

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 the franchisor by mediation and/or arbitration only in the State of Texas. Out-of-state mediation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or arbitrate with the franchisor in the State of Texas than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Financial Condition.** The ~~Franchisor's~~franchisor's financial condition, as reflected in its financial statements (see Item 21), ~~calls into question the~~ ~~Franchisor's~~franchisor's financial ability to provide services and support to you.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

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

Initial Training Program). If we provide Unit Training at the location of your Franchised Business, you will be required to reimburse us for our costs and expenses, including all travel, room and board, and living expenses that we incur for our training personnel to provide the Unit Training at your Franchised Business (the typical range of our costs and expenses reimbursable by you to provide the Unit Training is \$0-\$2,500, with the low estimate being reflective of a Unit Training conducted at a Franchised Business that is local to our facilities and for which we incur no travel or other costs and expenses to provide such training, and the high estimate being reflective of our costs and expenses (including travel, room and board, and living expenses) for our personnel to provide the Unit Training at your Franchised Business that our personnel are required to travel to). ~~Notwithstanding our requirement to complete the Initial Training Program described above, if~~ if you previously worked for us or our affiliate, have previously completed our training program, or have previously completed a training program substantially similar to ours in a comparable business, in our sole discretion and if agreed to by you, we may waive the requirement for you or your Operating Principal to complete the Initial Training Program and pay us the Initial Training Fee. If we waive the requirement to complete the Initial Training Program, if we deem it is necessary in our sole discretion, we may offer, and require you or your Operating Principal to complete, a refresher training course and charge you our then-current additional training fee, which, as of the issuance date of this disclosure document, is \$500 per day, plus our costs and expenses (a “Refresher Fee”). The Initial Training Fee or Refresher Fee (if applicable) will be deemed fully earned upon signing the Franchise Agreement. The Initial Training Fee or Refresher Fee (if applicable) is nonrefundable.

In addition to the above fees and expenses, you are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business, except that we may, at our sole election, elect to obtain and maintain the required permits and licenses for the Franchised Business in your name. If we elect to obtain and maintain the permits and licenses required for your Franchised Business, you shall reimburse us for the costs and fees incurred by us in applying for such licenses and/or permits (and any renewals of these licenses and/or permits), and these amounts shall be deductible from any Franchise Commissions payable to you by us. We estimate the range of these costs and fees, whether directly payable by you or reimbursable to us, at \$350-\$2,000, based on such expenditures for licenses and permits to open a sushi bar in the Irving, Texas area. In addition, prior to commencing the Initial Training Program, we may require you to pass a credit and criminal background check, and you shall either pay directly, or reimburse us for, the third-party fees incurred to perform such credit and criminal background check, which we estimate to be in the range of \$120-\$200, based on our third-party agent’s fees for performing such services.

If you completed the Initial Training Program in connection with the opening of your Sushi Bar, you are not required to incur the Initial Training Fee (or any other additional training fees payable to us) again prior to opening your Satellite Sushi Bar.

ITEM 6. OTHER FEES

<u>Name of Fee¹</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Compensation to Retail Operator and Us ²	Up to 45% of Gross Sales, comprised of:	Monthly	See Note 2.

	liability or loss we incur from your Franchised Business.		from your Franchise Commissions.
Reimbursement of Costs and Expenses ¹¹	Costs and expenses.	As Incurred	Reimbursement of costs and expenses are paid to us. May be deducted from your Franchise Commissions.
Confidential Operating Manual Replacement Fee ¹²	Our then-current fee, which is currently \$250; <u>provided, that any increase of our current \$250 fee will not exceed an additional \$25.</u>	As Incurred	The Confidential Operating Manual Replacement Fee is paid to us.
Post-Termination or Post-Expiration Expenses ¹³	Costs and expenses.	As Incurred	Reimbursement of our post-termination or post-expiration expenses is paid to us.
ServSafe Training ¹⁴	\$100 to \$200 per person; \$50 per person re-testing fee.	As Incurred	The ServSafe training fee is paid to ServSafe or us.
Management Fee ¹⁵	5% of Gross Sales for the period in which we operate the Franchised Business plus expenses.	As agreed	The management fee is payable to us during the period that our appointed manager manages the Franchised Business. May be deducted from your Franchise Commissions.
Test Marketing ¹⁶	Your actual costs and expenses, which are estimated to be \$1,000.	As Incurred	Costs for test marketing are paid to us or third parties.
Liquidated Damages ¹⁷	Product of (i) a fraction the numerator of which is actual number of months remaining in the term of the Franchise	Within 10 days of termination of your Franchise Agreement	Liquidated damages are payable if you terminate your Franchise Agreement without our consent or if we terminate it for cause.

<u>Obligation</u>	<u>Articles in Agreement Or Agreement Location</u>	<u>Item in FDD</u>
w. Non-competition covenants	Articles 8 and 13 of the Franchise Agreement	Items 12 and 17
x. Dispute resolution	Article 22 of the Franchise Agreement	Item 17
y. Other - Licensing and legal Compliance	Article 6 of the Franchise Agreement	Item 17

ITEM 10. FINANCING

We offer financing only as described below. We do not guarantee your note, lease or obligations.

You may pay for the opening inventory of food items, smallwares, uniforms and supplies that you purchase from us or our affiliate in three monthly installments with interest at an annual rate of eight (8%) percent. We may deduct these payments from your Franchise Commissions. There are no additional finance charges beyond the stated rate of interest, and outstanding amounts may be prepaid at any time without penalty. To secure your repayment obligations in connection with such financing, you agree to grant us or our affiliate a security interest in the inventory, operating assets and all other assets and any proceeds (including, but not limited to, all accounts receivable and the proceeds of any insurance) of your Franchised Business. The terms of such security interest are set forth at Section 6.15 of the Franchise Agreement. Additionally, if you are an entity, each shareholder, partner or member and their respective spouses shall personally guarantee such financing (in connection with the personal guarantee by such parties of your other obligations under the Franchise Agreement, in the form attached as Exhibit 7 of the Franchise Agreement).

The financing available to you for the opening inventory of food items, smallwares, uniforms and supplies described above shall be provided to you subject to the terms of your Franchise Agreement. As such, if you fail to make timely payment to us or our affiliate of any sums due in connection with such financing, in addition to such owed funds, you shall pay to us (either directly or on behalf of our affiliate) a late fee of \$25 for each day a monthly installment remains unpaid past the due date. In addition, under the terms of your Franchise Agreement, we will be entitled to recover from you all costs and expenses, including attorneys' fees, for any failure to pay any amounts when due in connection with such financing. Failure to pay any such amounts will also result in a violation of your Franchise Agreement, which, after the expiration of the 10 day notice and cure period under your Franchise Agreement, could result in the termination of your Franchised Business ~~and~~, the acceleration of all payments due within 15 days after the effective date of termination, and the obligation to reimburse Franchisor for its costs and expenses of enforcement, including its attorneys' fees, expert fees, court costs, travel and lodging costs and all other costs incurred in an action or proceeding enforcing its rights under the Franchise Agreement. Under the terms of your Franchise Agreement, with regard to any legal proceeding by the Franchisor against you to enforce its rights in connection with such financing, you also agree to waive your rights to a jury trial and to object to arbitration situated in Dallas County, Texas as the proper venue for such proceeding.

Table 5 - Projected Openings for next Fiscal Year as of June 30, 2025:

<u>State</u>	<u>Franchise Agreements Signed but Outlets Not Opened</u>	<u>Projected New Franchised Outlets in the Next Fiscal Year</u>	<u>Projected New Company Owned Outlets in the Next Fiscal Year</u>
Alabama	0	8	0
Arkansas	20	7	1
California	0	1	0
Colorado	10	4	0
Florida	20	31	0
Georgia	0	14	0
Illinois	0	1	0
Indiana	0	2	0
Kansas	0	3	0
Kentucky	0	1	0
Louisiana	0	10	0
Mississippi	0	4	0
Missouri	0	3	0
Nevada	0	1	0
New Jersey	20	2	0
New Mexico	0	4	0
New York	0	2	0
North Carolina	0	7	0
North Dakota	0	1	0
Oklahoma	20	6	0
South Carolina	0	7	0
Tennessee	0	7	0
Texas	30	27	0
Utah	0	1	0
Virginia	10	5	0
TOTAL	130	159	1

A list of all the names of all franchisees and the addresses and telephone numbers of their Franchised Businesses as well as a list of all the names, last known addresses and telephone numbers of every franchisee who has had a franchise agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement in our most recent fiscal year or who have not communicated with us within ten (10) weeks before the date of this disclosure document is attached to this disclosure document as Exhibit D. If you buy this Franchised Business, your contact information may be disclosed to other buyers when you leave this System.

Within the last three years, franchisees have signed confidentiality clauses with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about

their experience with the System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We do not know of a trademark-specific franchisee organization associated with the System that is required or has been asked to be disclosed in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit E is our audited balance sheets as of June 30, 2025 and June 30, 2024, and related audited statements of income and member's equity and statements of cash flows for the years ended June 30, 2025, June 30, 2024 and June 30, 2023. Hana Group Franchising, LLC does business under the name "Genji" and "Genji Franchising, LLC" and "Mai" and "Mai Franchising, LLC."

ITEM 22. CONTRACTS

The following agreements are attached to this disclosure document: (1) The Franchise Agreement; (2) Sublicense Agreement; (3) Satellite Amendment; (4) Guarantee; (5) Confidentiality, Non-Use and Non-Competition Agreement; (6) Confidentiality, Non-Use and Non-Competition Agreement Form; (7) Renewal Rider; (8) Transfer Approval; (9) Franchise Compliance Certification; (10) State Amendments; (11) Approval of Requested Transfer; and (12) General Release.

ITEM 23. RECEIPTS

Exhibit H to this disclosure document contains duplicate Receipts that will serve as an acknowledgement by you that you have received a copy of this disclosure document. You should sign both copies of the Receipt, return one copy to us and retain one for your records. If the Receipt pages, or any other page or Exhibit is missing from your copy of the franchise disclosure document, please contact us immediately.

~~See Exhibit H attached.~~

<p><u>INDIANA</u></p> <p>Franchise Section Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p> <p>Agent: Indiana Secretary of State</p>	<p><u>NEBRASKA</u></p> <p>Nebraska Department of Banking and Finance 1200 N Street P.O. Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445</p>
<p><u>NEW YORK</u></p> <p>Administrator: NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 212-416-8222</p> <p>Agent for Service: Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 473-2492</p>	<p><u>SOUTH DAKOTA</u></p> <p>Division of Securities 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823 773-3563</p> <p>Agent: Director of South Dakota Division Securities</p>
<p><u>NORTH DAKOTA</u></p> <p>North Dakota Insurance & Securities Department 600 East Boulevard Avenue, State Capitol, Fifth Floor, Dept 414 Bismarck ND North Dakota 58505-0510 Phone: 701-328-4712 701-328-2910</p> <p>Agent: Securities Insurance Commissioner</p>	<p><u>TEXAS</u></p> <p>Secretary of State P.O. Box 12887 Austin, Texas 78711</p>
<p><u>OREGON</u></p> <p>Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387</p> <p>Agent: Director of Oregon Department of Insurance and Finance</p>	<p><u>VIRGINIA</u></p> <p>State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p> <p>Agent: Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>

to the confidentiality agreements annexed hereto as Addendum 5 (the “Confidentiality, Non- Use and Non-Competition Agreement”) and Exhibit 2 (the “Confidentiality, Non-Use and Non-Competition Agreement Form”).

(b) The Confidential Operating Manual describes the System Standards that Franchisor periodically prescribes for operating the Franchised Business and information on some of Franchisee’s obligations under this Agreement. Franchisee agrees to keep its copy of the Confidential Operating Manual current and in a secure location.

(c) Franchisee acknowledges that Franchisee will not disclose the Confidential Operating Manual in whole or in part, except as provided herein and in accordance with the Confidentiality, Non-Use and Non-Competition Agreement (Addendum 5), the Confidentiality, Non-Use and Non-Competition Agreement Form (Exhibit 2) and Section 8.1 below. Franchisee shall not copy, duplicate, record or otherwise reproduce the Confidential Operating Manual in whole or in part. In the event Franchisee copies, duplicates, records or otherwise reproduces the Confidential Operating Manual in whole or in part or otherwise is in default under the Confidentiality, Non-Use and Non-Competition Agreement, then Franchisor shall have the right to terminate this Agreement in accordance with Article 23.

(d) If Franchisee’s copy of the Confidential Operating Manual is lost, destroyed or significantly damaged, Franchisee agrees to obtain a replacement copy of the Confidential Operating Manual at Franchisor’s then-current fee, which as of the Effective Date is \$250; provided, that any increase of our current \$250 fee will not exceed an additional \$25.

5.2 Training Program

(a) Franchisee acknowledges and agrees that for Franchisee’s first Sushi Bar only, Franchisee, or if Franchisee is an entity, its managing shareholder, member or partner who owns a majority of the voting and ownership interests in the Franchisee entity (the “Operating Principal”) is required to attend and complete, to Franchisor’s satisfaction, Franchisor’s initial training program (the “Initial Training Program”). Franchisor does not require Franchisee’s managers, employees or owners (other than the Operating Principal) to complete the Initial Training Program. However, Franchisee may request that its managers, employees or owners (other than the Operating Principal) attend the Initial Training Program and Franchisor may agree to provide the Initial Training Program to such individuals. Franchisor shall make available to Franchisee instructors and training materials for the Initial Training Program. All training materials provided are the property of Franchisor and are copyrighted.

(b) Franchisor charges a fee of \$2,000 to provide the Initial Training Program to the Franchisee or its Operating Principal at Franchisor’s principal office, or alternatively, upon Franchisee’s request and subject to Franchisor’s agreement, at the location of the Franchised Business (“Unit Training”). For each additional person who attends the Initial Training Program, Franchisor will charge a fee of \$1,500 per person. Franchisee acknowledges and agrees that Franchisee shall pay or reimburse Franchisor for all costs and expenses Franchisor incurs to provide the Unit Training to Franchisee or Franchisee’s managers, employees or owners (including the Operating Principal) (including travel, room and board, and living expenses of Franchisor’s personnel who provide the Unit Training). Franchisee shall pay for all travel, room and board,

(vi) In the event that Franchisee is responsible for developing its Sushi Bar at the Retail Location, then the construction and development of the Sushi Bar meets Franchisor's standards. If the Franchisor identifies instances where Franchisee's construction or development is inconsistent with, or does not meet Franchisor's standards, Franchisor may notify Franchisee in writing of such deficiencies, in which case Franchisee shall correct such deficiencies prior to opening.

(vii) Franchisee has executed all agreements required for the opening of the Franchised Business including this Agreement, the Sublicense Agreement for the location of the Sushi Bar and any other agreements required by Franchisor; and

(viii) Franchisee is not in default under any agreement with Franchisor, its affiliates or any third-party.

(b) If Franchisee fails to open the Franchised Business by the Commencement Date and fails to obtain a written extension of time from Franchisor, which extension Franchisor may decline or give in its sole discretion, Franchisor may in its sole discretion, terminate this Agreement as provided for in Section 13.5 herein.

6.2 Compliance with the Confidential Operating Manual

(a) Franchisee agrees and acknowledges that the Confidential Operating Manual shall be deemed to have been incorporated by reference into this Agreement. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation for the System, Franchisee expressly agrees to conduct the Franchised Business in accordance with the Confidential Operating Manual, other written directives that Franchisor may issue from time to time and any other manuals and materials created or approved for use in the operation of the Franchised Business.

(b) Franchisor may from time to time revise the contents of the Confidential Operating Manual and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or modified standard. Franchisee shall at all times ensure that the Confidential Operating Manual is kept current and up-to-date. In the event of any dispute as to the contents of the Confidential Operating Manual, the terms of the master copy of the Confidential Operating Manual maintained by Franchisor at Franchisor's corporate office will control.

(c) If Franchisee's copy of the Confidential Operating Manual is lost, destroyed or significantly damaged, Franchisee shall obtain a replacement copy of the Confidential Operating Manual from Franchisor and shall pay Franchisor its then-current fee for the replacement copy. Currently, the fee to obtain a replacement copy of the Confidential Operating Manual is \$250; provided, that any increase of our current \$250 fee will not exceed an additional \$25.

6.3 Management Requirements

(a) The Franchised Business shall at all times be under the direct, on-premises supervision of Franchisee, its Operating Principal or a manager previously approved by Franchisor in writing and not thereafter disapproved and who has completed all training required herein to Franchisor's satisfaction. Notwithstanding anything to the contrary above, Franchisee or its

9. Article 22 of the Franchise Agreement and Addendum 4 of the Franchise Agreement may require Franchisee submit all disputes to mediation or arbitration located in Dallas County, Texas. The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to both Franchisor and Franchisee and may not be remote from the location of Franchisee's Franchised Business.

10. Any provision in the Franchise Agreement which requires a franchisee to consent to a limitation of claims is subject to the applicable statute of limitations under North Dakota law with respect to Franchise Agreements issued in the State of North Dakota.

11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

12. Based upon the franchisor's financial condition, the North Dakota Insurance Commissioner has required a financial assurance. Therefore, the initial franchise fees owed by Franchisee shall be deferred until the Franchisor has fulfilled all of its initial obligations owed to Franchisee under the Agreement or other documents and the Franchisee has commenced doing business pursuant to the Agreement.

13. 9-In all other respects, the Agreement will be construed and enforced in accordance with its terms.

~~AMENDMENT TO HANA GROUP FRANCHISING, LLC~~
WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT,

~~FOR THE STATE OF WASHINGTON~~

AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

The Franchise Agreement between _____ and HANA GROUP FRANCHISING, LLC d/b/a Mai Franchising, LLC, dated _____, 20____ (the "Agreement"), shall be amended and superseded by the addition of the following language, which shall be considered an integral part of the Agreement:

- ~~1. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.~~
- ~~2. Section 2.3(c) of the Agreement provides that the Retail Operator may have the right to require that your Sushi Bar or Satellite Sushi Bar be relocated to another area located within the Retail Location, at your sole cost and expense, and franchisor is not obligated to compensate you or reimburse you for any costs or expenses associated with such relocation. This provision is hereby amended to provide that in connection with any relocation of your Sushi Bar or Satellite Sushi Bar within the Retail Location, franchisor shall provide you with reasonable assistance in connection with any such relocation and reimburse you for your reasonable, documented out of pocket costs and expenses associated with any such relocation.~~
- ~~3. Section 13.2(b) of the Agreement and Section 3(b) of the Satellite Amendment attached as Addendum 3 of the Agreement (the "Satellite Amendment") is hereby amended to provide that the franchisor may only terminate a Satellite Amendment for good cause following written notice to the franchisee, which shall include the lawful termination of the Agreement.~~
- ~~4. The Agreement is hereby amended to delete the first sentence of Section 13.2(b) and 13.4(1) of the Agreement, which provides that the franchisor may terminate the Agreement by written notice of termination to you in the event you are no longer permitted by the Retail Operator to operate a Sushi Bar at the Retail Location. In the unanticipated event a Vendor Agreement is terminated by a Retail Operator prior to the end of the term of the Agreement, franchisor will work in good faith with the affected franchisee to find a suitable replacement location to enable the franchisee to continue to operate its Sushi Bar or reach a mutual agreement with the franchisee to conclude the franchise relationship in good faith, which would include complying with the requirements under~~

~~RCW 19.100.180 to buy back, at fair market value, the franchisee's remaining inventory and supplies.~~

~~5. Section 25.2 of the Agreement does not apply in the State of Washington.~~

1. ~~6.~~ **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.

2. ~~7.~~ **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor ~~including the areas of termination and renewal of your franchise.~~ Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. ~~8.~~ **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. ~~9.~~ **General Release.** A release or waiver of rights ~~executed by a~~in the franchise agreement or related agreements purporting to bind the franchisee ~~may not include rights to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any ~~rule or order~~rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. ~~10.~~ **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. ~~11.~~ **Noncompetition Covenants.** 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~~ provision contained in the franchise agreement or elsewhere that ~~conflict~~ conflicts with these limitations ~~are~~ is void and unenforceable in Washington.

15. ~~12.~~ **Nonsolicitation Agreements.** 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.

16. ~~13.~~ **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any

franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

20. Section 2.3(c) of the Agreement provides that the Retail Operator may have the right to require that your Mai Sushi Bar or Mai Satellite Sushi Bar be relocated to another area located within the Retail Location, at your sole cost and expense, and franchisor is not obligated to compensate you or reimburse you for any costs or expenses associated with such relocation. This provision is hereby amended to provide that in connection with any relocation of your Mai Sushi Bar or Mai Satellite Sushi Bar within the Retail Location, franchisor shall provide you with reasonable assistance in connection with any such relocation and reimburse you for your reasonable, documented out-of-pocket costs and expenses associated with any such relocation.

21. Section 13.2(b) of the Agreement and Section 3(b) of the Satellite Amendment attached as Exhibit 3 of the Agreement (the “Satellite Amendment”) is hereby amended to provide that the franchisor may only terminate a Satellite Amendment for good cause following written notice to the franchisee, which shall include the lawful termination of the Agreement.

22. The Agreement is hereby amended to delete the first sentence of Section 13.2(b) and 13.4(1) of the Agreement, which provides that the franchisor may terminate the Agreement by written notice of termination to you in the event you are no longer permitted by the Retail Operator to operate a Mai Sushi Bar at the Retail Location. In the unanticipated event a Vendor Agreement is terminated by a Retail Operator prior to the end of the term of the Agreement, franchisor will work in good faith with the affected franchisee to find a suitable replacement location to enable the franchisee to continue to operate its Mai Sushi Bar or reach a mutual agreement with the franchisee to conclude the franchise relationship in good faith, which would include complying with the requirements under RCW 19.100.180 to buy back, at fair market value, the franchisee’s remaining inventory and supplies.

23. Section 25.2 of the Agreement does not apply in the State of Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20 ____.

**ADDENDUM TO THE HANA GROUP FRANCHISING, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA**

Item 17 of the Disclosure Document is amended by the addition of the following:

1. Section 51-19-09 of North Dakota Franchise Investment Law prohibits the waiver of punitive damages.
2. Section 9-08-06 of the North Dakota Century Code limits the Franchisor's ability to restrict your activity after the Franchise Agreement has ended.
3. The general release required as a condition of renewal of the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. North Dakota Franchise Investment Law Section 51-19-09 prohibits requiring a franchisee to consent to liquidated damages. Under the terms of the Franchise Agreement, as modified by the North Dakota Addendum to the Franchise Agreement, all references to liquidated damages are deleted.
5. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota.
6. Any provision in the Franchise Agreement which requires a franchisee to consent to the waiver of a trial by jury is deleted from Franchise Agreements issued in the State of North Dakota.
7. Any provision in the Franchise Agreement which requires a franchisee to consent to a limitation of claims is subject to the applicable statute of limitations under North Dakota law with respect to Franchise Agreements issued in the State of North Dakota.
8. Notwithstanding any provision in the Franchise Agreement that requires the Franchisee to pay all costs and expenses incurred by the Franchisor in enforcing the Franchise Agreement, the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees, with respect to Franchise Agreements issued in the State of North Dakota.
9. Item 17(r) of the Disclosure Document, Article 8 of the Franchise Agreement and Exhibit 5 of the Franchise Agreement may disclose or provide for certain covenants restricting competition to which franchisees must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
10. [Item 10 of the Disclosure Document, Article 22 of the Franchise Agreement and Addendum 4 may require Franchisee submit all disputes to mediation or arbitration located in Dallas County, Texas. The State of North Dakota has determined that parties agreeing to arbitration or](#)

mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to both Franchisor and Franchisee and may not be remote from the location of Franchisee's Franchised Business.

11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

12. Item 5 of the Disclosure Document is amended to state that based upon the franchisor's financial condition, the North Dakota Insurance Commissioner has required a financial assurance. Therefore, the initial franchise fees owed by franchisee shall be deferred until the franchisor has fulfilled all of its initial obligations owed to franchisee under the Franchise Agreement or other documents and the franchisee has commenced doing business pursuant to the Franchise Agreement.

The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or Texas law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than Texas law, as stated in Section 22.3 of the Franchise Agreement.

**WASHINGTON ADDENDUM TO THE ~~HANA GROUP FRANCHISING, LLC~~
FRANCHISE DISCLOSURE DOCUMENT
~~FOR THE STATE OF WASHINGTON~~**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

The Disclosure Document is amended to include the following:

~~Items 1, 8, 11, 12 and 17(e) are hereby amended to eliminate references to the franchisor's ability to terminate your franchise agreement in the event you are no longer permitted by the Retail Operator to operate a Sushi Bar at the Retail Location.~~

~~Items 8, 11, 12 and 17(e) are hereby amended to provide that franchisor shall only terminate a franchisee's right to operate a Satellite Sushi Bar for good cause, which shall include the lawful termination of your franchise agreement.~~

~~Item 12 of the Disclosure Document provides that a Retail Operator may have the right to require that your Sushi Bar or Satellite Sushi Bar be relocated to another area located within the Retail Location, at your sole cost and expense, and franchisor is not obligated to compensate you or reimburse you for any costs or expenses associated with such relocation. This disclosure is hereby amended to provide that in connection with any relocation of your Sushi Bar or Satellite Sushi Bar within the Retail Location, franchisor shall provide you with reasonable assistance in connection with any such relocation and reimburse you for your reasonable, documented out-of-pocket costs and expenses associated with any such relocation.~~

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor ~~including the areas of termination and renewal of your franchise.~~ Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights ~~executed by~~ in the franchise agreement or related agreements purporting to bind the franchisee ~~may not include rights to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any ~~rule or order~~ rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel—, in accordance with RCW 19.100.220(2). In addition, any such release or waiver ~~executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2)~~.

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~ contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Items 1, 8, 11, 12 and 17(e) are hereby amended to eliminate references to the franchisor's ability to terminate your franchise agreement in the event you are no longer permitted by the Retail Operator to operate a Mai Sushi Bar at the Retail Location.**

20. **Items 5 and 7 are hereby amended to provide that in lieu of an impound of franchise fees, the franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.**

21. Items 8, 11, 12 and 17(e) are hereby amended to provide that franchisor shall only terminate a franchisee's right to operate a Mai Satellite Sushi Bar for good cause, which shall include the lawful termination of your franchise agreement.

22. Item 12 of the Disclosure Document provides that a Retail Operator may have the right to require that your Mai Sushi Bar or Mai Satellite Sushi Bar be relocated to another area located within the Retail Location, at your sole cost and expense, and franchisor is not obligated to compensate you or reimburse you for any costs or expenses associated with such relocation. This disclosure is hereby amended to provide that in connection with any relocation of your Mai Sushi Bar or Mai Satellite Sushi Bar within the Retail Location, franchisor shall provide you with reasonable assistance in connection with any such relocation and reimburse you for your reasonable, documented out-of-pocket costs and expenses associated with any such relocation.

EXHIBIT G
STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
South Dakota	
Rhode Island	
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.

_____ Ahmad Al Bazi, Hana Group Franchising, LLC, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. His telephone number is (267) 264-2345.

_____ Other (Specify name, title, company, address and telephone number):

_____.

Hana Group Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in that particular state.

I have received a Franchise Disclosure Document with an issuance date of October 31, 2025. and with effective date(s) of state registration as described in the FDD. This Disclosure Document included the following Exhibits:

- ~~1.~~ [Exhibit A](#) State Administrators and Agents for Service of Process
- ~~2.~~ [Exhibit B](#) Franchise Agreement
- ~~3.~~ [Exhibit C](#) Confidential Operating Manual Table of Contents
- ~~4.~~ [Exhibit D](#) List of Franchisees
- ~~5.~~ [Exhibit E](#) Financial Statements
- ~~6.~~ [Exhibit F](#) State Addenda to Disclosure Document
- ~~7.~~ [Exhibit H](#) This Receipt

Date: _____

Franchisee: (Do Not Leave Blank)

Printed name: _____

Franchisee: _____

Printed name: _____

TO BE RETURNED TO:

You may return the signed receipt either by signing, dating, and mailing it to Hana Group Franchising, LLC at 6565 N. MacArthur Blvd. #330, Irving, Texas 75039, or by faxing a copy of the signed and dated receipt to Hana Group Franchising, LLC at (844) 802-7510.

_____ Ahmad Al Bazi, Hana Group Franchising, LLC, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. His telephone number is (267) 264-2345.

_____ Other (Specify name, title, company, address and telephone number):

_____.

Hana Group Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in that particular state.

I have received a Franchise Disclosure Document with an issuance date of October 31, 2025, and with effective date(s) of state registration as described in the FDD. This Disclosure Document included the following Exhibits:

- ~~1.~~ [Exhibit A](#) State Administrators and Agents for Service of Process
- ~~2.~~ [Exhibit B](#) Franchise Agreement
- ~~3.~~ [Exhibit C](#) Confidential Operating Manual Table of Contents
- ~~4.~~ [Exhibit D](#) List of Franchisees
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- ~~6.~~ [Exhibit F](#) State Addenda to Disclosure Document
- ~~7.~~ [Exhibit H](#) This Receipt

Date: _____

Franchisee: (Do Not Leave Blank)

Printed name: _____

Franchisee: _____

Printed name: _____

TO BE RETURNED TO:

You may return the signed receipt either by signing, dating, and mailing it to Hana Group Franchising, LLC at 6565 N. MacArthur Blvd. #330, Irving, Texas 75039, or by faxing a copy of the signed and dated receipt to Hana Group Franchising, LLC at (844) 802-7510.