



FRANCHISE DISCLOSURE DOCUMENT

Hana Group Franchising, LLC d/b/a

Mai Franchising, LLC

A Delaware limited liability company

~~6390 Hedgewood Drive, Suite 300~~

~~Allentown, PA 18106~~

6565 N. MacArthur Blvd. #330

Irving, Texas 75039

Tel (267) 264-2345

info@maifranchising.com

www.maifranchising.com

The franchisee will operate a Mai sushi bar specializing in pre-packaged and made-to-order sushi, Japanese food, soups, hot and cold rice, hot and cold noodle bowls, hot and cold vegetable bowls and other food items. The franchisee may be given the opportunity to operate one or more Mai satellite sushi bars.

The total investment necessary to begin operation of a new Mai sushi bar is from \$42,170 to \$133,500. This includes between \$13,470 and \$49,500 that must be paid to the franchisor or an affiliate. The total investment necessary to begin operation of a new Mai satellite sushi bar is from \$5,900 to \$25,500. This includes between \$4,150 and \$20,000 that must be paid to the franchisor or an affiliate.

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 ~~Reeta Ale Magar, 6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ Jarrod Pate, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039, telephone number (267) 264-2345.

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: October 16, 2024, as amended May 14, 2025.

TABLE OF CONTENTS	PAGE
ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
ITEM 2. BUSINESS EXPERIENCE.....	54
ITEM 3. LITIGATION.....	56
ITEM 4. BANKRUPTCY.....	6
ITEM 5. INITIAL FEES.....	76
ITEM 6. OTHER FEES.....	8
ITEM 7. ESTIMATED INITIAL INVESTMENT.....	17
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	23 <u>22</u>
ITEM 9. FRANCHISEE'S OBLIGATIONS.....	28 <u>27</u>
ITEM 10. FINANCING.....	29 <u>28</u>
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	31 <u>30</u>
ITEM 12. TERRITORY.....	42 <u>41</u>
ITEM 13. TRADEMARKS.....	44 <u>43</u>
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	45 <u>44</u>
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	46 <u>45</u>
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	47 <u>46</u>
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	47 <u>46</u>
ITEM 18. PUBLIC FIGURES.....	56 <u>55</u>
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	56 <u>55</u>
ITEM 20. OUTLET AND FRANCHISEE INFORMATION.....	57 <u>56</u>
ITEM 21. FINANCIAL STATEMENTS.....	59 <u>60</u>
ITEM 22. CONTRACTS.....	59 <u>61</u>
ITEM 23. RECEIPTS.....	59 <u>61</u>
EXHIBIT A	STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT B	FRANCHISE AGREEMENT AND RELATED MATERIALS EXHIBITS TO FRANCHISE AGREEMENT:
	1. PRINCIPAL TRADEMARKS
	2. SUBLICENSE AGREEMENT
	3. SATELLITE AMENDMENT
	4. GENERAL RELEASE
	5. CONFIDENTIALITY, NON-USE AND NON- COMPETITION AGREEMENT

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

To simplify the language in this disclosure document, “we,” “us” or “our” means Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, the “Franchisor.” “You” means the individual, corporation, limited liability company or partnership who buys the franchise, the Franchisee. If Franchisee is a corporation, limited liability or partnership, then “you” also includes Franchisee’s shareholders, members or partners.

The Franchisor:

We are a Delaware limited liability company formed on June 12, 2015 under the name Mai Franchising, LLC. We changed our name to Hana Group Franchising, LLC on September 30, 2021. We do business under the name “Mai” and “Mai Franchising, LLC.” Our principal business address is ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. Our telephone number is (267) 264-2345, our facsimile number is (844) 802-7510 and our email address is info@maifranchising.com. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service of process are shown on Exhibit A.

We offer franchises for the operation of sushi bars under the name Mai featuring a variety of pre-packaged and made-to-order sushi, Japanese food, soups, hot and cold rice, hot and cold noodle bowls, hot and cold vegetable bowls and other food items, which may change from time to time (the “Products”). We began offering Mai franchises in 2015. We previously have not conducted a business of the type to be operated by you, but our parent and affiliate has operated such businesses. We have had no predecessors during the 10-year period immediately before the close of our most recent fiscal year.

We also offer franchises for the operation of sushi bars under the name Genji featuring a variety of pre-packaged and made-to-order sushi, Japanese food, soups, hot and cold rice, hot and cold noodle bowls, hot and cold vegetable bowls and other food items, which may change from time to time. The offer of Genji franchises is made under a separate franchise disclosure document. We began offering Genji franchises in May 2022. As of October 16, 2024, we have sold 37 Genji franchises. Other than the Genji and Mai franchise offerings, we have not offered franchises in any other line of business. Other than the Genji franchise business, we do not currently operate any other business of the kind described in this disclosure document but we may do so in the future. We do not operate any other type of business other than the Mai and Genji franchise businesses. The primary difference between the Genji and Mai franchise offerings is that the Genji franchise offering is primarily offered within Whole Foods Market retail locations, while the Mai franchise offering is offered within the retail locations of our other third-party operator partners.

Our Parents, Predecessor and Affiliates:

Our parent is Hana Group US, LLC. It is a Delaware limited liability company formed originally as a Delaware corporation on April 22, 2016 and converted to a Delaware limited liability company on April 26, 2016. Hana Group US, LLC has a principal business address ~~of 6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. As part of an internal reorganization, our former parent and wholly-owned subsidiary of Hana Group US, LLC, Peace Dining Corporation, merged with and into Hana Group US, LLC, effective September 30, 2021. Peace Dining Corporation was a Pennsylvania corporation formed on February 13, 1997 under the name Genji Sushi

Express, Inc. Genji Sushi Express, Inc. changed its name to Genji, Inc. on January 1, 2008. Genji, Inc. changed its name to Peace Dining Corporation on December 30, 2011. From its formation to March 31, 2010, Peace Dining Corporation operated sushi bars under the name Genji which were similar to the franchised business offered in this Disclosure Document. Hana Group US, LLC currently does not operate a business similar to the franchised business offered in this Disclosure Document. Hana Group US, LLC has not offered franchises in this or any other line of business.

We have two affiliates: Hana Group Ops, LLC; and GHG Logistics, LLC. Hana Group Ops, LLC is a Delaware limited liability company. It was formed on March 31, 2010 under the name Genji Retail Support, Inc. On December 29, 2011, Genji Retail Support, Inc. changed its name to Genji, LLC and converted from a corporation to a limited liability company. Genji, LLC changed its name to Hana Group Ops, LLC on September 30, 2021. Hana Group Ops, LLC has a principal business address of ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~[6565 N. MacArthur Blvd. #330, Irving, Texas 75039](#). From April 1, 2010 to the present, Hana Group Ops, LLC has operated sushi bars under the name “Genji”, and from October 1, 2021 to the present, Hana Group Ops, LLC has operated sushi bars under the name “Mai”, each of which are similar to the franchised business offered in this Disclosure Document. As of October 16, 2024, Hana Group Ops, LLC operates 189 Genji sushi bars located in the United States and 20 Genji sushi bars located internationally. As of October 16, 2024, Hana Group Ops, LLC operates 1 Mai sushi bar located in the United States and 34 Mai sushi bars located internationally. In addition, Hana Group Ops, LLC assumed control of the distribution warehouses previously controlled by GHG Logistics, LLC (which is under common control and ownership with Hana Group Ops, LLC by Hana Group US, LLC), such that Hana Group Ops, LLC distributes the food products and supplies (including the Products or items needed to produce the Products) to franchisees and company-owned locations in support of the company-owned and franchised Mai Sushi Bars (and Mai Satellite Sushi Bars) and Genji sushi bars. Hana Group Ops, LLC has not offered franchises in this or any other line of business.

Our affiliate, GHG Logistics, LLC, is a Delaware limited liability company formed on March 31, 2010. GHG Logistics, LLC has a principal business address of ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~[6565 N. MacArthur Blvd. #330, Irving, Texas 75039](#). GHG Logistics, LLC provides logistical support for the distribution of food products and supplies to Mai and Genji franchisees and Mai and Genji company-owned and franchised sushi bar locations, among other activities. GHG Logistics, LLC does not operate a business similar to the franchised business offered in this Disclosure Document nor has it ever offered franchises in this or any other line of business.

The Franchise Offered:

We grant franchisees the right to develop and operate Mai sushi bars. Mai sushi bars are generally located in supermarkets, grocery stores, hospitals, corporate cafeterias and other similar locations (“Retail Locations”) operated by third-party operators (“Retail Operators”). Retail Locations are typically located in urban or suburban settings with proximity to residential areas or commercial areas. A Mai sushi bar that has Products prepared on-site at the Retail Location is called a “Mai Sushi Bar.” In some instances, we may offer to you the right to or require that you operate a display and/or merchandising case, which contains pre-packaged Products, within a Retail Location (a “Mai Satellite Sushi Bar”).

or other political subdivisions, there may be local regulations that regulate foods offered for sale, or that require posting of calorie content or other nutritional information.

ITEM 2. BUSINESS EXPERIENCE

President & CEO & Treasurer: Ashley Taylor

Ashley Taylor has been our President & CEO since March 2021. From September 2017 to March 2021, Ms. Taylor served as Chief Operating Officer for Acosta Sales and Marketing, 6600 Corporate Center Parkway, Jacksonville, Florida 32216.

Chief ~~Financial~~ Human Resources Officer: ~~Sarah Nelson~~ & Secretary: April Legere

~~Sarah Nelson~~ April Legere has been our Chief ~~Financial Officer since June 2023. From October 2020 to May 2023, Ms. Nelson served as Senior Director New Business Development, Sourcing for Walmart Inc.~~ Human Resources Officer & Secretary since March 2025. From April 2022 to March 2025, Ms. Legere served as Vice President of Human Resources for our parent, Hana Group US, LLC, located at 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. From December 2021 to May 2022, Ms. Legere served as Vice President, People Partner for Figma, located in San Francisco, California. August 2016 to December 2021, Ms. Legere served as varying levels of HR Partner at Sam's Club, located in Bentonville, Arkansas. From March 2019 to October 2020, Ms. Nelson served as Head of Finance, Sourcing for Walmart Inc. located in Bentonville, Arkansas.

~~Chief Operating Officer: Don Woods~~

~~Don Woods has served as our Chief Operating Officer since July of 2024. From September 2019 to June 2024, Mr. Woods served as the Global Vice President of Culinary at Whole Foods Market located in Austin, Texas.~~

Vice President of Retail Development: Bill Rosenzweig

Bill Rosenzweig has been our Vice President of Retail Development since March 2022. From February 2020 to March 2022, Mr. Rosenzweig served as our Director of Growth. From September 2014 to February 2020, Mr. Rosenzweig served as Director of Marketing and Creative for our parent, Hana Group US, LLC, located at ~~6390 Hedgewood Drive, Suite 300, Allentown, Pennsylvania 18106.~~ 6565 N. MacArthur Blvd. #330, Irving, Texas 75039.

~~Director~~ Vice President of Franchise Operations: ~~Reeta Ale Magar~~ Jarrold Pate

~~Reeta Ale Magar~~ Jarrold Pate has been our ~~Director~~ Vice President of Franchise Operations since ~~December 2023~~ March 2025. From June 2021 to ~~December 2023, Ms. Ale Magar served as our Area Manager (for the Indiana, Illinois, Minnesota, Nebraska and Wisconsin region) since June 2021. From January 2019 to June 2021, Ms. Ale Magar served as Area Supervisor for Hissho Sushi LLC located in Charlotte, North Carolina.~~ March 2025, Mr. Pate served as our Vice President of Operations. From November 2020 to June 2021, Mr. Pate served as Vice President, Client Development for Acosta Sales & Marketing, located at 4204 S. Pinnacle Hills Pkwy #101, Rogers, Arkansas 72758. From June 2018 to

November 2020, Mr. Pate served as Director, Merchandise Activity Planning (Meat & Seafood) at Walmart Stores Inc., 702 Southwest Eighth Street, Bentonville, Arkansas 72716.

Vice President of Company Owned Operations: Charles Bailey

Charles Bailey has been our Vice President of Company Owned Operations since March 2025. From February 2024 to March 2025, Mr. Bailey served as our Vice President of Franchise Operations. From July 2023 to January 2024, Mr. Bailey served as our Senior Director, Kiosk Operations. From April 2020 to July 2023, Mr. Bailey served as our Director of Operations. From October 2015 to April 2020, Mr. Bailey served as a Regional Manager for our affiliate, Hana Group Ops, LLC (formerly known as Genji, LLC), located at 6565 N. MacArthur Blvd. #330, Irving, Texas 75039.

Senior Director of Operations: Javier Vega

Javier Vega has been our Director of Operations since March 2025. From March 2023 to March 2025, Mr. Vega served as our Director of Operations. From May 2022 to February 2023, Mr. Vega served as Director of Operations for our affiliate, Hana Group Ops, LLC, located at 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. From November 2018 to May 2022, Mr. Vega served as an Area Manager for our affiliate, Hana Group Ops, LLC, based in Jacksonville, Florida.

Director of Operations: Emily Bell

Emily Bell has been our Director of Operations since December 2023. From August 2021 to December 2023, Ms. Bell served as our Senior Operations Trainer. From June 2015 to August 2021, Ms. Bell served as an Area Manager for the South Carolina and Washington State regions for our affiliate, Hana Group Ops, LLC (formerly known as Genji, LLC), located at ~~6390 Hedgewood Drive, Suite 300, Allentown, Pennsylvania 18106.~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039.

Director of Operations: Mikko Chua

Mikko Chua has been our Director of Operations since December 2023. From May 2016 to December 2023, Mr. Chua served as an Area Manager for us and for our affiliate, Hana Group Ops, LLC (formerly known as Genji, LLC), located at ~~6390 Hedgewood Drive, Suite 300, Allentown, Pennsylvania 18106.~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039.

~~Director of Operations: Javier Vega~~

~~Javier Vega has been our Director of Operations since March 2023. From May 2022 to February 2023, Mr. Vega served as Director of Operations for our affiliate, Hana Group Ops, LLC, located at 6390 Hedgewood Drive, Suite 300, Allentown, Pennsylvania 18106. From November 2018 to May 2022, Mr. Vega served as an Area Manager for our affiliate, Hana Group Ops, LLC, based in Jacksonville, Florida.~~

Director of Operations: Tin Lu Win

Tin Lu Win has been our Director of Operations, Franchise Support since April 1, 2024. From October 2023 to March 2024, Mr. Win served as Assistant Controller for Lakewood Country Club in Lakewood, Texas. From August 2022 to May 2023, he served as Deputy Director of Business Development for

Frontiir Corporation US in San Jose, California. From May 2015 to April 2022, Mr. Win served as Chief Operating Officer at GBC Food Services, LLC dba Yummi Sushi located in Farmers Branch, Texas.

Franchise Compliance Manager: Peter Lasaw

Peter Lasaw has been our Franchise Compliance Manager since June 2024. From September 2022 to May 2024, Mr. Lasaw served as a Franchise Operations Consultant for Saikou Inc located in Harrisburg, PA. From March 2019 to July 2022 Mr. Lasaw served as Sr. Franchise Training and Development Manager for Fujisan Franchising Corp located in Santa Fe Springs, CA.

~~**Vice President of Operations: Jarrod Pate**~~

~~Jarrod Pate has been our Vice President of Operations since June 2021. From November 2020 to June 2021, Mr. Pate served as Vice President, Client Development for Acosta Sales & Marketing, located at 4204 S. Pinnacle Hills Pkwy #101, Rogers, Arkansas 72758. From June 2018 to November 2020, Mr. Pate served as Director, Merchandise Activity Planning (Meat & Seafood) at Walmart Stores Inc., 702 Southwest Eighth Street, Bentonville, Arkansas 72716.~~

~~**Vice President of Franchise Operations: Charles Bailey**~~

~~Charles Bailey has been our Vice President of Franchise Operations since February 2024. From July 2023 to January 2024, Mr. Bailey served as our Senior Director, Kiosk Operations. From April 2020 to July 2023, Mr. Bailey served as our Director of Operations. From October 2015 to April 2020, Mr. Bailey served as a Regional Manager for our affiliate, Hana Group Ops, LLC (formerly known as Genji, LLC), located at 6390 Hedgewood Drive, Suite 300, Allentown, Pennsylvania 18106.~~

ITEM 3. LITIGATION

There is no litigation that must be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee:

You must pay to us an initial franchise fee (“Initial Franchise Fee”) in a lump sum payment upon signing the Franchise Agreement. The Franchise Agreement will either have a term of three (3) years or five (5) years. If the term of your Franchise Agreement is three (3) years, the Initial Franchise Fee is \$3,500. If the term of your Franchise Agreement is five (5) years, the Initial Franchise Fee is \$4,500.

The Initial Franchise Fee is nonrefundable and will be deemed fully earned upon signing the Franchise Agreement.

There is no Initial Franchise Fee for a Mai Satellite Sushi Bar.

Totals	16	24-96	
---------------	-----------	--------------	--

We reserve the right to amend, modify, supplement, vary and/or delete any portion of the contents of the Initial Training Program.

All training will be conducted or supervised by our ~~Director of Franchise Operations, Reeta Ale Magar, or conducted by our Corporate Trainer, Drannon Tant, our~~ Franchise Compliance Manager, Peter Lasaw, our Trainer, Rogelio Cervantes, or one of our Area Managers.

~~Reeta Ale Magar, Drannon Tant and Peter Lasaw provide training in the areas of customer service, inventory management and operations management. Ms. Ale Magar has 11 years of experience in customer service, 8 years of experience in inventory management and 9 years of experience in sushi operations, Mr. Tant has 9 years of experience in customer service, inventory management and sushi operations, and Mr. Lasaw has 20 years of experience in customer service, inventory management and sushi operations. Ms. Ale Magar has been with the Franchisor since June 2021, and with its affiliate, Hana Group Ops, LLC (formerly known as Genji, LLC), from October 2012 to October 2017, Mr. Tant has been with the Franchisor since April 2023, and Mr. Lasaw has been with the Franchisor since June 2024.~~

Peter Lasaw and Rogelio Cervantes provide training in the areas of customer service, inventory management and operations management. Mr. Lasaw has 20 years of experience in customer service, inventory management and sushi operations, and Mr. Cervantes has over 10 years of experience in the areas of customer service, inventory management, operations management and sushi operations. Mr. Lasaw has been with the Franchisor since June 2024, and Mr. Cervantes has been with the Franchisor since October 2024.

Each of our Area Managers has a minimum of 5 years of experience in kitchen operations, customer service, inventory management and operations management. Our Area Managers have been with us or our affiliates between 1 month to 21 years.

The Initial Training Program may also be conducted by other qualified personnel including managers, supervisors and consultants whose services we may retain for specific training courses; provided, that any of our personnel that conducts the Initial Training Program or any additional training described below shall have a minimum of 5 years of experience in kitchen operations, customer service, inventory management and operations management. No other formal training staff is maintained at present.

We intend to conduct the Initial Training Program on a monthly basis but will conduct it more frequently as needed, in our sole discretion. The materials used for the Initial Training Program include the Confidential Operating Manual, checklists, quizzes, recipes, other handouts, software applications, product samples and/or hands-on materials.

We may offer and/or require that you or your Operating Principal and/or previously trained managers, employees and/or owners attend and complete additional training courses that we either periodically choose to provide or otherwise may require, at the times and locations that we designate. You must pay to us, for each person attending such additional training, the training fee then charged by

<u>Provision</u>	<u>Article in Franchise Agreement</u>	<u>Summary</u>
		of Pennsylvania but is enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of the state where the Franchised Business is located. The choice of law is subject to applicable law.

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our System.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting ~~Reeta Ale Magar, 6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~[Jarrod Pate, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039](mailto:Jarrod.Pate@franchise.com), (267) 264-2345, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20. OUTLET AND FRANCHISEE INFORMATION

Table 1 – System-wide Outlet Summary for Years 2022/2023/2024:

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of Year</u>	<u>Outlets at the End of Year</u>	<u>Net Change</u>
Franchised	2022	44	54	+10
	2023	54	76	+22
	2024	76	120	+44
Company Owned ¹	2022	2	2	0
	2023	2	9	+7
	2024	9	3	-6
Total Outlets	2022	46	56	+10

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“AGREEMENT”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____ (“EFFECTIVE DATE”), BETWEEN HANA GROUP FRANCHISING, LLC d/b/a Mai Franchising, LLC, A DELAWARE LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL OFFICE AT ~~6390 HEDGEWOOD DRIVE, SUITE 300, ALLENTOWN, PA 18106~~ 6565 N. MACARTHUR BLVD. #330, IRVING, TEXAS 75039 (“FRANCHISOR”), AND _____ A _____ WHOSE PRINCIPAL ADDRESS IS _____ (“FRANCHISEE”).

RECITALS

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort and money, has developed a distinctive, proprietary System (as hereinafter defined) relating to the establishment and operation of a business under the name Mai engaged in operating sushi bars and satellite sushi bars specializing in pre-packaged and made-to-order sushi, Japanese food, soups, hot and cold rice, hot and cold noodle bowls, hot and cold vegetable bowls and other food items (the “Products”).

WHEREAS, the distinguishing characteristics of the System include a unique layout, a special selection of Products which are prepared by using proprietary procedures, recipes and preparations (which may be changed from time to time), designated methods of operations, a training program, unique trade dress (including color schemes, patterns, design, décor and layout) and marketing and promotional programs and materials (the “System”);

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, symbols, emblems and indicia of origin as are now designated and may hereinafter be designated by Franchisor in writing (the “Principal Trademarks”) which are owned by Franchisor’s parent, Hana Group US, LLC, and with whom Franchisor has entered into a perpetual license to use and license others to use the Principal Trademarks;

WHEREAS, Franchisor has obtained and seeks to obtain rights to locations in which to place Mai sushi bars and/or Mai satellite sushi bars that are typically contained within third-party supermarkets, grocery stores, hospitals, corporate cafeterias and other similar locations (“Retail Locations”);

WHEREAS, a Mai sushi bar that has Products prepared on-site at the Retail Location is defined as a “Mai Sushi Bar” and a display and/or merchandising case, which contains pre- packaged Products with a Retail Location is defined as a “Mai Satellite Sushi Bar”;

WHEREAS, for purposes of this Franchise Agreement, the business operated by a Mai Sushi Bar or a Mai Satellite Sushi Bar is hereinafter referred to as the “Franchised Business”;

WHEREAS, Franchisee desires to obtain a franchise to operate and develop a business as a Mai Sushi Bar and operate one or more businesses as Mai Satellite Sushi Bars if the same are offered to Franchisee under this Franchise Agreement;

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high uniform standards of quality and service and the necessity of operating the Franchised Business in

(b) The Confidential Operating Manual and the terms contained therein are incorporated by reference in this Agreement, form a part of this Agreement and are enforceable pursuant to the terms of this Agreement.

19.2 No Oral Modification

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that Franchisor’s obligations are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

XX. NOTICES

20.1 Notices

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party personally, by certified mail (and return receipt requested, postage prepaid) or by documented overnight delivery with a reputable carrier and will be effective on the date that delivery is documented to have been first attempted. Any notice to Franchisor will be addressed to Franchisor at:

Hana Group Franchising, LLC d/b/a Mai Franchising, LLC
~~6390 Hedgewood Drive, Suite 300~~
~~Allentown, PA 18106~~
~~Attn: Reeta Ale Magar~~[6565 N. MacArthur Blvd. #330](mailto:jarrod.pate@hanagroup.com)
[Irving, Texas 75039](mailto:jarrod.pate@hanagroup.com)
[Attn: Jarrod Pate](mailto:jarrod.pate@hanagroup.com)

With a copy to:
Klehr Harrison Harvey & Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Attn: Justin D. Csik, Esq.

Any notice to Franchisee will be sent
to: Franchisee

Either party to this Agreement may, in writing on ten (10) days’ notice, inform the other of a new or changed address to which notices under this Agreement should be sent.

**FRANCHISE AGREEMENT
EXHIBIT 2**

SUBLICENSE AGREEMENT

This Sublicense Agreement (this "Agreement") is made by and between Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, having an address at ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ 6565 N. MacArthur Blvd. #330, Irving, Texas 75039 ("Sublicensor") and _____, having an address at _____ ("Sublicensee") this ___ day of _____, 20__.

WITNESSETH:

WHEREAS, pursuant to a vendor license agreement or similar agreement (a "Vendor Agreement") between _____ ("Retail Operator") and Sublicensor, the Retail Operator has licensed space within one or more of their Retail Locations to Sublicensor for the purpose of Sublicensor, its affiliates or franchisees of Sublicensor to operate a Mai Sushi Bar or Mai Satellite Sushi Bar;

WHEREAS, the Vendor Agreement grants Sublicensor the right to sublicense to franchisees of Sublicensor a license to operate a Mai Sushi Bar or Mai Satellite Sushi Bar to be located on the licensed premises; and

WHEREAS, Sublicensor and Sublicensee agree that the purpose of this Agreement is to allow the Sublicensee to operate a Mai Sushi Bar or Mai Satellite Sushi Bar under the terms of the Vendor Agreement attached hereto and the Franchise Agreement with Hana Group Franchising, LLC d/b/a Mai Franchising, LLC dated _____ (the "Franchise Agreement").

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. The premises licensed to Sublicensee hereunder are for the operation of a _____ (indicate either a Mai Sushi Bar or a Mai Sushi Satellite Bar).
2. The premises licensed to Sublicensee hereunder are located within a _____ located at _____ (the "Licensed Premises").
3. Sublicensee has inspected the Licensed Premises and accepts the same as is.
4. [Reserved.]
5. Sublicensee is also aware that changes between the Retail Operator and Sublicensor may be incorporated into this Agreement, the Vendor Agreement or other agreements between the parties and the Sublicensor and Sublicensee agree to negotiate in good faith to modify this Agreement, as may be necessary.
6. Sublicensor hereby sublicenses the Licensed Premises to the Sublicensee for the term commencing on the date first written above and terminating on the earlier of (i) _____ or (ii) the date the Vendor Agreement expires or is terminated minus one (1) day. In no event shall the term of this

**FRANCHISE AGREEMENT
EXHIBIT 3**

SATELLITE AMENDMENT

This Satellite Amendment (“Agreement”), dated this ____ day of _____, by and between Hana Group Franchising, LLC d/b/a Mai Franchising, LLC (“Franchisor”) having an address at ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ 6565 N. MacArthur Blvd. #330, Irving, Texas 75039, (“Franchisee”), having an address at

WITNESSETH:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchises for the operation of Mai sushi bars and Mai satellite sushi bars specializing in pre-packaged and made to order sushi, Japanese food, soups, hot and cold rice, hot and cold noodle bowls, hot and cold vegetable bowls and other food items; and

WHEREAS, Franchisee is an individual or entity which has entered into a Franchise Agreement with Franchisor (“Franchise Agreement”) for the operation of a Mai Sushi Bar;

WHEREAS, Franchisee desires to operate a Mai Satellite Sushi Bar and Franchisor desires to grant to Franchisee the right to operate a Mai Satellite Sushi Bar; and

WHEREAS, any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement and/or the Sublicense Agreement, as applicable.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Grant of Sublicense.

a. Franchisor hereby grants Franchisee a license to operate a Mai Satellite Sushi Bar in accordance with terms and conditions of this Agreement. Franchisee shall operate a Mai Satellite Sushi Bar located within a _____ located at _____, which Franchisee agrees and acknowledges is located in proximity to an existing operating Mai Sushi Bar operated by Franchisee at the following address: _____.

b. Franchisee agrees and acknowledges that this Agreement grants a separate license from the license granted in the Franchise Agreement for the operation of Mai Sushi Bar. Franchisee further agrees and acknowledges that this Agreement may expire or be terminated without expiration or termination of the Franchise Agreement.

c. Franchisee understands that its Mai Satellite Sushi Bar is not a Mai Sushi Bar and that the Mai Satellite Sushi Bar will only operate with the support of the Franchisee’s Mai Sushi Bar, as provided for in the Franchise Agreement, the Confidential Operations Manual or otherwise set forth in writing by Franchisor.

**FRANCHISE AGREEMENT
EXHIBIT 5**

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT

AGREEMENT, dated this _____ day of _____, by and between Hana Group Franchising, LLC d/b/a Mai Franchising, LLC (“Franchisor”) having an address at ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039, _____ having an address at _____ (“Franchisee”), and _____ having an address at _____, _____ having an address at _____ and _____ having an address at _____ (collectively the “Owners”).

WITNESSETH:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchises in the business of operating Mai sushi bars and Mai satellite sushi bars offering pre-packaged and made to order sushi, Japanese food, soups, hot and cold rice, hot and cold noodle bowls, hot and cold vegetable bowls and other food items; and

WHEREAS, Franchisee is an individual or entity which has entered into a Franchise Agreement with Franchisor (“Franchise Agreement”); and

WHEREAS, during the course of the relationship between Franchisor and Franchisee certain information has been and/or will be provided to and received by Franchisee and its Owners relating to the Franchisor, including without limitation, certain knowledge, know-how, methods and procedures some of which constitute trade secrets under applicable law regarding: (i) the Franchisor, its affiliates and its subsidiaries; (ii) the development, management and operation of Mai franchised businesses, including without limitation: (a) the Confidential Operating Manual; (b) operational specifications, standards, systems and procedures and knowledge and experience used in developing and operating the System; (c) recipes, preparation instructions and methods for preparation of various menu items and inventory system methods including those relating to inventory control, storage, product and handling; (d) site selection criteria; (e) training and operations materials and manuals; (f) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (g) business forms and accounting procedures; (h) Advertising Materials, Social Media Materials and use of Social Media Platforms; (i) database material, customer lists, records, files, instructions and other proprietary information; (j) identity of suppliers and knowledge of supplier discounts, specifications, processes, procedures and equipment, contract terms, pricing for authorized products, materials, supplies and equipment; (k) any computer software or similar technology which is proprietary to Franchisor or its affiliates, including without limitation digital passwords and identifications and any source code, as well as data, reports and other printed materials; (l) knowledge of the operating results and financial performance of the System other than the Franchised Business; and (m) graphic designs and related intellectual property (collectively “Confidential Information”) which Franchisor and its affiliates consider proprietary.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

**FRANCHISE AGREEMENT
EXHIBIT 8**

EQUIPMENT LEASE AGREEMENT (SUSHI ROBOT)

EQUIPMENT LEASE AGREEMENT

This EQUIPMENT LEASE AGREEMENT (as it may be amended from time to time, this “**Agreement**”), dated as of [DATE], is entered into by and between Hana Group Franchising, LLC d/b/a [Mai Franchising, LLC/Genji Franchising, LLC], a Delaware limited liability company having its principal place of business at ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039 (“**Lessor**”), and [FRANCHISEE NAME], [an individual/a [STATE OF ORGANIZATION] [ENTITY TYPE] having an address at [FRANCHISEE BUSINESS ADDRESS] (“**Lessee**,” and together with Lessor, the “**Parties**,” and each, a “**Party**”).

WHEREAS, Lessor is in the business of offering for sale [Mai/Genji] Sushi Bar and [Mai/Genji] Satellite Sushi Bar franchise locations (each, a “**Franchised Business**”);

WHEREAS, Lessee is in the business of operating a Franchised Business located at [LOCATION OF FRANCHISEE’S FRANCHISED LOCATION] (the “**Franchise Location**”); and

WHEREAS, Lessee has expressed interest to Lessor to utilize the Unit (as hereinafter defined) in connection with the operation of its Franchised Business, and, as such, Lessee desires to lease the Unit from Lessor, and Lessor desires to lease the Unit to Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Equipment. Lessor hereby leases the sushi robot roller and cutter described in Exhibit A attached hereto (the “**Unit**”) to Lessee and Lessee hereby accepts the Unit for all purposes of this Agreement and leases the Unit from Lessor subject to the terms and conditions of this Agreement.
2. Delivery Location. The delivery location under this Agreement is the Franchise Location.
3. True Lease. The Parties intend that this Agreement shall constitute a true lease under applicable law. Lessor has title to the Unit at all times. Lessee acquires no ownership, title, property, right, equity, or interest in the Unit other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement.
4. Security Interest. The Parties intend and agree that, if this Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and Section 1 hereof shall be deemed to grant a lien on and first priority security interest in the Unit and all proceeds thereof, to secure the payment of Lessee’s obligations under this Agreement. Lessor and Lessee each agree to execute, acknowledge, deliver, file, and record, or cause to be executed, acknowledged, delivered, filed, and recorded such further documents (including

**EXHIBIT H
RECEIPT**

Hana Group Franchising, LLC d/b/a Mai Franchising, LLC FDD # -

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 Hana Group Franchising, LLC d/b/a Mai Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Hana Group Franchising, LLC d/b/a Mai Franchising, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

The franchisor is Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039. Its telephone number is (267) 264-2345.

Issuance Date: October 16, 2024, as amended May 14, 2025.

The franchise seller(s) for this offering is/are (check all that apply):

Jarrod Pate, Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. His telephone number is (267) 264-2345.

Reeta Ale Magar, Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039. Her telephone number is (267) 264-2345.

Dan Hkawng Kumhphang, Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. His telephone number is (267) 264-2345.

Peter Lasaw, Hana Group Franchising, LLC d/b/a Mai 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 d/b/a Mai 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 16, 2024, [as amended May 14, 2025](#), and with effective date(s) of state registration as described in the FDD. This Disclosure Document included the following Exhibits:

1. State Administrators and Agents for Service of Process
2. Franchise Agreement
3. Confidential Operating Manual Table of Contents
4. List of Franchisees
5. Financial Statements
6. State Addenda to Disclosure Document
7. 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 d/b/a Mai Franchising, LLC at ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ [6565 N. MacArthur Blvd. #330, Irving, Texas 75039](#), or by faxing a copy of the signed and dated receipt to Hana Group Franchising, LLC d/b/a Mai Franchising, LLC at (844) 802-7510.

EXHIBIT H RECEIPT

Hana Group Franchising, LLC d/b/a Mai Franchising, LLC FDD # -

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 Hana Group Franchising, LLC d/b/a Mai Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Hana Group Franchising, LLC d/b/a Mai Franchising, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

The franchisor is Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039. Its telephone number is (267) 264-2345.

Issuance Date: October 16, 2024, as amended May 14, 2025.

The franchise seller(s) for this offering is/are (check all that apply):

Jarrod Pate, Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. His telephone number is (267) 264-2345.

Reeta Ale Magar, Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~6565 N. MacArthur Blvd. #330, Irving, Texas 75039. Her telephone number is (267) 264-2345.

Dan Hkawng Kumhphang, Hana Group Franchising, LLC d/b/a Mai Franchising, LLC, 6565 N. MacArthur Blvd. #330, Irving, Texas 75039. His telephone number is (267) 264-2345.

Peter Lasaw, Hana Group Franchising, LLC d/b/a Mai 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 d/b/a Mai 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 16, 2024, [as amended May 14, 2025](#), and with effective date(s) of state registration as described in the FDD. This Disclosure

Document included the following Exhibits:

1. State Administrators and Agents for Service of Process
2. Franchise Agreement
3. Confidential Operating Manual Table of Contents
4. List of Franchisees
5. Financial Statements
6. State Addenda to Disclosure Document
7. 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 d/b/a Mai Franchising, LLC at ~~6390 Hedgewood Drive, Suite 300, Allentown, PA 18106~~ [6565 N. MacArthur Blvd. #330, Irving, Texas 75039](#), or by faxing a copy of the signed and dated receipt to Hana Group Franchising, LLC d/b/a Mai Franchising, LLC at (844) 802-7510.