
NE	2018	4
	2019	1
	2020	1
NJ	2018	0
	2019	2
	2020	1
NM	2018	0
	2019	0
	2020	0
NV	2018	4
	2019	2
	2020	0
NY	2018	3
	2019	2
	2020	5
OH	2018	8
	2019	6
	2020	7
OK	2018	7
	2019	2
	2020	14
OR	2018	0
	2019	2
	2020	2
PA	2018	15
	2019	8
	2020	11
RI	2018	3
	2019	0
	2020	0
SC	2018	2
	2019	2
	2020	1
TN	2018	4
	2019	5
	2020	6
TX	2018	2
	2019	2

State	Year	Number of Transfers
	2020	18
UT	2018	3
	2019	0
	2020	2
VA	2018	1
	2019	6
	2020	0
VT	2018	0
	2019	0
	2020	1
WA	2018	2
	2019	2
	2020	3
WI	2018	17
	2019	28
	2020	20
WV	2018	0
	2019	0
	2020	12
Totals	2018	153
	2019	153
	2020	194

Table No. 3
Status of Franchise Outlets
For Years 2018 to 2020

State	Year	Outlets at Start of the Year	Outlets Opened & Acquired From Company Operated	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operation other reasons	Outlets at End of the Year
AL	2018	6	14	3	5	2	0	10
	2019	10	8	1	0	0	3	14
	2020	14	2	1	0	0	0	15
AR	2018	11	0	0	0	0	0	11
	2019	11	0	1	0	0	0	10
	2020	10	11	2	0	2	0	17
AZ	2018	33	9	2	0	2	0	38
	2019	38	15	4	7	0	0	42
	2020	42	12	5	1	2	0	46
CA	2018	81	37	18	3	1	1	95

State	Year	Outlets at Start of the Year	Outlets Opened & Acquired From Company Operated	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operation other reasons	Outlets at End of the Year
	2019	95	38	9	2	0	0	122
	2020	122	25	13	1	1	0	132
CO	2018	29	8	1	0	0	0	36
	2019	36	9	1	0	0	1	43
	2020	43	10	5	1	0	0	47
CT	2018	5	5	1	0	0	0	9
	2019	9	5	3	0	0	0	11
	2020	11	32	1	0	0	0	42
DC	2018	10	3	1	0	0	1	11
	2019	11	15	14	0	0	0	12
	2020	12	15	0	0	1	0	26
DE	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2
	2020	2	3	0	0	1	0	4
FL	2018	22	27	12	0	0	0	37
	2019	37	16	6	0	0	9	38
	2020	38	17	9	0	0	5	41
GA	2018	21	9	0	2	0	2	26
	2019	26	0	0	0	0	0	26
	2020	26	4	3	1	0	2	24
IA	2018	0	2	0	0	0	0	2
	2019	2	5	0	0	0	0	7
	2020	7	1	2	0	0	0	6
ID	2018	2	0	0	0	0	0	2
	2019	2	2	0	2	0	0	2
	2020	2	0	0	0	0	0	2
IL	2018	8	4	3	0	0	0	9
	2019	9	5	3	1	0	0	10
	2020	10	5	2	0	0	0	13
IN	2018	26	19	10	0	0	5	30
	2019	30	3	4	0	0	1	28
	2020	28	13	11	2	0	1	27
KS	2018	20	4	0	2	0	2	20
	2019	20	1	2	0	0	2	17
	2020	17	2	2	0	0	0	17
KY	2018	12	3	2	0	0	0	13
	2019	13	9	4	0	0	1	17

State	Year	Outlets at Start of the Year	Outlets Opened & Acquired From Company Operated	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operation other reasons	Outlets at End of the Year
	2020	17	1	0	0	0	0	18
LA	2018	2	5	0	0	0	0	7
	2019	7	13	0	0	0	0	20
	2020	20	5	4	0	0	0	21
MA	2018	20	4	1	0	0	0	23
	2019	23	11	0	0	3	1	30
	2020	30	30	0	0	0	0	60
MD	2018	8	9	0	1	0	0	16
	2019	16	30	0	0	0	0	46
	2020	46	27	0	0	1	2	70
MI	2018	53	46	11	0	2	0	86
	2019	86	43	17	0	2	0	110
	2020	110	20	9	1	2	0	118
MN	2018	38	8	3	0	0	0	43
	2019	43	5	11	0	0	0	37
	2020	37	15	8	0	0	0	44
MO	2018	18	7	4	0	0	1	20
	2019	20	2	4	0	0	5	13
	2020	13	4	5	0	0	0	12
MS	2018	20	4	1	1	0	0	22
	2019	22	2	0	0	0	0	24
	2020	24	3	2	0	0	0	25
NC	2018	35	27	4	0	2	1	55
	2019	55	11	4	0	1	4	57
	2020	57	13	16	1	0	3	50
NE	2018	13	6	0	0	0	0	19
	2019	19	5	0	0	0	0	24
	2020	24	5	0	0	0	0	29
NH	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NJ	2018	15	1	0	0	0	0	16
	2019	16	13	3	0	0	1	25
	2020	25	24	1	0	0	3	45
NM	2018	7	4	2	0	0	0	9
	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9

State	Year	Outlets at Start of the Year	Outlets Opened & Acquired From Company Operated	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operation other reasons	Outlets at End of the Year
NV	2018	8	7	0	3	0	0	12
	2019	12	2	1	0	0	0	13
	2020	13	2	1	0	0	0	14
NY	2018	26	20	7	0	0	3	36
	2019	36	33	5	2	0	1	61
	2020	61	34	9	1	0	4	81
OH	2018	29	26	3	0	0	0	52
	2019	52	20	13	0	0	3	56
	2020	56	21	31	0	0	4	42
OK	2018	24	7	4	0	0	0	27
	2019	27	4	4	0	0	0	27
	2020	27	15	14	0	0	0	28
OR	2018	16	5	0	0	0	0	21
	2019	21	4	1	0	0	1	23
	2020	23	5	6	0	2	0	20
PA	2018	73	31	2	5	1	0	96
	2019	96	31	7	0	2	2	116
	2020	116	32	12	1	0	1	134
RI	2018	3	0	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	13	5	0	0	0	12
SC	2018	20	10	13	0	1	0	16
	2019	16	3	2	0	0	0	17
	2020	17	12	8	0	0	0	21
TN	2018	38	11	1	0	1	1	46
	2019	46	10	6	2	0	2	46
	2020	46	19	13	3	0	3	46
TX	2018	29	11	0	2	0	0	38
	2019	38	23	3	0	0	0	58
	2020	58	21	9	2	0	2	66
UT	2018	5	2	2	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	1	1	0	0	0	5
VA	2018	17	27	7	1	0	2	34
	2019	34	24	7	0	1	6	44
	2020	44	33	3	0	1	0	73
VT	2018	0	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened & Acquired From Company Operated	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operation other reasons	Outlets at End of the Year
	2019	0	2	0	0	0	0	2
	2020	2	1	1	0	0	0	2
WA	2018	16	4	2	0	0	0	18
	2019	18	15	1	0	0	0	32
	2020	32	4	13	0	0	0	23
WI	2018	122	35	11	0	8	4	134
	2019	134	32	9	3	1	1	152
	2020	152	23	12	2	0	1	160
WV	2018	1	0	0	0	0	0	1
	2019	1	14	0	0	0	0	15
	2020	15	13	12	0	0	0	16
Total	2018	943	461	131	25	20	23	1205
	2019	1205	486	150	19	10	44	1468
	2020	1468	548	251	17	13	31	1704

Table No. 4
Status of Company-Operated Outlets
For Years 2018 to 2020

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
AL	2018	7	0	6	1	3	9
	2019	9	0	0	0	7	2
	2020	2	0	0	0	2	0
AR	2018	2	0	0	0	0	2
	2019	2	0	1	0	0	3
	2020	3	11	0	0	3	11
AZ	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
CA	2018	20	4	3	4	5	18
	2019	18	1	0	0	12	7
	2020	7	0	1	0	7	1
CO	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	3	0	0	3
CT	2018	8	3	0	5	1	5

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2019	5	21	0	5	0	21
	2020	21	4	0	0	18	7
DC	2018	0	0	0	0	0	0
	2019	0	10	0	0	0	10
	2020	10	0	0	0	10	0
FL	2018	2	4	1		1	6
	2019	6	1	1	5	1	2
	2020	2	0	0	1	1	0
GA	2018	2	1	1	1	1	2
	2019	2	0	0	2	0	0
	2020	0	0	0	0	0	0
IL	2018	5	1	0	0	1	5
	2019	5	0	0	0	5	0
	2020	0	0	0	0	0	0
IN	2018	3	0	0	1	1	1
	2019	1	0	0	1	0	0
	2020	0	0	0	0	0	0
IA	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	0	1	0	1	1
KS	2018	3	0	0	0	2	1
	2019	1	0	0	0	1	0
	2020	0	1	0	0	0	1
KY	2018	2	0	8	0	1	9
	2019	9	1	3	1	4	8
	2020	8	0	0	8	0	0
LA	2018	0	4	0	0	0	4
	2019	4	0	0	3	0	1
	2020	1	0	0	1	0	0
MA	2018	0	1	0	0	0	1
	2019	1	25	3	0	4	25
	2020	25	0	0	0	23	2
MD	2018	1	0	0	0	1	0
	2019	0	18	0	0	0	18
	2020	18	0	0	1	17	0
MI	2018	15	2	2	0	15	4
	2019	4	0	1	0	4	1
	2020	1	2	1	0	1	3

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
MN	2018	0	0	0	0	0	0
	2019	0	0	7	0	0	7
	2020	7	0	0	0	7	0
MO	2018	1	0	0	0	1	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
MS	2018	1	0	0	0	1	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
NC	2018	15	1	2	0	13	5
	2019	5	23	2	1	4	25
	2020	25	23	3	0	3	48
NH	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
NJ	2018	1	0	0	0	1	0
	2019	0	25	0	0	0	25
	2020	25	0	0	0	23	2
NM	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
NY	2018	14	0	0	7	5	2
	2019	2	32	2	0	0	36
	2020	36	0	4	4	27	9
OH	2018	14	0	0	1	11	2
	2019	2	0	1	2	0	1
	2020	1	1	7	0	1	8
OR	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	1	0	0	1	1
OK	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
OR	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1
PA	2018	14	1	2	1	10	6
	2019	6	0	6	1	4	7

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2020	7	0	0	0	5	2
RI	2018	0	0	0	0	0	0
	2019	0	7	0	0	0	7
	2020	7	4	0	0	7	4
SC	2018	1	0	1	0	1	1
	2019	1	6	1	0	1	7
	2020	7	2	0	0	1	8
TN	2018	3	0	0	1	2	0
	2019	0	1	5	0	0	6
	2020	6	2	3	1	2	8
TX	2018	7	0	0	2	4	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	1	0
UT	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
VA	2018	21	5	0	2	18	6
	2019	6	15	0	0	0	21
	2020	21	1	0	0	22	0
WA	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
WI	2018	12	0	3	0	4	11
	2019	11	0	0	0	7	4
	2020	4	0	3	0	4	3
Total	2018	174	27	29	26	103	101
	2019	101	189	33	21	54	248
	2020	248	52	26	16	187	122

Table No.5
Projected Openings as of December 31, 2020

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected Company-Operated Outlets In The Current Fiscal Year
Alabama	0	0	0
Arkansas	0	0	0
Arizona	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected Company-Operated Outlets In The Current Fiscal Year
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
District of Columbia	0	0	0
Florida	1	0	0
Georgia	0	0	0
Iowa	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Massachusetts	0	0	0
Maryland	10	2	0
Michigan	0	0	0
Minnesota	1	0	0
Missouri	0	0	0
Mississippi	0	0	0
North Carolina	1	1	1
Nebraska	0	0	0
New Jersey	0	0	0
Nevada	0	0	0
New York	0	3	0
Ohio	1	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	30	0
South Carolina	1	1	0
Tennessee	0	0	0
Texas	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
Wisconsin	0	0	0
West Virginia	0	1	0
Total	15	38	1

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

The names, addresses, and telephone numbers of all 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 the year, or who has not communicated with us within 10 weeks of the date of this Franchise Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In 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.”

ITEM 21: FINANCIAL STATEMENTS

The financial statements and other documents listed below are attached to this disclosure document as its Exhibit D in the following order: (1) Audited financial statement for the period January 1, 2020 through December 31, 2020; (2) Audited financial statement for the period January 1, 2019 through December 31, 2019, (3) January 1, 2018 through December 31, 2018.

ITEM 22: CONTRACTS

The contracts following this item are listed in the order in which they appear.

- E. FRANCHISE AGREEMENT
- F. TRAINING AND CONFIDENTIALITY AGREEMENT
- G. AFFIDAVIT OF OWNERSHIP
- H. PROMISSORY NOTE

ITEM 23: RECEIPTS

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

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

LIST OF STATE ADMINISTRATORS

CALIFORNIA:

Department of Financial Protection
and Innovation
1-866-275-2677

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

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

San Diego
1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 525-4233

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:

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

MINNESOTA:

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

NEW YORK:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8285

NORTH DAKOTA:

North Dakota Securities Department
State Capitol, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

OREGON:

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

RHODE ISLAND:

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

SOUTH DAKOTA:

Franchise Administrator
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
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, 4th Floor
345 W. Washington Avenue
Madison, WI 53703
(608) 266-8557

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

LIST OF AGENTS FOR SERVICE OF PROCESS

<p>CALIFORNIA Commissioner of Corporations Department of Corporations 1515 K Street, Suite 200 Sacramento, CA 95814</p>	<p>NEW YORK New York Secretary of State 99 Washington Avenue Albany, NY 12231-0001</p>
<p>DELAWARE Corporate Creations Network Inc. 3411 Silverside Road Tatnall Building Ste 104 Wilmington, Delaware 19810</p>	<p>NORTH CAROLINA Corporate Creations Network Inc. 15720 Brixham Hill Avenue #300 Charlotte, NC 28277</p>
<p>HAWAII Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813</p>	<p>NORTH DAKOTA Securities Commissioner of North Dakota State Capitol, 5th Floor 600 East Boulevard Avenue Bismarck, ND 58505</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, IL 62706</p>	<p>OREGON Director of the Department of Consumer and Business Services 350 Winter Street NE, Room 410 Salem, OR 97301-3881</p>
<p>INDIANA Securities Commissioner Indiana Secretary of State 201 State House Indianapolis, IN 46204</p>	<p>RHODE ISLAND Director of Department of Business Regulation, Securities Division, John O. Pastore Center, Bldg. 69, 1st Floor, 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9585</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410.576.6360</p>	<p>SOUTH DAKOTA Director Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-3563</p>
<p>MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48910</p>	<p>VIRGINIA Clerk, State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371.9733</p>
<p>MINNESOTA Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198</p>	<p>WASHINGTON Director, Securities Division Department of Financial Institutions 150 Israel Road, SW Tumwater, WA 98501</p>
	<p>WISCONSIN Wisconsin Commissioner of Securities Department of Financial Institutions, 4th Floor 345 W. Washington Avenue Madison, WI 53703</p>

EXHIBIT C – FRANCHISE LIST
Hissho International, LLC
Franchise Disclosure Document

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.

Below are the names and contact information for all active franchisees as of the end of our last fiscal year.

The names, addresses, and telephone numbers of all current operational franchisees and the address and telephone number of each of their Food Retail Units as of December 31, 2020.

Franchisee Name	Franchise Unit	Address	Phone
Dana Wang	University of Alabama Birmingham - Mein Bowl	1400 University Blvd Birmingham AL 35233-1501	205-934-4011
Dana Wang	University of Alabama Birmingham - Sushi	1400 University Blvd Birmingham AL 35233-1501	205-934-4011
Z&K Enterprise Inc.	University of Alabama Huntsville - Blue's Tech Hall	5000 Technology Dr NW Huntsville AL 35805-1980	256-824-5124
Z&K Enterprise Inc.	University of Alabama Huntsville - Charger Brew	4700 Holmes Ave Huntsville AL 35899-0001	256-824-5124
Z&K Enterprise Inc.	University of Alabama Huntsville - Charger Village Food Court	507 John Wright Dr NW Huntsville AL 35805	256-824-5124
Z&K Enterprise Inc.	University of Alabama Huntsville - Mein Bowl	4705 Holmes Ave Huntsville AL 35899-0001	256-824-5124
Z&K Enterprise Inc.	University of Alabama Huntsville - Sushi	4705 Holmes Ave Huntsville AL 35899-0001	256-824-5124
Gin Sum Mung	Troy State University - Sushi	117 Adams Center Troy AL 36082-0001	334-670-3454
Karen Mou	Sprouts #481	7504 Highway 72 W Madison AL 35758-9595	256-203-8334
Patrick James Abraham	Samford University	800 Lakeshore Dr Homewood AL 35209-6715	205-726-2011
Sany LLC	Jacksonville State University - Mein Bowl	700 Pelham Rd N Jacksonville AL 36265-1602	
Sany LLC	Jacksonville State University - Sushi	700 Pelham Rd N Jacksonville AL 36265-1602	
Skyhope Inc.	Troy State University - Mein Bowl	117 Adams Center Troy AL 36082-0001	334-670-3454
Ti Law Ka	Sprouts #480	5250 Medford Dr Suite 120 Hoover AL 35244-2104	205-263-4970
Ti Law Ka	Sprouts #482	5265 Highway 280 Birmingham AL 35242-5315	205-263-2808
His Hands Roll Corp.	Kroger #630	8415 W Markham St Little Rock AR 72205-2405	501-227-7262
His Hands Roll Corp.	Kroger #636	614 Beechwood St Little Rock AR 72205-3847	501-666-0102
Mang Cung Lian	Kroger #622	14000 Cantrell Rd Little Rock AR 72223-1517	501-225-4588
Min Khaing	Harding University - Hammon Student Center	915 E Market Ave Searcy AR 72149	
Min Khaing	Harding University - Market at Mabee	915 E Market Ave Searcy AR 72149	
Min Khaing	Harding University - Market at P.O.D.	915 E Market Ave Searcy AR 72149	
Min Khaing	Kroger #613	1295 W Main St Cabot AR 72023	
Min Khaing	Kroger #639	2509 McCain Blvd North Little Rock AR 72116-7606	501-758-8660
Min Khaing	Kroger #642	6929 JFK Blvd North Little Rock AR 72116-5312	501-835-0400
Ngin Zo Laang	Kroger #623	16105 Chenal Pkwy Ste B Little Rock AR 72223-4824	501-821-6834
Sian Sun Corporation	Kroger #582	10300 N Rodney Parham Rd Little Rock AR 72227-4845	501-624-0259
Sian Sun Corporation	Kroger #606	110 Commons Dr Maumelle AR 72113-7266	501-210-7670
Sian Sun Corporation	Kroger #624	1109 W Main St Russellville AR 72801-3507	479-890-3400

Franchisee Name	Franchise Unit	Address	Phone
Tha Lian Hmung	Veterans Canteen Service #598	4300 West 7th St Little Rock AR 72205	501-257-5280
Tha Lian Hmung	Veterans Canteen Service #895	2200 Fort Roots Drive, Bldg. 170 North Little Rock AR 72114	501-257-2131
Thang Lianmang Samte	Kroger #637	1410 Military Rd Benton AR 72015-2913	731-427-1559
Thang Lianmang Samte	Kroger #637 ATG	1410 Military Rd Benton AR 72015-2913	731-427-1559
CHERRY PAR, LLC	Sprouts #014	2582 S Val Vista Dr Gilbert AZ 85295-0726	480-821-1511
Daniel Bawi Lian Thang	Sprouts #017	1625 E Glendale Ave Phoenix AZ 85020-5521	602-385-2150
David Chan	Sprouts #001	1959 W Ray Rd Chandler AZ 85224-4007	480-732-1012
David Chan	Sprouts #015	2855 S Alma School Rd Chandler AZ 85286-4401	480-814-2700
David Chan	Sprouts #016	4735 E Ray Rd Unit A 001 Phoenix AZ 85044-6233	480-295-4901
David Chan	Sprouts #033	4065 S Gilbert Rd Chandler AZ 85249-2702	602-385-3392
David Rodriguez	Sprouts #042	18755 S Nogales Hwy Green Valley AZ 85614-0400	520-729-3370
Dawt Chin	Sprouts #044	5355 E Carefree Hwy Building A Cave Creek AZ 85331-9080	
Hau Sawm Cing	Sprouts #032	21181 S Ellsworth Loop Rd Queen Creek AZ 85142-9855	602-385-3392
James Do Cin Khat Pum	Sprouts #008	2824 E Indian School Rd Phoenix AZ 85016-6863	602-553-3131
Jung Bangu	Veterans Canteen Service #678	3601 South 6th Ave Tucson AZ 85723	520-629-1844
Kyawt Kyawt Aung	Sprouts #018	245 E Bell Rd #15 Phoenix AZ 85022-2353	602-218-4949
Lucy Iang Men	Veterans Canteen Service #644	650 E Indian School Rd Phoenix AZ 85012-1839	602-222-6421
Lun Kap Lian	Sprouts #035	1590 S 4TH Ave Unit A Yuma AZ 85364-4638	928-388-6016
Mang Sian Sut	Sprouts #034	2060 E Baseline Rd Mesa AZ 85204-6965	480-401-3758
Mang Sian Sut	Sprouts #040	7700 S 59th Ave LaVeen AZ 85339-3064	
May Soe	Sprouts #039	8787 N Scottsdale Rd Scottsdale AZ 85253-2325	
Mual Zang LLC	Sprouts #041	3320 N 7TH Ave Phoenix AZ 85013-4109	
Nawarat LLC	Sprouts #022	7877 E Broadway Blvd Tucson AZ 85710-3943	520-546-6112
Nawarat LLC	Sprouts #023	4282 N 1ST Ave Tucson AZ 85719-1026	520-407-5132
Nawarat LLC	Sprouts #024	4645 E Speedway Blvd Tucson AZ 85712-4633	520-325-1320
Ngun Thawng Cung	Sprouts #019	4402 N Miller Rd Scottsdale AZ 85251-3604	480-941-6001
Ngun Za Tial	Sprouts #004	12415 N Tatum Blvd Phoenix AZ 85032-7708	602-971-4177
Ngun Za Tial	Sprouts #007	8040 N 19TH Ave Phoenix AZ 85021-5101	602-864-6130
Nyi Nyi Lwin	Raytheon Corp. - Cafe 800	1151 E Hermans Rd Tucson AZ 85756-9367	520-794-7758
Nyi Nyi Lwin	Raytheon Corp. - Cafe 801	1151 E Hermans Rd Tucson AZ 85756-9367	520-794-7758
Nyi Nyi Lwin	Raytheon Corp. - Cafe 842 & MO2	1151 E Hermans Rd Tucson AZ 85756-9367	520-794-7758
Nyi Nyi Lwin	Raytheon Corp. - Cafe 848	1151 E Hermans Rd Tucson AZ 85756-9367	520-794-7758
Pau Sushi LLC	Sprouts #020	1706 E Southern Ave Tempe AZ 85282-5613	480-821-1511
Pau Sushi LLC	Sprouts #038	931 E Elliot Rd Ste 110 Tempe AZ 85284-1578	480-567-7040
Peter Yinghtang	Sprouts #011	7665 N Oracle Rd Oro Valley AZ 85704-6310	520-297-5446

Franchisee Name	Franchise Unit	Address	Phone
Peter Yingtang	Sprouts #021	3860 W River Rd Tucson AZ 85741-3793	520-204-1787
Pum Sushi, LLC	Sprouts #002	9301 E Shea Blvd Ste 132 Scottsdale AZ 85260-6736	480-551-9665
Rem Ruat	Sprouts #043	1240 S Signal Butte Rd Mesa AZ 85209-1602	
Sang Aye Win	Sprouts #029	23269 N Scottsdale Rd Scottsdale AZ 85255-4481	480-295-4789
Sang Aye Win	Sprouts #030	5455 E High St Suite 107 Phoenix AZ 85054-5463	602-682-3200
Thawng Lam Khai	Sprouts #026	1560 S Riordan Ranch St Flagstaff AZ 86001-6372	928-679-6000
Thla Hu	Sprouts #003	5665 W Bell Rd Glendale AZ 85308-3883	602-896-0300
Thla Hu	Sprouts #006	8375 W Thunderbird Rd Peoria AZ 85381-3685	623-334-1111
Thla Hu	Sprouts #009	5130 W Peoria Ave Glendale AZ 85302-1618	623-487-0330
Thla Hu	Sprouts #027	6760 W Deer Valley Rd Glendale AZ 85310-5949	623-385-4430
Thla Hu	Sprouts #031	10134 W Happy Valley Pkwy Peoria AZ 85383-4254	602-385-3392
Tihbual Sushi, LLC	Sprouts #010	5225 E Southern Ave Mesa AZ 85206	
Tihbual Sushi, LLC	Sprouts #037	5918 E Longbow Pkwy Mesa AZ 85215-9651	480-401-3870
Tuan Cung Thang	Sprouts #028	5645 E State Route 69 Prescott Valley AZ 86314-6540	928-379-8000
Tuan Cung Thang	Sprouts #036	174 E Sheldon St Prescott AZ 86301-3183	928-499-3350
Charles Dim-Awng	AMGEN	790 Pauling Dr Bldg 38 Thousand Oaks CA 91320-1741	513-967-4378
Aung Phyo	California State University - Monterey Bay	100 Campus Ctr Seaside CA 93955-8000	612-500-2567
Ohn Mar Sett	Lawrence Livermore National Laboratory - Central Site	7000 East Ave Bldg. 471 Livermore CA 94550-9698	925-422-3582
Ohn Mar Sett	Lawrence Livermore National Laboratory - Sandia	7000 East Ave Bldg. 471 Livermore CA 94550-9698	925-422-3582
Ohn Mar Sett	Lawrence Livermore National Laboratory - West	7000 East Ave Bldg. 471 Livermore CA 94550-9698	925-422-3582
Zin Noo Win	New Frontiers Natural Marketplace #9	1984 Old Mission Dr Solvang CA 93463-2281	805-693-1746
Khin Hnin Kyi	Oracle Corporate Office	4230 Leonard Stocking Dr Building #23 Santa Clara CA 95054-1777	650-506-3855
AMC Sushi Inc	Pepperdine University	24255 Pacific Coast Hwy Malibu CA 90263-3999	415-336-6712
AMC Sushi Inc	Pepperdine University - CCB	24255 Pacific Coast Hwy Malibu CA 90263-3999	415-336-6712
AMC Sushi Inc	Pepperdine University - Drescher Place Cafe	24255 Pacific Coast Hwy Malibu CA 90263-3999	415-336-6712
AMC Sushi Inc	Pepperdine University - Hawk Cafe	24255 Pacific Coast Hwy Malibu CA 90263-3999	415-336-6712
AMC Sushi Inc	Pepperdine University - Nature's Edge	24255 Pacific Coast Hwy Malibu CA 90263-3999	415-336-6712
Claudia Rangel Castro	Safeway Community Market #2451	1850 Solano Ave Berkeley CA 94707-2313	510-524-1673
Rosalina Merez	Safeway Community Market #2452	1200 Irving St San Francisco CA 94122-2121	415-661-3220
Claudia Rangel Castro	Safeway Community Market #2453	1550 Shattuck Ave Berkeley CA 94709-1517	510-841-7942
May Sushi Inc.	Sprouts #202	152 N 2ND St El Cajon CA 92021-7240	619-579-8251
Kim Truong Thai	Sprouts #203	149 S Las Posas Rd San Marcos CA 92078-2419	760-208-6041
Aung Kyi Tun	Sprouts #204	4230 Pacific Coast Hwy Torrance CA 90505-5526	424-903-7062
Lawrance King	Sprouts #205	835 W Foothill Blvd Claremont CA 91711-3302	909-267-1049
Phonemane Hansay	Sprouts #207	14945 Holt Ave Tustin CA 92780-3406	714-415-4381

Franchisee Name	Franchise Unit	Address	Phone
Phyu Phyu Win	Sprouts #208	12301 Seal Beach Blvd Seal Beach CA 90740-2708	562-794-2125
Khin Maung Htwe	Sprouts #212	9861 Adams Ave Huntington Beach CA 92646-4807	
Yu Si Dar	Sprouts #213	11710 Carmel Mountain Rd San Diego CA 92128-4622	858-798-7200
Kyaw Thiha	Sprouts #215	5660 Sepulveda Blvd Culver City CA 90230-6122	310-591-1028
Zaw Htoo Myint	Sprouts #216	111 E El Camino Real Sunnyvale CA 94087-1937	408-702-1173
Ahdi William Maran	Sprouts #218	24285 Magic Mountain Pkwy Valencia CA 91355-3401	661-414-1109
May Zin Oo	Sprouts #220	1012 S Westlake Blvd Westlake Village CA 91361-3107	
Supparadar Soe	Sprouts #221	7153 Amador Plaza Rd Dublin CA 94568-2317	925-307-1172
Aung Kyi Tun	Sprouts #222	1515 Hawthorne Blvd Redondo Beach CA 90278-3924	
Lat Pong	Sprouts #224	1327 Encinitas Blvd Encinitas CA 92024-2845	760-633-4747
Min Htut Thein	Sprouts #226	4175 Park Blvd San Diego CA 92103-2510	619-291-8287
Pei Sa	Sprouts #227	1260 Garnet Ave San Diego CA 92109-2912	858-270-8200
Min Htut Thein	Sprouts #228	3315 Rosecrans St Suite B San Diego CA 92110-4224	619-523-3640
Yu Si Dar	Sprouts #229	13536 Poway Rd Poway CA 92064-4725	858-486-7851
Zaw Min Thwin	Sprouts #230	8211 Laguna Blvd Elk Grove CA 95758-7962	916-478-9595
Lat Pong	Sprouts #231	659 Lomas Santa Fe Dr Solana Beach CA 92075-1412	858-350-7900
Ah Tar	Sprouts #232	3358 Governor Dr San Diego CA 92122-2925	858-457-5006
Htoi Awng	Sprouts #234	4439 Genesee Ave San Diego CA 92117-3005	
Nadi Wah Saucedo	Sprouts #236	1011 N San Fernando Blvd Burbank CA 91504-4329	818-556-4089
Phonemane Hansay	Sprouts #237	27271 La Paz Rd Laguna Niguel CA 92677-3624	949-349-1999
Hla Sandar Win	Sprouts #238	17482 Yorba Linda Blvd Yorba Linda CA 92886-3823	714-572-3535
Kong Lang Sushi Inc	Sprouts #239	2618 El Camino Real Carlsbad CA 92008-1214	760-730-1123
Zar Ni Bo Bo	Sprouts #241	3630 Grand Ave Chino Hills CA 91709-1474	909-548-0440
Phonemane Hansay	Sprouts #242	27765 Santa Margarita Pkwy Mission Viejo CA 92691-6652	949-587-3003
Zar Ni Bo Bo	Sprouts #245	7355 Day Creek Blvd Rancho Cucamonga CA 91739-8014	909-803-5730
Aung Tha Corp.	Sprouts #246	79050 Highway 111 La Quinta CA 92253-2482	760-771-2485
Lat Pong	Sprouts #247	3243 Camino de los Coches Carlsbad CA 92009-8966	760-635-0625
Nang He Shin	Sprouts #248	32413 Temecula Pkwy Temecula CA 92592-5808	951-303-0087
Min Htut Thein	Sprouts #249	15727 Bernardo Heights Pkwy San Diego CA 92128-3181	858-385-1606
Kong Lang Sushi Inc	Sprouts #250	471 College Blvd Oceanside CA 92057-5435	760-726-7274
Nang He Shin	Sprouts #251	39606 Winchester Rd Temecula CA 92591-3550	951-694-3680
Aung Kyi Tun	Sprouts #252	820 N Western Ave San Pedro CA 90732-2426	310-831-7836
Khim Aung	Sprouts #253	510 W 13TH Ave Escondido CA 92025-5619	760-743-1528
Nan Yi	Sprouts #254	9361 Mission Gorge Rd Santee CA 92071-3815	619-562-0145
San San Maw	Sprouts #255	21821 Ventura Blvd Woodland Hills CA 91364-1838	818-887-7873

Franchisee Name	Franchise Unit	Address	Phone
Ah Pong Mabu	Sprouts #256	3011 El Camino Real Tustin CA 92782-8905	714-734-8760
Michelle Lwin	Sprouts #257	400 W Huntington Dr Monrovia CA 91016-3202	626-358-6845
Awng Kham Manam	Sprouts #259	1530 Geary Rd Walnut Creek CA 94597-2707	925-953-1113
Khin Ohn Myint	Sprouts #260	4253 Woodruff Ave Lakewood CA 90713-3142	562-739-2541
Michelle Lwin	Sprouts #261	920 Foothill Blvd La Canada Flintridge CA 91011-3338	818-495-1104
Saw Aung Aung	Sprouts #263	7905 Greenback Ln Citrus Heights CA 95610-6907	916-560-2000
Thant Zin	Sprouts #264	15801 Whittier Blvd Whittier CA 90603-2520	562-265-2107
Saw Aung Aung	Sprouts #267	4408 Del Rio Rd Sacramento CA 95822-1126	916-455-4200
Supparadar Soe	Sprouts #268	3900 Mowry Ave Fremont CA 94538-1432	510-284-1051
Win Zaw	Sprouts #269	5205 Prospect Rd San Jose CA 95129-5000	408-725-3970
Nang Tin Tin Mu	Sprouts #270	1130 Branham Ln San Jose CA 95118-3701	408-833-1152
Zaw Htoo Myint	Sprouts #271	630 San Antonio Rd Mountain View CA 94040-1304	650-397-3001
San Naing Win	Sprouts #272	6607 Fallbrook Ave West Hills CA 91307-3520	818-687-2104
Aung Phyoe	Sprouts #273	7477 N Blackstone Ave Fresno CA 93720-4305	559-256-1735
Su Myat Hlaing	Sprouts #275	1751 Westwood Blvd Los Angeles CA 90024-5607	310-500-1192
Yae Hlaing Corp	Sprouts #276	301 Gellert Blvd Daly City CA 94015-2613	415-325-1091
Ye Htun Kyaw	Sprouts #277	6942 Warner Ave Huntington Beach CA 92647-5316	714-369-1160
Awng Kham Manam	Sprouts #278	3181 Crow Canyon Pl Suite A San Ramon CA 94583-1325	925-302-1395
Xuemei Di	Sprouts #279	3035 Broadway Oakland CA 94611	510-851-7688
Naing Htun Htun	Sprouts #280	10650 Stockdale Hwy Bakersfield CA 93311-3669	661-617-8957
Su Tin Lu	Sprouts #281	847 W Foothill Blvd Upland CA 91786-3727	909-912-1461
Khin Hnin Kyi	Sprouts #283	2060 El Camino Real Santa Clara CA 95050-4051	408-780-7248
May Thin Kyu	Sprouts #284	1075 Monroe St Albany CA 94706-2267	510-345-0461
Zaw Myo Aung	Sprouts #285	915 N La Brea Ave Los Angeles CA 90038-2360	323-217-1642
Su Myat Hlaing	Sprouts #286	1431 W Imperial Hwy La Habra CA 90631-6992	562-265-2151
Win Zaw	Sprouts #287	20558 Stevens Creek Blvd Cupertino CA 95014-2130	408-780-7748
Myint Than	Sprouts #288	655 Irwin St San Rafael CA 94901-3943	415-524-1159
Wunna Soe	Sprouts #289	8550 Santa Monica Blvd West Hollywood CA 90069-4496	
Cindy Wynn	Sprouts #296	550 Camino De Estrella Unit C San Clemente CA 92672-3553	949-542-1036
May Sushi Inc.	Sprouts #298	690 THIRD AVE Chula Vista CA 91910-5704	619-409-7630
May Sushi Inc.	Sprouts #299	878 Eastlake Pkwy Chula Vista CA 91914-4544	619-421-2099
Rose Par Tha	Sprouts #401	1300 Pinole Valley Rd Pinole CA 94564-1363	510-640-8111
Than Than Soe	Sprouts #403	2245 Yosemite Dr Los Angeles CA 90041-2618	323-423-1128
Ohn Mar Sett	Sprouts #404	2325 Sand Creek Rd Brentwood CA 94513-7173	925-308-1965
Aung Phyoe	Sprouts #405	850 Herndon Ave Suite 103 Clovis CA 93612-0489	559-326-1169
Khin Hnin Kyi	Sprouts #406	1028 E Brokaw Rd San Jose CA 95131-2309	408-490-3041

Franchisee Name	Franchise Unit	Address	Phone
Soe Moe Aye	Sprouts #407	150 E Main St Suite 150 Alhambra CA 91801-3544	626-863-1096
Za Uk Lian	Sprouts #408	2030 Douglas Blvd Suite #9 Roseville CA 95661-3855	916-462-5047
Yu Si Dar	Sprouts #409	16415 Paseo Del Sur San Diego CA 92127-4210	858-798-8232
Min Thu Naing	Sprouts #410	655 S Grand Ave Glendora CA 91740-4139	626-250-6625
Kyaw Thiha	Sprouts #411	8985 Venice Blvd Los Angeles CA 90034-3344	424-361-6611
Ko Myo Aung	Sprouts #412	175 N Fairview Ave Goleta CA 93117-2304	805-979-9589
San San Maw	Sprouts #413	2800 Cochran St Simi Valley CA 93065-2780	805-422-3363
Su Su Maung	Sprouts #414	905 E Bidwell St Folsom CA 95630-3348	916-605-7050
Ko Myo Aung	Sprouts #415	4870 Telephone Rd Ventura CA 93003-5234	805-941-4013
Pongzi Htat Hpu	Sprouts #416	2634 Gateway Rd Carlsbad CA 92009-1773	760-827-8916
Htoi Awng	Sprouts #417	3015 Clairemont Dr San Diego CA 92117-6802	619-764-6015
Zin Hnin Khaing	Sprouts #418	1375 Foothill Blvd La Verne CA 91750-3333	909-582-2836
Choon Kim	Sprouts #419	2400 Las Posas Rd Camarillo CA 93010-3439	805-233-3755
Zin Hnin Khaing	Sprouts #420	239 S Diamond Bar Blvd Diamond Bar CA 91765-1606	909-378-4980
Zin Noo Win	Sprouts #421	560 W Stuart Ave Redlands CA 92374-3029	909-283-7162
Su Sandy Tun	Sprouts #422	2810 Del Paso Rd Sacramento CA 95834-9677	916-431-1111
Michelle Lwin	Sprouts #423	6753 Carnelian St Rancho Cucamonga CA 91701-4556	909-296-3094
Supparadar Soe	Sprouts #424	6399 Jarvis Ave Newark CA 94560-1214	510-789-0361
Tun Lin	Sprouts #426	11900 South St Cerritos CA 90703-6847	562-274-0602
Nyi Chee	Sprouts #427	313 Madonna Rd San Luis Obispo CA 93405-6553	
Saw Bah Blu	Sprouts #428	115 Ferrari Ranch Rd Lincoln CA 95648-7413	
Zin Noo Win	Sprouts #429	16964 S Highland Ave Fontana CA 92336-3464	900-320-5360
Pei Sa	Sprouts #430	8142 Mira Mesa Blvd San Diego CA 92126-2602	
Min Min Aye	Sprouts #431	250 E Harney Ln Lodi CA 95240-6882	
Su Sandy Tun	Sprouts #432	1041 Helen Power Dr Vacaville CA 95687-3507	
Phanh Ho	Sprouts #433	1771 E Capitol Expy San Jose CA 95121-1561	
Manhn Win Naing	Sprouts #434	2735 Marconi Ave Sacramento CA 95821-4913	
Nang He Shin	Sprouts #435	1400 E Vista Way Vista CA 92084	
Thang Sut Piang	Sprouts #436	1401 Hilltop Dr Redding CA 96003	
Su Myat Hlaing	Sprouts #437	1302 S La Brea Ave Suite C Los Angeles CA 90019-3060	323-801-7510
Nadi Wah Saucedo	Sprouts #438	2630 E Workman Ave Suite 315A West Covina CA 91791-1627	
Ah Pong Mabu	Sprouts #439	24332 Rockfield Blvd Lake Forest CA 92630-4742	
Maung Khin Maung Zaw	Sprouts #440	13985 Limonite Ave Eastvale CA 92880	
Ko Myo Aung	Sprouts #441	29 S Milpas St Santa Barbara CA 93103	
Yae Hlaing Corp	Veterans Canteen Service #164	3801 Miranda Ave Palo Alto CA 94304-1207	650-585-5754

Franchisee Name	Franchise Unit	Address	Phone
Khin Hnin Shwe	Veterans Canteen Service #196	11301 Wilshire Blvd Los Angeles CA 90073-1003	310-268-3682
Souphaphone Meo Mounivong	Veterans Canteen Service #600	5901 E 7th St Long Beach CA 90822-5201	562-826-5442
Zar Ni Bo Bo	Veterans Canteen Service #605	11201 Benton St Loma Linda CA 92357-1000	909-583-6806
Sau Kuen Fung	Veterans Canteen Service #662	4150 Clement St San Francisco CA 94121-1563	415-750-2128
Yu Fa Wu	Veterans Canteen Service #664	3350 La Jolla Village Dr San Diego CA 92161-0002	858-552-8585
Khin Hnin Shwe	Veterans Canteen Service #691	11301 Wilshire Blvd Los Angeles CA 90073-1003	310-268-3682
Ai Htin	Target #1501	3810 Bloomington St Colorado Springs CO 80922-3203	
Ai Htin	Target #2221	9670 Prominent Pt Colorado Springs CO 80924-5000	
Alexander Kyaw Yenaing Htu	Sprouts #333	15050 W 64TH Ave Arvada CO 80007-7550	303-801-4570
Alexander Kyaw Yenaing Htu	Target #2021	5071 Kipling St Wheat Ridge CO 80033-2251	
Alexander Kyaw Yenaing Htu	Target #3279	1600 California St Denver CO 80202-3709	
Benjamin Tandri	Sprouts #318	1980 E County Line Rd Highlands Ranch CO 80126-2446	303-243-5060
Benjamin Tandri	Sprouts #325	5001 S Broadway Englewood CO 80113-6810	720-612-6595
Benjamin Tandri	Target #2023	10001 Commons St Lone Tree CO 80124-5547	
Biak Cung	Sprouts #302	9751 S Parker Rd Parker CO 80134-8813	720-475-8684
Biak Cung	Sprouts #306	20831 E Smoky Hill Rd Centennial CO 80015-3107	720-305-0959
Boi Bik	Sprouts #310	7725 Wadsworth Blvd Arvada CO 80003-2123	303-463-4828
Eli Shaw	Sprouts #323	1101 S Hover St Longmont CO 80501-7908	303-834-4124
Eli Shaw	Target #2218	555 S Hover St Longmont CO 80501	
Iang Tha Par	Sprouts #313	1730 Dublin Blvd Colorado Springs CO 80918-8348	719-590-8890
Iang Tha Par	Sprouts #329	13415 Voyager Pkwy Colorado Springs CO 80921-7674	719-884-7900
Joseph Lian Ci Thang	Sprouts #309	10018 Commons St Lone Tree CO 80124-5501	720-279-6616
Khang Pang	Sprouts #319	555 W South Boulder Rd Lafayette CO 80026-2711	303-664-1902
Khang Pang	Sprouts #321	1131 E 120TH Ave Thornton CO 80233-5712	303-457-3600
Lal Awm Puii	Sprouts #314	4700 W 38th Ave Denver CO 80212-2269	303-433-2350
Lum Banwaw	Colorado School of Mines	1500 Illinois St Golden CO 80401-1887	303-273-3000
Mang Bawi Lian	Target #1471	14200 E Ellsworth Ave Aurora CO 80012-1402	
Mang Bawi Lian	Target #1776	9390 W Cross Dr Littleton CO 80123-2202	
Mang Bawi Lian	Target #2052	7930 E Northfield Blvd Denver CO 80238-3527	
Mang Khun Kyi	Sprouts #328	197 E Mississippi Ave Denver CO 80209-4288	720-458-2873
Ngun Ceu Hmung	Sprouts #317	8557 E Arapahoe Rd Suite B Greenwood Village CO 80112-1473	303-721-1400
Ngun Ceu Hmung	Sprouts #326	3725 Kipling St Wheat Ridge CO 80033-5740	720-305-0219
Ngun Ceu Hmung	University of Denver - Centennial C-Store	1870 S High St Denver CO 80210-3312	303-871-7732

Franchisee Name	Franchise Unit	Address	Phone
Ngun Ceu Hmung	University of Denver - Front Porch Cafe	2150 E Evans Ave Denver CO 80210-4704	303-871-7732
Ngun Ceu Hmung	University of Denver - JMAC C-Store	1901 E Iliff Ave Denver CO 80210-5147	303-871-7732
Ngun Ceu Hmung	University of Denver - Law School Cafe	2255 E Evans Ave Denver CO 80210-4705	303-871-7732
Ngun Ceu Hmung	University of Denver - Wesley Hall WOW Cafe	2155 E Wesley Ave Denver CO 80210	303-871-7732
Ni Iang	Sprouts #304	2950 Baseline Rd Boulder CO 80303-2314	720-279-6758
Ni Iang	Sprouts #312	2525 Arapahoe Ave Boulder CO 80302-6720	303-449-0777
Rebecca Aung	Sprouts #334	3555 N. Central Park Blvd Stapleton CO 80238	
Robert Mang	Sprouts #332	5617 Barnes Rd Colorado Springs CO 80917-1347	719-313-4405
Ruth T Thang	Sprouts #305	1150 S Ironton St Unit 130 Aurora CO 80012-7022	720-278-2008
Ruth T Thang	Sprouts #315	2880 S Colorado Blvd Denver CO 80222-6618	303-758-4400
Ruth T Thang	Sprouts #320	8601 W Cross Dr Littleton CO 80123-0702	720-214-0410
Ruth T Thang	Sprouts #322	3625 E Colfax Ave Denver CO 80206-1844	720-347-4205
Tawk Hei	Sprouts #303	4345 Corbett Dr Fort Collins CO 80525-6111	970-416-3350
Tawk Hei	Sprouts #316	2601 S Lemay Ave Fort Collins CO 80525-2295	970-282-8003
Than Hmung Lian	Sprouts #330	1440 N Lincoln Ave Loveland CO 80538-3824	970-800-5607
Van Hlei Cung Cinzah	Target #1806	4301 E Virginia Ave Glendale CO 80246-1510	
Van Hlei Cung Cinzah	Veterans Canteen Service #854	1700 Wheeling St Aurora CO 80045-7211	
Van Hlei Cung Cinzah	Veterans Canteen Service #854 - Patriot Brew	1700 Wheeling St Aurora CO 80045-7211	
Van Maung	Sprouts #301	5150 W 120TH Ave Westminster CO 80020-3303	303-803-1010
Van Ni Zing	Sprouts #327	98 Wadsworth Blvd Unit 112 Lakewood CO 80226-1550	303-957-9276
Cho U Tinghe	Hartford Hospital	80 Seymour St Hartford CT 06102-8000	860-545-5000
Poe Meh	Highland Park - Coventry	1721 Boston Tpke Coventry CT 06238-1105	860-442-5329
Lulu Angela	Highland Park - Farmington	204 Main St Farmington CT 06032-3626	860-674-1524
Mee Ma	Highland Park - Glastonbury	1320 Manchester Rd #4 Glastonbury CT 06033-1857	860-657-8796
Khin Corporation	Highland Park - Manchester	317 Highland St Manchester CT 06040-5600	860-646-4277
Khin Corporation	Highland Park - Suffield	68 Bridge St Suffield CT 06078-3107	860-668-2899
Super Dinosaur LLC	Stop & Shop #0600	2335 Dixwell Ave Hamden CT 06514-2100	
Melody Wah	Stop & Shop #0605	55 Oak St Glastonbury CT 06033-2315	
Simon Saw LLC	Stop & Shop #0606	195 West St Cromwell CT 06416-1881	
Simon Saw LLC	Stop & Shop #0607	498 Bushy Hill Rd Simsbury CT 06070-2931	
Cingh Lun Niang	Stop & Shop #0608	99 Linwood Ave Colchester CT 6415	
Simon Saw LLC	Stop & Shop #0613	10 Pitkin Rd Vernon CT 06066-4709	
Thaung Tun	Stop & Shop #0616	161 W Putnam Ave Greenwich CT 06830-5329	
Rosemarie Javillonar Rackliff	Stop & Shop #0621	100 Main St N Southbury CT 06488-3840	
Ko Naing Win	Stop & Shop #0622	211 High St Torrington CT 06790-6301	
Thant Zin	Stop & Shop #0624	128 Samson Rock Dr Madison CT 06443-3005	

Franchisee Name	Franchise Unit	Address	Phone
Khual Khan Mang	Stop & Shop #0630	44 Fenn Rd Newington CT 06111-2212	
Melody Wah	Stop & Shop #0631	215 Glastonbury Blvd Glastonbury CT 06033-4480	
Thaung Tun	Stop & Shop #0637	2200 Bedford St Stamford CT 06905-3905	
Khamla Keola	Stop & Shop #0638	930 N Colony Rd Wallingford CT 06492-2471	
Than Aung Myint	Stop & Shop #0640	385 Connecticut Ave Norwalk CT 06854-1800	
Aung Family Corp	Stop & Shop #0644	44 Lake Avenue Ext Danbury CT 06811-5244	
Thaung Tun	Stop & Shop #0646	1937 W Main St Stamford CT 06902-4578	
Super Dinosaur LLC	Stop & Shop #0648	112 Amity Rd New Haven CT 06515-1405	
Bhone Kywe	Stop & Shop #0650	1160 Kings Highway Cutoff Fairfield CT 06824-5271	
Khamla Keola	Stop & Shop #0654	485 Broad St Meriden CT 6450	
Khawng Dawn Tang Bau	Stop & Shop #0656	125 Danbury Rd Ridgefield CT 06877-4139	
Rosemarie Javillonar Rackliff	Stop & Shop #0657	763 Straits Turnpike Watertown CT 6795	
Khawng Dawn Tang Bau	Stop & Shop #0658	5 River Rd Wilton CT 06897-4069	
Thant Zin	Stop & Shop #0665	248 Flanders Rd East Lyme CT 6333	
Bhone Kywe	Stop & Shop #0673	760 Villa Ave Fairfield CT 6825	
Swe Zin Htet	Stop & Shop #0688	105 Elm St Old Saybrook CT 06475-4132	
Jaing Lunan Marip	Stop & Shop #0692	370 Hemingway Ave East Haven CT 6512	
Super Dinosaur LLC	Stop & Shop #0694	79 Washington Ave North Haven CT 06473-1704	
Saw Kwe Htoo	Stop & Shop #0695	275 Highland Ave Cheshire CT 06410-2522	
Jaing Lunan Marip	Stop & Shop #0696	460 Elm St West Haven CT 06516-4233	
Than Aung Myint	Stop & Shop #2610	25 Old Kings Hwy N Darien CT 06820-4608	
Cingh Lun Niang	Stop & Shop #2611	11 E High St East Hampton CT 06424-1022	
Aung Family Corp	Stop & Shop #2612	25 CT-39 New Fairfield CT 6812	
Ko Naing Win	Stop & Shop #2616	55 Village Green Dr Litchfield CT 06759-3419	
Super Dinosaur LLC	Stop & Shop #2633	150 Whalley Ave New Haven CT 06511-3250	
Htet Linn Oo	Veterans Canteen Service #689	950 Campbell Ave West Haven CT 06516-2770	203-937-3863
Awng Mai Share	Giant Food #0375	1050 Brentwood Rd NE Washington DC 20018-1000	
Awng Mai Share	Giant Food #2376	1400 7th St Nw Washington DC 20001-3387	
GADON HEALTHY SUSHI Inc	US House of Representatives - Sushi	9 Independence Ave SE Longworth House Office Bldg Washington DC 20515-0001	202-224-3121
Hringngen Family LLC	The World Bank Group Cafeteria - Atruim	1809 G St NW Atruim Washington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - C Building	1809 G St NW J Building Washington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - I Buliding	1809 G St NW I Building Washington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - J Building	1809 G St NW J Building Washington DC 20433-0004	202-473-1364

Franchisee Name	Franchise Unit	Address	Phone
Hringngen Family LLC	The World Bank Group Cafeteria - Main	1809 G St NW Main Cafeteria Washington DC 20433-0004	202-473-1364
Hringngen Family LLC	The World Bank Group Cafeteria - Malarium	1809 G St NW Malarium Washington DC 20433-0004	202-473-1364
Kap Thio	Veterans Affairs Headquarter	810 Vermont Ave Washington DC 20420-0001	202-461-5327
Kap Thio	Veterans Canteen Service #688	50 Irving Street North West Washington DC 20422-0001	202-745-8448
Khine Nwe Oo	U.S. Department of Transportation	1200 New Jersey Ave Se Washington DC 20003-3660	
Myint Thu San	International Finance Corporation - Delivery #1	2121 Pennsylvania Ave NW Washington DC 20433-0005	202-473-1364
Myint Thu San	International Finance Corporation Cafeteria	2121 Pennsylvania Ave NW Washington DC 20433-0005	202-473-1364
Nu Lawm	American University - Butler Pavilion Tunnel	4400 Massachusetts Ave Nw Washington DC 20016-8001	
Nu Lawm	American University - Marketplace at MGC	4400 Massachusetts Ave Nw Washington DC 20016-8001	
Nu Lawm	American University - Terrace Dining Room at MGC	4400 Massachusetts Ave Nw Washington DC 20016-8001	
P & S Patrick & Suan LLC	Giant Food #2379	3336 Wisconsin Ave NW Washington DC 20016-3808	
Poe Lay	Howard University - Jazzman's Cafe	2400 6th St Nw Washington DC 20059-0001	202-806-6100
Poe Lay	Howard University - Service Center	2397 6th St NW Washington DC 20059-1012	202-806-6100
Poe Lay	Howard University - Simply To Go at Blackburn	2397 6th St Nw Washington DC 20059-1012	202-806-6100
Poe Lay	Howard University - Sushi Production Kitchen	2397 6th St NW Washington DC 20059-1012	202-806-6100
Poe Lay	Howard University - The Market at Bethune Annex	2225 4th St Nw Washington DC 20059-1003	202-806-6100
Poe Lay	Howard University - The Market at Blackburn	2397 6th St Nw Washington DC 20059-1012	202-806-6100
Poe Lay	Howard University - The Market at West Tower	2210 9th St NW Washington DC 20001	202-806-6100
Poe Lay	Howard University - The Restaurant at Blackburn	2397 6th St Nw Washington DC 20059-1012	202-806-6100
R.H. Friendly Inc	Giant Food #0389	38069 Town Center Dr Millville DE 19967-6968	
Ral Cung	Sprouts #816	4801 Concord Pike Wilmington DE 19803-1410	
Tina Dawtmen	Giant Food #0387	19312 Lighthouse Plaza Blvd Rehoboth Beach DE 19971-6158	
Tina Dawtmen	Giant Food #2351	25939 John J Williams Hwy Millsboro DE 19966	
Aung Moe Lwin	Sprouts #633	10619 Sheldon Rd Tampa FL 33626	
Cing Khawm Mang	Sprouts #634	7603 Turkey Lake Rd Suite 101 Orlando FL 32819	
Duh Ngen Tial	Florida Hospital Tampa	3100 E Fletcher Ave Tampa FL 33613-4613	813-615-7945
Gauzam LLC	Sprouts #614	8330 S Tamiami Trl Sarasota FL 34238-2934	941-218-8119
Ginu LLC	Sprouts #627	12675 Beach Blvd Ste 200 Jacksonville FL 32246	
Grace Upon Grace Sushi LLC	Veterans Canteen Service #548	7305 North Military Trail Riviera Beach FL 33410	561-422-8401
Hlim Na	Tampa General Hospital - Sushi	1 Tampa General Cir Tampa FL 33606-3571	973-720-2000
Hnun Hnun	Sprouts #616	1999 Aloma Ave Winter Park FL 32792-3222	407-702-1212
Hnun Hnun	Sprouts #621	1121 Alafaya Trl Oviedo FL 32765-4737	
Lal Peng	Sprouts #623	12960 Us Highway 301 S Riverview FL 33578	

Franchisee Name	Franchise Unit	Address	Phone
Lin Than	Sprouts #625	3757 Military Trl Jupiter FL 33458-2700	
Linn & Lynn LLC	Sprouts #629	3150 SE Federal Highway Stuart FL 34994	
Loi Seng LLC	Veterans Canteen Service #516	10000 Bay Pines Blvd Bay Pines FL 33744	727-398-6661
Lu Bu	All Children's Hospital - Development Center	501 6TH Ave S Saint Petersburg FL 33701-4634	
Lu Bu	All Children's Hospital - Main Cafeteria	501 6th Ave S Saint Petersburg FL 33701-4634	727 767-8674
Lu Bu	All Children's Hospital - Outpatient Care	501 6TH Ave S Saint Petersburg FL 33701-4634	
Lucky NMD Corp	Veterans Canteen Service #546 - Sushi	1201 Nw 16th St Miami FL 33125-1624	305-324-4455
Lucky NMD Corp	Veterans Canteen Service #546 - ATG	1201 Nw 16th St Miami FL 33125-1624	305-324-4455
Malika Blue Enterprise Inc	Moffitt Cancer Center	3101 USF Holly Dr Tampa FL 33612	863-226-7128
Malika Blue Enterprise Inc	Moffitt Cancer Center - Commin Ground	12902 USF Magnolia Dr Tampa FL 33612-9416	863-226-7128
Malika Blue Enterprise Inc	Moffitt Cancer Center - Internet Cafe	12902 USF Magnolia Dr Tampa FL 33612-9416	863-226-7128
Michael Adrian Kong	Sprouts #630	8620 Hunter Village Rd Tampa FL 33647	
Mount Zion Inc	Sprouts #626	12216 Miramar Parkway Miramar FL 33025	
Naw Bu Myar	Tallahassee Memorial Healthcare	1300 Miccosukee Rd Tallahassee FL 32308-5054	781-235-1200
Naw Bu Myar	Veterans Canteen Service #573	1601 Sw Archer Rd Gainesville FL 32608-1135	352-374-6040
Ni Thial Mung	Sprouts #618	23656 US Highway 19 N Clearwater FL 33765-1570	813-775-6161
Nyunt Swe	Naples Community Hospital	350 7TH St N Naples FL 34102-5754	813-404-5501
Nyunt Swe	North Naples Hospital	11190 Health Park Blvd Naples FL 34110-5729	
Nyunt Swe	Sprouts #615	2224 Logan Blvd N Naples FL 34119-1480	
Philemon Boi	Sprouts #613	3315 Lithia Pinecrest Rd Valrico FL 33596-5636	813-603-9630
Pi Pi	Earth Fare #562	2405 SW 27th Ave Suite 101 Ocala FL 34471	
San Mon Kui Hon	Sprouts #620	820 S State Road 7 Wellington FL 33414-6264	
Saw Hser Kapaw	Sprouts #610	1523 S Dale Mabry Hwy Tampa FL 33629-5808	813-466-3390
Saw Hser Kapaw	Sprouts #612	15110 N Dale Mabry Hwy Tampa FL 33618-1817	813-619-4000
Shinyo Sushi LLC	Sprouts #631	19990 S Tamiami Trl Estero FL 33928-2258	
Sushi Planet Inc.	Sprouts #611	33650 US Highway 19 N Palm Harbor FL 34684-2640	727-437-3824
Tar Mla Hsar	Sprouts #628	7263 Seminole Blvd Seminole FL 33772	
Ye Myat Tun	Sprouts #622	8840 Strength Ave Trinity FL 34655-4257	
Yeeyee Mon	Rowe's IGA Supermarket	9866 Baymeadows Road Jacksonville FL 32256	
Yeeyee Mon	Sprouts #624	4873 Town Center Pkwy Jacksonville FL 32246-8437	
Zo Khan Khuol Inc.	Sprouts #619	930 S Federal Hwy Deerfield Beach FL 33441-5754	
Biak Run Sang	Sprouts #518	4330 East-West Connector Smyrna GA 30082	770-200-7587
Dawt Meng Sung	Sprouts #520	10800 Alpharetta Hwy Suite C-410 Roswell GA 30076-1490	678-353-0102
Ei Ei The	Sprouts #521	4101 Roswell Rd Suite #700 Marietta GA 30062-6293	770-200-9172

Franchisee Name	Franchise Unit	Address	Phone
Hrang Kap Hlir	Sprouts #528	630 Crane Creek Dr Augusta GA 30907-0004	
Jia Ling Feng	Earth Fare #300	1689 S Lumpkin St Athens GA 30606	
Juan Tanka Tan	Kennesaw State University - Sushi	1000 Chastain Rd NW MD #4000 TC 40 Kennesaw GA 30144-5588	678-797-2902
Khup Nei	Sprouts #515	530 Lakeland Plz Cumming GA 30040-2779	470-505-2000
Khup Nei	Sprouts #516	3630 Peachtree Pkwy Johns Creek GA 30024-6049	678-690-1243
Lal Thang Mawia	Sprouts #524	2015 Highway 54 Peachtree City GA 30269-1315	678-586-2577
Mang Tin Sung	Sprouts #523	1430 Towne Lake Pkwy Woodstock GA 30189-1581	678-224-9799
Mary Vinay	Sprouts #525	2551 Blackmon Dr Decatur GA 30033-6109	404-965-6290
Mary Vinay	Veterans Canteen Service #508	1670 Clairmont Rd Decatur GA 30033-4004	404-929-5208
Pau Lul Lal	Eden Fresh Market	12160 County Line Rd Fayetteville GA 30215-4693	420-559-3200
Peter Family Food LLC	Sprouts #512	1250 Scenic Hwy Suite 1704 Lawrenceville GA 30045-6359	678-690-1279
Siang Lian Uk	Sprouts #519	1853 Piedmont Ave NE Atlanta GA 30324-4838	404-751-0605
Siang Za Mawi	Sprouts #527	4310 Lavista Rd Suite A200 Tucker GA 30084-5439	470-260-2368
Solomon Za Lian	Sprouts #517	4600 Roswell Rd Suite A100 Sandy Spgs GA 30342-3075	678-954-5294
Tha Nei Sin Lyan	Sprouts #522	2220 Peachtree Industrial Blvd Suite #200 Duluth GA 30097-7678	470-362-7283
Van Hnem	Augusta College - Sushi	2500 Walton Way Augusta GA 30904-4562	706-721-3052
Vijay Solomon	Kennesaw State University - Marietta Campus - Sushi	860 Rossbacher Way SE Marietta GA 30060	470-578-6000
Vijay Solomon	Kennesaw State University - Marietta Campus - ATG	1100 S Marietta Pkwy SE Marietta GA 30060-2855	470-578-6000
Vijay Solomon	Kennesaw State University - Marietta Campus - Atrium	1100 S Marietta Pkwy SE Marietta GA 30060-2855	470-578-6000
Yanying Lin	Sprouts #513	5130 Peachtree Pkwy Peachtree Corners GA 30092-2525	678-690-1249
Zami Ram	Sprouts #526	3805 Dallas Hwy SW Suite 200 Marietta GA 30064-1612	678-919-8701
Bach Quyen Thi Thuong	Fareway Meat & Grocery #384	1711 Hawkeye Dr Boone IA 50036-7609	515-432-7519
Bach Quyen Thi Thuong	Fareway Meat Market #189	3720 Lincoln Way Ames IA 50014-3401	515-432-2623
Bach Quyen Thi Thuong	Fareway Store #093	3619 Stange Rd Ames IA 50010-3901	515-432-2623
Bach Quyen Thi Thuong	Fareway Store #386	619 Burnett Ave Ames IA 50010-6125	515-432-2623
Salai Tial Hin Thang	Target #1768	1030 Blairs Ferry Rd NE Cedar Rapids IA 52402-1220	
Salai Tial Hin Thang	Target #1771	3400 Edgewood Rd SW Cedar Rapids IA 52404-7214	
Zhu Bing Li	University of Idaho - Mein Bowl	875 Line St Moscow ID 83843	208-885-6111
Zhu Bing Li	University of Idaho - Sushi	875 Line St Moscow ID 83843	208-885-6111
Dawt Inc.	Kroger #984	633 Armour Rd Bourbonnais IL 60914-2077	815-935-1650
Dawt Inc.	Meijer #301	990 N Kinzie Ave Bradley IL 60915-1233	
Dee Sar	Meijer #169	225 N Weber Rd Bolingbrook IL 60490-1505	630-679-6500

Franchisee Name	Franchise Unit	Address	Phone
Lian Hum Mang	Meijer #313	541 Puri Pkwy Sycamore IL 60178-9029	
Min Myint Soe	Meijer #146	2401 N Prospect Ave Champaign IL 61822-1233	217-353-4000
Min Myint Soe	Meijer #247	2500 Philo Rd Urbana IL 61802-8044	217-365-5200
Pyae Mon Aye	Meijer #219	14169 S Bell Rd Homer Glen IL 60491-8464	708-645-5800
Pyae Mon Aye	Meijer #273	11305 W Lincoln Hwy Mokena IL 60448-2070	815-277-0500
Rem David	Meijer #198	130 S Gary Ave Bloomingdale IL 60108-2243	630-351-7600
Rem David	Veterans Canteen Service #537	820 S Damen Ave Chicago IL 60612	312-569-6111
Rem David	Veterans Canteen Service #578	5000 South 5th Ave Bldg. 220 Hines IL 60141	708-202-2574
Saraung Dakhum	Meijer #218	2253 N Richmond Rd McHenry IL 60051-5401	815-578-9700
Sawnan Sushi LLC	Kroger #918	9219 N Lindbergh Dr Peoria IL 61615-1425	309-691-8701
Ceu Lian Thang	Kroger #928	1175 S College Mall Rd Bloomington IN 47401-6177	812-333-5766
Iang Tha Fom	Kroger #091	528 S College Ave Bloomington IN 47403-1517	812-339-3351
Iang Tha Fom	Kroger #900	4025 S. Old State Rd #37 Bloomington IN 47401	812-824-5200
Kay Khine Min Soe	Parkview - Bone Appetite	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	
Kay Khine Min Soe	Parkview - Corp. Office	10501 Corporate Dr Fort Wayne IN 46845-1700	
Kay Khine Min Soe	Parkview - Family Birthing	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	
Kay Khine Min Soe	Parkview - Heart Institute	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	
Kay Khine Min Soe	Parkview - Hospital	2200 Randallia Dr Fort Wayne IN 46805-4638	
Kay Khine Min Soe	Parkview - Mirro Conf. Center	10622 Parkview Plaza Dr Fort Wayne IN 46845-1738	
Kay Khine Min Soe	Parkview - Raytheon	1010 Production Rd Fort Wayne IN 46808-4106	
Kay Khine Min Soe	Parkview - Regional Medical Center	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	260-266-3512
Lian Corp.	Meijer #296	6939 W Broadway McCordsville IN 46055-9008	231-733-2535
Nai Dai Go	Meijer #139	6260 W Mcgalliard Rd Muncie IN 47304-9413	765-281-7800
Ngin Za Thang	Veterans Canteen Service #583	1481 W 10th St Indianapolis IN 46202-2803	317-554-0000
Nu Me	Meijer #290	5550 N Keystone Ave Indianapolis IN 46220-3458	317-610-2200
Nu Me	Meijer #295	2390 N Morton St Franklin IN 46131-9737	
Phyo M Than	Kroger #824	1032 Sagamore Pkwy W West Lafayette IN 47906-1446	765-463-1556
Phyo M Than	Meijer #125	5909 Illinois Rd Fort Wayne IN 46804-1159	260-434-3900
Phyo M Than	Meijer #186	2636 US 52 Sagamore Pkwy W West Lafayette IN 47906	765-637-4200
Ro San	Meijer #165	611 W Lincoln Hwy Ste. A Merrillville IN 46410-5331	
Than Tun Oo	Meijer #149	5150 Franklin St Michigan City IN 46360-7878	219-877-2400
Than Tun Oo	Meijer #297	405 Porters Vale Blvd Valparaiso IN 46383-8469	616-555-1212
That Awi Phung Thang	Meijer #152	6650 Whitestown Pkwy Zionsville IN 46077-7622	317-732-9200
The Three Treasures LLC	Meijer #190	2990 N Wayne St Angola IN 46703-9121	
Van Lun Thawng	Kroger #804	5810 E 71ST St Indianapolis IN 46220-4002	317-845-9653
Za Herh Cin	Ivey Tech Community College Fall Creek Cafe	2523 N Capitol Ave Indianapolis IN 46208	317-917-5960

Franchisee Name	Franchise Unit	Address	Phone
Zung Nuam Cuai	Meijer #155	2507 Chester Blvd Richmond IN 47374-1105	765-939-4400
Aung San Oo	Hen House #24	11721 Roe Ave Leawood KS 66211-2605	913-338-0600
Aung San Oo	Hen House #24 ATG	11721 Roe Ave Leawood KS 66211-2605	913-338-0600
Lum Haung Laja	Hen House #28	6950 Mission Ln Prairie Village KS 66208-2619	913-362-3556
Lum Haung Laja	Hen House #33	6900 W 135TH St Overland Park KS 66223-4800	913-685-8400
Nang Lian Mung	Sprouts #174	8550 Maurer Rd Lenexa KS 66219-1100	913-312-1586
Nant San Thidar	Sprouts #175	7728 E Central Ave Wichita KS 67206-2172	316-448-5254
Neng Sawm Thang	Sprouts #173	4740 Bauer Farm Dr Lawrence KS 66049-9039	785-727-7314
Ra Ma Sa	Sprouts #171	6821 W 135TH St Overland Park KS 66223-7900	913-643-4190
Saw Kaw Lo	Sprouts #176	9628 Nall Ave Overland Park KS 66207-2952	913-312-1586
Sushi Mina LLC	Hen House #19	15000 W 87TH Street Pkwy Lenexa KS 66215-4160	913-599-6423
Sushi Mina LLC	Hen House #22	4050 W 83RD St Prairie Village KS 66208-5301	913-648-1441
Sushi Mina LLC	Hen House #35	2724 W 53RD St Fairway KS 66205-1705	913-432-2992
Sushi Mina LLC	Price Chopper #039	12010 W 63RD St Shawnee KS 66216-1867	9132688025
Zaw Bauk Maran	Price Chopper #006	7201 W 151ST St Overland Park KS 66223-2229	913-897-4600
Zaw Htike	Hen House #32	13600 S Blackbob Rd Olathe KS 66062-1934	913-782-3500
Zaw Htike	Hen House #34	11930 College Blvd Overland Park KS 66210-3943	913-782-3500
Zaw Htike	Price Chopper #040	15970 S. Mur-Len Rd Olathe KS 66062	913-393-8000
Aung Aung Moe	Meijer #258	2013 Lantern Ridge Dr Richmond KY 40475-6010	231-348-6100
Khai Biak Lian	Fort Knox Military Base - HR Building	1556 Spearhead Division Ave Fort Knox KY 40121-5741	502-942-5206
Khai Biak Lian	Meijer #162	9901 Dixie Hwy Louisville KY 40272-3943	502-995-2100
Lia Za San	Kroger #475	1700 Declaration Dr Independence KY 41051-8441	859-898-1600
Malar Hlaing	Louisville University Hospital	530 S Jackson St Louisville KY 40202-1675	502-540-3886
Malar Hlaing	Louisville University Jewish Hospital	3200 Abraham Flexner Way Louisville KY 40202	
Orchid Inc	Kroger #434	1751 Patrick Dr Burlington KY 41005-7345	859-586-4450
Orchid Inc	Kroger #454	9001 US Highway 42 Union KY 41091-7191	859-334-9400
Phyo M Than	Murray State University - Business Building	302 N 16th Street Murray KY 42071	
Phyo M Than	Murray State University - Business Express	109 Business Building Murray KY 42071-3314	270-809-4346
Phyo M Than	Murray State University - Waterfield Library	1400 N 15th Street Murray KY 42071	
Phyo M Than	Murray State University - Winslow Dining Hall Fast Track	102 Curris Center Murray KY 42071	
Ram Lian	Veterans Canteen Service #603	800 Zorn Ave Louisville KY 40206	502-287-5312
Saw Shein	Kroger #435	808 N 12TH St Murray KY 42071-1666	270-759-3021
Sui Thang	Kroger #367	635 Chestnut Dr Walton KY 41094-7841	859-669-1600
Thawng Vung	Kroger #477	2150 Dixie Hwy Ft Mitchell KY 41017-2902	859-292-1800
Tun Kyi	Kroger #423	130 Pavilion Pkwy Newport KY 41071-2998	859-292-5640
Van Biak Lian	Kroger #409	3105 N Bend Rd Hebron KY 41048-8523	859-962-4900

Franchisee Name	Franchise Unit	Address	Phone
Aahoi Family LLC	Champagne's Market - Lafayette	454 Heymann Blvd Lafayette LA 70503-2600	337-235-4114
Chan Tin Hmung	Ochsner Hospital	1514 Jefferson Hwy New Orleans LA 70121	
Chan Tin Hmung	Ochsner Hospital - Southport Cafe	1514 Jefferson Hwy New Orleans LA 70121	
Dau Nyoï	Sprouts #691	4841 Rouzan Square Ave Baton Rouge LA 70808-4061	
Hkawng Dau	Champagne's Supermarket #166	202 S Kibbe St Erath LA 70533-3940	337-937-8163
Hkawng Dau	Raintree Market	17750 Highway 182 Baldwin LA 70514-1453	
Huiyu Lin	Veterans Canteen Service #629	2400 Canal St New Orleans LA 70119-6535	504-568-0811
Marie Fyfe	Louisiana State University - 459 Outtakes	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - Law School	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - Middleton Library	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - On The Geaux - LSU Vet School	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - Ourso School of Business	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - Student Union Poke	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - Student Union Sushi	310 LSU Student Union Baton Rouge LA 70803-0001	
Marie Fyfe	Louisiana State University - Take 5	310 LSU Student Union Baton Rouge LA 70803-0001	
Ngun Khenglot	Robie's Food Center	604 S State St Abbeville LA 70510-6618	337-893-4354
Ngun Khenglot	University of Louisiana at Lafayette - Cafe Fleur de Lis	1 Legacy Drive Lafayette LA 70504-0001	337-482-6400
Ngun Khenglot	University of Louisiana at Lafayette - Starbucks	104 E University Ave Lafayette LA 70503-2014	337-482-6400
Ngun Khenglot	University of Louisiana of Lafayette - Sushi	110 Rex St Lafayette LA 70503-2008	337-482-6400
Saw Htay Lwin	Champagne Super Foods #686	1051 W Maple Ave Eunice LA 70535-5237	337-457-1893
Thawng Hre	Larry's Super Foods #688	1313 W Veterans Meml Dr Kaplan LA 70548-4501	337-643-6492
Aung Brothers Inc	Broadway Marketplace	468 Broadway Cambridge MA 02138-3908	617-547-2335
Aung Brothers Inc	Stop & Shop #0020	65 Newport Ave Quincy MA 02171-2643	
Yuwadi Lwin INC.	Stop & Shop #0003	235 Old Connecticut Path Framingham MA 01701-4575	
Van Hmung Lian	Stop & Shop #0007	377 Chauncy St Mansfield MA 02048-1169	
Bawi Za Kham	Stop & Shop #0011	40 Furlong Dr Revere MA 02151-4006	
Naing Family LLC	Stop & Shop #0012	65 MA-6A Sandwich MA 2563	
Van Hmung Lian	Stop & Shop #0044	565 Main St Walpole MA 2081	
Bawi Za Kham	Stop & Shop #0062	99 Charles St Malden MA 02148-6700	
Bawi Za Kham	Stop & Shop #0064	24 MA-6A Orleans MA 2653	
Dal Mung	Merrimack College - Campus Center	315 Turnpike St North Andover MA 01845-5806	978-837-5000
Dal Mung	Merrimack College - McQuade Library	315 Turnpike St North Andover MA 01845-5806	978-837-5000
Dal Mung	Merrimack College - Starbucks	315 Turnpike St North Andover MA 01845-5806	978-837-5000
Hehoo Inc.	Ring Bros. Marketplace	485 Route 134 South Dennis MA 02660-3431	508-394-2244
Hua Express Sushi Corp.	Framingham State University - McCarty Center	93 State St Framingham MA 1702	508-922-2874

Franchisee Name	Franchise Unit	Address	Phone
K & K Sushi, Inc	bfresh #103	244 Elm St Somerville MA 02144-2935	857-997-2292
K & K Sushi, Inc	Stop & Shop #2421	165 Needham St Newton Upper Falls MA 02464-1505	857-997-2292
Sara Dianoush	Stop & Shop #0066	3900 Falmouth Rd Marstons Mills MA 02648-1855	
Win Naing	Stop & Shop #0073	125 Highland Ave Seekonk MA 02771-5819	
Bawi Za Kham	Stop & Shop #0089	60 Everett St Allston MA 02134-1953	
Bawi Za Kham	Stop & Shop #0412	1620 Tremont St Boston MA 02120-1613	
Lin Naing Oo	Stop & Shop #0006	829 Worcester St Natick MA 01760-2076	
Liang Kuo Cheng	Stop & Shop #0416	160 Providence Hwy Dedham MA 02026-1809	
Win Naing	Stop & Shop #0421	815 Grand Army of the Republic Hwy Somerset MA 2725	
Vincent Li	Stop & Shop #0422	225 Upper Main St Edgartown MA 02539-5927	
Nawang Chodak	Bentley University - Sushi	175 Forest St Waltham MA 02452-4713	781-891-2000
Niang Sang Cing	Suffolk University - Mein Bowl	20 Somerset St Boston MA 02108-5302	617-573-8000
Niang Sang Cing	Suffolk University - Sushi	20 Somerset St Boston MA 02108-5302	617-573-8000
Salai Maungkhin	Stop & Shop #0427	221 Huttleston Ave Fairhaven MA 02719-1956	
Khin Myo Thu	Stop & Shop #0433	760 Fellsway Medford MA 02155-4926	
Lin Naing Oo	Stop & Shop #0446	171 Watertown St Watertown MA 02472-2699	
Rex Tin Chen	Stop & Shop #0455	695 Main St Winchester MA 01890-1902	
Bawi Cong	Stop & Shop #0469	127 Samoset St Plymouth MA 02360-4801	
Sara Dianoush	Stop & Shop #0087	10 Bates Rd Mashpee MA 02649-3284	
Sara Dianoush	Stop & Shop #0406	425 Attucks Ln Hyannis MA 02601-8142	
Sara Dianoush	Stop & Shop #0425	20 Teaticket Hwy East Falmouth MA 02536-5615	
Van Hmung Lian	Stop & Shop #0472	40 Franklin Village Dr Franklin MA 2038	
Win Naing	Stop & Shop #0473	333 Mariano Bishop Blvd Fall River MA 02721-2349	
Naing Family LLC	Stop & Shop #0474	2991 Cranberry Hwy East Wareham MA 02538-1354	
SPJRK, LLC	UMass Boston - Mein Bowl	100 Morrissey Blvd Boston MA 02125-3300	617-287-5033
SPJRK, LLC	UMass Boston - Sushi	100 Morrissey Blvd Boston MA 02125-3300	617-287-5033
Sushi King Inc.	Baystate Medical Center - 280 Chestnut Cafe	280 Chestnut Springfield MA 01199-0001	202-473-1364
Sushi King Inc.	Baystate Medical Center - 3300 Main St	3300 Main St Springfield MA 01199-1002	202-473-1364
Sushi King Inc.	Baystate Medical Center - Atwater's Cafe	759 Chestnut St Springfield MA 01199-1001	202-473-1364
Sushi King Inc.	Baystate Medical Center - Chestnut Surgery Cafe	759 Chestnut St Springfield MA 01199-1001	413-794-4267
Sushi King Inc.	Baystate Medical Center - North Cafe	759 Chestnut St Springfield MA 01199-1001	202-473-1364
Sushi King Inc.	Baystate Medical Center - Whitney Cafe	361 Whitney Ave Holyoke MA 01040-2855	202-473-1364
Sushi King Inc.	Bridgewater State University	1 Park Ave Bridgewater MA 02324-2636	607-777-2000
Sushi King Inc.	Bridgewater State University - Mein Bowl	1 Park Ave Bridgewater MA 02324-2636	607-777-2000
Tenzin Nyidon Sushi LLC	Babson College	231 Forest St Wellesley Hills MA 02481-6834	781-235-1200

Franchisee Name	Franchise Unit	Address	Phone
Tenzin Nyidon Sushi LLC	Babson College - Olin Cafe	231 Forest St Wellesley Hills MA 02481-6834	781-235-1200
Sara Dianoush	Stop & Shop #0475	111 Brewster-Chatham Rd Harwich MA 2645	
Lang Kho Tuan	Stop & Shop #0480	299 Chelmsford St Chelmsford MA 01824-2417	
Salai Maungkhin	Stop & Shop #0493	25 Faunce Corner Mall Rd North Dartmouth MA 02747-4216	
Yuwadi Lwin INC.	Stop & Shop #0497	32 Lyman St Westborough MA 01581-1419	
Vincent Li	Stop & Shop #2415	31 Sparks Ave Nantucket MA 02554-3951	
Khin Myo Thu	Stop & Shop #0498	779 McGrath Hwy Somerville MA 02145-2122	
Soe Naing	Stop & Shop #0782	1282 Springfield St Feeding Hills MA 01030-2119	
Soe Naing	Stop & Shop #0787	228 King St Northampton MA 01060-2364	
Bawi Za Kham	Stop & Shop #2403	56 Shank Painter Rd Provincetown MA 02657-1342	
Rita Thakuri	Stop & Shop #2700	400 Boston Post Rd Wayland MA 01778-1824	
Ah Brang	Martin's #275	1650 C Wesel Blvd Hagerstown MD 21740-5387	301-790-0143
Ah Tu Lawang	Green Valley Marketplace #54	8095 Edwin Raynor Blvd Pasadena MD 21122-6829	
Ah Tu Lawang	Sprouts #916	9150 Baltimore National Pike Ste1 Ellicott City MD 21042-2614	410-696-3160
Aung Myint Sein	Giant Food #0121	1161 Md. Rt. 3 North Crofton MD 21054	
Za Lian Hmung	Giant Food #0106	7919 Tuckerman Ln Potomac MD 20854-3243	
Best Sushi LLC	Food & Drug Administration	10903 New Hampshire Ave Silver Spring MD 20903-1058	301-956-0459
Za Lian Hmung	Giant Food #0132	10400 Old Georgetown Rd Bethesda MD 20814-1914	
Tha Thawng Lian	Giant Food #0135	3860 International Dr Silver Spring MD 20906-1548	
Goon Du Pha Ga	Sprouts #919	8070 Governor Ritchie Hwy # 6b Pasadena MD 21122-1085	
Goon Du Pha Ga	University of Maryland - Baltimore - True Grit	1000 Hilltop Cir Baltimore MD 21250-0001	
Goon Du Pha Ga	University of Maryland-Baltimore - Administration Commons	1000 Hilltop Cir Baltimore MD 21250-0001	
Goon Du Pha Ga	University of Maryland-Baltimore - ATG	1000 Hilltop Cir Baltimore MD 21250-0001	443-612-3663
Goon Du Pha Ga	University of Maryland-Baltimore - Sushi	1000 Hilltop Cir Baltimore MD 21250-0001	443-612-3663
Goon Du Pha Ga	University of Maryland-Baltimore-OutTakes Commons	1000 Hilltop Cir Baltimore MD 21250-0001	
Holy Ground Sushi LLC	Giant Food #0159	3757 Old Court Rd Pikesville MD 21208-3902	
Holy Ground Sushi LLC	Giant Food #0324	4315 Mountain Rd Pasadena MD 21122-4560	
Holy Ground Sushi LLC	Giant Food #0358	573 Governor Ritchie Hwy Severna Park MD 21146-2923	
Hringngen Family LLC	Martin's #444	18726 North Pointe Dr Hagerstown MD 21742-2418	240-420-8545
Huai Pi	Giant Food #0128	2145 York Rd Lutherville Timonium MD 21093-3110	
Jaseng Mai	Sprouts #920	3800 Boston St Baltimore MD 21224	
Joseph Keikap	Giant Food #0117	6223 Baltimore National Pike Catonsville MD 21228-2910	

Franchisee Name	Franchise Unit	Address	Phone
Joseph Keikap	Giant Food #0194	2323 Forest Dr Annapolis MD 21401-3833	410-266-9316
Joseph Keikap	Giant Food #0308	13 Lee Airpark Dr Edgewater MD 21037-1237	
Khin Maung Kyaw	Giant Food #0143	4715 Dorsey Hall Dr Ellicott City MD 21042-5975	
Khin Maung Kyaw	Giant Food #2310	9200 Baltimore National Pike Ellicott City MD 21042-2613	
Khin Maung Kyaw	Giant Food #2312	6636 Ritchie Hwy Glen Burnie MD 21061-2317	
Kyaw Zin Latt	Giant Food #0141	7940 Crain Hwy S Glen Burnie MD 21061-4932	
Kyaw Zin Latt	Giant Food #2311	1155 Annapolis Rd Odenton MD 21113-1633	
Niang Suan Lun	Giant Food #0166	4622 Wilkens Ave Baltimore MD 21229-4842	
La Nan	Giant Food #2318	10210 Mill Run Cir Owings Mills MD 21117	
Lal Puia	Sprouts #917	803 Goucher Blvd Towson MD 21286-5676	
Lal Puia	T Rowe Price - Cafe 4	4525 Painters Mill Rd Owings Mills MD 21117-4903	410-356-2148
Lal Puia	T Rowe Price - Cafe 6	4435 Painters Mill Owing Mills MD 21117	
Lal Puia	T Rowe Price - Tech Centre	11550 Cronridge Dr Owings Mills MD 21117-2271	
Lal Rin San	Green Valley Marketplce #51	7280 Montgomery Rd Elkridge MD 21075	
Lwin Zaw	Greater Baltimore Medical Center	6701 N Charles St Towson MD 21204-6808	443-849-6238
Mang Biak Luai	Giant Food #0125	12051 Rockville Pike Lbby Rockville MD 20852-5641	
Mang Biak Luai	Giant Food #0319	625 Hungerford Dr Rockville MD 20850-1721	
Thang Do Vel	Giant Food #0167	948 Bay Ridge Rd Annapolis MD 21403-3958	
Za Lian Hmung	Giant Food #0198	9812 Falls Rd Potomac MD 20854-3976	
Za Lian Hmung	Giant Food #0300	8805 Centre Park Dr Columbia MD 21045-2117	
Niang Hau Cing	Giant Food #0347	10480 Campus Way S Largo MD 20774	
Niang Hau Cing	Giant Food #2301	15618 Columbia Pike Burtonsville MD 20866	
Tha Thawng Lian	Giant Food #0301	13781 Connecticut Ave Aspen Hill MD 20906-2916	
Aung Myint Sein	Giant Food #0310	15520 Annapolis Rd Bowie MD 20715-3002	
La Nan	Giant Food #0322	11604 Reisterstown Rd Reisterstown MD 21136-3702	
Patrick Thian Kam	Martin's #307	1320 Londontown Blvd Eldersburg MD 21784-6409	410-552-5107
SUMT LLC	Giant Food #0335	1700 Kingfisher Dr Frederick MD 21701-4775	
SUMT LLC	Giant Food #0346	5316 New Design Rd Frederick MD 21703-7102	
SUMT LLC	Giant Food #0349	3530 Sugarloaf Pkwy Frederick MD 21704-7909	
Ta Mawi	Sprouts #918	680 Marketplace Dr Bel Air MD 21014-4338	
Ta Mawi	Veterans Canteen Service #512	10 N Greene St Baltimore MD 21201-1524	410-605-7050
Tha Hlei Sung	Giant Food #0111	6480 Freetown Rd Columbia MD 21044-4050	
Tha Hlei Sung	Giant Food #0155	7200 Cradlerock Way Columbia MD 21045-5067	
Tha Hlei Sung	Giant Food #0348	6050 Daybreak Cir Clarksville MD 21029-1641	
Dawt Hmung	Giant Food #0325	10790 Town Center Blvd Dunkirk MD 20754-2736	
Myint Oo	Giant Food #0327	7142 Arlington Rd Bethesda MD 20814-2915	

Franchisee Name	Franchise Unit	Address	Phone
Mang Biak Luai	Giant Food #0336	2900 University Blvd W Wheaton MD 20902-1971	
Myint Oo	Giant Food #0357	5400 Westbard Ave Bethesda MD 20816-1409	
Tuan Tha Peng	Giant Food #0354	1280 E West Hwy Silver Spring MD 20910-3242	
Yumei Ni	Giant Food #0343	11740 Rousby Hall Rd Lusby MD 20657-2606	
Yumei Ni	Giant Food #0359	45101 First Colony Way California MD 20619-2416	
Nu Lawm	Giant Food #0364	1401 Rock Spring Rd Bel Air MD 21014-1920	
Nu Lawm	Giant Food #0365	3299 Emmorton Rd Abingdon MD 21009-2013	
Tha Thawng Lian	Giant Food #2317	18140 Village Mart Dr Olney MD 20832-1413	
Goon Du Pha Ga	Martin's #104	1729 Dual Hwy Hagerstown MD 21740-6653	301-745-4901
Zaw Min Aung	Giant Food #0108	6340 York Rd # 50 Baltimore MD 21212-2361	
Zaw Min Aung	Giant Food #0344	6020 Marshalee Dr Elkridge MD 21075-5935	
Zaw Min Aung	Giant Food #2305	7709 Harford Rd Parkville MD 21234-6403	
Zaw Min Aung	Giant Food #2306	1020 W 41st St Baltimore MD 21211-1666	
Aung Moe	Meijer #222	1005 E 13 Mile Rd Madison Heights MI 48071-1533	248-307-4968
Aung Moe	Meijer #237	29505 Mound Rd Warren MI 48092-2012	586-573-2909
Bawi Rum Mang Thang	Meijer #236	4900 M 72 E Williamsburg MI 49690	231-534-9800
Bawi San Lian	Meijer #213	9515 Birch Run Rd Birch Run MI 48415-9613	231-876-2800
Bawi San Lian	Veterans Canteen Service #553	4646 John R Street Detroit MI 48201	313-576-3772
Bawi Uk Thang	Meijer #197	900 N Lapeer Rd Oxford MI 48371-6747	248-236-8000
BC Bawi	Meijer #291	408 W South St Sturgis MI 49091-2153	269-319-4000
BETEL NUT, LLC	Meijer #302	3630 US-41 West Marquette MI 49855	517-555-1212
Biak Tin Rem	Meijer #019	700 W Norton Ave Muskegon MI 49441-4751	231-733-2535
Biak Tin Rem	Meijer #071	1800 Holton Rd Muskegon MI 49445-1532	231-744-7610
Biak Tin Rem	Meijer #232	5326 Harvey St Muskegon MI 49444-6716	231-799-6929
Ceu Hu Kham	Meijer #030	2777 Airport Rd Jackson MI 49202-1239	616-365-6068
Ceu Hu Kham	Meijer #056	3333 E Michigan Ave Jackson MI 49202-3853	517-787-8722
Christine Hehmeh	Meijer #282	1251 M 32 West Alpena MI 49707	989-884-6100
Chum Kio	Meijer #312	3757 Plainfield Ave NE Grand Rapids MI 49525-2403	616-365-1400
Cung Chin Bik	Meijer #020	2425 Alpine Ave NW Grand Rapids MI 49544-1956	616-365-6068
Cung Tin Mang	Meijer #257	1201 Lears Rd Petoskey MI 49770-9252	231-348-6100
David Lian	Meijer #193	3900 W US Highway 10 Ludington MI 49431-7612	231-845-3700
David Lian	Meijer #279	15 Caberfae Hwy Manistee MI 49660-1109	231-887-5200
Eagle Brother Inc	Meijer #027	3825 Carpenter Rd Ypsilanti MI 48197-9606	734-677-7168
Eagle Brother Inc	Meijer #064	3145 Saline Rd Ann Arbor MI 48103	734-997-3968
Eagle Brother Inc	Meijer #173	5465 Jackson Rd Ann Arbor MI 48103	734-222-0368
En Lam Piang	Meijer #026	550 Baldwin St Jenison MI 49428-9753	616-457-5600
En Lam Piang	Meijer #216	315 Wilson Ave NW Grand Rapids MI 49534-3554	616-735-2168

Franchisee Name	Franchise Unit	Address	Phone
Everest Moe LLC	Meijer #025	2055 W Grand River Ave Okemos MI 48864-1706	517-347-9168
Everest Moe LLC	Meijer #210	730 E Saginaw Hwy Grand Ledge MI 48837-8411	517-669-4600
Everest Moe LLC	Meijer #324	6200 S Pennsylvania Ave Lansing MI 48911-5719	517-394-9568
Gan Hpung	University of Michigan - Bert's Cafe	919 S University Ave Ann Arbor MI 48109-1185	734-647-6237
Gan Hpung	University of Michigan - Blue Cafe - South Quad	600 E Madison St Ann Arbor MI 48109-1372	734-763-5887
Gan Hpung	University of Michigan - Blue Cafe and Market Mosher Jordan	200 Observatory St Ann Arbor MI 48109-2035	734-764-2118
Gan Hpung	University of Michigan - Blue Market at Michigan Union	530 S State St Ann Arbor MI 48109-1308	
Gan Hpung	University of Michigan - Blue Market Bursley	1931 Duffield Dr Ann Arbor MI 48109-2024	734-763-2583
Gan Hpung	University of Michigan - Blue Market Markley	1503 Washington Hts Ann Arbor MI 48109-2015	734-764-2118
Gan Hpung	University of Michigan - Blue Market Munger	540 Thompson St Ann Arbor MI 48104-2414	734-647-2067
Gan Hpung	University of Michigan - Cafe 32	1011 N University Ave Ann Arbor MI 48109-1078	734-615-3477
Gan Hpung	University of Michigan - Darwin's Cafe	1105 N University Ave Ann Arbor MI 48109-1085	734-763-1050
Gan Hpung	University of Michigan - East Quad	701 E University Ave Ann Arbor MI 48109-1245	734-764-0136
Gan Hpung	University of Michigan - Fields Cafe	100 Washtenaw Ave Ann Arbor MI 48109-2218	734-615-9193
Gan Hpung	University of Michigan - JavaBlu - Student Activities Building	515 E Jefferson St Ann Arbor MI 48109-1316	734-763-3057
Gan Hpung	University of Michigan - JavaBlu - Taubman Health Sciences Library	1135 Catherine St Ann Arbor MI 48109-2038	734-615-1924
Gan Hpung	University of Michigan - JavaBlu at School of Public Health	1415 Washington Hts Ann Arbor MI 48109-2029	734-647-3179
Gan Hpung	University of Michigan - Maizie's Kitchen and Market	911 N University Ave Ann Arbor MI 48109-1265	734-936-2224
Gan Hpung	University of Michigan - Mujo Cafe	2281 Bonisteel Blvd Ann Arbor MI 48109-2094	734-615-4325
Gan Hpung	University of Michigan - North Quad	105 S State St Ann Arbor MI 48109-1285	734-764-0170
Golden Trees Inc	Meijer #021	5800 Gull Rd Kalamazoo MI 49048-1021	269-337-2958
Golden Trees Inc	Meijer #022	5121 S Westnedge Ave Portage MI 49002-0404	269-337-2168
Golden Trees Inc	Meijer #041	1920 Pipestone Rd Benton Harbor MI 49022-2315	269-926-7204
Golden Trees Inc	Meijer #119	6660 W Main St Kalamazoo MI 49009-3962	269-372-9168
Golden Trees Inc	Meijer #196	8850 Shaver Rd Portage MI 49024-6155	269-321-4368
Golden Trees Inc	Meijer #251	5019 Red Arrow Hwy Stevensville MI 49127-1013	269-556-2400
Harn Family LLC	Meijer #158	1997 E Beltline Ave NE Grand Rapids MI 49525-4545	616-447-1568
Harn Family LLC	Meijer #158 C-Store	1999 E Beltline Ave Ne Grand Rapids MI 49525-4545	616-447-1568
Harn Family LLC	Meijer #248	3700 17 Mile Rd NE Cedar Springs MI 49319-7974	616-696-4600
Harn Family LLC	Meijer #615 C-Store	2988 Walker Ave NW Grand Rapids MI 49544-9424	
Harn Family LLC	Meijer #985	2350 3 Mile Rd NW Grand Rapids MI 49544-1305	616-735-7147
Harn Family LLC	Meijer #989	2350 3 Mile Rd NW Grand Rapids MI 49544-1305	616-735-7147

Franchisee Name	Franchise Unit	Address	Phone
Hlei Kip Par	Earth Fare #700	5070 S Westnedge Ave Portage MI 49002	
Joseph Lalzui Tluanga	Meijer #053	4200 Highland Rd Waterford MI 48328-2137	
Joseph Lalzui Tluanga	Meijer #185	800 Brown Rd Auburn Hills MI 48326-1309	248-393-5100
Joseph Lalzui Tluanga	Meijer #227	6001 Highland Rd White Lake MI 48383-4302	248-889-6800
Khaing Myo Aung	Meijer #226	2799 10 Mile Rd NE Rockford MI 49341-9100	616-863-3400
Khaing Myo Aung	Meijer #226 ATG	2799 10 Mile Rd NE Rockford MI 49341-9100	616-863-3400
Khaing Tan	Meijer #029	2333 S Center Rd Burton MI 48519-1147	
Khaing Tan	Meijer #259	4141 Morrish Rd Swartz Creek MI 48473-7900	810-635-1400
Kham Thawn Thang	Meijer #217	3320 W Shore Dr Holland MI 49424-7753	616-994-1100
La Nan Dure	Bridge Street Market #650	405 Seward Ave NW Grand Rapids MI 49504-5556	
La Nan Dure	Meijer #310	4665 S Green Ave Fremont MI 49412-9509	
Lametna Sushi LLC	Meijer #042	8400 Gratiot Rd Saginaw MI 48609-4804	989-781-4644
Matu LLC	Meijer #199	1801 Marketplace Dr SE Caledonia MI 49316-8506	616-656-6168
Maung Maung	Meijer #293	1138 W 3 Mile Rd Sault Sainte Marie MI 49783-9132	906-253-2800
Maung Than	Meijer #067	1700 N Telegraph Rd Monroe MI 48162-9204	734-457-1900
Maung Than	Meijer #123	16300 Fort St Southgate MI 48195-1421	734-284-5300
Maung Than Aung	Meijer #229	205 S Range Rd Marysville MI 48040-2605	810-388-9600
Maung Win	Meijer #231	28800 Telegraph Rd Southfield MI 48034-1950	248-304-9500
Min Min Tun	Meijer #050	5531 28th St SE Grand rapids MI 49512-2053	616-954-6068
Min Min Tun	Meijer #050 C Gas Station	5531 28th St SE Grand rapids MI 49512-2053	616-954-6068
Min Min Tun	Meijer #221	3434 Century Center St SW Grandville MI 49418-3101	616-724-2868
Min Min Tun	Meijer #311	1540 28th St SE Grand Rapids MI 49508-1412	616-452-9651
Mya Mya Thet	Meijer #054	20401 Haggerty Rd Northville MI 48167-1999	248-449-5768
Mya Mya Thet	Meijer #068	37201 Warren Rd Westland MI 48185-2025	734-728-1800
MYATMAHAR LLC	Meijer #023	5125 W Saginaw Hwy Lansing MI 48917-2635	517-886-8168
MYATMAHAR LLC	Meijer #052	1350 W Lake Lansing Rd East Lansing MI 48823-1314	517-333-3063
MYATMAHAR LLC	Meijer #209	12821 Cross Over Dr Dewitt MI 48820-7993	517-669-4600
Ngin Suanh Pau	Meijer #203	15400 Waldron Way Big Rapids MI 49307-8890	231-527-0200
Pau Khen Piang	Meijer #109	1703 Haggerty Hwy Commerce Township MI 48390-2833	248-280-5068
Pau Khen Piang	Meijer #122	49900 Grand River Ave Wixom MI 48393-3308	248-449-8568
Sang Za Hmung	Meijer #294	505 N 26TH St Escanaba MI 49829-1422	906-233-1100
Saw San Win	Meijer #069	1015 E Pickard St Mount Pleasant MI 48858-1062	989-775-2129
Saw San Win	Meijer #270	2805 W Cheesman Rd Alma MI 48801-1095	989-576-6068
Saw San Win	Meijer #306	25225 Schoenherr Rd Warren MI 48089-1596	
Shwe Kyi LLC	Meijer #108	7300 Eastman Ave Midland MI 48642-7808	989-839-5900
Simon Sang	Meijer #172	3883 E Grand River Ave Howell MI 48843-8564	517-552-6600
Simon Sang	Meijer #245	2160 Hartland Rd Hartland MI 48353-2502	810-632-4200

Franchisee Name	Franchise Unit	Address	Phone
Sui Za Vung	Meijer #045	217 E US Highway 223 Adrian MI 49221-4215	517-265-7820
Sui Za Vung	Meijer #191	1195 M-89 Plainwell MI 49080	269-685-3800
Sui Za Vung	Veterans Canteen Service #506	2215 Fuller Rd Ann Arbor MI 48105	734-845-3771
Tha Lian Bawi	Meijer #033	3955 US 31 Traverse City MI 49686	231-933-1868
Thang Lian Cin	Meijer #254	4075 32nd Ave Hudsonville MI 49426-8878	
Tluang Tin Thang	Meijer #315	100 Pigeon Rd Bad Axe MI 48413-8169	
Tual Khan Mang	Meijer #205	11853 Fulton St E Lowell MI 49331-8612	
Tual Khan Mang	Meijer #303	2770 S State Rd Ionia MI 48846-8472	616-527-9200
U Tin Tin	Meijer #057	3175 N Rochester Rd Rochester Hills MI 48306	248-844-5068
U Tin Tin	Meijer #065	15055 Hall Rd Utica MI 48315-6206	586-556-0400
UNITED SUSHI LLC.	Meijer #032	45001 Ford Rd Canton MI 48187-2907	734-844-2706
UNITED SUSHI LLC.	Meijer #072	9701 Belleville Rd Belleville MI 48111-1305	734-697-1500
Van Dawt Thang	Meijer #171	8605 E 34 Rd Cadillac MI 49601-8280	231-876-2800
Van Lal Thang	Meijer #174	550 Hull Rd Mason MI 48854-9270	517-244-1900
Van Ram Nuam Sang	Meijer #048	2980 E Wilder Rd Bay City MI 48706	
Van Ram Nuam Sang	Meijer #187	595 N. Pine Rd Bay City MI 48708	
Van Tha Cem	Meijer #201	606 S Greenville West Dr Greenville MI 48838-3513	231-733-2535
William Tun	Meijer #105	27255 23 Mile Rd Chesterfield MI 48051-2023	586-598-0600
William Tun	Meijer #242	36865 26 Mile Rd Lenox MI 48048-3163	586-716-5800
Win Thein Maung Kyaut	Meijer #163	4775 24th Ave Fort Gratiot MI 48059-3405	810-385-2100
Za Tin Mawng	Capital City Market #652	600 E Michigan Ave Suite 100 Lansing MI 48912	
Zau Galau	Meijer #253	7157 E Saginaw St East Lansing MI 48823-9620	517-885-9000
Zing Hlei Cuai	Meijer #034	5150 Coolidge Hwy Royal Oak MI 48073-1001	248-280-1800
Zing Hlei Cuai	Woodward Corner Market	30955 Woodward Ave Suite 305 Royal Oak MI 48073-0800	
Zo Ram Pan	Meijer #250	250 Meijer Dr Gaylord MI 49735-7241	989-731-9600
AnAn's Sushi LLC	Lunds & Byerly's - White Bear Lake	4630 Centerville Rd White Bear Lk MN 55127-2301	
AnAn's Sushi LLC	Lunds & Byerly's - White Bear Lake ATG	4630 Centerville Rd White Bear Lk MN 55127-2301	
Aung Aung Say	Byerly's - Chanhassen	800 W 78TH St Chanhassen MN 55317-9578	952-474-1298
Aung Aung Say	Byerly's - Chanhassen ATG	800 W 78TH St Chanhassen MN 55317-9578	952-474-1298
BHT Inc.	Mayo Clinic's - DAHLC	565 1ST Ave SW Rochester MN 55902	507-284-2511
BHT Inc.	Mayo Clinic's - Harwick	205 3rd Ave SW Rochester MN 55905-0010	507-284-2511
BHT Inc.	Mayo Clinic's - Mayo Support Center	4001 41ST St NW Rochester MN 55901-8901	507-284-2511
BHT Inc.	Mayo Clinic's - Methodist	201 Center St W Rochester MN 55902-3003	507-284-2511
BHT Inc.	Mayo Clinic's - St. Mary Delivery	1216 2nd St SW Rochester MN 55902-1906	507-284-2511
BHT Inc.	Mayo Clinic's - Superior Drive	3050 Superior Dr NW Rochester MN 55905-1700	507-284-2511
BHT Inc.	Mayo Clinic's - Sushi	1216 2nd St SW Rochester MN 55902	507-284-2511

Franchisee Name	Franchise Unit	Address	Phone
Buan Lian Cung	Lund's - 50th Street	3945 W 50TH St Edina MN 55424-1203	952-926-6833
Gaoyias Paj Her	Byerly's - Eden Prairie 2	970 Prairie Center Dr Eden Prairie MN 55344-7304	952-934-5520
Gaoyias Paj Her	Byerly's - Eden Prairie 2 - ATG	970 Prairie Center Dr Eden Prairie MN 55344-7304	952-934-5520
Keo-Songkha Inc.	Byerly's - Golden Valley	5725 Duluth St Golden Valley MN 55422-4011	763-544-8846
Khai Family LLC	Lund's - Hennepin	1201 Hennepin Ave Minneapolis MN 55403-1707	612-379-5040
KT Sushi Inc	Lund's - Wayzata	1151 Wayzata Blvd E Wayzata MN 55391-1935	952-476-2222
Lin Win LLC.	Byerly's - Maple Grove	12880 Elm Creek Blvd N Maple Grove MN 55369-7052	763-416-1611
Lin Win LLC.	Byerly's - Maple Grove - ATG	12880 Elm Creek Blvd N Maple Grove MN 55369-7052	763-416-1611
Lin Win LLC.	Byerly's - St. Louis Park	3777 Park Center Blvd Saint Louis Park MN 55416-2515	952-929-2100
Lin Win LLC.	Byerly's - St. Louis Park - ATG	3777 Park Center Blvd Saint Louis Park MN 55416-2515	952-929-2100
Lin Win LLC.	Byerly's - St. Louis Park - Kosher	3777 Park Center Blvd Saint Louis Park MN 55416-2515	952-929-2100
Na Prayoukham	Byerly's - Burnsville	401 County Road 42 E Burnsville MN 55306-5706	952-892-5600
Na Prayoukham	Lund's - Village Market	16731 Highway 13 S Prior Lake MN 55372-8501	952-440-3900
Nai Zaw Lin	Lund's - Penn Ave	6228 Penn Ave S Richfield MN 55423-1135	612-861-1881
Nan Teresa Su	Lund's - Minnetonka	11400 Highway 7 Minnetonka MN 55305-5306	952-935-0198
Nan Teresa Su	Lund's - Plymouth	3455 Vicksburg Ln N Plymouth MN 55447-1319	763-268-1624
Nay Kaw INC.	Lund's - Navarre	3333 Shoreline Dr P.O. Box 121 Wayzata MN 55391-9800	952-471-8473
Nay Kaw INC.	Lunds & Byerly's - Excelsior	14400 Excelsior Blvd Minnetonka MN 55345-5820	952-512-7700
Oceanblue LLC	Lund's - Lake Street	1450 W Lake St Minneapolis MN 55408-2611	612-825-2440
Podah Molo	Byerly's - St. Cloud	2510 W Division St Saint Cloud MN 56301-3815	320-252-4112
Sky Blue LLC	Byerly's - Roseville	1601 County Road C W Roseville MN 55113-1302	651-633-6949
Zaw Sushi Inc.	Lund's - Loehmanns/Normandale	5159 W 98TH St Bloomington MN 55437-2040	952-896-0092
Super Sushi Inc	Byerly's - Ridgedale	13081 Ridgedale Dr Minnetonka MN 55305-1840	952-541-1414
Sushi Luver LLC	Lund's - University	25 University Ave SE Minneapolis MN 55414-1020	612-548-3820
Than Htut Oo	Byerly's - Woodbury	7050 Valley Creek Plz Woodbury MN 55125-2267	651-738-1974
Than Htut Oo	Byerly's - Woodbury - ATG	7050 Valley Creek Plz Woodbury MN 55125-2267	651-738-1974
That Win LLC	Lund's - Penfield	115 10TH St E Saint Paul MN 55101-2574	651-999-1600
TND Sushi Corp.	Byerly's - Edina	7171 France Ave S Edina MN 55435-4304	952-831-3601
TND Sushi Corp.	Byerly's - Edina - ATG	7171 France Ave S Edina MN 55435-4304	952-831-3601
Too Too Lay Sushi Ltd	Byerly's - Eagan	1299 Promenade Pl Eagan MN 55121-2293	651-686-9669
Too Too Lay Sushi Ltd	Byerly's - Eagan - ATG	1299 Promenade Pl Eagan MN 55121-2293	651-686-9669
Win Family Sushi Corp	Veterans Canteen Service #618	1 Veterans Dr Minneapolis MN 55417-2309	612-725-2029
Win Wold	Lund's - Ford Parkway	2128 Ford Pkwy Saint Paul MN 55116-1863	651-698-4845
Hlaing Wah Oo	Truman State University - Mein Bowl	901 S. Franklin St Kirksville MO 63501	660-785-4197
Hlaing Wah Oo	Truman State University - Sushi	100 E Normal Ave Kirksville MO 63501-4200	660-785-4197
John Thang Pi	Webster University - Sushi	175 Edgar Rd Webster Groves MO 63119-3227	615-460-6000

Franchisee Name	Franchise Unit	Address	Phone
Krishna Kumar Prajapathi	St. Louis University - Mein Bowl	20 N Grand Blvd Saint Louis MO 63103-2005	314-915-1005
Krishna Kumar Prajapathi	St. Louis University - Sushi	20 N Grand Blvd Saint Louis MO 63103-2005	314-915-1005
Krishna Kumar Prajapathi	Veterans Canteen Service #587	915 N Grand Blvd Saint Louis MO 63106-1621	314-487-0400 x4521
Lang Khen Cin	Sprouts #721	8383 N Booth Ave Kansas City MO 64158-1319	816-222-0202
Maung Nyin Soe	Price Chopper #021	500 NE Barry Rd Kansas City MO 64155	816-468-1188
Maung Nyin Soe	Price Chopper #043	1600 SE Blue Pkwy Lees Summit MO 64063-3191	816-875-2310
Sian Za Neng	Sprouts #723	800 NE Hwy 291 Lee's Summit MO 64086	816-272-7038
Than Zaw	Sprouts #722	6061 NW 64th St Kansas City MO 64151-2432	816-303-6503
Thi Ha	Price Chopper #011	4820 N Oak Trfy Kansas City MO 64118-4691	816-454-0710
Ah Du Sae	Kroger #472	115 Colony Crossing Way Madison MS 39110	601-605-5020
Ah Du Sae	Kroger #492	1070 Highway 51 Madison MS 39110-9084	601-853-2410
Gin Khan Zam	Kroger #452	7427 Goodman Rd Olive Branch MS 38654-1910	662-895-1460
Gin Khan Zam	Kroger #464	3095 Goodman Rd E Southaven MS 38672-8707	662-536-3741
Gin Khan Zam	Kroger #499	3926 Goodman Rd W Horn Lake MS 38637-1324	662-393-2213
Kam Suan Kim	Kroger #388	1811 W Government St Brandon MS 39042-2414	601-825-3373
Lal Eng Thanga	Kroger #478	2380 Mount Pleasant Rd Hernando MS 38632-1909	662-429-5327
Lal Eng Thanga	Kroger #478 ATG	2380 Mount Pleasant Rd Hernando MS 38632-1909	662-429-5327
Maung Maung	Kroger #381	826 Highway 12 W Starkville MS 39759-3582	662-324-8032
Maung Maung	Kroger #381 ATG	826 Highway 12 W Starkville MS 39759-3582	662-324-8032
Maung Soe Myint Nyo	Kroger #427	1829 Highway 45 N Columbus MS 39705-2152	662-327-1140
Myo Min	Kroger #447	930 Barnes Crossing Rd Tupelo MS 38804	
Myo Min	Kroger #471	960 W Main St Tupelo MS 38801-3538	662-840-8448
Nang Shan	Kroger #474	107 Highway 80 E Clinton MS 39056-4738	601-925-6340
Nang Shan	Kroger #479	110 Promenade Blvd Flowood MS 39232-8017	601-718-2230
Nang Shan	Kroger #490	6745 S Siwell Rd Byram MS 39272-8747	601-863-2001
Ni Ni	Kroger #497	143 Friendly And Fresh Dr Flowood MS 39232-6615	601-992-7552
Nu Brang	Alcorn State University - Mein Bowl	1000 Asu Dr Lorman MS 39096-7500	
Nu Brang	Alcorn State University - Sushi	1000 Asu Dr Lorman MS 39096-7500	
Pan Lung	Kroger #466	3408 Pemberton Square Blvd Vicksburg MS 39180-5573	601-630-4000
Pan Lung	Kroger #466 ATG	3408 Pemberton Square Blvd Vicksburg MS 39180-5573	601-630-4000
Sein Linn	Kroger #494	7045 Old Canton Rd Ridgeland MS 39157-1036	662-393-2213
Suan Za Cin Pau	Kroger #473	2013 University Ave Oxford MS 38655-3511	662-236-9956
Thang Khan Mang	Kroger #345	4910 I 55 N Jackson MS 39211-5401	601-366-1141
Thang Suan Khai	Kroger #493	1070 Spillway Cir Brandon MS 39047-6035	601-829-0740
A Dee	Lowe's Food #155	6310 Old Oak Ridge Road Suite G Greensboro NC 27410	336-668-2118

Franchisee Name	Franchise Unit	Address	Phone
A Dee	Lowe's Food #179	1581 New Garden Rd Greensboro NC 27410-2726	336-852-1770
A Dee	Lowe's Food #188	1236 Guilford College Rd Jamestown NC 27282-9810	336-856-7202
Ai Ah Siang	Lowe's Food #203	2205 Oak Ridge Rd Suite B Oak Ridge NC 27310-8728	336-644-0554
Ai Ah Siang	Lowe's Food #243	5820 N Church St Greensboro NC 27455-9342	
Aye Aye Aung	Campbell University - Aramark Shouse - Production Kitchen	445 Leslie Campbell Ave Shouse Dining Hall Lillington NC 27546	910-893-1429
Aye Aye Aung	Campbell University - GROC	445 Leslie Campbell Ave Lillington NC 27546	
Aye Aye Aung	Campbell University - Java Medical	4350 US-421 Lillington NC 27546	
Aye Aye Aung	Campbell University - Oasis	30 Pope St Lillington NC 27546	
Aye Aye Aung	Campbell University - POD	91 Doctor McKoy Rd Lillington NC 27546	
Aye Aye Aung	Campbell University - POD Lundy Hall	165 Dr Mckoy Rd Lillington NC 27546	
Chai Dane Mon	Sprouts #544	3357 Battleground Ave Greensboro NC 27410-2401	
Diversity Food Brands	CLT-Course B	5501 Josh Birmingham Pkwy Course B Charlotte NC 28208-5750	707-359-4673
Diversity Food Brands	CLT-Course D	5501 Josh Birmingham Pkwy Course D Charlotte NC 28208-5750	707-359-4673
Diversity Food Brands	CLT-Course E	5501 Josh Birmingham Pkwy Course D Charlotte NC 28208-5750	707-359-4673
Ei Kaung LLC	Lowe's Food #228	1191 University Dr Burlington NC 27215-8798	336-584-8091
Ei Kaung LLC	Lowe's Food #236	1020 Mebane Oaks Rd Mebane NC 27302-9679	919-563-0503
Fido Dido LLC	Bytes Cafe at Gateway Center	900 W Trade St Charlotte NC 28202-1139	
Fido Dido LLC	Taste Cafe	100 N Tryon St Suite 300, Founders Hall Charlotte NC 28202-4000	980-388-7468
Kio Cin Thang	Earth Fare #125	721 Gov Morrison St Suite 110 Charlotte NC 28211	
Lawm Thanga	Lowe's Food #182	5180 Reidsville Rd Walkertown NC 27051-9770	
Lawm Thanga	Lowe's Food #266	240 Market View Dr Kernersville NC 27284-4019	336-992-1860
Maung Maung Lwin	Sprouts #540	9414 Falls of Neuse Rd Suite 120 Raleigh NC 27615-2499	919-326-2530
Nan Say Tha Hlar Aung	UNC REX Healthcare - Korner Cafe	4420 Lake Boone Trl Raleigh NC 27607-7505	919-784-3100
Naw Ka Nyaw Paw	Sprouts #542	2810 Freedom Parkway Dr Fayetteville NC 28314-3232	910-748-5985
Ngun Zing Thang	Earth Fare #100	66 Westgate Parkway Asheville NC 28806	
Peter A Myint	UNCG Dining Services	1209 North Dr Greensboro NC 27412-5015	336-334-5171
Sa Min Htwe	Sprouts #543	105 W NC Highway 54 Durham NC 27713-6646	
Saw Thar Wah	Lowe's Food #227	7281 NC Hwy 42 West Raleigh NC 27603	919-329-6692
Steven Thang Om	Lowe's Food #158	4000 NC Highway 105 S Banner Elk NC 28604-8629	828-898-9565
Steven Thang Om	Lowe's Food #177	267 New Market Ctr Boone NC 28607-3993	828-265-2084
Sui Nei Kim	CMC Northeast	920 Church St N Concord NC 28025-2927	847-804-8585
Sushi Guy Inc	Sprouts #541	15121 Ballancroft Pkwy Charlotte NC 28277-4857	
Vannem Piang	Belk Headquarters	2801 W Tyvola Rd Charlotte NC 28217-4525	704-357-1000

Franchisee Name	Franchise Unit	Address	Phone
Vannem Piang	Compass Group North America Headquarters	2400 Yorkmont Rd Charlotte NC 28217-4511	704-384-4000
Vannem Piang	Compass Group North America Headquarters - Segafredo Zanetti Espresso Cafe	2400 Yorkmont Rd Charlotte NC 28217-4511	704-384-4000
Wang Family Inc	CaroMont Regional Medical Center	2525 Court Dr Gastonia NC 28054-2140	704-834-2845
William Siang Lal	Lowe's Food #162	6430 Tryon Rd Cary NC 27518-7050	919-859-9335
William Siang Lal	Lowe's Food #184	5400 Apex Peakway Apex NC 27502-3924	919-363-5376
William Siang Lal	Lowe's Food #190	930 High House Rd Cary NC 27513-3574	919-467-4441
William Siang Lal	Lowe's Food #226	8400 Louisburg Rd Suite 110 Raleigh NC 27616	919-266-1031
William Siang Lal	Lowe's Food #239	942 Gateway Commons Cir Wake Forest NC 27587-6594	919-554-0537
William Siang Lal	Wake Med Raleigh	3000 New Bern Ave Raleigh NC 27610-1231	919-350-8042
Yin Jung Food Co	Lowe's Food #241	125 Center Square Dr Mooresville NC 28117-6996	704-660-9594
Ying Ming Bar LLC	Lowe's Food #149	3372 Robinhood Rd Sherwood Plaza Shopping Center Winston Salem NC 27106-5404	336-659-4943
Ying Ming Bar LLC	Lowe's Food #161	2501 Lewisville Clemmons Rd Clemmons NC 27012-8712	336-766-1608
Ying Ming Bar LLC	Lowe's Food #171	177 Lowes Foods Dr Lewisville NC 27023-8258	336-945-5307
Ying Ming Bar LLC	Lowe's Food #205	258 Hwy 801 North Advance NC 27006	336-940-4103
Zing Tha Hlei Man	Earth Fare #120	12235 N. Community House Rd Charlotte NC 28277	
Zomi Sushi Inc	Lowe's Food #181	321 WB McLean Dr Cape Carteret NC 28584-8516	252-393-1602
Chyoi Tsin LLC	University of NE at Lincoln Abel C-Store	860 N 17th St Lincoln NE 68508-1276	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Cather C-Store	530 N 17th St Lincoln NE 68588-1600	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Knoll C-Store	440 N 17th St Lincoln NE 68508-1607	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Selleck C-Store	600 N 15th St Lincoln NE 68508-1296	402-472-3561
Chyoi Tsin LLC	University of NE at Lincoln Village C-Store	1055 N 16th St Lincoln NE 68508-1257	402-472-3561
Hram Zi	Baker's #301	4405 N 72nd St Omaha NE 68134	
Hram Zi	Baker's #316	7312 N 30th St Omaha NE 68112	
Hram Zi	Baker's #319	888 S Saddle Creek Rd Omaha NE 68106-1959	402-551-0613
Htay Htay	University of NE at Omaha - School of Health & Kinesiology	6001 Dodge St Omaha NE 68182-1102	
Htay Htay	University of NE at Omaha - Stedman Cafe	6708 Pine St Omaha NE 68182-1101	
Htay Htay	University of NE at Omaha - The Food Court at Milo Bail ATG	6001 Dodge St Omaha NE 68182-1102	402-554-2400
Htay Htay	University of NE at Omaha - The Food Court at Milo Bail Sushi	6001 Dodge St Omaha NE 68182-1102	402-554-2400
Htay Htay	University of NE at Omaha - The Library	6401 University Dr N Omaha NE 68132	
Htay Htay	University of NE at Omaha - The Maverick Den	6001 Dodge St Omaha NE 68182-1102	
Mandalay Family Inc	Creighton University - Haper Birdfeeder	2500 California Plaza Omaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Jack & Eds	2500 California Plaza Omaha NE 68178-0035	402-280-2700

Franchisee Name	Franchise Unit	Address	Phone
Mandalay Family Inc	Creighton University - Malt Shop	2500 California Plaza Omaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Med Sciences	2500 California Plaza Omaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Mein Bowl	2500 California Plaza Omaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Creighton University - Sushi	2500 California Plaza Omaha NE 68178-0035	402-280-2700
Mandalay Family Inc	Nebraska Medical Center - Mein Bowl	981200 Nebraska Medical Ctr Omaha NE 68198-1200	402-559-4000
Mandalay Family Inc	Nebraska Medical Center - Sushi	981200 Nebraska Medical Ctr Omaha NE 68198-1200	402-559-4000
Van Bawi Kam	Baker's #315	13250 W Maple Rd Omaha NE 68164-2462	402-496-9200
Zel Thawng	Baker's #318	801 Galvin Rd S Side Bellevue NE 68005-3063	402-292-7070
Zel Thawng	Baker's #320	17370 Lakeside Hills Plz Omaha NE 68130-2352	402-333-2454
Zel Thawng	Baker's #321	505 N 155th Plz Omaha NE 68154-3775	402-498-5717
Zel Thawng	Fareway Store #043	17070 Audrey St Omaha NE 68136-3181	
Zel Thawng	Fareway Store #049	1325 Jersey St Papillion NE 68046	
Zel Thawng	Fareway Store #165-2	8900 W Center Rd Ste 106 Omaha NE 68124-2011	
A Min Yin	Concord Food Co-Op	24 S Main St Concord NH 03301-4809	603-225-6840
Aung Ye Kyaw	Stop & Shop #0802	3333 NJ-27 Franklin Park NJ 8823	
Aung Ye Kyaw	Stop & Shop #0809	940 Easton Ave Somerset NJ 08873-1745	
Steve Nyein Win	Stop & Shop #0800	8 Franklin St Bloomfield NJ 07003-5731	
Aung Ye Kyaw	Stop & Shop #2800	1221 NJ-27 Somerset NJ 8873	
Aung Ye Kyaw	Stop & Shop #0810	1600 Perrineville Rd Monroe Township NJ 08831-4923	
Zaw Win Htun	Stop & Shop #0812	600 Kinderkamack Rd Emerson NJ 07630-1138	
Steve Nyein Win	Stop & Shop #0813	160 Kingsland Rd Clifton NJ 07014-1915	
Steve Nyein Win	Stop & Shop #0819	425 Lewandowski St Lyndhurst NJ 07071-2540	
Dal Kim Company	Pennington Quality Market	25 Route 31 S Suite X Pennington NJ 08534-2511	609-737-0058
Josef Sutiono	Virtua Marlton Hospital	90 Brick Rd Marlton NJ 08053-2177	484-637-3575
Josef Sutiono	Virtua Memorial Hospital	175 Madison Ave Mount Holly NJ 08060-2038	484-637-3575
Josef Sutiono	Virtua Voorhees Hospital	100 Bowman Dr Voorhees NJ 08043-9612	484-637-3575
Kanbawza Inc	The College of New Jersey - College of Education	2000 Pennington Rd Ewing NJ 08618-1104	609-771-2131
Kanbawza Inc	The College of New Jersey - Library	2000 Pennington Rd Ewing NJ 08618-1104	609-771-2131
Kanbawza Inc	The College of New Jersey - Student Center	2000 Pennington Rd Ewing NJ 08618-1104	609-771-2131
Kanbawza Inc	The College of New Jersey - Wolf Student Center	2000 Pennington Rd Ewing NJ 08618-1104	609-771-2131
Naing Family LLC	Jersey Shore Medical Center	1945 Rte33 Neptune NJ 7753	732-774-3740
Nang Mya Sar	Ramapo College - Mein Bowl	505 Ramapo Valley Rd Mahwah NJ 07430-1623	201-684-7500
Nang Mya Sar	Ramapo College - Sushi	505 Ramapo Valley Rd Mahwah NJ 07430-1623	201-684-7500
Ngun San	Sprouts #945	227 Route 73 S Marlton NJ 8053	
Zaw Win Htun	Stop & Shop #0820	175 Franklin Ave Ridgewood NJ 07450-3205	
Cung Thawng	Stop & Shop #0823	5 Town Center Dr Sparta NJ 07871-1982	
Cung Thawng	Stop & Shop #0825	337 Franklin Ave Wyckoff NJ 07481-2040	

Franchisee Name	Franchise Unit	Address	Phone
Zaw Win Htun	Stop & Shop #0828	20 Washington Ave Dumont NJ 07628-3615	
Cung Thawng	Stop & Shop #0829	816 Franklin Ave Franklin Lakes NJ 07417-1311	
Steve Nyein Win	Stop & Shop #0831	625 Paterson Ave Carlstadt NJ 07072-1617	
Zaw Win Htun	Stop & Shop #0835	34 W Railroad Ave Tenafly NJ 07670-1735	
Tuang Za Lian	Stop & Shop #0860	4 Union Ave Haskell NJ 07420-1525	
Zaw Win Htun	Stop & Shop #0878	859 NJ-17 Paramus NJ 7652	
Tuang Za Lian	Stop & Shop #0888	1220 Hamburg Turnpike Wayne NJ 7470	
Tuang Za Lian	Stop & Shop #0893	245 Littleton Rd Morris Plains NJ 07950-2921	
Steve Nyein Win	Stop & Shop #2802	1185 Broad St Clifton NJ 07013-3327	
Tuang Za Lian	Stop & Shop #2805	133 Main St Madison NJ 07940-2154	
Steve Nyein Win	Stop & Shop #2807	875 Bloomfield Ave West Caldwell NJ 07006-7102	
Aung Ye Kyaw	Stop & Shop #2812	160 Village Center Dr Freehold NJ 07728-2510	
Tuang Za Lian	Stop & Shop #2815	500 NJ-23 Pompton Plains NJ 7444	
Tuang Za Lian	Stop & Shop #2818	25 Kinnelon Rd Butler NJ 07405-2337	
Zaw Win Htun	Stop & Shop #2819	400 Demarest Ave Closter NJ 07624-2513	
Zin Min Nwe	Stop & Shop #0808	2360 Lakewood Rd Toms River NJ 08755-1929	
Zin Min Nwe	Stop & Shop #0811	353 NJ-37 Toms River NJ 8753	
Zin Min Nwe	Stop & Shop #0815	4861 U.S. 9 Howell Township NJ 7731	
Zin Min Nwe	Stop & Shop #0830	3208 Bridge Ave Pt Pleasant NJ 08742-3459	
Zin Min Nwe	Stop & Shop #0840	55 Brick Blvd Ste 1 Brick NJ 08723-7922	
Zin Min Nwe	Stop & Shop #0873	2275 W County Line Rd Jackson NJ 08527-2393	
Zin Min Nwe	Stop & Shop #2814	116 NJ-35 Neptune City NJ 7753	
Job Lamno	Sprouts #701	10701 Corrales Rd NW Albuquerque NM 87114-1087	505-890-7900
Job Lamno	Sprouts #704	6300 San Mateo Blvd NE Albuquerque NM 87109-3553	505-821-7000
Job Lamno	Sprouts #707	13150 Central Ave SE Albuquerque NM 87123-3032	505 998 1140
Khai Lam Suan	Sprouts #709	2350 E Lohman Ave Las Cruces NM 88001-8407	575-680-3680
Kham Sian Kim	Sprouts #705	3201 Zafarano Dr Suite 20 Santa Fe NM 87507-2672	505-424-1900
Kham Sian Kim	Sprouts #706	199 Paseo de Peralta Santa Fe NM 87501-3010	505-988-1140
Khup Thawn Thawn	Sprouts #702	5112 Lomas Blvd NE Albuquerque NM 87110-6452	505-268-5127
Khup Thawn Thawn	Sprouts #703	11201 Montgomery Blvd NE Albuquerque NM 87111-2648	505-298-2447
Khup Thawn Thawn	Sprouts #708	5600 Coors Blvd NW Albuquerque NM 87120-1870	505-355-3850
Cho Cho Wa	Sprouts #509	1140 E Silverado Ranch Blvd Las Vegas NV 89183-5806	
Jinwoo Hwang	Sprouts #502	4020 S Rainbow Blvd Las Vegas NV 89103-2011	702-876-4888
Kyung Eun Kuklee	Sprouts #501	3365 E Tropicana Ave Las Vegas NV 89121-7329	702-777-0650
Kyung Eun Kuklee	Sprouts #503	635 S Green Valley Pkwy Henderson NV 89052-0404	702-322-2229
Kyung Eun Kuklee	Sprouts #504	515 N Stephanie St Henderson NV 89014-6613	702-777-7095

Franchisee Name	Franchise Unit	Address	Phone
Lwin Ko Ko Latt	Sprouts #510	7375 S Rainbow Blvd Las Vegas NV 89139-0412	
Mcht Market Vegas Inc	Sprouts #505	10000 W Sahara Ave Suite 180 Las Vegas NV 89117-6071	702-216-5060
Min Thu Win	Veterans Canteen Service #758	6900 Pecos Rd North Las Vegas NV 89086	702-791-9000
Thang Ning Phway	Sprouts #511	125 Disc Dr Sparks NV 89436-7704	
Thida	Sprouts #506	8441 Farm Rd Las Vegas NV 89131-8241	702-216-5060
Young Suk Choi	Sprouts #508	587 S Meadows Pkwy Reno NV 89521	702-216-5060
Zinmar Win	Sprouts #507	7530 W Lake Mead Blvd Las Vegas NV 89128-0273	702-216-5060
Zinmar Win	Sprouts #558	6150 N Decatur Blvd Las Vegas NV 89130-1403	
Zinmar Win	Sprouts #559	771 S Rainbow Blvd Las Vegas NV 89145-6241	
Aung Thiha	Stop & Shop #0501	152 Westchester Ave White Plains NY 10601-4512	
No Name Given Saunam	Stop & Shop #0502	25 Waterfront Pl Port Chester NY 10573-6001	
B.H.T Sushi Inc	Binghamton University - Sushi	4400 Vestal Pkwy E Binghamton NY 13902-4400	607-777-2000
Brangnan Htingnan	Nazareth College - The Roost	4245 East Ave Rochester NY 14618-3703	585-389-2521
GM Global Inc.	Stop & Shop #0570	653 Hillside Ave New Hyde Park NY 11040-2512	
GM Global Inc.	Stop & Shop #0577	3577 Long Beach Rd Oceanside NY 11572-5702	
GM Global Inc.	Stop & Shop #2565	465 Atlantic Ave Oceanside NY 11572-2742	
Zawtuseng Nangaw	Stop & Shop #0516	1100 E Jericho Tpke Huntington NY 11743-5435	
Jan Mai	Stop & Shop #0526	3126 Jericho Tpke East Northport NY 11731-6241	
Mya Thandar Oo	Stop & Shop #0527	32 S Middletown Rd Nanuet NY 10954-2801	
KTN Sushi, Inc	RIT - Bytes	139 Lomb Memorial Dr Rochester NY 14623-5640	
KTN Sushi, Inc	RIT - Cafe & Market Crossroad	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
KTN Sushi, Inc	RIT - Global Cantina & Grille	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
KTN Sushi, Inc	RIT - Gracies	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
KTN Sushi, Inc	RIT - Ritz Sports Zone	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
KTN Sushi, Inc	RIT - Sols Underground	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
KTN Sushi, Inc	RIT - The Commons	400 Reynolds Dr Rochester NY 14623-5640	585-475-2411
No Name Given Saunam	Stop & Shop #0529	2425 Palmer Ave New Rochelle NY 10801-4400	
Kyaw Han	Stop & Shop #2584	130 Wheatley Plz Greenvale NY 11548-1344	
Zaw Myo Aung	Stop & Shop #0530	390 Broadway Dobbs Ferry NY 10522-1726	
Mandy Hlaing	Stop & Shop #0511	8101 Jericho Tpke Woodbury NY 11797-1234	
Mandy Hlaing	Stop & Shop #0543	88 Golding Ave West Babylon NY 11704-6203	
Mandy Hlaing	Stop & Shop #0545	55 Motor Ave Farmingdale NY 11735-4040	
Mandy Hlaing	Stop & Shop #0546	65 Shore Rd Port Washington NY 11050-2227	
Mandy Hlaing	Stop & Shop #0547	2450 Jerusalem Ave North Bellmore NY 11710-1827	
Mandy Hlaing	Stop & Shop #0550	351 Merrick Rd Amityville NY 11701-3447	
Kyaw Han	Stop & Shop #0542	177 Forest Ave Glen Cove NY 11542-2020	
Mandy Hlaing	Stop & Shop #0557	421 Commack Rd Deer Park NY 11729	

Franchisee Name	Franchise Unit	Address	Phone
Mandy Hlaing	Stop & Shop #0559	530 W Old Country Rd Hicksville NY 11801-4112	
Mandy Hlaing	Stop & Shop #0564	575 W Montauk Hwy West Babylon NY 11704-8308	
Moe Wai Yan Tun	Stop & Shop #0544	449 Portion Rd Ronkonkoma NY 11779-4579	
Van Nei Thang	Stop & Shop #0553	260 Pond Path South Setauket NY 11720-2006	
Mandy Hlaing	Stop & Shop #0555	3750 Hempstead Tpke Levittown NY 11756-1416	
Jan Mai	Stop & Shop #0560	291 W Main St Smithtown NY 11787-2608	
Moe Wai Yan Tun	Stop & Shop #0561	2650 Sunrise Hwy East Islip NY 11730-1000	
No Name Given Saunam	Stop & Shop #0562	2350 N Ocean Ave Farmingville NY 11738-2909	
Moe Wai Yan Tun	Stop & Shop #0563	5701 Sunrise Hwy Holbrook NY 11741-4801	
Naw Naw	Stop & Shop #0522	111 Vredenburgh Ave Yonkers NY 10704-2167	
Mandy Hlaing	Stop & Shop #0569	275 Pine Hollow Rd Oyster Bay NY 11771-4707	
La Awng Nga	Stop & Shop #0574	158 Route 25A Setauket NY 11733-2849	
No Name Given Saunam	Stop & Shop #0583	700 Patchogue Yaphank Rd Medford NY 11763-2206	
Tu Aung	Stop & Shop #0590	1615 Old Country Rd Riverhead NY 11901-4416	
No Name Given Saunam	Stop & Shop #0591	1326 Boston Post Rd Larchmont NY 10538-3905	
Aung Thiha	Stop & Shop #0593	670 N Broadway White Plains NY 10603-2428	
Panda Sushi INC.	Stop & Shop #2555	2160 Merrick Mall Merrick NY 11566-3626	
Mya Thandar Oo	Stop & Shop #0596	180 N Main St New City NY 10956-3716	
Panda Sushi INC.	Stop & Shop #2577	905 Atlantic Ave Baldwin NY 11510-4240	
Panda Sushi INC.	Stop & Shop #2582	85 E Park Avenue Long Beach NY 11561	
P-Wan Inc.	Binghamton University - Mein Bowl	4400 Vestal Pkwy E Binghamton NY 13902-4400	607-777-2000
Sai Maung Oo	Stop & Shop #0509	7417 Grand Ave Elmhurst NY 11373-4168	
Sai Maung Oo	Stop & Shop #0539	8989 Union Tpke Glendale NY 11385-8010	
Sai Maung Oo	Stop & Shop #2580	21315 26th Ave Bayside NY 11360-1945	
Sai Maung Oo	Stop & Shop #2587	3106 Farrington St Flushing NY 11354-1906	
Sawsanda Nwe	Upstate Medical University - 550 Building	550 Harrison St Syracuse NY 13202-3188	315-464-4303
Sawsanda Nwe	Upstate Medical University - Cafe 750	750 E Adams St Floor 2 Syracuse NY 13210-2306	315-464-4303
Sawsanda Nwe	Upstate Medical University - Campus Activities Building	155 Elizabeth Blackwell St Syracuse NY 13210-2341	315-464-4303
Sawsanda Nwe	Upstate Medical University - Community Campus	4900 Broad Rd Syracuse NY 13215-2265	
Sawsanda Nwe	Upstate Medical University - UHCC	90 Presidential Plz Syracuse NY 13202-2240	315-464-4303
Sawsanda Nwe	Upstate Medical University - Weiskotten Hall	766 Irving Ave Syracuse NY 13210-1630	
SL & PP, LLC	Stop & Shop #0540	59 Burnett Blvd Poughkeepsie NY 12603-6446	
SL & PP, LLC	Stop & Shop #0567	3999 Albany Post Rd Hyde Park NY 12538-1947	
SL & PP, LLC	Stop & Shop #0597	2540 South Rd Poughkeepsie NY 12601-5468	
Thet Tun Aung	Stop & Shop #0513	80 US-6 Baldwin Place NY 10505	
Thet Tun Aung	Stop & Shop #0521	1831 Main St Peekskill NY 10566-2505	

Franchisee Name	Franchise Unit	Address	Phone
Thet Tun Aung	Stop & Shop #2515	1001 US Route 6 Mahopac NY 10541	
Tina Oo	Mt. Sinai Roosevelt Hospital - ATG	1000 10TH Ave New York NY 10019-1147	212-523-4000
Tina Oo	Mt. Sinai Roosevelt Hospital - Cafe 58	1000 10TH Ave New York NY 10019-1147	212-523-4000
Tina Oo	Mt. Sinai Roosevelt Hospital - Sushi	1000 10TH Ave New York NY 10019-1147	212-523-4000
Tina Oo	Stop & Shop #2583	60 Wall St Huntington NY 11743-2065	
Zaw Myo Aung	Stop & Shop #0599	610 White Plains Rd Tarrytown NY 10591-5104	
Zaw Myo Aung	Stop & Shop #2502	246 S Highland Ave Ossining NY 10562-6115	
Tun Tun Latt	Agata & Valentina - Greenwich Village	64 University Pl New York NY 10003-4504	212-452-0690
No Name Given Saunam	Stop & Shop #2505	999 Montauk Hwy Shirley NY 11967-2130	
Van Nei Thang	Stop & Shop #0554	385 NY-25A Miller Place NY 11764	
Van Nei Thang	Stop & Shop #2520	245 NY-25A Rocky Point NY 11778	
Mya Thandar Oo	Stop & Shop #2545	1 Stevens Way Orangeburg NY 10962-2231	
Tu Aung	Stop & Shop #2551	194 W Montauk Hwy Hampton Bays NY 11946-2306	
Panda Sushi INC.	Stop & Shop #2570	253-01 Rockaway Blvd Woodmere NY 11598	
Zaw Tawng	Stop & Shop #0505	1710 Avenue Y Brooklyn NY 11235-3534	
Ja Nan	Stop & Shop #2596	195 N Bedford Rd Mount Kisco NY 10549-1140	
Zawtuseng Nanggaw	Stop & Shop #0558	454 Forth Salonga Rd Northport NY 11768	
Aung Corp.	Kroger #444	5910 Harrison Ave Cincinnati OH 45248-1606	513-574-2810
Aung Corp.	Kroger #907	10477 Harrison Ave Harrison OH 45030-1941	513-367-2100
Aung Corp.	Kroger #907 ATG	10477 Harrison Ave Harrison OH 45030-1941	513-367-2100
Cing San Dim	Meijer #104	1661 Hilliard Rome Rd Columbus OH 43228-9485	586-598-0600
Fang Ye Sushi Inc.	Meijer #309	9200 Mentor Ave Mentor OH 44060-6479	
Genki Sushi Inc.	Meijer #211	10055 Olde US 20 Rossford OH 43460-1729	616-365-6068
GRACE LIN LLC	Miles Farmers Market	28560 Miles Rd Solon OH 44139	440-248-5222
Haifeng Sushi Inc.	Meijer #308	1810 Nagel Rd Avon OH 44011-1442	
Haifeng Sushi Inc.	Meijer #318	5350 Leavitt Rd Lorain OH 44053-2158	
Joseph Thang	Kroger #426 OH	5210 State Route 741 Mason OH 45040-2337	513-339-6600
Joseph Thang	Kroger #942	4100 Hunt Rd Cincinnati OH 45236-1100	513-792-1500
Kim Do Thang	Meijer #114	5050 N Hamilton Rd Columbus OH 43230-1312	614-855-4900
Kim Do Thang	Meijer #143	8870 Columbus Pike Lewis Center OH 43035-9115	
Kim Do Thang	Meijer #234	2811 London Groveport Rd Grove City OH 43123-9035	614-801-4300
Loka Chan	Mustard Seed Market - Highland Square	867 W Market St Akron OH 44303-1019	330-666-7333
Loka Chan	Mustard Seed Market - Highland Square Cafe	867 W Market St Akron OH 44303-1019	330-666-7333
Mang Hei Lian	Cleveland State University - Elements Bistro	2300 Euclid Ave Cleveland OH 44115	216-802-3131
Mang Hei Lian	Cleveland State University - Fenn Tower	1983 E 24th St Cleveland OH 44115	216-687-5196
Mang Hei Lian	Cleveland State University - Outtakes	2121 Euclid Ave Cleveland OH 44115-2214	216-687-2000
Mang Hei Lian	Cleveland State University - Student Center Sushi	2121 Euclid Ave Cleveland OH 44115-2214	216-687-2000

Franchisee Name	Franchise Unit	Address	Phone
Mang Zi	Kroger #402 OH	6950 Miami Ave Cincinnati OH 45243-2633	513-271-1260
Nandar Lwin	Meijer #147	7420 Tylersville Rd West Chester OH 45069	217-353-4000
Nang Kham Noon	Meijer #317	247 Tallmadge Rd Kent OH 44240	
Ngun Neih Cung	Kroger #355	3760 Paxton Ave Cincinnati OH 45209-2306	513-871-4142
Ram Lian	Veterans Canteen Service #541	10701 East Blvd Cleveland OH 44106-1702	216-421-3011
Rot Mon Lay	University Hospitals Ahuja Medical Center	3999 Richmond Rd Beachwood OH 44122	
Rot Mon Lay	University Hospitals Cleveland Medical Center	11100 Euclid Ave Cleveland OH 44106-1716	
Rot Mon Lay	University Hospitals Parma Medical Center	7007 Powers Blvd Cleveland OH 44129	
Rot Mon Lay	University Hospitals St. John Medical Center	29000 Center Ridge Rd Westlake OH 44145	
Sai & Sai LLC	Meijer #307	4303 Kent Rd Stow OH 44224-4330	
Sai Kyaw Khine Wan	Earth Fare #605	3939 Everhard Rd NW Canton OH 44709	
SANG & HNIANG LLC	Kroger #428	4777 Kenard Ave Cincinnati OH 45232-1992	513-681-7650
SANG & HNIANG LLC	Kroger #944	5080 Delhi Rd Cincinnati OH 45238-5343	513-451-7200
Treasure Sanboh	Marathon Petroleum	539 S Main St Findlay OH 45840-3229	419-421-2132
Treasure Sanboh	The University of Findlay - Mein Bowl	301 Davis St Findlay OH 45840-3681	800-472-9502
Treasure Sanboh	The University of Findlay - Sushi	301 Davis St Findlay OH 45840-3681	800-472-9502
Tsubaki Japanese Food Inc	Mustard Seed Market - Akron	3885 W Market St Akron OH 44333-2449	330-666-7333
Tsubaki Japanese Food Inc	Mustard Seed Market - Akron Cafe	3885 W Market St Akron OH 44333-2449	330-666-7333
Van Lai Lian	Kroger #376	2900 W. State Route 22 Maineville OH 45039	513-683-4001
Za Ling Inc	Kroger #353	11390 Montgomery Rd Cincinnati OH 45249-2313	513-247-7740
Zaheih Lian Sang	Kroger #351	9939 Montgomery Rd Cincinnati OH 45242-5311	513-793-6451
Zaheih Lian Sang	Kroger #421	7385 Wooster Pike Cincinnati OH 45227-3832	513-271-9444
Cin Lian Mang	Reasor's #22	11116 S Memorial Dr Bixby OK 74008-2038	918-970-4900
Cin Lian Pau Gin Do Thang	Doc's Country Mart - Bixby	15028 S Memorial Dr Bixby OK 74008-3706	918-261-9561
Cin Lian Pau Gin Do Thang	Glenpool Country Mart	14189 S Elm St Glenpool OK 74033-3538	918-261-9561
Cing Deih Lian	Veterans Canteen Service #635	921 North East 13th St Oklahoma City OK 73104	405-456-5137
Cing Lam Khawn	Reasor's #14	1100 E Kenosha St Broken Arrow OK 74012-2067	918-251-3817
Cing San Nuam	Reasor's #20	446 S Elm St Jenks OK 74037-3704	918-298-6679
Cing Suan Mang	Reasor's #07	7114 S Sheridan Rd Tulsa OK 74133-2748	918-523-6491
Gin Lian Thawn	Sprouts #802	24 E 2ND St Edmond OK 73034-3810	405-341-5727
Gin Lian Thawn	Sprouts #804	10111 S Memorial Dr Tulsa OK 74133-7243	918-364-7272
Kim Lian Piang	Reasor's #02	2001 S Muskogee Ave Tahlequah OK 74464-5454	918-546-2547
Lian Sian Piang	Sprouts #803	559 W Main St Norman OK 73069-7060	405-217-4601
Lian Sian Piang	Sprouts #809	1105 Garth Brooks Blvd Suite C Yukon OK 73099-4128	405-494-3054

Franchisee Name	Franchise Unit	Address	Phone
Mang Sian Tuang	Sprouts #810	909 W 6TH Ave Stillwater OK 74074-4302	405-571-3153
N & N Sushi LLC	Sprouts #805	4123 S Harvard Ave Tulsa OK 74135-2601	918-858-8850
Nangpi Family LLC	Reasor's #16	1885 S Yale Ave Tulsa OK 74112-6223	918-293-2244
Nangpi Family LLC	Reasor's #25	3975 S Peoria Ave Tulsa OK 74105	918-747-9672
Ning Ngaih Lun	Sprouts #806	851 E Hillside Dr Broken Arrow OK 74012-2307	918-806-0810
Ning Ngaih Lun	Sprouts #807	9601 N 133RD East Ave Owasso OK 74055-5681	918-516-6656
Pau Lian Tuang	Sprouts #812	12100 S Pennsylvania Ave Oklahoma City OK 73170	
Robert Kim Neu	Reasor's #19	2429 E 15TH St Tulsa OK 74104-4618	918-748-8332
Suan Family LLC	Reasor's #13	11005 E 41st St Tulsa OK 74146-2713	918-610-0610
Suan Family LLC	Reasor's #15	4909 E 41ST St Tulsa OK 74135-6057	918-270-2638
Suan Mun Mang	Reasor's #09	11815 E 86TH St N Owasso OK 74055-2536	918-272-2266
Suan Mun Mang	Reasor's #21	3925 S State Highway 97 Sand Springs OK 74063-6670	918-246-7200
Thang Khan Tung	Reasor's #18	11550 N 135TH East Ave Owasso OK 74055-5739	918-371-6440
Thang Sian Pau	Sprouts #808	12200 N Macarthur Blvd Suite C Oklahoma City OK 73162-1849	918-516-6656
TUN LEH ZUA VANGH LLC	Sprouts #801	6410 N May Ave Oklahoma City OK 73116-4820	405-879-9989
Zam Khan Thawng	Reasor's #04	1000 W Will Rogers Blvd Claremore OK 74017-5419	918-341-4036
Asan Shikhun	Market of Choice #10 - Franklin	1960 Franklin Blvd Eugene OR 97403-2068	541-687-1188
Asan Shikhun	Market of Choice #10 - Franklin - ATG	1960 Franklin Blvd Eugene OR 97403-2068	541-687-1188
Aung Thein Win Aung	Market of Choice #01 - Willakenzie	2580 Willakenzie Rd Eugene OR 97401-4805	541-345-3349
Cherry Mun Ja Marip	Market of Choice #05 - West Linn	5639 Hood St West Linn OR 97068-3235	503-594-2901
Dakhum Yin	Market of Choice #06 - Delta Oaks	1060 Green Acres Rd Eugene OR 97408-6501	541-344-1901
Dee Zi Dahkum	Market of Choice #07 - Corvallis	922 NW Circle Blvd Suite 110 Corvallis OR 97330-1483	541-758-8005
Ginger Sushi, LLC	Portland Int'l Airport - Non-Sushi	7000 NE Airport Way Concourse D Portland OR 97218-1009	503-460-4234
Ginger Sushi, LLC	Portland Int'l Airport - Sushi	7000 NE Airport Way Concourse D Portland OR 97218-1009	503-460-4234
Ja Htang Nu	Safeway #1666	1539 NE Stephens St Roseburg OR 97470-1563	541-957-2540
Kee Mana	Market of Choice #08	115 NW Sisemore St Bend OR 97701	541.382.5828
Kee Mana	Market of Choice #08 ATG	115 NW Sisemore St Bend OR 97701	541.382.5828
Masawn Sai	Market of Choice #09 - Willamette	67 W 29TH Ave Eugene OR 97405-3242	541-338-8455
Muan Thang Family LLC	Market of Choice #03	1090 SE Belmont St Portland OR 97214-2521	503.236.6302
Muan Thang Family LLC	Market of Choice #03 ATG	1090 SE Belmont St Portland OR 97214-2521	503.236.6302
Robert Chang Khum	Market of Choice #02 - Portland	250 NW Lost Springs Ter Portland OR 97229-6402	503-596-3592

Franchisee Name	Franchise Unit	Address	Phone
Ta Eh Say	Veterans Canteen Service #648	3710 Sw Us Veterans Hospital Rd Portland OR 97239-2964	503-273-5043
Thang Mu Mung	Safeway #1070	1001 SW Highland Dr Gresham OR 97080-6354	503-674-7080
Zirampong Thingkang	Market of Choice #11 - Ashland	1475 Siskiyou Blvd Ashland OR 97520-2336	541-488-2773
Zirampong Thingkang	Southern Oregon University - Hawk Dining Hall (The Landing)	438 Wightman St Ashland OR 97520-2356	217-577-3322
Zirampong Thingkang	Southern Oregon University - Stevenson Union	1118 Siskiyou Blvd Ashland OR 97520	217-577-3322
Agatha Maran Lahpai	Giant #253	130 Old York Rd New Cumberland PA 17070-2443	
Ah Brang	Giant #052	993 Wayne Ave Chambersburg PA 17201	
Ah Brang	Giant #061	397 Baltimore Rd Shippensburg PA 17257-9567	717-532-7515
Ah Brang	Giant #443	925 Norland Ave Chambersburg PA 17201-4204	610-449-1161
Alex Zatang	Giant #517	168 N Flowers Mill Rd Langhorne PA 19047-1652	215-741-3360
Antony T.H.C Chawn	Giant #545	1502 W Chester Pike West Chester PA 19382-7705	610-241-1867
ATL International Corp.	Franklin Marshall College - Mein Bowl	600 College Ave Lancaster PA 17603	
ATL International Corp.	Franklin Marshall College - Sushi	600 College Ave Lancaster PA 17603	
ATL International Corp.	Giant #484	1605 Lititz Pike Lancaster PA 17601-6507	717-299-0391
Ba Mai Nhkum	Giant #087	2415 E Market St York PA 17402-2402	717-755-0991
Bumsumshi LLC	Giant #267	44 Natural Springs Rd Gettysburg PA 17325-7502	717-337-0017
Bumsumshi LLC	Giant #271	14635 Mount Airy Rd Shrewsbury PA 17361-1433	717-227-9420
Bumsumshi LLC	Giant #310	830 N US 15 Dillsburg PA 17019	
Bumsumshi LLC	Giant #525	708 E Main St Waynesboro PA 17268	
Bumsumshi LLC	Martin's #559	500 N. Antrim Way Greencastle PA 17225	
Bwe Grace LLC	Giant #448	180 Upland Sq Dr Stowe PA 19464-9432	717-545-0489
Chang Sau Ying	Giant #565	1750 Quentin Rd Lebanon PA 17042-7434	717-272-5584
Eh Mu Corporation	Giant #023	700 Nutt Rd Phoenixville PA 19460-3344	610-917-9086
Eh Mu Corporation	Giant #284	1824 E Ridge Pike Suite 104 Royersford PA 19468-2884	610-831-5450
Eh Mu Corporation	Giant #317	967 S Township Line Rd Royersford PA 19468-1823	610-792-9950
Gunhtang LLC	Henning's Market	290 Main St Harleysville PA 19438-2416	215-256-9533
Hla Myat Swar	Veterans Canteen Service #646	1 University Drive C Pittsburgh PA 15240-1000	412-688-6580
Yi Mon Oo	Giant #046	2721 Street Rd Bensalem PA 19020-2810	215-604-9924
Yi Mon Oo	Giant #062	700 Stony Hill Rd Yardley PA 19067-5575	215-493-3540
Hting Nan Mung Ra	Sprouts #851	2001 Welsh Rd Dresher PA 19025	
Jeejeck LLC	Giant #029	550 Centerville Rd Lancaster PA 17601-1306	717-898-3011
Jeejeck LLC	Giant #485	789 E Main St Mount Joy PA 17552-9510	717-653-0396
Jeejeck LLC	Giant #563	100 Townsedge Dr Quarryville PA 17566-1300	
Jeejeck LLC	Giant #567	35 Friendly Dr Quarryville PA 17566-9804	
Jin Bum LLC	Giant #088	450 E Main St Middletown PA 17057-2740	717-948-1607

Franchisee Name	Franchise Unit	Address	Phone
Jin Bum LLC	Giant #279	277 Hershey Rd Hummelstown PA 17036-9246	717-256-0050
Kong Son	Giant #072	255 Northland Ctr State College PA 16803-2903	814-237-1828
Joycenu Corp.	Stauffers of Kissel Hill #32	301 Rohrerstown Rd Lancaster PA 17603-2232	717-397-4717
Joycenu Corp.	Stauffers of Kissel Hill #61	1050 Lititz Pike Lititz PA 17543-9328	717-627-7654
Kelvin Cho	Giant #546	300 S Best Ave Walnutport PA 18088-1242	
Kelvin Cho	Lehigh University - Mein Bowl	29 Trembley Dr Bethlehem PA 18015-3066	610-758-3000
Kelvin Cho	Lehigh University - Sushi	29 Trembley Dr Bethlehem PA 18015-3066	610-758-3000
Kelvin Cho	Moravian College	1125 Monocacy St Bethlehem PA 18018	610-861-1496
Khun Thein Kyaw	Giant #121	50 Briar Creek Plaza Berwick PA 18603	
Yi Mon Oo	Giant #095	466 2ND Street Pike Southampton PA 18966-3803	215-357-5324
Kim Kim	Giant #065	1360 Columbia Ave Lancaster PA 17603-4700	717-960-1700
Nay Myo	Giant #106	6542 Lower York Rd New Hope PA 18938-1811	215-862-9061
Hting Nan Mung Ra	Giant #265	1201 Knapp Rd North Wales PA 19454-1831	215-661-1025
Kyaw San Lin	Giant #463	173 Holly Rd Gilbertsville PA 19525-9367	610-473-3200
Khun Thein Kyaw	Giant #287	1000 Scott Town Ctr Bloomsburg PA 17815-2322	
Lal Thawm Mawia	Giant #457	7150 Hamilton Blvd Trexlertown PA 18087-9725	610-391-0152
Lal Thawm Mawia	Giant #486	15102 Kutztown Rd Kutztown PA 19530	610-683-3689
Lalrem Ruatdika	Giant #324	4001 New Falls Rd Levittown PA 19056-3016	215-949-1408
Ling Nigh	Giant #004	1008 Lititz Pike Lititz PA 17543-9328	717-625-0303
Ling Nigh	Giant #501	850 E Main St Ephrata PA 17522-2562	717-733-6334
Lin's Sushi LLC	Giant #332	224 Hardwood Dr Lewisburg PA 17837-5029	570-524-9868
Lum Gyung	Giant #548	106 Willow Valley Sq Lancaster PA 17602-4855	
M M Khaing Inc.	Giant #043	1880 Leithsville Rd Hellertown PA 18055-2505	610-838-7700
Mi Mah Sein	Giant #074	3015 W Emaus Ave Allentown PA 18103-7107	814-237-1828
Mi Mah Sein	Giant #504	300 Lincoln Ave East Stroudsburg PA 18301-2815	
Michael Ahlidu Maran	Giant #005	6560 Carlisle Pike Mechanicsburg PA 17050-8246	717-796-6555
Michael Ahlidu Maran	Giant #331	5301 Simpson Ferry Rd Mechanicsburg PA 17050-3544	
Michael Zau Graceland	Giant #098	481 W Penn Ave Cleona PA 17042-3140	
Michael Zau Graceland	Giant #266	835 Bowman St Lebanon PA 17046-8432	
Mung Hau Pau	Giant #011	2450 Chemical Rd Plymouth Meeting PA 19462-1727	610-941-5448
Mung Hau Pau	Giant #051	141 E Swedesford Rd Exton PA 19341-2334	610-594-0847
Mung Hau Pau	Giant #091	1760 Dekalb Pike Blue Bell PA 19422-3346	610-277-5941
Mung Hau Pau	Giant #291	698 Downingtown Pike West Chester PA 19380-2226	610-430-7150
Mung Hau Pau	Giant #481	10 E Ridge Pike Conshohocken PA 19428-2117	610-940-2231
Mung Hau Pau	Giant #522	1874 Bethlehem Pike Flourtown PA 19031-1504	215-836-4300
Mung San Li Lahpai	Giant #529	4510 Marketplace Way Enola PA 17025-2458	717-728-2819
Mung Tung Thang	Giant #116	1393 Dilworthtown Xing West Chester PA 19382-8267	610-431-2351

Franchisee Name	Franchise Unit	Address	Phone
Mung Tung Thang	Giant #516	830 E Baltimore Pike Kennett Square PA 19348-1842	610-444-7020
Naw Hkam	Giant #014	1278 S Market St Elizabethtown PA 17022-2843	717-367-1943
Naw Hkam	Giant #097	1250 Cocoa Ave Hershey PA 17033-1714	717-312-0725
Naw San Hkret	Giant #050	2641 Shillington Rd Reading PA 19608-1757	
Naw San Hkret	Giant #289	2104 Van Reed Rd West Lawn PA 19609-1163	610-670-4713
Naw San Hkret	Giant #422	4320 5TH Street Hwy Temple PA 19560-1740	267-885-0920
Nay Myo	Giant #411	4357 W Swamp Rd Doylestown PA 18902-1039	267-885-0920
John F Lal Hming Hriata	Giant #464	721 W Sproul Rd Springfield PA 19064-1215	610-328-0029
Yi Mon Oo	Giant #468	2550 Grant Ave Philadelphia PA 19114-2227	215-464-8280
Rolling Fresh Sushi LLC	Giant #330	301 Town Center Blvd Easton PA 18040-8367	610-559-8770
Ru Thae Moo	Giant #018	760 Route 113 Souderton PA 18964-1004	215-703-0580
Ru Thae Moo	Giant #474	14635 Mount Airy Rd Shrewsbury PA 17361-1433	215-257-8200
Ru Thae Moo	Giant #519	4275 County Line Rd Chalfont PA 18914-2212	215-997-2883
Sai Yi	Giant #045	849 W Baltimore Pike West Grove PA 19390-9189	610-345-0183
Samiza Sumlut	Giant #564	6301 Grayson Rd Harrisburg PA 17111	
Sandar Nyo	Giant #112	255 S Spring Garden St Carlisle PA 17013-2565	717-249-2323
Sandar Nyo	Giant #542	950 Walnut Bottom Rd Carlisle PA 17015-7636	717-728-2819
Sandy Htar Khine	Patriot American Parkway Air Products Admin	7201 Hamilton Blvd Allentown PA 18195-9642	
Sandy Htar Khine	Patriot American Parkway Air Products TTM 3	7201 Hamilton Blvd Allentown PA 18195-9642	
Sandy Htar Khine	Patriot American Parkway Air Products TTM 5	7201 Hamilton Blvd Allentown PA 18195-9642	
Sandy Htar Khine	Patriot American Parkway Cafe	1110 American Pkwy NE Allentown PA 18109-9117	484-375-1405
Sandy Htar Khine	Patriot American Parkway Crayola Food	1100 Church Ln Easton PA 18040-6638	
Sandy Htar Khine	Patriot American Parkway PPL Corporation	2 N 9th St Allentown PA 18101-1139	
Saw Garlett Moo	Giant #301	3477 Lincoln Hwy Thorndale PA 19372-1014	610-383-5460
Saw Kyaw Lin	Giant #505	1375 E Boot Rd West Chester PA 19380-5934	610-344-3050
Saw Maran Tan	Giant #509	737 Huntingdon Pike Huntingdon Valley PA 19006-8362	215-379-5169
Saw Maran Tan	Giant #518	2350 Susquehanna Rd Roslyn PA 19001-4211	215-881-2100
Saw Thein Maran	Giant #294	1255 Carlisle Rd York PA 17404-4933	717-718-1884
Seng Nu Mahka	Giant #306	2130 Palomino Rd Dover PA 17315-3669	717-292-3043
Soe Soe Steven	Giant #511	950 Baltimore Pike Springfield PA 19064-2855	610-604-1570
Sut Jat Aung LLC	Giant #269	3301 Trindle Rd Camp Hill PA 17011-4413	717-724-1170
Tangki Mahaw	Giant #120	255 Cumberland Pkwy Mechanicsburg PA 17055-5677	717-591-0979
Tangki Mahaw	Giant #662	1149 Harrisburg Pike Carlisle PA 17013-1607	888-814-4268
Tartee LLC	Giant #304	4211 Union Deposit Rd Harrisburg PA 17111-2802	717-980-0437
Tartee LLC	Giant #539	5005 Jonestown Rd Harrisburg PA 17112-2922	717-545-3752
Teresa H Lasap	Giant #447	2300 Linglestown Rd Harrisburg PA 17110-9534	717-545-0489
Than Htay	Giant #506	50 E. Wynnewood Rd Wynnewood PA 19096	610-642-5206

Franchisee Name	Franchise Unit	Address	Phone
Than Htay	Giant #506 Kosher	50 E. Wynnewood Rd Wynnewood PA 19096	610-642-5206
Thla Bawi	Sprouts #850	1000 S Broad St Philadelphia PA 19146-2248	
Thla Bawi	Veterans Canteen Service #642	3900 Woodland Ave Philadelphia PA 19104-4551	215-823-5107
Rolling Fresh Sushi LLC	Giant #255	801 S 25th St Easton PA 18045-5376	717-240-1500
Tommy Tun	Giant #321	859 Nazareth Pike Nazareth PA 18064-9005	610-759-7213
Tommy Tun	Giant #455	3560 Route 611 Suite 105 Bartonsville PA 18321-9451	570-421-1797
Wah Wah LLC	Giant #445	1540 Cowpath Rd Hatfield PA 19440-3182	215-361-4190
Nay Myo	Giant #475	5858 Easton Rd Plumsteadville PA 18902	215-766-8665
Zaw Min That Kaew	Giant #478	168 Eagleview Blvd Exton PA 19341-3012	610-363-0799
Yi Mon Oo	Giant #480	3 Doublewoods Rd Langhorne PA 19047-1078	215-968-0676
Hting Nan Mung Ra	Giant #510	1121 Bethlehem Pike Suite 50 Spring House PA 19477-1102	215-283-4585
Kong Son	Giant #524	2121 S Atherton St State College PA 16801-7610	
Ying Tsu	Giant #449	205 Glen Dr Manchester PA 17345-1335	717-545-0489
ZarZo Lian	Heirloom Market #6551	3401 Chestnut St Philadelphia PA 19104-3341	
ZarZo Lian	Heirloom Market #6552	1002 N 2nd St Philadelphia PA 19123-1681	
ZarZo Lian	Heirloom Market #6552 - HAP	1002 N 2nd St Philadelphia PA 19123-1681	
ZarZo Lian	Heirloom Market #6553	2303 Bainbridge Street Philadelphia PA 19146	
Lal Hmangaih Zuala	Giant #541	176 W Street Rd Feasterville Trevose PA 19053-7817	
Zaw Pauk	Giant #446	4655 Perkiomen Ave Reading PA 19606-3217	610-406-9640
Thawkyarmu Tay	Giant #273	600 E Lancaster Ave Reading PA 19607-1378	610-775-5015
Zin Nine LLC	Giant #084	2670 Egypt Rd Norristown PA 19403-2302	
Khup Khan Zam	Giant #278	3400 Concord Rd Aston PA 19014-1933	610-497-5375
Zin Nine LLC	Giant #442	116 W Township Line Rd Unit 100 Havertown PA 19083-5235	610-449-1161
Zin Nine LLC	Giant #507	550 E Lancaster Ave Saint Davids PA 19087-5044	610-989-0781
Zin Nine LLC	Giant #512	310 S Henderson Rd King of Prussia PA 19406-2408	610-265-1870
Zin Nine LLC	Giant #523	2180 W Chester Pike Broomall PA 19008	610-355-7717
Zin Nine LLC	Giant #526	4855 West Chester Pike Newtown Square PA 19073	
Zin Nine LLC	Giant #534	4930 Edgmont Ave Brookhaven PA 19015-1201	610-876-6445
Zupra, LLC	Giant #079	275 Pauline Dr York PA 17402-4639	717-741-5332
Zupra, LLC	Giant #300	3175 Cape Horn Rd Red Lion PA 17356-8806	717-246-7478
Sandy Hla	Bryant University - Bulldog Bytes Cafe	1150 Douglas Pike Smithfield RI 02917-1291	
Sandy Hla	Bryant University - Gulski Dining	1150 Douglas Pike Smithfield RI 02917-1291	
Sandy Hla	Bryant University - Rotunda Cafe	1150 Douglas Pike Smithfield RI 02917-1291	401-232-6866
Sandy Hla	Bryant University - Scoops	1150 Douglas Pike Smithfield RI 02917-1291	
Adrian Kyawswa Soe	Eastside Marketplace #2706	165 Pitman St Providence RI 02906-5112	

Franchisee Name	Franchise Unit	Address	Phone
Maung Maung San	Stop & Shop #0709	300 Quaker Ln Warwick RI 02886-0159	
Maung Maung San	Stop & Shop #0716	90 Frenchtown Rd North Kingstown RI 02852-1758	
Daniel Brang Labang	Stop & Shop #0718	91 Point Judith Rd Narragansett RI 02882-3468	
Maung Maung San	Stop & Shop #0720	900 Tiogue Ave Coventry RI 02816-6301	
Adrian Kyawsua Soe	Stop & Shop #0724	1128 Mineral Spring Ave North Providence RI 2908	
Maung Maung San	Stop & Shop #0726	2470 Warwick Ave Warwick RI 02889-4263	
Maung Maung San	Stop & Shop #0739	575 Greenwich Ave Warwick RI 02886-1814	
Ben Lalsawm Lian	Lowe's Food #263	850 E Suber Rd Suite 200 Greer SC 29650-4680	864-848-9666
Biak Hnem Kim	Earth Fare #240	3620 Pelham Rd Greenville SC 29615	
B & M 128 LLC	S. Carolina State University - Mein Bowl	SC	
Ehloe Daniel Htoo	Lowe's Food #268	2440 Augusta Hwy Lexington SC 29072-2238	803-785-6510
Eric Sang	Winthrop University - Mein Bowl	2020 Alumni Dr Rock Hill SC 29733-0001	803-323-2211
Eric Sang	Winthrop University - Sushi	2020 Alumni Dr Rock Hill SC 29733-0001	803-323-2211
Hau Sian Cing	Lowe's Food #265	2110 SC Highway 41 Mount Pleasant SC 29466	
Hla Myo Swe	Earth Fare #205	1101 N Main St Summerville SC 29483	
Hla Myo Swe	Lowe's Food #270	10048 Dorchester Rd Summerville SC 29485-8556	843-285-8967
Hung Phway	Earth Fare #200	74 Folly Rd Blvd Charleston SC 29407	
Hung Phway	Veterans Canteen Service #534	109 Bee Street Charleston SC 29401	843-577-5011
Hung Phway	Veterans Canteen Service #534 - Patriot Brew	109 Bee Street Charleston SC 29401	843-577-5011
Lal Thla Muan	Kroger #026	3735 Renee Dr Myrtle Beach SC 29579-4109	843-236-4212
Naw Mai Marip	Lowe's Food #272	4711 Forest Dr Columbia SC 29206-3125	
Nei Par Ngun	Earth Fare #220	3312B Devine St Columbia SC 29205	
Ngun Neithiam Vung	Sprouts #563	2200 Woodruff Rd Simpsonville SC 29681-5438	
Reu Ben	Lowe's Food #276	120 Forum Dr Columbia SC 29229	
Samuel Kah	Lowe's Food #267	5222 Sunset Blvd Lexington SC 29072-9259	803-785-5590
Samuel Kah	Veterans Canteen Service #544	6439 Garners Ferry Rd Columbia SC 29209-1638	803-776-4000
Tha Nei Kung	Earth Fare #250	725 Cherry Rd Ste 110 Rock Hill SC 29732	
Van Rem Cang	Lowe's Food #264	2815 Woodruff Rd Simpsonville SC 29681-8423	864-234-6842
Christine Hoang	Kroger #481	3685 S Houston Levee Rd Collierville TN 38017-9014	901-854-2705
Cin Gen Thang	Kroger #419	7735 Farmington Blvd Germantown TN 38138-2901	901-758-3400
Cin Gen Thang	Kroger #491	799 Truse Pkwy Memphis TN 38117-5354	901-682-2989
Cin Gen Thang	Kroger #491 C-Store	799 Truse Pkwy Memphis TN 38117-5354	901-682-2989
David Thang Suan Pau	Kroger #489	2942 Kirby Whitten Rd Bartlett TN 38134-2824	901-386-9595
David Thang Suan Pau	Kroger #489 C-Store	2942 Kirby Whitten Rd Bartlett TN 38134-2824	901-386-9595
Dim Biak Lun	Belmont University - CS Sushi	1900 Belmont Blvd Nashville TN 37212-3758	615-460-6000
Dim Biak Lun	Belmont University - Mein Bowl	1900 Belmont Blvd Nashville TN 37212-3758	615-460-6000
Dim Biak Lun	Belmont University - Sushi	1900 Belmont Blvd Nashville TN 37212-3758	615-460-6000

Franchisee Name	Franchise Unit	Address	Phone
Dim Biak Lun	Belmont University - WB Sushi	1900 Belmont Blvd Nashville TN 37212-3758	615-460-6000
Dong Za Khai	University of Tennessee at Martin - Mein Bowl	133 Boiling University Center Martin TN 38238-0001	731-881-7000
Dong Za Khai	University of Tennessee at Martin - Sushi	133 Boiling University Center Martin TN 38238-0001	731-881-7000
En Khan Kam	Kroger #462	7265 Highway 64 Oakland TN 38060-3403	901-465-0681
Gin Khan Zam	Kroger #486	1212 E Shelby Dr Memphis TN 38116-7124	901-346-8606
John Lian Thawng	Kroger #415	1366 Poplar Ave Memphis TN 38104-2008	901-272-7881
John Lian Thawng	Kroger #488	3444 Plaza Ave Memphis TN 38111-4614	901-323-0191
Johnny Simon	Kroger #456	7615 Highway 70 Bartlett TN 38133	
Johnny Simon	Kroger #463	11635 Highway 70 Arlington TN 38002	
Lucky Star Sushi, LLC	Kroger #402 TN	1759 Union Ave Memphis TN 38104-6143	901-272-8630
Naing Thant Zin Oo	Kroger #440	9025 US Highway 64 Lakeland TN 38002	901-381-9065
No Name Given Nayakalankara	Kroger #405	5995 Stage Rd Bartlett TN 38134-8311	901-385-7090
No Name Given Nayakalankara	Kroger #433	11630 Highway 51 S Atoka TN 38004-7129	901-837-5000
Pau Kap	Sprouts #581	143 Wendelwood Dr Murfreesboro TN 37129-3174	615-486-6081
Pau Khan Khup	Kroger #339	6660 Poplar Ave Memphis TN 38138-3625	901-754-0354
Pau Khan Khup	Kroger #339 ATG	6660 Poplar Ave Memphis TN 38138-3625	901-754-0354
Pau Khan Khup	Kroger #451	2835 Kirby Rd Memphis TN 38119-8209	901-353-1822
Psalm23 Inc	Vanderbilt Hospital - Children's Hospital	2200 Children's Way Nashville TN 37232-0028	615-343-2342
Psalm23 Inc	Vanderbilt Hospital - Medical Center North Starbucks	1211 Medical Center Dr Nashville TN 37232-0028	615-343-2342
Psalm23 Inc	Vanderbilt Hospital - Mein Bowl	1301 Medical Center Dr Nashville TN 37232-0028	615-343-2342
Psalm23 Inc	Vanderbilt Hospital - Sushi	1301 Medical Center Dr Nashville TN 37232-0028	615-343-2342
Pum Do Thang	Veterans Canteen Service #626	1310 24th Ave S Nashville TN 37212-2637	615-327-5301
San Maung	Kroger #426 TN	1675 N Germantown Pkwy Cordova TN 38016-5962	901-624-1338
Seng Pan Lu	Veterans Canteen Service #614	1030 Jefferson Ave Memphis TN 38104	901-577-7495
SHWE MAN THU LLC	Nashville Int'l Airport	1 Terminal Dr Nashville TN 37214-4112	615-275-1675
Tun Sian Muang	Sprouts #580	1010 Murfreesboro Rd Suite 194 Franklin TN 37064-3000	615-567-0191
Thawng Khan Cin	Kroger #448	41 Stonebrook Pl Jackson TN 38305-1668	
Thawng Khan Cin	Kroger #468	35 W University Pkwy Jackson TN 38305-1668	731-660-7106
Tun Lin	Kroger #430	540 S Mendenhall Rd Memphis TN 38117-4244	901-683-8846
Tun Sian Muang	Sprouts #582	7620 Highway 70 S Nashville TN 37221-1705	615-209-7940
Uk Thang	Kroger #387	240 New Byhalia Rd Collierville TN 38017-3716	901-853-1330
Uk Thang	Kroger #457	1230 N Houston Levee Rd Cordova TN 38018-6653	901-751-1840
Yin Yin Aye	University of Tennessee Medical Center - Glenview Cafeteria	1924 Alcoa Hwy Knoxville TN 37920-1511	

Franchisee Name	Franchise Unit	Address	Phone
Yin Yin Aye	University of Tennessee Medical Center - Outtakes Cancer Center	1924 Alcoa Hwy Knoxville TN 37920-1511	
Yin Yin Aye	University of Tennessee Medical Center - Outtakes HLV	1924 Alcoa Hwy Knoxville TN 37920-1511	
Yin Yin Aye	University of Tennessee Medical Center - Perk	1924 Alcoa Hwy Knoxville TN 37920-1511	
Yin Yin Aye	University of Tennessee Medical Center - The Grind	1924 Alcoa Hwy Knoxville TN 37920-1511	
Anna Sui	Target #1368	1401 W Glade Rd Euless TX 76039-5417	
Anna Sui	Target #1766	1400 Precinct Line Rd Hurst TX 76053-3828	
Aung Hein Khun	Sprouts #138	1530 Cypress Creek Rd Cedar Park TX 78613-3608	512-279-8312
Chris Biak To	Target #2142	8900 State Highway 121 Mckinney TX 75070-2917	
Chris Biak To	Target #2516	150 E Stacy Rd Allen TX 75002-8756	
Ei Su Htwe	Sprouts #132	9241 Virginia Pkwy McKinney TX 75071-6113	469-481-5000
Hniar Khen Cer	Sprouts #104	220 Randol Mill Ave Southlake TX 76092-6807	682-223-5805
Hniar Khen Cer	Sprouts #134	2003 S Main St Keller TX 76248-5122	817-380-7024
Hniar Khen Cer	Sprouts #142	316 Grapevine Hwy Hurst TX 76054-2429	682-325-5977
Hram Cung	Target #1763	3201 Preston Rd Frisco TX 75034-9446	
Hram Cung	Target #2338	4885 Eldorado Pkwy Frisco TX 75033-8662	
Hre Bik Ceu	Target #1339	1600 W Arbrook Blvd Arlington TX 76015-4107	
Hre Bik Ceu	Target #1536	1801 Highway 287 N Mansfield TX 76063-7533	
Ja Mai	Sprouts #133	11940 Westheimer Rd Houston TX 77077-6604	281-582-6794
Ja Mai	Sprouts #152	13550 University Blvd Sugar Land TX 77479-4920	281-201-3470
JJ Sushi LLC	Veterans Canteen Service #580	2002 Holcombe Blvd Houston TX 77030-4211	713-794-7133
John Hming Thang	Sprouts #102	2301 Cross Timbers Rd #200 Flower Mound TX 75028-2618	972-874-7380
John Hming Thang	Sprouts #108	110 W Sandy Lake Rd Suite 180 Coppell TX 75019-2015	972-350-8051
John Hming Thang	Sprouts #115	1745 E Hebron Pkwy Suite 200 Carrollton TX 75010-2143	972-428-5785
Lai Ram Thang	Target #1784	6419 Skillman St Dallas TX 75231-7109	
Lai Ram Thang	Target #2572	1629 N Town East Blvd Mesquite TX 75150-4105	
Lal Nun Par	Target #1395	725 Hebron Pkwy Lewisville TX 75057-5001	
Lal Nun Par	Target #2520	4760 State Highway 121 Lewisville TX 75056-2913	
Lawt Awng	Sprouts #144	6300 Waverly Way Fort Worth TX 76116-5519	682-747-5456
Len Par Thlia	Sprouts #103	11722 Marsh Ln Dallas TX 75229-2600	214-350-0574
Len Par Thlia	Sprouts #126	1800 N Henderson Ave Dallas TX 75206-7525	214-826-2937
Lily Ca Hlei Tial	Target #2216	1874 Joe Battle Blvd El Paso TX 79936-0962	
Luis Antonio Lozano Luna	Sprouts #120	655 Sunland Park Dr El Paso TX 79912-5205	915-833-3380

Franchisee Name	Franchise Unit	Address	Phone
Luis Antonio Lozano Luna	Sprouts #153	9801 Gateway Blvd W El Paso TX 79925-7546	
Monica Bawi Hlei Sung	Sprouts #146	2718 Old Chocolate Bayou Rd Pearland TX 77584-8977	713-482-3987
Mun Mung	Sprouts #136	195 Yale St Houston TX 77007-3746	713-395-4590
Myat Ko Ko Lwin	Sprouts #125	6920 Menchaca Rd Austin TX 78745-5358	512-687-2204
Nangyung Lahpai	Sprouts #156	1212 Old Spanish Trail Houston TX 77054	
Ngun Sang	Sprouts #147	1265 W Exchange Pkwy Allen TX 75013-7112	972-521-0057
Ngun Za Sui	Sprouts #145	3001 Lakeview Pkwy Rowlett TX 75088-3315	972-265-0386
Ni Bor Sung	Sprouts #150	2036 N Zaragoza Rd Suite E El Paso TX 79938-7994	915-218-2954
Ni Bor Sung	University of Texas at El Paso - Mein Bowl	500 W University Ave El Paso TX 79902-5802	915-747-5000
Ni Bor Sung	University of Texas at El Paso - Sushi	500 W University Ave El Paso TX 79902-5802	915-747-5000
Om Shalom	Sprouts #149	7110 Skillman St Dallas TX 75231-5652	469-210-8166
Pu Te	Sprouts #155	1220 N Town East Blvd Suite 650 Mesquite TX 75150-7605	
Pung Aung Mayit	Blue Cross Blue Shield	1001 E Lookout Dr Richardson TX 75082-4144	972-766-6900
Pung Ram Marip	Sprouts #143	1550 E Debbie Ln Mansfield TX 76063-3342	682-422-0061
Ral Ting	Target #1430	601 S Plano Rd Richardson TX 75081-4512	
Ral Ting	Target #1489	5301 N Garland Ave Garland TX 75040-2716	
Ram Tiam Canaan, LLC	Sprouts #130	22506 Tomball Pkwy Houston TX 77070-1531	832-698-0004
Ram Tiam Canaan, LLC	Sprouts #131	7055 Highway 6 N Suite A Houston TX 77095-5376	832-575-2201
Ram Tiam Canaan, LLC	Sprouts #139	20708 Kuykendahl Rd Spring TX 77379-3535	832-764-5424
Richard Tun Hlaing	Sprouts #123	22135 Bulverde Rd San Antonio TX 78259-1849	
Richard Tun Hlaing	Veterans Canteen Service #671	7400 Merton Minter St San Antonio TX 78229-4404	210-617-5300
Ro Sung Hniang	Veterans Canteen Service #549	4500 S Lancaster Rd Dallas TX 75216-7167	214-857-0967
Sai Zi	Sprouts #148	4930 Teasley Ln Denton TX 76210-3801	940-999-2263
Sui Sin Cer	Sprouts #157	4015 S Broadway Ave Tyler TX 75701	
Sui Za Kai	Target #1514	8532 Davis Blvd North Richland Hills TX 76182-8300	
Sui Za Kai	Target #1765	8000 Denton Hwy Watauga TX 76148-2464	
Sung Zi Lian	Sprouts #101	4100 Legacy Dr #401 Plano TX 75024-3404	972-618-8902
Sung Zi Lian	Sprouts #105	5190 Preston Rd Frisco TX 75034-7423	972-464-5776
Sung Zi Lian	Sprouts #106	1343 W Campbell Rd Richardson TX 75080-2815	214-442-5961
Sung Zi Lian	Sprouts #107	207 E FM 544 Murphy TX 75094-4023	972-265-4770
Tha Kip Sui Uk	Target #2042	301 Carroll St Fort Worth TX 76107-1956	
Thang Za Gen	Sprouts #124	8201 Quaker Ave Suite 140 Lubbock TX 79424-4234	806-794-4900
Thian Ro Par	Sprouts #140	5711 W Interstate 20 Arlington TX 76017-1142	682-587-0086
Thla Thang	Target #1770	5700 Overton Ridge Blvd Fort Worth TX 76132-3220	
Thla Zel Hauling	Sprouts #151	2500 Eldorado Pkwy Frisco TX 75033-8613	469-731-7261

Franchisee Name	Franchise Unit	Address	Phone
Tial Te	Target #1517	5959 Long Prairie Rd Flower Mound TX 75028-2224	
Tial Te	Target #2145	1801 S Loop 288 Denton TX 76205-4801	
Yee Yee	Sprouts #110	110 Interstate Hwy 35 N Round Rock TX 78681	
Maung Soe	Sprouts #602	1375 S State St Orem UT 84097-7701	801-434-1501
Par Za Len	Sprouts #604	1785 E Murray Holladay Rd Holladay UT 84117-5059	801-666-4135
Par Za Mawi	Sprouts #603	216 S 700 E Salt Lake City UT 84102-2106	801-364-1602
Salai Min Thu	Sprouts #605	11575 S 4000 W South Jordan UT 84009-6070	801-666-4139
Van Lal Sawm	Sprouts #601	6284 S State St Murray UT 84107-7227	801-266-3566
Aung Inc.	Capital One - Complex 23208	15015 Capital One Dr Henrico VA 23238-1122	
Aung Inc.	Capital One - Complex 23210	15035 Capital One Dr Henrico VA 23238-1122	
Aung Inc.	Capital One - Complex 23212	15055 Capital One Dr Henrico VA 23238-1122	
Aung Inc.	Capital One - Complex 27567	15080 Capital One Dr Henrico VA 23238	
Aung Inc.	Capital One - Production Kitchen	15075 Capital One Dr Henrico VA 23238-1122	804-629-5269
Aung Sannaw Phaga	Martin's #285	437 Tiffany Dr Waynesboro VA 22980-3283	540-942-7200
Aung Sannaw Phaga	Martin's #426	1015 Richmond Ave Staunton VA 24401-4905	540-885-9504
Rin LLC	Deloitte Headquarters	1919 N Lynn St Suite 1500 Arlington VA 22209-1742	
Saw Chit Oo Maung	Giant Food #0231	2932 Chain Bridge Rd Oakton VA 22124-3001	
Htu San Lahpai	Giant Food #0251	1900 Abbey Rd Charlottesville VA 22911-3543	
Ngun Thawng	Giant Food #0252	1000 E Main St Purcellville VA 20132-3134	
Naw Debbie Paw	Giant Food #0261	3131 Duke St Alexandria VA 22314-4518	
Chawia Hranleh	Giant Food #0747	1459 North Point Dr Reston VA 20194	
Hornbill LLC	Earth Fare #770	2203 Franklin Rd SW Roanoke VA 24014	
Saw Chit Oo Maung	Giant Food #0763	359 Maple Ave E Vienna VA 22180-4717	
Jia Hui Li	National Geospatial Agency - Sushi	7500 Geoint Dr Springfield VA 22150-7500	571-557-5400
Khamti Inc.	Henrico Doctors' Hospital - Forest Campus	1602 Skipwith Rd Richmond VA 23229-5205	804-289-4500
Khamti Inc.	Parham Doctors' Hospital	7700 E Parham Rd Richmond VA 23294-4301	804-747-5600
Naw Debbie Paw	Giant Food #0774	2501 9th Rd S Ste 75 Arlington VA 22204-2390	
La Ja Phaga	Martin's #078	1950 S Pleasant Valley Rd Winchester VA 22601-4400	540-665-0908
La Ja Phaga	Martin's #283	400 Gateway Dr Winchester VA 22603-5838	785-937-4385
La Ja Phaga	Martin's #295	240 Elizabeth Dr Stephens City VA 22655-2764	540-868-0224
La Ja Phaga	Martin's #299	200 Rivendell Ct Winchester VA 22603-8629	540-723-6232
La Ja Phaga	Shenandoah University - Allen Dining Hall	1460 University Dr Winchester VA 22601-5100	540-665-4924
Marcy Mawi	Mary Washington Hospital	1001 Sam Perry Blvd Fredericksburg VA 22401-4453	540-741-1185
Marcy Mawi	Mary Washington Hospital - 2300 Cafe	2300 Fall Hill Ave Fredericksburg VA 22401-3342	540-741-1185
Marcy Mawi	University of Mary Washington	1301 College Ave Fredericksburg VA 22401-5300	540-654-5641
Marip Mary	Martin's #424	2035 E Market St Harrisonburg VA 22801-8880	540-442-7576
Martina Lim	Giant Food #0235	5701 Plank Rd Fredericksburg VA 22407-6227	

Franchisee Name	Franchise Unit	Address	Phone
Martina Lim	Giant Food #0243	317 Worth Ave Stafford VA 22556-1538	
Martina Lim	Giant Food #0789	35 Town And Country Dr Falmouth VA 22405-8705	
MTH Enterprises Inc	VCU Health - ATG	403 N 13TH St Richmond VA 23298-5060	804-628-2165
MTH Enterprises Inc	VCU Health - Children Hospital	403 N 13TH St Richmond VA 23298-5060	804-628-2165
MTH Enterprises Inc	VCU Health - Sushi	403 N 13TH St Richmond VA 23298-5060	804-628-2165
MTH Enterprises Inc	Veterans Canteen Service #652	1201 Broad Rock Rd Richmond VA 23249-0001	
Chawia Hranleh	Giant Food #0775	13330 Franklin Farm Rd Herndon VA 20171-4036	
Naw Debbie Paw	Giant Food #0780	3480 S Jefferson St Falls Church VA 22041-3104	
Naw Khaing Myint	Giant Food #0781	12445 Hedges Run Dr Lake Ridge VA 22192-1715	
Saw Chit Oo Maung	Giant Food #0783	6011 Burke Centre Pkwy Burke VA 22015-3717	
Chawia Hranleh	Giant Food #0794	21000 Southbank St Ste 150 Sterling VA 20165-7242	
Niang Cingh Dim	Capital One McLean - 1 Cafe	1680 Capital One Dr Mc Lean VA 22102-3407	703-720-2586
Niang Cingh Dim	Capital One McLean - Petts Coffee Bar 1	1750 Tysons Blvd Floor 6 Mc Lean VA 22102-4208	703-720-2586
Niang Cingh Dim	Capital One McLean - Petts Coffee Bar 2	8020 Towers Crescent Dr Floor 6 Vienna VA 22182-6224	703-720-2586
Kin Kaung	Giant Food #0744	5740 Union Mill Rd Clifton VA 20124-1088	
Kin Kaung	Giant Food #0788	14125 Saint Germain Dr Centreville VA 20121-2310	
Patrick Thian Kam	US Patent and Trademark Office	600 Dulany St Alexandria VA 22314-5790	781-235-1200
Raymond Myo	Giant Food #2743	8970 Burke Lake Rd Springfield VA 22151-1004	
Chawia Hranleh	Giant Food #2746	2425 Centreville Rd Herndon VA 20171-3013	
Sai Win Aung	Radford University - ATG	801 E Main St Dalton Hall, Governors Quad Radford VA 24142-0001	540-831-7103
Sai Win Aung	Radford University - Sushi	801 E Main St Dalton Hall, Governors Quad Radford VA 24142-0001	540-831-7103
Samuel Ares-Batko	Earth Fare #780	208 Monticello Ave Williamsburg VA 23185	
Seng Nan Sumhka	Liberty University - Medical Center	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Montview Student Union - The Grid	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Simply to Go Business School	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - The Library - Tinney Cafe	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Tilley Student Center	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Seng Nan Sumhka	Liberty University - Woodfire Cafe	1971 University Blvd Lynchburg VA 24515-0002	434-592-6088
Za Thawng	Martin's #454	15371 Montanus Dr Culpeper VA 22701-2523	540-727-1076
Khine Nwe Oo	Marymount University	2807 N Glebe Rd Arlington VA 22207-4224	
Chao Yang LLC	National Geospatial Agency - Mein Bowl	7500 Geoint Dr Springfield VA 22150-7500	571-557-5400
Sushi Paradise, LLC	Giant Food #0233	7235 Arlington Blvd Falls Church VA 22042-3219	
Sushi Paradise, LLC	Giant Food #0249	6980 Braddock Rd Annandale VA 22003	
Sushi Paradise, LLC	Giant Food #0758	1454 Chain Bridge Rd Mc Lean VA 22101-3706	
Sushi Paradise, LLC	Giant Food #0765	1230 W Broad St Falls Church VA 22046-2116	

Franchisee Name	Franchise Unit	Address	Phone
Sushi Paradise, LLC	Giant Food #2745	6364 Old Keene Mill Rd Springfield VA 22150	
Sushi Paradise, LLC	Giant Food #2748	6360 Seven Corners Ctr Seven Corners VA 22044-2409	
Uhla Htay	Giant Food #2741	10653 Braddock Rd Fairfax VA 22032-2202	
Uhla Htay	Giant Food #2744	9444 Fairfax Blvd Fairfax VA 22031	
William Dawt Sang	Giant Food #0743	3450 Washington Blvd Arlington VA 22201-4508	
William Dawt Sang	Giant Food #0748	2901 S Glebe Rd # 11 Arlington VA 22206-2710	
William Dawt Sang	Giant Food #2742	621 E Glebe Rd Alexandria VA 22305-3045	
William Dawt Sang	Giant Food #2747	6200 Little River Tpke Alexandria VA 22312-1700	
Henry Thet Naing	Sprouts #886	494 Elden St Herndon VA 20170-4513	
Jasmine Tun Giri	City Market - South End	207 Flynn Ave Burlington VT 05401-5302	802-540-6400
Thida Giri	City Market - Downtown	82 S Winooski Ave Burlington VT 05401-7407	802-861-9700
A Ka	Veterans Canteen Service #663	1660 S Columbian Way Seattle WA 98108-1532	206-764-2019
Bayzi Kong	Haggen #3444	1313 Cooper Point Rd SW Olympia WA 98502-5729	360-754-1428
Dee Ram	The Market at Anacortes	1519 Commercial Ave Anacortes WA 98221-2234	360-588-8181
Jeju Sushi LLC	Haggen #3436	757 Haggen Dr Burlington WA 98233-3328	360-814-1500
Jung Dang	Haggen #3439	1401 12th St Bellingham WA 98225-7417	360-733-9277
Jung Dang	Haggen #3449	210 36th St Bellingham WA 98225-6540	360-647-4312
Jungbe Sangdong	Haggen #3450	2601 E Division St Mount Vernon WA 98274-4748	360-848-6999
La Ring	Haggen #3498	17641 Garden Way NE Woodinville WA 98072-3535	425-398-6700
Ma San Aye	Gonzaga University	702 E Desmet Ave Spokane WA 99202-2031	509-313-6925
Me & Mar Products LLC	Sprouts #455	19630 Highway 99 Lynnwood WA 98036-6038	
Me & Mar Products LLC	Sprouts #457	13010 Aurora Ave N Seattle WA 98133	
Mu Thaw Lwe	Safeway #1687	3307 Evergreen Way Bldg 5 Washougal WA 98671-2062	360-335-2000
Pau Khan Khual	Haggen #3482	1301 Avenue D Snohomish WA 98290-1711	360-568-1395
Phong Ram Zakhar	Haggen #3493	1815 Main St Ferndale WA 98248-9454	360-380-9000
Phung San Ding Khan	Haggen #3480	26603 72ND Ave NW Stanwood WA 98292-6273	360-629-4400
Phung San Ding Khan	Haggen #3604	3711 88th St NE Marysville WA 98270-7214	360-530-7700
Ram Sar	Haggen #3600	8915 Market Pl Suite 100 Lake Stevens WA 98258-4916	425-377-7100
Thang Kap Khai	Haggen #3430	2814 Meridian St Bellingham WA 98225-2413	360-671-3300
Thang Kap Khai	Haggen #3460	2900 Woburn St Bellingham WA 98226-3865	360-676-5300
Thein Kang Zami Shar	Haggen #3427	31565 State Route 20 # 1 Oak Harbor WA 98277-3172	360-679-8058
Thein Kang Zami Shar	Sprouts #458	11066 Pacific Crest Pl Nw Suite A150 Silverdale WA 98383-6600	
WDK Sushi Inc	Haggen #3438	1406 Lake Tapps Pkwy SE Auburn WA 98092-8154	253-876-1794
Ze Dau	Sprouts #456	13314 Bothell Everett Hwy Mill Creek WA 98012-5509	
Alex Mualcin	Pick 'N Save - 6308	220 E Sunset Dr Waukesha WI 53189-7602	262-574-0405

Franchisee Name	Franchise Unit	Address	Phone
Alex Mualcin	Pick 'N Save - 6308 ATG	220 E Sunset Dr Waukesha WI 53189-7602	262-574-0405
Alex Mualcin	Veterans Canteen Service #695	5000 W National Avenue Milwaukee WI 53295	206-764-2019
Bawi Hlei Thang	Pick 'N Save - 6390	1750 Us Highway 51 Stoughton WI 53589-3272	608-873-0171
Bawi Hlei Thang	Pick 'N Save - 6394	5709 Hwy 51 McFarland WI 53558	
Bawi Hu Lian	Pick 'N Save - 6417	2518 W Washington St West Bend WI 53095-2106	414-778-1839
Bawi Hu Lian	Pick 'N Save - 6417 ATG	2518 W Washington St West Bend WI 53095-2106	414-778-1839
Bawi Hu Lian	Pick 'N Save - 6430	1629 S Main St West Bend WI 53095-4935	262-338-5626
Bawi Hu Lian	Pick 'N Save - 6430 ATG	1629 S Main St West Bend WI 53095-4935	262-338-5626
Ben Ratanajitta	Festival Foods #2721	1001 Main Ave De Pere WI 54115-1307	920-336-6520
Ben Ratanajitta	Festival Foods #2726	2348 Lineville Rd Green Bay WI 54313-8811	920-965-0042
Biak Tuang	Metro Market - 6885	6950 W State St Wauwatosa WI 53213-2813	414-475-7181
Biak Tuang	Metro Market - 6885 ATG	6950 W State St Wauwatosa WI 53213-2813	414-475-7181
Biak Tuang	Pick 'N Save - 6416	1717 N Mayfair Rd Wauwatosa WI 53226-3019	414-778-1839
Ca Lian	Pick 'N Save - 6378	5111 Douglas Ave Racine WI 53402-2075	262-753-0951
Ca Lian	Pick 'N Save - 6856	1202 N Green Bay Rd Racine WI 53406-3504	
Ca Lian	Pick 'N Save - 6877	2901 S Chicago Ave South Milwaukee WI 53172	414-764-0925
Ca Lian	Sendik's #18 Waukesha	701 Meadowbrook Rd Waukesha WI 53188-7310	262-875-4707
Cak Thang	Pick 'N Save - 6876	6969 N Port Washington Rd Building C Glendale WI 53217-3962	414-351-0298
Chaionon Family Sushi LLC	Pick 'N Save - 6868	605 E Lyon St Milwaukee WI 53202-2082	414-272-6677
Chan Peng Lian	Pick 'N Save - 6382	15445 West National Ave New Berlin WI 53151	
Chan Peng Lian	Pick 'N Save - 6846	2625 S 108TH St West Allis WI 53227-1931	414-541-1333
Chan Za Mang	Sendik's Fine Foods Inc	18985 W Capitol Dr Brookfield WI 53045-2704	262-781-8200
Chhunga Cherput	Meijer #300	3801 N Richmond St Appleton WI 54913-9631	920-350-6210
Cia Zing	Metro Market - 6301	17630 W Bluemound Rd Brookfield WI 53045-2908	262-784-2410
Cia Zing	Pick 'N Save - 6368	17295 W Capitol Dr Brookfield WI 53045-2004	443-612-3663
Cia Zing	Pick 'N Save - 6373	2205 N Calhoun Rd Brookfield WI 53005-5062	
Cung Ling	Festival Foods #2711	6000 31st St Kenosha WI 53144-7322	844-358-1453
Dalila Dah Htoo	Bartolotta's US Bank Center	777 E Wisconsin Ave Milwaukee WI 53202-5300	414-935-5007
Dalila Dah Htoo	Metro Market - 8101	1850 Plover Rd Plover WI 54467-3921	715-344-0066
Fei Fei Nang	Pick 'N Save - 5375	1900 Jackson St Oshkosh WI 54901-2206	920-424-7820
Fei Fei Nang	Pick 'N Save - 5478	1940 S Koeller St Oshkosh WI 54902-6200	920-424-7820
Hingiang Khun	Metro Market - 6890	11558 N Port Washington Rd Mequon WI 53092-3416	262-241-6721
Hlaing Wah Oo	Kohl's Corporate - Main	N56W17000 Ridgewood Dr Menomonee Falls WI 53051-5660	262-703-2646
Hlaing Wah Oo	Kohl's Corporate - Main ATG	N56W17000 Ridgewood Dr Menomonee Falls WI 53051-5660	262-703-2646

Franchisee Name	Franchise Unit	Address	Phone
Hlaing Wah Oo	Kohl's Innovation Center - KIC	W165N5830 Ridgewood Dr Menomonee Falls WI 53051-5655	
Hlaing Wah Oo	Kohl's Innovation Center - KIC ATG	W165N5830 Ridgewood Dr Menomonee Falls WI 53051-5655	262-703-7000
Hmunsang Uk	Festival Foods #2705	3401 80th St Kenosha WI 53142-5903	262-694-7200
Hmunsang Uk	Festival Foods #2728	25300 75th St Salem WI 53168-9684	
Hrang Ceu	Pick 'N Save - 6415	1220 W Sunset Dr Waukesha WI 53189-8423	262-446-6980
Hrang Ceu	Pick 'N Save - 6415 ATG	1220 W Sunset Dr Waukesha WI 53189-8423	262-446-6980
Hsar Shee	Festival Foods #2714	1613 N Central Ave Marshfield WI 54449-1550	715-384-8866
Jack Branch	Sendik's #01 Whitefish Bay	500 E Silver Spring Dr Whitefish Bay WI 53217-5227	414-962-9525
Jack Branch	Sendik's #11 Bayside	340 W Brown Deer Rd Bayside WI 53217-2319	414-352-8670
Jor Mahn Yin	Festival Foods #2722	3007 Mall Dr Eau Claire WI 54701-6867	715-838-1000
Jor Mahn Yin	Festival Foods #2736	2717 Birch St Eau Claire WI 54703-3458	833-728-2749
K&M Sushi Inc	Sentry Foods - Wauwatosa	6700 W State St Wauwatosa WI 53213-2838	414-259-8560
Kavi Mon	Meijer #298	2015 Shawano Ave Green Bay WI 54303-2606	920-496-8100
Kee Phe	Festival Foods #2730	615 Linn St Baraboo WI 53913-1061	608-356-6671
Kee Phe	Festival Foods #2731	2915 New Pinery Rd Portage WI 53901-9226	
Khosa John	Festival Foods #2715	30 Copeland Ave La Crosse WI 54603-3401	608-785-1000
Kim Family Sushi Inc.	Meijer #305	924 N Taylor Dr Sheboygan WI 53081-4202	
Kongchan Kit	Festival Foods #2709	328 Washington St Fort Atkinson WI 53538-1741	
Kongchan Kit	Festival Foods #2713	810 E Washington Ave Madison WI 53703-2936	844-511-3887
Kongchan Kit	Festival Foods #2723	2233 Humes Rd Janesville WI 53545-0258	844-425-4198
Lah Thar	Festival Foods #2708	2415 Westowne Ave Oshkosh WI 54904-7776	920-966-3378
Lah Thar	Festival Foods #2717	1125 E Johnson St Fond du Lac WI 54935-8925	920-273-0490
Lai Ram Ceu	Metro Market - 6371	1123 N Van Buren St Milwaukee WI 53202-3269	414-273-1928
Lai Ram Ceu	Metro Market - 6371 ATG	1123 N Van Buren St Milwaukee WI 53202-3269	414-273-1928
Lal Jeremiah	Festival Foods #2737	660 Hometown Cir Verona WI 53593-1556	
Lam Khan Mung	Meijer #304	1818 S Rapids Rd Manitowoc WI 54220	
Lian Ceuthawng	Festival Foods #2735	750 N Union St Mauston WI 53948-1100	608-847-4331
Mang Cin Sung	Meijer #283	171 W Town Square Way Oak Creek WI 53154-6801	414-501-1700
Maung Tin Aye Lwin	Sendik's #07 Greenfield	7901 W Layton Ave Greenfield WI 53220-3710	414-329-9525
Maung Tin Aye Lwin	Sendik's #17 Hales Corners	5101 S 108th St Hales Corners WI 53130-1364	414-235-4305
May Oo	Pick 'N Save - 6882	1100 E Garfield Ave Milwaukee WI 53212-3473	414-374-8769
Mi Jern	Festival Foods #2733	2615 N Clairemont Ave Eau Claire WI 54703-2405	833-728-2745
Mike Solo Htoo	Metro Market - 8132	1500 Pinecrest Ave Stevens Point WI 54481-4326	715-345-1937
Mohamed Ali Bin Mogul Ahmad	Metro Market - 6892	N95W18351 County Line Rd Menomonee Falls WI 53051-1335	262-255-4331

Franchisee Name	Franchise Unit	Address	Phone
Mohamed Ali Bin Mogul Ahmad	Pick 'N Save - 6418	7401 W Good Hope Rd Milwaukee WI 53223-4618	
Myo Min Oak	Pick 'N Save - 8107	1291 Lombardi Access Rd Green Bay WI 54304-4046	920-498-3974
Myo Min Oak	Pick N Save - 8111	2064 Lime Kiln Rd Green Bay WI 54311-6279	920-469-8293
Myo Min Oak	Pick 'N Save - 8186	1819 Main St Green Bay WI 54302-3918	920-468-0447
Myo Min Oak	Pick 'N Save - 8187	511 W Calumet St Appleton WI 54915-1462	920-734-0636
Nai Chan Htaw	Festival Foods #2720	2500 State Rd La Crosse WI 54601-5098	262-694-7200
Nai Chit Oo Mon	Sendik's #03 Mequon	10930 N Port Washington Rd Mequon WI 53092-5031	262-241-9525
Nai Chit Oo Mon	Sendik's #10 West Bend	280 N 18TH Ave West Bend WI 53095-3055	262-335-9525
Nai Mon	Festival Foods #2702	2151 S 42ND St Manitowoc WI 54220-9701	262-694-7200
Nai Ral Mon	Festival Foods #2716	W3195 Van Roy Rd Appleton WI 54915-3982	920-968-2200
Nai Yin	Festival Foods #2725	1405 Oneida St Menasha WI 54952	844-358-1454
Ngun Tling Thang	Festival Foods #2704	595 S Taylor Dr Sheboygan WI 53081-4234	920-694-6260
Ni Sui	Pick 'N Save - 6387	2320 W Ryan Rd Oak Creek WI 53154-4325	414-761-1498
Ni Sui	Pick 'N Save - 6878	250 W Holt Ave Milwaukee WI 53207-3200	414-294-2144
Ni Sui	Pick 'N Save - 6878 ATG	250 W Holt Ave Milwaukee WI 53207-3200	414-294-2144
No Zam	Festival Foods #2710	5740 Washington Ave Mount Pleasant WI 53406-4085	844-878-6949
Par Hnem Cung	Metro Market - 6853	12735 W Capitol Dr Brookfield WI 53005-2442	262-783-7502
Par Hnem Cung	Pick 'N Save - 6397	15170 W Greenfield Ave Brookfield WI 53005-7018	262-782-2745
Peter Biak Ceu Lian	Pick 'N Save - 6357	N112W16200 Mequon Rd Germantown WI 53022-3334	262-253-0841
Peter Biak Ceu Lian	Super Pick 'N Save - 6889	N77W14435 Appleton Ave Menomonee Falls WI 53051-4306	262-255-7598
Phun Thang	Sendik's #06 Franklin	5200 W Rawson Ave Franklin WI 53132-8806	414-817-9525
Piya Mon	Festival Foods #2707	647 S Green Bay Rd Neenah WI 54956-3153	920-967-3300
PK Sushi LLC	Festival Foods #2740	2250 W Mason St Green Bay WI 54303-4707	920-496-2966
PK Sushi LLC	Festival Foods #2766	2534 Steffens Ct Green Bay WI 54311-4504	920-465-3800
PK Sushi LLC	Festival Foods #2768	2430 University Ave Green Bay WI 54302-5006	844-465-3707
Ral Lian Bawi	Meijer #292	5800 W Layton Ave Greenfield WI 53220-4021	414-304-2000
Ram Lian Thang Biak Kung	Meijer #299	2180 S Main St West Bend WI 53095-5754	262-334-8500
Rasa Mon Inc.	Festival Foods #2732	1200 W Northland Ave Appleton WI 54914-1415	920-958-2212
Ruthy Lal Nun Par Lian	Pick 'N Save - 6407	2201 Miller Pkwy Milwaukee WI 53219-1643	414-383-9755
Ruthy Lal Nun Par Lian	Pick 'N Save - 6847	6760 W National Ave West Allis WI 53214-4965	414-476-6061
Salai Thawng Tin Uk	Metro Market - 6434	6010 Cottage Grove Rd Madison WI 53718-1300	608-223-0951
Salai Thawng Tin Uk	Metro Market - 6434 ATG	6010 Cottage Grove Rd Madison WI 53718-1300	608-223-0951
Savena Suina	Meijer #284	7701 Green Bay Rd Kenosha WI 53142-4043	262-612-1600
Steven Mang Ling	Pick 'N Save - 8180	3650 University Ave Madison WI 53705-2162	608-231-6935
Steven Mang Ling	Pick 'N Save - 8180 ATG	3650 University Ave Madison WI 53705-2162	608-231-6935

Franchisee Name	Franchise Unit	Address	Phone
Steven Uk	Metro Market - 6893	4075 N Oakland Ave Shorewood WI 53211-2356	414-967-9218
Steven Uk	Metro Market - 6893 ATG	4075 N Oakland Ave Shorewood WI 53211-2356	414-967-9218
Sui Dang	Festival Foods #2738	5600 S 108th St Hales Corners WI 53130-1910	
Sui Khin	Sentry Foods - Delafield	3255 Golf Rd Delafield WI 53018-2157	262-646-9483
Sui Tin Tial	Pick 'N Save - 6413	36903 E Wisconsin Ave Oconomowoc WI 53066-3144	262-567-7938
Sui Tin Tial	Pick 'N Save - 6888	624 S Church St Watertown WI 53094-6229	
Sui Tum	Sendik's #12 Hartland	600 Hartbrook Dr Hartland WI 53029-1436	262-369-0900
Sui Tum	Sendik's #12 Hartland - ATG	600 Hartbrook Dr Hartland WI 53029-1436	262-369-0900
Tala Htaw Inc	Sendik's #04 Grafton	2195 1st Ave Grafton WI 53024-2502	262-376-9525
Tala Htaw Inc	Sendik's #08 Germantown	N112W15800 Mequon Rd Germantown WI 53022-3389	262-250-9525
Thaa Chin	Sendik's #02 Wauwatosa	8616 W North Ave Wauwatosa WI 53226-2722	414-456-9525
Thaa Chin	Sendik's #05 Elm Grove	13425 W. Watertown Plank Rd Elm Grove WI 53122	262-784-9525
Thaa Chin	Sendik's #09 New Berlin	3600 S Moorland Rd New Berlin WI 53151-5147	262-439-9269
Than Cung	Pick 'N Save - 6381	S74W17005 Janesville Rd Muskego WI 53150-9701	262-679-1931
Than Cung	Pick 'N Save - 6384	1010 N Rochester St Mukwonago WI 53149-8738	262-363-3026
Than Cung	Pick 'N Save - 6414	1008 Milwaukee Ave Burlington WI 53015	
Than Hlei Par	Pick 'N Save - 6366	5800 S 108TH St Hales Corners WI 53130-1912	414-427-8812
Than Hlei Par	Pick 'N Save - 6431	7780 S Lovers Lane Rd Franklin WI 53132-2289	414-425-5400
Thang Lian	Sentry Foods - West	7455 Mineral Point Rd Madison WI 53717-1703	608-829-3500
Thang Lian	University of Wisconsin - Madison Capital Cafe	975 University Ave Madison WI 53706-1324	
Thang Lian	University of Wisconsin - Madison Carte	800 Langdon St Madison WI 53706-1419	
Thang Lian	University of Wisconsin - Madison Carte Grubhub	800 Langdon St Madison WI 53706-1419	
Thang Lian	University of Wisconsin - Madison Ginger Root	1308 W Dayton St Madison WI 53715-1149	
Thla Cung	Pick 'N Save - 6871	2811 18th St Kenosha WI 53140-4665	
Thla Cung	Pick 'N Save - 6874	5710 75th St Kenosha WI 53142-3635	
Thla Cung	Pick 'N Save - 6891	2820 S Green Bay Rd Mount Pleasant WI 53406-4950	262-554-9630
Thla Thawng	Pick 'N Save - 6360	7201 S 76TH St Franklin WI 53132-9041	414-427-8100
Thla Thawng	Pick 'N Save - 6887	4279 S 76TH St Greenfield WI 53220-2804	414-541-0061
Thla Thawng	Pick 'N Save - 6887 ATG	4279 S 76TH St Greenfield WI 53220-2804	414-541-0061
Tial Fam	Pick 'N Save - 6380	N65W24838 Main St Sussex WI 53089-2670	262-246-9151
Tial Fam	Pick 'N Save - 6380 ATG	N65W24838 Main St Sussex WI 53089-2670	262-246-9151
Tuan Cung	Metro Market - 6315	2160 Silvernail Rd Pewaukee WI 53072-5526	262-544-0072
Tuan Cung	Pick 'N Save - 6374	1405 Capitol Dr Pewaukee WI 53072-6933	
Tuan Cung	Pick 'N Save - 6386	405 N Wales Rd Wales WI 53183-9728	262-968-9640
Tuan Cung	Pick 'N Save - 6398	3161 Village Square Dr Hartland WI 53029-8362	262-369-1416
Tuan Hre Kam	Sendik's #15 Greendale	6200 W Loomis Rd Greendale WI 53129-2447	414-235-3550
Tuan Hre Kam	Sendik's #19 Marquette	824 N 16th St Milwaukee WI 53233-1722	414-797-4950

Franchisee Name	Franchise Unit	Address	Phone
Tum Lan Bik	Meijer #274	1600 N Port Washington Rd Grafton WI 53024	262-204-2800
Van Iang Mawi	Sendik's #16 Brookfield	20222 Lower Union St Brookfield WI 53045-3532	262-439-8930
Van Tha Bawi	Pick 'N Save - 8118	2400 W Wisconsin Ave Appleton WI 54914-3109	920-831-0333
Van Tha Bawi	Pick 'N Save - 8123	2700 N Ballard Rd Appleton WI 54911-8657	
Van Tha Bawi	Pick 'N Save - 8124	1530 S Commercial St Neenah WI 54956-4802	920-751-8842
Van Tha Ceu	Pick 'N Save - 6348	6462 S 27TH St Oak Creek WI 53154-1036	414-761-1240
Van Tha Ceu	Pick 'N Save - 6857	4698 S Whitnall Ave Saint Francis WI 53235-6052	414-769-8801
Van Thawng	Metro Market - 6388	1300 Pabst Farms Cir Oconomowoc WI 53066-4884	262-200-7425
Viyanh Philavong	Pick 'N Save - 8128	6800 Century Ave Middleton WI 53562-1862	608-831-3009
Viyanh Philavong	Pick 'N Save - 8179	261 Junction Rd Madison WI 53717-2615	608-829-2020
Viyanh Philavong	Pick 'N Save - 8182	3010 Cahill Main Fitchburg WI 53711-7171	608-271-2024
Win Naing	Sentry Foods - Madison	726 N Midvale Blvd Madison WI 53705-3243	608-238-7612
Yao Lor	Pick 'N Save - 8131	6655 McKee Rd Madison WI 53719-5004	608-848-9984
Yao Lor	Pick 'N Save - 8178	2502 Shopko Dr Madison WI 53704-4119	608-243-1000
Yao Lor	Pick 'N Save - 8181	6540 Monona Dr Madison WI 53716-4019	608-222-9575
Za Men Sung	Festival Foods #2719	1260 Crossing Meadows Dr Onalaska WI 54650-8666	608-781-2272
Za Men Sung	Festival Foods #2769	123 Hale Dr Holmen WI 54636-8933	833-605-6924
Za Men Sung	University of Wisconsin - LaCrosse	521 East Ave N La Crosse WI 54601-3763	608-785-8000
Za Thun	Meijer #277	11111 W Burleigh St Wauwatosa WI 53222-3211	414-290-0900
Goon Du Pha Ga	West Virginia University - Bits & Bytes	393 Evansdales Drive Morgantown WV 26505	304-293-3940
Goon Du Pha Ga	West Virginia University - Brew 'n Gold Cafe	356 Evansdale Dr Morgantown WV 26506-1100	
Goon Du Pha Ga	West Virginia University - Cavanaugh's	400 Medical Center Dr Morgantown WV 26505	304-293-9643
Goon Du Pha Ga	West Virginia University - Da Vinci's	3 Evansdale Drive Morgantown WV 26505	304-293-4208
Goon Du Pha Ga	West Virginia University - Eliza's	1549 University Ave Morgantown WV 26505-5673	304-293-4931
Goon Du Pha Ga	West Virginia University - Health Science Center Market	64 Medical Center Dr Morgantown WV 26505-3409	304-293-3701
Goon Du Pha Ga	West Virginia University - JAC's	1550 University Ave Morgantown WV 26506-0001	304-293-4430
Goon Du Pha Ga	West Virginia University - Lyon's Den	356 Evansdale Dr Morgantown WV 26506-1100	304-293-4430
Goon Du Pha Ga	West Virginia University - Park Place	438 Oakland St Morgantown WV 26505-0100	304-293-4430
Goon Du Pha Ga	West Virginia University - Summit Cafe	211 Grant Ave Morgantown WV 26505-4933	304-293-5919
Goon Du Pha Ga	West Virginia University - The Greenhouse	375 Birch St Morgantown WV 26505-3418	304-293-9643
Goon Du Pha Ga	West Virginia University - The Market at Uplace	2151 University Ave Morgantown WV 26505	
Goon Du Pha Ga	West Virginia University - Waterfront Cafe	1 Waterfront Pl Morgantown WV 26501-5978	304-293-4430
Kmk Food Service LLC	Marshall University - Mein Bowl	1 John Marhsall Dr Huntington WV 25755-0001	
Kmk Food Service LLC	Marshall University - Sushi	1 John Marhsall Dr Huntington WV 25755-0001	
La Ja Phaga	Martin's #102	190 Flowing Springs Rd Charles Town WV 25414-3911	304-728-8696

The name, city and state and current business telephone number or if unknown, the last know home telephone number-of every franchisee who has had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the disclosure document issuance date:

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Maung Chay, AL Troy,404)-490-8669	117 Adams Center Troy, AL 36082-0001	7/24/2020	Terminated
Thang Van Mung, AR Sherwood,501-240-5315	6929 JFK Blvd North Little Rock, AR 72116-5312	2/8/2020	Terminated
Thang Van Mung, AR Sherwood,501-240-5315	2509 McCain Blvd North Little Rock, AR 72116-7606	2/8/2020	Terminated
Ngun Zing Thang, NC Fletcher,828)-489-4029	2824 E Indian School Rd Phoenix, AZ 85016-6863	2/3/2020	Terminated
Htun Maung, AZ Glendale,602-561-5575	12415 N Tatum Blvd Phoenix, AZ 85032-7708	9/13/2020	Voluntarily Ceased to do Business
Htun Maung, AZ Glendale,602-561-5575	8040 N 19TH Ave Phoenix, AZ 85021-5101	9/13/2020	Voluntarily Ceased to do Business
Ram Uk Thang, AZ Pheonix,480-823-8514	5645 E State Route 69 Prescott Valley, AZ 86314-6540	10/4/2020	Voluntarily Ceased to do Business
Nicholas Mang Sian Mung, AZ Yuma,260)-710-5993	1590 S 4TH Ave Unit A Yuma, AZ 85364-4638	12/20/2020	Voluntarily Ceased to do Business
Lian Khan Mung, AZ Phoenix,602-434-7058	1590 S 4TH Ave Unit A Yuma, AZ 85364-4638	1/12/2020	Non Renewal
Noor Bahar Binti Mohammed Kassim, AZ Glendale,619)-416-8143	1327 Encinitas Blvd Encinitas, CA 92024-2845	9/27/2020	Voluntarily Ceased to do Business
Tin Tin Nu, CA San Diego,415-832-0097	4175 Park Blvd San Diego, CA 92103-2510	5/10/2020	Voluntarily Ceased to do Business
Tin Tin Nu, CA San Diego,415-832-0097	3315 Rosecrans St Suite B San Diego, CA 92110-4224	5/10/2020	Voluntarily Ceased to do Business
Sar Awng Chan, IL Carol Stream,818-960-8266	32413 Temecula Pkwy Temecula, CA 92592-5808	10/11/2020	Voluntarily Ceased to do Business
Tin Tin Nu, CA San Diego,415-832-0097	15727 Bernardo Heights Pkwy San Diego, CA 92128-3181	5/10/2020	Voluntarily Ceased to do Business
Sar Awng Chan, IL Carol Stream,818-960-8266	39606 Winchester Rd Temecula, CA 92591-3550	10/11/2020	Voluntarily Ceased to do Business
Daniel Ah Hpung, CA Concord,925-951-3805	401 Kenilworth Dr Suite 1040 Petaluma, CA 94952-3413	1/26/2020	Voluntarily Ceased to do Business
Win M Aung, CA El Monte,323-633-6693	915 N La Brea Ave Los Angeles, CA 90038-2360	1/19/2020	Voluntarily Ceased to do Business
Aihua Hu, CA Milpitas,408)-799-8923	1028 E Brokaw Rd San Jose, CA 95131-2309	7/28/2020	Terminated
Myo Htet, CA San Gabriel,626-346-6400	655 S Grand Ave Glendora, CA 91740-4139	7/19/2020	Non Renewal
Khine Khine Wai, CA Alhambra,626-841-3870	11301 Wilshire Blvd Los Angeles, CA 90073-1003	8/30/2020	Voluntarily Ceased to do Business
Ma Ja Nu, CA San Diego,619-214-5607	9861 Adams Ave Huntington Beach, CA 92646-4807	4/23/2020	Voluntarily Ceased to do Business
Khine Khine Wai, CA Alhambra,626-841-3870	11301 Wilshire Blvd Los Angeles, CA 90073-1003	8/30/2020	Voluntarily Ceased to do Business
Khin Win Lu, CA Fremont,510-557-8880	6399 Jarvis Ave Newark, CA 94560-1214	11/22/2020	Voluntarily Ceased to do Business
Hung Hmi, CO Aurora,720-288-8369	2880 S Colorado Blvd Denver, CO 80222-6618	2/18/2020	Terminated
Erna Tan, CO Highlands Ranch,720-862-4967	1980 E County Line Rd Highlands Ranch, CO 80126-2446	3/15/2020	Voluntarily Ceased to do Business

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Tial Awi, CO Colorado Springs,710-984-3976	1730 Dublin Blvd Colorado Springs, CO 80918-8348	5/3/2020	Non Renewal
Erna Tan, CO Highlands Ranch,720-862-4967	5001 S Broadway Englewood, CO 80113-6810	3/15/2020	Voluntarily Ceased to do Business
Doiseng La, CO Aurora,208-297-4820	1500 Illinois St Golden, CO 80401-1887	1/2/2020	Voluntarily Ceased to do Business
Tial Dawh Par, CO Lakewood,309-203-9726	98 Wadsworth Blvd Unit 112 Lakewood, CO 80226-1550	5/10/2020	Voluntarily Ceased to do Business
Vanessa Flores, CT East Hartford,860-680-0748	11 E High St East Hampton, CT 06424-1022	9/17/2020	Terminated
May Rum, FL Jacksonville,904-899-2828	11901 Atlantic Blvd Suite 250 Jacksonville, FL 32225-2956	2/3/2020	Terminated
Tar Mla Hsar, FL Seminole,727-655-0789	7774 113TH St Seminole, FL 33772-4626	2/3/2020	Terminated
Pi Pi, FL Ocala,407-353-7720	2405 SW 27th Ave #101 Ocala, FL 34471-0807	2/3/2020	Terminated
Mawng Lay, FL Bradenton,941-210-2232	11525 State Road 70 E Lakewood Ranch, FL 34202-9419	2/3/2020	Terminated
San Mon Kui Hon, FL Riviera Beach,515-991-4904	4925 PGA Blvd Palm Beach Gardens, FL 33418	2/3/2020	Terminated
Pau Lam Cin, FL Orlando,407-990-2444	13535 Nemours Pkwy Orlando, FL 32827-7402	3/31/2020	Voluntarily Ceased to do Business
Thang Khan Lian, FL North Miami Beach,786)-286-4580	820 S State Road 7 Wellington, FL 33414-6264	7/19/2020	Terminated
Khup Vang Lian, FL Boynton Beach,754-422-8535	8855 Boynton Beach Blvd Boynton Beach, FL 33472-4485	2/3/2020	Terminated
Gum Seng Awng Lahtaw, FL Tallahassee,203-721-5793	120 Shops Blvd Saint Johns, FL 32259-2382	2/3/2020	Terminated
Jia Ling Feng, GA Athens,706-755-1746	1689 S Lumpkin St Athens, GA 30606-4742	2/3/2020	Terminated
Maung kyaw Htay, GA Augusta,307-413-0975	2500 Walton Way Augusta, GA 30904-4562	9/27/2020	Voluntarily Ceased to do Business
Tan-Ching Yuan, GA Norcross,770-355-7423	2551 Blackmon Dr Decatur, GA 30033-6109	3/1/2020	Non Renewal
Maung kyaw Htay, GA Augusta,307-413-0975	630 Crane Creek Dr Augusta, GA 30907-0004	9/27/2020	Voluntarily Ceased to do Business
Ni Lung, IL Moline,309)-756-6135	5225 Elmore Ave Davenport, IA 52807-3454	10/18/2020	Voluntarily Ceased to do Business
Kyaw Aye Tun, IA Cedar Rapids,515-587-7279	1030 Blairs Ferry Rd NE Cedar Rapids, IA 52402-1220	12/20/2020	Voluntarily Ceased to do Business
Thang Pui, IL Tinley park,502-775-9126	11305 W Lincoln Hwy Mokena, IL 60448-2070	2/6/2020	Terminated
Thang Pui, IL Tinley park,502-775-9126	14169 S Bell Rd Homer Glen, IL 60491-8464	2/6/2020	Terminated
Cer Nei Sin, NC Greensboro,336-937-3068	1209 North Dr Greensboro, NC 27412-5015	3/11/2020	Terminated
Siang Cung Cin, IN Greenwood,317-400-2851	1032 Sagamore Pkwy W West Lafayette, IN 47906-1446	12/4/2020	Non Renewal
Siang Cung Cin, IN Greenwood,317-400-2851	2636 US 52 Sagamore Pkwy W West Lafayette, IN 47906	12/4/2020	Non Renewal
Roman R Abraham, IN Indianapolis,517-249-4343	11109 Parkview Plaza Dr Fort Wayne, IN 46845-1701	6/20/2020	Voluntarily Ceased to do Business
Roman R Abraham, IN Indianapolis,517-249-4343	11109 Parkview Plaza Dr Fort Wayne, IN 46845-1701	6/20/2020	Voluntarily Ceased to do Business
Roman R Abraham, IN Indianapolis,517-249-4343	11109 Parkview Plaza Dr Fort Wayne, IN 46845-1701	6/20/2020	Voluntarily Ceased to do Business

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Roman R Abraham, IN Indianapolis,517-249-4343	11109 Parkview Plaza Dr Fort Wayne, IN 46845-1701	6/20/2020	Voluntarily Ceased to do Business
Roman R Abraham, IN Indianapolis,517-249-4343	2200 Randallia Dr Fort Wayne, IN 46805-4638	6/20/2020	Voluntarily Ceased to do Business
Roman R Abraham, IN Indianapolis,517-249-4343	10501 Corporate Dr Fort Wayne, IN 46845-1700	6/20/2020	Voluntarily Ceased to do Business
Roman R Abraham, IN Indianapolis,517-249-4343	1010 Production Rd Fort Wayne, IN 46808-4106	6/20/2020	Voluntarily Ceased to do Business
Roman R Abraham, IN Indianapolis,517-249-4343	10622 Parkview Plaza Dr Fort Wayne, IN 46845-1738	6/20/2020	Voluntarily Ceased to do Business
Noami Tuimuk, IN Indianapolis,317-506-7498	2390 N Morton St Franklin, IN 46131-9737	10/24/2020	Voluntarily Ceased to do Business
Gabriel Thang Lian Mawi, IN Indianapolis,317-833-2504	6260 W Mcgalliard Rd Muncie, IN 47304-9413	6/13/2020	Terminated
Hoi Hmung Darkhuah, IN Indianapolis,317-772-7220	1481 W 10th St Indianapolis, IN 46202-2803	12/20/2020	Voluntarily Ceased to do Business
San Dar Myint, KS Kansas City,913-375-6279	7201 W 151ST St Overland Park, KS 66223-2229	1/4/2020	Voluntarily Ceased to do Business
Pau Lamcin Gualnam, KS Kansas City,913-213-9078	9628 Nall Ave Overland Park, KS 66207-2952	8/16/2020	Voluntarily Ceased to do Business
Dong Min Thang, TN Nashville,405-365-1335	3444 Plaza Ave Memphis, TN 38111-4614	7/4/2020	Voluntarily Ceased to do Business
Ngun Cer Cin, LA Metairie,317-995-0880	2904 Severn Ave Metairie, LA 70002-4815	3/15/2020	Voluntarily Ceased to do Business
Ngun Cer Cin, LA Metairie,317-995-0880	3233 Magazine St New Orleans, LA 70115-2342	3/15/2020	Voluntarily Ceased to do Business
Tu Mai, LA Abbeville,808-741-9008	604 S State St Abbeville, LA 70510-6618	10/13/2020	Terminated
Tu Mai, LA Abbeville,808-741-9008	1313 W Veterans Meml Dr Kaplan, LA 70548-4501	10/15/2020	Terminated
Win Nyunt, MI Wixom,248-425-8638	1703 Haggerty Hwy Commerce Township, MI 48390-2833	3/21/2020	Voluntarily Ceased to do Business
Win Nyunt, MI Wixom,248-425-8638	49900 Grand River Ave Wixom, MI 48393-3308	3/21/2020	Voluntarily Ceased to do Business
Phobe Lun, MI Ypsilanti,531-213-8842	2160 Hartland Rd Hartland, MI 48353-2502	6/13/2020	Voluntarily Ceased to do Business
Phobe Lun, MI Ypsilanti,531-213-8842	3883 E Grand River Ave Howell, MI 48843-8564	6/13/2020	Voluntarily Ceased to do Business
Van Bawi Thang, TX Garland,406-233-9282	900 N Lapeer Rd Oxford, MI 48371-6747	5/23/2020	Non Renewal
Pyae Phyho Han, MI Portage,269-270-1833	5070 S Westnedge Ave Portage, MI 49002-0400	2/3/2020	Terminated
Laifong Lian, MN Saint Louis Park,612-978-6549	3777 Park Center Blvd Saint Louis Park, MN 55416-2515	5/3/2020	Voluntarily Ceased to do Business
Rual Tin Thang, MI Kentwood,616)-350-8037	2770 S State Rd Ionia, MI 48846-8472	6/6/2020	Voluntarily Ceased to do Business
Rual Tin Thang, MI Kentwood,616)-350-8037	11853 Fulton St E Lowell, MI 49331-8612	6/6/2020	Voluntarily Ceased to do Business
Nishan Barua, MI East Pointe,347-257-1847	25225 Schoenherr Rd Warren, MI 48089-1596	3/16/2020	Terminated
Rual Za Uk Cung, MI Wixom,269)-366-7849	1700 N Telegraph Rd Monroe, MI 48162-9204	11/3/2020	Terminated
Jian Jun Li, MN Roseville,626-202-3981	2128 Ford Pkwy Saint Paul, MN 55116-1863	3/19/2020	Terminated
Nyi Nyi Aung, MN Albert Lea,651-307-3478	1450 W Lake St Minneapolis, MN 55408-2611	9/27/2020	Voluntarily Ceased to do Business
Nae, MN St Paul,651-808-4893	12880 Elm Creek Blvd N Maple Grove, MN 55369-7052	1/5/2020	Voluntarily Ceased to do Business

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Ku Lah, MN Maplewood,917-355-0534	3333 Shoreline Dr P.O. Box 121 Wayzata, MN 55391-9800	7/19/2020	Voluntarily Ceased to do Business
Laifong Lian, MN Saint Louis Park,612-978-6549	3777 Park Center Blvd Saint Louis Park, MN 55416-2515	5/3/2020	Voluntarily Ceased to do Business
Laifong Lian, MN Saint Louis Park,612-978-6549	3777 Park Center Blvd Saint Louis Park, MN 55416-2515	5/3/2020	Voluntarily Ceased to do Business
Nae, MN St Paul,651-808-4893	12880 Elm Creek Blvd N Maple Grove, MN 55369-7052	1/5/2020	Voluntarily Ceased to do Business
Kaday Kyaw, KS Kansas City,347-684-6379	1600 SE Blue Pkwy Lees Summit, MO 64063-3191	8/1/2020	Voluntarily Ceased to do Business
Van Cung Hmun, KS Kansas City,913-230-0624	5100 Cherry St Student Union Kansas City, MO 64110	8/28/2020	Voluntarily Ceased to do Business
Van Cung Hmun, KS Kansas City,913-230-0624	5100 Cherry St Student Union Kansas City, MO 64110	8/28/2020	Voluntarily Ceased to do Business
Robert Kim Neu, OK Glenpool,918-633-2477	100 E Normal Ave Kirksville, MO 63501-4200	8/7/2020	Terminated
Robert Kim Neu, OK Glenpool,918-633-2477	901 S. Franklin St Kirksville, MO 63501	8/7/2020	Terminated
La Awng, MS Starkville,502-912-2648	826 Highway 12 W Starkville, MS 39759-3582	3/11/2020	Terminated
La Awng, MS Starkville,502-912-2648	826 Highway 12 W Starkville, MS 39759-3582	3/11/2020	Terminated
Mary Zui Mawi, NC Charlotte,704-345-7543	8885 Christenbury Pkwy Concord, NC 28027-0040	2/3/2020	Terminated
Mya Thet Htwe, NC Charlotte,980-422-9799	15121 Ballancroft Pkwy Charlotte, NC 28277-4857	1/19/2020	Voluntarily Ceased to do Business
Myo Htut Aung, NC Hickory,765-300-1169	260 14th Ave NE Hickory, NC 28601-2516	10/3/2020	Terminated
Myo Htut Aung, NC Hickory,765-300-1169	3010 N Center St Hickory, NC 28601-1161	10/3/2020	Terminated
Myo Htut Aung, NC Hickory,765-300-1169	2631 S NC 127 Hwy Hickory, NC 28602-9129	10/3/2020	Terminated
Ngun Zing Thang, (828)-489-4029	66 Westgate Pkwy Asheville, NC 28806	2/3/2020	Terminated
Ngun Zing Thang, NC Fletcher,828)-489-4029	1856 Hendersonville Rd Asheville, NC 28803-3230	2/3/2020	Terminated
Pau Khan Thang, NC Charlotte,704-858-3724	8885 Christenbury Pkwy Concord, NC 28027-0040	2/3/2020	Terminated
Saingnon Rommon, NC Morrisville,252-571-6771	951 Morrisville Pkwy Morrisville, NC 27560-7300	2/3/2020	Terminated
Saingnon Rommon, NC Morrisville,252-571-6771	10341 Moncreiffe Rd Raleigh, NC 27617-7812	2/3/2020	Terminated
Saw Thar Wah, NC Wilmington,910-352-4104	943 Military Cutoff Rd Wilmington, NC 28405	2/3/2020	Terminated
Thae Reh, NC Clayton,910-301-5491	7281 NC Hwy 42 West Raleigh, NC 27603	10/10/2020	Non Renewal
Dong Min Thang, TN Nashville,405-365-1335	1366 Poplar Ave Memphis, TN 38104-2008	7/4/2020	Voluntarily Ceased to do Business
Thaw Zin Hein, NC Boone,919-537-6794	267 New Market Ctr Boone, NC 28607-3993	6/6/2020	Terminated
Zing Tha Hlei Man, NC Charlotte,980-205-0851	12235 N Community House Rd Charlotte, NC 28277-1503	2/3/2020	Terminated
Zing Tha Hlei Man, NC Charlotte,980-205-0851	721 Governor Morrison St Suite 110 Charlotte, NC 28211-3339	2/3/2020	Terminated
Cung Bawi Lian, TX Lewisville,214)-382-1664	227 Route 73 S Marlton, NJ 8053	9/13/2020	Voluntarily Ceased to do Business
Than Oo, NV Las Vegas,765-409 - 1294	7530 W Lake Mead Blvd Las Vegas, NV 89128-0273	7/2/2020	Terminated

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Qing Li, NY Eastport,631-578-2199	2044 Montauk Hwy Bridgehampton, NY 11932-4165	11/4/2020	Terminated
Aye Paing, NY Westbury,516-851-0410	478 Union Blvd Unit A West Islip, NY 11795-3118	6/30/2020	Voluntarily Ceased to do Business
Nei Ceu, NY Clifton,518-805-4772	310 S Manning Blvd Albany, NY 12208-1771	11/25/2020	Terminated
Nei Ceu, NY Clifton,518-805-4772	2215 Burdett Ave Troy, NY 12180-2466	11/25/2020	Terminated
Nei Ceu, NY Clifton,518-805-4772	1300 Massachusetts Ave Troy, NY 12180-1628	11/25/2020	Terminated
Naw Naw, NY Brooklyn,347-928-2870	1111 Amsterdam Ave New York, NY 10025-1716	11/4/2020	Non Renewal
Shui Yo, NY Cheektowaga,716)-400-9690	1419 Salt Springs Rd Syracuse, NY 13214-1302	10/30/2020	Voluntarily Ceased to do Business
Shui Yo, NY Cheektowaga,716)-400-9690	1419 Salt Springs Rd Syracuse, NY 13214-1302	10/30/2020	Voluntarily Ceased to do Business
Shui Yo, NY Cheektowaga,716)-400-9690	1419 Salt Springs Rd Syracuse, NY 13214-1302	10/30/2020	Voluntarily Ceased to do Business
Monica Biak Chin Sung, CA Oakland,510-851-2116	1000 10TH Ave New York, NY 10019-1147	3/29/2020	Voluntarily Ceased to do Business
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Eik Kham, OH Niles,919)-841-2637	1 University Plz Youngstown, OH 44555-0001	5/22/2020	Terminated
Francis Ree, OH Willoughby Hills,919-633-6924	8482 Washington St Chagrin Falls, OH 44023-4512	6/7/2020	Terminated
Francis Ree, ,919-633-6924	8482 Washington St Chagrin Falls, OH 44023-4512	6/7/2020	Terminated
Hnin Su Nge, OH Mansfield,740-517-2596	402 Center St Chardon, OH 44024-1053	3/1/2020	Voluntarily Ceased to do Business
Ailing Zeng, OH Cleveland,216-533-8735	8850 Mentor Ave Mentor, OH 44060-6212	6/7/2020	Terminated
Maung Lwin, OH Solon,716)-908-8747	20 Plaza Dr Chagrin Falls, OH 44022	6/7/2020	Terminated
Mi Chan Htaw, OH Twinsburg,330-598-7482	10049 Darrow Rd Twinsburg, OH 44087-1409	6/7/2020	Terminated
Nai Chan Done, OH Akron,832-703-2890	3450 Westgate Fairview Park, OH 44126-1322	2/3/2020	Terminated
Sophia Naing, OH Lakewood,216-868-6199	900 Euclid Ave Cleveland, OH 44115-1402	6/7/2020	Terminated
Sophia Naing, ,216-868-6199	900 Euclid Ave Cleveland, OH 44115-1402	6/7/2020	Terminated
Ngun Hlei Sui, AZ Phoenix,480-479-6714	2121 Euclid Ave Cleveland, OH 44115-2214	1/12/2020	Voluntarily Ceased to do Business
Ngun Hlei Sui, AZ Phoenix,480-479-6714	2121 Euclid Ave Cleveland, OH 44115-2214	1/12/2020	Voluntarily Ceased to do Business
Ngun Hlei Sui, AZ Phoenix,480-479-6714	1983 E 24th St Cleveland, OH 44115	1/12/2020	Voluntarily Ceased to do Business

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Ngun Hlei Sui, AZ Phoenix,480-479-6714	2300 Euclid Ave Cleveland, OH 44115	1/12/2020	Voluntarily Ceased to do Business
Danfeng Chen, OH Cleveland,216)-777-0060	16611 Chagrin Blvd Shaker Hts, OH 44120-3719	6/7/2020	Terminated
Sai Seng Tip, ,716)-339-9474	860 SOM Center Road Mayfield Village, OH 44143	6/7/2020	Terminated
Sai Maung, ,402-706-6077	34501 Ridge Road Willoughby OH 44094	6/7/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Saw Klo Say, KY Louisville,918)-499-0940	1 University Plz Youngstown, OH 44555-0001	10/5/2020	Terminated
Steven Thang, MI Kentwood,616-514-7187	402 Center St Chardon, OH 44024-1053	6/7/2020	Terminated
Andrew Siam, OK Oklahoma City,918-934-6903	1105 Garth Brooks Blvd Suite C Yukon, OK 73099-4128	8/16/2020	Voluntarily Ceased to do Business
Cin Khaw Han, OK Tulsa,269-221-3890	4909 E 41ST St Tulsa, OK 74135-6057	8/11/2020	Voluntarily Ceased to do Business
Cin Khaw Han, OK Tulsa,269-221-3890	11005 E 41st St Tulsa, OK 74146-2713	8/11/2020	Voluntarily Ceased to do Business
Dim Pian Niang, OK Jenks,918-384-8400	11116 S Memorial Dr Bixby, OK 74008-2038	12/1/2020	Voluntarily Ceased to do Business
Don Hau Naing, OK Tulsa,918-706-9455	851 E Hillside Dr Broken Arrow, OK 74012-2307	3/22/2020	Terminated
Gin Langh Kham, OK Jenks,918-408-3154	11815 E 86TH St N Owasso, OK 74055-2536	2/25/2020	Voluntarily Ceased to do Business
Gin Sawm Kim, OK Oklahoma City,918-406-3406	12200 N Macarthur Blvd Suite C Oklahoma City, OK 73162-1849	11/8/2020	Voluntarily Ceased to do Business
Moe Nanoo Mang, OK Tulsa,918-344-9613	4123 S Harvard Ave Tulsa, OK 74135-2601	5/17/2020	Non Renewal
Min Naing Hla, OK Broken Arrow,913-972-8616	1100 E Kenosha St Broken Arrow, OK 74012-2067	8/11/2020	Voluntarily Ceased to do Business
Thang Kim, OK Jenks,918)-497-8967	7114 S Sheridan Rd Tulsa, OK 74133-2748	8/11/2020	Voluntarily Ceased to do Business
Thang Kim, OK Jenks,918)-497-8967	446 S Elm St Jenks, OK 74037-3704	8/11/2020	Voluntarily Ceased to do Business
Mary Mang, OK Oklahoma City,405-968-5448	12100 S Pennsylvania Ave Oklahoma City, OK 73170	11/29/2020	Voluntarily Ceased to do Business
Anthony Nangzam Cin-Ngaihte, OK Tulsa,918-644-5250	2429 E 15TH St Tulsa, OK 74104-4618	11/3/2020	Voluntarily Ceased to do Business
Zaw Lawt, OK Tulsa,918-933-3057	559 W Main St Norman, OK 73069-7060	10/25/2020	Voluntarily Ceased to do Business
Aung Mway Thu, OR Portland,503-453-5929	1090 SE Belmont St Portland, OR 97214-2521	12/19/2020	Voluntarily Ceased to do Business
Aung Mway Thu, OR Portland,503-453-5929	1090 SE Belmont St Portland, OR 97214-2521	12/19/2020	Voluntarily Ceased to do Business

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Ying Ting, OR Portland,206-487-8945	2811 NE Holman St Portland, OR 97211-6067	3/30/2020	Terminated
Ying Ting, OR Portland,206-487-8945	2811 NE Holman St Portland, OR 97211-6067	3/30/2020	Terminated
Ying Ting, OR Portland,206-487-8945	2811 NE Holman St Portland, OR 97211-6067	3/30/2020	Terminated
Ying Ting, OR Portland,206-487-8945	2219 SE 68th Ave Portland, OR 97215-4026	3/30/2020	Terminated
Hla Shwe, PA Sinking Spring,484-838-8081	1750 Quentin Rd Lebanon, PA 17042-7434	9/26/2020	Voluntarily Ceased to do Business
Kam Cin Mang, PA Lancaster,717-538-9461	1375 E Boot Rd West Chester, PA 19380-5934	11/7/2020	Voluntarily Ceased to do Business
Su Thinzar Kyaw, NY Rensselaer,270-421-7296	859 Nazareth Pike Nazareth, PA 18064-9005	3/14/2020	Voluntarily Ceased to do Business
Su Thinzar Kyaw, NY Rensselaer,270-421-7296	3560 Route 611 Suite 105 Bartonville, PA 18321-9451	3/14/2020	Voluntarily Ceased to do Business
Supriatin Hariandy, PA Williamsport,570-327-8636	224 Hardwood Dr Lewisburg, PA 17837-5029	2/1/2020	Non Renewal
Tha Noo Taw, PA Levittown,402-319-6778	168 N Flowers Mill Rd Langhorne, PA 19047-1652	5/2/2020	Terminated
Than Tway, PA Allentown,610-533-1089	4357 W Swamp Rd Doylestown, PA 18902-1039	6/20/2020	Voluntarily Ceased to do Business
Than Tway, PA Allentown,610-533-1089	5858 Easton Rd Plumsteadville, PA 18902	6/20/2020	Voluntarily Ceased to do Business
Tun Win, PA Southampton,330-356-6215	466 2ND Street Pike Southampton, PA 18966-3803	1/22/2020	Non Renewal
Tun Win, PA Southampton,330-356-6215	3 Doublewoods Rd Langhorne, PA 19047-1078	1/22/2020	Non Renewal
Tun Win, PA Southampton,330-356-6215	2721 Street Rd Bensalem, PA 19020-2810	1/22/2020	Non Renewal
Tun Win, PA Southampton,330-356-6215	2550 Grant Ave Philadelphia, PA 19114-2227	1/22/2020	Non Renewal
Tun Win, PA Southampton,330-356-6215	700 Stony Hill Rd Yardley, PA 19067-5575	1/22/2020	Non Renewal
Sein Sein Aye, RI Coventry,518-210-8168	2470 Warwick Ave Warwick, RI 02889-4263	6/14/2020	Terminated
Sein Sein Aye, RI Coventry,518-210-8168	300 Quaker Ln Warwick, RI 02886-0159	6/14/2020	Terminated
Sein Sein Aye, RI Coventry,518-210-8168	90 Frenchtown Rd North Kingstown, RI 02852-1758	6/14/2020	Terminated
Sein Sein Aye, RI Coventry,518-210-8168	900 Tiogue Ave Coventry, RI 02816-6301	6/14/2020	Terminated
Sein Sein Aye, RI Coventry,518-210-8168	575 Greenwich Ave Warwick, RI 02886-1814	6/14/2020	Terminated
Bawi Lian Thang, SC Columbia,803-297-9839	3312 Devine St # B Columbia, SC 29205-1850	2/3/2020	Terminated
Hram Par, SC Greenville,704-712-3957	2200 Woodruff Rd Simpsonville, SC 29681-5438	5/17/2020	Terminated
Hau Sian Cing,)303-525-1684	74 Folly Road Blvd Charleston, SC 29407-7551	2/3/2020	Terminated
Rosie Vanlalnghaki, NC Charlotte,817-806-6914	2351 Len Patterson Rd 103 Fort Mill, SC 29708-8258	2/3/2020	Terminated
Linda Htoo, SC Gaston,803-743-3935	4711 Forest Dr Columbia, SC 29206-3125	6/13/2020	Voluntarily Ceased to do Business
Ngun Neithiam Vung, SC Greenville,864-607-8287	3620 Pelham Rd Greenville, SC 29615-5044	2/3/2020	Terminated
Ted F. Wong, SC Goose Creek,843-499-4871	1101 N Main St Summerville, SC 29483-7383	2/3/2020	Terminated

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Tha Nei Kung, NC Charlotte,704-208-0791	725 Cherry Rd Rock Hill, SC 29732-3150	2/3/2020	Terminated
Sian Khan Pau, TN Germantown,615-573-9758	7735 Farmington Blvd Germantown, TN 38138-2901	8/29/2020	Voluntarily Ceased to do Business
Iris Nunmawi Bell, TN Knoxville,865-789-0947	10903 Parkside Dr Knoxville, TN 37934-1959	2/3/2020	Terminated
Khual Sian Piang, TN Jackson,731-426-4635	35 W University Pkwy Jackson, TN 38305-1668	4/9/2020	Non Renewal
Lian Bawi, TN Knoxville,865-455-1731	140 N Forest Park Blvd Knoxville, TN 37919-5106	2/3/2020	Terminated
Mang Siang Lal, GA Lawrenceville,404-839-4697	240 New Byhalia Rd Collierville, TN 38017-3716	4/18/2020	Voluntarily Ceased to do Business
Mang Siang Lal, GA Lawrenceville,404-839-4697	1230 N Houston Levee Rd Cordova, TN 38018-6653	4/18/2020	Voluntarily Ceased to do Business
Melanie Chi, TN Memphis,901-623-6201	5995 Stage Rd Bartlett, TN 38134-8311	6/16/2020	Non Renewal
Melanie Chi, TN Memphis,901-623-6201	11630 Highway 51 S Atoka, TN 38004-7129	6/16/2020	Non Renewal
Melvin Ngun Thawng lian, FL Davenport,317-603-0527	676 N Germantown Pkwy Cordova, TN 38018-6210	10/24/2020	Voluntarily Ceased to do Business
Melvin Ngun Thawng lian, FL Davenport,317-603-0527	799 Truse Pkwy Memphis, TN 38117-5354	10/24/2020	Voluntarily Ceased to do Business
Melvin Ngun Thawng lian, FL Davenport,317-603-0527	676 N Germantown Pkwy Cordova, TN 38018-6210	10/24/2020	Voluntarily Ceased to do Business
Melvin Ngun Thawng lian, FL Davenport,317-603-0527	799 Truse Pkwy Memphis, TN 38117-5354	10/24/2020	Voluntarily Ceased to do Business
Sut No, TN Nashville,615-926-7695	1010 Murfreesboro Rd Suite 194 Franklin, TN 37064-3000	11/2/2020	Terminated
Thaw Zin Hein, NC Boone,919-537-6794	1276 Gilbreath Drive Johnson City, TN 37614	6/6/2020	Terminated
Thaw Zin Hein, NC Boone,919-537-6794	267 New Market Ctr Boone, NC 28607-3993	6/6/2020	Terminated
Hang Bawi, TX Houston,832-866-5379	195 Yale St Houston, TX 77007-3746	9/27/2020	Voluntarily Ceased to do Business
Karla Alejandra Loya, TX El Paso,915-487-1343	9801 Gateway Blvd W El Paso, TX 79925-7546	3/29/2020	Voluntarily Ceased to do Business
Karla Alejandra Loya, TX El Paso,915-487-1343	655 Sunland Park Dr El Paso, TX 79912-5205	3/29/2020	Voluntarily Ceased to do Business
Nang San, TX Dallas,214-772-9254	1550 E Debbie Ln Mansfield, TX 76063-3342	6/21/2020	Voluntarily Ceased to do Business
Nang San, TX Dallas,214-772-9254	6300 Waverly Way Fort Worth, TX 76116-5519	6/21/2020	Voluntarily Ceased to do Business
Sin Ma Du Zartaq, TX Houston,346-917-9545	22506 Tomball Pkwy Houston, TX 77070-1531	3/29/2020	Non Renewal
Sin Ma Du Zartaq, TX Houston,346-917-9545	7055 Highway 6 N Suite A Houston, TX 77095-5376	3/29/2020	Non Renewal
Van Ram Nuam Sang, MI Saginaw,469-207-7503	2500 Eldorado Pkwy Frisco, TX 75033-8613	2/16/2020	Voluntarily Ceased to do Business
Zing Cer, TX Carrollton,214-916-0517	2301 Cross Timbers Rd #200 Flower Mound, TX 75028-2618	6/21/2020	Voluntarily Ceased to do Business
Zing Cer, TX Carrollton,214-916-0517	1745 E Hebron Pkwy Suite 200 Carrollton, TX 75010-2143	6/21/2020	Voluntarily Ceased to do Business
Zing Cer, TX Carrollton,214-916-0517	110 W Sandy Lake Rd Suite 180 Coppell, TX 75019-2015	6/21/2020	Voluntarily Ceased to do Business

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Thang Sum Mung, UT Salt Lake City,801-949-7901	6284 S State St Murray, UT 84107-7227	11/1/2020	Voluntarily Ceased to do Business
Vincent Vandimlian Chin, VA Roanoke,936-234-0655	2203 Franklin Rd SW Roanoke, VA 24014-1109	2/3/2020	Terminated
Ryanskywe, VA Fairfax,202)-716-7543	2807 N Glebe Rd Arlington, VA 22207-4224	8/23/2020	Voluntarily Ceased to do Business
Samuel Ares-Batko, VA Williamsburg,619-866-5700	208 Monticello Ave Williamsburg, VA 23185	2/3/2020	Terminated
Kanchar Giri, NY Latham,865)-232-9054	207 Flynn Ave Burlington, VT 05401-5302	1/18/2020	Terminated
Aung Paing Hein, WA Everett,425-585-8765	19630 Highway 99 Lynnwood, WA 98036-6038	8/15/2020	Voluntarily Ceased to do Business
Kee Naing, WA Auburn,541-300-5264	8135 Birch Bay Square St Blaine, WA 98230-9800	2/8/2020	Voluntarily Ceased to do Business
Par Tin Dim Thang, WA Newcastle,425)-429-0567	4060 George Washington Lane Northeast Seattle, WA 98195-0001	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	1315 NE Campus Pkwy Seattle, WA 98105-6376	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	4277 W Stevens Way NE Seattle, WA 98105	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	4001 E Stevens Way NE Seattle, WA 98195-0001	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	1201 NE Campus Pkwy Seattle, WA 98105-6612	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	4294 Whitman Lane NE Willow Hall Seattle, WA 98105	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	3924 Montlake Blvd NE Seattle, WA 98195-0001	5/29/2020	Terminated
Aung Mway Thu, OR Portland,503-453-5929	3307 Evergreen Way Bldg 5 Washougal, WA 98671-2062	12/19/2020	Voluntarily Ceased to do Business
Par Tin Dim Thang, WA Newcastle,425)-429-0567	1607 NE Pacific St Seattle, WA 98195-0001	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	1959 NE Pacific St Seattle, WA 98195-0001	5/29/2020	Terminated
Par Tin Dim Thang, WA Newcastle,425)-429-0567	4294 Whitman Ln NE Seattle, WA 98195-0047	5/29/2020	Terminated
Raser Htoo, WI Milwaukee,715-207-5057	1613 N Central Ave Marshfield, WI 54449-1550	2/23/2020	Non Renewal
Kyaw Htat Khaing, WI Wauwatosa,414-807-2812	18985 W Capitol Dr Brookfield, WI 53045-2704	1/25/2020	Voluntarily Ceased to do Business
Bawi Nung, WI Milwaukee,225-428-4626	N95W18351 County Line Rd Menomonee Falls, WI 53051-1335	4/4/2020	Voluntarily Ceased to do Business
Ma Nai Nai, WI Appleton,315)-351-9402	2400 W Wisconsin Ave Appleton, WI 54914-3109	10/14/2020	Terminated
Ma Nai Nai, WI Appleton,315)-351-9402	2700 N Ballard Rd Appleton, WI 54911-8657	10/14/2020	Terminated
Ma Nai Nai, WI Appleton,315)-351-9402	1530 S Commercial St Neenah, WI 54956-4802	10/14/2020	Terminated
Bawi Nung, WI Milwaukee,225-428-4626	7401 W Good Hope Rd Milwaukee, WI 53223-4618	4/4/2020	Voluntarily Ceased to do Business
Mynda Mao Thao Xiong, WI Milwaukee,262-613-5645	595 S Taylor Dr Sheboygan, WI 53081-4234	4/22/2020	Non Renewal
Tay Aung, WI Eau Claire,828-712-6552	3007 Mall Dr Eau Claire, WI 54701-6867	11/15/2020	Voluntarily Ceased to do Business
William Min, WI Walworth,414-554-9772	750 N Union St Mauston, WI 53948-1100	2/16/2020	Voluntarily Ceased to do Business

Name, State, City, Phone	Unit Address	Last Day of Operations	Reason for Termination
Khin Me Me Kyaw, WI Milwaukee,331-315-4737	660 Hometown Cir Verona, WI 53593-1556	11/1/2020	Voluntarily Ceased to do Business
Siang Cung, WI Madison,317-991-8236	640 E Main St Sun Prairie, WI 53590-9696	12/16/2020	Terminated
Siang Cung, ,317-991-8236	2538 Ironwood Dr Sun Prairie, WI 53590-8820	12/16/2020	Terminated
Siang Cung, ,317-991-8236	621 S Main St DeForest, WI 53532-1421	12/16/2020	Terminated
Roi Nau, MD Gwynn oak,540-414-1413	64 Medical Center Dr Morgantown, WV 26505-3409	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	1549 University Ave Morgantown, WV 26505-5673	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	3 Evansdale Drive Morgantown, WV 26505	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	400 Medical Center Dr Morgantown, WV 26505	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	375 Birch St Morgantown, WV 26505-3418	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	393 Evansdales Drive Morgantown, WV 26505	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	211 Grant Ave Morgantown, WV 26505-4933	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	438 Oakland St Morgantown, WV 26505-0100	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	1550 University Ave Morgantown, WV 26506-0001	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	1 Waterfront Pl Morgantown, WV 26501-5978	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	356 Evansdale Dr Morgantown, WV 26506-1100	8/7/2020	Voluntarily Ceased to do Business
Roi Nau, MD Gwynn oak,540-414-1413	356 Evansdale Dr Morgantown, WV 26506-1100	8/7/2020	Voluntarily Ceased to do Business

The name, city and state and current business telephone number or if unknown, the last know home telephone number-of every franchisee who has had an outlet transfered under the franchise agreement during the most recently completed fiscal year.

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
CHERRY PAR, LLC	Sprouts #014	2582 S Val Vista Dr Gilbert AZ 85295-0726	480-821-1511
Hau Sawm Cing	Sprouts #032	21181 S Ellsworth Loop Rd Queen Creek AZ 85142-9855	602-385-3392
Lun Kap Lian	Sprouts #035	1590 S 4TH Ave Unit A Yuma AZ 85364-4638	928-388-6016
Ngun Za Tial	Sprouts #004	12415 N Tatum Blvd Phoenix AZ 85032-7708	602-971-4177
Ngun Za Tial	Sprouts #007	8040 N 19TH Ave Phoenix AZ 85021-5101	602-864-6130
Sang Aye Win	Sprouts #029	23269 N Scottsdale Rd Scottsdale AZ 85255-4481	480-295-4789
Sang Aye Win	Sprouts #030	5455 E High St Suite 107 Phoenix AZ 85054-5463	602-682-3200
Tuan Cung Thang	Sprouts #028	5645 E State Route 69 Prescott Valley AZ 86314-6540	928-379-8000
Tuan Cung Thang	Sprouts #036	174 E Sheldon St Prescott AZ 86301-3183	928-499-3350

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Lat Pong	Sprouts #224	1327 Encinitas Blvd Encinitas CA 92024-2845	760-633-4747
Min Htut Thein	Sprouts #226	4175 Park Blvd San Diego CA 92103-2510	619-291-8287
Pei Sa	Sprouts #227	1260 Garnet Ave San Diego CA 92109-2912	858-270-8200
Min Htut Thein	Sprouts #228	3315 Rosecrans St Suite B San Diego CA 92110-4224	619-523-3640
Yu Si Dar	Sprouts #229	13536 Poway Rd Poway CA 92064-4725	858-486-7851
Hla Sandar Win	Sprouts #238	17482 Yorba Linda Blvd Yorba Linda CA 92886-3823	714-572-3535
Nang He Shin	Sprouts #248	32413 Temecula Pkwy Temecula CA 92592-5808	951-303-0087
Min Htut Thein	Sprouts #249	15727 Bernardo Heights Pkwy San Diego CA 92128-3181	858-385-1606
Nang He Shin	Sprouts #251	39606 Winchester Rd Temecula CA 92591-3550	951-694-3680
Xuemei Di	Sprouts #279	3035 Broadway Oakland CA 94611	510-851-7688
Zaw Myo Aung	Sprouts #285	915 N La Brea Ave Los Angeles CA 90038-2360	323-217-1642
Rose Par Tha	Sprouts #401	1300 Pinole Valley Rd Pinole CA 94564-1363	510-640-8111
Yu Si Dar	Sprouts #409	16415 Paseo Del Sur San Diego CA 92127-4210	858-798-8232
Min Thu Naing	Sprouts #410	655 S Grand Ave Glendora CA 91740-4139	626-250-6625
Supparadar Soe	Sprouts #424	6399 Jarvis Ave Newark CA 94560-1214	510-789-0361
Pei Sa	Sprouts #430	8142 Mira Mesa Blvd San Diego CA 92126-2602	
Khin Hnin Shwe	Veterans Canteen Service #196	11301 Wilshire Blvd Los Angeles CA 90073-1003	310-268-3682
Khin Hnin Shwe	Veterans Canteen Service #691	11301 Wilshire Blvd Los Angeles CA 90073-1003	310-268-3682
Ai Htin	Target #1501	3810 Bloomington St Colorado Springs CO 80922-3203	
Ai Htin	Target #2221	9670 Prominent Pt Colorado Springs CO 80924-5000	
Benjamin Tandri	Sprouts #318	1980 E County Line Rd Highlands Ranch CO 80126-2446	303-243-5060
Benjamin Tandri	Sprouts #325	5001 S Broadway Englewood CO 80113-6810	720-612-6595
Iang Tha Par	Sprouts #313	1730 Dublin Blvd Colorado Springs CO 80918-8348	719-590-8890
Iang Tha Par	Sprouts #329	13415 Voyager Pkwy Colorado Springs CO 80921-7674	719-884-7900
Lum Banwaw	Colorado School of Mines	1500 Illinois St Golden CO 80401-1887	303-273-3000
Ruth T Thang	Sprouts #315	2880 S Colorado Blvd Denver CO 80222-6618	303-758-4400
Van Ni Zing	Sprouts #327	98 Wadsworth Blvd Unit 112 Lakewood CO 80226-1550	303-957-9276
Dawt Meng Sung	Sprouts #520	10800 Alpharetta Hwy Suite C-410 Roswell GA 30076-1490	678-353-0102
Ei Ei The	Sprouts #521	4101 Roswell Rd Suite #700 Marietta GA 30062-6293	770-200-9172

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Hrang Kap Hlir	Sprouts #528	630 Crane Creek Dr Augusta GA 30907-0004	
Khup Nei	Sprouts #515	530 Lakeland Plz Cumming GA 30040-2779	470-505-2000
Khup Nei	Sprouts #516	3630 Peachtree Pkwy Johns Creek GA 30024-6049	678-690-1243
Mary Vinay	Sprouts #525	2551 Blackmon Dr Decatur GA 30033-6109	404-965-6290
Van Hnem	Augusta College - Sushi	2500 Walton Way Augusta GA 30904-4562	706-721-3052
Salai Tial Hin Thang	Target #1768	1030 Blairs Ferry Rd NE Cedar Rapids IA 52402-1220	
Salai Tial Hin Thang	Target #1771	3400 Edgewood Rd SW Cedar Rapids IA 52404-7214	
Kay Khine Min Soe	Parkview - Bone Appetite	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	
Kay Khine Min Soe	Parkview - Corp. Office	10501 Corporate Dr Fort Wayne IN 46845-1700	
Kay Khine Min Soe	Parkview - Family Birthing	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	
Kay Khine Min Soe	Parkview - Heart Institute	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	
Kay Khine Min Soe	Parkview - Hospital	2200 Randallia Dr Fort Wayne IN 46805-4638	
Kay Khine Min Soe	Parkview - Mirro Conf. Center	10622 Parkview Plaza Dr Fort Wayne IN 46845-1738	
Kay Khine Min Soe	Parkview - Raytheon	1010 Production Rd Fort Wayne IN 46808-4106	
Kay Khine Min Soe	Parkview - Regional Medical Center	11109 Parkview Plaza Dr Fort Wayne IN 46845-1701	260-266-3512
Ngin Za Thang	Veterans Canteen Service #583	1481 W 10th St Indianapolis IN 46202-2803	317-554-0000
Nu Me	Meijer #290	5550 N Keystone Ave Indianapolis IN 46220-3458	317-610-2200
Nu Me	Meijer #295	2390 N Morton St Franklin IN 46131-9737	
Phyo M Than	Kroger #824	1032 Sagamore Pkwy W West Lafayette IN 47906-1446	765-463-1556
Phyo M Than	Meijer #186	2636 US 52 Sagamore Pkwy W West Lafayette IN 47906	765-637-4200
Zung Nuam Cuai	Meijer #155	2507 Chester Blvd Richmond IN 47374-1105	765-939-4400
Aung San Oo	Hen House #24	11721 Roe Ave Leawood KS 66211-2605	913-338-0600
Aung San Oo	Hen House #24 ATG	11721 Roe Ave Leawood KS 66211-2605	913-338-0600
Saw Kaw Lo	Sprouts #176	9628 Nall Ave Overland Park KS 66207-2952	913-312-1586
Zaw Bauk Maran	Price Chopper #006	7201 W 151ST St Overland Park KS 66223-2229	913-897-4600
Sui Thang	Kroger #367	635 Chestnut Dr Walton KY 41094-7841	859-669-1600
Hringngen Family LLC	Martin's #444	18726 North Pointe Dr Hagerstown MD 21742-2418	240-420-8545
Lal Rin San	Green Valley Marketplace #51	7280 Montgomery Rd Elkridge MD 21075	
Bawi Rum Mang Thang	Meijer #236	4900 M 72 E Williamsburg MI 49690	231-534-9800
Bawi Uk Thang	Meijer #197	900 N Lapeer Rd Oxford MI 48371-6747	248-236-8000

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Tual Khan Mang	Meijer #205	11853 Fulton St E Lowell MI 49331-8612	
Tual Khan Mang	Meijer #303	2770 S State Rd Ionia MI 48846-8472	616-527-9200
Van Ram Nuam Sang	Meijer #048	2980 E Wilder Rd Bay City MI 48706	
Van Ram Nuam Sang	Meijer #187	595 N. Pine Rd Bay City MI 48708	
AnAn's Sushi LLC	Lunds & Byerly's - White Bear Lake	4630 Centerville Rd White Bear Lk MN 55127-2301	
AnAn's Sushi LLC	Lunds & Byerly's - White Bear Lake ATG	4630 Centerville Rd White Bear Lk MN 55127-2301	
Buan Lian Cung	Lund's - 50th Street	3945 W 50TH St Edina MN 55424-1203	952-926-6833
Gaoyias Paj Her	Byerly's - Eden Prairie 2	970 Prairie Center Dr Eden Prairie MN 55344-7304	952-934-5520
Gaoyias Paj Her	Byerly's - Eden Prairie 2 - ATG	970 Prairie Center Dr Eden Prairie MN 55344-7304	952-934-5520
Lin Win LLC.	Byerly's - Maple Grove	12880 Elm Creek Blvd N Maple Grove MN 55369-7052	763-416-1611
Lin Win LLC.	Byerly's - Maple Grove - ATG	12880 Elm Creek Blvd N Maple Grove MN 55369-7052	763-416-1611
Lin Win LLC.	Byerly's - St. Louis Park	3777 Park Center Blvd Saint Louis Park MN 55416-2515	952-929-2100
Lin Win LLC.	Byerly's - St. Louis Park - ATG	3777 Park Center Blvd Saint Louis Park MN 55416-2515	952-929-2100
Lin Win LLC.	Byerly's - St. Louis Park - Kosher	3777 Park Center Blvd Saint Louis Park MN 55416-2515	952-929-2100
Nay Kaw INC.	Lund's - Navarre	3333 Shoreline Dr P.O. Box 121 Wayzata MN 55391-9800	952-471-8473
Oceanblue LLC	Lund's - Lake Street	1450 W Lake St Minneapolis MN 55408-2611	612-825-2440
Than Htut Oo	Byerly's - Woodbury	7050 Valley Creek Plz Woodbury MN 55125-2267	651-738-1974
Than Htut Oo	Byerly's - Woodbury - ATG	7050 Valley Creek Plz Woodbury MN 55125-2267	651-738-1974
Win Family Sushi Corp	Veterans Canteen Service #618	1 Veterans Dr Minneapolis MN 55417-2309	612-725-2029
Win Wold	Lund's - Ford Parkway	2128 Ford Pkwy Saint Paul MN 55116-1863	651-698-4845
Maung Nyin Soe	Price Chopper #043	1600 SE Blue Pkwy Lees Summit MO 64063-3191	816-875-2310
Sein Linn	Kroger #494	7045 Old Canton Rd Ridgeland MS 39157-1036	662-393-2213
Van Bawi Kam	Baker's #315	13250 W Maple Rd Omaha NE 68164-2462	402-496-9200
Ngun San	Sprouts #945	227 Route 73 S Marlton NJ 8053	
Naw Naw	Stop & Shop #0522	111 Vredenburg Ave Yonkers NY 10704-2167	
Thet Tun Aung	Stop & Shop #0513	80 US-6 Baldwin Place NY 10505	
Thet Tun Aung	Stop & Shop #0521	1831 Main St Peekskill NY 10566-2505	
Thet Tun Aung	Stop & Shop #2515	1001 US Route 6 Mahopac NY 10541	
Zaw Tawng	Stop & Shop #0505	1710 Avenue Y Brooklyn NY 11235-3534	
Fang Ye Sushi Inc.	Meijer #309	9200 Mentor Ave Mentor OH 44060-6479	

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Mang Hei Lian	Cleveland State University - Elements Bistro	2300 Euclid Ave Cleveland OH 44115	216-802-3131
Mang Hei Lian	Cleveland State University - Fenn Tower	1983 E 24th St Cleveland OH 44115	216-687-5196
Mang Hei Lian	Cleveland State University - Outtakes	2121 Euclid Ave Cleveland OH 44115-2214	216-687-2000
Mang Hei Lian	Cleveland State University - Student Center Sushi	2121 Euclid Ave Cleveland OH 44115-2214	216-687-2000
Mang Zi	Kroger #402 OH	6950 Miami Ave Cincinnati OH 45243-2633	513-271-1260
Sai & Sai LLC	Meijer #307	4303 Kent Rd Stow OH 44224-4330	
Cin Lian Mang	Reasor's #22	11116 S Memorial Dr Bixby OK 74008-2038	918-970-4900
Cing Lam Khawn	Reasor's #14	1100 E Kenosha St Broken Arrow OK 74012-2067	918-251-3817
Cing San Nuam	Reasor's #20	446 S Elm St Jenks OK 74037-3704	918-298-6679
Cing Suan Mang	Reasor's #07	7114 S Sheridan Rd Tulsa OK 74133-2748	918-523-6491
Lian Sian Piang	Sprouts #803	559 W Main St Norman OK 73069-7060	405-217-4601
Lian Sian Piang	Sprouts #809	1105 Garth Brooks Blvd Suite C Yukon OK 73099-4128	405-494-3054
N & N Sushi LLC	Sprouts #805	4123 S Harvard Ave Tulsa OK 74135-2601	918-858-8850
Ning Ngaih Lun	Sprouts #806	851 E Hillside Dr Broken Arrow OK 74012-2307	918-806-0810
Pau Lian Tuang	Sprouts #812	12100 S Pennsylvania Ave Oklahoma City OK 73170	
Robert Kim Neu	Reasor's #19	2429 E 15TH St Tulsa OK 74104-4618	918-748-8332
Suan Family LLC	Reasor's #13	11005 E 41st St Tulsa OK 74146-2713	918-610-0610
Suan Family LLC	Reasor's #15	4909 E 41ST St Tulsa OK 74135-6057	918-270-2638
Suan Mun Mang	Reasor's #09	11815 E 86TH St N Owasso OK 74055-2536	918-272-2266
Thang Sian Pau	Sprouts #808	12200 N Macarthur Blvd Suite C Oklahoma City OK 73162-1849	918-516-6656
Muan Thang Family LLC	Market of Choice #03	1090 SE Belmont St Portland OR 97214-2521	503.236.6302
Muan Thang Family LLC	Market of Choice #03 ATG	1090 SE Belmont St Portland OR 97214-2521	503.236.6302
Agatha Maran Lahpai	Giant #253	130 Old York Rd New Cumberland PA 17070-2443	
Alex Zatang	Giant #517	168 N Flowers Mill Rd Langhorne PA 19047-1652	215-741-3360
Ba Mai Nhkum	Giant #087	2415 E Market St York PA 17402-2402	717-755-0991
Chang Sau Ying	Giant #565	1750 Quentin Rd Lebanon PA 17042-7434	717-272-5584
Kyaw San Lin	Giant #463	173 Holly Rd Gilbertsville PA 19525-9367	610-473-3200
Mung San Li Lahpai	Giant #529	4510 Marketplace Way Enola PA 17025-2458	717-728-2819
Saw Kyaw Lin	Giant #505	1375 E Boot Rd West Chester PA 19380-5934	610-344-3050

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Saw Thein Maran	Giant #294	1255 Carlisle Rd York PA 17404-4933	717-718-1884
Tommy Tun	Giant #321	859 Nazareth Pike Nazareth PA 18064-9005	610-759-7213
Tommy Tun	Giant #455	3560 Route 611 Suite 105 Bartonsville PA 18321-9451	570-421-1797
Zaw Pauk	Giant #446	4655 Perkiomen Ave Reading PA 19606-3217	610-406-9640
Naw Mai Marip	Lowe's Food #272	4711 Forest Dr Columbia SC 29206-3125	
Cin Gen Thang	Kroger #419	7735 Farmington Blvd Germantown TN 38138-2901	901-758-3400
Cin Gen Thang	Kroger #491	799 Truse Pkwy Memphis TN 38117-5354	901-682-2989
Cin Gen Thang	Kroger #491 C-Store	799 Truse Pkwy Memphis TN 38117-5354	901-682-2989
John Lian Thawng	Kroger #415	1366 Poplar Ave Memphis TN 38104-2008	901-272-7881
John Lian Thawng	Kroger #488	3444 Plaza Ave Memphis TN 38111-4614	901-323-0191
Thawng Khan Cin	Kroger #468	35 W University Pkwy Jackson TN 38305-1668	731-660-7106
Ja Mai	Sprouts #133	11940 Westheimer Rd Houston TX 77077-6604	281-582-6794
Ja Mai	Sprouts #152	13550 University Blvd Sugar Land TX 77479-4920	281-201-3470
John Hming Thang	Sprouts #102	2301 Cross Timbers Rd #200 Flower Mound TX 75028-2618	972-874-7380
John Hming Thang	Sprouts #108	110 W Sandy Lake Rd Suite 180 Coppell TX 75019-2015	972-350-8051
John Hming Thang	Sprouts #115	1745 E Hebron Pkwy Suite 200 Carrollton TX 75010-2143	972-428-5785
Lawt Awng	Sprouts #144	6300 Waverly Way Fort Worth TX 76116-5519	682-747-5456
Lily Ca Hlei Tial	Target #2216	1874 Joe Battle Blvd El Paso TX 79936-0962	
Luis Antonio Lozano Luna	Sprouts #120	655 Sunland Park Dr El Paso TX 79912-5205	915-833-3380
Luis Antonio Lozano Luna	Sprouts #153	9801 Gateway Blvd W El Paso TX 79925-7546	
Mun Mung	Sprouts #136	195 Yale St Houston TX 77007-3746	713-395-4590
Ngun Sang	Sprouts #147	1265 W Exchange Pkwy Allen TX 75013-7112	972-521-0057
Pung Aung Mayit	Blue Cross Blue Shield	1001 E Lookout Dr Richardson TX 75082-4144	972-766-6900
Pung Ram Marip	Sprouts #143	1550 E Debbie Ln Mansfield TX 76063-3342	682-422-0061
Ram Tiam Canaan, LLC	Sprouts #130	22506 Tomball Pkwy Houston TX 77070-1531	832-698-0004
Ram Tiam Canaan, LLC	Sprouts #131	7055 Highway 6 N Suite A Houston TX 77095-5376	832-575-2201
Thla Thang	Target #1770	5700 Overton Ridge Blvd Fort Worth TX 76132-3220	
Thla Zel Hauling	Sprouts #151	2500 Eldorado Pkwy Frisco TX 75033-8613	469-731-7261
Tial Te	Target #1517	5959 Long Prairie Rd Flower Mound TX 75028-2224	

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Salai Min Thu	Sprouts #605	11575 S 4000 W South Jordan UT 84009-6070	801-666-4139
Van Lal Sawm	Sprouts #601	6284 S State St Murray UT 84107-7227	801-266-3566
Jasmine Tun Giri	City Market - South End	207 Flynn Ave Burlington VT 05401-5302	802-540-6400
Me & Mar Products LLC	Sprouts #455	19630 Highway 99 Lynnwood WA 98036-6038	
Me & Mar Products LLC	Sprouts #457	13010 Aurora Ave N Seattle WA 98133	
Mu Thaw Lwe	Safeway #1687	3307 Evergreen Way Bldg 5 Washougal WA 98671-2062	360-335-2000
Bawi Hu Lian	Pick 'N Save - 6417	2518 W Washington St West Bend WI 53095-2106	414-778-1839
Bawi Hu Lian	Pick 'N Save - 6417 ATG	2518 W Washington St West Bend WI 53095-2106	414-778-1839
Ca Lian	Sendik's #18 Waukesha	701 Meadowbrook Rd Waukesha WI 53188-7310	262-875-4707
Chan Za Mang	Sendik's Fine Foods Inc	18985 W Capitol Dr Brookfield WI 53045-2704	262-781-8200
Dalila Dah Htoo	Metro Market - 8101	1850 Plover Rd Plover WI 54467-3921	715-344-0066
Hsar Shee	Festival Foods #2714	1613 N Central Ave Marshfield WI 54449-1550	715-384-8866
Jor Mahn Yin	Festival Foods #2722	3007 Mall Dr Eau Claire WI 54701-6867	715-838-1000
Jor Mahn Yin	Festival Foods #2736	2717 Birch St Eau Claire WI 54703-3458	833-728-2749
Lal Jeremiah	Festival Foods #2737	660 Hometown Cir Verona WI 53593-1556	
Ngun Tling Thang	Festival Foods #2704	595 S Taylor Dr Sheboygan WI 53081-4234	920-694-6260
Peter Biak Ceu Lian	Pick 'N Save - 6357	N112W16200 Mequon Rd Germantown WI 53022-3334	262-253-0841
Peter Biak Ceu Lian	Super Pick 'N Save - 6889	N77W14435 Appleton Ave Menomonee Falls WI 53051-4306	262-255-7598
Ram Lian Thang Biak Kung	Meijer #299	2180 S Main St West Bend WI 53095-5754	262-334-8500
Ruthy Lal Nun Par Lian	Pick 'N Save - 6407	2201 Miller Pkwy Milwaukee WI 53219-1643	414-383-9755
Ruthy Lal Nun Par Lian	Pick 'N Save - 6847	6760 W National Ave West Allis WI 53214-4965	414-476-6061
Sui Tin Tial	Pick 'N Save - 6413	36903 E Wisconsin Ave Oconomowoc WI 53066-3144	262-567-7938
Van Iang Mawi	Sendik's #16 Brookfield	20222 Lower Union St Brookfield WI 53045-3532	262-439-8930
Van Tha Bawi	Pick 'N Save - 8118	2400 W Wisconsin Ave Appleton WI 54914-3109	920-831-0333
Van Tha Bawi	Pick 'N Save - 8123	2700 N Ballard Rd Appleton WI 54911-8657	
Van Tha Bawi	Pick 'N Save - 8124	1530 S Commercial St Neenah WI 54956-4802	920-751-8842
Goon Du Pha Ga	West Virginia University - Bits & Bytes	393 Evansdales Drive Morgantown WV 26505	304-293-3940
Goon Du Pha Ga	West Virginia University - Brew 'n Gold Cafe	356 Evansdale Dr Morgantown WV 26506-1100	
Goon Du Pha Ga	West Virginia University - Cavanaugh's	400 Medical Center Dr Morgantown WV 26505	304-293-9643

Franchisee Name	Franchise Unit	Unit Address	Unit Phone
Goon Du Pha Ga	West Virginia University - Da Vinci's	3 Evansdale Drive Morgantown WV 26505	304-293-4208
Goon Du Pha Ga	West Virginia University - Eliza's	1549 University Ave Morgantown WV 26505-5673	304-293-4931
Goon Du Pha Ga	West Virginia University - Health Science Center Market	64 Medical Center Dr Morgantown WV 26505-3409	304-293-3701
Goon Du Pha Ga	West Virginia University - JAC's	1550 University Ave Morgantown WV 26506-0001	304-293-4430
Goon Du Pha Ga	West Virginia University - Lyon's Den	356 Evansdale Dr Morgantown WV 26506-1100	304-293-4430
Goon Du Pha Ga	West Virginia University - Park Place	438 Oakland St Morgantown WV 26505-0100	304-293-4430
Goon Du Pha Ga	West Virginia University - Summit Cafe	211 Grant Ave Morgantown WV 26505-4933	304-293-5919
Goon Du Pha Ga	West Virginia University - The Greenhouse	375 Birch St Morgantown WV 26505-3418	304-293-9643
Goon Du Pha Ga	West Virginia University - Waterfront Cafe	1 Waterfront Pl Morgantown WV 26501-5978	304-293-4430

Franchisees who have signed agreements but have not yet opened for business as of December 31, 2020:

Franchisee Name	Franchise Unit Name	Unit Address	Unit Phone
Suan Lam Thang	Lund's - Loehmanns/Normandale	5159 W 98TH St Bloomington MN 55437-2040	952-896-0092
Khin Maung Chin	Veterans Canteen Service #552	4100 West 3rd St Dayton OH 45428	937-267-3936
Saw Pum Lian	National Institutes of Health - Building 45	45 Center Dr Bethesda MD 20894	
Saw Pum Lian	National Institutes of Health - Building 1	NIH Building 1 Bethesda MD 20814	
Saw Pum Lian	National Institutes of Health - Building 10 B1	10 Center Dr Bethesda MD 28014	
Saw Pum Lian	National Institutes of Health - Building 10 ARCF	10B Center Dr Bethesda MD 28014	
Saw Pum Lian	National Institutes of Health - Building 10 Coffee Shop	10 Center Dr Bethesda MD 28014	
Saw Pum Lian	National Institutes of Health - Building 31	31 Center Dr Bethesda MD 20894	
Saw Pum Lian	National Institutes of Health - Building 35	35 Convent Dr Bethesda MD 28092	
Saw Pum Lian	National Institutes of Health - Building 10 B1 ATG	10 Center Dr Bethesda MD 28014	
Saw Pum Lian	National Institutes of Health - Building 31 ATG	31 Center Dr Bethesda MD 20894	
Saw Pum Lian	National Institutes of Health - Building 35 ATG	35 Convent Dr Bethesda MD 28092	
Thanh Bui	Earth Fare #165	8885 Christenbury Parkway Concord NC 28027	
Mung Tawng	Earth Fare #580	9 West Gore Street Orlando FL 32801	
Tluang Lian Ceu	Earth Fare #257	2351 Len Patterson Road Fort Mill SC 29708	

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

Consent Letter

Cherry Bekaert LLP hereby consents to the use in the Franchise Disclosure Document issued by Hissho International, LLC ("Franchisor") on April 6, 2021, of our report dated April 2, 2021 relating to the financial statements of Franchisor as of and for the years ended December 31, 2020 and 2019 and of our report dated March 19, 2020, relating to the financial statements of Franchisor as of and for the years ended December 31, 2019 and 2018.

Cherry Bekaert LLP

Cherry Bekaert LLP
1111 Metropolitan Ave
Suite 900
Charlotte, North Carolina 28204
(704) 377-1678

April 6, 2021

HISSHO INTERNATIONAL, LLC

FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2020 and 2019

And Report of Independent Auditor

HISSHO INTERNATIONAL, LLC

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Report of Independent Auditor

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

We have audited the accompanying financial statements of Hissho International, LLC (the “Company”), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income and member’s equity and cash flows for the years then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

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

Auditor’s Responsibility

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

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

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, 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.

Cherry Bekaert LLP

Charlotte, North Carolina
April 2, 2021

HISSHO INTERNATIONAL, LLC
BALANCE SHEETS

DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Current Assets:		
Cash	\$ 1,099,916	\$ 1,000,763
Other receivables	97,942	-
Accounts receivable, related party, current	114,026	-
Total Current Assets	<u>1,311,884</u>	<u>1,000,763</u>
Other Assets:		
Accounts receivable, related party, noncurrent	28,632,319	22,438,430
Total Other Assets	<u>28,632,319</u>	<u>22,438,430</u>
Total Assets	<u>\$ 29,944,203</u>	<u>\$ 23,439,193</u>
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Accrued liabilities	\$ 445,247	\$ 324,416
Current portion of long-term debt	407,427	-
Total Current Liabilities	<u>852,674</u>	<u>324,416</u>
Long-term debt, noncurrent	596,573	-
Total Liabilities	<u>1,449,247</u>	<u>324,416</u>
Member's Equity	28,494,956	23,114,777
Total Liabilities and Member's Equity	<u>\$ 29,944,203</u>	<u>\$ 23,439,193</u>

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

YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
Revenues:		
Franchisee fees	\$ 3,138,565	\$ 2,632,925
Commissions income	8,192,483	9,478,132
Administrative fees	1,189,542	1,018,329
Total Revenues	12,520,590	13,129,386
Operating expenses	7,140,411	7,786,399
Net income	5,380,179	5,342,987
Member's equity, beginning of year	23,114,777	17,771,790
Member's equity, end of year	<u>\$ 28,494,956</u>	<u>\$ 23,114,777</u>

HISSHO INTERNATIONAL, LLC
STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Net income	\$ 5,380,179	\$ 5,342,987
Adjustments to reconcile net income to net cash flows from operating activities:		
Change in operating assets and liabilities:		
Other receivables	(97,942)	-
Accounts receivable, related party	(5,303,915)	(4,423,890)
Accrued liabilities	120,831	(68,670)
Net cash flows from operating activities	<u>99,153</u>	<u>850,427</u>
Net change in cash	99,153	850,427
Cash, beginning of year	1,000,763	150,336
Cash, end of year	<u>\$ 1,099,916</u>	<u>\$ 1,000,763</u>
Supplemental schedule of noncash investing and financing activities:		
Long-term debt proceeds from related party (Note 3)	<u>\$ 1,004,000</u>	<u>\$ -</u>

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

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 charter. The Company is engaged in the sale of sushi and Asian food bar franchises located in retail outlets. The Company offers products and services throughout the United States. As an LLC, the member’s liability is limited to its investment.

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

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

Commissions and Administrative Revenues

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

Franchise Revenues

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

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

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

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

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

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

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

Other Receivables – As of December 31, 2020, the Company had approximately \$98,000 of insurance claim reimbursements which have been recorded as other receivables in the balance sheet. There was no balance in this account as of December 31, 2019.

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 \$7,140,411 and \$7,786,399 for the years ended December 31, 2020 and 2019, respectively, are included in operating expenses on the accompanying statements of income and member’s equity.

The Company has a receivable from an entity under common ownership for cash collected on its behalf for franchisee fees and commission income, net of management fees incurred.

In addition, for the year ended December 31, 2020, the related party receivable balance is netted with proceeds of the loan received under the Paycheck Protection Program (“PPP”) by the Company for an amount of \$1,004,000, which was established under the CARES Act and administered by the Small Business Administration. The proceeds from the PPP loan are shown net within accounts receivable, related party. The related party receivable totaled \$28,746,345 and \$22,438,430 as of December 31, 2020 and 2019, respectively.

HISSHO INTERNATIONAL, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

Note 4—Franchise revenue

The Company recognized franchise revenue totaling \$3,138,565 and \$2,632,925, which is included in revenues on the accompanying statements of income and member's equity for the years ended December 31, 2020 and 2019, respectively.

Note 5—Summary of franchise outlets

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

	<u>2020</u>	<u>2019</u>
In operation, beginning of year	1,468	1,205
Transferred during the year	158	82
New franchises sold during the year	177	228
Franchises closed during the year	<u>(99)</u>	<u>(47)</u>
In operation, end of year	<u>1,704</u>	<u>1,468</u>

Note 6—Long-term debt

The Company received a PPP loan of \$1,004,000 during the year ended December 31, 2020. The PPP loan bears interest at an annual rate of 1% and matures in 2022. The PPP loans bear interest at an annual rate of 1% per annum, matures in April 2022, and may be prepaid by the Company at any time prior to maturity with no prepayment penalties. Terms call for payments of principal and interest based on level amortization beginning after the deferment period ends. The PPP loan was obtained due to the uncertainties related to the coronavirus disease ("COVID-19") as discussed in Note 7.

Minimum scheduled principal payments related to long-term debt are as follows for the years ending December 31:

Years Ending December 31,

2021	\$ 407,427
2022	<u>596,573</u>
Total minimum debt payments	<u>\$ 1,004,000</u>

Note 7—Contingencies

On January 30, 2020, the World Health Organization declared the coronavirus disease (COVID-19) outbreak a Public Health Emergency of International Concern and on March 11, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of COVID-19 include restrictions on travel, quarantines, or stay at home restrictions in certain areas and forced closures for certain types of public places and businesses. COVID-19 and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets globally, including the geographical areas in which the Company operates.

HISSHO INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

Note 7—Contingencies (continued)

While it is unknown how long these conditions will last and what the complete financial impact will be, the Company is closely monitoring the impact of the COVID-19 pandemic on all aspects of the business and are unable at this time to predict the continued impact that COVID-19 will have on their business, financial position, and operating results in future periods due to numerous uncertainties.

As discussed in Note 6, the Company received PPP loan of \$1,004,000 during the year ended December 31, 2020. The application for the PPP loan requires the Company to, in good faith, certify that the current economic uncertainty made the loan request necessary to support the ongoing operation of the Company. This certification further requires the Company to take into account current business activity and ability to access other sources of liquidity sufficient to support the ongoing operations in a manner that is not significantly detrimental to the business. The receipt of the funds from the PPP loan and the forgiveness of the PPP loan is dependent on the Company having initially qualified for the PPP loan and qualifying for the forgiveness of such PPP loan based on funds being used for certain expenditures such as payroll costs and rent, as required by the terms of the PPP. There is no assurance that the Company's obligation under the PPP loan will be forgiven. If the PPP loan is not forgiven, the Company will need to repay the PPP loan over the applicable repayment period, commencing after the applicable deferral period.

Note 8—Subsequent events

The Company has evaluated subsequent events through April 2, 2021 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
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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HISSHO INTERNATIONAL FRANCHISE AGREEMENT

This Franchise Agreement "Agreement"-is made and entered into as of _____, "Effective Date"-by and between, HISSHO INTERNATIONAL, LLC, a North Carolina limited liability company "Franchisor"), and _____, a _____ "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 food bars under the brand name "Hissho Sushi" or "Oumi Sushi" or "Sushit with Gusto";

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

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

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

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

F. WHEREAS, Franchisee desires to enter into the business of operating one or more sushi bars or Asian food bars under the System and wishes to obtain a Franchise 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, and service and the necessity of operating the business franchised 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

A. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the right and license, and Franchisee undertakes the obligation, to operate one or more of the following: 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 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. 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 sub-parts, additions or amendments shown as Addenda-to Attachment "A." Any reference in this Agreement to Attachment "A" shall include all sub-parts such as Attachment A-1, Attachment A-2-and amendments referred to as Addenda-to Attachment "A."

B. If Franchisor grants the right for additional Food Retail Units then this Agreement will be amended with particular addenda stating the location, amount of Franchise Commission as defined in Paragraph 4.C(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.

C. Franchisor and Franchisee agree that i-if Franchisor shall open or obtain the right to operate a Satellite Sushi Bar or other Food Retail Unit, and ii-if Franchisee operates another Food Retail Unit within thirty miles of the new proposed Food Retail Unit, and iii-if such location is offered by Franchisor to Franchisee; then Franchisee agrees to take and operate such additional Food Retail Unit as its own in compliance with all terms of this Agreement and the Franchise Manual, to execute an addendum specifying the location and the terms of operation of the offered Food Retail Bar, including any Franchise Commission as defined in Paragraph 4.C(4) of this Agreement-to be paid to Franchisee.

D. Franchisor and Franchisee agree that nothing in this Agreement requires Franchisor to offer rights 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.

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

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

(1) Franchisee has paid to Franchisor a renewal fee in the amount of Franchisor’s then current Initial Franchise Fee for each Sushi Bar and Asian Food Bar renewed, except that i-if the Franchise Agreement at the time of the renewal has been in effect at least three 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 seventy five percent 75%-of Franchisor’s then current Initial Franchise Fee;

(2) Franchisee has given Franchisor 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 decor, 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 is not in default and has not previously been in default resulting in written notice of the default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates;

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

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

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

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

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

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

(11) Franchisee shall renew all Food Retail Units under this Agreement at the same time this Agreement is renewed. Any notice of renewal received shall be deemed notice of renewal of all Food Retail Units of Franchisee under the Agreement. The failure to renew any Food Retail Unit shall be

deemed a failure to renew all Food Retail Units by Franchisee. The Renewal Term shall expire on the same date for each of the Food Retail Units operated under the Agreement.

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

3. DUTIES OF FRANCHISOR

A. Franchisor shall provide an Initial Training Program to instruct Franchisee and other Franchisees as to the procedures and techniques to be utilized at the Food Retail Unit in order to ensure that Franchisee becomes completely familiar with the Hissho System, and shall make available such other training ongoing training programs as it deems appropriate. Franchisee shall pay Franchisor its then current training fees as set forth in this Agreement and in the Franchise Manual both with respect to the Initial Training Program and later training programs. 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 printed copy of the Franchise Manual as more fully described in Paragraph 9 hereof, or provide Franchisee with electronic access to the Franchise Manual.

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

4. FEES AND COMPENSATION

A. Franchisee shall pay to Franchisor an Initial Franchise Fee at the time this Agreement is executed in the amount specified in Attachment A to this Agreement. During the term of this Agreement, an additional Initial Franchise Fee shall be paid with respect to each additional Food Retail Unit franchise granted by Franchisor in a pro-rated amount as follows except that Franchisee shall not be required to pay an Initial Franchise Fee only for a Satellite Sushi Bar as defined by Franchisor):

For any additional Food Retail Unit franchised during the term of the Agreement, i-if there is between 25 to 36 months remaining on the term of this Agreement, then the additional Initial Franchise Fee for that additional Food Retail Unit shall be \$4,200; 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

\$2,800; 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 \$1,400. 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.

B. If Franchisee is purchasing an operating Food Retail Unit in connection with this Agreement, Franchisee shall pay to Franchisor, in addition to the Initial Franchise Fee, a Unit Purchase Fee as specified in Attachment "A" at the time this Agreement is executed. This payment is solely for the goodwill of the operating Food Retail Unit as a going concern, and does not cover payments for inventory, small wares or other tangible assets.

C. 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. 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 your Franchise Agreement.

(4) Upon receipt of the Net Sales from the Retail Host, Franchisor shall remit to Franchisee the agreed percentage of Net Sales or Gross Sales, as the case may be, which is set forth in the Attachment "A" to this Agreement and amendments to Attachment "A" for each individual Food Retail Unit "Franchise Commission"), but only after first deducting from Franchise Commissions: i-all amounts owed of every type and nature by Franchisee to Franchisor including 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 Negotiated Retail Price Increase. For purposes of this Agreement, the term "Negotiated Retail Price Increase" means an increase in Gross Sales resulting from the negotiation by Franchisor of an increase in the retail sales price for food and beverage products from Franchisee's applicable Food Retail Units.

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

(6) Franchisor does not guaranty payment by the Retail Host, and Franchisor shall have no obligation to pay Franchisee its Franchise Commissions until Franchisor first receives remittance

of Net Sales from the Retail Host. If from time to time Franchisor chooses in its discretion to advance Franchisee Commissions to Franchisee prior to Franchisor's receipt of Net Sales from the Retail Host, Franchisee agrees that such amounts shall become indebtedness of Franchisee to Franchisor and shall be carried forward by Franchisor as a negative balance owed by Franchisee. Any negative balance carried forward may be withheld from future Franchise Commissions otherwise due to Franchisee, but any negative balance shall constitute indebtedness of Franchisee due on demand by Franchisor at any time. Franchisor does not guaranty payment to any of Franchisee's vendors or suppliers. Notwithstanding anything to the contrary, Franchisee shall not be entitled to any Gross Sales or Net Sales except in the amount of the Franchise Commissions after all deductions described in this Agreement.

(7) Franchisor shall have the right to retain some or all of the revenue collected from a Negotiated Retail Price Increase. Upon negotiation of an increase in retail pricing, Franchisor shall notify Franchisee of the Negotiated Retail Price Increase and notify Franchisee what percentage of the revenue resulting from Franchisor's efforts shall be retained by Franchisor.

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

D. 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 two percent 2%-of your Net Sales;

(2) An initial lease fee "Initial Lease Fee"-of \$1,500 per month per Hissho Label System;

(3) A software license fee "Software License Fe"-of \$110 per month for use of the software associated with the Hissho Label System;

(4) A data overage fee of \$6 per GB if your wireless data usage exceeds the monthly allotted limit of 100mb.

(5) Background check, credit check and drug test fees in the amount of \$250 per owner, member or shareholder, which amounts or requirements may be modified by posting in the Franchise Manual;

(6) Payment or reimbursement to Franchisor for the cost of any local licenses and permits obtained by Franchisor required to operate the Food Retail Unit;

(7) Payment for point-of-sale marketing materials provided by Franchisor required as part of the opening package for the Food Retail Unit and as updated or replaced;

(8) Document Loan and Replacement Fees as follows: i-the initial loan fee for the Franchise Manual in the amount of \$150; ii-the initial loan fee for the SSOP/HACCP Sanitation Standard Operating Procedures/Hazard Analysis Critical Control Points-Food Safety Plan in the amount of \$150 per Food Retail Unit; and iii-an annual recurring document loan fee of \$150 per year per Food Retail Unit for each SSOP/HACCP Food Safety Plan, and iv-replacement fees of \$1,000 for each lost or replaced Franchise Manual. The amounts and requirements of any of the Document Loan and Replacement Fees may be modified by posting in the Franchise Manual;

(9) Training fees for i-initial training and ongoing training, ii-for failure to attend training sessions of Operating Principal or other of Franchisee's employees who are required by Franchisor

to attend mandatory training classes, iii-additional training sessions, iv-ServSafe training and testing or other food safety classes required by Franchisor, and v-additional mandatory, remedial training in the event of Franchisee's default under the requirements of the Franchise Manual or this Agreement, all as set forth in Paragraph 7.D or in the Franchise Manual, all of which fees and requirements may be modified by posting in the Franchise Manual.

(10) For special on-site support, as needed and as determined by Franchisor, Franchisor shall provide on-site operating support in the amount of \$500 per day, plus the cost of travel of Franchisor's representatives, which requirements and amounts may be modified by posting in the Franchise Manual;

(11) Customer Satisfaction Fee in the amount of \$500 plus Franchisor's travel, lodging and meal costs, if any, for each incident requiring, in Franchisor's sole discretion, Franchisor's involvement to resolve any issue with a Retail Host or customers of the Franchised Business, which requirements and amounts may be modified by posting in the Franchise Manual;

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

(13) Garnishment or levy fee in the amount of \$50 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;

(14) 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;

(15) Fees for Franchisor's providing food sampling services on site or in your market, as incurred and as set forth in the Franchise Manual;

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

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

(18) Fees in the amount of \$1,500 for each Food Retail Unit that you discontinue to operate with our approval prior to the end of the term, which requirements and amounts may be modified by posting in the Franchise Manual;

(19) Fees in the amount of \$4,000 for each Food Retail Unit that you abandon or refuse to operate prior to the end of the term without our 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 your 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;

(20) Fees in the amount of \$250 per Food Retail Unit, if Franchisee is an entity, 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, or iv-if Franchisee is an individual, all of which requirements and amounts may be modified by posting in the Franchise Manual;

(21) Fees in the amount of \$250 per Food Retail Unit, if Franchisee is an individual, that is wholly owned by a Franchisee who seeks to transfer its interest to another franchisee entity or person, all of which requirements may be modified by posting in the Franchise Manual;

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

(23) If Franchisee fails to obtain the required insurance coverages as provided in this Agreement and in the Franchise Manual, Franchisor may at its option, purchase the insurance for Franchisee. If Franchisor purchases the insurance for Franchisee, Franchisee shall pay an Insurance Service Fee for each occasion Franchisor acquires insurance, plus the cost to Franchisor to obtain the insurance. The Insurance Service Fee shall be one percent 1%-of Franchisee's Gross Sales for the time period for which we make insurance payments on your behalf for each Food Retail Unit for which Franchisor acquires insurance, the requirements and amounts of which may be modified by posting in the Franchise Manual.

(24) Fees in the amount of \$200 for orders made after Monday at 3 p.m., which requirements and amounts may be modified by posting in the Franchise Manual.

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

(26) A convenience fee 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 your Food Retail Unit.

(27) There is a \$150 fee payable to us for any label machine system returned to the label machine servicer that remains operable.

E. 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.

F. 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.

G. 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 reserve 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.

H. 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.

I. 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, 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.

J. 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 payable

5. SITE SELECTION AND CONTROL

A. If the location of the Franchised Business is under the control of Franchisor or Franchisor's affiliate, and obtained by Franchisor under the terms of an agreement with a Retail Host or another third party, 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. 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.

B. With respect to any location not obtained by Franchisor from a Retail Host, or not under the control of Franchisor, Franchisee shall,

(1) obtain the written approval of Franchisor for any site of the Food Retail Unit developed under this Agreement; propose sites for approval by Franchisor on forms or in the manner designated from time to time by Franchisor; submitted to Franchisor only 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;

(2) obtain the written approval of Franchisor with respect to the terms of any lease with respect to the site to be developed as a Food Retail Unit under this Agreement.

(3) assign any lease to Franchisor or its designees;

C. With respect to a site submitted by Franchisee for approval, 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.

D. 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. Franchisee shall, as promptly as possible after receipt of approval, complete acquisition of the site.

E. 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. If Franchisee is an entity and not an individual, Franchisee shall be a corporation or a limited liability company composed solely of shareholders/members 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 stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate of Franchisee, or other evidence of ownership if Franchisee is a limited liability company, shall have the following legend conspicuously endorsed upon its face:

The shares represented by this certificate, or other evidence of ownership if Franchisee is a limited liability company, are subject to the terms of an agreement dated [date] between [name of issuing corporation or limited liability company] and HISSHO INTERNATIONAL, LLC, which, inter alia, restricts transfer, restricts activities in which [name of issuing corporation or limited liability company] may engage, and imposes restrictions on shareholders or members.

(6) 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.

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 own a majority interest in Franchisee during the entire period he serves as Operating Principal;

(2) 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;

(3) The Operating Principal shall execute this Agreement, and shall be individually bound by all obligations of Franchisee hereunder;

(4) No person shall become an Operating Principal unless approved by Franchisor;

(5) If the Operating Principal is unable, or elects not, to continue to meet his obligations hereunder, or if, in Franchisor'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

(6) The Operating Principal shall complete successfully 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 and Franchisee's employees receive such training as Franchisor may require, and to that end agrees as follows:

(1) Prior to the opening of the Food Retail Unit, Franchisee, and if the Franchisee is an entity, each equity owner shareholder or member-of the Franchisee, and at least one manager of each Food Retail Unit, shall attend and complete, to Franchisor's satisfaction, the Initial Training Program offered by Franchisor. Franchisee shall pay Initial Training Fees of \$2,000 per person payable prior to training, plus \$300 per person for ServSafe Training and Testing. The current training fees charged by Franchisor both for initial training, and subsequent training, may be modified by Franchisor when posted in the Franchise Manual. Franchisee and its employees shall be responsible for any and all other expenses incurred by them in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages. Franchisee's employees are not employees of Franchisor, and Franchisee agrees to pay at least minimum required wages and comply with all federal, state and local laws pertaining to wages and employment while Franchisee's employees are in training. Any person subsequently employed by Franchisee in the position of manager and each subsequent Operating Principal shall attend and complete, to Franchisor's satisfaction, such training programs as Franchisor may require. Failure of Franchisee's Operating Principal, Franchisee's equity owners, and Franchisee's managers of the Food Retail Units to satisfactorily complete the applicable Initial Training Programs may result in termination of this Agreement. Training requirements and costs may be changed by posting in the Franchise Manual.

(2) At Franchisee's expense, the Operating Principal and Franchisee's managers and other employees shall also attend such courses, seminars, and other training programs as Franchisor may require from time to time. Franchisee shall also pay Franchisor's current training fees as stated in the Franchise Manual for special training sessions required by Franchisor from time to time through the year. Franchisee shall pay to Franchisor, for each person attending such a program, the training fee, then charged by Franchisor and posted in the Franchise Manual. If any such training fee is imposed by Franchisor, the training fee shall be in addition to any other expenses incurred by the persons attending training as provided in Paragraph 7.D1-hereof. If any person required to attend a training session after the Initial Training Program does not attend 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.

(3) 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 or other specified employees to take additional training for a one or two-day program. The fee charged for this remedial, default training is \$500 per day plus the cost of travel, food and lodging of our 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 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 may from time to time specify or as Franchisor 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, including at least one fully trained manager on duty with food safety certification as required by Franchisor in its discretion, 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), 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 such food items, condiments, products, and services as have been expressly approved for sale in writing by Franchisor; to sell or offer for sale all types of food items, condiments, products, and services specified by Franchisor; 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 items, 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 or otherwise designate from time to time;

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

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

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

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

K. We may designate one supplier or vendor for any products 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.

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

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

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

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

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

P. Franchisor will provide an email address to Franchisee for Franchisee to use in the operation of Franchisee's Franchised Business. Franchisee agrees to utilize the e-mail 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 the Company'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. 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 "OUMI" or "SUSHI WITH GUSTO" as specified by Franchisor, without prefix or suffix;
- (4)** During the term of this Agreement, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, and shall display a notice to that effect in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing;

(5) Franchisee's right to use the Proprietary Marks is limited to the term of this Agreement and shall automatically cease upon the expiration or earlier termination of this Agreement and

is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof, including, but not limited to, sublicensing a use of the Proprietary Marks, shall constitute an infringement of Franchisor's rights and a default under this Agreement;

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

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

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

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

C. Franchisee expressly understands and acknowledges that:

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

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

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

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

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

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

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

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

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

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

D. Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 8 will cause Franchisor irreparable injury, and Franchisee agrees to pay all court 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, one copy of which Franchisee acknowledges having received by electronic access or written copy on loan from Franchisor 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.

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. Any and all information, knowledge, know-how, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at the time of disclosure by Franchisor to Franchisee, had become a part of the public domain, through publication or communication by others; or which, after disclosure to Franchisee by Franchisor, becomes a part of the public domain, through publication or communication by others.

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

C. As used herein, "Confidential Information" means any proprietary or confidential data or information related to the business of the Company including, without limitation, the "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.

D. Franchisee acknowledges that any failure to comply with the requirements of this Paragraph 10. will cause irreparable injury to Franchisor, and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 10.

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.D(1).

(1) Brand Fund Contributions collected from Franchisee and other franchisees including Hissho Sushi Bar franchisees-the "**Brand Fund**"-will be used by Franchisor for: i-expenditures that, in Franchisor's sole discretion, promote, enhance or further the Hissho Sushi brand and System, including promotional, marketing, public relations and advertising expenses, hiring marketing, public relations and advertising agencies and personnel to assist in developing the Hissho Sushi brand name and increasing average unit volumes, and ii-expenses associated with listings in online directories, subsidies of premiere/marquee locations designed to garner media attention and promote the Hissho Sushi brand names, search engine optimization "**SEO**"-of our websites-and related internet sites, iii-travel expenses in connection with Promotions and market meetings, training, development of trademarks and trademarked materials, production of circulars and media, advertisements, coupons and promotional materials including point of purchase materials).

(2) Any amounts in the Brand Fund not spent during the fiscal year during which they were retained or collected will be used during the following or, if a deficit exists, prior-fiscal years. Any amounts expended for advertising purposes in excess of the amount in the Brand Fund during any fiscal year together with amounts not expended during prior fiscal years-will be debited from the following years' or the prior years' Brand Fund. 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 you, other franchisees, and company-owned stores will be maintained in a single account. Hissho 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 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. 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. The purpose of the local marketing program is to increase patronage of the Hissho Full Service by consumers. 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 are not obligated to accept or purchase any such advertising, promotional plans, and materials offered to you by us. 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 we reserve the right to establish a council at a later date and to require you to comply with any obligations associated with such a council.

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

F. 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 Hissho Full Service without our prior written approval.

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

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, \$1 million umbrella liability; \$2 million business auto liability; worker's compensation/employers liability. Insurance requirements may change and may be changed in the Franchise Manual. If you fail to maintain the required insurance coverages we may obtain the insurance and deduct it from your Franchise Commissions see Item 6).

(3) 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.E19-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 restaurant, or any interest in this Agreement, the Franchise rights and license rights, and Franchisee are limited as follows and may only occur after Franchisee has operated the Food Retail Unit for at least one year:

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

(2) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and, if Franchisee is an entity, its shareholders or members, and that Franchisor has granted this Agreement in reliance on Franchisee's business skill and financial capacity, and, if Franchisee is an entity, 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, modified to require the transferee to pay a pro-rated franchise fee for the remaining term of the Franchise Agreement; or ii-sign Franchisor's then current form of franchise agreement for a full term and pays Franchisor's then current Initial Franchise Fee in full. The then current Franchise Agreement shall include a guarantee of such agreement executed by all shareholders of the transferee, as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate and Brand Fund contribution;

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

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

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

(j) Franchisee shall pay to Franchisor a transfer fee of one thousand five hundred dollars \$1,500-for each transferred Food Retail Unit for which Franchisee requests the right to

transfer, and any other transfer fees required by Paragraph 4.D(21) or 4.D(22), plus Franchisor's legal expenses related to review and administration of the transfer including Franchisor's cost of travel, lodging and meals;

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

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

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

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

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

D. Upon the death or mental incapacity of Franchisee if Franchisee is an individual or 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 court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Paragraph 14.

15. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

(7) If Franchisee shall cause, suffer, or permit voluntarily or involuntarily-its right to or possession of the premises on which the Food Retail Unit is located to be terminated prematurely for any

cause whatsoever; or if Franchisee shall fail to follow any policy, rule, regulation or directive of the Retail Host; be in material default under the lease for the premises on which the Food Retail Unit is located;

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

(9) If any other Franchise Agreement with Franchisor is terminated based upon Franchisee's default thereunder, or if Franchisee is in default under any other contract with Franchisor, Lwin Family Co, or other affiliate 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 fails to accept and operate a Satellite Sushi Bar or other additional Food Retail Unit offered by Franchisor to Franchisee;

(15) 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(15), notice may be given verbally by telephone, in person, text message, fax or as provided otherwise in this Agreement;

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

(17) 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, OUMI Sushi, or SUSHI WITH GUSTO franchisee, or otherwise induces, directly or indirectly, any such person to leave such employment;

(18) 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);

(19) 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

(20) 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, or 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, OUMI, SUSHI WITH GUSTO, and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices and any Trade Dress associated with the System.

B. Franchisee shall return possession of the premises to Franchisor immediately on demand by Franchisor, leaving all furniture, fixtures, equipment and signage used in connection with the Food Retail Unit in place. Franchisor also may require Franchisee to leave in place all of Franchisee's usable inventory items, small wares and other tangible property used in the Food Retail Unit, and if so Franchisor will purchase all such usable items from Franchisee for their fair value as posted in the Franchise Manuals.

C. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "HISSHO" "OUMI" or "SUSHI WITH GUSTO" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty 30-days after termination or expiration of this Agreement.

D. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Proprietary Marks, and further agrees not to utilize any Trade Dress or designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

E. Franchisee shall promptly pay all sums owing to Franchisor and its subsidiaries and affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the premises operated hereunder at the time of default.

F. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Paragraph 16.

G. Franchisee shall immediately deliver to Franchisor all manuals, including the Franchise Manual, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including, without limitation, brochures, agreements, invoices, and any and all other materials

relating to the operation of the Franchised Business in Franchisee's possession, and all copies thereof all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

H. Franchisee shall comply with any surviving covenants contained in Paragraph 3 of this Agreement.

17. COVENANTS

A. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, information relating to the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Accordingly, Franchisee covenants that:

(1) During the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee and, if Franchisee is an entity, its shareholders or members 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; or

(b) Employ or seek to employ any person who is at that time employed by Franchisor or by any other developer or franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment.

(2) Except as otherwise approved in writing by Franchisor, Franchisee and, if Franchisee is an entity, its shareholders or members 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) A sushi bar, or a shop or restaurant that features sushi, and shall not offer any items which are menu items or items produced in any Food Retail Unit, in any State in which there is operating a Food Retail Unit, during the term of this Agreement and for a continuing uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for one 1-year thereafter; and

(b) A sushi bar, or a shop or restaurant, or a retail counter that features sushi, and shall not offer any items which are menu items or items produced in any Food Retail Unit, which is located within twenty 20-miles from any Food Retail Unit during the term of this Agreement and for a continuous uninterrupted period of one year commencing upon the expiration or termination of this Agreement, regardless of the cause of termination, and continuing for one 1-year thereafter.

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 sub-parts 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 court 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. If Franchisee is an entity, at the request of Franchisor, Franchisee shall obtain and deliver to Franchisor executed covenants similar in substance to those set forth in this Paragraph 17 including covenants applicable upon the termination of a person's relationship with Franchisee-from the following persons: all officers, directors, or members, and holders of the securities of Franchisee, and of any corporation or limited liability company directly or indirectly controlling or controlled by Franchisee. Every covenant required by this Paragraph 17.G shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party Franchisor of such covenants with the independent right to enforce them. Failure by Franchisee to obtain execution of a covenant required by this Paragraph 17.G or to deliver the covenant to Franchisor shall constitute a default under this Agreement.

18. FORCE MAJEURE

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

19. TAXES, PERMITS, AND INDEBTEDNESS

A. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor.

B. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

C. Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, resale and sales tax permits, and fire clearances.

D. Franchisee shall notify Franchisor in writing within ten 10-days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee is an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

B. During the term of this Agreement and any extensions thereof, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a Franchise Agreement with Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Food Retail Unit, the content of which Franchisor reserves the right to specify.

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

21. APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.

B. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

C. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to a subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

22. NOTICES

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

If to Franchisor: HISSHO INTERNATIONAL, LLC
 Attn: Franchise Department
 11949 Steele Creek Road
 Charlotte, North Carolina 28273

If to Franchisee:
 Name: _____
 Address: _____

 Phone #: _____

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

23. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the Attachments-hereto constitute the entire, full, and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements. No representations have induced Franchisee to execute this Agreement except for those contained in this Agreement, the Exhibits and the Franchise Disclosure Document. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing; provided, however, if Franchisee is an entity, that a writing signed by Franchisee need not be signed by any of its shareholders or members except to the extent, if any, that such writing would increase the amount of such shareholder's or member's financial obligations. 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.

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 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 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 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 Exhibit E

the terms of its franchise agreement is likely to cause irreparable damage to Franchisor and to some or all of its other franchisees. For this reason, Franchisee agrees that if Franchisor can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Franchisee's breach or threatened breach of any of the terms of this Agreement, Franchisor will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage, until a final determination is made by an arbitrator.

C. The parties hereto recognize, and any arbitrator is affirmatively advised, that certain provisions of this Agreement describe Franchisor's right to take or refrain from taking-certain actions in the exercise of its business judgment based on its assessment of the overall best interests of the System. Where such discretion has been exercised, and is supported by Franchisor's business judgment, no arbitrator may substitute his or her judgment for the judgment so exercised by Franchisor.

D. Both parties waive, to the greatest extent permitted by law, its right to seek or be awarded punitive, exemplary or special damages by an arbitrator, except that Franchisor may seek and obtain an award against Franchisee of trebled damages for trademark infringement should Franchisee continue to use the Proprietary Marks after termination of this Agreement.

E. A party that is successful in enforcing its rights under this Agreement through commencement of an action or counterclaim in arbitration will be awarded its costs including charges for investigation and preparation, expert witness, the arbitrator and the arbitration administrator-and reasonable attorney fees incurred in such arbitration.

F. This arbitration provision is deemed to be self-executing, is intended to benefit and bind Franchisor's and Franchisee's owners and affiliated companies, and will remain in full force and effect after expiration or termination of this Agreement. If either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear.

G. This arbitration clause will be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any of such provisions are unlawful in any way, then the parties' intent is that the court may modify such provisions to the minimum extent necessary to comply with applicable law. However, if any court finds that the punitive damages limitation or class action waiver contained in this arbitration clause is unconscionable or otherwise unenforceable, then either party may require a dispute otherwise subject to the arbitration clause to be decided by a court in accordance with the terms of this Agreement without first submitting the dispute to arbitration.

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 court 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 the following page]

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

FRANCHISOR
HISSHO INTERNATIONAL, LLC

By: _____
Title: _____
Date: _____

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**SHAREHOLDERS/MEMBERS OF
FRANCHISEE:**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**ATTACHMENT 1 TO
FRANCHISE AGREEMENT OF
HISSHO INTERNATIONAL, LLC AND**

_____ [Franchisee entity name]
dated _____.

1. Location of Food Retail Unit: The location approved by Franchisor for the Food Retail Unit franchised under the attached Franchise Agreement shall be:

2. Type of Food Retail Unit: Franchisee shall operate at that location:

_____ [Sushi Bar, Satellite Sushi Bar or Asian Food Bar]

3. Authorized Brand Name check one):

_____ HISSHO Sushi

_____ OUMI sushi

_____ SUSHI WITH GUSTO

4. Initial Franchise Fee: \$ _____

5. Franchise Commission: The Franchise Commission payable to Franchisee shall be _____ % of Gross Sales of the Food Retail Unit, as all such terms are defined in this Agreement, but payment of the Franchise Commission at all times shall be subject to all the terms and conditions, deductions and limitations contained in Paragraph 4 and other provisions of this Agreement.

6. Telephone Number of Retail Host: _____.

7. The date of the commencement of operations of this Food Retail Unit is _____.

8. Paragraph 2.A is amended so that the term of this Franchise Agreement shall expire on:

FRANCHISOR
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

GUARANTY

As an inducement to HISSHO INTERNATIONAL, LLC "Franchisor"-to execute the Franchise Agreement "Agreement"), to which this Guaranty is attached, the undersigned, jointly and severally each a "Guarantor" and collectively "Guarantors"), absolutely, unconditionally and irrevocably guarantee, 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").

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.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REFERENCE TO ANY CHOICE OF LAW DOCTRINE AND GRANT EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN MECKLENBERG COUNTY, NORTH CAROLINA.

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.

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

GUARANTORS

Printed Name: _____
Date: _____
Address: _____

Printed Name: _____
Date: _____
Address: _____

ADDENDUM [insert number] TO ATTACHMENT “1”

**TO FRANCHISE AGREEMENT OF
HISSHO INTERNATIONAL, LLC AND**

[Franchisee entity name]

dated _____.

1. Location of Food Retail Unit: The location approved by Franchisor for the Food Retail Unit franchised under the attached Franchise Agreement shall be:

2. Type of Food Retail Unit: Franchisee shall operate at that location:

_____ [Sushi Bar, Satellite Sushi Bar or Asian Food Bar]

9. Authorized Brand Name check one):

_____ HISSHO Sushi

_____ OUMI sushi

_____ SUSHI WITH GUSTO

3. Initial Franchise Fee: \$ _____

4. Franchise Commission:

(a) The Franchise Commission payable to Franchisee shall be _____ % of [Net Sales/Gross Sales] generated at the Food Retail Unit, as all such terms are defined in this Agreement. Payment of the Franchise Commission at all times shall be subject to all the terms and conditions, deductions and limitations set forth below and other provisions of the Franchise Agreement.

(b) If Franchisor pays the Franchise Commission based upon Gross Sales, Franchisor shall be entitled to adjust the Franchise Commission payable to Franchisee, on 30 days written notice to Franchisee, if the Service Commission charged by Retail Host increases.

5. Telephone Number of Retail Host: _____.

6. The date of the commencement of operations of this Food Retail Unit is _____.

7. Paragraph 2.A is amended so that the term of this Franchise Agreement shall expire on:

_____.

FRANCHISOR
HISSHO INTERNATIONAL, LLC

By: _____
Title: _____
Date: _____

FRANCHISEE

By: _____
Title: _____
Date: _____

EXHIBIT F -TRAINING AND CONFIDENTIALITY AGREEMENT
Hissho International, LLC
Franchise Disclosure Document

TRAINING AND CONFIDENTIALITY AGREEMENT

This Training and Confidentiality Agreement "Agreement"-is made and entered into on this day of, 20____, between Hissho International LLC, a Delaware Limited Liability Company, 11949 Steele Creek Road, Charlotte, North Carolina 28273, the "Company"), and _____ the "Trainee").

RECITALS

1. Company provides training in Company's confidential methods, techniques and procedures in preparation of Trainee to acquire a franchise the "Franchise"), and to prepare our sushi products and to operate one or more of our Food Retail Unit locations in supermarkets and restaurants a "Food Retail Unit").
2. Trainee desires to acquire a Franchise, or to manage a Food Retail Unit.
3. 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 Trainees.

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 unless the Company subsequently grants a Franchise to Trainee.

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 or all of the Trainees complete the Culinary

Training Program, and whether or not the Company grants a Franchise to any of Trainees, 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 Trainee has expressed an interest in acquiring a Franchise from the Company, and that Company will not offer the Trainee 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 Trainee or to grant any Trainee the right to operate any Food Retail Unit.

4. BEST EFFORTS.

The parties acknowledge that Company desires to provide the Culinary Training Program only to individuals who are interested and willing to devote their best efforts to learning the information to be provided. Trainee shall exert Trainee's best efforts to learn the information, procedures and techniques to be imparted in the Culinary Training Program.

5. RELEASE, WAIVER AND ASSUMPTION OF RISK.

Trainee hereby agrees to release the Company and the various parties described below as Released Parties, to waive his or her claims and assume the risks further described herein. Trainee wishes to train in the Culinary Training Program and hereby freely and voluntarily, without duress, executes this Release, Waiver and Assumption of Risk under the following terms:

A. Assumption of Risk. Trainee, understands that as a participant in the Culinary Training Program, Trainee will be exposed to and/or engage in activities that may be hazardous to him or her including, but not limited to: **raw food preparation, using food prep tools including knives, and choppers; cooking, including using ovens, steamers, rice cookers, steam-jacketed kettles, hot pans; unloading product deliveries and transferring items to cold storage and dry storage areas; loading prepared foods into delivery containers, loading delivery containers into vehicles; riding in vans and trucks to sushi bar locations, restaurants and supermarkets. Trainee recognizes and understands that during his or her participation in the Culinary Training Program, Trainee may, in some situations, use equipment that is inherently dangerous, and may cause injuries such as cuts, burns, dismemberment, or even death.**

B. Waiver and Release. Trainee, on behalf of himself or herself, his or her heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and personal representatives, agrees to waive, release and covenant not to sue the Company, and its successors or predecessors in interest, assigns, or any related or affiliated entities, and each of their respective employees, shareholders, officers, directors, members, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputes, controversies, and payments of every kind and character, known or unknown, past, present or future, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to or in connection with the Culinary Training Program, the premises in which the Culinary Training Program is held, the conduct of the Released Parties, or his or her own conduct, whether or not due to his or her own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

C. Insurance. Trainee expressly waives any such claim for compensation or liability on the part of the Company in the event of such injury or medical expense.

D. Specific Release/Waiver of Unknown Claims. Trainee understands that Trainee may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that Trainee now knows or believes to be true with respect to the Culinary Training Program and the matters discussed herein. Nevertheless, Trainee acknowledges that it is his or her intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

E. Photographic Release. Trainee grants and conveys unto the Company all right, title, and interest in any and all photographic images and video or audio recordings during the period Trainee participates in the Culinary Training Program.

F. Indemnification. Trainee hereby agrees to indemnify, defend and hold harmless the Company and each of the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur as a result, directly or indirectly of his or her participation in the Culinary Training Program.

G. Full Understanding of Release and Waiver/No Coercion. **Trainee declares that Trainee has fully read and understood this Assumption of Risk, Release and Waiver of Liability. Trainee declares that Trainee has not been influenced to any extent whatsoever in making this release by any representations or statements regarding the Culinary Training Program, or any other matters, made by the Company or any of the Released Parties and understands that Trainee is giving up substantial rights by signing it and further does so voluntarily.**

6. CONFIDENTIAL INFORMATION.

A. Trainee acknowledges that during the course of the Culinary Training Program and exposure to the Company's premises, business practices, techniques and procedures, Confidential Information and trade secrets of the Company will be disclosed and exposed to Trainee and that any unauthorized subsequent disclosure of such information by Trainee to third parties or use other than for the Company's authorized purposes could cause extensive harm to the Company.

B. Trainee hereby declares to the Company that Trainee will not at any time thereafter, unless prior written consent is given by the Company, either directly or indirectly, utilize on Trainee's own behalf or on behalf of any other person, or divulge to any other person, except as required by the terms and nature of the employment with the Company, any Confidential Information of the Company, and Trainee shall prevent the unauthorized disclosure or publication of such information. In addition, Trainee agrees that Trainee will not copy any Confidential Information of the Company including any curriculum belonging to the Company nor remove same from the Company's premises without the express written permission of the Company.

C. Regardless of the successful completion of the Culinary Training Program or whether Trainee becomes a franchisee of the Company, Trainee expressly agrees that during the participation in the Culinary Training Program and for a period of five 5-years after attending the Culinary Training Program with the Company or such longer period as is reasonably necessary to protect the interests of the Company or as may be prescribed in any subsequent agreement), 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.

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 in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable. The prevailing party in action commenced between the parties hereto shall be entitled to reasonable attorneys, including court costs and the costs of the enforcement of any subsequent judgment or collection efforts.

Executed as of the date first stated above by,

COMPANY
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

TRAINEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT G - AFFIDAVIT OF OWNERSHIP
Hissho International, LLC
Franchise Disclosure Document

AFFIDAVIT OF OWNERSHIP

The undersigned, President/Member/Manager of _____,
a _____ the "Corporation"-or limited liability
company the "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:

Percent Ownership

%

Address: _____

FRANCHISOR
HISSHO INTERNATIONAL, LLC

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

STATE OF _____)

COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

NOTARIAL SEAL My Commission Expires: _____

EXHIBIT H - PROMISSORY NOTE
Hissho International, LLC
Franchise Disclosure Document

PROMISSORY NOTE

_____, NC

\$ _____

Date: _____

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to Hissho International, LLC, the "Company"-or order, the principal sum of _____ and ___/100 Dollars \$ _____), without interest on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of _____

_____ or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable upon demand. It is the intention of the undersigned, and the undersigned agree and consent to all amounts owed under this Promissory Note may be withheld from Franchise Commissions owed the undersigned or from any other amounts otherwise due to the undersigned without demand by the Company.

If not sooner paid, the entire remaining indebtedness shall be due and payable on:

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of a-default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured upon demand, or b-default under the terms of any instrument securing this Note, and such default is not cured within fifteen 15-days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note shall bear interest at the rate of eight per cent 8%-per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder 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 holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time. This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President [Manager] the day and year first above written.

Corporate Name or Name of Limited Liability Company)

By: _____
President

By: _____
Manager

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

_____) SEAL)
_____) SEAL)
_____) SEAL)
_____) SEAL)
_____) SEAL)
_____) SEAL)
_____) SEAL)

**EXHIBIT I - 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 THE STATE OF CALIFORNIA**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. ITEM 3 of the Disclosure Document is amended to add the following:

Neither the Franchisor nor any person or franchise broker identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

3. ITEMS 6 AND 10 of the Disclosure Document are amended as follows:

The highest interest rate allowed in California is 10% annually.

4. ITEM 17 of the Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination or non-renewal of a franchise, and also limit the Franchisor's ability to restrict the transfer of franchise rights. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C.A. Sec. 101 et seq.).

- The Franchise Agreement contains a covenant not to compete which extends beyond the term of the agreement. This provision might not be enforceable under California law.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

- The Franchise Agreement requires application of the laws of North Carolina. This provision might not be enforceable under California law.

- Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws such as Business and Professions Code 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act-to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

- The following URL address is for the Franchisor's website: <http://www.hisshosushi.com>

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS**

- Illinois law governs the agreements between the parties to this franchise.
- Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
- Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
- Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

ITEM 5 of the Disclosure Document is amended to add the following:

- All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement.

ITEM 17 of the Disclosure Document is amended to add the following:

- Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., the general release that shall be required as a condition of renewal, termination and/or transfer shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

- In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C. Section 101, *et seq.*)

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MICHIGAN**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document pursuant to the Michigan Franchise Investment Law as follows:

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives the 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 franchise 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 applied 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 of 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 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 a competitor of the Franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

(h) A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants 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 provisions has been made for providing the required contractual service.

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

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN ATTORNEY GENERAL'S OFFICE CONSUMER PROTECTION DIVISION, ATTENTION. FRANCHISE SECTION, 525 W. OTTAWA STREET, G. MENNEN WILLIAMS BUILDING, 1ST FLOOR, LANSING, MICHIGAN 48933.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO: MICHIGAN

**ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION ATTENTION. FRANCHISE SECTION 525 W.
OTTAWA STREET
G. MENNEN WILLIAMS BUILDING, 1ST FLOOR LANSING, MICHIGAN 48933
517-373-7117**

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. The cover page of the Minnesota Franchise Disclosure Document and Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement," Paragraphs v and w, shall be amended by the addition of the following language:

Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J-prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements-can abrogate or reduce 1-any of your rights as provided for in Minnesota Statutes, Chapter 80C or 2-your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” Paragraphs c, g, h, i and l, shall be amended by the addition of the following language:

Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, Subdivision. 3, 4 and 5, which requires, except in certain cases, 1-that you be given 90 days’ notice of termination with 60 days to cure-and 180 days’ notice for non-renewal of the franchise agreement and 2-that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 13 “TRADEMARKS”, shall be amended by the addition of the following language:

We will protect your right to use the Proprietary Marks, trade names, logotypes or other commercial symbols. We will indemnify you from any loss, costs or expenses resulting from any claim, suit or demand by third parties that your use of the Proprietary Marks of Hissho International, LLC infringes trademark rights of the third party. You must provide notice to us of any such claim and tender the defense of the claim to us immediately after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

Minnesota considers it unfair not to protect the franchisee’s rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd.1g).

4. Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” Paragraph c, shall be amended by the addition of the following language:

Minnesota Rules 2860.4400D-prohibits us from requiring you to assent to a general release. Any provision in the Agreement which requires you to assent to a general release is deleted.

5. Item 17, “RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION”, Section “Franchise Agreement,” shall be amended by the addition of the following language:

Minnesota Rule Part 2860.4400J. prohibits you from waiving your rights to a jury trial or waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes; provided that this part shall not bar an exclusive arbitration clause. Any reference to Franchisee’s consent to liquidated damages or waiver of jury trial in the Agreement shall be deleted in its entirety.

Minnesota Statutes §80C.17, Subdivision 5 provides that we must comply with this section in regard to Limitation of Claims.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

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 17c), titled "**Requirements for franchisee to renew or extend,**" and Item 17m), 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 17d), 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 17v), titled "**Choice of forum**", and Item 17w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH CAROLINA**

Special Risks-to Consider About This Franchise

The FDD Cover Page Special Risks to Consider is amended as follows:

1. THE FRANCHISE AGREEMENT REQUIRES THAT MOST DISAGREEMENTS BE SUBMITTED TO ARBITRATION WITHIN MECKLENBURG COUNTY, NORTH CAROLINA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN OUR HOME STATE THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NORTH CAROLINA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document pursuant to the Rhode Island Franchise Investment Act as follows:

Item 17 is amended to state that section 19-28-1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Hissho International's use in the Commonwealth of Virginia, Item 17, "RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION", Section "Franchise Agreement" Paragraph h, shall be amended by the addition of the following language:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the Franchise Agreement. If any grounds for default or termination is stated in the Franchise Agreement does not constitute "reasonable cause" as the term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

Item 17.d is amended to reflect that Franchisee may terminate the Franchise Agreement under any grounds permitted by law.

**ADDENDUM TO HISSHO INTERNATIONAL, LLC “Hissho”
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:

- California Business and Professional Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C.A. Sec. 101 et seq.).
- The franchise agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.
- You must sign a general release if you renew or transfers its franchise. 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
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC “Hissho”
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS**

1. 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:

- 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
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC “HISSHO INTERNATIONAL”
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND**

This Addendum to the Hissho International Franchise Agreement is executed between Franchisor and Franchisee as set forth below in order to amend and revise Hissho International 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:

- 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 22 are not intended to be, nor shall be, construed as a waiver or estoppel of Franchisee’s rights under the Maryland Franchise Registration and Disclosure Law.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits thereto, the terms of this Addendum shall govern.

3. The Franchise Agreement is amended to include the following sentence at the end of Section 4: “All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement.”

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Hissho Franchise Agreement on the same date as respective Hissho Franchise Agreement was executed.

<p>FRANCHISOR HISSHO INTERNATIONAL, LLC a Delaware Limited Liability Company</p> <p>_____</p> <p>By: _____ Title: _____ Date: _____</p>	<p>FRANCHISEE</p> <p>_____</p> <p>By: _____ Title: _____ Date: _____</p>
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**ADDENDUM TO HISSHO INTERNATIONAL, LLC “HISSHO INTERNATIONAL”)
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

This Addendum to the Hissho International Franchise Agreement is executed between Franchisor and Franchisee as set forth below in order to amend and revise Hissho International Franchise Agreement as follows:

1. Section 8 of the Franchise Agreement shall be amended by the addition of the following language:

Franchisor will protect Franchisee’s right to use the Proprietary Marks, trade names, logotypes or other commercial symbols. Franchisor will indemnify Franchisee from any loss, costs or expenses resulting from any claim, suit or demand by third parties that Franchisee’s use of the Proprietary Marks of Hissho International infringes trademark rights of the third party. Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor immediately after the claim is asserted. If Franchisor accept the tender of defense, Franchisor have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

2. 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.

3. 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.

4. 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.

5. 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
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC “HISSHO INTERNATIONAL”
FRANCHISE AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

This Addendum “Addendum”-to the Franchise Agreement 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. Sections 15.A. and B. of the Franchise Agreement shall be amended by the addition of the following language:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the Franchise Agreement. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

2. To the extent this Addendum shall be deemed inconsistent with any terms and conditions of said Franchise Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**ADDENDUM TO HISSHO INTERNATIONAL, LLC “HISSHO INTERNATIONAL”)
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from i-soliciting or hiring any employee of a franchisee of the same franchisor or ii-soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Agreed to as of the date of final signature below:

FRANCHISOR
HISSHO INTERNATIONAL, LLC
a Delaware Limited Liability Company

FRANCHISEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT J - TABLE OF CONTENTS FRANCHISE MANUAL
Hissho International, LLC
Franchise Disclosure Document
TABLE OF CONTENTS

PART 1 – FRANCHISE BUSINESS PROGRAM			
Chapter	Title	Start	
1	Introduction	1.1	10 PAGES
2	Franchisee & Legal Affairs	2.1	21 PAGES
3	Information Technology	3.1	12 PAGES
4	Human Resources & Employee Management	4.1	11 PAGES
5	Supply Chain & Inventory Ordering	5.1	21 PAGES
6	Finance	6.1	17 PAGES
7	Customer Service & Engaged Sampling	7.1	24 PAGES
8	Marketing	8.1	10 PAGES
9	Retail Host & Sales	9.1	6 PAGES
PART 2 – FRANCHISE OPERATIONS & SUSHI RECIPES			
10	Food Retail Unit Management	10.1	12 PAGES
11	Operations & Maintenance	11.1	16 PAGES
12	Food Production & Presentation	12.1	12 PAGES
13	Quality & Compliance	13.1	16 PAGES
14	Recipes	14.1	96 PAGES
15	Franchisee Forms	15.1	29 PAGES
16	Appendix	16.1	40 PAGES
			353 PAGES

EXHIBIT K – STATE EFFECTIVE DATES
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	
Florida	
Hawaii	
Illinois	
Indiana	
Kentucky	
Maryland	
Michigan	
Minnesota	
Nebraska	
New York	
Rhode Island	
Texas	
Utah	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L - RECEIPTS
Hissho International, LLC
Franchise Disclosure Document

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If 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, Impact Franchising, LLC or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

New York and Rhode Island require that Hissho International, LLC 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 Hissho International, LLC 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 resident agents authorized to receive service of process for Hissho International, LLC are identified in Exhibit B of the disclosure document.

Issuance Date: **April 6, 2021**

I received a disclosure document dated **April 6, 2021** that included the following Exhibits:

- A. STATE ADMISTRATORS
- B. AGENTS FOR SERVICE OF PROCESS
- C. FRANCHISE LISTS
- D. FINANCIAL STATEMENTS
- E. FRANCHISE AGREEMENT
- F. TRAINING AND CONFIDENTIALITY AGREEMENT
- G. AFFIDAVIT OF OWNERSHIP
- H. PROMISSORY NOTE
- I. STATE ADDENDA TO DISCLOSURE DOCUMENT
- J. FRANCHISE MANUAL TABLE OF CONTENTS

The franchise seller for this offering are Corey Wilde, whose principal business address and telephone number is 11949 Steele Creek Road, Charlotte, NC 28273, 704-926-2200 and _____

(Name, address and telephone number of any other franchise seller or broker)

(Prospective Franchisee Print Name)

(Prospective Franchisee Print Name)

Signature

Signature

Date

Date

THIS COPY IS TO BE RETAINED BY YOU)

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If 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, Impact Franchising, LLC or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

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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 and telephone number of any other franchise seller or broker)

Prospective Franchisee Print Name)

Prospective Franchisee Print Name)

Signature

Signature

Date _____

Date _____

**Please return the signed receipt by signing, dating, and mailing it to
11949 Steele Creek Road, Charlotte, NC 28273,
or by faxing a copy of the signed and dated receipt to Franchisor at (704) 926-3963.**