



FRANCHISE DISCLOSURE DOCUMENT

Hana Group Franchising, LLC d/b/a
Genji Franchising, LLC
A Delaware limited liability company
[6565 N. MacArthur Blvd. #330](#)
[Irving, Texas 75039](#)
~~6390 Hedgewood Drive, Suite 300~~
~~Allentown, PA 18106~~
Tel (267) 264-2345
franchise@hanagroup.eu
<https://franchise.hanagroup.eu>

The franchisee will operate a Genji 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 Genji satellite sushi bars. Genji sushi bars and Genji satellite sushi bars are located within retail locations operated by third-party operators.

The total investment necessary to begin operation of a new Genji 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 Genji 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](#).

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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 Genji 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 “Genji” and “Genji Franchising, LLC” and “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 franchise@hanagroup.eu. 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 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 “Products”). We began offering Genji franchises in May 2022.

We also 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 offer of Mai franchises is made under a separate franchise disclosure document. We began offering Mai franchises in 2015, and Mai franchises are offered through a separate franchise disclosure document. As of the date of this franchise disclosure document, we have sold 168 Mai franchises. Other than the Genji and Mai franchise offerings, we have not offered franchises in any other line of business. Other than the Mai 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 Genji and Mai 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 the date of this Disclosure Document, Hana Group Ops, LLC operates 189 Genji sushi bars located in the United States and 20 Genji sushi bars located internationally. As of the date of this Disclosure Document, 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 Genji Sushi Bars (and Genji Satellite Sushi Bars) and Mai 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 Genji sushi bars. Genji 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 Genji sushi bar that has Products prepared on-site at the Retail Location is called a “Genji 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 “Genji Satellite Sushi Bar”).

statement on menu boards about the availability of additional information. In some states, municipalities 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 Genji Satellite Sushi Bar.

default enabling us to terminate the Franchise Agreement. We will not refund the Initial Franchise Fee if you or your Operating Principal is unable to complete the Initial Training Program.

INITIAL TRAINING PROGRAM:

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of on the Job Training</u>	<u>Location</u>
Days 1-2			
Orientation and Food Safety	16		the location of your Franchised Business, unless otherwise agreed or designated
Days 3-12			
Customer Service, Inventory Management, Kitchen Operations, Food Safety and Operations		24-96	the location of your Franchised Business, unless otherwise agreed or designated
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 Compliance Manager, Peter Lasaw, our Trainer, Drannon Tant~~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.

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@hana.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	0	0	0
	2023	0	13	+13
	2024	13	37	+24
Company Owned ¹	2022	226	228	+2
	2023	228	215	-13
	2024	215	188	-27
Total Outlets	2022	226	228	+2
	2023	228	228	0
	2024	228	225	-3

¹Company Owned locations are operated by Hana Group Ops, LLC, an affiliate of Franchisor.

Table 2 – Transfers of Outlets From Franchisees to New Owners (Other than Franchisor) for Years 2022/2023/2024:

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
All States	2022	0
	2023	0
	2024	0

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“AGREEMENT”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____ (“EFFECTIVE DATE”), BETWEEN HANA GROUP FRANCHISING, LLC d/b/a Genji 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 Genji 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 Genji sushi bars and/or Genji satellite sushi bars that are typically contained within third-party supermarkets, grocery stores, hospitals, corporate cafeterias and other similar locations (“Retail Locations”);

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

WHEREAS, for purposes of this Franchise Agreement, the business operated by a Genji Sushi Bar or a Genji 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 Genji Sushi Bar and operate one or more businesses as Genji 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

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 Genji Franchising, LLC
~~6390 Hedgewood Drive, Suite 300~~
~~Allentown, PA 18106~~
~~Attn: Reeta Ale Magar~~6565 N. MacArthur Blvd. #330
Irving, Texas 75039
Attn: Jarrod Pate

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.

XXI. MISCELLANEOUS

21.1 Execution, Construction and Interpretation

(a) This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic execution signatures will be considered as binding and conclusive as if original, provided that any party so executing must use all commercially reasonable efforts to furnish to the other party(ies) the originally executed document at the earliest opportunity.

(b) The titles and subtitles of the various Articles, Sections and subsections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The terms used in this

**FRANCHISE AGREEMENT
EXHIBIT 2**

SUBLICENSE AGREEMENT

This Sublicense Agreement (this "Agreement") is made by and between Hana Group Franchising, LLC d/b/a Genji 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 Genji Sushi Bar or Genji Satellite Sushi Bar;

WHEREAS, the Vendor Agreement grants Sublicensor the right to sublicense to franchisees of Sublicensor a license to operate a Genji Sushi Bar or Genji 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 Genji Sushi Bar or Genji Satellite Sushi Bar under the terms of the Vendor Agreement attached hereto and the Franchise Agreement with Hana Group Franchising, LLC d/b/a Genji 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 Genji Sushi Bar or a Genji 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 Genji 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 Genji sushi bars and Genji 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 Genji Sushi Bar;

WHEREAS, Franchisee desires to operate a Genji Satellite Sushi Bar and Franchisor desires to grant to Franchisee the right to operate a Genji 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 Genji Satellite Sushi Bar in accordance with terms and conditions of this Agreement. Franchisee shall operate a Genji Satellite Sushi Bar located within a _____ located at _____, which Franchisee agrees and acknowledges is located in proximity to an existing operating Genji 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 Genji 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 Genji Satellite Sushi Bar is not a Genji Sushi Bar and that the Genji Satellite Sushi Bar will only operate with the support of the Franchisee’s Genji 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 Genji 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 Genji sushi bars and Genji 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 Genji 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

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 without limitation UCC financing statements), and to do all such things and acts, necessary to ensure that such security interest would be a perfected first priority security interest under applicable law.

EXHIBIT H RECEIPT

Hana Group Franchising, LLC d/b/a Genji 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 Genji 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 Genji 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 Genji 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 Genji 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 Genji 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 Genji 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 Genji 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 Genji 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 Genji 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 Genji Franchising, LLC at (844) 802-7510.

**EXHIBIT H
RECEIPT**

Hana Group Franchising, LLC d/b/a Genji 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 Genji 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.]

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The franchisor is Hana Group Franchising, LLC d/b/a Genji 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 Genji 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 Genji 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 Kumhpang, Hana Group Franchising, LLC d/b/a Genji 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 Genji 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 Genji 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 Genji 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 Genji Franchising, LLC at (844) 802-7510.