

FRANCHISE DISCLOSURE DOCUMENT

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The franchise is for a GBC Food Services, LLC, d/b/a Yummi Go Gourmet kiosk. The Franchisor (as defined below) has developed and owns a distinctive system relating to the establishment and operation of sushi, dumpling and/or other Pan-Asian food (in such combination as the Franchisor may determine is appropriate) kiosks utilizing the trade name, Yummi Go Gourmet, and the brand names, Yummi Sushi, Yummi Sauces, Toshimi, Calmon and Sushi Sara. These kiosks are generally located at third-party locations, typically upscale supermarkets, hotels, cafeterias, and university facilities, that in most instances will be sourced by the Franchisor and under leases, licenses or other rights to occupy such establishments between the owner/manager of the establishment and the Franchisor. At the kiosks, Franchisees (as defined below) prepare their dishes daily with such elements as seasoned rice, crisp-sliced vegetables and seafood that are professionally displayed in ready-to-go containers for the Franchisee's customers to purchase through the establishment's point of sale infrastructure, either to take with them or to consume at the establishment's shared common areas.

The total investment necessary to begin operation of a Yummi Go Gourmet franchised business for approximately three (3) months is approximately \$62,032 to \$327,170 (depending on projected sales). This includes approximately \$36,500 to \$210,800 (depending on projected sales and actual suppliers selected by the Franchisor, which may include the Franchisor as a supplier) that must be paid to the Franchisor and/or its affiliate(s).

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

The terms of your Franchise Agreement will govern your franchise relationship. Do not rely on this disclosure document alone to understand your Franchise Agreement. Read your Franchise Agreement carefully and in its entirety. Show your Franchise Agreement and this disclosure document to an advisor, like a lawyer or 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 and understand this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at 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.

Date of Issuance: November 18, 2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees to the Franchisor, even if your franchise is losing money.

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

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

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

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

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

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

Some States Require Registration.

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

Your state also may have laws that require special disclosures or amendments be made to your Franchise Agreement. If so, you should check the “**State Specific Addenda**”. See the Table of Contents for the location of the “**State Specific Addenda**” in this document.

Special Risks to Consider About *This* Franchise

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

Out-of-State Dispute Resolution. The Franchise Agreement requires you to resolve disputes with the Franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the Franchisor in Texas than in your own state.

Short Operating History. The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

Some States Require Registration. Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

GBC FOOD SERVICES, LLC
FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor:

The Franchisor is GBC Food Services, LLC, referred to in this disclosure document as “Franchisor”, “Yummi”, “we”, “us” or “our.” We refer to the person interested in buying a franchise as “Franchisee”, “you” or “your.” If you are a corporation, partnership, limited liability company or other entity, certain provisions of the Franchise Agreement will apply to your entity’s owners. These will be addressed in this disclosure document where appropriate.

We were organized as a Texas limited liability company on May 17, 2011. Our principal offices are located at 14043 Distribution Way, Farmers Branch, Texas 75234 and our telephone number is (972) 402-9498. Our agents for service of process are listed in **Exhibit B**.

Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a unique and distinctive system (the “System”) relating to the establishment and operation of food kiosks/workspaces (“Yummi Kiosks”) which sell sushi, dumplings and/or other Pan-Asian food (in such combination as Franchisor may determine is appropriate). Yummi Kiosks are generally located at the premises of third-parties (the “Hosts”), typically upscale supermarkets (“Host Locations”), that in most instances are sourced by Franchisor and under leases, licenses or other rights to occupy such Host Location (“Occupancy Agreements”) between the Host and Franchisor.

We do business under our company name, under the name Yummi Go Gourmet, and under the Proprietary Marks (as defined below). As of the issuance date of this Franchise Disclosure Document, we have 358 Yummi Kiosks in twenty-one (21) states, including six (6) operated by us directly.

The Franchise Offered:

We offer qualified applicants a franchise arrangement for Yummi Kiosks.

General Market; Competition:

The market for food kiosk services is well established. The food service business is highly competitive based on price, service, location and food quality, and is often affected by changes in consumer tastes, economic conditions, population, traffic patterns and the customer base of the Host Location. Yummi Kiosks will compete in each market with locally owned restaurants and other kiosks, as well as with national and regional restaurants.

Industry Specific Regulations:

In addition to the laws, regulations and ordinances applicable to businesses generally, like the Americans with Disabilities Act, Federal Wage and Hour Laws, the Immigration Reform and Control Act of 1986, and the Occupation, Health and Safety Act, you should consider that certain aspects of the Yummi Kiosk are heavily regulated by federal, state and local laws, rules and ordinances. The U.S. Food and Drug Administration and the U.S. Department of Agriculture, as well as state and local departments of health and other agencies, have laws and regulations concerning the preparation of food and sanitary conditions of food service facilities. State and local agencies routinely conduct inspections for compliance with these requirements.

Our Affiliates and Predecessors:

Our affiliate, Supreme Service Solutions, (“SSS”) has offered deli kiosk franchises and cut vegetable and produce-preparation kiosk franchises since 2022 and 2023, respectively. As of the issuance date of this Franchise Disclosure Document, SSS has sold an aggregate of approximately 307 deli kiosk franchises and produce kiosks franchises. SSS’s principal business address is 14043 Distribution Way, Farmers Branch, TX 75234.

Franchisor does not have any predecessor (*i.e.*, another person or entity (i) from whom Franchisor acquired substantially all of such person’s or entity’s liabilities and obligations or (ii) that was restructured to become the Franchisor (whether by merger or otherwise)).

ITEM 2
BUSINESS EXPERIENCE

Katie Aung

Executive Chairman and Co-Founder

Katie Aung is the Co-Founder and Executive Chairman of Yummi (located at 14043 Distribution Way, Farmers Branch, Texas 75234) since November 2023. Prior to such position, Katie was the Co-CEO of Yummi since its formation in January 2011.

Katie is also the Co-Founder and Executive Chairman of SSS (also located at 14043 Distribution Way, Farmers Branch, Texas 75234), since November 2023. Prior to such position, Katie has been the Co-CEO of SSS since its formation in November 2021.

Thein Aung

Co-Founder and President

Thein Aung is the Co-Founder and President of Yummi, and pursuant to a shared services agreement also performs this role for SSS, in both cases since September 2023. Prior to such position, Thein was the Co-CEO of Yummi since its formation in January 2011.

Thein is also the Co-Founder and President of SSS (also located at 14043 Distribution Way, Farmers Branch, Texas 75234), since November 2023. Prior to such position, Thein was the Co-CEO of SSS since its formation in November 2021.

Scott Bova

President

Scott Bova is the President of Yummi, a position he assumed in November 2024. Pursuant to a shared services agreement, he also performs this role for SSS. Prior to this role, Scott was (i) the Global Vice President of Merchandising Operations for Whole Foods Market Inc., located in Austin, Texas, from March 2020 to November 2024, (ii) the Sr. Director of New Concept Innovation for Wegmans Food Markets Inc., located in Rochester, New York, from June 2019 to March 2020, (iii) the Sr. Director of Prepared Foods & Restaurants for Wegmans Food Markets Inc., located in Rochester, New York, from January 2017 to June 2019, (iv) the Sr. Director of Perishable Operations for Wegmans Food Markets Inc., located in Rochester, New York, from July 2014 to January 2017, and (v) the Operations Regional Executive Chef and Store Manager (Special Assignment) for Wegmans Food Markets Inc., located in Rochester, New York, from October 2008 to July 2014.

James Balistriere

Senior Vice President of Operations and Merchandising

James Balistriere worked in Central Market from 2017 to 2023 and joined Yummi as Senior Vice President of Operations and Merchandising in October 2023 and pursuant to a shared services agreement also performs this role for SSS. As a senior executive of Yummi, he is commissioned to lead the merchandising and operations team that consists of forty (40) leaders distributed within the company's four (4) major business verticals across forty (40) states and 600 locations nationwide.

Andrew Compton
Senior Vice President of Finance

Andrew Compton is the Vice President of Finance of Yummi and pursuant to a shared services agreement also performs this role for SSS, since March 2023. Prior to such position, Andrew was (i) the On Demand CFO/HR Expertise/Strategic Business Consultant for C-Suite Support, located in Dallas, Texas, from February 2022 to January 2023, (ii) the VP of Finance and Administration for Twenty20 Solutions, located in Irving, Texas, from March 2019 to July 2021, (iii) the Controller for Paradigm Tax Group, located in Dallas, Texas, from July 2016 to January 2019 and (iv) the Found of 217 Consulting Services, located in Austin, Texas, from July 2021 to January 2024.

Van Nawl
Vice President of Operations

Van Nawl is the Vice President of Field Operations of Yummi and pursuant to a shared services agreement also performs this role for SSS, since October 2023. Prior to such position, Van was a sushi chef at H-E-B and Azuma Sushi & Robata Bar in Texas. He joined Yummi in 2015 as Regional Operations Manager. He was then promoted to work as Logistics & Purchasing Manager in 2016 and held that role for five (5) years. In 2023, Van was promoted once again to Vice President of Field Operations at Yummi.

Fresh Avila
Director of Administration

Fresh Avila is the Director of Administration at Yummi, looking after the shared services between Human Capital Management, Franchise Compliance, Quality Assurance, Office Administration, and IT departments since February 2024 and pursuant to a shared services agreement also performs this role for SSS. Before she joined Yummi, she worked as Director of Human Resources in a modular construction company, and as Director of Talent Acquisition in the largest digital asset mining company in North America between from 2021 to 2024. Fresh's prior experience encompasses international borders working for the UAE's leading food and beverages manufacturing company, Agthia Group, within the Human Resources space looking after the Middle East and North Africa region; working as a Human Resources and Operations Consultant to Abu Dhabi Airports Company; and working as the Head of Recruitment & Selection for Abu Dhabi Police's conglomerate, Secure Engineering from 2010 to 2016.

Lisel Ramirez
Senior Compliance Manager

Lisel Ramirez began working at Yummi in 2021 as Office & Facilities Manager. She was promoted to Senior Compliance Manager in December 2023 and pursuant to a shared services agreement also performs this role for SSS. In this role, she is responsible for ensuring that franchisees operate in compliance based on the prevailing policies, procedures, and legal requirements as well as providing guidance to franchisees to help them meet the compliance standards. Lisel has a background in education and practiced her expertise from 2016 to 2021. Prior to that, her worked as Administration Manager in Mexico from 1996 to 2014.

ITEM 3

LITIGATION

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act of Washington by: GBC Food Services, LLC d/b/a Yummi Go Gourmet. Administrative Proceeding filed by the Washington Securities Division of the Department of Financial Institutions against us (Order No.: S-21-3158-21-CO01) alleging that, between 2019 and 2021, we violated the Washington Franchise Investment Protection Act (the “WFIPA”) by entering into written independent contractor agreements that constituted franchises with approximately forty-five (45) residents of Washington without providing such residents with a franchise disclosure document prior to executing the written agreements. On August 25, 2021, we entered into a Consent Order whereby we agreed to cease and desist from violating the WFIPA and pay investigative costs of \$1,500.

Commissioner of Financial Protection and Innovation’s Investigation of GBC Food Service, LLC., doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara. Administrative investigation by the State of California Department of Financial Protection and Innovation (the “DFPI”) alleging that, between 2020 and February 12, 2024, we violated the California Franchise Investment Law (the “FIL”) by entering into written independent contractor agreements that constituted franchises with approximately thirty-six (36) prospective franchisees without first providing such prospective franchisees with a franchise disclosure document prior to executing the written agreements. On August 19, 2024, the DFPI issued its settlement offer letter to us (no case citation or number included on the letter), providing timelines for accepting the settlement offer of \$180,000 or submitting mitigating or exculpatory facts or circumstances to the DFPI for further consideration. We submitted mitigating facts and circumstances and subsequently agreed to pay a fine in the amount of \$54,000. We executed the DFPI’s Consent Order on October 18, 2024, agreeing to the fine amount and agreeing to cease and desist from violating California Franchise Investment Law and Corporations Code.

Other than these actions, no litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

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

ITEM 5

INITIAL FRANCHISE FEES

If you are franchising only one Yummi Kiosk, when you sign the Franchise Agreement, you will pay us an initial franchise fee of up to \$50,000 (“Initial Franchise Fee”).

If we exercise our right to terminate the Franchise Agreement during the first year of the Franchise Agreement for any reason other than a default as set forth in Article 14 of the Franchise Agreement, we will refund to you an amount equal to the Initial Franchise Fee actually paid, prorated in accordance with the number of days remaining in such first year of the Franchise Agreement. If you terminate the Franchise Agreement during the initial one-year term of such agreement, we are not obligated to return any portion of the Initial Franchise Fee to you. After the initial one-year term of the Franchise Agreement, we are not obligated to return any portion of the Initial Franchise Fee if the Franchise Agreement is terminated by you or us for any reason.

Initial Equipment and Supply Costs:

Before your business opens, you must purchase equipment, labels, packaging and utensils in accordance with the Franchise Manual (as defined below) from us at a total cost of \$5,000 to \$15,000 or from a supplier approved by us in writing. If so desired by you, we will provide all or a portion of the foregoing items and deduct the cost of such items from your share of the revenue of the Yummi Kiosk until we have been fully reimbursed. These costs are nonrefundable. Additionally, there will be a rental fee of \$100 per month for the labeling machine provided by Franchisor.

Management Fee:

In consideration of Franchisor’s assistance and guidance in the operation of the Yummi Kiosk, Franchisee will pay Franchisor a management fee equal to the greater of \$200 per bi-weekly period or 1% of gross sales.

Initial Inventory Cost:

At the opening of your business, we anticipate the cost of inventory you will need for the first month of operations to be between \$6,100 to \$53,100 depending on the estimated sales volume for your franchise at the Host Location. Sales volume is based on our analyses of the geographic location of your franchise, the average number of customers who shop at the Host Location on a daily basis, the demographics of the area in which the Host Location typically draws its customers, including information regarding average income levels, household size, age of the area’s residents and the likelihood of the area’s residents to be customers for Franchisor’s products. Franchisor will provide Franchisee with a payment card (if qualified for the use of such payment card or other financing) to use to pay for all of Franchisee’s inventory; provided that Franchisee must use the payment card or other financing (if provided) to purchase such inventory. Franchisor will withhold the current amount due on the card from each Franchisee Payment (defined below); provided, that it is the intention, but not an obligation, that Franchisor will not withhold more than 25% of the Franchisee Payment at the time such payment is made to Franchisee. In accordance with the Franchise Agreement, the Franchisee shall at all times remain obligated to repay (in combination with the funds withheld from the Franchisee Payment) the card in full, including if the funds withheld by Franchisor are insufficient to repay the card in full. This payment card will be issued by a financial institution selected by Franchisor, and amounts drawn on this payment card will accrue interest at such financial institution’s then-applicable interest rate.

**ITEM 6
OTHER FEES**

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
Hosting Fee, Franchise Fee, and Franchisee Payment	<p>The Host Location and Franchisor shall collectively withhold 30 – 40% of weekly Gross Sales. The Occupancy Agreement (which is negotiated solely between Franchisor and the Host) will generally allocate the withheld amount between Host Location and Franchisor as follows:</p> <p>Host Location will withhold 15 – 35% of weekly Gross Sales (the “<u>Hosting Fee</u>”)</p> <p>Franchisor shall withhold up to the remaining 5 – 25% of weekly Gross Sales (the “<u>Franchise Fee</u>”)</p> <p>Franchisee shall receive the remaining 60 – 70% of weekly Gross Sales (the “<u>Franchisee Payment</u>”).</p>	Paid on or before the Monday each week after the Revenue Processing Period.	<p>“<u>Gross Sales</u>” means the total amount of revenue collected from the sale of all goods or services provided by and/or from the Yummi Kiosk and all other income of every kind and nature related to the Yummi Kiosk, except (i) federal, state, or municipal sales taxes collected by the Host Location from customers and paid by the Host Location to the appropriate taxing authority and (ii) any refunds, returns or credit card chargebacks.</p> <p>“<u>Revenue Processing Period</u>” means 6 weeks after the Yummi Kiosk begins operating.</p> <p>See Note 1 below and Article 4 of the Franchise Agreement for further information.</p>
Management Fee	An amount equal to the greater of \$200 or 1% of the prior biweekly period’s Gross Sales of each Yummi Kiosk you	Paid on or before Monday each week after the Revenue Processing Period	The bi-weekly management fee is compensation to us to help offset the costs of our onsite food quality and safety inspections at

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
	operate (unless otherwise provided for in the Franchise Agreement)		your franchise location, which are conducted 4 – 6 times per year. The management fee is also compensation to us to help offset the costs of our periodic onsite supervisory visits to your location by our personnel. Such costs include the expenses we incur for our supervisory personnel for travel, lodging, meals, completion of reports, and other administrative expenses. The frequency of such visits may depend on the volume of sales experienced by a franchisee as well as the results of the last inspection conducted by Franchisor.
Inventory Order Processing Fee	\$50 per order, as applicable	Paid on or before Monday each week after the Revenue Processing Period	Franchisee may request to order certain inventory or supplies through accounts maintained by Franchisor. We may charge a processing fee of \$50 in such event.
National Advertising Program (NAP) Fee	Maximum – 1.0% of Gross Sales	Payable by the 10th of each month	See Note 2 below.
Supplemental Marketing Programs	Maximum – 1.0% of Gross Sales	Payable by the 10th of each month	See Note 3 below.
Replacement and	Currently, \$5,000, plus costs of your	On demand	We may charge a training fee if we train a

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
Supplemental Training	personnel attending training.		replacement Managing Owner, Operating Partner or manager or if your personnel attend supplemental training.
Transfer Fee	\$10,000 plus an amount necessary to reimburse us for our out-of-pocket expenses.	Payable in two installments: (Installment 1) \$5,000 due upon receipt of notification regarding transfer and application from proposed transferee; and (Installment 2) \$5,000 plus an amount necessary to reimburse us for our out-of-pocket expenses associated with the transfer due upon the actual closing of the transfer.	The transfer fee is to cover the costs of Franchisor to conduct an independent investigation of the financial capability and reputation of the proposed Franchisee transferee.
Offering Review Fee	Franchise/Capital Raise – \$5,000	30 days after billing	This covers our cost to review the proposed offering of your securities (which shall not constitute legal or other advice of any kind as to the legality or permissibility of the issuance or other matters related to such securities).
Late Charge and Interest	Late Charge: 5% of the amount due late charge for each delinquent payment.	On demand	Payable on all overdue amounts, except as otherwise provided herein.

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
	Interest Rate: the lesser of 18% per annum or maximum legal rate from the due date thereof.		
Early Termination Fee	\$10,000	On Demand	You must pay us a \$10,000 early termination fee and reimburse us for all of our out-of-pocket costs and expenses if you abandon the franchised Yummi Kiosk.
Indemnification	Will vary depending on loss	On demand	You must indemnify us for all losses and expenses we incur because of your actions. See Note 4 below.

Notes:

¹ All fees and expenses described in this **Item 6** are nonrefundable. Unless we have otherwise indicated in the preceding chart, all fees and expenses are imposed by, and are payable to, us. Generally, all fees are uniformly imposed on our Franchisees, but we may, in our sole discretion, negotiate some other type or amount of fees under certain circumstances. Additionally, as an alternative to termination of the Franchise Agreement in the event of a breach by you of the Franchise Agreement, we may apply a progressive warning and fine structure in accordance with our then-current Franchise Manual (the “Franchise Manual”). Except as specifically stated above, these amounts may be subject to increases based on changes in market conditions, our cost of providing services, and future policy changes. Monthly payments must be paid by the tenth (10th) day of each month. You may not withhold or offset payments based on our alleged non-performance under the Franchise Agreement. We may, however, offset any and all fees and other amounts due us from you against all Franchisee Payments owed to you; provided, however, that Franchisor intends to not deduct more than twenty-five percent (25%) (although Franchisor may deduct more than twenty-five percent (25%) in its sole discretion) of the Franchisee Payment owing to Franchisee to apply against amounts owed to Franchisor by Franchisee (including the Franchise Fee). If any payment is overdue, you must pay us the overdue amount plus interest from the due date at the rate stated in the table above and at our option we may charge a five percent (5%) late fee. We reserve the right to require payment on a weekly basis and/or to implement electronic debiting of your account for payment.

² Advertising programs are described in greater detail in **Item 11**. You must participate in the national advertising program we designate, if any. Currently, our Franchisees are not required to participate in any national advertising program. We may implement or change the required advertising program designation

periodically. Under certain limited circumstances (*e.g.*, for significant multi-unit locations, a large metropolitan area, airports or unique kiosk sites), we may modify the advertising fees for specific Franchisees in our sole discretion.

³ You must participate in any supplemental marketing programs we designate and pay for certain costs related to such programs. We may change the required supplemental marketing program designation periodically. Under certain limited circumstances (*e.g.*, a large metropolitan area or unique kiosk sites), we may modify the contributions or participation for specific Franchisees in our sole discretion.

⁴ Your indemnification obligations are subject to state law.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT (See Note 1 Below)

Type of expenditure	Actual or Estimated Cost Low – High	Method of Payment	When Due	To Whom Payment Will Be Made
Initial Franchise Fee	Up to \$50,000	As arranged	See Item 5	Yummi
Kitchen Equipment and Supplies (See Note 2 below)	\$5,000 – \$15,000	As arranged	As arranged	Yummi /Suppliers
Management Fee	Greater of \$200 or 1% of the prior bi-weekly period's Gross Sales for each Yummi Kiosk (unless otherwise provided for in the Franchise Agreement).	As arranged	See Item 6	Yummi
Initial Inventory (First Month) (See Note 3 below)	\$6,100 – \$53,100	As arranged	As arranged	Suppliers/ Yummi
Insurance Premiums	\$500 – \$1,200	As arranged	As arranged	Insurance Carrier
Training (See Note 4 below)	Estimated at \$1,720. We anticipate coach travel to and from our site in Dallas, Texas to cost approximately \$600. We anticipate	As arranged	As arranged	Travel, lodging and dining arrangement vendors.

Type of expenditure	Actual or Estimated Cost Low – High	Method of Payment	When Due	To Whom Payment Will Be Made
	<p>moderately-priced lodging in Dallas, Texas to cost approximately \$120/night for 6 nights.</p> <p>We anticipate three meals a day for seven days to cost approximately \$400.</p> <p>However, the above is dependent on travel, lodging and dining arrangements made by prospective franchisee and/or its personnel to attend training in Dallas, Texas.</p>			
Additional Funds Post-Opening (first 3 months) (See Note 5 below)	\$12,512 – \$219,950	As arranged	As arranged	Suppliers/ Employees/ Yummi
TOTAL	\$62,032 – \$327,170 or more based on Gross Sales			

Notes:

¹ The above chart provides a good faith estimate of your initial investment for one Yummi Kiosk. Your actual costs may vary from these estimates.

² The estimate given covers the cost of kitchen equipment, small wares, like cooking, serving, and other utensils for food preparation. We require you to purchase certain kitchen equipment that meets our specifications.

³ The estimated cost of your initial inventory should be in the range set forth in the table above based on the analysis conducted by Franchisor as set forth in the Initial Inventory Cost set forth in **Item 5** above. For example, the low end of the range (\$6,100) is the estimated cost to cover the initial month of supplies and other inventory at a lower volume location and \$53,100 is the estimated cost to cover the initial month of supplies and other inventory at what would be considered our highest volume location.

⁴ We provide initial training for up to five (5) of your personnel (in addition to your Managing Owner and Operating Partner). This is an estimate of the costs that you may incur for transportation, lodging and food, and wages for attendees of our initial training program. The actual cost will depend on the distance the attendees must travel and the type of lodging and dining you choose.

⁵ This is our estimate of the amount needed to cover your expenses for the start-up phase of the business, including personal property lease payments, food and ingredient inventory (not already included in the “Initial Inventory”), payroll (Franchisee will generally need to hire one employee for every \$2,500 in weekly sales at an average cost of \$750 per week per employee), and other costs. The low-end estimate is generally based upon lower sales volume locations with fewer employees, equipment (and resulting personal property leases) inventory and other volume-dependent costs and expenses than higher volume locations will require. For the purpose of this disclosure document, we have estimated the start-up phase to be three (3) months from the date the Yummi Kiosk opens for business. These figures are estimates and we cannot assure you that you will not have additional expenses starting the Yummi Kiosk. Your actual cost will depend on factors like your management skill, experience and business acumen, local economic conditions, the local market for the Yummi Kiosk, the prevailing wage rate, competition in the marketplace, and the sales level reached during the start-up phase.

To our knowledge, none of the expenditures described above are refundable, unless otherwise indicated herein. However, some of the costs of certain supplies (*e.g.*, usable produce or non-perishable foods acquired from us or our affiliates) may be refundable upon termination of the Franchise Agreement. Except as specifically described above, the stated amounts may be subject to increases based on changes in market conditions, the cost of providing services, and future policy changes. At the present time, we have no plans to increase costs over which we have control.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Designated and Approved Suppliers

Products:

You must purchase all labels, food inventory, cooking equipment and utensils used or offered for sale at the Yummi Kiosk solely from us or a supplier previously approved by us in writing and, to the extent any products are permitted to be purchased from others, they shall be purchased by Franchisee from suppliers (including manufacturers, distributors and other sources) who demonstrate, to the continuing satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier; and who have not thereafter been disapproved. Franchisor may withhold approval of any supplier in its sole discretion. You will be required to secure such supplier's signature to agreements Franchisor may require, including, without limitation, a confidentiality agreement acceptable to Franchisor, as conditions precedent to any approval by Franchisor. No officer or manager of Franchisor has any ownership interest in any supplier you are required to use, other than Franchisor and SSS.

Franchisor has the right to require that its representatives be permitted to inspect any supplier's facilities at any time, and that samples from any such supplier be delivered, at any time, either to Franchisor or to an independent laboratory designated by Franchisor for testing. You may be charged up to the cost of the inspection and the test by Franchisor or its or its designee. Without limiting your liability therefor, you may require reimbursement or direct payment by the supplier for such charge.

Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any previously approved supplier and to revoke its approval for, among other reasons, the supplier's failure to continue to meet any of Franchisor's then-current criteria.

You must comply with all of our standards and specifications (as set forth in the Manual) for the purchase of all food and beverage items, ingredients, supplies, equipment and other products used or offered for sale at the Yummi Kiosk. Franchisee shall label all products for sales tracking processing using a label machine provided by Franchisor at a cost of \$100 per month.

Franchisor or its affiliates may derive revenue or other material consideration from required purchases or leases by Franchisees. Upon the request of Franchisee, Franchisor will disclose the consideration it or its affiliates has received from purchases and/or leases that are required by Franchisor by disclosing Franchisor's (or its affiliate's) total revenue from such required purchases and/or leases for each fiscal year of the last three fiscal years. In the event of such required purchases or leases and upon the request of Franchisee, Franchisor will also disclose (i) an estimate of the total amount of Franchisee's expenses for the next fiscal year, (ii) an estimate of the total amount of Franchisee's required purchases and/or leases for the next fiscal year, and (iii) the percentage of the amount in clause (ii) that is the amount in clause (i).

Advertising:

All of your advertising and promotions must conform to our standards and requirements. We must approve all advertising and promotional plans and materials before you use them if we did not prepare or previously approve them during the twelve (12) months preceding the date of their proposed use. You must submit any unapproved plans and materials to us, and we will use reasonable efforts to approve or disapprove them within fourteen (14) days after we receive them. You must not use the plans or materials until we have approved them, and must promptly discontinue using any advertising or promotional plans or materials if

we notify you to do so. You must purchase certain advertising and promotional materials from our approved suppliers.

Insurance:

You must obtain and maintain insurance policies protecting you and us and various related parties against any demand or claim for personal injury, death or property damage, or any loss, liability or expense related to the operation of the Yummi Kiosk.

These policies must be written by a responsible insurance carrier or carriers which are rated “A” or better by the A.M. Best Company, Inc., are responsible and authorized to do business in the state your Yummi Kiosk is located, and are acceptable to us. At a minimum, you must carry:

- (i) commercial general liability insurance with the following coverages and limits:

Coverage	Limit
General Aggregate	\$2,000,000
Products/Completed Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$300,000
Medical Expense	\$5,000
Hired & Non-Owned Auto Liability	\$1,000,000

- (ii) commercial property insurance with the following coverages and limits:

Coverage	Limits	Cause of Loss	Deductible
Business Personal Property	\$10,000 – \$25,000	Special Form	\$1,000
Business Income & Extra Expense	ALS 12 months		24 hours (See Note 1 below)

Note:

¹ This refers to a twenty-four (24) hour waiting period. This insurance policy will have a twenty-four (24) hour waiting period after which the claim or loss related to business income can be calculated.

- (iii) umbrella insurance with the following coverages and limits:

Limit	Retention Amount	Retention Basis
\$1,000,000	\$0	Per Occurrence

(iv) worker's compensation and employers' liability insurance covering all of Franchisee's employees with the following coverages and limits (regardless of waiver or exemption of coverage under applicable state statute):

Coverage	Applies	Limits
Bodily Injury by Accident	Per Accident	\$1,000,000
Bodily Injury by Disease	Policy Limit	\$1,000,000
Bodily Injury by Disease	Per Employee	\$1,000,000

You may, with our written consent, elect reasonable deductibles for the coverages described in (i) and (ii) above. You may not, without our prior written consent, agree to sublimits in the insurance policies listed above. Except for worker's compensation insurance, all insurance policies must name us, our successors and assigns as additional insureds. In addition, all insurance policies must waive subrogation in favor of us, our successors and assigns.

Purchasing Arrangements:

We estimate that the purchase and lease of all services, equipment, supplies, and other items you must purchase or lease from us or our affiliates, or from unaffiliated approved or designated suppliers, will represent approximately 90% to 95% of your total purchases and leases to initially establish the franchised business. Thereafter, once the franchised business is established, approximately 90% to 95% of your total purchases and leases to operate the Yummi Kiosk will be purchased from us.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	N/A	N/A
b. Pre-opening purchases/leases and requirements	Articles 3 and 7	Items 5, 7 and 11
c. Site development and other pre-opening requirements	Article 3	N/A
d. Initial and ongoing training	Sections 3.1 and 3.3	Item 11
e. Opening	Sections 3.4 and 3.5	Item 11
f. Fees	Sections 4.1, 4.2, 4.3, 4.4, 11.2, 13.3, 13.9 and 21.5	Items 5, 6 and 7
g. Compliance with standards and policies/manuals	Articles 5, 7 and 9	Items 8, 11, 13 and 14
h. Trademarks and proprietary information	Articles 8 and 9 Sections 7.7 and 16.2	Items 1, 13 and 14
i. Restrictions on products/services offered	Sections 7.1, 7.5, 7.6, and 7.7	Items 8 and 16
j. Warranty and customer service requirements	Section 7.1	N/A

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
k. Territorial development	Recitals	Item 12
l. Ongoing product/service purchases	Sections 7.1, 7.6 and 7.7	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 7.1, 7.8, 7.9, 7.10, and 7.11	Items 8 and 11
n. Insurance	Article 12	Items 7 and 8
o. Advertising and promotions	Section 8.1 and Article 11	Items 6 and 11
p. Indemnification	Sections 7.4, 7.14, 13.9 and Article 17	Item 6
q. Owner's participation/staffing/management	Sections 7.2 and 7.4	Items 1 and 15
r. Records and reports	Article 10 and Section 15.1	Items 6 and 11
s. Inspections and audits	Sections 7.11 and 10.4	Items 6 and 11
t. Transfer	Article 13	Items 6 and 17
u. Renewal	Section 2.2	Item 17
v. Post-termination obligations	Sections 15.1, 16.3(b) and 16.3(c)	Item 17
w. Non-competition covenants	Section 16.3	Items 15 and 17

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
x. Dispute resolution	Article 21	Item 17

ITEM 10

FINANCING

Franchisor may, from time-to-time and its option, provide financing to Franchisee on commercially reasonable terms (including through the payment cards referenced in **Item 5**) and deduct any such due and owing indebtedness, interest, late fees, or any other costs or expenses incurred by Franchisor in connection with such financing arrangement from your Franchisee Payment. As stated in **Item 5**, if so desired by you, we will provide all or a portion of, and/or the financing for, the initial equipment, supplies and/or inventory and deduct the costs of such from your share of the revenue of the Yummi Kiosk until we have been fully reimbursed; provided that Franchisee must use the payment card or other financing (if provided) by Franchisor to purchase product for its Yummi Kiosk.

ITEM 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations:

Before you open your Yummi Kiosk, we will:

Provide you with the Host Location site we have selected for your Yummi Kiosk pursuant to an applicable Occupancy Agreement between us and the third-party owner of the Host Location. The Yummi Kiosk may not be relocated without first obtaining our written consent. Our criteria for site selection require an evaluation of the demographics of the Host Location (including the age and income level of nearby residents of the market area for the location), traffic patterns, the size of the location, the proximity to shopping and other centers of population concentration, and the results of negotiations between us and the third-party owner of the Host Location in accordance with Section 3.1 of the Franchise Agreement.

Provide you with an initial training program for your Managing Owner and Operating Partner and up to five (5) of your personnel.

Provide you with physical copy of the Franchise Manual in accordance with Sections 5.1 and 5.2 of the Franchise Agreement or excerpts of the Table of Contents, which are set forth as follows:

Franchise Manual:

FRANCHISE MANUAL DOCUMENTS

As noted in Article 5, section 5.1, the term “Franchise Manual” means the manuals, policies, specifications, standards, checklists, evaluation forms, spreadsheets, guides, recipes, handbooks, documents, and other information designated by Franchisor from time-to-time regarding the system and Sushi Kiosks. Without limitation, the following documents are included as Franchise Manual example documents.

1. Franchisee Reference Binder ((letters, standard operating procedures (SOPs) and other documents maintained at Kiosks by Franchisee’s for quick references):

- i. SOP – Business Operational Hours & Holidays
- ii. SOP – Fine Structure and Process
- iii. Letter – Supplier Letters of Guarantee
- iv. Standard Sushi Rice HACCP Plan
- v. pH Validation
- vi. SOP – pH Meter Calibration and Trouble Shooting
- vii. SOP – Receiving Policy
- viii. SOP – Storage Policy
- ix. SOP – Handwashing Procedures
- x. SOP – Personal Hygiene and Employee Health
- xi. SOP – Eating, Drinking and Personal Item Storage
- xii. SOP – Ingredient Thawing Procedures
- xiii. SOP – Cutting Board Policy
- xiv. SOP – Produce Washing
- xv. SOP – Equipment Ware Washing and Sanitizing
- xvi. SOP – Blood and Bodily Fluids Clean Up
- xvii. SOP – Thermometer Calibration
- xviii. SOP – Glass and Brittle Plastic
- xix. SOP – Ice Machine Use
- xx. SOP – Employee Health Policy
- xxi. SOP – Purchasing Policy
- xxii. SOP – Reheated Product Cooling
- xxiii. SOP – Sampling Policy
- xxiv. SOP – Sushi Rolling Machine
- xxv. Forms – Regulatory and Brand Compliance Audit Checklist and Standards

Typical Length of Time Before You Open Your Yummi Kiosk:

We estimate the time from the date you sign the Franchise Agreement to the date you begin operating your first Yummi Kiosk will be approximately seven (7) to thirty (30) days. This time may be extended or reduced depending on the time necessary for you to obtain third-party financing, and the amount of time required to hire employees, obtain the permits and licenses necessary for operation, none of which are within our control. If you fail to open your Yummi Kiosk at a site approved by us within thirty (30) days after you sign the Franchise Agreement, we can terminate the Franchise Agreement and your Initial Franchise Fee will not be refunded.

Continuing Obligations:

During the operation of your Yummi Kiosk and in accordance with Sections 3.2 and 3.3 of the Franchise Agreement, we will:

- (i) Make available other training programs, as we deem appropriate.
- (ii) Provide continuing advisory assistance to you in the operation of the Yummi Kiosk, as we deem advisable.
- (iii) Make available research data and other materials relating to merchandising, marketing, and advertising (but only after we establish an advertising program). We have the right to review and approve or disapprove all advertising and promotional materials, which you propose to use.
- (iv) Revise the contents of the Manual as needed. We reserve the right to charge a \$2,000 fee for any replacement Manual or pages of the Manual you request, if the replacement is needed because you failed to properly maintain or update the Manual as provided or due to your loss of the Manual.
- (v) Provide you, as we deem appropriate, with advice and written materials concerning techniques of managing and operating the Yummi Kiosk, including new developments and improvements in kiosk equipment, food products, packaging, and preparation.
- (vi) At our option, establish, maintain and administer a national advertising program ("NAP").

Pursuant to Section 10.4 of the Franchise Agreement, you have the right to audit, once per each 12-month period, our books and records as they relate to Gross Sales of your Yummi Kiosk and the amounts collected by us from your Host Location and the amounts we remitted to you.

Advertising:

We may require you to participate in our NAP and supplemental marketing programs. We may change the program in which you are required to participate during the term of the Franchise Agreement.

National Advertising Program:

Currently, we have not implemented a NAP or supplemental marketing program for our franchisees. If we implement such a program, you must participate in it. If implemented, the NAP will be organized, governed, and operated in accordance with our written guidelines (the "NAP Guidelines") and we are responsible for maintaining and administering advertising programs in accordance with the NAP Guidelines. No advertising or promotional plans or materials may be used under the NAP without our prior written consent.

Under a NAP, you may be required to pay to us up to one percent (1%) of Yummi Kiosk Gross Sales to be used by us for maintaining, administering, directing, and preparing advertising and promotional activities for the benefit of the System. Currently, there is not a required national advertising fee (the “NAP Fee”) but this fee, if collected, would be used exclusively by us for any and all costs incurred in the NAP including the cost of (i) maintaining, directing, and preparing advertising materials like the preparation and coordination of television, digital (email, sms, search, display, video, social), radio, print, direct mail, outdoor billboard advertising, marketing surveys and other public relations activities; (ii) the employment of advertising agencies; (iii) the preparation and distribution of promotional brochures and other marketing materials; (iv) the cost of developing and maintaining any website(s) related to the NAP; (v) reasonable administrative costs and overhead we incur in activities reasonably related to the administration or direction of the NAP; and (vi) other items as set forth in the NAP Guidelines. We will direct all advertising and production programs in the NAP, and we will have sole responsibility for all advertising, marketing, and/or promotional materials used in connection with the NAP.

All local advertising is subject to the requirements in Attachment F to the Franchise Agreement and to our prior written approval. You will have the discretion to spend local advertising funds as and when you reasonably determine to be appropriate.

We expect that any NAP Fee will be spent for advertising and/or promotional purposes during our fiscal year in which they are received. If excess amounts remain at the end of the fiscal year, then all expenditures in the following fiscal year(s) will be made first out of accumulated fees from previous years and then from fees collected during the current year. The NAP will be operated as a conduit for the collection and expenditure of advertising fees. A statement of the operations of the NAP will be prepared annually and will be made available to you upon request. We are not required to audit the statements of operations.

We reserve the right to terminate a NAP; however, the program will not be terminated until all monies have been expended for advertising and/or promotional purposes or other appropriate arrangements have been made.

Supplemental Marketing Program:

In addition to the advertising programs described above, we have the right to require your participation in supplemental marketing programs (*e.g.*, limited time offers, gift cards, gift certificates, coupons, loyalty programs, customer relationship management, and other supplemental marketing programs) that we establish from time-to-time. You will be responsible for payment of certain costs associated with these supplemental marketing programs. We may change the required supplemental marketing program designation periodically. Under certain limited circumstances (*e.g.*, for a significant multi-unit development plan, a large metropolitan area, airports or unique kiosk sites), we may modify the contributions or participation for a specific franchisee in our sole discretion.

Other Advertising Requirements:

All advertising and promotion by you in any medium must be conducted in a dignified manner and conform to our standards and requirements as stated in the Franchise Manual or otherwise. You must obtain our approval of all advertising and promotional plans and materials that you desire to use before you use them if they have not been prepared or previously approved by us during the past twelve (12) months. You must submit any unapproved plans and materials to us, and we must approve or disapprove the plans and materials within fourteen (14) days from the date of receipt. You may not use any plans or materials until they have been approved by us and must promptly discontinue use of any advertising or promotional plans or materials upon receiving notice from us.

We currently do not have a formal franchisee advisory council or association.

Training:

Your Managing Owner (as defined below) or Operating Partner (as defined below) and up to five (5) of your personnel (if you open only one Yummi Kiosk) must attend and complete our initial management training program to our satisfaction. All new managers hired by you and any Managing Owner or Operating Partner later appointed by you must attend and complete our initial training program to our satisfaction at designated kiosks or kitchens (“Training Facilities”) which we may own or lease for training purposes.

In accordance with Section 3.1 of the Franchise Agreement, we will provide instructors and training materials for the initial training of your Managing Owner or Operating Partner and up to five (5) of your personnel (if you open only one Yummi Kiosk) at no additional charge to you, provided that you or your employees will be responsible for expenses incurred in attending the training, including meals, lodging and transportation (as described in **Item 7**).

For initial training (i) of your personnel in excess of the five (5) representatives noted above; (ii) of any person later employed by you in the position of manager; (iii) for each replacement Operating Partner or Managing Owner; (iv) after your first two (2) Yummi Kiosks are opened or (v) if the opening of the Yummi Kiosk is moved to a later date and we require you to attend another initial training program, you must pay a training fee at the then current rate being charged by us to Franchisees operating under the System. You are responsible for all costs and expenses like meals, lodging and transportation of the persons attending training.

Initial training programs are offered at various times during the year depending on the number of franchisees entering the System, the number of replacement personnel needing training, the number of new kiosks we open and the timing of scheduled kiosk openings. The initial training program will generally last two weeks. Our trainers are all experienced food kiosk operators who have worked for us or an affiliate or have been a franchisee of us or an affiliate for at least two years. Our initial training and pre-opening training will be conducted by persons who have worked in our corporate office (or one of our affiliates’ corporate offices) for at least six months. The instructor will vary depending on the time, location, and subject matter taught.

The subjects covered, approximate hours of classroom and on the job training, and other information about our initial training program are described below:

TRAINING PROGRAM

Subject	Hours of Classroom (See Note 1)	Hours of On-the-Job (See Note 1)	Location (See Note 2)
Customer Facing Position Training	5 hours	15 hours	Training Facility
Food Preparation Training	5 hours	15 hours	Training Facility

Subject	Hours of Classroom (See Note 1)	Hours of On-the-Job (See Note 1)	Location (See Note 2)
Management	5 hours	15 hours	Training Facility
Food Safety Training	5 hours	15 hours	Training Facility

Notes:

¹ The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained.

² All required pre-opening training may be held at one of our Training Facilities and must be completed to our satisfaction at least two weeks (but not more than six (6) weeks) before your Yummi Kiosk opens. Our Training Facilities are located throughout the U.S., and the location of the Training Facilities to which you are assigned will vary depending upon the region of the U.S. in which your Yummi Kiosk is located and the availability of these facilities in that area.

Instructional materials for the initial training program include the Franchise Manual, standard accounting forms, employee manuals and personnel forms.

We may require your personnel to attend supplemental training programs. We have the right to charge a reasonable fee for these supplemental training programs. You must also pay all expenses you or your personnel incur in any training program, including the cost of travel, lodging, and meals.

In addition to required training programs, we may provide conferences for general managers in a designated area. Attendance at these meetings is voluntary, and you will be responsible for your expenses. We may also hold annual conferences for general managers and quarterly meetings for unit supervisors. Your representatives may attend these meetings, at your expense.

As disclosed in Item 16, you may not advertise, promote, post or list information relating to the Yummi Kiosk on the Internet (through the creation of a website or otherwise) without our prior written consent.

Computer Systems

You shall require your customers to utilize the Host Location's point of sale infrastructure for the purchase of products for your Yummi Kiosk. Pursuant to each Occupancy Agreement, Franchisor shall be given access Franchisee's sales information contained in the Host Location's point of sale infrastructure.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from Yummi Kiosks or other outlets that we own, or from other channels of distribution or competitive brands that we control.

Franchise Agreement:

The Franchise Agreement grants you the right to operate the Yummi Kiosk only at the approved location, which is described in Attachment A to the Franchise Agreement. You may not relocate the Yummi Kiosk without first obtaining our written consent. There are no territorial rights or rights to acquire additional franchise locations granted with the Franchise Agreement. There is no requirement that you achieve any specified sales volume or market penetration under the Franchise Agreement. Pursuant to Section 1.2 of the Franchise Agreement, we are permitted to offer and sell (or authorize any person or entity to offer and sell) sushi, dumplings and other Pan-Asian food products and other products competitive with the products sold by your Yummi Kiosk to the public through any distribution channel in any area. Unless a program for such is developed by us, you are not permitted to make sales of products outside of your Yummi Kiosk or to deliver products to customers' homes or place of business. You may advertise and sell your products through the Internet or other marketing channels, but only if first approved by us pursuant to Section 11.5 of the Franchise Agreement.

We do not have any current plans or intentions to sell products similar to the products sold by your Yummi Kiosk through another franchise or other business operation other than our current or new franchisees for a Yummi Kiosk or our Franchisor-owned kiosks operating under our Yummi Go Gourmet trade name.

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the right to use the trademarks, service marks, names, logos, and commercial symbols designated by us (the “Proprietary Marks”) only in the manner we authorize and only for the operation of the Yummi Kiosk at the location specified in the Franchise Agreement.

You must operate the Yummi Kiosk under the service mark “Yummi Go Gourmet”.

The following Proprietary Marks are registered with the United States Patent and Trademark Office (“USPTO”). We have renewed (and intend to renew) the registrations and have filed (and intend to file) all appropriate affidavits at the times required by law.

MARK	REGISTER	REGISTRATION NUMBER	REGISTRATION DATE
Yummi Sushi	Principal	4608512	September 23, 2014
Yummi Sauces	Principal	5145419	February 21, 2017
Toshimi	Principal	6048964	May 5, 2020
Calmon	Principal	6043652	April 28, 2020
Sushi Sara	Principal	6834827	August 30, 2022

There is no presently effective determination of the USPTO, the trademark trial and appeal board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which is relevant to their ownership, use or licensing.

We know of no superior prior rights or infringing use that could materially affect your use of the Proprietary Marks, and we know of no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

If any infringement of or challenge to your use of the Proprietary Marks or litigation involving the Proprietary Marks is instituted or threatened against you, you must promptly notify us and must cooperate fully in defending or settling the litigation. You and your owners agree that neither you nor they will communicate with any person other than us and our counsel concerning any action, claim or infringement. We will have sole discretion to take action, as we deem appropriate and the right to exclusively control any litigation, USPTO action, or other proceeding involving any infringement, challenge or claims relating to the Proprietary Marks.

We are not obligated by the Franchise Agreement to specifically protect any rights granted to you to use the Proprietary Marks or to protect you against claims of infringement or unfair competition involving them. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Proprietary Marks if the proceeding is resolved unfavorably to you.

You may not use any of the Proprietary Marks as part of your corporate or other name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining your requisite trade name or fictitious name registrations. You must execute any documents we or our counsel determine

are necessary or advisable to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. Neither you nor your owners may take any action that would prejudice or interfere with the validity of our rights with respect to the Proprietary Marks and may not contest the validity of our interest in the Proprietary Marks or assist others to do so.

The license of the Proprietary Marks granted in the Franchise Agreement is non-exclusive to you except for the location of the Yummi Kiosk. We have and retain the right, among others:

- (i) To grant other licenses for the Proprietary Marks in addition to those licenses already granted to existing franchisees.
- (ii) To use the Proprietary Marks in selling products and services.
- (iii) To develop and establish other systems using the same or similar Proprietary Marks or any other Proprietary Marks and grant licenses or franchises under those systems without providing you any rights.
- (iv) To develop other marks that may be similar to the Proprietary Marks and exclude those similar marks from the Proprietary Marks, in which case you will have no right to use them.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under it if our currently owned Proprietary Marks no longer can be used, or if we, in our sole discretion, determine that substitution of different Proprietary Marks will be beneficial to the System. You will be responsible for all expenses related to the substitution of different Proprietary Marks and must complete the substitution in accordance with the deadlines we reasonably establish.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights:

We do not own any registered patents, and do not have any pending patent applications, that are material to the franchise. We do not own any copyrights that are material to the franchise except as described below.

We claim copyright protection in original materials used in the System, including the Manual, menus, training, and advertising and promotional materials used in the System.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

Confidential Manuals and Other Confidential Information:

You and your owners must at all times treat the Franchise Manual, any other manuals we authorize, and the information contained in those manuals, as confidential. You must not copy, duplicate, record or otherwise reproduce those materials, or make them available to any unauthorized person. The Franchise Manual is solely our property and must at all times be kept in a secure place on the Yummi Kiosk premises. We may revise the contents of the Franchise Manual, and you must comply with each new or changed standard. You must at all times ensure that the Franchise Manual is kept current and up-to-date, and, if there is any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual we maintain at our home office will be controlling.

In addition to our manuals, you and your owners must protect our other confidential information. You and your owners may not, during the term of the Franchise Agreement or after their termination or expiration, communicate, divulge, or use for the benefit of any other person or legal entity, any confidential information, drawings, knowledge, or know-how concerning the methods of development or operation of Yummi Kiosks which may be communicated to you or them or of which you or they may learn in operating Yummi Kiosks under the Franchise Agreement. You and your owners may divulge the confidential information only to those of your employees as must have access to it in order to develop or operate the Yummi Kiosks. You shall be responsible for any improper disclosures of such confidential information by your employees. All information, drawings, knowledge, know-how, and techniques used in or related to the Yummi Kiosk which we communicate in writing or otherwise to you, including, software licensed or provided by us, the Franchise Manual, recipes, plans and specifications, marketing information and strategies, and site evaluation and selection techniques are confidential for purposes of the Franchise Agreement.

Without limiting any other remedies available to us, if you or your owners fail to comply with the requirements of the Franchise Agreement concerning confidentiality, it will cause us irreparable injury and you and your owners must (in addition to any other remedies we have) pay all our court costs and our reasonable attorneys' fees incurred in obtaining specific performance of, or an injunction against any violation of, the requirements of the agreements concerning confidentiality.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are operating as a corporation, a partnership or other business entity, when you sign the Franchise Agreement, you must designate an individual Owner to serve as your “Managing Owner.”

Your Managing Owner or Operating Partner (as defined below), as applicable, must (i) own the largest percentage share of ownership in you, but in no event less than ten percent (10%), (ii) be authorized by you to bind you in any dealings with us and your authorized distributors, suppliers, and contractors, (iii) be authorized by you to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iv) unless an Operating Partner is appointed, devote his or her full time and best efforts to the operations of the Yummi Kiosk with no operational or management commitments to other businesses. Your Managing Owner (or Operating Partner) must also satisfy our training requirements. Except as may be permitted under the Franchise Agreement, the Managing Owner’s interest in you must remain free of any encumbrance (including any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options).

We may require you, your Managing Owner, Operating Partner and your other Owners and officers to sign agreements to be individually bound by certain covenants, including covenants protecting our confidential and proprietary information and/or covenants not to compete. We may, at our sole discretion, require your Managing Owner, Operating Partner, and any other of your Owners to guarantee your performance under the Franchise Agreement, including but not limited to your financial obligations. If a guarantee is not required by us upon execution of the Franchise Agreement, we reserve the right if you are in monetary default under the Franchise Agreement (even if cured), to require any or all of your Owners to sign the Guaranty of Franchise Agreement, in addition to our other rights and remedies under the Franchise Agreement.

You cannot change your Managing Owner or your Operating Partner without our prior written consent.

We have the right to require you to comply with covenants against the use and disclosure of any confidential information and covenants not to compete by your Owners, Operating Partners, managers and any other employees or agents who have received or will receive access to our training or confidential information. All of the required covenants must be substantially in the form of those included in the Franchise Agreement attached hereto as **Exhibit A**.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Yummi Kiosk premises solely for the operation of the Yummi Kiosk and must keep the Yummi Kiosk open and in normal operation for the hours and days we specify in the Manual or otherwise in writing. You must refrain from using or permitting the premises to be used for any other purpose or activity at any time without first obtaining our written consent.

You must meet and maintain the highest applicable health standards and ratings. You must furnish to us, within seven (7) days after receipt, a copy of any inspection report, warning citation, certificate and/or rating which indicates you failed to meet or maintain the highest applicable health or safety standards in operating the Yummi Kiosk. If you fail to meet or maintain the health and safety standards or, if there is a public health, safety and/or sanitation emergency involving the Yummi Kiosk, then you must temporarily close the Yummi Kiosk immediately upon receipt of written notice from us and you shall not re-open the Yummi Kiosk until you have (a) cured such health and safety deficiency(-ies) and/or resolved such emergency(-ies) and (b) received written permission from us to re-open the Yummi Kiosk.

To ensure that the highest degree of quality and service is maintained, you must operate the Yummi Kiosk in strict conformity with the methods, standards, and specifications we require in the Franchise Manual, as it is amended in our discretion.

You must purchase all labels, food inventory, and utensils from us or an approved supplier. You must maintain in sufficient supply, and use and/or sell at all times, only the menu items, ingredients, products, materials, supplies, and paper goods that meet our standards and specifications, and must refrain from deviating from those standards by using or offering non-conforming items, without first obtaining our written consent. You are required to offer or sell only the menu items, products, and services as have been expressly approved for sale in writing by us; to offer or sell all types of menu items, products, and services specified by us; to refrain from any deviation from our standards and specifications without first obtaining our written consent; and to discontinue selling and offering for sale any menu items, products, or services which we may, in our discretion, disapprove in writing at any time. We may change the goods and services you are authorized to sell at any time in our discretion, and there are no limits on our right to do so.

You must charge customers the prices we designate for the offer and/or sale of any menu item, products, and/or services.

You are required to offer or sell authorized products and services only at the Yummi Kiosk and to refrain from off-premises sales or catering unless expressly authorized by us in writing.

You are prohibited from installing or permitting to be installed on or about the Yummi Kiosk premises, any fixtures, furnishings, equipment, computer software, decor, signs, games, vending machines, or other items not previously approved as meeting our standards and specifications without first obtaining our written consent.

You may only employ advertising materials and promotional activities which conform to the standards and specifications listed in the Franchise Manual or otherwise and which have first been approved by us in writing.

You may not advertise, promote, post or list information relating to the Yummi Kiosk on the Internet (through the creation of a website or otherwise), including, but not limited to, social channels such as Facebook, Instagram, Twitter, SnapChat, Tumblr or TikTok without our prior written consent.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Category	Section of Franchise Agreement	Summary
a. Length of the term of the Franchise	2.1	Term will begin on the effective date of your Franchise Agreement and, unless terminated sooner, will expire one year following the effective date (subject to renewal as provided in Section 2.2 of the Franchise Agreement).
b. Renewal or extension of the term	2.2	Unless Franchisor or franchisee have delivered written notice to the other party of their intent not to renew the Franchise Agreement least 60 days prior to the expiration of the then-current term, the term shall be renewed for an additional one-year term, provided the conditions set forth in subsection c below have been satisfied or waived.
c. Requirements for franchisee to renew or extend	2.2(a) thru (f)	To remain a franchisee, you must meet all required conditions at the end of the then-current Term, including signing our then-current form of franchise agreement, which may be materially different from the form attached to this disclosure document, including higher fees and payment of a successor fee. Other conditions are: you must not be in default of any provisions of your Franchise Agreement; you must have satisfied all monetary obligations owed to us or our affiliates; you must execute a general release; and you must comply with our then-current qualification and training requirements.
d. Termination by Franchisee	Not applicable	Not applicable
e. Termination by Franchisor without "cause"	14.9	Franchisor may terminate the Franchise Agreement, upon thirty (30) days' notice to franchisee.

Category	Section of Franchise Agreement	Summary
f. Termination by Franchisor with “cause”	14.2, 14.3 and 14.4	Each of your obligations and conditions under the Franchise Agreement is a material and essential obligation or condition, the breach or failure of which may result in termination.
g. “Cause” defined - curable defaults	14.3	If you: abandon the Yummi Kiosk unless the Yummi Kiosk has been closed for a reason approved in writing by us or due to governmental order or a force majeure event; act or fail to act in a manner that results in a breach of our Occupancy Agreement; lose the right to transact business; engage in conduct that reflects unfavorably on us; fail to comply with your Franchise Agreement, the System, and/or any health, safety, or sanitation law, rule or regulation relating to cleanliness and sanitation, failure to resolve any public health or safety emergency; misuse the Proprietary Marks; enter into a subfranchise or similar agreement or a management or consulting arrangement relating to your Franchise Agreement and/or the Yummi Kiosk; fail to pay amounts owed under the Franchise Agreement; fail to open the Yummi Kiosk to the general public within 30 days after signing the Franchise Agreement. The ability to cure a default by Franchisee shall be in Franchisor’s sole discretion and to Franchisor’s sole satisfaction.
h. “Cause” defined - defaults which cannot be cured	14.2 and 14.5	If you: become insolvent or make a general assignment for the benefit of creditors; make a transfer in violation of the Franchise Agreement; file a voluntary petition for bankruptcy (or an involuntary petition involving you is filed); are adjudicated bankrupt or insolvent in proceedings filed against you; consent to a bill of equity or other proceeding for the appointment of a receiver or other custodian; have a receiver or other custodian appointed by any court; have proceedings for a composition of creditors instituted; have outstanding judgments against you for over 30 days; are dissolved; have execution levied against your business or property; are sued (or otherwise proceeded against) to foreclose any lien or mortgage against the Yummi Kiosk (or equipment therein) and not dismissed within 30 days; have real or personal property of Yummi Kiosk sold after levy; are indicted or convicted of a sub franchise crime for which imprisonment is a potential penalty; submit documentation containing any material false/misleading statements or omitting any material facts; violates or deal with anyone who violates any anti-terrorism laws; breach the Franchise Agreement or related agreements; etc.

i. Franchisee's obligations on termination/non-renewal	15.1	You must immediately: cease operating the Yummi Kiosk; cease using the System, the Proprietary Marks, the Manual, and the Confidential Information; return the Manual, Confidential Information, all written materials bearing the Proprietary Marks, and all computer hardware and software which may have been provided or licensed by us; cancel any assumed name or equivalent registration which contains the Proprietary Marks and give us evidence of compliance; and within 10 days after termination pay all amounts owed to us under the Franchise Agreement or otherwise. Within 30 days before and after the expiration or termination of your Franchise Agreement we have the option (but not the obligation) to purchase any or all of the furnishings, fixtures, equipment and signs related to your Yummi Kiosk for 50% of their original purchase prices and all usable food inventory purchased from Franchisor that Franchisee has on hand at the Host Location and usable food inventory in transit thereto that has already been paid for by Franchisee for 90% of its original purchase price.
j. Assignment of contract by Franchisor	13.1	We have the right to transfer or assign our interest in the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by Franchisee – defined	13.2	Transfer includes selling, assigning, transferring, conveying, giving away, pledging, mortgaging or otherwise encumbering any direct or indirect interest in Franchisee, Franchise Agreement, the Yummi Kiosk, and/or Proprietary Marks.
l. Franchisor approval of transfer by Franchisee	13.2 and 13.3	You must obtain our written consent before transferring any interest described in subsection k. above. We will not unreasonably withhold our consent.
m. Conditions for Franchisor approval of transfer	13.3	You must: pay all amounts due us or our affiliates; not be in default of your Franchise Agreement; execute a general release; pay a transfer fee; remain liable for pre-transfer obligations. Your proposed transferee must sign a written agreement agreeing to assume all obligations of your Franchise Agreement; meet our criteria for becoming a franchisee; sign our then-current Franchise Agreement; complete our training program; if proposed transferee is an entity, it must show us its compliance with the representations and warranties and covenants in the Franchise Agreement; and satisfy other reasonable conditions that we require.

n. Franchisor's right of first refusal to acquire Franchisee's business	13.6 and Attachment E	Within 30 calendar days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase Franchisee's business	Not applicable	Not applicable
p. Death or disability of Franchisee	13.7	Upon death or permanent disability of any person with an ownership interest in Franchisee, the franchise must be transferred to someone approved by us within two-three months from such death or within six months after notice to Franchisee regarding such permanent disability.
q. Non-competition covenants during the term of the franchise	16.3(a)	You are prohibited from: diverting or attempting to divert any business or customer to any competitor of SSS or taking any actions that injure or prejudice the Proprietary Marks and System; having any interest in any competitive produce kiosk/restaurant business.

r. Non-competition covenants after the franchise is terminated or expires	16.3(b) and (c)	For a period of two years after the earliest of the termination or expiration of your Franchise Agreement and the transfer of all of your interest in the Franchise Agreement and for a period of one year after any individual or entity ceases to be a “Franchisee’s Owner”, you and such individual/entity, as applicable, are prohibited from: diverting or attempting to divert any business or customer to any competitor or taking any actions that injure or prejudice the Proprietary Marks and System; having any interest in any competitive produce kiosk/restaurant business located within the United States.
s. Modification of the agreement	20.1	Except for changes we are permitted to make under your Franchise Agreement, no amendment, change, or variance from the Franchise Agreement will be binding unless mutually agreed to and executed by the parties.
t. Integration/Merger clause	20.1	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. We may not disclaim representations made in the disclosure document.
u. Dispute resolution by arbitration or mediation	21.2	Either party may submit claims or disputes to non-binding mediation; the non-binding mediation will be conducted through either an individual mediator or a mediation service organization. Otherwise, either party may submit their claims or disputes to be resolved in an arbitration proceeding conducted by JAMS (formerly Judicial Arbitration and Mediation Services).

v. Choice of forum	21.3	<p>Unless contrary to applicable state law and subject to the requirement in Section 21.2 of the Franchise Agreement to resolve disputes by arbitration or mediation, the venue for all court proceedings related to the Franchise Agreement is under the jurisdiction of the State Courts of Texas, located in Dallas County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division.</p> <p>In addition to the provisions noted in this chart, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Sections 21.7 and 21.8 of the Franchise Agreement. We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.</p>
w. Choice of law	21.3	<p>Unless contrary to applicable state law, the Franchise Agreement shall be interpreted and construed under Texas law (without regard to Texas choice of law rules). Any State law regarding the offer and sale of franchises, franchise relationships and/or business opportunities will not apply unless the applicable jurisdictional requirements are met.</p>

ITEM 18
PUBLIC FIGURES

We currently do not use any public figure to promote the sale of our franchises.

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 this **Item 19** may be given only if: (1) Franchisor provides the actual records of an existing outlet you are considering buying; or (2) 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 Katie Aung, 14043 Distribution Way, Farmers Branch, TX, 75234, 972-402-9498, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Systemwide Outlet Summary as of December 31, 2023:

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change (+/-)
Franchised	2021	0	0	0
	2022	0	241	241
	2023	241	276	35
Independent Contractors	2021	135	192	57
	2022	192	45	-147
	2023	45	47	2
Company Owned	2021	17	69	52
	2022	69	10	-59
	2023	10	6	-4
Total Outlets	2021	152	261	109
	2022	261	296	35
	2023	296	329	+33

Transfers of Outlets from Franchisees to New Owners (other than Franchisor) or Other Franchisees as of December 31, 2023

State	Year	Number of Transfers
Louisiana	2021	0
	2022	1
	2023	1
Massachusetts	2021	0
	2022	1

	2023	10
Ohio	2021	0
	2022	1
	2023	4
Oregon	2021	0
	2022	1
	2023	1
Pennsylvania	2021	0
	2022	7
	2023	7
Tennessee	2021	0
	2022	4
	2023	10
Texas	2021	0
	2022	8
	2023	28
Washington	2021	0
	2022	8
	2023	18
Total	2021	0
	2022	31
	2023	79

Status of Franchised Outlets as of December 31, 2023

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisees)	Acquired from Franchisor	Terminations	Non-Renewals	Reacquired by Franchisor	Converted from Contractor	Ceased Operations – Other Reasons	Outlets at the End of the Year
DE	2021	0	0	0	0	0	0	0	0	0
	2022	0	1	5	0	0	0	0	0	6
	2023	6	0	1	0	0	2	0	0	5
FL	2021	0	0	0	0	0	0	0	0	0
	2022	0	1	2	0	0	0	0	0	3
	2023	3	1	0	0	0	1	0	0	3
ID	2021	0	0	0	0	0	0	0	0	0
	2022	0	3	2	0	0	0	8	0	13
	2023	13	0	0	0	0	0	0	0	13
KY	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	0	0	1
LA	2021	0	0	0	0	0	0	0	0	0
	2022	0	2	6	0	0	0	13	0	21
	2023	21	23	0	0	0	0	0	0	44
MA	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	2	0	0	0	10	0	12
	2023	12	1	2	0	0	0	0	0	15
MT	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	0	0	2
NJ	2021	0	0	0	0	0	0	0	0	0
	2022	0	4	2	0	0	0	0	0	6

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisees)	Acquired from Franchisor	Terminations	Non-Renewals	Reacquired by Franchisor	Converted from Contractor	Ceased Operations – Other Reasons	Outlets at the End of the Year
	2023	6	1	0	0	0	0	0	0	7
OH	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	1	0	0	0	8	0	9
	2023	9	1	0	0	0	0	0	0	10
OR	2021	0	0	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	2	0	3
	2023	3	1	0	0	0	0	0	0	4
PA	2021	0	0	0	0	0	0	0	0	0
	2022	0	2	13	0	0	0	7	0	22
	2023	22	0	2	0	0	2	0	0	22
TN	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	4	0	0	0	23	0	27
	2023	27	0	0	0	0	0	0	0	27
TX	2021	0	0	0	0	0	0	0	0	0
	2022	0	6	21	0	0	0	42	0	69
	2023	69	2	2	0	0	1	0	0	72
WA	2021	0	0	0	0	0	0	0	0	0
	2022	0	3	2	0	0	0	44	0	49
	2023	49	1	0	0	0	0	0	0	50
WY	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	0	0	1
Total	2021	0	0	0	0	0	0	0	0	0
	2022	0	23	62	0	0	0	157	0	241

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisees)	Acquired from Franchisor	Terminations	Non-Renewals	Reacquired by Franchisor	Converted from Contractor	Ceased Operations – Other Reasons	Outlets at the End of the Year
	2023	241	34	7	0	0	6	0	0	276

Status of Company-Owned Outlets as of December 31, 2023

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisees)	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
California	2021	2	0	3	0	2	3
	2022	3	1	1	0	2	3
	2023	3	0	0	0	2	1
Delaware	2021	0	0	6	0	0	6
	2022	6	0	0	0	5	1
	2023	1	0	2	0	1	2
Florida	2021	0	0	2	0	0	2
	2022	2	0	0	0	2	0
	2023	0	0	1	0	0	1
Idaho	2021	0	0	2	0	0	2
	2022	2	0	0	0	2	0
	2023	0	0	0	0	0	0
Kentucky	2021	0	0	1	0	0	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchises)	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Louisiana	2021	3	0	3	0	0	6
	2022	6	0	0	0	6	0
	2023	0	0	0	0	0	0
Massachusetts	2021	2	0	2	0	0	4
	2022	4	0	1	0	2	3
	2023	3	0	0	0	3	0
New Jersey	2021	0	0	2	0	0	2
	2022	2	0	0	0	2	0
	2023	0	0	0	0	0	0
Ohio	2021	0	0	1	0	0	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
Pennsylvania	2021	0	0	14	0	0	14
	2022	14	0	0	0	13	1
	2023	1	0	0	0	1	0
Tennessee	2021	1	0	3	0	0	4
	2022	4	0	0	0	4	0
	2023	0	0	0	0	0	0
Texas	2021	9	0	15	0	2	22
	2022	22	0	1	0	21	2
	2023	2	0	1	0	2	1
	2021	0	0	2	0	0	2

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisees)	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Washington	2022	2	0	0	0	2	0
	2023	0	0	1	0	0	1
Totals	2021	17	0	55	0	4	67
	2022	69	1	3	0	63	10
	2023	10	0	5	0	9	6

Projected Openings as of December 31, 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company- Owned Outlets in the Next Fiscal Year
Louisiana	0	41	0
Montana	0	1	0
Ohio	0	1	0
Oregon	0	1	0
Total	0	44	0

The names of all current franchisees, and the address and telephone number of each of their outlets are listed in **Exhibit E**.

The name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee or independent contractor who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with Franchisor during the most recently completed fiscal year or who has not communicated with the Franchisor within ten (10) weeks of the disclosure document issuance date are listed below in **Exhibit E**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. Additionally, if you buy this franchise, your contact information may be disclosed to other buyers while you operate a franchise in the franchise system.

As of the date of this disclosure document, we are not offering to a prospective franchisee any outlets we currently control that were previously owned by a franchisee. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

During the last three (3) fiscal years, we have no current or former franchisees who have signed provisions restricting their ability to speak openly to you about their experience with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

See **Exhibit C**.

GBC FOOD SERVICES, LLC



**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT**

DECEMBER 31, 2023

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INDEPENDENT AUDITORS' REPORT

To the Members of
GBC Food Services, LLC

Opinion

We have audited the financial statements of GBC Food Services, LLC, which comprise the balance sheet as of December 31, 2023, and the related statements of income and changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of GBC Food Services, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of General and Administrative Expenses on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Hext & Associates, P.C.

Dallas, Texas

September 13, 2024

GBC FOOD SERVICES, LLC
BALANCE SHEET
DECEMBER 31, 2023

ASSETS

Current Assets		
Cash and cash equivalents	\$	1,302,921
Accounts receivable, net		6,845,498
Inventories		2,823,714
Due from related party		4,387,631
Prepaid expenses and other current assets		422,938
Total Current Assets		<u>15,782,702</u>
Property and Equipment, net		358,123
Intangible Assets, net		287,046
Other Assets		71,576
Total Assets	\$	<u><u>16,499,447</u></u>

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities		
Accounts payable	\$	8,962,763
Accrued liabilities		319,906
Due to related party		3,512,605
Current maturities of notes payable		157,927
Total Current Liabilities		<u>12,953,201</u>
Long-term Liabilities		
Notes payable, less current maturities		<u>1,986,544</u>
Total Liabilities		14,939,745
Members' Equity		<u>1,559,702</u>
Total Liabilities and Members' Equity	\$	<u><u>16,499,447</u></u>

The notes to financial statements are an integral part of these statements.

GBC FOOD SERVICES, LLC
STATEMENT OF INCOME AND CHANGES IN MEMBERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenues	\$ 87,406,914
Cost of Goods Sold	
Operator royalties	56,474,378
Food product purchases	9,249,465
Fright outbound	1,696,069
Packaging purchases	1,692,950
Inventory adjustment	758,693
Corporate outlet	672,790
Supplies purchase	621,302
Short term operators	370,515
Operator expenses	188,435
SSS-deli product purchase	127,468
Other	98,361
Total Cost of Goods Sold	<u>71,950,426</u>
Gross Profit	15,456,488
General and Administration Expense	<u>12,456,529</u>
Income from Operations	2,999,959
Other Income (Expense) Interest expense	
Interest expense	(120,386)
Interest income	22,200
Other income	5,875
Total Other Expense	<u>(92,311)</u>
Income Before Income Tax	2,907,648
Income tax expense - current	<u>178,019</u>
Net Income	2,729,629
MEMBERS' EQUITY AT BEGINNING OF YEAR	1,007,624
Distributions	<u>(2,177,551)</u>
MEMBERS' EQUITY AT END OF YEAR	<u><u>\$ 1,559,702</u></u>

The notes to financial statements are an integral part of these statements.

GBC FOOD SERVICES, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

Cash Flows from Operating Activities Net Income

Net income	\$ 2,729,629
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Depreciation	172,075
Amortization	16,885
Change in operating assets and liabilities:	
Accounts receivable, net	(3,558,299)
Inventories	(170,804)
Other receivables	(145,474)
Prepaid expenses and other current assets	(403,097)
Other assets	(36,103)
Accounts payable	4,107,822
Accrued liabilities	(41,783)
Net cash provided by operating activities	<u>2,670,851</u>

Cash Flows from Investing Activities

Purchases of property and equipment	(167,741)
Purchases of intangible assets	(303,931)
Net cash used in investing activities	<u>(471,672)</u>

Cash Flows from Financing Activities

Principal payments on notes payable	(127,328)
Distributions	(2,177,551)
Net cash used in financing activities	<u>(2,304,879)</u>

Net Change in Cash and Cash Equivalents	(105,700)
Cash and Cash Equivalents, Beginning of Year	<u>1,408,621</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 1,302,921</u></u>

Supplemental Disclosures: Cash paid for interest

Cash paid for interest	<u>\$ 120,386</u>
Cash paid for state taxes	<u>\$ 178,019</u>

The notes to financial statements are an integral part of these statements.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 1 – ORGANIZATION AND NATURE OF THE BUSINESS

GBC Food Services, LLC DBA Yummi Sushi (the “Company”) is a Texas Limited Liability Company formed on May 17, 2011, with headquarters in Farmers Branch, Texas. The Company is the proud supplier of fresh, high-quality sushi products. Partnered with upscale supermarkets nationwide, the Company provides highly trained, experienced chefs who prepare delicious Japanese dishes daily with exquisitely seasoned rice, crisp sliced vegetables, and the freshest seafood available, which are then professionally displayed in ready-to-go sushi containers.

During 2022 the Company began transitioning from primarily an independent contractor model to a franchise model for the operation of sushi kiosks within the host grocery locations.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements are presented in accordance with accounting principles generally accepted by the United States of America (“GAAP”).

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The Company’s financial instruments consist primarily of cash and cash equivalents, trade accounts receivable, accounts payable, and notes payable. The carrying amounts of cash and cash equivalents, trade accounts receivable, and accounts payable approximate their fair values because of the short-term maturities or expected settlement dates of these instruments. The estimated fair value of notes payable also approximates their carry amounts because the terms are comparable to similar lending arrangements in the marketplace.

Cash Equivalents

The Company considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents. At times, cash and cash equivalents held at a financial institution may be in excess of the Federal Deposit Insurance Corporation (“FDIC”) coverage limit. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable, Net

Accounts receivable are carried at original invoice amount, less estimates made for doubtful accounts. Management determines the allowance for doubtful accounts by reviewing and identifying troubled accounts on a monthly basis and by using historical experience applied to an aging of account balances. Accounts receivable are written-off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received. As of December 31, 2023, the Company estimated no allowance reserve for doubtful accounts.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories

Inventories consisting primarily of finished goods include food and related products held for resale. Inventories are valued at the lower of cost or net realizable value using the weighted average cost method. Management evaluates all inventories and estimates a reserve for excess or obsolete inventories based on historical trends. As of December 31, 2023, the Company estimated no reserve for excess or obsolete inventory.

Property and Equipment, Net

Property and equipment are stated at cost. The cost of the property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is computed based upon the estimated useful lives of the assets using the straight-line method. The estimated useful lives of the related assets are three to seven years.

Long-lived assets are reviewed for potential write-downs when impairment indicators are present. If circumstances require a long-lived asset be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third party independent appraisals as considered necessary.

Lease Accounting

Adoption of New Accounting Standards

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2016-02, “Leases (Topic 842)”. ASU 2016-02 requires lessees to recognize most leases on their balance sheets for the rights and obligations created by those leases. The guidance requires enhanced disclosures regarding the amount, timing, and uncertainty of cash flows arising from leases. The ASU was effective for private companies for annual reporting periods beginning after December 15, 2020.

In June 2020, the FASB issued a one-year delay, and the effective date for private companies was deferred until fiscal years beginning after December 15, 2021. The Company adopted the new standard effective January 1, 2022.

The Company has one month-to-month lease for office and warehouse space with Aung Enterprises, LLC. The members of the Company are also the sole members of Lessor. This lease may be terminated by either party with thirty days’ notice.

The Company has elected the short-term lease recognition and measurement exemption for leases that, as of the commencement date, have a lease term of less than 12 months. The Company recognizes these short-term lease payments in profit or loss on a straight-line basis over the lease term.

The rent expense totaled \$1,307,771 for the year ended December 31, 2023.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Adoption of New Accounting Standards

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers (Topic 606)” (“ASC 606”). The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2020, using the modified retrospective approach. There was no cumulative effect on adoption of the new standard reflected as an adjustment to January 1, 2020 members’ equity due to the amount being immaterial to the financial statements.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing these practical expedients.

The Company derives its revenues primarily from the sale of sushi and other related products. Revenues are recognized when control of these products is transferred to its customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products. All performance obligations are satisfied at a point in time. The Company does not have any significant financing components as payment is received at or shortly after the point of sale.

Sales of ingredient products to franchisee operators represent a material component of revenue. Revenues are recognized and inventory relieved at the time of shipment.

The Company has adopted the practical expedient found in FASB ASC 952-606-25-2 that allows for the identification of certain pre-opening services as separate performance obligations with regards to the timing and amount of revenue recognition. The Company has identified that pre-opening services exist with regards to the Franchise Operating Manual and related Recipe Build Book, assistance with the preparation of facilities within the client host location, assistance obtaining relevant business licenses and permits, and stringent quality control programs performed by the Company. The value of these pre-opening services supports recognition of the full amount of the initial franchise fee upon store opening.

Initial franchise fees and other fees charged to franchisee do not account for a material component of revenue.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection of products and delivery to customers and are classified under cost of goods sold. Shipping and handling costs for the year ended December 31, 2023 was \$1,696,069.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Expense

Advertising costs are expensed as incurred and are classified under operating expenses. Advertising expense for the year ended December 31, 2023 was \$1,508,730.

Income Taxes

The Company is a limited liability company and is not required to pay federal income tax. Accordingly, no federal income tax expense has been recorded in the financial statements. The Company's federal taxable income or loss has been included in the members' respective income tax returns. The Company is subject to state income taxes as applicable.

The Company applies FASB Accounting Standards Codification ("ASC") 740-10 "Income Taxes" in establishing standards for accounting for uncertain tax positions. The Company evaluates uncertain tax positions with the presumption of audit detection and applies a "more likely than not" standard to evaluate the recognition of tax benefits or provisions. ASC 740-10 applies a two-step process to determine the amount of tax benefits or provisions to record in the financial statements. First, the Company determines whether any amount may be recognized and then determines how much of a tax benefit or provision should be recognized. As of December 31, 2023, the Company has no uncertain tax positions.

NOTE 3 – PROPERTY, EQUIPMENT AND INTANGIBLES

Property and equipment consisted of the following as of December 31, 2023:

Automobiles	\$ 785,747
Machinery and equipment	446,408
Furniture and fixtures	129,146
Computer equipment	96,855
Total Property and Equipment	<u>1,458,156</u>
Less accumulated depreciation	<u>(1,100,033)</u>
Total Property and Equipment, net	<u><u>\$ 358,123</u></u>

Depreciation expense associated with property and equipment amounted to \$172,075 for the year ended December 31, 2023.

Intangible assets consisted of the following as of December 31, 2023:

Internally developed software	\$ 303,931
Less accumulated amortization	<u>(16,885)</u>
Total Intangible Assets, net	<u><u>\$ 287,046</u></u>

Amortization expense associated with intangible assets amounted to \$16,885 for the year ended December 31, 2023.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 4 – LINE OF CREDIT

On July 31, 2023, the Company entered into a \$1,000,000 Revolving Line of Credit agreement with Comerica Bank. This line can be drawn upon as needed and matures on demand. It carries an interest rate of the bank's prime rate plus zero. The balance of this line of credit at December 31, 2023 was \$0.

NOTE 5 – NOTES PAYABLE

On June 22, 2020, the Company obtained an Economic Injury Disaster Loan ("EIDL") from a lender in the amount of \$150,000. The loan is secured by all tangible and intangible property that the Company now owns or shall acquire, bears interest at 3.75%, and is payable beginning December 22, 2022 in 330 equal monthly installments. Interest accrues during the deferment period. The loan matures on June 22, 2050. The Company recorded the \$10,000 EIDL grant in 2020 and is included in CARES Act loan forgiveness on the accompanying statements of income and changes in members' equity (deficit). On July 7, 2021, the Company applied for and received an EIDL principal increase to \$500,000. On May 13, 2022, the Company applied for and received an EIDL principal increase to \$2,000,000. The outstanding principal balance at December 31, 2023 was \$1,994,664.

On November 7, 2020, the Company obtained a promissory note from a lender in the amount of \$172,221 for the purchase of a vehicle. The loan is personally guaranteed by a member of the Company, bears interest at 3.79%, and is payable beginning December 22, 2020 in 60 equal monthly installments. The loan matures on November 22, 2025. The outstanding principal balance at December 31, 2023 was \$69,912.

On March 12, 2022, the Company obtained a promissory note from a lender in the amount of \$54,812 for the purchase of a vehicle. The loan is personally guaranteed by a member of the Company, bears interest at 3.99%, and is payable beginning April 26, 2022 in 36 equal monthly installments. The loan matures on March 26, 2025. The outstanding principal balance at December 31, 2023 was \$23,676.

On September 22, 2022, the Company entered into an equipment finance agreement from a lender in the amount of \$142,661 for the purchase of commercial kitchen equipment on behalf of a related party, Tech Foods LLC. The loan is personally guaranteed by a member of the Company, bears interest at 16.47%, and is payable beginning September 22, 2022 in 24 equal monthly installments. The loan matures on September 15, 2024. The outstanding principal balance at December 31, 2023 was \$58,462.

Future aggregate maturities of notes payable as of December 31, 2023 are as follows:

2024	\$	157,927
2025		80,571
2026		49,125
2027		50,999
2028		52,755
Thereafter		1,753,094
Total	\$	<u>2,144,471</u>

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 6 – RELATED PARTY TRANSACTIONS

In November 2015, the Company entered into a monthly lease agreement with Aung Enterprise, LLC (“Lessor”), for the lease of an office building from Lessor. The members of the Company are also the sole members of Lessor. In connection with the lease agreement, the Company has pledged substantially all its assets as collateral for the note payable that financed the purchase of the office building. The Company is also responsible for paying its share of property taxes, insurance, and repairs and maintenance. As of December 31, 2023, the outstanding balance of the Lessor’s debt is approximately \$5,937,980, which is payable in monthly principal and interest installments through August 2028. The note bears interest at a rate equal to 6.91%. Monthly base rent and payment of triple net expenses is \$100,000. For the year ended December 31, 2023, rent expense totaled \$1,200,000. The outstanding balance due from Aung Enterprise, LLC at December 31, 2023 was \$2,100.

The members of the Company transfer funds from their personal accounts to the Company during the course of regular business on a short-term, as needed basis. The total amount owed to the members at December 31, 2023 was \$0.

The Company transfers funds to/from several other related parties from the same ownership. Due from related party consisted of the following as of December 31, 2023:

Aung Enterprises LLC	\$ 1,469,284
Aung International LLC	2,100
GBC Property Management LLC	311,886
Supreme Service Solutions Inc	1,078,841
Supreme Sky LLC	1,032,322
Tech Foods LLC	493,198
Total Due from Related Parties	<u>\$ 4,387,631</u>

Due to related party consisted of the following as of December 31, 2023:

Supreme Service Solutions Inc	\$ 3,294,205
Supreme Sky LLC	218,400
Total Due to Related Parties	<u>\$ 3,512,605</u>

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL TATEMENTS
DECEMBER 31, 2023

NOTE 7 – COMMITMENTS AND CONTINGENCIES

The Company establishes accruals for lawsuits when it is probable that a loss has been or will be incurred and the Company can reasonably estimate its potential exposure, which may include a range of loss (referred to as a loss that is both “probable and estimable” in the discussion below). As to lawsuits in which the loss is not considered both probable and estimable, or is considered probable but not estimable, the Company does not establish an accrual in accordance with current accounting guidance. It is generally not possible to determine the exposure associated with the Company’s lawsuits for a number of reasons, including, without limitation, one or more of the following: liability appears to be remote; punitive class action lawsuits generally pose immaterial exposure until a class is actually certified; class definitions are often indefinite and preclude detailed exposure analysis; and complaints rarely state an amount sought as relief, and when such amount is stated, it is often a function of pleading requirements and may be unrelated to the potential exposure.

NOTE 8 – CONCENTRATIONS

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of trade accounts receivable and cash. Management believes that its contract acceptance, billing and collection policies are adequate to minimize the potential risk related to customer credit and collectability. The Company continually evaluates the credit worthiness of its customers’ financial condition and generally does not require collateral.

Cash in bank accounts is at risk to the extent that it exceeds FDIC insured amounts. To minimize risk, the Company places its cash with high credit quality institutions.

At December 31, 2023, three customers accounted for approximately 86% of the Company’s total merchant trade accounts receivable. Management has evaluated trade accounts receivable at December 31, 2023, and has determined that no allowance for estimated uncollectible accounts is necessary.

For the year ended December 31, 2023, three customers accounted for approximately 60% of the Company’s net sales. The loss of one or more of the Company’s major customers would negatively impact the business, results of operations and financial condition.

NOTE 9 – SUBSEQUENT EVENTS

The Company evaluated all material events or transactions that occurred after December 31, 2023 through September 13, 2024, the date these financial statements were available to be issued and determined that there were no additional events or transactions which would impact these financial statements.

SUPPLEMENTAL INFORMATION

GBC FOOD SERVICES, LLC
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSE
FOR THE YEAR ENDED DECEMBER 31, 2023

Wage & Salary	\$	4,235,926
Advertising and Marketing		1,508,730
Faculty Rent Expense		1,206,366
Travel Expenses		1,177,746
Professional Fees		1,134,258
Travel-Planned		469,116
Payroll Tax Expense		315,615
Meals and Entertainment		309,429
Insurance		275,312
Operational Taxes		254,281
Software & Computer Expenses		175,111
Depreciation		172,075
Repairs and Maintenance		171,948
Charitable Contributions		171,286
Employee Benefits		158,151
Travel- Unplanned		132,283
Utilities Expense		109,293
Contractors & Temporary EE's		104,317
Office Expenses		93,747
Supplies		59,928
Client Activities		55,992
Warehouse Supplies		43,140
Dues and Subscriptions		36,021
Research & Development		26,765
Bank Fees		19,758
Vehicle Expenses		18,821
Amortization		16,885
Misc. Expense		4,229
Total	\$	12,456,529

GBC FOOD SERVICES, LLC
FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT
DECEMBER 31, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

To the Members of
GBC Food Services, LLC

Opinion

We have audited the financial statements of GBC Food Services, LLC, which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of GBC Food Services, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Other Matter

The financial statements of GBC Food Services, LLC for the year ended December 31, 2021 were audited by another auditor who expressed an unmodified opinion on those statements on April 18, 2022.

Gwynn CPAs

Frisco, Texas
July 10, 2023

GBC FOOD SERVICES, LLC
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,408,621	\$ 1,250,450
Accounts receivable, net	3,287,199	2,897,629
Inventories	2,652,910	1,850,299
Due from related party	729,552	239,409
Prepaid expenses and other current assets	19,841	27,814
Total Current Assets	<u>8,098,123</u>	<u>6,265,601</u>
Property and Equipment, net	362,458	404,589
Other Assets	<u>35,473</u>	<u>-</u>
Total Assets	<u><u>\$ 8,496,054</u></u>	<u><u>\$ 6,670,190</u></u>
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 1,358,715	\$ 1,748,937
Accrued liabilities	3,857,916	2,892,386
Current maturities of notes payable	120,870	33,276
Total Current Liabilities	<u>5,337,501</u>	<u>4,674,599</u>
Long-term Liabilities		
Notes payable, less current maturities	<u>2,150,929</u>	<u>604,316</u>
Total Liabilities	7,488,430	5,278,915
Members' Equity	<u>1,007,624</u>	<u>1,391,275</u>
Total Liabilities and Members' Equity	<u><u>\$ 8,496,054</u></u>	<u><u>\$ 6,670,190</u></u>

The notes to financial statements are an integral part of these statements.

GBC FOOD SERVICES, LLC
STATEMENTS OF INCOME AND CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Revenues	\$ 89,668,381	\$ 74,423,250
Cost of Goods Sold	<u>76,009,989</u>	<u>61,515,111</u>
Gross Profit	13,658,392	12,908,139
Operating Expenses		
Salaries and wages	4,309,782	2,615,065
Contract labor	358,525	804,662
Advertising and marketing	2,258,138	1,623,941
Professional fees	631,996	426,046
Travel	2,147,281	1,285,138
Operating lease cost	888,660	553,802
Insurance	540,475	419,348
Licenses and permits	228,282	341,660
Other	1,772,143	1,848,198
CARES Act loan forgiveness	-	(535,900)
Total Operating Expenses	<u>13,135,282</u>	<u>9,381,960</u>
Income from Operations	523,110	3,526,179
Other Income (Expense)		
Interest expense	(44,793)	(20,818)
Interest income	2,148	1,852
Other income (expense)	<u>40,909</u>	<u>(25,000)</u>
Total Other Income (Expense)	<u>(1,736)</u>	<u>(43,966)</u>
Net Income	521,374	3,482,213
MEMBERS' EQUITY (DEFICIT) AT BEGINNING OF YEAR	1,391,275	(621,723)
Distributions	<u>(905,025)</u>	<u>(1,469,215)</u>
MEMBERS' EQUITY AT END OF YEAR	<u>\$ 1,007,624</u>	<u>\$ 1,391,275</u>

The notes to financial statements are an integral part of these statements.

GBC FOOD SERVICES, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Cash Flows from Operating Activities		
Net income	\$ 521,374	\$ 3,482,213
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	175,576	121,628
CARES Act loan forgiveness	-	(535,900)
Change in operating assets and liabilities:		
Accounts receivable, net	(389,570)	(1,979,944)
Inventories	(802,611)	(1,067,379)
Due from related party	(490,143)	327,642
Other receivables	-	25,000
Prepaid expenses and other current assets	7,973	(1,708)
Other assets	(35,473)	-
Accounts payable	(390,222)	1,011,252
Accrued liabilities	965,530	529,442
Due to related party	-	(20,000)
Net cash provided by (used in) operating activities	<u>(437,566)</u>	<u>1,892,246</u>
Cash Flows from Investing Activities		
Purchases of property and equipment	(133,445)	(110,581)
Cash Flows from Financing Activities		
Principal payments on line of credit	-	(350,000)
Proceeds from notes payable	1,697,473	885,900
Principal payments on notes payable	(63,266)	(318,065)
Distributions	(905,025)	(1,469,215)
Net cash provided by (used in) financing activities	<u>729,182</u>	<u>(1,251,380)</u>
Net Change in Cash and Cash Equivalents	158,171	530,285
Cash and Cash Equivalents, Beginning of Year	<u>1,250,450</u>	<u>720,165</u>
Cash and Cash Equivalents, End of Year	<u>\$ 1,408,621</u>	<u>\$ 1,250,450</u>
Supplemental Disclosures:		
Cash paid for interest	<u>\$ 44,793</u>	<u>\$ 20,818</u>
Cash paid for state taxes	<u>\$ 37,436</u>	<u>\$ 16,674</u>

The notes to financial statements are an integral part of these statements.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 1 – ORGANIZATION AND NATURE OF THE BUSINESS

GBC Food Services, LLC DBA Yummi Sushi (the “Company”) is a Texas Limited Liability Company formed on May 17, 2011, with headquarters in Farmers Branch, Texas. The Company is the proud supplier of fresh, high-quality sushi products. Partnered with upscale supermarkets nationwide, the Company provides highly trained, experienced chefs who prepare delicious Japanese dishes daily with exquisitely seasoned rice, crisp sliced vegetables, and the freshest seafood available, which are then professionally displayed in ready-to-go sushi containers.

During 2022 the Company transitioned from primarily an independent contractor model to a franchise model for the operation of sushi kiosks within the host grocery locations.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements are presented in accordance with accounting principles generally accepted by the United States of America (“GAAP”).

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The Company’s financial instruments consist primarily of cash and cash equivalents, trade accounts receivable, accounts payable, and notes payable. The carrying amounts of cash and cash equivalents, trade accounts receivable, and accounts payable approximate their fair values because of the short-term maturities or expected settlement dates of these instruments. The estimated fair value of notes payable also approximates their carry amounts because the terms are comparable to similar lending arrangements in the marketplace.

Cash Equivalents

The Company considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents. At times, cash and cash equivalents held at a financial institution may be in excess of the Federal Deposit Insurance Corporation (“FDIC”) coverage limit. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable, Net

Accounts receivable are carried at original invoice amount, less estimates made for doubtful accounts. Management determines the allowance for doubtful accounts by reviewing and identifying troubled accounts on a monthly basis and by using historical experience applied to an aging of account balances. Accounts receivable are written-off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received. As of December 31, 2022 and 2021, the Company estimated no allowance reserve for doubtful accounts.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories

Inventories consisting primarily of finished goods include food and related products held for resale. Inventories are valued at the lower of cost or net realizable value using the weighted average cost method. Management evaluates all inventories and estimates a reserve for excess or obsolete inventories based on historical trends. As of December 31, 2022 and 2021, the Company estimated no reserve for excess or obsolete inventory.

Property and Equipment, Net

Property and equipment are stated at cost. The cost of the property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is computed based upon the estimated useful lives of the assets using the straight-line method. The estimated useful lives of the related assets are three to seven years.

Lease Accounting

Adoption of New Accounting Standards

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2016-02, “Leases (Topic 842)”. ASU 2016-02 requires lessees to recognize most leases on their balance sheets for the rights and obligations created by those leases. The guidance requires enhanced disclosures regarding the amount, timing, and uncertainty of cash flows arising from leases. The ASU was effective for private companies for annual reporting periods beginning after December 15, 2020.

In June 2020, the FASB issued a one-year delay, and the effective date for private companies was deferred until fiscal years beginning after December 15, 2021. The Company adopted the new standard effective January 1, 2022.

The Company has one month-to-month lease for office and warehouse space with Aung Enterprises, LLC. The members of the Company are also the sole members of Lessor. This lease may be terminated by either party with thirty days’ notice.

The Company has elected the short-term lease recognition and measurement exemption for leases that, as of the commencement date, have a lease term of less than 12 months. The Company recognizes these short-term lease payments in profit or loss on a straight-line basis over the lease term.

Revenue Recognition

The Company derives its revenues primarily from royalties from the sale of sushi and other related products by the grocery stores. Revenues are recognized when control of these products is transferred to its customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products. All performance obligations are satisfied at a point in time. The Company does not have any significant financing components as payment is received at or shortly after the point of sale.

Sales of ingredient products to franchisee operators represent a material component of revenue. Revenues are recognized and inventory relieved at the time of shipment.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Company has adopted the practical expedient found in ASU 2021-02 that allows for the identification of certain pre-opening services as separate performance obligations with regards to the timing and amount of revenue recognition. The Company has identified that pre-opening services exist with regards to the Franchise Operating Manual and related Recipe Build Book, assistance with the preparation of facilities within the client host location, assistance obtaining relevant business licenses and permits, and stringent quality control programs performed by the Company. The value of these pre-opening services supports recognition of the full amount of the initial franchise fee upon store opening.

Initial franchise fees and other fees charged to franchisees do not account for a material component of revenue.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection of products and delivery to customers and are classified under cost of goods sold. Shipping and handling costs for the years ended December 31, 2022 and 2021 was \$1,693,553 and \$1,609,793, respectively.

Advertising Expense

Advertising costs are expensed as incurred and are classified under operating expenses. Advertising expense for the years ended December 31, 2022 and 2021 was \$2,258,138 and \$1,623,941, respectively.

Income Taxes

The Company is a limited liability company and is not required to pay federal income tax. Accordingly, no federal income tax expense has been recorded in the financial statements. The Company's federal taxable income or loss has been included in the members' respective income tax returns. The Company is subject to state income taxes as applicable.

The Company applies FASB Accounting Standards Codification ("ASC") 740-10 "Income Taxes" in establishing standards for accounting for uncertain tax positions. The Company evaluates uncertain tax positions with the presumption of audit detection and applies a "more likely than not" standard to evaluate the recognition of tax benefits or provisions. ASC 740-10 applies a two-step process to determine the amount of tax benefits or provisions to record in the financial statements. First, the Company determines whether any amount may be recognized and then determines how much of a tax benefit or provision should be recognized. As of December 31, 2022, the Company has no uncertain tax positions.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31:

	2022	2021
Automobiles	\$ 833,277	\$ 758,195
Machinery and equipment	318,082	272,945
Furniture and fixtures	115,002	113,904
Computer equipment	80,088	67,960
Office equipment	22,747	22,747
Total Property and Equipment	1,369,196	1,235,751
Less accumulated depreciation	(1,006,738)	(831,162)
Total Property and Equipment, net	<u>\$ 362,458</u>	<u>\$ 404,589</u>

Depreciation expense associated with property and equipment amounted to \$175,576 and \$121,628 for the years ended December 31, 2022 and 2021, respectively.

NOTE 4 – LINE OF CREDIT

On September 28, 2016, the Company entered into a revolving credit line with a bank with a credit limit of \$350,000 that is payable at maturity in September 28, 2019. The credit line was modified to extend the maturity date to October 26, 2020. Interest is payable monthly and accrues at the bank's prime rate, plus 2.5%. The revolving credit line was paid in full and terminated during 2021.

NOTE 5 – NOTES PAYABLE

On September 28, 2016, the Company obtained a promissory note from a lender in the amount of \$484,000. The loan is personally guaranteed by the members of the Company, bears interest at 5.85%, and is payable with monthly interest only payments beginning November 15, 2016, with equal monthly principal and interest payments beginning May 15, 2017. The promissory note was paid in full during 2021.

On September 10, 2018, the Company obtained a promissory note from a lender in the amount of \$75,534 for the purchase of a vehicle. The loan is personally guaranteed by a member of the Company, bears interest at 2.90%, and is payable beginning October 25, 2018 in 36 equal monthly installments. The promissory note was paid in full during 2021.

On September 20, 2018, the Company obtained a promissory note from a lender in the amount of \$80,572 for the purchase of a vehicle. The loan is personally guaranteed by a member of the Company, bears interest at 6.44%, and is payable beginning November 4, 2018 in 36 equal monthly installments. The promissory note was paid in full during 2021.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 5 – NOTES PAYABLE (CONTINUED)

On June 22, 2020, the Company obtained an Economic Injury Disaster Loan (“EIDL”) from a lender in the amount of \$150,000. The loan is secured by all tangible and intangible property that the Company now owns or shall acquire, bears interest at 3.75%, and is payable beginning December 22, 2022 in 330 equal monthly installments. Interest accrues during the deferment period. The loan matures on June 22, 2050. On July 7, 2021, the Company applied for and received an EIDL principal increase to \$500,000. On May 13, 2022, the Company applied for and received an EIDL principal increase to \$2,000,000. The outstanding principal balance at December 31, 2022 and 2021 was \$2,000,000 and \$500,000, respectively.

On November 7, 2020, the Company obtained a promissory note from a lender in the amount of \$172,221 for the purchase of a vehicle. The loan is personally guaranteed by a member of the Company, bears interest at 3.79%, and is payable beginning December 22, 2020 in 60 equal monthly installments. The loan matures on November 22, 2025. The outstanding principal balance at December 31, 2022 and 2021 was \$104,634 and \$137,692, respectively.

On January 22, 2021, the Company obtained a second draw PPP loan from a commercial bank in the amount of \$535,900. The loan is unsecured, bears interest at 1.00%, and is payable beginning May 9, 2022, in equal monthly installments through January 22, 2026. Interest accrues during the deferment period. The loan is subject to potential forgiveness in part or total, depending on the amount of certain costs incurred by the Company over a 24-week period after the loan disbursement date, including payroll costs, payment of interest on a covered obligation, rent and utilities. The outstanding principal and accrued interest was forgiven in full on October 22, 2021. The Company recorded \$535,900 in loan forgiveness in 2021 and is included in CARES Act loan forgiveness on the accompanying statements of income and changes in members’ equity.

On March 12, 2022, the Company obtained a promissory note from a lender in the amount of \$54,812 for the purchase of a vehicle. The loan is personally guaranteed by a member of the Company, bears interest at 3.99%, and is payable beginning April 26, 2022 in 36 equal monthly installments. The loan matures on March 26, 2025. The outstanding principal balance at December 31, 2022 was \$40,496.

On September 22, 2022, the Company entered into an equipment finance agreement from a lender in the amount of \$142,661 for the purchase of commercial kitchen equipment on behalf of a related party, Tech Foods LLC. The loan is personally guaranteed by a member of the Company, bears interest at 16.47%, and is payable beginning September 22, 2022 in 24 equal monthly installments. The loan matures on September 15, 2024. The outstanding principal balance at December 31, 2022 was \$126,669.

Future aggregate maturities of notes payable as of December 31, 2022 are as follows:

<u>Year Ending December 31,</u>	
2023	\$ 120,870
2024	145,353
2025	84,525
2026	48,590
2027	50,442
Thereafter	<u>1,822,019</u>
Total	<u>\$ 2,271,799</u>

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 6 – RELATED PARTY TRANSACTIONS

In November 2015, the Company entered into a monthly lease agreement with Aung Enterprise, LLC (“Lessor”), for the lease of an office and warehouse building from Lessor. The members of the Company are also the sole members of Lessor. In connection with the lease agreement, the Company has pledged substantially all its assets as collateral for the note payable that financed the purchase of the office building. The Company is also responsible for paying its share of property taxes, insurance, and repairs and maintenance. As of December 31, 2022, the outstanding balance of the Lessor’s debt is approximately \$3,527,800, which is payable in monthly principal and interest installments through June 2031. The note bears interest at a rate equal to 4.19%. Effective July 2022, monthly base rent is \$72,000 and monthly payments to cover the cost of real estate taxes, building insurance and maintenance is \$28,000. For the years ended December 31, 2022 and 2021, rent expense totaled \$870,000 and \$540,000, respectively. The outstanding balance due from Aung Enterprise, LLC at December 31, 2022 and 2021 was \$466,018 and \$239,409, respectively.

The Company transfers funds to other entities owned by the members of the Company on a short-term, as needed basis. The total amount due from these related party entities at December 31, 2022 was \$263,534. There are no specified repayment terms of these receivables.

NOTE 7 – COMMITMENTS AND CONTINGENCIES

The Company establishes accruals for lawsuits when it is probable that a loss has been or will be incurred and the Company can reasonably estimate its potential exposure, which may include a range of loss (referred to as a loss that is both “probable and estimable” in the discussion below). As to lawsuits in which the loss is not considered both probable and estimable, or is considered probable but not estimable, the Company does not establish an accrual in accordance with current accounting guidance. It is generally not possible to determine the exposure associated with the Company’s lawsuits for a number of reasons, including, without limitation, one or more of the following: liability appears to be remote; putative class action lawsuits generally pose immaterial exposure until a class is actually certified; class definitions are often indefinite and preclude detailed exposure analysis; and complaints rarely state an amount sought as relief, and when such amount is stated, it is often a function of pleading requirements and may be unrelated to the potential exposure.

NOTE 8 – CONCENTRATIONS

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of trade accounts receivable and cash. Management believes that its contract acceptance, billing and collection policies are adequate to minimize the potential risk related to customer credit and collectability. The Company continually evaluates the credit worthiness of its customers’ financial condition and generally does not require collateral.

Cash in bank accounts is at risk to the extent that it exceeds FDIC insured amounts. To minimize risk, the Company places its cash with high credit quality institutions.

At December 31, 2022, three customers accounted for approximately 87% of the Company’s total trade accounts receivable. At December 31, 2021, two customers accounted for approximately 80% of the Company’s total trade accounts receivable. Management has evaluated trade accounts receivable at December 31, 2022 and 2021, and has determined that no allowance for estimated uncollectible accounts is necessary.

GBC FOOD SERVICES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 8 – CONCENTRATIONS (CONTINUED)

For the year ended December 31, 2022, three customers accounted for approximately 66% of the Company's net sales. For the year ended December 31, 2021, three customers accounted for approximately 62% of the Company's net sales. The loss of one or more of the Company's major customers would negatively impact the business, results of operations and financial condition.

NOTE 9 – SUBSEQUENT EVENTS

The Company evaluated all material events or transactions that occurred after December 31, 2022 through July 10, 2023, the date these financial statements were available to be issued, and determined that there were no additional events or transactions which would impact these financial statements.

ITEM 22
CONTRACTS

Attached as an exhibit to this disclosure document is the following contract and its attachments:

1. Franchise Agreement (with attachments) – **Exhibit A**
2. Form of General Release – **Exhibit G**

ITEM 23
RECEIPTS

Attached as the last four (4) pages of this disclosure document are duplicate receipts (each receipt is two (2) pages). Please sign and date both receipts and return one (1) executed copy to us.

EXHIBIT A to FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

GBC FOOD SERVICES, LLC FRANCHISE AGREEMENT

(Franchisee Address)

(Franchisee Name)

(Date)

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ATTACHMENT F:	REQUIREMENTS FOR LOCAL ADVERTISING
ATTACHMENT G:	GUARANTY OF FRANCHISE AGREEMENT

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GBC FOOD SERVICES, LLC
FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (including all Attachments hereto, this “Franchise Agreement”) is entered into between GBC Food Services, LLC, a Texas limited liability company (“Franchisor”) and _____ (“Franchisee”, and together with Franchisor, collectively the “Parties”, and individually, each a “Party”) to be effective as of _____, 2024 (the “Effective Date”).

Recitals

- Franchisor (and/or its owners, affiliates, and subsidiaries), as the result of the expenditure of time, skill, effort and money, has developed and owns a distinctive system (the “System”) relating to the establishment and operation of Pan Asian food kiosks (“Yummi Kiosks”) which sell sushi, sashimi, Chinese food, poke, dumplings, and/or other Asian food items (in such combination as the franchisor may determine is appropriate) (“Pan Asian Food”) utilizing the trade name, Yummi Go Gourmet, and the brand names, Yummi Sushi, Yummi Sauces, Toshimi, Calmon and Sushi Sara.
- Yummi Kiosks will generally be located at the premises of third-parties (the “Hosts”), initially upscale supermarkets, and potentially hotels, cafeterias, and university facilities (“Host Locations”), that Franchisor intends to source under leases, licenses or other rights to occupy such Host Location (“Occupancy Agreements”) between the Host Location and Franchisor.
- In exchange for the right to locate Yummi Kiosks at Host Locations, the Host retains, pursuant to its Occupancy Agreement or other location agreement, a percentage of revenue collected from Yummi Kiosk sales (“Host Payments”).
- At the Yummi Kiosks, franchisees prepare their Pan Asian Food dishes daily with such elements as seasoned rice, crisp sliced vegetables, and seafood which are professionally displayed in ready-to-go containers for the Yummi Kiosks’ customers to purchase through the Host Location’s point of sale (“POS”) infrastructure, either to take with them or to consume at the Host Location’s shared common areas, either to take with them or to consume at the Host Location’s shared common areas.
- All payments for Yummi Kiosk products and services are processed by the Host which forward the net amounts therefrom, after withholding for sales tax and retaining its Host Payments, to Franchisor. From the net amounts received from the Host, Franchisor retains the fees and expense reimbursements to which it is entitled under this Franchise Agreement as well as any amounts otherwise due Franchisor from Franchisee for inventory, supplies or otherwise, remitting the remaining amount collected to Franchisee; provided that Franchisor intends to (but shall have sole discretion to decide otherwise) not withhold more than 25% of the amounts it receives in payment from time to time from a Host to apply against any such forgoing amounts owing Franchisor..
- The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, furnishings; special recipes and menu items; uniform standards, specifications, and procedures for operations; quality and uniformity of menu items, products and services offered; procedures for inventory and management and financial control; training and support; financing programs; safety programs; quality control programs; Occupancy Agreements and advertising and promotional programs; all of which may be changed, improved,

and further developed by Franchisor from time to time.

- Franchisor identifies the System by means of certain tradenames, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, Franchisor's tradename Yummi Go Gourmet, and the brand names, Yummi Sushi Yummi Sauces, Toshimi Calmon, Sushi Sara and such other tradenames, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor for use in connection with the System (collectively, the "Marks").
- Franchisor continues to develop and use (and control the use of) the Marks in order to identify for the public the source of menu items, products and services marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service.
- Franchisor has established a high reputation and a positive image with the public as to the quality of menu items, products and services available at Yummi Kiosks, which reputation and image have been and continue to be unique benefits to Franchisor and its franchisees.
- Franchisee and Owners (as defined below) understand and acknowledge the importance of Franchisor's high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications. Attachment C contains a complete list of all owners of any type of interest in Franchisee, showing the type and number of interests owned. If Owners are entities as opposed to natural persons, you must also set forth on Attachment C the names of the natural persons who own or control such entities. The natural persons who are the ultimate owners of the Franchisee, directly or indirectly through any number of affiliated entities, are herein defined as "Owners".
- Franchisee desires to use the System in connection with the operation of a Yummi Kiosk at the "Location" specified in Attachment A, as well as to receive the training and other assistance provided by Franchisor in connection operating the Yummi Kiosk.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as set forth herein.

ARTICLE 1 **GRANT OF FRANCHISE**

Section 1.1 Grant of Franchise. Subject to this Franchise Agreement, Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, the non-exclusive right and obligation to operate a franchised Yummi Kiosk (as specified on Attachment A) in accordance with the System only at the location specified on Attachment A (the "Location") using only the Marks at such kiosk (the "Franchised Yummi Kiosk"). During the Term (defined below), Franchisee shall use the Location solely for the operation of the Franchised Yummi Kiosk in accordance with this Franchise Agreement and for no other purpose and Franchisee shall not relocate the Franchised Yummi Kiosk without the express prior written consent of Franchisor. Franchisee must participate in any delivery and/or takeout program designated by Franchisor via any method, platform or system Franchisor may require in accordance with Franchisor's standards and procedures. If Franchisor requires Franchisee to participate in such programs, Franchisee will not be granted an exclusive delivery territory in connection with such programs.

(a) Whether the Host Location for the Franchised Yummi Kiosk is sourced by Franchisor or Franchisee and whether the Occupancy Agreement for the Franchised Yummi Kiosk is with Franchisor or

Franchisee, Franchisee shall strictly comply with the terms of the Occupancy Agreement and assure that there arises no breach thereof and Franchisee and its employees and agents shall comply with the Host's rules, policies and procedures applicable to it at the Host Location of the Franchised Yummi Kiosk. If Franchisee is not a party to the Occupancy Agreement, Franchisor will provide a copy of the Occupancy Agreement to Franchisee with Franchisor's trade secrets and other proprietary information redacted. Franchisee or any of Owners shall not enter into any subfranchise agreement, management agreement, operating agreement, consulting arrangement, subcontracting arrangement, outsourcing arrangement, or any other similar arrangement relating to the rights and obligations of Franchisee hereunder or the management administration or other operation of the Franchised Yummi Kiosk. This Franchise Agreement (including the rights, obligations, duties, and benefits hereunder) is intended solely for the Parties hereto, and no other person or entity shall have any rights, obligations, duties, and benefits under this Franchise Agreement.

(b) Franchisee agrees this Franchise Agreement is strictly limited to the non-exclusive right and obligation to operate a franchised Yummi Kiosk at the Location in accordance with this Franchise Agreement and does not grant any right to develop and/or operate any other Yummi Kiosk.

Section 1.2 No Territorial Rights. Franchisee agrees that this Franchise Agreement does not grant any territorial rights, radius restrictions, minimum population requirements, and/or any other requirements which would govern and/or restrict where another Yummi Kiosk may open and operate. Franchisor (on its behalf and on behalf of any other entity which it may acquire, or be acquired by, or otherwise is or becomes affiliated with) retains all rights not expressly granted in this Franchise Agreement.

(a) Franchisee agrees that Franchisor may establish, develop, construct, open, and operate Yummi Kiosks at any location other than the Location (either directly or through a franchise, licensing, joint venture, or any other arrangement).

(b) Franchisor (including its affiliates, partners, and/or authorized representatives) may, at any time, advertise or promote the System and fulfill customer orders in any area, including the areas where the Location is located.

(c) Franchisor may offer and sell (or authorize any person or entity to offer and sell) goods and services displaying the Marks or other tradenames and trademarks (e.g., prepackaged food and beverage items, T-shirts and other memorabilia) to the public through any distribution channel in any area and Franchisee acknowledges such goods or services may be similar to those offered by Franchised Yummi Kiosk.

(d) Franchisor reserves the right to develop and establish other tradenames, service marks, trademarks, logos, emblems and indicia of origin which may be similar to, or different from, the Marks (collectively, the "Other Marks"). The Other Marks shall be separate and distinct from the Marks referenced in this Franchise Agreement; therefore, (i) Franchisee shall have no rights to the Other Marks, and (ii) Franchisor (on its own behalf and on behalf of any other entity which it may acquire, or be acquired by, or otherwise is or becomes affiliated with) reserves the right to establish, develop, construct, open, and operate kiosks, other food service operations and other businesses including a food delivery business, under the Other Marks at any location, including in the area of the Location (either directly or through a franchise, licensing, joint venture or any other arrangement). The Other Marks may include, without limitation, brand extensions or related brands of Yummi Kiosks such as counter-service kiosks, quick-service kiosks or other such kiosks, and the Other Marks may include such kiosks operating under a similar tradename.

(e) Franchisee releases and shall hold harmless (i) Franchisor and its owners, subsidiaries, affiliates, developers, lawyers, accountants, and other professional advisers, representatives, servants,

independent contractors and agents, and (ii) the respective owners, subsidiaries, affiliates, lawyers, accountants, and other professional advisers, representatives, servants, independent contractors and agents of each of the foregoing, and the respective successors and assigns of any of those described in the preceding clauses (i) and (ii) (collectively, the “Franchisor Parties”), from any and all Damages (as defined in Section 17) which Franchisee may claim to have arising out of, or related to, the exercise by Franchisor or any other Franchisor Party of the rights reserved to Franchisor under this Section 1.2, including, without limitation, any claim related to an alleged cannibalization of Gross Sales (defined in Section 4.2(c)) and any claim related to the right to establish, develop, construct, open, and operate Yummi Kiosks and other kiosks or food service operations, and other businesses under the Other Marks at any location (either directly or through a franchise, licensing, joint venture, or any other arrangement).

ARTICLE 2

TERM AND SUCCESSOR FRANCHISE AGREEMENT

Section 2.1 Term. Unless sooner terminated in accordance with this Franchise Agreement, the “Term” of this Franchise Agreement shall be one (1) year, commence on the Effective Date, and renew in accordance with Section 2.2 below. Notwithstanding the foregoing, Franchisor may terminate this Agreement upon 30 days’ notice to Franchisee, for any reason or no reason pursuant to Section 14.9 of this Agreement.

Section 2.2 Renewal and Successor Franchise Agreement. Unless Franchisee or Franchisor deliver written notice to the other party of its intent not to renew this Franchise Agreement at least sixty (60) days prior to the end of the then-current Term (the “Renewal Notice Date”), the Term shall automatically renew for an additional one-year Term so long as the following conditions precedent are satisfied prior to the end of the then-current Term; provided, however, that any or all of such conditions may be waived by Franchisor at its option:

(a) As of the Renewal Notice Date and the date of the expiration of the then current Term, Franchisee shall not be in default of any provision of this Franchise Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates; and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the terms thereof.

(b) As of the Renewal Notice Date and as of the expiration of this Franchise Agreement, Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and shall have timely met those obligations throughout the Term of this Franchise Agreement.

(c) If applicable, Franchisee and Owners shall execute the Successor Franchise Agreement (defined as the then-current form of franchise agreement in use by Franchisor), which agreement shall supersede this Franchise Agreement in all respects as of the date such Successor Franchise Agreement is effective, and the terms of which may substantially differ from the terms of this Franchise Agreement, including, without limitation, the Franchise Fee (as defined below) and percentage payment due as advertising fees.

(d) Upon each renewal of the Term, Franchisee shall pay, a renewal fee between \$500 and \$6,500.

(e) Franchisee and each Owner shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor Parties.

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

ARTICLE 3

TRAINING AND OPENING REQUIREMENTS

Section 3.1 Initial Training. In connection with the opening of a Franchised Yummi Kiosk, Franchisor shall provide (on such dates and at such locations as determined by Franchisor) an initial operational training program for Franchisee's Managing Owner and Operating Partner (as defined in Section 7(b)) and up to five (5) of Franchisee's other personnel per Franchised Yummi Kiosk and Franchisee agrees that such personnel must complete such operational training program to Franchisor's satisfaction prior to opening of each such Franchised Yummi Kiosk (the "Initial Training").

(a) If the Managing Owner has completed the Initial Training and he or she will be opening a second or more Franchised Yummi Kiosk(s), then Franchisor may, at its option, require such Managing Owner to receive additional training together with the Operating Partner and up to five (5) additional personnel who will be working at the Franchised Yummi Kiosk(s).

(b) Any person subsequently employed by Franchisee in a management position at a Franchised Yummi Kiosk and each subsequent Managing Owner and Operating Partner, if any, shall attend and complete, to Franchisor's satisfaction, the Initial Training and, in such event, Franchisee shall pay to Franchisor a training fee of \$5,000 and Franchisee shall also be solely responsible for all expenses incurred by its training personnel, including airfare costs, rental car costs and other travel costs, lodging costs, meals and food costs, and other similar costs (such expenses collectively referred to herein as "Reimbursable Expenses") incurred by Franchisor in connection with its personnel providing such training.

Section 3.2 Other Assistance. Franchisor may, at its option, provide such continuing advisory assistance to Franchisee in the operation of the Franchised Yummi Kiosk, as Franchisor deems advisable.

(a) Franchisor may make available, from time to time, research data and other materials relating to merchandising, marketing, and advertising.

(b) Franchisor may, from time-to-time and at its option, provide to Franchisee advice and written materials concerning techniques of managing and operating the Franchised Yummi Kiosk, including, without limitation, information regarding new developments and improvements in kiosk equipment, food products, packaging and preparation.

(c) Franchisor may, from time-to-time and its option, provide financing to Franchisee on commercially reasonable terms and deduct any such due and owing indebtedness, interest, late fees, or any other costs or expenses incurred by Franchisor in connection with such financing arrangement from your share of the revenue of the Yummi Kiosk.

Section 3.3 Supplemental Training. In addition to the Initial Training, Franchisor reserves the right to require Franchisee, Managing Owner, Operating Partner and other personnel at the Franchised Yummi Kiosk to attend supplemental training courses at times and locations determined by Franchisor and all Reimbursable Expenses associated with such supplemental training shall be Franchisee's responsibility. Alternatively, if such supplemental training is provided at the Franchised Yummi Kiosk, Franchisee shall reimburse Franchisor for the Reimbursable Expenses incurred by Franchisor's personnel providing such supplemental training. Franchisor reserves the right to charge a fee to Franchisee for such supplemental training courses and training materials.

Section 3.4 Opening Requirements. In connection with the opening of the Franchised Yummi Kiosk, Franchisee shall conduct, at Franchisee's expense, such promotional and advertising activities as Franchisor may require. Franchisee agrees that Franchisor, in its reasonable business judgment, may require that the Franchised Yummi Kiosk be supported, in whole or in part, by an opening crew composed of trained representatives of Franchisor before and after the date of opening of the Franchised Yummi Kiosk. Franchisee's management team shall be at the Franchised Yummi Kiosk prior to the Franchised Yummi Kiosk opening as directed by Franchisor (for a period not to exceed two weeks prior to opening) and no opening crew shall be furnished by Franchisor until Franchisor's representative approves the Franchised Yummi Kiosk as ready for training. Franchisee further agrees to reimburse Franchisor for all reasonable Reimbursable Expenses incurred in providing such opening crew for the Franchised Yummi Kiosk.

Section 3.5 Authorization to Open. Prior to opening the Franchised Yummi Kiosk for business, Franchisee shall comply with all opening requirements set forth in this Franchise Agreement, the Franchise Manual (as defined below), and/or elsewhere in writing by Franchisor. Franchisee shall not, in any event, open the Franchised Yummi Kiosk to the public for business until Franchisee has received authorization to open from Franchisor.

Section 3.6 Release by Franchisee.

(a) Franchisor assumes all cost, liability, expense, and responsibility for locating, obtaining, and developing the Franchised Yummi Kiosk and for constructing and equipping the Franchised Yummi Kiosk (other than equipment, ingredients, inventory, utensils and other supplies needed to operate on a day-to-day basis, which Franchisee shall procure pursuant to the terms of this Agreement). Franchisee acknowledges that Franchisor's selection of a prospective site does not constitute a representation, promise, warranty, or guarantee by Franchisor that the Franchised Yummi Kiosk will be profitable or otherwise successful. Franchisee releases Franchisor and shall hold Franchisor Parties harmless from any and all Damages which may arise from Franchisor's locating, obtaining, and developing the Franchised Yummi Kiosk and for equipping the Franchised Yummi Kiosk.

(b) Franchisee releases Franchisor and shall hold Franchisor Parties harmless from any and all Damages which may arise from Franchisee's operation of the Franchised Yummi Kiosk.

ARTICLE 4
FEES AND PAYMENTS

Section 4.1 Initial Franchise Fee; Management Fee; Order Processing Fee. Franchisee shall pay to Franchisor an initial franchise fee of up to \$50,000 (the "Initial Franchise Fee"). Upon payment, subject to the foregoing rebate, the Initial Franchise Fee shall be deemed fully earned and nonrefundable in consideration for administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to franchise others. In consideration for the ongoing administrative, advisory, inspection and other expenses of Franchisor, for each Franchised Yummi Kiosk, Franchisee shall pay to Franchisor a biweekly management fee in an amount equal to the greater of \$200 or 1% of the prior biweekly period's Gross Sales of such Franchised Yummi Kiosk (the "Management Fee"), unless such fee is otherwise set forth on the signature page hereto. The Management Fee shall be paid on or before the Monday of the next biweekly period, subject to the Revenue Processing Period. Franchisee may request to order certain inventory or supplies through accounts maintained by Franchisor. We may charge a processing fee of \$50 in such event.

Section 4.2 Franchise Earnings and Definition of Gross Sales.

(a) **Franchisee Earnings.** During the Term (and in consideration of Franchisee's operation of

the Franchised Yummi Kiosk in accordance with the terms of this Franchise Agreement), Franchisor shall pay to Franchisee a continuing biweekly fee in an amount equal to _____ % of Gross Sales, as defined below (the “Franchisee Earnings”). Franchisor can deduct any and all amounts owed to it by Franchisee from any Franchisee Earnings it owes to Franchisee; provided, however, that Franchisor intends (but shall have sole discretion to decide otherwise) to not deduct more than 50% of the amount received from the Host to apply against amounts owed to Franchisor by Franchisee. Franchisee promises to repay all remaining amounts owing to Franchisor in the event the amount withheld from the Franchisee Earnings is insufficient to repay all amounts owing to Franchisor at such time.

(b) Franchisee Payment and Reporting Date. The Host will provide Franchisor with a biweekly Gross Sales report in arrears. The first such report may not be received until four to six (4-6) weeks after the commencement of operations at a particular Host Location. Accordingly, Franchisor will begin paying the Franchisee Earnings no later than six (6) weeks after the Yummi Kiosk begins operating (the “Revenue Processing Period”) for the first biweekly period of its operations and thereafter will continue to pay the Franchise Fee to Franchisee biweekly for the subsequent biweekly periods completed, subject to Franchisor’s receipt of the Host’s Gross Sales report for the applicable biweekly period and payment by the Host to Franchisor of all amounts due to Franchisor related to such Gross Sales report.

(c) Gross Sales. The term “Gross Sales” shall include the total amount of revenue collected from the sale of all goods or services provided by and/or from the Franchised Yummi Kiosk and all other income of every kind and nature related to the Franchised Yummi Kiosk (including, without limitation, the full value of on-premise sales, whether for cash or credit and with no deductions or exclusions whatsoever), except (i) federal, state, or municipal sales taxes collected by Host or Franchisee from customers and paid by Host to the appropriate taxing authority and (ii) any refunds, returns or credit card chargebacks.

Section 4.3 Other Payments. Any payments required to be paid by Franchisee to Franchisor under this Franchise Agreement must be received by Franchisor within ten (10) days of Franchisee’s receipt of any billing statement or invoice therefor, and shall be paid to Franchisor at:

GBC Food Services, LLC 14043 Distribution Way Farmers Branch, TX, 75234

Section 4.4 Late Charge and Interest on Late Payments. Any payment not actually received by Franchisor on or before the date on which such payment is due shall be deemed as late. To compensate Franchisor for the increased administrative expense of handling late payments, Franchisor has the right to charge a late charge for each delinquent payment, in the amount of five percent (5%) of the amount due and due upon making the delinquent payment. In addition to such late charge, Franchisee shall pay Franchisor interest on such late payment from the date it was due until paid at the lesser of (a) eighteen percent (18%) per annum and (b) the maximum rate permitted by applicable law. Entitlement to such interest shall be in addition to any other remedies Franchisor may have. Franchisee agrees this section does not constitute Franchisor’s agreement to accept payments after they are due or a commitment by Franchisor to extend credit to Franchisee or otherwise finance the operation of the Franchised Yummi Kiosk.

Section 4.5 Application of Payments/No Refunds/No Offset. Regardless of any designation by Franchisee, Franchisor has the right to apply any payments by Franchisee to any of Franchisee’s past due indebtedness, interest, late fees, or any other indebtedness or amounts owed to Franchisor. Under no circumstances will any amounts paid or payable to Franchisor be refunded by Franchisor for any reason. Franchisee shall not withhold, retain, deduct, credit, and/or offset any amounts which may be owed by Franchisor to Franchisee against any amounts due from Franchisor to Franchisee.

Section 4.6 Method of Payments Through Hosts. For Yummi Kiosks at Host Locations where menu items, Pan-Asian Food and services are paid for by the Franchised Yummi Kiosk’s customers

through the Host's POS infrastructure (the "Host POS Method"), Franchisee shall not receive direct payments from customers for such sales. Instead, customer payments are made directly to the Host. Franchisee further acknowledges and agrees that all sales will be made through cash registers and/or payment systems of the Host and that Franchisee shall not make any sales through any other cash registers or payment systems.

(a) Under the Host POS Method, the Host shall retain from the Franchised Yummi Kiosk its Host Payments. The Host Location and the Occupancy Agreement shall be sourced and negotiated exclusively by Franchisor. The Host Payments shall be established from time-to-time through negotiation directly and exclusively between Franchisor or Franchisor's affiliate and Host, may vary from Yummi Kiosk to Yummi Kiosk and may fluctuate during the term of this Franchise Agreement. In no event shall Franchisee or Owners or their respective employees or agents have any negotiations or other communications with any Host as to any Occupancy Agreement terms or Host Payments. If a Host shall initiate any such communications with Franchisee, Franchisee shall promptly direct them to Franchisor and fully inform Franchisor of such communications.

(b) Upon the Host remitting to Franchisor the Gross Sales from the Franchised Yummi Kiosk at the Host Location less the Host Payment, Franchisor shall first retain all amounts owed to it by Franchisee under this Agreement before paying the Franchisee Earnings, subject to the intended 50% cap on retained funds described in Section 4.2(a) of this Agreement.

(c) Franchisor does not guaranty the payment due from Franchisor to Franchisee, and Franchisor shall have no obligation to pay Franchisee until Franchisor first receives remittance of Gross Sales less the Host Payment from the Host.

Section 4.7 Method of Payments Not Through Hosts. Franchisor shall have the right to unilaterally modify the payment structure provided for in Section 4.6 at any time. In the event Franchisor payment arrangements are modified such that customer payments are made directly to the Franchised Yummi Kiosk, all amounts not owed to Franchisee pursuant to this Franchise Agreement shall be paid to and received by Franchisor (or any third party so designated by Franchisor) on or before the date such amount is due. All such payments must be made by wire transfer, ACH, electronic payment or other mechanism as designated from time to time by Franchisor, and each payment shall be accompanied by the electronic, digital or other reports as specified by Franchisor. Franchisee shall not withhold, retain, deduct, credit, and/or offset any amounts which may be owed by any Franchisor Party to Franchisee (and/or its affiliates or subsidiaries) against any amounts due from Franchisee to Franchisor.

Section 4.8 Payment by Pre-Authorized Bank Transfer. Franchisee agrees to execute and complete the Authorization Agreement in Attachment D, and/or such other documents as Franchisor may require from time to time, to authorize and direct Franchisee's bank or financial institution to pay and deposit directly to Franchisor's account, and to charge to Franchisee's account, the amount of the NAP Fee (defined below) and other amounts due and payable to Franchisor by Franchisee pursuant to this Franchise Agreement. Franchisee's authorizations will permit Franchisor to initiate debit entries and/or credit correction entries to Franchisor's account for the amount of such fees and other amounts then payable to Franchisor from Franchisee. Franchisee agrees to maintain, at all times during the term of this Agreement, a balance in Franchisee's account at Franchisee's bank or financial institution sufficient to allow the appropriate amount to be debited from Franchisee's account for payment of such fees and other amounts payable by Franchisee for deposit in Franchisor's account.

Section 4.9 Taxes Generally. Franchisee shall promptly pay when due all taxes, duties, and/or fees levied or assessed (including, without limitation, gross receipts taxes, franchise taxes, sales taxes, withholding taxes, value added taxes, and/or any similar taxes or fees) and all accounts and other

indebtedness of every kind incurred by Franchisee under this Franchise Agreement (collectively, “Taxes”). In the event of any bona fide dispute as to Franchisee’s liability for Taxes, Franchisee may contest the validity or the amount of such Taxes in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against this Franchise Agreement, the Franchised Yummi Kiosk, and/or Location (or any improvements thereon).

(a) All payments made by Franchisee to Franchisor under this Franchise Agreement shall be paid in U.S. Dollars and, except as otherwise provided in this Agreement, shall be paid by Franchisee to Franchisor without any retention, deduction, credit, and/or offset for any Taxes.

(b) Any Taxes imposed upon or with respect to this Franchise Agreement or any materials, supplies or specifications acquired by or provided to Franchisee pursuant to or in connection with this Franchise Agreement shall be paid by Franchisee.

(c) In the event Franchisor is required under applicable law or otherwise elects (all as determined by Franchisor in its sole discretion) to pay any Taxes to the appropriate taxing authority(ies) which govern the Location subject to this Franchise Agreement, then Franchisee shall immediately pay to Franchisor an amount equal to any amount(s) so paid by Franchisor to such taxing authority(ies).

(d) Franchisee consents to the electronic delivery of all tax forms for which Franchisor is required or elects to deliver to Franchisee.

Section 4.10 Texas Margin Tax. For purposes of the Texas Margin Tax, Franchisor’s performance of the services specified in this Franchise Agreement will cause it to conduct part of the active trade or business of Franchisee in connection with collecting cash payable to Franchisee, and the compensation specified herein includes both the payment of fees to Franchisor and the reimbursement of specified costs incurred in Franchisor’s conduct of the active trade or business of Franchisee. Franchisor and Franchisee intend Franchisor to be, and shall treat Franchisor as, a “management company” within the meaning of Section 171.0001(11) of the Texas Tax Code. Franchisee and Franchisor will apply Sections 171.1011(m-1) and 171.1013(f)-(g) of the Texas Tax Code to Franchisor’s reimbursements paid to it pursuant to this Franchise Agreement of specified costs and wages and compensation. Franchisor and Franchisee further recognize and intend that (i) as a result of the relationship created by this Franchise Agreement, reimbursements paid to the Franchisor pursuant to this Franchise Agreement are “flow-through funds” that Franchisor is mandated by law or fiduciary duty to distribute, within the meaning of Section 171.1011(f) of the Texas Tax Code, and (ii) as a result of Franchisor’s contractual duties under this Franchise Agreement, certain reimbursements hereunder and payments to Franchisee are “flow-through funds” mandated by contract to be distributed within the meaning of Section 171.1011(g) of the Texas Tax Code.

ARTICLE 5

FRANCHISOR’S FRANCHISE MANUAL, PUBLIC RELATIONS, AND CRISIS COMMUNICATIONS

Section 5.1 Franchise Manual. The term “Franchise Manual” means the then-current manuals, policies, specifications, standards, checklists, evaluation forms, spreadsheets, guides, recipes, handbooks, documents, and other information designated by Franchisor from time-to-time regarding the System and Yummi Kiosks. The Franchise Manual is part of the System and may be updated, modified, and/or revised by Franchisor from time- to-time in its sole discretion. The Franchise Manual also includes such other manuals, policies, specifications, standards, guides, documents, and other information as may be designated by Franchisor in the future with respect to Yummi Kiosks.

(a) During the Term, Franchisee shall remain in strict conformity with the System and the Franchise Manual and Franchisee shall also operate the Franchised Yummi Kiosk in strict conformity with the System and Franchise Manual in accordance with Section 7.1.

(b) Franchisor has the right, at its option, to furnish the Franchise Manual to Franchisee in the form of paper copies, electronic copies, on computer diskette or CD-Rom, or electronic copies accessed through the Internet, designated website(s), or other media. Franchisor may update, modify, and/or revise such website from time-to-time in its sole discretion.

(c) Franchisor has the right to update, modify, and/or revise the System and/or the Franchise Manual in the future to reflect changes to Yummi Kiosks and changes in the System, image, specifications, standards, procedures, approved products, and other items. In such event, Franchisee shall thereafter comply with the System and/or Franchise Manual, as updated, modified, and/or revised.

Section 5.2 Franchisee's Use of Franchise Manual. With respect to Franchisee's use of the Franchise Manual, Franchisee agrees that:

(a) Franchisee and Owners shall at all times treat the Franchise Manual (including the information therein) as confidential, and shall use all reasonable efforts to maintain the confidentiality of such manuals (and the information therein).

(b) Franchisee and Owners shall not at any time copy, duplicate, record or otherwise reproduce the Franchise Manual, in whole or in part, nor otherwise make the same available to any unauthorized person.

(c) The Franchise Manual shall at all times remain the sole property of Franchisor.

(d) Franchisor may from time to time supplement and/or modify the Franchise Manual and Franchisee expressly agrees that such supplements and/or modifications shall be effective upon receipt and Franchisee shall promptly comply with all such supplements and/or modifications.

(e) To the extent that Franchisee maintains a hardcopy(ies) of the Franchise Manual (or any portion thereof), Franchisee shall at all times maintain the Franchise Manual in a secure place at the Franchised Yummi Kiosk and shall ensure the Franchise Manual is kept current and up-to-date. In the event of any dispute as to the contents of the Franchise Manual, the terms of the master version of the Franchise Manual maintained by Franchisor on Franchisor's website referenced above or at Franchisor's home office shall control.

(f) If applicable and if Franchisee's copy of the Franchise Manual is lost, destroyed or significantly damaged, Franchisee will immediately notify Franchisor and will be obligated to obtain from Franchisor a replacement copy of the Franchise Manual for a replacement fee of \$2,000.

Section 5.3 Public Relations and Crisis Communications. Franchisee agrees that:

(a) In the event a public relations matter or health or safety crisis arises, Franchisee must immediately inform Franchisor of the matter or crisis and Franchisor reserves the right (but shall not be obligated) to direct and control any and all crisis communications on behalf of Franchisee and the Franchised Yummi Kiosk. Franchisee shall also alert Franchisor to any potential crisis situation which Franchisee reasonably believes may be developing.

(b) Franchisee may retain its own local public relations firm for its day-to-day public relations needs and must inform Franchisor of the firm's identity.

(c) Franchisee shall not distribute any press release to the media without the prior written consent of Franchisor, in its sole discretion.

(d) Unless otherwise required by applicable law or when truthfully conveying your experience as a franchisee of Franchisor, Franchisee shall not make any disparaging, defamatory or negative remarks regarding Franchisor, its affiliates, or any of its or their products, vendors, suppliers, services or personnel to any person or entity (including the Host Location) other than Franchisor.

ARTICLE 6

FRANCHISEE'S REPRESENTATIONS AND CERTAIN COVENANTS

Section 6.1 Franchisee's Representations. Franchisee represents, warrants and covenants as set forth below.

(a) If Franchisee is a corporation, limited liability company, or partnership, then Franchisee is duly organized and validly existing under the law of its state of formation.

(b) If Franchisee is a corporation, limited liability company, or partnership, then Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification.

(c) Franchisee's corporate charter, articles or certificate of incorporation, articles or certificate of organization, shareholder agreements, limited liability company agreement, written partnership agreement, bylaws and/or other organizational documents ("Organizational Documents") shall at all times provide that the activities of Franchisee are confined exclusively to operating the Franchised Yummi Kiosk unless otherwise consented to by Franchisor in writing.

(d) The execution of this Franchise Agreement and the performance of Franchisee's obligations hereunder have been duly authorized by Franchisee and are within Franchisee's corporate power and permitted under Franchisee's Organizational Documents.

(e) If Franchisee is an entity, then Franchisee has delivered to Franchisor copies of all of Franchisee's constating documentation, whether Organizational Documents or resolutions of the board of directors, board of managers, managing members or general partners authorizing entry into and performance of this Franchise Agreement, other governing documents and any amendments thereto.

(f) Attachment C contains a complete list of all Owners. Franchisee shall maintain a current list of Owners and such list shall be certified by the Managing Owner and furnished to Franchisor upon Franchisor's request. Without limiting Article 13, in the event the list of Owners changes, Franchisee shall promptly execute an addendum to Attachment C to ensure the information contained in Attachment C complies with this Franchise Agreement.

(g) If Franchisee is an entity, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities of Franchisee and each certificate, if any, representing equity ownership of the entity shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Franchise Agreement and its applicable constating document shall provide that ownership of an interest in Franchisee is held subject to all restrictions imposed upon

assignments by this Franchise Agreement.

(h) If any director (or person serving in a similar capacity for a non-corporate entity) or officer of Franchisee shall cease to serve as such or any individual shall be elected or appointed as a director or officer of Franchisee subsequent to the execution of this Franchise Agreement, then Franchisee shall provide Franchisor with notice thereof within ten (10) days subsequent to such change. In the event such newly-elected officer or director is a “Managing Owner” or “Operating Partner” (as defined in Section 7.2(b)), then Franchisee shall cause such newly- elected director or officer to comply with the relevant portions of this Franchise Agreement.

(i) At the sole discretion of Franchisor, Franchisor may require the Managing Owner, Operating Partner, and any other Owner to execute the Guaranty in the form set forth on Attachment G upon execution of this Franchise Agreement. If no Guaranty is executed with this Franchise Agreement, in the event of a monetary default under this Franchise Agreement (even if such monetary default is cured), Franchisor reserves the right to require the Managing Owner any other Owner to sign the Guaranty in the form set forth on Attachment G, in addition to Franchisor’s other rights and remedies hereunder.

(j) Franchisee acknowledges and agrees that the representations, warranties and covenants set forth in this Section 6.1 are continuing obligations of Franchisee and that any failure to comply or failure of compliance with such representations, warranties and covenants shall constitute a material event of default under Article 14 pursuant to which Franchisor may terminate this Franchise Agreement in addition to such other rights and remedies available to Franchisor hereunder. Franchisee shall cooperate with Franchisor in any efforts made by Franchisor to verify Franchisee’s compliance with such representations, warranties and covenants.

Section 6.2 Background Information. Franchisee agrees to promptly provide information regarding Franchisee, Managing Owner, Operating Partner, Owners, and other senior level individuals associated with Franchisee and/or the Franchised Yummi Kiosk as Franchisor may request from time-to-time for the purpose of conducting background checks and security clearances. Franchisee shall fully cooperate with Franchisor in respect of any requirements of law that are implicated by Franchisor’s right to obtain background checks hereunder, including, without limitation, any consents or approvals from the subjects of such background checks as may be required by applicable law.

ARTICLE 7

OPERATION OF THE FRANCHISED YUMMI KIOSK

Section 7.1 Operation of the Franchised Yummi Kiosk. During the Term, Franchisee shall operate the Franchised Yummi Kiosk in a first-class manner and in strict conformity with the System and the Franchise Manual (and such other required methods, standards and specifications as Franchisor may from time to time prescribe in the Franchise Manual or otherwise) which Franchisee acknowledges exist to protect the System and the Marks. In the event of an update, modification, and/or revision to the System and/or Franchise Manual, Franchisee shall thereafter comply with the System and/or Franchise Manual, as updated, modified, and/or revised. Franchisee acknowledges that every detail of the Franchised Yummi Kiosk is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Franchisor’s reputation and goodwill. Furthermore, Franchisee agrees:

(a) To purchase all labels, food inventory, utensils and other supplies in accordance with the Franchise Manual and maintain in sufficient supply, and to use and/or sell at all times, only such ingredients, Pan-Asian Food, food items, supplies, materials, equipment and paper goods (collectively, “Products”) and menu items that conform with Franchisor’s standards and specifications, and to refrain from deviating

therefrom, including by the use or offer of non-conforming items, without Franchisor's prior written consent. Franchisee shall label all products for sales tracking processing using a label machine approved by Franchisor. Franchisor shall make such label machines available to Franchisee at a cost of \$100 per month.

(b) To sell or offer for sale only such menu items, Products and services as have been expressly approved for sale in writing by Franchisor; to sell or offer for sale all types of menu items, Products and services specified by Franchisor; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any menu items, Products or services which Franchisor may, in its discretion, disapprove in writing at any time.

(c) To permit Franchisor or its agents, at any reasonable time, to remove samples of food or non-food items from Franchisee's inventory or from the Franchised Yummi Kiosk, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Franchise Agreement, Franchisor may (i) require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's then-current specifications and (ii) require Franchisee to remove and destroy such food or non-food items at Franchisee's sole cost without reimbursement from Franchisor whatsoever.

(d) To purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, computer software and hardware, decor and signs as Franchisor may direct from time to time in the Franchise Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Franchised Yummi Kiosk premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, computer software and hardware, decor, signs, games, vending machines or other items not previously approved by Franchisor as meeting Franchisor's standards and specifications.

(e) To sell or offer for sale menu items, Products and services only at the Franchised Yummi Kiosk (or Products to be delivered from the Franchised Yummi Kiosk) and to refrain from off-premises sales or catering unless expressly authorized by Franchisor in writing.

(f) If the Franchised Yummi Kiosk accepts direct customer payments (rather than under the Host POS Method), to permit Franchisor to poll Franchisee's point-of-sale and other related computer systems (regardless of location at the Franchised Yummi Kiosk, Franchisee's offices, or other locations) for the purpose of compiling data regarding Gross Sales and other relevant data.

(g) Provide food production and food safety logs to Franchisor each Monday and, if requested by Franchisor, other relevant data related to the Franchised Yummi Kiosk in a file format and export method reasonably established by Franchisor, at Franchisee's sole cost.

(h) Franchisee acknowledges that Franchisor may implement new and/or supplemental programs and/or procedures from time-to-time and in its sole discretion (e.g., food-and- kiosk safety programs, operational improvement procedures, nutrition information programs, etc.) as an integral part of the System and Franchisee shall be required to participate in (and comply with) such programs and/or procedures established by Franchisor. Franchisee acknowledges it may be responsible for the payment of certain costs associated with such programs and/or procedures. Franchisor reserves the right to establish (and set forth the terms and conditions of) such programs and procedures through a modification and/or revision to the System and/or Franchise Manual and, in such event, Franchisee shall thereafter comply with the System and/or Franchise Manual, as modified and/or revised.

Section 7.2 Managing Owner and Operating Partner.

(a) **Managing Owner.** Franchisee shall designate and retain an individual to serve as the “**Managing Owner**” of the Franchised Yummi Kiosk. The Managing Owner (i) shall be deemed as a “**Franchisee’s Owner**” hereunder and must have the largest share of unencumbered equity ownership in Franchisee, but not less than ten percent (10%), (ii) must be authorized by the Franchisee to bind the Franchisee in any dealings with Franchisor and authorized distributors, suppliers, and contractors of Franchisee, (iii) must be authorized by the Franchisee to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iv) must devote his full time and best efforts to the satisfaction of Franchisee’s obligations under this Franchise Agreement and the daily operations of the Franchised Yummi Kiosk. Except as may otherwise be provided in this Franchise Agreement, the Managing Owner’s interest in Franchisee shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options. Franchisee has not taken and agrees that it will not hereafter take, whether directly or indirectly, any action to avoid the authority requirements of the Managing Owner through the entry of limiting board resolutions, management agreements, amendment of Organizational Documents or any other similar device or arrangement. Franchisee agrees to furnish Franchisor with such evidence as Franchisor may request from time to time for the purpose of assuring Franchisor that the Managing Owner’s authority remains as represented herein.

(b) **Operating Partner.** If the Managing Owner does not intend to devote his full time and best efforts to the daily operation of the Franchised Yummi Kiosk, then Franchisee must also designate an individual “**Operating Partner**”, who must be approved by Franchisor. The Operating Partner (i) shall be deemed as a “**Franchisee’s Owner**” hereunder and must be authorized by Franchisee to bind Franchisee in any dealings with Franchisor and authorized distributors, suppliers, and contractors of Franchisee, (ii) must be authorized by the Franchisee to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iii) must devote his full time and best efforts to the satisfaction of Franchisee’s obligations under this Franchise Agreement and the daily operations of the Franchised Yummi Kiosk with no operational or management commitments to other businesses. The Operating Partner must live within a 50-mile radius of the Franchised Yummi Kiosk. Except as may otherwise be provided in this Franchise Agreement, the Operating Partner’s interest in Franchisee, if any, shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

(c) **Change of Managing Owner or Operating Partner.** Franchisee shall not change the Managing Owner and/or Operating Partner without the prior written consent of Franchisor. Any sale, transfer or assignment of the Managing Owner’s interest in Franchisee, or any portion thereof, shall be subject to the restrictions on transfer described in Article 13 and any failure to comply with such requirements shall be deemed a material event of default by Franchisee under Article 14. Any sale, transfer or assignment of the Operating Partner’s interest in Franchisee, if any, or any portion thereof, shall be subject to the restrictions on transfer described in Article 13 and any failure to comply with such requirements shall be deemed a material event of default by Franchisee under Article 14.

Section 7.3 Hours of Operation. Franchisee shall keep the Franchised Yummi Kiosk open and in normal operation for such hours and days as Franchisor may from time-to-time specify in the Franchise Manual or as Franchisor may otherwise reasonably request or approve in writing.

Section 7.4 Personnel and Staffing. Franchisee shall staff the Franchised Yummi Kiosk in accordance with the Franchise Manual and Franchisee agrees to maintain a competent, conscientious, and fully-trained staff at the Franchised Yummi Kiosk including at least two fully-trained, full-time employees, including at least one fully-trained, full-time manager (unless otherwise agreed to in writing by Franchisor).

At all times the Franchised Yummi Kiosk is to be open for business, the Franchised Yummi Kiosk shall be staffed by one manager and at least one additional employee of Franchisee. Franchisee agrees to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe from time to time. Franchisee also acknowledges and agrees that Franchisor may require Franchisee to maintain “above-kiosk” supervision (e.g., area director(s), regional director(s), etc.) and, in such event, Franchisee shall ensure that such personnel are fully-trained in accordance with the Franchise Manual. Franchisee alone is responsible for hiring, firing, line-training, disciplining, setting hours for and otherwise supervising all employees. As between Franchisor and Franchisee, Franchisee is solely responsible for the safety and well-being of Franchisee’s employees and the customers of the Franchised Yummi Kiosk. Any evaluation or inspection Franchisor conducts is not intended to exercise, and does not constitute, control over Franchisee’s day-to-day operation of the Franchised Yummi Kiosk or to assume any responsibility for Franchisee’s obligations under this Franchise Agreement. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from Franchisee to Franchisor. Franchisee will defend, indemnify, and hold Franchisor and each other Franchisor Party harmless from and against all claims arising out of or relating to (a) any employee of Franchisee being deemed or purported to be deemed to be an employee of Franchisor and (b) any event, allegation or finding that for any purpose whatsoever, or in any way shifts any employee or employment related responsibility from Franchisee to Franchisor.

Section 7.5 Health and Safety Standards. Franchisee shall, at all times, operate the Franchised Yummi Kiosk in accordance with (i) the highest health, safety, and sanitation standards under applicable law and (ii) the highest health, safety, and sanitation standards as set forth in the Franchise Manual. Franchisee shall furnish to Franchisor, within seven (7) days after receipt thereof, a copy of any inspection report, warning, citation, certificate and/or rating which indicates Franchisee’s satisfaction of or failure to meet or maintain the highest health, safety, and/or sanitation standards in the operation of the Franchised Yummi Kiosk.

(a) **Temporary Closure of Franchised Yummi Kiosk.** In the event Franchisee violates the terms of Section 7.5, then (in addition to Franchisor’s other rights and remedies hereunder) Franchisee shall temporarily close the Franchised Yummi Kiosk immediately upon receipt of written notice from Franchisor and Franchisee shall not re-open the Franchised Yummi Kiosk until Franchisee has cured such violation(s) of Section 7.5 and received written permission from Franchisor to re-open the Franchised Yummi Kiosk.

(b) **Public Health and/or Safety Emergency.** In the event of a public health, safety, and/or sanitation emergency involving the Franchised Yummi Kiosk, then (in addition to Franchisor’s other rights and remedies hereunder) Franchisee shall temporarily close the Franchised Yummi Kiosk immediately upon Franchisee becoming aware thereof (and in any event not later than immediately upon receipt of written notice to do so from Franchisor) and Franchisee shall not re-open the Franchised Yummi Kiosk until such emergency has been resolved and Franchisee has received written permission from Franchisor to re-open the Franchised Yummi Kiosk.

Section 7.6 Approved Suppliers. Franchisee shall purchase all Products used or offered for sale at the Franchised Yummi Kiosk as required by the Franchise Manual and this Franchise Agreement and, to the extent any Products are permitted to be purchased from others, they shall be purchased by Franchisee from suppliers (including manufacturers, distributors and other sources) who (i) demonstrate, to the continuing satisfaction of Franchisor, the ability to meet Franchisor’s then-current standards and specifications for such items; (ii) possess adequate quality controls and capacity to supply Franchisee’s needs promptly and reliably; (iii) have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier; and (iv) have not thereafter been disapproved.

(a) If Franchisee desires to purchase any products from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so. Franchisee shall not purchase from any supplier unless and until such supplier has been approved in writing by Franchisor. Franchisee acknowledges it will be required to secure such supplier's signature to such agreements as Franchisor may require, including, without limitation, a confidentiality agreement acceptable to Franchisor, as conditions precedent to any approval by Franchisor.

(b) Franchisor shall have the right to require that its representatives be permitted to inspect any Product supplier's facilities at any time, and that samples from any such supplier be delivered, at any time, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge, not to exceed the cost of the inspection and the test, shall be paid by Franchisee, though without limiting Franchisee's liability therefor, Franchisee may require reimbursement from or direct payment by the supplier.

(c) Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any previously-approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier (such determination to be made by Franchisor in its sole discretion).

(d) Franchisee shall timely fulfill all financial obligations it owes to any supplier. In the event Franchisee fails to timely pay any supplier, Franchisor may, in its sole discretion, make such payment on Franchisee's behalf and charge to Franchisee, together with a \$50 administrative fee, all costs and expenses incurred by Franchisor in making such payment.

Section 7.7 Proprietary Products. Franchisee acknowledges and agrees that Franchisor has developed, and after the Effective Date may develop certain Products or menu items which are made from highly confidential secret recipes and which are trade secrets of Franchisor (the "Proprietary Products"). Because of the importance of quality and uniformity of production and the significance of the Proprietary Products to the System, it is to the mutual benefit of the Parties that Franchisor closely controls the production and distribution of the Proprietary Products. Accordingly, Franchisee agrees to only use Proprietary Products in the Franchised Yummi Kiosk which have been purchased from Franchisor or from a source designated by Franchisor, unless otherwise permitted in writing by Franchisor.

Section 7.8 Maintenance of the Franchised Yummi Kiosk. Franchisee shall clean and maintain the Franchised Yummi Kiosk in a first-class manner and condition and Franchisee shall report to Franchisor any repairs to the Franchised Yummi Kiosk as may be required to maintain the Franchised Yummi Kiosk in a first-class manner and condition. All repairs, replacements, additions, and modifications to the Franchised Yummi Kiosk shall require Franchisor's prior written consent.

Section 7.9 Current Image. Upon Franchisor's request, Franchisee shall, at its sole cost and expense, make all improvements and alterations that Franchisor may determine to be necessary for the Franchised Yummi Kiosk to conform with the then-current image of Yummi Kiosks as required by the System or as prescribed by Franchisor from time-to-time (the "Current Image"). Franchisee shall, at its expense, undertake and complete such improvements and alterations within reasonable times specified by Franchisor.

Section 7.10 Remodeling and/or Redecorating of Franchised Yummi Kiosk. Franchisee acknowledges Franchisor's right to make changes in the Current Image, as it reasonably deems appropriate; and Franchisor has the right to require Franchisee to make specific changes to the Franchised Yummi Kiosk from time-to-time to conform with the Current Image, and Franchisee must cooperate as needed to allow

for such changes.

Section 7.11 Inspection by Franchisor. Franchisee shall grant Franchisor and its agents the right to enter the Franchised Yummi Kiosk at any time for the purpose of conducting inspections of the Franchised Yummi Kiosk and Franchisee shall cooperate with Franchisor and its agents in such inspections by rendering such assistance as they may reasonably request. Upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Franchise Agreement, Franchisee shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority (without, however, any obligation to do so), to correct such deficiencies and to charge Franchisee a reasonable fee and reimbursement for Franchisor's expenses in so acting, payable by Franchisee immediately upon demand by Franchisor. Franchisor reserves the right to institute policies and procedures regarding such inspection in the Franchise Manual, including without limitation, fees for failure to timely comply with such policies and procedures.

Section 7.12 Mandatory Sanitation and Food Safety Program. Franchisor reserves the right to require Franchisee's participation in a sanitation and food safety program relating to the Franchised Yummi Kiosk (including periodic inspections and evaluations of the Franchised Yummi Kiosk) in accordance with such rules, terms, and conditions as Franchisor deems advisable. Franchisor reserves the right to incorporate the rules, terms, and conditions of such program into the Franchise Manual and to supplement such rules, terms, and conditions from time-to-time through modifications to the Franchise Manual. Franchisee shall, at all times, operate the Franchised Yummi Kiosk in accordance with the rules, terms, and conditions of such mandatory sanitation and food safety program. Franchisee acknowledges Franchisee may be responsible for some (or all) costs of such program as it applies to the Franchised Yummi Kiosk.

Section 7.13 Prices at Franchised Yummi Kiosk. Subject to this Franchise Agreement, Franchisor shall determine the prices of menu items, Products or services offered at the Franchised Yummi Kiosk as permitted by applicable law. To the fullest extent permitted by applicable law, Franchisor reserves the right to establish maximum, minimum or other pricing requirements with respect to the prices Franchisee may charge for menu items, Products or services offered at the Franchised Yummi Kiosk.

Section 7.14 Compliance with Laws and Industry Standards. Franchisee shall operate the Franchised Yummi Kiosk in compliance with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Yummi Kiosk, including, without limitation, business licenses, certificates of occupancy, liquor licenses, fictitious name registrations, sales tax permits and fire permits. Franchisee shall be solely responsible for any fines, costs, or penalties related to the foregoing matters.

(a) Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality related to any of the matters referenced in this Section 7.14 or which may adversely affect the Franchised Yummi Kiosk.

(b) Franchisee shall, at its sole cost, comply (i) with rules and regulations promulgated by industry groups, trade associations and similar non-governmental (and/or quasi-governmental) organizations as Franchisor shall require and/or (ii) rules and regulations promulgated by Franchisor which are reasonably consistent with rules and regulations promulgated by such industry groups, trade associations and similar non- governmental (and/or quasi-governmental) organizations.

(c) Franchisor and Franchisee acknowledge and agree that protection of customer privacy and

credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, Franchisee agrees that it will cause the Franchised Yummi Kiosk to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Data Security Standards (PCI DSS) council, or its successor, and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act (FACTA) and all other successor or additional laws, and all other data security requirements Franchisor may prescribe. Franchisee is solely responsible for educating itself as to these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee will defend, indemnify and hold Franchisor and each other Franchisor Party harmless from and against all claims arising out of or relating to Franchisee's violation of this Section 7.14.

Section 7.15 Supplemental Marketing Programs. Franchisee acknowledges that (i) supplemental marketing programs (e.g., limited time offers, gift cards, gift certificates, coupons, loyalty programs, customer relationship management and other supplemental marketing programs) are an integral part of the System and (ii) Franchisee shall be required to participate in (and comply with) such supplemental marketing programs, if any, established by Franchisor from time-to-time. Franchisee acknowledges it may be responsible for the payment of certain costs associated with these supplemental marketing programs. Franchisor reserves the right to establish (and set forth the terms and conditions of) such supplemental marketing programs through (i) a supplement and/or modification to the Franchise Manual or (ii) a standard supplemental marketing program agreement which Franchisee agrees to sign, if requested by Franchisor. Franchisee acknowledges that Franchisor may from time to time institute a gift card program and Franchisee shall be required to participate in (and comply with the terms and conditions of) Franchisor's gift card policy as amended or modified by Franchisor from time-to-time.

ARTICLE 8 **MARKS**

Section 8.1 Franchisee's Use of the Marks. With respect to Franchisee's licensed use of the Marks pursuant to this Franchise Agreement, Franchisee agrees that:

- (a) Franchisee shall use only the Marks designated by Franchisor and then only in the manner authorized by Franchisor or otherwise with the prior written consent of Franchisor.
- (b) Franchisee shall use the Marks only at the Franchised Yummi Kiosk or in advertising for the Franchised Yummi Kiosk (unless otherwise previously authorized by Franchisor in writing).
- (c) Franchisee shall cause all advertising materials, promotional materials, signs, banners, decorations, paper goods (including disposable food containers, napkins, menus, forms and stationery) and other items designated by Franchisor used in connection with the Franchised Yummi Kiosk to display the Marks in the form, color, location and manner prescribed and approved in writing by Franchisor.
- (d) Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Franchised Yummi Kiosk only under the Marks Franchisor has authorized Franchisee to use, without prefix or suffix.
- (e) During the Term of this Franchise Agreement, Franchisee shall identify itself as the owner of the Franchised Yummi Kiosk and an independent franchisee in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations at the Franchised Yummi Kiosk as Franchisor may designate in writing.

(f) Franchisee's right to use the Marks is limited to such uses as are authorized under this Franchise Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

(g) Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

(h) Franchisee shall not use the Marks (or any derivative or portion thereof) as part of its corporate or other legal name.

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

(j) In the event of any infringement of or challenge to Franchisee's use of the Marks or litigation involving the Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully in defending or settling such litigation. Franchisee and Owners agree that they will not communicate with any person other than the Franchisor and Franchisor's counsel in connection with any such action, claim or infringement. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, United States Patent and Trademark Office action or other proceeding arising out of any infringement, challenge or claims relating to the Marks.

Section 8.2 Limitations on Franchisee's Use of Marks. With respect to Franchisee's licensed use of the Marks pursuant to this Franchise Agreement, Franchisee agrees that:

(a) Franchisor is the owner or licensee of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

(b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System.

(c) Franchisee shall not directly or indirectly contest the validity or Franchisor's ownership of the Marks.

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

(e) Any and all goodwill arising from Franchisee's use of the Marks and the System under this Franchise Agreement shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Franchise Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks.

(f) The right and license of the Marks granted hereunder to Franchisee is non-exclusive, and Franchisor thus has and retains the rights, among others:

(i) To use the Marks itself in connection with selling menu items, Products and services;

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

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

(iv) To develop and establish the Other Marks and exclude the Other Marks from the Marks.

(g) Franchisee's use of the Marks pursuant to this Franchise Agreement does not give Franchisee any interest in or right to use the Other Marks.

Section 8.3 Substitutions to Marks. Franchisor reserves the right to substitute different Marks for use in identifying the System and the business operating thereunder if Franchisor's currently owned Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the System. In such event, Franchisor shall be responsible for all expenses related to the substitution of different Marks.

ARTICLE 9 **CONFIDENTIAL INFORMATION**

Section 9.1 Confidential Information. Franchisee and Owners shall not, during the term of this Franchise Agreement and for a period of five (5) years thereafter, communicate, divulge or use for the benefit of any other person, partnership, association, or corporation any information, trade secrets, knowledge, or know-how concerning the Marks, System, Franchise Manual and methods of development and operation of the Franchised Yummi Kiosk, including, without limitation, software licensed or provided by Franchisor, recipes, training materials, construction plans and specifications, marketing information and strategies, and site evaluation and selection techniques (collectively, the "Confidential Information"). The foregoing items shall be deemed as "Confidential Information" regardless of whether such items are disclosed to Franchisee under a "confidentiality notice" and whether spoken, written, printed, electronic, or in any other form or medium.

Section 9.2 Use and Disclosure. Franchisee and Owners (i) shall disclose Confidential Information only to such of Franchisee's employees as must have access to it in order to operate the Franchised Yummi Kiosk, (ii) shall not copy, duplicate, record, or otherwise reproduce the Confidential Information, in whole or in part, nor otherwise make the same available to any unauthorized person, and (iii) shall be solely responsible to ensure that Franchisee's managers, employees, agents, and independent contractors of Franchisee having access to Confidential Information comply with this Article 9 and do not communicate, divulge or use Confidential Information in violation of this Article 9.

Section 9.3 Confidentiality Agreement. In addition to Franchisee's obligations under Section 9.1, Franchisor may require that Franchisee cause Owners and any of Franchisee's or Owners' respective managers, employees, agents or independent contractors having access to Confidential Information to execute a "Confidentiality Agreement" in the form contained in Attachment B.

Section 9.4 Breach of Confidentiality. Franchisee acknowledges that any failure to comply with the requirements of this Article 9 shall constitute a material event of default under Article 14 and will cause Franchisor irreparable injury. Therefore (and in addition to any remedies under Article 14 or applicable law), Franchisor may obtain specific performance of, or an injunction against violation of, the requirements of this Article 9 without being required to post bond and Franchisee agrees to pay all court costs and

reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Article 9.

Section 9.5 Franchisee's Access to Confidential Information and Other Information. In addition to Confidential Information, Franchisor may, from time-to-time and at Franchisor's sole option, elect (i) to grant Franchisee access to certain database(s), web-based information programs, and other software, and/or (ii) to make other information related to the Franchised Yummi Kiosk available to Franchisee and Franchisee agrees to promptly comply, at Franchisee's sole cost, with all rules and requirements imposed by Franchisor in connection therewith (including, without limitation, implementing required security measures, updating and restricting Franchisee's personnel access lists, and other requirements).

Section 9.6 Survival. The terms of this Article 9 shall survive the termination, expiration, or any transfer of this Franchise Agreement. Franchisee shall pay to Franchisor all Damages incurred by Franchisor subsequent to the termination or expiration of this Franchise Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 9.

ARTICLE 10 **ACCOUNTING AND RECORDS**

Section 10.1 Proof of Financial Ability. Prior to executing this Agreement, Franchisee must provide to Franchisor evidence (e.g., bank statements and/or financial statements) demonstrating its financial ability to pay all costs of purchasing and operating the Franchised Yummi Kiosk through the Revenue Processing Period and thereafter.

Section 10.2 Other Financial Statements. At least thirty (30) days prior to the beginning of each fiscal year during the Term, Franchisee shall prepare and submit to Franchisor a complete operating budget for the Franchised Yummi Kiosk in a form prescribed by Franchisor from time to time.

Section 10.3 Certification. Each statement and report referenced in Sections 10.1 and 10.2 shall be signed by Franchisee and the Managing Owner attesting that it is true, complete and accurate.

Section 10.4 Audit Rights.

(a) **Franchisor's Audit Rights.** Franchisor or its designated agents shall have the right at all reasonable times to request, inspect, audit and copy, at Franchisor's expense, the books, records, financial statements, tax returns, and other information, in any medium whatsoever, of Franchisee and any affiliates and/or parent company(ies) involved in the operation of the Franchised Yummi Kiosk in order to determine the amount of Franchisee's sales at the Franchised Yummi Kiosk as well as other results of operations.

(b) **Franchisee's Audit Rights.** Franchisee or its designated agents shall have the right once per each 12-month period commencing on the Effective Date and each renewal date of the Term at all reasonable times to request, inspect, audit, and copy, at Franchisee's expense, the books, records, financial statements, tax returns and other information, in any medium whatsoever, of Franchisor only to the extent necessary to verify the Gross Sales realized by the Franchised Yummi Kiosk and that the amounts paid to Franchisee are in compliance with this Agreement.

(c) **Audit Results.** If any such inspection or audit referenced above should reveal that any amounts have been overpaid or underpaid, then the Party that either accepted the overpayment or underpaid the other Party shall immediately pay to the other Party the amount that was overpaid or underpaid upon demand, in addition to interest from the date such amount was due until paid, at the rate of eight percent (8%)

per annum, or the maximum rate permitted by applicable law, whichever is less. The foregoing remedy shall be in addition to any other remedies a Party may have under this Franchise Agreement.

ARTICLE 11 **ADVERTISING**

Section 11.1 Advertising Programs. Franchisee shall participate in any National Advertising Program of Franchisor (“NAP”) as directed by Franchisor and Franchisee agrees that such direction may be changed by Franchisor from time-to-time during the Term. Franchisee may engage in local advertising which complies with the requirements set forth on Attachment F; however, all such advertising shall be subject to Franchisor’s prior written approval.

Section 11.2 National Advertising Program. In the event Franchisor requires Franchisee to participate in a NAP, then Franchisee shall comply with this Section 11.2.

(a) On or before the tenth (10th) day of each calendar month, Franchisee shall pay to Franchisor a continuing monthly advertising fee in an amount up to or equal to 1% of Gross Sales (the “NAP Fee”). The NAP Fee shall be determined by Franchisor in its sole discretion from time-to-time during the Term, but shall not exceed 1% of Gross Sales.

(b) The NAP shall be organized, governed, and operated in accordance with written guidelines prepared and approved in advance by Franchisor (the “NAP Guidelines”) and Franchisor shall be responsible for maintaining and administering advertising programs in accordance with the NAP Guidelines. No advertising or promotional plans or materials may be used by the NAP or furnished to its members without the prior written consent of Franchisor. Further, Franchisor shall direct all advertising and production programs in the NAP and Franchisor shall have sole responsibility for all advertising, marketing, and/or promotional materials used in connection with the NAP all as determined by Franchisor in its sole discretion.

(c) The NAP Fee shall be used exclusively by Franchisor in connection with any and all costs incurred in connection with the NAP including, without limitation, (i) maintaining, directing, and preparing advertising materials such as the preparation and coordination of television, digital (email, sms (text messages), search, display, video, social), radio, print, direct mail, outdoor billboard advertising, marketing surveys and other public relations activities; (ii) the employment of advertising agencies to assist in the NAP; (iii) the preparation and distribution of promotional brochures and other marketing materials in connection with the NAP; (iv) the cost of developing and maintaining any website(s) related to the NAP; (v) reasonable administrative costs and overhead incurred by Franchisor in activities reasonably related to the administration or direction of the NAP; and (vi) such other items as may be set forth in the NAP Guidelines.

Section 11.3 Administration of Advertising Programs. Franchisor reasonably anticipates that the NAP Fee shall be expended for advertising and/or promotional purposes as described herein during Franchisor’s fiscal year within which such fees are received. In the event excess amounts remain in such advertising program at the end of such fiscal year, then all expenditures in the following fiscal year(s) shall be made first out of accumulated fees from previous years and then from fees collected during the current year.

(a) The NAP is operated as a conduit for the collection and expenditure of advertising fees for the purposes stated herein. An unaudited statement of the operations of the National Advertising Fund shall be prepared annually by Franchisor and shall be made available to Franchisee upon Franchisee’s request.

(b) Franchisor reserves the right to terminate the NAP; provided that such program shall not be terminated until all monies in the program has been expended for advertising and/or promotional purposes or other appropriate arrangements have been made with respect to such monies.

Section 11.4 Advertising Standards and Approval. All advertising and promotion by Franchisee in any medium shall be conducted in a dignified manner and shall conform to the standards and requirements of Franchisor as set forth in the Franchise Manual or otherwise. Franchisee shall obtain Franchisor's prior written consent to all advertising and promotional plans and materials that Franchisee desires to use which have not been prepared or previously approved by Franchisor within one (1) year prior to the date of use by Franchisee.

(a) Franchisee shall not use any advertising, marketing, and/or promotional materials in connection with the Franchised Yummi Kiosk unless such materials have been approved by Franchisor in writing. Franchisee shall submit any unapproved advertising, marketing and/or promotional materials to Franchisor (by personal delivery or through the mail, return receipt requested), and Franchisor shall use reasonable efforts to approve or disapprove such materials within fourteen (14) days from the date of receipt thereof by Franchisor. Franchisee shall use no such materials until they have been approved by Franchisor and shall promptly discontinue use of any advertising, marketing and/or promotional materials upon notice from Franchisor.

(b) This Section 11.4 shall apply in all respects to the distribution and display of advertising, marketing, and/or promotional materials in any medium (including, without limitation, print, radio, television, and the display or use by Franchisee of advertising and promotional materials and the Marks on the Internet).

Section 11.5 Internet and Electronic Commerce. Franchisee shall not advertise the Franchised Yummi Kiosk over the Internet (or any other form of electronic commerce and/or electronic media) without Franchisor's prior written consent. Franchisee shall not use the Marks over the Internet (or any other form of electronic commerce and/or electronic media) without Franchisor's prior written consent. Franchisee shall not develop, create, establish, and/or use any website or other electronic media which uses and/or creates any association with the System and/or the Marks (including any abbreviation, acronym, phonetic variation or visual variation).

(a) All domain names using, and/or creating any association with, the System and/or the Marks (including any abbreviation, acronym, phonetic variation, or visual variation) shall be registered in Franchisor's name. Franchisor may grant to Franchisee a non-exclusive license to use domain name(s) selected by Franchisor for Franchisee's use in accordance with this Franchise Agreement. Franchisee shall not register any domain name in any class or category that uses or creates any association with the System and/or Marks (including any abbreviation, acronym, phonetic variation or visual variation) without Franchisor's prior written consent.

(b) Franchisee agrees that any consent by Franchisor to develop, create, establish, advertise, register and/or use any of the Marks over the Internet (or any other form of electronic commerce and/or electronic media) shall be subject to certain conditions including, without limitation, requirements as to form, content and appearance; requirement of a hypertext link to Franchisor's website(s); prohibitions on hypertext links to third-party websites; and other requirements, restrictions and prohibitions deemed necessary by Franchisor.

(c) On termination or expiration of this Franchise Agreement or in the event Franchisee fails to comply with this Section 11.5, Franchisor shall have the right (in addition to Franchisor's other rights and remedies hereunder) to revoke its consent to Franchisee's development, creation, establishment,

advertisement, registration and/or use any of the Marks over the Internet or any other form of electronic commerce and/or electronic media (including, without limitation, website(s) and domain names) and, in such event, Franchisee shall immediately cease all such activities and shall immediately take all actions reasonably required to disassociate Franchisee from all such activities.

Section 11.6 Copyright Materials. Franchisee acknowledges that Franchisor or its affiliates own the worldwide copyright and other ownership rights to the Franchise Manual, and all components of the System that are written, electronic and/or magnetic media subject to copyright (collectively, the “Copyright Materials”). Franchisee acknowledges and agrees that it may only make modifications to the Copyright Materials upon receiving the prior written consent of Franchisor and that any such modifications shall be and remain the property of Franchisor. Franchisee agrees to use proper copyright and other proprietary notices in connection with all Copyright Materials or translations, modifications or adaptations of the Copyright Materials and conform to Franchisor’s standards for protecting its rights. Franchisee agrees to promptly cause the execution of any assignments, waivers of rights, or other documents, and take any further actions needed or advisable to ensure that Franchisor has such copyright and other rights described in this Section 11.6.

ARTICLE 12 **INSURANCE**

Section 12.1 Liability Insurance. During the Term, Franchisee shall maintain, at its cost, insurance with following coverages and limits:

- (a) commercial general liability insurance with the following coverages and limits:

Coverage	Limit
General Aggregate	\$2,000,000
Products/Completed Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$300,000
Medical Expense	\$5,000
Hired & Non-Owned Auto Liability	\$1,000,000

- (b) commercial property insurance with the following coverages and limits:

Sub of Insurance	Limits	Cause of Loss	Deductible
Business Personal Property	\$10,000-\$25,000	Special Form	\$1,000

Business Income & Extra Expense	ALS 12 months		24 hours
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(c) umbrella insurance with the following coverages and limits:

Limit	Retention Amount	Retention Basis
\$1,000,000	\$0	Per Occurrence

Section 12.2 Worker's Compensation Insurance. During the Term, Franchisee shall subscribe to the workers' compensation law in the state in which the Franchised Yummi Kiosk is located and shall maintain, at its sole cost, workers' compensation and employers' liability insurance covering all of Franchisee's employees with the following coverages and limits:

Coverage Description	Applies	Limits
Bodily Injury by Accident	Per Accident	\$1,000,000
Bodily Injury by Disease	Policy Limit	\$1,000,000
Bodily Injury by Disease	Per Employee	\$1,000,000

Franchisee is required to carry this insurance regardless of waiver or exemption of coverage under applicable state statute.

Section 12.3 Additional Insurance Policies. During the Term, Franchisee agrees to maintain, at its cost, such additional insurance policies as a reasonably prudent franchisee would maintain or as reasonably required by Franchisor.

Section 12.4 Policy Requirements. All insurance policies required under this Article 12 will contain provisions to the effect that the insurance will not be canceled or modified without at least thirty (30) days' prior written notice to Franchisor and that no modification will be effective unless approved in writing by Franchisor. All such policies will be issued by a company or companies, rated "A" or better by AM Best, responsible and authorized to do business in the state in which Franchised Yummi Kiosk is located, as Franchisee may determine, and as approved by Franchisor, which approval will not be unreasonably withheld.

(a) All insurance policies required hereunder, with the exception of workers' compensation insurance and employers' liability insurance, shall name Franchisor and the other Franchisor Parties as additional insureds and shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions. In addition, all insurance policies required hereunder shall waive subrogation in favor of Franchisor and the other Franchisor Parties.

(b) Franchisee may elect to have reasonable deductibles in connection with the insurance coverage required under Sections 12.1 and 12.2 subject to a reasonable evaluation of Franchisee's financial strength as compared to such deductibles and otherwise subject to Franchisor's prior written consent. Franchisee may not agree to sublimits in the insurance policies required by this Article 12 without the prior,

written consent of Franchisor.

(c) Franchisee's obligation to maintain the insurance policies under this Article 12 shall not (i) release Franchisee from its obligations under the indemnity provisions set forth in this Agreement; or (ii) be limited by reason of any insurance which may be maintained by Franchisor.

(d) Franchisor reserves the right to reasonably revise and/or reasonably increase the insurance coverages required under this Article 12 and Franchisee shall promptly comply with any such revisions and/or increases.

(e) Not less than once per year, Franchisee shall deliver to Franchisor certificates of insurance evidencing the insurance coverages required under this Article 12. Franchisee shall also deliver such certificates and/or copies of such insurance policies within ten (10) days after Franchisor's request.

Section 12.5 Franchisor's Right to Procure and Cancel Insurance. In the event Franchisee fails to comply with this Article 12, then (in addition to any other remedies available to Franchisor under this Franchise Agreement), Franchisor shall have the right (but not the obligation) to procure such insurance on Franchisee's behalf and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. Additionally, in the event Franchisee has obtained insurance coverage through any policy or program of Franchisor, Franchisee consents to Franchisor's cancellation of such coverage in Franchisor's reasonable discretion (which shall include in the event of any default by Franchisee under this Franchise Agreement or other termination of this Franchise Agreement)

ARTICLE 13 **TRANSFER AND ASSIGNMENT**

Section 13.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Franchise Agreement and all or any part of its rights or obligations herein (including, without limitation, the Marks and/or the System) to any person or legal entity and, in such event, (i) the transferee or assignee shall be solely responsible for all of Franchisor's obligations hereunder arising after the date of such transfer or assignment and (ii) Franchisor shall be released of its obligations hereunder to the extent such obligations arise after the date of such transfer or assignment. Franchisee expressly and specifically waives any Damages against Franchisor in connection therewith.

(a) Without limiting the foregoing, Franchisee agrees that Franchisor may (i) sell its assets, the Marks or the System to a third Party; (ii) offer its securities privately or publicly; (iii) merge, acquire other corporations or be acquired by another corporation or other person; and/or (iv) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring, and Franchisee expressly and specifically waives any Damages against Franchisor in connection therewith.

(b) Nothing contained in this Franchise Agreement shall require Franchisor to offer any menu items, Products or services, whether or not bearing the Marks, to Franchisee if Franchisor transfers or assigns its rights in or obligations under this Franchise Agreement.

Section 13.2 Transfer by Franchisee. Franchisee agrees the rights and duties set forth in this Franchise Agreement are personal to Franchisee and that Franchisor entered into this Franchise Agreement in reliance on the business skill, financial capacity and personal character of the Franchisee and Owners.

(a) Franchisee and/or Owners shall not (i) sell, assign, transfer, convey, give away, gift, pledge, mortgage or otherwise encumber any direct or indirect interest in this Franchise Agreement and/or

the Marks and (ii) shall not grant a security interest or collateral interest in this Franchise Agreement and/or Marks. Franchisee and/or Owners shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in Franchisee and/or the Franchised Yummi Kiosk without the prior written consent of Franchisor which Franchisor may withhold in its sole discretion or condition upon any or all of the requirements set forth in Section 13.3 (or others, each as determined by Franchisor in its sole discretion). Any change or series of changes in ownership of Franchisee that result(s) in the change in ownership of 50% or more of the equity interests of Franchisee shall be deemed an assignment.

(b) Any purported assignment, transfer, conveyance, give away, gift, pledge, mortgage or other encumbrance (by operation of law or otherwise) by Franchisee and/or Owners which does not comply with this Article 13 (including, without limitation, the prior written consent of Franchisor) shall be null and void and shall constitute an event of default under Section 14.2(b) of this Franchise Agreement.

Section 13.3 Conditions for Approval. Franchisor may, in its sole discretion, require any or all of the following as conditions precedent to its approval (and Franchisee agrees that all such conditions are reasonable and necessary).

(a) All of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and all other Franchisor Parties shall have been satisfied.

(b) Franchisee shall not be in default of any provision of this Franchise Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisor or any other Franchisor Party and Franchisee.

(c) Franchisee, Owners and the proposed transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and the other Franchisor Parties, in their business and individual capacities, including, without limitation, claims arising under this Franchise Agreement and federal, state and local laws, rules and ordinances.

(d) The proposed transferee shall enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional liability for and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Franchise Agreement; and, if transferee is an entity, transferee's owners, shall execute such agreement as transferee's owners and shall, jointly and severally, guarantee the performance of all such obligations, covenants and agreements in writing in form and substance satisfactory to Franchisor.

(e) The proposed transferee shall demonstrate to Franchisor's satisfaction that such transferee meets the criteria considered by Franchisor when reviewing a prospective franchisee's application for a franchise including but not limited to Franchisor's educational, managerial and business standards; transferee's good moral character, business reputation and credit rating; transferee's aptitude and ability to operate the Franchised Yummi Kiosk in accordance with this Franchise Agreement (as may be evidenced by prior related business experience or otherwise); transferee's ability, financial resources, infrastructure and capital for operation of a multi-unit kiosk business; and the geographic proximity of other Yummi Kiosks owned or operated by transferee in relation to the Franchised Yummi Kiosk.

(f) The proposed transferee shall execute, for a term ending on the expiration date of this Franchise Agreement and with such renewal term as may be provided by this Franchise Agreement, the standard form franchise agreement then being offered to new franchisees in the System and other ancillary agreements as Franchisor may require; and if transferee is an entity, the ultimate, natural person owners of such transferee entity, shall execute such agreements as transferee's principals and shall guarantee the

performance of all such obligations, contracts and agreements in writing in a form satisfactory to Franchisor. Such agreements shall supersede this Franchise Agreement and its ancillary documents in all respects and the terms of such agreements may differ from the terms of this Franchise Agreement, including, without limitation, a lower percentage Franchisee Earnings and a higher advertising contribution; provided, however, that the transferee shall not be required to pay any initial Franchisee Earnings.

(g) Franchisee, Owners, and the proposed transferor shall remain liable for all of the obligations and liabilities related to this Franchise Agreement and/or the Franchised Yummi Kiosk prior to the effective date of the transfer of the Franchised Yummi Kiosk and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability.

(h) The proposed transferee, the transferee's manager(s) and the transferee's operating partner shall complete, at transferee's cost, any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require.

(i) Franchisee and proposed transferee shall pay a transfer fee not to exceed \$10,000, plus such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with any transfer of this Franchise Agreement and preparing or reviewing transfer documentation, including, without limitation, the costs of background checks, legal and accounting fees, plus any other fees that may be payable under this Franchise Agreement. The total transfer fees shall be paid in two, non-refundable installments: (a) one-half (1/2) shall be paid together with the delivery to Franchisor of the application from the proposed transferee; and (b) the balance of the transfer fees, the amount of such total transfer fees to be determined by Franchisor in its sole discretion pursuant to this Section 13.3(i), which shall be paid on or before the date of the transfer.

(j) If the proposed transferee is an entity, then transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth in Article 6 and the transferee shall provide to Franchisor evidence satisfactory to Franchisor that the terms of Article 6 have been satisfied and are true and correct on the date of transfer.

(k) Franchisee, Owners and the proposed transferor and transferee shall comply with any other conditions that Franchisor reasonably requires from time-to-time as part of Franchisor's transfer policies including, without limitation, evidence of Host Location consent, landlord consent, subordination of purchase price to monetary obligations under this Franchise Agreement, execution of confidentiality and non-compete agreements, etc.

Section 13.4 No Security Interest. Franchisee shall not grant a security or collateral interest in this Franchise Agreement, the System and/or the Marks. Franchisee shall not grant a security or collateral interest in the Franchised Yummi Kiosk without Franchisor's prior written consent, which shall not be unreasonably withheld. In connection therewith, the appropriately approved secured party will be required by Franchisor to agree that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured Party and to cure any default of Franchisee.

Section 13.5 Transfer for Convenience of Ownership. Any proposed assignment and/or transfer of this Franchise Agreement by Franchisee to an affiliated or subsidiary corporation or other entity formed by Franchisee solely for the convenience of ownership shall be subject to Franchisor's prior written consent which Franchisor may condition upon any or all of the requirements set forth in Section 13.3 (as determined by Franchisor in its sole discretion). With respect to any proposed assignment or transfer under this Section 13.5, Franchisee shall be the owner of all of the voting stock or interest of such corporation or entity and if Franchisee is more than one individual, each individual shall have the same proportionate

ownership interest in the transferee corporation or entity as such individual had in Franchisee prior to the transfer.

Section 13.6 Right of First Refusal. The “Right of First Refusal” attached hereto as Attachment E is hereby incorporated into this Franchise Agreement.

Section 13.7 Transfer Upon Death or Permanent Disability.

(a) Upon the death of any person with an interest in this Franchise Agreement and/or Franchisee (the “Deceased”), the executor, administrator or other personal representative of the Deceased shall propose a transfer of such interest to a third party within sixty (60) days after the death of the Deceased for approval by Franchisor. If the transferee is not approved by Franchisor, then the executor, administrator or other personal representative of the Deceased shall propose a transfer such interest to a third party approved by Franchisor within thirty (30) days after such disapproval. If Franchisor again disapproves or such transfer was made without the consent of Franchisor, Franchisor shall have the right to terminate this Agreement immediately.

(b) Upon the permanent disability of any person with an interest in this Franchise Agreement or Franchisee, Franchisor may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 13 within six (6) months after notice to Franchisee. “Permanent disability” shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Franchise Agreement or in the Guaranty attached to this Franchise Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by Franchisor upon examination of the person; or if the person refuses to submit to an examination, then such person shall be automatically deemed permanently disabled as of the date of such refusal for the purpose of this Article 13. The costs of any examination required by this Section 13.7(b) shall be paid by Franchisor.

Section 13.8 Non-Waiver of Claims. Franchisor’s consent to a transfer of any interest under this Article 13 shall not constitute a waiver of any claims it may have against the transferor nor shall it be deemed a waiver of Franchisor’s right to demand full and exact compliance with any of the terms of this Franchise Agreement by the proposed transferee.

Section 13.9 Offerings by Franchisee. Ownership interests in or other securities of Franchisee may be offered by private offering or otherwise, only with the prior written consent of Franchisor (whether or not Franchisor’s consent is required under this Article 13), which consent shall not be unreasonably withheld. All documents or other offering materials used in such offering shall be submitted to Franchisor for a limited review as discussed below prior to their being used in the proposed offering. No Franchisee offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of Franchisee or Franchisor securities; and Franchisor’s review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. No review of or comment upon (of any suggested revisions of) any offering materials by Franchisor or any other Franchisor Party or their legal counsel or other advisers or agents shall be taken to imply that Franchisor or any other Franchisor Party shall have any responsibility or liability for such offering materials or any statements therein. Franchisor may, at its option, require Franchisee’s offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in this Section 13.9. Franchisee and the other participants in the offering shall fully indemnify Franchisor and the other Franchisor Parties in connection with any such offering. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of \$5,000. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section 13.9.

ARTICLE 14

DEFAULT AND TERMINATION

Section 14.1 Obligations Material. Franchisee acknowledges and agrees that each of the Franchisee's obligations described in this Franchise Agreement is a material and essential obligation of Franchisee; that nonperformance of such obligations will adversely and substantially affect the Franchisor and the System; and agrees that the exercise by Franchisor of the rights and remedies set forth herein are appropriate and reasonable.

Section 14.2 Default and Automatic Termination. Each of the following shall be deemed an event of default by Franchisee and, upon such default, this Franchise Agreement shall automatically terminate without notice to Franchisee or cure period.

(a) Franchisee shall become insolvent or makes a general assignment for the benefit of creditors.

(b) Any purported assignment, transfer, conveyance, give away, gift, pledge, mortgage or other encumbrance (by operation of law or otherwise) by Franchisee and/or Owners which does not comply with Article 13.

(c) Franchisee files a voluntary petition (or an involuntary petition involving Franchisee is filed) under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due or Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state thereof or if Franchisee's auditors shall issue a going concern warning in respect of Franchisee in connection with any audit of Franchisee's financial statements.

(d) If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee. If a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction. If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed). If Franchisee is dissolved or if execution is levied against Franchisee's business or property. If suit or other proceeding to foreclose any lien or mortgage against the Franchised Yummi Kiosk (or equipment therein) is instituted against Franchisee and not dismissed within thirty (30) days or if the real or personal property of Franchisee's Yummi Kiosk shall be sold after levy thereupon by any sheriff or other person with competent jurisdiction.

(e) Franchisee or any of Owners (i) violates any "Anti-Terrorism Laws", as defined below, (ii) is listed under any such Anti-Terrorism Laws, (iii) has any dealings with any person listed under any such Anti-Terrorism Laws, and/or (iv) assets are blocked under any such Anti-Terrorism Laws. The term "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

Section 14.3 Other Defaults by Franchisee. Each of the following shall be deemed an event of default by Franchisee under this Franchise Agreement.

(a) Franchisee ceases to operate or otherwise abandons the Franchised Yummi Kiosk unless the Franchised Yummi Kiosk has been closed (i) for a purpose that has been expressly approved in writing by Franchisor; (ii) due to governmental order; (iii) due to fire, flood, other casualty, or other catastrophic forces beyond Franchisee's control (provided that in the case of subsection (iii) (A) such event was not caused by Franchisee's intentional and/or negligent acts, (B) that Franchisee applies within thirty (30) days after such event, for Franchisor's approval (which approval shall not be unreasonably withheld) to reconstruct the Franchised Yummi Kiosk, which reconstruction is also conditioned upon the Host's approval which Franchisor shall use commercially reasonable efforts to obtain, and (C) Franchisee thereafter diligently pursues such reconstruction) or (iv) due to the Host Location preventing access to the Location of the Franchised Yummi Kiosk; provided that none of the events described in subsections (ii)-(iv) are a result of Franchisee's breach of the Occupancy Agreement for the Location or Franchisee losing the right to transact business in the jurisdiction where the Franchised Yummi Kiosk is located.

(b) Franchisee or any of Owners or any of their respective employees or agents is indicted or convicted (regardless of any pending appeal) of a crime for which imprisonment is a potential penalty, or any other crime or offense that Franchisor believes, in its sole discretion, is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interest therein.

(c) Submission by Franchisee or any of Owners of a franchise application and/or management commitment form (or other documentation required under this Franchise Agreement) which contains any materially false or misleading statements or omits any material fact.

(d) Franchisee or any of Owners or any of their respective employees or agents engages in conduct that is deleterious or reflects unfavorably on Franchisor, the System, the Host Location or any party to the Occupancy Agreement, the Marks and/or the goodwill associated therewith including, without limitation, conduct which exhibits a disregard for the physical and mental well-being of employees, customers, Franchisor's representatives, the Host Location or any party to the Occupancy Agreement or the public at large (e.g., battery, assault, sexual harassment, discrimination, and other forms of threatening, outrageous, or socially unacceptable behavior).

(e) Franchisee fails to comply with this Franchise Agreement, the System, and/or any health, safety, or sanitation law, rule, or regulation relating to cleanliness and sanitation of the Franchised Yummi Kiosk. Franchisee's construction, maintenance, and/or operation of the Franchised Yummi Kiosk represents a threat or danger to public health or safety.

(f) Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein.

(g) Franchisee and/or any of Owners enters into a subfranchise agreement, management agreement, consulting arrangement, subcontracting arrangement, outsourcing arrangement, or any other similar arrangement relating to this Franchise Agreement and/or the Franchised Yummi Kiosk.

(h) Franchisee fails to pay the Initial Franchise Fee, the Management Fee, the NAP Fee, if any, and/or any other amounts due hereunder.

(i) Franchisee or any of Owners fails to comply with any provision of this Franchise Agreement.

(j) Franchisee repeatedly fails to comply with the provisions of this Franchise Agreement (whether or not cured after notice).

(k) Franchisee has not opened the Franchised Yummi Kiosk for business to the general public within thirty (30) days from the Effective Date of this Franchise Agreement.

Section 14.4 Remedies for Default by Franchisee. In the event of a default under Section 14.3, then Franchisor may, at its option, elect any one or more of the following remedies.

(a) With respect to a default under Section 14.3(a), Franchisor may terminate this Franchise Agreement immediately upon written notice of a default under Section 14.3(a) and may elect to operate the Yummi Kiosk. In such event, Franchisee shall reimburse Franchisor for all costs and expenses incurred by Franchisor in assuming the operation of such Yummi Kiosk and shall also pay to Franchisor an early termination fee of \$10,000.

(b) With respect to a default under Section 14.3(c) or (e), Franchisor may terminate this Franchise Agreement immediately upon written notice, which notice shall specify the nature of the default(s).

(c) With respect to a default under Section 14.3(d), Franchisor may terminate this Franchise Agreement upon three (3) days' prior written notice which notice shall specify the nature of the default(s). In the event Franchisee cures such default(s) to the satisfaction of Franchisor prior to the expiration of such 3-day period, then such default shall be deemed as cured and this Franchise Agreement shall not terminate due to such default. If any such default is not cured within such three (3) day period, then this Franchise Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the 3-day period.

(d) With respect to other defaults under Section 14.3, Franchisor may terminate this Franchise Agreement upon ten (10) days' prior written notice to Franchisee, which notice shall specify the nature of the default(s). In the event Franchisee cures such default(s) to the satisfaction of Franchisor prior to the expiration of such 10-day period (or such shorter period in the event of an emergency), then such default shall be deemed as cured and this Franchise Agreement shall not terminate due to such default. If any such default is not cured to Franchisor's satisfaction within such ten 10-day period, then this Franchise Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the ten 10-day period.

(e) Apply a progressive warning and fine structure in accordance with our then-current Franchise Manual.

(f) In addition to all other rights and remedies available under this Section 14.4, Franchisor may elect any other right or remedy available to Franchisor under this Franchise Agreement, at law or in equity.

Section 14.5 No Cure Period. Franchisee agrees there is no cure period for any of the events of default described in Section 14.2. Franchisee agrees there is no cure period for any of the events of default described in Section 14.3 except as expressly set forth in Section 14.4. If any applicable law or rule requires a notice period and/or a cure period, then the notice period and/or cure period required under such law or rule shall be substituted for the requirements herein.

Section 14.6 No Waiver. Forbearance by Franchisor to enforce its rights and remedies in this

Article 14 in the event of a default by Franchisee shall not constitute a waiver of such default and shall not constitute a waiver by Franchisor of its rights and remedies in this Article 14 in the event of any subsequent default by Franchisee.

Section 14.7 Remedies Not Exclusive. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

Section 14.8 Default by Franchisor. If Franchisor defaults in the performance of any term of this Franchise Agreement, then Franchisee shall deliver written notice of such default to Franchisor within thirty (30) days after such default and such notice shall clearly and definitively specify each act or omission constituting such default. If Franchisee does not believe that Franchisor has cured such default within sixty (60) days after delivery of such default notice to Franchisor, then Franchisee shall notify Franchisor that Franchisee believes such default has not been cured. If Franchisee fails to notify Franchisor within such sixty (60) day period that such default has not been cured, then such default shall be deemed as cured.

Section 14.9 Termination Without Cause. Franchisor may terminate this Agreement, upon thirty (30) days' notice to Franchisee, for any reason or no reason. If Franchisor exercises this right and thereby terminates this Agreement during the initial one-year Term of this Agreement, then Franchisor will pay to Franchisee an amount equal to the Initial Franchise Fee prorated in accordance with the number of days remaining in such initial one-year Term.

ARTICLE 15

TERMINATION OR EXPIRATION OF FRANCHISE AGREEMENT

Section 15.1 Termination or Expiration. Upon termination or expiration of this Franchise Agreement, Franchisee agrees that all rights and licenses granted to Franchisee under this Franchise Agreement (including, without limitation, rights to use the System, the Franchise Manual, and the Marks) shall immediately terminate and any right, title, and interest claimed by Franchisee to any such matters shall immediately revert to Franchisor without further notice or documentation. Franchisee shall also comply with the following obligations:

(a) Franchisee shall immediately cease to operate the Franchised Yummi Kiosk and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

(b) Franchisee shall immediately and permanently cease to use, in any manner whatsoever, the System, the Marks, the Franchise Manual and the Confidential Information. In connection with the promotion, advertising, marketing, and/or operation of any other business conducted by Franchisee, Franchisee shall not, under any circumstances, use any reproduction, counterfeit, copy or colorable imitation of the Marks which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's rights in and to the Marks. Franchisee shall not use any designation of origin, description, or representation which falsely suggests or represents an association and/or connection (or former association or connection) with Franchisor.

(c) Franchisee shall immediately cease to occupy the Host Location and return to the Franchisor, or if so instructed by the Franchisor, the Host, any keys or other access elements in the possession of Franchisee or Owners or their respective employees or agents and comply with any "De-Identification Schedule" as may be provided by Franchisor to Franchisee or Owners.

(d) Franchisee shall immediately deliver to Franchisor the Franchise Manual, Confidential Information, all written materials bearing the Marks or identifying the Franchised Yummi Kiosk, all

computer hardware and software which may have been provided or licensed by Franchisor, such items as may be listed in the De-Identification Schedule, and all other records, files, instructions, correspondence, brochures, agreements, invoices, and other materials relating to the operation of the Franchised Yummi Kiosk. Franchisee shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Franchise Agreement and copies of any correspondence between the Parties.

(e) Franchisee shall take such action as may be necessary to cease the use of any name that includes any words identified to Franchisor or the Marks, including cancelation of any assumed name or equivalent registration which contains such words or the Marks and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Franchise Agreement.

(f) Franchisor will pay the remaining Franchisee Earnings owing from Franchisor to Franchisee within ten (10) days after Franchisor will pay the remaining Franchisee Earnings owing from Franchisor to Franchisee within, Franchisee shall pay all sums owing to Franchisor under this Franchise Agreement including, without limitation, all Damages (including costs under subparagraph (g) below), incurred by Franchisor as a result of such termination or expiration. In the event Franchisee fails to comply with this subparagraph (f), then (in addition to any rights and remedies available to Franchisor), such failure shall give rise to and remain a lien in favor of Franchisor (until paid in full) against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee at the Franchised Yummi Kiosk (in addition to any other rights and remedies available to Franchisor under this Franchise Agreement or applicable law).

(g) Within thirty (30) days before and after the expiration or termination of your Franchise Agreement, Franchisor may purchase (i) any or all of the furnishings, fixtures, equipment and signs, related to the Franchised Yummi Kiosk for 50% of their original purchase prices and (ii) all usable food inventory purchased from Franchisor that Franchisee has on hand at the Host Location and in transit thereto that has already been paid for by Franchisee for 90% of its original purchase price. All purchase orders for food or other supplies provided by Franchisor not yet in transit shall immediately be deemed to be terminated by the Parties and Franchisor shall reimburse to Franchisee any cost paid for such food or other supplies.

(h) In the event Franchisee fails or refuses to comply with the requirements of this Section 15.1, then Franchisor shall have the right to enter the Location, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required under this Section 15.1, at the expense of Franchisee, which expense Franchisee agrees to pay to Franchisor upon demand.

Section 15.2 Survival. The terms of this Article 15 shall survive the termination or expiration of this Franchise Agreement. Franchisee shall pay to Franchisor all Damages incurred by Franchisor subsequent to the termination or expiration of this Franchise Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 15.

ARTICLE 16

NO-COMPETE CLAUSE AND RELATED COVENANTS

Section 16.1 Best Efforts. During the Term, Franchisee, Managing Owner and Operating Partner (as applicable) agree to devote full time and best efforts to the management and operation of the Franchised Yummi Kiosk.

Section 16.2 Receipt of Confidential Information. Franchisee and Owners agree (i) they will either receive or have access to valuable specialized training and Confidential Information which is beyond their present skills and experience, and (ii) that such training and Confidential Information provide

a competitive advantage and will be valuable to them in the operation of the Franchised Yummi Kiosk, (iii) access to such training and Confidential Information is a primary reason for entering into this Franchise Agreement, (iv) such training and Confidential Information are provided by Franchisor for the benefit of the System and each Yummi Kiosk under the System and (v) that the System and each such kiosk individually and mutually benefit from Franchisee's compliance with the covenants described below.

Section 16.3 No-Compete Clause. In consideration for such training and Confidential Information (and the other benefits provided to Franchisee by this Franchise Agreement), Franchisee and Owners agree as follows:

(a) During the Term, Franchisee and Owners shall not directly, indirectly, or in any manner whatsoever:

(i) Divert or attempt to divert any business or customer of Yummi Kiosks to any Competitive Yummi Kiosk (defined below) or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) Own, maintain, develop, operate, or have any interest in any Competitive Yummi Kiosk. The term "Competitive Yummi Kiosk" shall be deemed to mean any kiosk or similar establishment featuring Pan-Asian Food as primary menu items.

(b) Commencing on (i) the expiration or termination of this Franchise Agreement or on the date of an approved transfer of all of Franchisee's interest in this Franchise Agreement and continuing for a period of two (2) years after such date, Franchisee shall not directly, indirectly, or in any manner whatsoever:

(i) divert or attempt to divert any business or customer of any Yummi Kiosk to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) own, maintain, develop, operate, or have any interest in any Competitive Yummi Kiosk located in the United States of America.

(c) Commencing on (i) the expiration or termination of this Franchise Agreement or (ii) on the date which an individual or entity ceases to satisfy the definition of "Franchisee's Owner" and continuing for a period of one year after such date, such Franchisee's Owner shall not directly, indirectly, or in any manner whatsoever:

(i) divert or attempt to divert any business or customer of any Yummi Kiosk to any Competitive Yummi Kiosk or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) own, maintain, develop, operate, or have any interest in any Competitive Yummi Kiosk located in the United States of America.

(d) In addition to any other rights and remedies available to Franchisor under this Franchise Agreement and in the event of a violation of Sections 16.3(a), 16.3(b), and/or 16.3(c), which Franchisee and Owners recognize and acknowledge would cause irreparable damage to Franchisor, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate, Franchisor may demand, in its sole discretion, specific performance and injunctive relief without the necessity of proving actual damages or posting any bond or other security.

Section 16.4 Managers and Employees. At Franchisor's request, Franchisee shall require and obtain execution of covenants substantially identical to those set forth in this Article 16 (including covenants applicable upon the termination of a person's relationship with Franchisee) from any and all managers of Franchisee and any other employees of Franchisee who have received or will receive training or Confidential Information, and any holder (except for limited partners) of a beneficial interest of greater than one percent (1%) of the securities of Franchisee and any entity directly or indirectly controlling Franchisee, if Franchisee is an entity (or is a general partner, manager or managing member of an entity directly or indirectly controlling a general partner of Franchisee, if Franchisee is a partnership or limited liability company respectively). The covenants required by this Section 16.4 shall be substantially in the form contained in Attachment B.

Section 16.5 Survival. The terms of this Article 16 shall survive the termination, expiration, or any transfer of this Franchise Agreement. The Parties agree this Article 16 shall be construed as independent of any other provision of this Franchise Agreement. If all or any portion of this Article 16 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a Party, Franchisee and Owners expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 16.

Section 16.6 Reduction in Scope. Franchisee and Owners agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any provision, or portion thereof, in this Article 16 without their consent, effective immediately upon notice to Franchisee; and Franchisee and Owners agree that they shall comply forthwith with any provision as so modified, which shall be fully enforceable notwithstanding the provisions of Section 20.1.

Section 16.7 No Defense. Franchisee and Owners expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Franchise Agreement, shall not constitute a defense to the enforcement by Franchisor of the provisions of this Article 16. In addition to any other rights and remedies, Franchisee and Owners agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 16.

Section 16.8 Consent to Injunctive Relief. Franchisee and Owners acknowledge that a violation of the terms of this Article 16 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee and Owners accordingly consent to the issuance of an injunction prohibiting any conduct by Franchisee or Owners in violation of the terms of this Article 16 without the necessity of proving actual damages or requirement of posting bond or other security.

ARTICLE 17

RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

Section 17.1 No Fiduciary or Special Relationship. The Parties agree (i) this Franchise Agreement does not create a fiduciary or other special relationship between them, and (ii) nothing in this Franchise Agreement is intended to designate either Party as an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

(a) During the Term, Franchisee shall hold itself out to the public as an independent operation operating the Franchised Yummi Kiosk under this Franchise Agreement. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, if required by Franchisor, exhibiting a notice of that fact in a conspicuous place in the Franchised Yummi Kiosk, the content of which Franchisor

reserves the right to specify.

(b) The Parties agree that nothing in this Franchise Agreement authorizes Franchisee or any of Owners to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee or Owners or for any claim or judgment arising therefrom against Franchisee, any of Owners or Franchisor.

(c) Franchisee shall be the sole and exclusive employer of its employees with the sole right to hire, discipline, and discharge such employees and the sole right to establish wages, hours, benefits, employment policies and other terms and conditions of employment for such employees all as determined by Franchisee in its sole discretion without consultation or approval by Franchisor. Additionally, Franchisee must communicate to all employees that Franchisee, not Franchisor, is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or Franchisor's name. Franchisee shall be solely responsible for the payment of all social security taxes and/or other applicable payroll-related, government-mandated contributions and/or taxes and Franchisee shall indemnify and hold Franchisor and the other Franchisor Parties harmless from any liability for any such contributions and/or taxes.

Section 17.2 Indemnity. Franchisee and the Owners, jointly and severally, are responsible for all Damages (defined below), including any such Damages incurred by Franchisor, related to Franchisee's obligations under this Franchise Agreement and the development and operation of the Franchised Yummi Kiosk. Franchisee shall, at all times, indemnify and hold Franchisor and the other Franchisor Parties harmless to the fullest extent permitted by law (without regard to the cause thereof or the negligence of Franchisor or the other Franchisor Parties) from all Damages related to Franchisee's obligations under this Franchise Agreement and the development and operation of the Franchised Yummi Kiosk including, without limitation, Damages related to the following matters:

(a) The infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Owners of any patent, mark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks or other proprietary information granted hereunder).

(b) The violation, breach or asserted violation or breach by Franchisee or any of Owners of any federal, state or local law, regulation, ruling, standard or directive or any industry standard (including, without limitation, any claims related to the employment of Franchisee's employees).

(c) Libel, slander or any other form of defamation of Franchisor, the System or any developer or franchisee operating under the System, by Franchisee or by any of Owners.

(d) The violation or breach by Franchisee or by any of Owners of any provision of this Franchise Agreement or in any other agreement between Franchisee, its subsidiaries and affiliates and Franchisor or any other Franchisor Party.

(e) Acts, errors, or omissions of Franchisee, any of Franchisee's subsidiaries or affiliates and any of Owners and the officers, directors, managers, shareholders, members, partners, agents, representatives, independent contractors and employees of Franchisee or Owners and their respective subsidiaries and affiliates in connection with the establishment and operation of the Franchised Yummi Kiosk.

Section 17.3 Notice to Franchisor. Franchisee and each of Owners agree to give Franchisor prompt notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At the expense and risk of Franchisee and each of Owners, Franchisor may elect to assume (but under no circumstance is obligated to undertake) or associate legal counsel of its own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by Franchisor shall, in no manner or form, diminish the obligation of Franchisee and each of Owners to indemnify Franchisor and the other Franchisor Parties and to hold them harmless.

Section 17.4 Settlement or Other Remedial Actions.

(a) In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, Franchisor may, at any time and without notice, as it, in its judgment deems appropriate, consent or agree to settlements or take such other remedial or corrective actions it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Franchisor's sole judgment, there are reasonable grounds to believe that (i) any of the acts or circumstances enumerated in Section 17.2 have occurred or (ii) any act, error, or omission as described in Section 17.2(e) may result directly or indirectly in damage, injury, or harm to any person or any property.

(b) All Damages incurred under this Article 17 shall be chargeable to and paid by Franchisee or any of Owners pursuant to its obligations of indemnity under this Article 17, regardless of any actions, activity or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity or defense.

Section 17.5 Definition of Damages. As used in this Agreement, the term "Damages" shall include, without limitation, all liability, losses, damages (including, without limitation, compensatory, exemplary and punitive damages), claims, fines, charges, costs, expenses, debts, lost profits, reasonable attorney's fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor's reputation and goodwill, costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

Section 17.6 No Liability. Franchisor Parties do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee, or any of Owners, or Franchisee's or Franchisee's respective subsidiaries and affiliates or any of such parties' respective officers, directors, managers, shareholders, members, partners, agents, representatives, independent contractors and employees of Franchisee, its subsidiaries or affiliates may contract, regardless of the purpose.

Section 17.7 No Requirement to Pursue Third Party. Under no circumstances shall the Franchisor Parties be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee or any of Owners. Franchisee and each of Owners agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from Franchisee or any of Owners by Franchisor or any other Franchisor Parties.

Section 17.8 Survival. The terms of this Article 17 shall survive the termination, expiration, or any transfer of this Franchise Agreement.

ARTICLE 18
APPROVALS AND WAIVERS

Section 18.1 Requests for Approvals. Whenever this Franchise Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing. Franchisor makes no warranties or guarantees

upon which Franchisee or Owners may rely, and assumes no liability or obligation to Franchisee or such persons, by providing any waiver, approval, consent, or suggestion to Franchisee or Owners in connection with this Franchise Agreement, or by reason of any neglect, delay, or denial of any request therefor.

Section 18.2 No Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee or Owners under this Franchise Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee or Owners, or as to any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or Owners of any terms, provisions, covenants, or conditions of this Franchise Agreement.

ARTICLE 19 **NOTICES**

Any and all notices, reports and payments permitted or required to be delivered by the provisions of this Franchise Agreement shall be (i) personally delivered, (ii) delivered by overnight delivery service, (iii) delivered by certified/registered mail, return receipt requested, or (iv) delivered by email, electronic delivery, prepaid telex, or facsimile, provided sender confirms any delivery under this clause (iv) by sending a confirmation copy by overnight delivery service or certified/registered mail, return receipt requested, within one (1) business day after transmission thereof to the respective Parties at the addresses listed below. So long as any notice is prepared, addressed, and delivered in accordance with this Article 19, then any such notice shall be deemed to have been received (i) at the time of personal delivery, (ii) at the time of transmission in the case of email, electronic delivery, facsimile or telex, provided confirmation is sent as described above, (iii) on the next business day in the case of overnight delivery service, or (iv) within three (3) business days after mailing in the case of registered or certified mail. The Parties may change their notice information below by delivery of written notice to the other Party in accordance with this Article 19 with new notice information. Franchisor may elect (in its sole discretion) to deliver copies of any notices to Franchisee under this Franchise Agreement to Franchisee's lender(s), landlord(s), and other similar Parties.

Notices to Franchisor:

GBC Food Services, LLC
14043 Distribution Way Farmers Branch, TX, 75234 Attn: Katie Aung
Email: katieaung@yummisushi.net

with a copy to:

Steven R. Block
Blank Rome LLP
200 Crescent Court, Suite 1000
Dallas, TX 75201
Email: steve.block@blankrome.com

Notices to Franchisee and Owners:

Attn: _____
Address: _____
EMAIL: _____

ARTICLE 20

MISCELLANEOUS PROVISIONS

Section 20.1 Entire Agreement. This Franchise Agreement, the documents referred to herein, and the Attachments hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and shall supersede all prior and contemporaneous agreements, discussions, correspondence, understandings and/or communications in any form or format between the Parties hereto with respect to the subject matter hereof. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Franchise Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. In entering into this Franchise Agreement, no Party is relying on any promise, warranty, inducement or representation by the other Party other than those expressly set forth herein; provided, however, that nothing in this Franchise Agreement is intended to disclaim any representations made by Franchisor in the franchise disclosure document provided to Franchisee by Franchisor.

Section 20.2 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Franchise Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Franchise Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the Parties hereto; and said invalid portions, sections, parts, terms and/or provisions shall be deemed not to be a part of this Franchise Agreement.

Section 20.3 No Benefit. Except as expressly provided to the contrary herein, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer upon any person or legal entity any rights or remedies under this Franchise Agreement (and otherwise except for Franchisee, Owners, Franchisor and Franchisor's officers, managers, and employees).

Section 20.4 Agreement to be Bound. Franchisee and Owners, as applicable, expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Franchise Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a Party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

Section 20.5 Captions. All captions in this Franchise Agreement are intended solely for the convenience of all Parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

Section 20.6 Survival. Any obligation of Franchisee or Owners that contemplates performance of such obligation after termination, expiration, or any transfer of this Franchise Agreement shall be deemed to survive such termination, expiration or transfer.

Section 20.7 References. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable; and, without limiting the obligations individually undertaken by the Owners hereunder, all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Franchise Agreement on behalf of Franchisee. Each reference in this

Franchise Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the constating or organizational documents, owners, directors, managers and officers of an entity in this Franchise Agreement shall be deemed to refer to the functional equivalents of such organizational documents, owners, directors, managers, and officers, as applicable, in the case of any type of entity or organization similar thereto.

Section 20.8 Counterparts. This Franchise Agreement may be executed in one or more counterparts and each counterpart so executed shall be deemed an original.

Section 20.9 Business Days. The term “business days” means any days excluding Saturday, Sunday and the following national holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving and Christmas.

Section 20.10 Franchisee’s Responsibility for Owners. Franchisee shall be solely and completely responsible to ensure (and cause) each of Owners to comply with the terms of this Franchise Agreement and each of Owners must sign the Signature Page of Owners attached hereto. Franchisee agrees that any violation of the terms of this Franchise Agreement by Owners shall constitute an event of default under Article 14.

Section 20.11 Outsourcing by Franchisor. Franchisor may, in its sole discretion, elect to outsource and/or subcontract certain of Franchisor’s obligations set forth in this Franchise Agreement to subsidiaries, affiliates, contract employees, third-party vendors and/or other third-party suppliers; provided (i) any such outsourcing and/or subcontracting shall not discharge Franchisor from its obligations under this Franchise Agreement, and (ii) any such outsourced or subcontracted obligations shall be performed in accordance with the terms of this Franchise Agreement.

ARTICLE 21 **DISPUTE RESOLUTION**

Section 21.1 Legal Remedies. Franchisor and Franchisee will each have the right in a proper case to obtain specific performance, eviction from the premises of the Franchised Yummi Kiosk, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee’s sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for Damages by reason of the wrongful issuance of any injunction being expressly waived).

Section 21.2 Non-Binding Mediation. The Parties agree that in the event of any dispute among Franchisor, Franchisee and/or any of their respective affiliates arising out of, relating to or in connection with this Franchise Agreement or the transactions contemplated hereby, including but not limited to the arbitrability of any such dispute, such dispute shall be resolved exclusively by arbitration in front of a single arbitrator to be conducted by JAMS (formerly Judicial Arbitration and Mediation Services, Inc.) in Dallas County, Texas (unless otherwise agreed to in writing by all parties involved in such proceeding), in accordance with its Commercial Arbitration Rules and Mediation Procedures and the Federal Arbitration Act. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction. Notwithstanding any provision of this Agreement to the contrary, Franchisor may initiate proceedings in any court of competent jurisdiction to seek an injunction or injunctions to prevent breaches of this Agreement, to enforce specifically breaches of this Agreement, to enforce specifically the terms and provisions hereof, to compel arbitration as required by this Section 21.2,

to enforce or collect upon any arbitration award entered hereunder, or to claim Damages under Articles 9 and 16. Notwithstanding the foregoing, prior to any such arbitration, the Parties agree that either Party may submit any claim, controversy or dispute arising out of this Franchise Agreement to non-binding mediation; provided the Parties shall not be required to pursue mediation of any claim, controversy, or dispute as a prerequisite to issuing default notices, filing a lawsuit or commencing other legal proceedings. Any such non-binding mediation shall be conducted through either an individual mediator or a mediation services organization, provided the mediator shall be (a) experienced in the mediation of food service business disputes and (b) agreed upon by the Parties.

Section 21.3 Consent to Jurisdiction; Venue; Governing Law. Subject to Section 21.2, Franchisee and Owners irrevocably (a) submit themselves to the exclusive jurisdiction of the State Courts of Texas, located in Dallas County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division; (b) waive all questions of personal jurisdiction for the purpose of effectuating this provision; (c) agree that service of process may be made upon any of them in any proceeding relating to, or arising out of, this Franchise Agreement (including the relationship contemplated by this Franchise Agreement) by any means allowed by Texas or Federal law; and (d) agree that venue for any proceeding relating to, or arising out of, this Franchise Agreement shall be in Dallas County, Texas; provided Franchisor may bring an action for injunctive or other extraordinary relief in any state or federal court which has jurisdiction. With respect to all claims, controversies, disputes and/or actions, this Franchise Agreement shall be interpreted and construed under Texas law (without regard to Texas choice of law rules), except that any state law regarding (i) the offer and sale of franchises, (ii) franchise relationships and/or (iii) business opportunities will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph. Franchisee, Owners, and Franchisor acknowledge the terms of this Section 21.3 provide each of the Parties with the mutual benefit of uniform interpretation of this Franchise Agreement and any dispute arising out of the relationship contemplated by this Franchise Agreement. Franchisee, Owners and Franchisor acknowledge the receipt and sufficiency of mutual consideration for such benefit.

Section 21.4 Place of Execution of Franchise Agreement. Franchisee, Owners, and Franchisor acknowledge (i) this Franchise Agreement was executed in Dallas County, Texas; and (ii) performance of certain obligations of Franchisee and Owners under this Franchise Agreement, including payment of monetary sums due hereunder, shall occur at Franchisor's principal offices in Farmers Branch, Texas.

Section 21.5 Costs and Attorneys' Fees. Prior to the commencement of litigation, arbitration, or other dispute resolution procedure and in the event Franchisor incurs costs and expenses (including attorneys' fees) in connection with Franchisee's failure to comply with (and/or failure to timely pay amounts owing to Franchisor under) this Franchise Agreement, then Franchisee shall promptly reimburse Franchisor for such reasonable costs and expenses. In the event of litigation, arbitration, or other dispute resolution procedure between the Parties to enforce this Franchise Agreement, the prevailing Party (or in the case of a disputed amount, the Party whose claimed amount is closest to the amount finally determined in such dispute resolution procedure) in any such action shall be entitled to recover reasonable costs and expenses from the other Party, including, without limitation, court costs, reasonable attorneys' fees, discovery and investigation costs.

Section 21.6 Rights of Parties are Cumulative. Franchisor's and Franchisee's rights under this Franchise Agreement are cumulative and the exercise or enforcement of any right or remedy under this Franchise Agreement will not preclude the exercise or enforcement by a Party of any other right or remedy under this Franchise Agreement which it is entitled by law or this Franchise Agreement to exercise or enforce.

Section 21.7 Waiver of Punitive Damages and Jury Trial. To the fullest extent permitted by law, the Parties waive any right to, or claim for, any punitive or exemplary damages against the other Party. The Parties also agree that, in the event of a dispute between them, the Party making a claim will be limited to recovery of actual damages, if any. In addition, the Parties irrevocably waive trial by jury in any action, proceeding and/or counterclaim brought by either Party.

Section 21.8 Limitation of Claims. Any and all claims arising out of or relating to this Franchise Agreement or the relationship among the Parties to this Franchise Agreement will be barred unless an action or proceeding is commenced within one (1) year from the date Franchisee or Franchisor knew or should have known of the facts giving rise to such claim.

ARTICLE 22 **ACKNOWLEDGMENTS**

Section 22.1 Investigation by Franchisee and Owners. Franchisee and Owners agree that (i) they have conducted an independent investigation of the Franchised Yummi Kiosk; (ii) the business venture contemplated by this Franchise Agreement involves business risks; and (iii) Franchisee's success will be largely dependent upon the ability of Franchisee and its Owners as independent business people. Franchisor expressly disclaims the making of, and Franchisee and Owners agree not having received, any warranty or guarantee, express or implied as to the potential volume, profits, or success of the business venture contemplated by this Franchise Agreement. Further, Franchisee and Owners acknowledge that Franchisor has made no representations that Franchisee or any of Owners may or will derive income from the Franchised Yummi Kiosk.

Section 22.2 Receipt of Documents. Franchisee and Owners acknowledge they have received a copy of Franchisor's franchise disclosure document and have had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of their own choosing at least fourteen (14) calendar days prior to its execution and they are entering into this Franchise Agreement after having made an independent investigation and not upon any representation as to the profits and/or sales volume which Franchisee might be expected to realize.

Section 22.3 Acknowledgement by Franchisee and Owners. Franchisee and Owners acknowledge they have read and understood this Franchise Agreement, the Attachments hereto, and agreements relating hereto, if any, and that Franchisor has accorded Franchisee and Owners ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Franchise Agreement.

Section 22.4 Franchisor's Right to Vary the System and Other Standards. Franchisee and Owners acknowledge and agree that other franchisees of the System may be granted franchise rights at different times and in different situations pursuant to franchise agreements which may substantially differ from this Franchise Agreement (including without limitation, Franchise Fees, advertising fees, and other fees). Franchisee and Owners acknowledge and agree that Franchisor reserves the right to vary the System and other standards, specifications, and operating procedures (including standards and specifications related to building, furniture, fixtures, equipment, and signage) to address different circumstances or for other reasons deemed sufficient by Franchisor, in its sole discretion.

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise Agreement to be effective as of the Effective Date.

Franchisor:

GBC Food Services, LLC

By:

Name:

Title:

Franchisee:

[Entity Name, if applicable]

By:

Name:

Title:

Management Fee (if different than provided for in the Franchise Agreement): _____

SIGNATURE PAGE OF OWNERS

As of the Effective Date of the Franchise Agreement, each of the undersigned acknowledges and agrees as follows:

- (1) This "Signature Page of Owners" constitutes a part of the Franchise Agreement.
- (2) Each of the undersigned is included in the term "Owners" as described in the Franchise Agreement.
- (3) Each has read the terms and conditions of the Franchise Agreement. Each acknowledges that the undertakings by Owners in the Franchise Agreement are made and given in partial consideration of, and as a condition and inducement to, Franchisor's execution of the Franchise Agreement.
- (4) The undersigned individuals, jointly and severally, make all of the covenants, representations, and agreements of Owners set forth in the Franchise Agreement.

Owners:

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

ATTACHMENT A TO FRANCHISE AGREEMENT

THE LOCATION

Approved Location for the Franchised Yummi Kiosk

[illegible]

ATTACHMENT B TO FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (this “Confidentiality Agreement”) is entered into between GBC Food Services, LLC, a Texas limited liability company (“Franchisor”), _____ (“Franchisee”) and _____ (“Covenantor” and together with each of Franchisor and Franchisee, each a “Party” and collectively, the “Parties”) to be effective as of _____, 20____ (the “Effective Date”). Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Franchise Agreement unless otherwise defined herein.

RECITALS

Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a unique and distinctive system (the “System”) relating to the establishment and operation of Pan Asian food kiosks (“Yummi Kiosks”) which sell sushi, sashimi, Chinese food, poke, dumplings, and/or other Asian food items (in such combination as Franchisor may determine is appropriate) (“Pan Asian Food”) under the tradename, Yummi Go Gourmet (collectively, “Yummi Kiosks”). Yummi Kiosks are generally located at the premises of third-parties (the “Hosts”), typically upscale supermarkets, hotels, cafeterias, and university facilities (“Host Locations”), that in most instances are sourced by Franchisor and under leases, licenses or other rights to occupy such Host Location (“Occupancy Agreements”) between the Host Location and Franchisor.

The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, furnishings, special recipes and menu items; uniform standards, specifications, and procedures for operations, Occupancy Agreements, quality and uniformity of menu items, Products and services offered, procedures for inventory, management, and financial control, training and support; financing programs; safety programs; quality control programs; Occupancy Agreements and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time-to-time.

Franchisor identifies the System by means of certain tradenames, brand names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, Yummi Go Gourmet, Yummi Sushi, Yummi Sauces, Toshimi, Calmon and Sushi Sara and such other tradenames, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor for use in connection with the System (collectively, the “Marks”).

The Confidential Information provides economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means to, Franchisor’s competitors who could obtain economic value from knowledge and use of the Confidential Information.

Franchisor has taken, and intends to take all reasonable steps to maintain the confidentiality and secrecy of Confidential Information.

Franchisor has granted Franchisee a limited right to operate Yummi Kiosks using the System and Confidential Information pursuant to that certain Franchise Agreement, dated as of _____ (the “Franchise Agreement”), between Franchisor and Franchisee.

Franchisor and Franchisee have agreed the importance to Franchisor and to Franchisee and other licensed

users of the System of restricting use, access and dissemination of Confidential Information.

Franchisor and Franchisee acknowledge it will be necessary for certain employees, directors, officers, partners, members, managers and owners of Franchisee to have access to and to use some or all of the Confidential Information in the operation of Yummi Kiosks using the System.

Franchisee has agreed to obtain from those employees, directors, officers, partners, members, managers and owners written agreements protecting Confidential Information and the System against unfair competition.

Covenantor desires to remain (or desires to become) an employee, director, officer, partner, member, manager or owner of Franchisee and Covenantor desires to receive and use Confidential Information in the course of his or her employment. Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as set forth herein.

(1) Confidentiality Agreement.

(a) All information and materials (including, without limitation, the Franchise Manual), knowledge, know-how, or techniques concerning the Marks, the System, and methods of operation of the Franchised Deli Kiosk, including, without limitation, , drawing, pictures, designs, software licensed or provided by Franchisor, recipes, training materials, construction plans and specifications, marketing information and strategies, and site evaluation and selection techniques shall be deemed as “Confidential Information”. For the avoidance of doubt, a person describing his or her experience as a franchisee of Franchisor to another prospective franchisee of Franchisor shall not constitute the disclosure of Confidential Information.

(b) Covenantor shall receive Confidential Information in confidence and shall, at all times, maintain them in confidence, and use the Confidential Information only in the course of his or her employment by or association with Franchisee, or in the performance of Covenantor’s other responsibilities to Franchisee, and only in connection with this Confidentiality Agreement and/or operation by Franchisee of a Yummi Kiosk using the System for so long as Franchisee is licensed by Franchisor to use the System.

(c) Covenantor shall not, at any time, make copies of any documents or compilations containing some or all of Confidential Information without Franchisor’s express written permission.

(d) Covenantor shall not, at any time, disclose or permit the disclosure of Confidential Information except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the operation of a Yummi Kiosk using the System.

(e) Covenantor shall surrender the Franchise Manual and any other material containing some or all of Confidential Information to Franchisee or to Franchisor, upon request, or upon termination of employment by or association with Franchisee or Covenantor, or upon conclusion of the use for which Franchise Manual or other information or material may have been furnished to the Covenantor.

(f) Covenantor shall not, directly or indirectly, do any act or omit to do any act, which would or would be likely to be injurious or prejudicial to the goodwill of the System.

(2) Covenants Not to Compete.

(a) In order to protect the goodwill and distinctive qualities of the System and the confidentiality and value of Confidential Information, and in consideration for the disclosure to Covenantor of Confidential Information, Covenantor further agrees and covenants that, during the time Covenantor is employed by Franchisee, or is an officer, director, partner, member, manager or owner of Franchisee, Covenantor shall not:

(i) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Yummi Kiosks using the System to any kiosk or similar establishment featuring Pan-Asian Food as primary menu items (a, "Competitive Yummi Kiosk").

(ii) Directly or indirectly, for Covenantor or through, on behalf of or in conjunction with any person, partnership or corporation, or other entity, without the prior written consent of Franchisor, own, maintain, develop, operate, engage in, or have any interest in, advise, help or make loans to any Competitive Yummi Kiosk.

(b) In further consideration for the disclosure to Covenantor of Confidential Information and to protect the uniqueness of the System, Covenantor agrees and covenants for two (2) years following the termination of his or her employment or relationship by Franchisee (or Covenantor or, in the event Covenantor is an Owner, 1 year following the date Covenantor ceases to satisfy the definition of "Owner"), Covenantor shall not:

(i) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Yummi Kiosks using the System to any Competitive Yummi Kiosk.

(ii) Directly or indirectly, for Covenantor or through, on behalf of or in conjunction with any person, partnership, corporation or other entity, without the prior written consent of Franchisor, own, maintain, develop, operate, engage in, of have any interest in, advise, help or make loans to any Competitive Yummi Kiosk located in the United States of America.

(3) Miscellaneous.

(a) Franchisee undertakes to use its best efforts to ensure that Covenantor acts as required by this Confidentiality Agreement and any Franchise Agreement.

(b) Covenantor agrees that in the event of a breach of this Confidentiality Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Confidentiality Agreement and shall be entitled, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Confidentiality Agreement and/or the Franchise Agreement, without the necessity of showing actual or threatened harm, and without being required to furnish a bond or other security.

(c) Covenantor and Franchisee, jointly and severally, agree to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Confidentiality Agreement.

(d) Any failure by Franchisor or Franchisee to object to or take action with respect to any breach of any provision of this Confidentiality Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

(e) Section 21.2 of the Franchise Agreement is hereby incorporated by reference, mutadis mutandis. Subject to Section 21.2 of the Franchise Agreement and except as expressly set forth below, Covenantor irrevocably (i) submits himself/herself to the jurisdiction of the State Courts of Texas, located in Dallas County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division; (ii) waives all questions of personal jurisdiction for the purpose of effectuating this provision; (iii) agrees that service of process may be made upon any of them in any proceeding relating to, or arising out of, this Franchise Agreement (including the relationship contemplated by this Franchise Agreement) by any means allowed by Texas or federal law; and (iv) agrees that venue for any proceeding relating to, or arising out of, this Franchise Agreement shall be in Dallas County, Texas; provided Franchisor or Franchisee may bring an action for injunctive or other extraordinary relief in any state or federal court that has jurisdiction. With respect to all claims, controversies, disputes and/or actions, this Confidentiality Agreement shall be interpreted and construed under Texas law (without regard to Texas choice of law rules).

(f) The Parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality Agreement. If all or any portion of a covenant in this Confidentiality Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor or Franchisee is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part of this Confidentiality Agreement.

(g) This Confidentiality Agreement, and the Franchise Agreement it is attached to, contain the entire agreement of the Parties regarding the subject matter hereof. This Confidentiality Agreement may be modified only by a duly authorized writing executed by all Parties.

(h) Any and all notices, reports and payments permitted or required to be delivered by the provisions of this Confidentiality Agreement shall be (i) personally delivered, (ii) delivered by overnight delivery service, (iii) delivered by certified/registered mail, return receipt requested, or (iv) delivered by email, electronic delivery, prepaid telex, or facsimile, provided sender confirms any delivery under this clause (iv) by sending a confirmation copy by overnight delivery service or certified/registered mail, return receipt requested, within one (1) business day after transmission thereof to the respective Parties at the addresses listed below. So long as any notice is prepared, addressed, and delivered in accordance with this subparagraph (h), then any such notice shall be deemed to have been received (i) at the time of personal delivery, (ii) at the time of transmission in the case of email, electronic delivery, facsimile or telex, provided confirmation is sent as described above, (iii) on the next business day in the case of overnight delivery service, or (iv) within three (3) business days after mailing in the case of registered or certified mail. At Party may change their notice information below by delivery of written notice to the other Parties in accordance with this subparagraph (h) with new notice information. Franchisor may elect (in its sole discretion) to deliver copies of any notices to Franchisee and Covenantor under this Confidentiality Agreement to their respective lender(s), landlord(s), and other similar parties.

Notices to Franchisor:

GBC Food Services, LLC

14043 Distribution Way Farmers Branch, TX, 75234 Attention: Katie Aung

Email: katieaung@yummisushi.net

with a copy to:
Steven R. Block
Blank Rome LLP
200 Crescent Court, Suite 1000
Dallas, TX 75201
Email: steve.block@blankrome.com

Notices to Franchisee and Covenantor:

Attn: _____
Address: _____
EMAIL: _____

(i) The rights and remedies of Franchisor under this Confidentiality Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of Franchisee and the Covenantor hereunder are personal in nature and may not be assigned by Franchisee or Covenantor, as applicable, without the prior written consent of Franchisor.

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement to be effective as of the Effective Date.

Franchisor:

GBC Food Services, LLC

By:

Name:

Title:

Franchisee:

[Entity Name, if applicable]

By:

Name:

Title:

Covenantor:

By:

Name:

Title:

ATTACHMENT C TO FRANCHISE AGREEMENT

OWNERS, MANAGING OWNER AND OPERATING PARTNER

Managing Owner:

Operating Partner:

Owners

Percentage of Ownership

ATTACHMENT D TO FRANCHISE AGREEMENT

PRE-AUTHORIZED BANK TRANSFER (DIRECT DEBITS)

Name of Person or Legal Entity: _____

ID Number (if applicable): _____

Account Name: _____

Address: _____

The undersigned depositor ("Depositor") hereby authorizes GBC FOOD SERVICES, LLC. ("COMPANY") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("Depository") and to debit such account pursuant to COMPANY'S instructions for any and all amounts due to COMPANY. The Depositor understands that all amounts debited from the account below will be credited to COMPANY'S account. IN LIEU OF COMPLETING THE INFORMATION REQUIRED ON THE FOLLOWING FOUR LINES, FRANCHISEE MAY ATTACH A CANCELLED OR VOIDED CHECK HERETO.

Depository

Branch

City

State

Zip Code

Telephone Number of Bank

Contact Person at Bank

Bank Transit/ABA Number

Account Number

[Remainder of page intentionally left blank.]

This authority is to remain in full force and effect until Depository has received joint written notification from COMPANY and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository may terminate this authority by providing COMPANY and Depositor with thirty (30) days' prior written notice. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor

By: _____

Title: _____

Date: _____

Depository

By: _____

Title: _____

Date: _____

ATTACHMENT E TO FRANCHISE AGREEMENT

RIGHT OF FIRST REFUSAL

Capitalized terms used in this Right of First Refusal shall have the meanings ascribed to such terms in the Franchise Agreement unless otherwise defined herein.

(1) In the event Franchisee receives (or delivers) an acceptable bona fide offer from a third party related to a proposed sale of the Franchised Yummi Kiosk (or any portion thereof or interest therein), then Franchisee shall give Franchisor written notice setting forth the name and address of the prospective purchaser, the price and terms of the offer together with a franchise application completed by the prospective purchaser, a copy of the proposed purchase and sale agreement, and all exhibits, copies of any real estate purchase agreement or agreements, proposed security agreements and related promissory notes, assignment documents, title insurance commitment and any other information that Franchisor may request in order to evaluate the offer.

(2) Franchisor shall then have the right of first refusal to purchase Franchisee's interest covered by such offer at the price and upon the same terms of the offer. Franchisor shall have thirty (30) calendar days after receipt of Franchisee's notice of offer and the furnishing of all reasonably requested information within which to notify Franchisee in writing of its intent to accept or reject the offer. Silence on the part of Franchisor shall constitute rejection. Franchisee may not rely upon any notice from Franchisor of its intention to accept or reject the offer nor shall such notice be effective unless such notice is in writing and signed by an officer of Franchisor. In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the Parties cannot agree within a reasonable time on the reasonable equivalent in cash of the non-cash part of the offer, an independent appraiser shall be designated by Franchisor to determine such amount, and his determination shall be binding.

(3) If the proposed sale includes assets of Franchisee not related to the Franchised Yummi Kiosk, then Franchisor may, at its option, elect to purchase only the assets related to the Franchised Yummi Kiosk and an equitable purchase price shall be allocated to each asset included in the proposed sale.

(4) If (in addition to the Franchised Yummi Kiosk) the proposed sale includes (i) other Franchised Yummi Kiosk(s) operated by Franchisee (or affiliates of Franchisee) and/or (ii) Franchisor-franchised kiosks other than Yummi Kiosks (the "Non-Yummi Kiosks"), then Franchisor may, at its option, elect to purchase: (i) only the Franchised Yummi Kiosk; (ii) only the other Franchised Yummi Kiosk(s) operated by Franchisee (or affiliates of Franchisee or); (iii) only the Non-Yummi Kiosks; or (iv) any combination of kiosks set forth in clauses (i)-(iii) whether on an individual kiosk basis or on an aggregate basis; and an equitable purchase price shall be allocated to each kiosk.

(5) To the extent any franchise agreements or other agreements relating to the Non- Yummi Kiosks may be inconsistent with, or conflict with the terms of the right of first refusal contained herein, the terms of this right of first refusal shall control. This right of first refusal shall apply to any transfer, conveyance, assignment, consolidation, merger, change of ownership or any other transaction in which legal or beneficial ownership of the franchise granted in a franchise agreement is vested in an individual or entity other than Franchisee; provided, however, it shall not apply if Franchisee consists of more than one person and the transfer or assignment is from one partner to another, both of whom are signatories to this Franchise Agreement, so long as (i) the Managing Owner continues to satisfy the requirements set forth in this Franchise Agreement, and (ii) Franchisor is given written notice thereof prior to such transfer.

(6) The election by Franchisor not to exercise its right of first refusal as to any offer shall not affect its right of first refusal as to any subsequent offer.

(7) Any sale, attempted sale, assignment or other transfer of the rights pursuant to the Franchise Agreement which is effected without first giving Franchisor the right of first refusal described above shall be void and of no force and effect.

(8) If Franchisor does not accept the offer referenced herein, then Franchisee may conclude the sale to the purchaser who made the offer provided Franchisor's consent to the assignment be first obtained, which consent will not be unreasonably withheld upon compliance with the conditions imposed by Franchisor on the assignment including the conditions set forth in Article 13.

(9) In addition, Franchisee agrees that, prior to acquiring any other Yummi Kiosk franchise which may be offered to it for sale or which it may offer to purchase, such franchise will first be offered to Franchisor on the same terms, conditions and price.

* * * * *

ATTACHMENT F TO FRANCHISE AGREEMENT

REQUIREMENTS FOR LOCAL ADVERTISING

1. Franchisee must obtain prior approval from Franchisor on all advertising materials to be used in the Local Advertising Program before production (including all in-store and external marketing pieces).
2. All advertising materials used in the local advertising must fall into the categories listed below.
 - (a) Advertising Materials for Use Inside Franchised Yummi Kiosk. Franchisor-approved advertising materials for use inside the Franchised Yummi Kiosk (e.g., food photography, table tents, rolodex table stands, menu inserts, drink coasters, chalkboards, banners, danglers, stickers, posters, promotional t-shirts and special promotional in-store bounceback certificates).
 - (b) Advertising Materials for Use Outside Franchised Yummi Kiosk. Franchisor-approved advertising materials for use outside the Franchised Yummi Kiosk (e.g., advertising on television, radio, and cinema including talent and residual costs, direct mail pieces, free-standing insert ads, newspaper or magazine ads, internet ads, bumper stickers, flyers, banners, door hangers, magnets, advertising on billboards and advertising on subway, mall, airport and telephone kiosks).
 - (c) Public Relations or Promotional Events. Franchisor-approved public relations materials, events or sponsorships (e.g., media press releases, media kits, talent for in-store promotional events such as face painting, clowns, etc., promotional giveaways items such as pens, pins, t-shirts, etc.).
 - (d) Co-Operative Advertising Agreements. Franchisor-approved cooperative advertising efforts (e.g., advertising which may be required under the lease agreement for the Franchised Yummi Kiosk).

ATTACHMENT G TO FRANCHISE AGREEMENT

GUARANTY OF FRANCHISE AGREEMENT (“GUARANTY”)

The undersigned (“Guarantor”), for the purpose of inducing GBC Food Services, LLC, a Texas limited liability company (“Franchisor”), to enter into that certain Franchise Agreement dated _____ (as amended, restated, supplemented or otherwise modified from time to time, and including all Attachments thereto, the “Franchise Agreement”) with _____, a _____ (“Franchisee”), hereby agrees to be individually bound (and if multiple guarantors, jointly and severally bound) by all the terms and conditions of the Agreement and unconditionally and irrevocably guarantee to Franchisor and its successors and assigns that all of Franchisee’s obligations under the Franchise Agreement will be punctually paid and performed.

Upon written demand from Franchisor after a default by Franchisee under the Franchise Agreement, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement. Without affecting the obligations of the Guarantor under this Guaranty, Franchisor may, without notice to Guarantor, increase, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor hereby waives all demands and notices of every kind with respect to this Guaranty and the Franchise Agreement, including, without limitation, notice of: the amendment or modification of the Franchise Agreement, the demand for payment or performance by Franchisee or Franchisor, any default by Franchisee or any guarantor, and any release of any other guarantor or other security for the Franchise Agreement or the obligations of Franchisee.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

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

IN WITNESS WHEREOF, the undersigned has executed this Guaranty to be effective as of the Effective Date of the Franchise Agreement.

Acknowledged and Agreed by Guarantor:

Name: _____
(Signed as an Individual)

Date: _____

EXHIBIT B to FRANCHISE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS

California – Northwest Registered Agent, LLC
2108 N St., Suite N
Sacramento, CA 95816

Colorado – Northwest Registered Agent LLC
1942 Broadway St. STE 314C
Boulder, CO 80302

Delaware – Northwest Registered Agent Service, Inc.
8 The Green
Suite B
Dover, DE 19901

Florida – Northwest Registered Agent LLC
7901 4th St. N.
Suite 300
St. Petersburg, FL 33702

Idaho – Northwest Registered Agent LLC
784 S Clearwater Loop STE B
Post Falls, ID 83854

Illinois – Northwest Registered Agent Services
2501 Chatham Road, Ste N
Springfield, IL 62704

Kentucky – Northwest Registered Agent LLC
212 N. 2nd St.
Suite 100
Richmond, KY 404475

Louisiana – Northwest Registered Agent LLC
201 Rue Beauregard
Suite 202
Lafayette, LA 70508

Massachusetts – Northwest Registered Agent Service, Inc.
82 Wendell Avenue
Suite 100
Pittsfield, MA 01201

Maryland – Northwest Registered Agent Service, Inc.
5000 Thayer Center STE C
Oakland, MD 21550

Mississippi – Northwest Registered Agent, Inc.
270 Trace Colony Park, Ste B
Ridgeland, MS 39157

Montana – Northwest Registered Agent LLC
1001 S. Main Street
Suite 600
Kalispell, MT 59901

New Jersey - Northwest Registered Agent LLC
Five Greentree Centre Ste 104
525 Route 73 North
Marlton, NJ 08053

Ohio – Northwest Registered Agent Service, Inc.
6545 Market Avenue North
Suite 100
North Canton, OH 44721

Oklahoma – Northwest Registered Agent, LLC
9905 S. Pennsylvania Ave. Ste A
Oklahoma City, OK 73159

Oregon – Northwest Registered Agent LLC
2355 State St.
Suite 101
Salem, OR 97301

Pennsylvania – Northwest Registered Agent, LLC
502 W. 7th St.
Suite 100
Erie, PA 16502

Rhode Island – Northwest Registered Agent LLC
47 Wood Ave., Suite 2
Barrington, RI 02806

Tennessee – Northwest Registered Agent Inc.
116 Agnes Rd., Ste 200
Knoxville, TN 37919

Texas – Katie Aung
14043 Distribution Way
Farmers Branch, TX 75234

Washington – Northwest Registered Agent, LLC
522 W. Riverside Ave.
Suite N
Spokane, WA 99201

Wyoming – Northwest Registered Agent Service, Inc.
30 N Gould Street
Suite N
Sheridan, WY 82801

EXHIBIT C to FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[Attachments follow]

EXHIBIT D to FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS AND STATE EFFECTIVE DATES

State Administrators

CALIFORNIA Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866)-275-2677	NEW YORK New York State Department of Law Bureau of Investor Protection and Securities 28 Liberty Street New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Blvd., 5 th Floor Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Franchise Section Indiana Securities Division Secretary of State 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20 th Floor Baltimore, MD 21202 (410) 576-6360	VIRGINIA State Corporation Commission Department of Securities and Retail Franchising 1300 E. Main St., 9 th Floor Richmond, VA 23219 (804) 371-9051

MICHIGAN Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 (517) 335-7567	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Market Assurance Division 85 7 th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	WISCONSIN Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below. If Franchisor has used a different Franchise Disclosure Document than this version, then “Separate FDD” is noted.

Franchise Registration States

State	Effective Date (All With Separate FDDs)
1. California	Pending
2. Hawaii	
3. Illinois	Pending
4. Indiana	
5. Maryland	Pending
6. Michigan	
7. Minnesota	
8. New York	
9. North Dakota	
10. Rhode Island	
11. Virginia	
12. Washington	Pending
13. Wisconsin	

Franchise Notice-Filing States

State	Effective Date (All Without Separate FDDs)
1. Connecticut	
2. Florida	

3. Kentucky	
4. Nebraska	
5. South Dakota	
6. Texas	
7. Utah	

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

EXHIBIT E to FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

The names of all current franchisees, and the address and telephone number and address of each of their outlets are listed below. Certain franchisees listed below may own more than one outlet.

#	Owner	Phone	Address	City	State	Zip
1	AALUNG BAWI	(317) 792-2433	331 NE 52ND ST	SEATTLE	WA	98105
2	AHCHANG MABU	(817) 849-0511	11721 S FIR AVE	JENKS	OK	74037
3	AUNG MIN TUN	(972) 277-7754	7913 N Harwood Rd, Apt 53D	North Richland Hills	TX	76180
4	AUNG TAY ZA	(206) 693-1196	16747 3RD AVE NE 1	SHORELINE	WA	98155
5	AYAR TUN LLC	(214) 507-2770	7704 QUEENS GARDEN DR	DALLAS	TX	75248
6	BAN ZA BEN THIHLUM	(432) 260-4460	1900 SAINT SIMONS ST	SAVANNAH	TX	76227
7	BAWI BIK	(214)407-0522	1595 S OLD ORCHARD LN 1623	LEWISVILLE	TX	75067
8	BAWI SUSHI LLC	(317)332-5357	23 CALUMET ST APT 2	REVERE	MA	02151
9	BAWI TLING	(206) 460-8355	21316 120TH PL SE	KENT	WA	98031
10	BAWI TLUNG LLC	(214) 434-7133	2306 ARROWCREST CT	GARLAND	TX	75044
11	Bawi Uk	(317) 225-8012	703 Aventura Dr	Mount Juliet	TN	37122
12	BAYAN SHRESTHA	(857) 415-7510	35 Thayer St	BELMONT	MA	02478
13	BIAK CIN THANG	(903) 819-5376	11711 W RED CLOVER ST	STAR	ID	83669
14	BIAK HLEI SANG	(469) 771-8853	1655 Peacock CT	LEWISVILLE	TX	75077
15	BO HLWAN	(929) 364-7888	3820 FAIRFIELD AVE UNIT 94	SHREVEPORT	LA	71104
16	BRANG AUNG	(214) 583-7962	11 GLEN CROSSING RD	EDGECLIFF VILLAGE	TX	76134
17	BRANG AWNG LAMA	(225) 916-3035	9833 Buttercup Dr	BATON ROUGE	LA	70809
18	BRANG MAI SANA	904-304-7947	5030 MAGNOLIA VALLEY DR	JACKSONVILLE	FL	32210
19	BYA TA	865-208-5958	8407 CREEK VALLEY LN	KNOXVILLE	TN	37931
20	CER DIN PAR	(903) 819-7030	1662 BELLTOWER DR	LEWISVILLE	TX	75067
21	CEU LIAN SANG	(214) 486-9978	3430 BURNING TREE LN	GARLAND	TX	75042
22	CEU THA BIK	(206) 683-2762	2641 S 150TH ST	SEATAC	WA	98188
23	CHAN THAWNG	(214) 486-0783	602 SHADWELL DR	GARLAND	TX	75041

24	CING KHWAM LUN	(210) 992-7237	4006 BUCKNELL DR	GARLAND	TX	75042
25	CUNG UK	(208) 713-5895	390 W HALE ST APT 202	BOISE	ID	83706
26	CUNG UK THAWNG	(417) 210-5037	9805 AVONDALE RD NE APT 326	REDMOND	WA	98052
27	DAAI SUAN KHAI	(503) 805-3980	2623 SE 160TH AVE	PORTLAND	OR	97236
28	DAL SAWM PIANG	(405) 760-9066	307 Kelsay Dr	KINGSTON	TN	37763
29	DAN MAI NAWANG	904-803-1030	721 DORY DRIVE	GRETN	LA	70056
30	DANIEL DUH CEU	(206) 331-9406	3418 S 146TH ST APT 2	TUKWILA	WA	98168
31	DAWT THA IANG LLC	(206) 841-4972	2641 S 150TH ST	SEATAC	WA	98188
32	DEE RAM	206-687-8122	4141 CHATEAU BLVD APT D	KENNER	LA	70065
33	DEN LIAN SANG	515-350-8015	1144 17TH ST	DES MOINES	IA	50314
34	DG&J INC	(206) 747-9714	13827 67TH AVE E	PUYALLUP	WA	98373
35	DI MYOS LLC	(929) 421-9901	194 CRAWFORD ST	LOWELL	MA	01854
36	DOH GAY	(208) 841-4570	5783 S GUITAR WAY	BOISE	ID	83709
37	DU BIK CUNG	(318) 538-9695	1701 MCKEEN PL APT 46	MONROE	LA	71201
38	EBENEZAR LIAN	(206) 476-6009	23326 105TH AVE SE	KENT	WA	98031
39	FAM SUI	(206) 465-7471	14708 SE 278TH PL	KENT	WA	98042
40	FEE BE	(303) 901-9932	1305 PONDEROSA AVE APT 3	MCCALL	ID	83638
41	FUNG THAN HRE	319-212-4451	553 BUFFALO TRAIL CIR	INDIANAPOLIS	IN	46227
42	H Kazoku LLC	(972)693-0841	3404 FRANCIS DR	WYLIE	TX	75098
43	HAU PI	(214)546-2856	2217 WALNUT GROVE LN	GARLAND	TX	75044
44	HAWNG LAM	(423) 414-5680	2999 SMITH SPRINGS RD 88E	NASHVILLE	TN	37017
45	HKUNG SENG MARAN	(505) 702-5293	11888 OLD HAMMOND HWY	BATON ROUGE	LA	70816
46	HLAWN TIAL	(806) 223-5708	540 IRONDALE RD APT 2	PORT HADLOCK	WA	98339
47	HLU MANA	(253)487-9910	10521 SE 216TH ST	KENT	WA	98031
48	HMUN CUNG NAWL	(469) 671-4531	2120 S HUDSON AVE APT B106	BOISE	ID	83709
49	HNIANG PAR BIK	(425) 233-0916	10538 SE 235TH ST	KENT	WA	98031
50	HNIAR HLEM	(214) 861-6323	405 Arbor Springs Dr	LAFAYETTE	LA	70506
51	HGRAM BIK LIANTHANG	(469) 434-9859	107 ASHFORD DR APT 531	WEST MONROE	LA	71291

52	HRAM CEU	(832) 385-0532	1003 WEST VILLAS CT	LEWISVILLE	TX	75067
53	HRANG CUNG	(469) 867-8390	4605 CONCORD DR	GARLAND	TX	75042
54	HRANG CUNG CEN HRANG	(972) 537-6609	1464 SAINT GALLEN LN	LEWISVILLE	TX	75067
55	IANGTIAL LUAI	(214) 493-0374	11 FOX RUN APT 1	MARSHFIELD	MA	02050
56	ICONIC WISDOM LLC	929-462-7720	12860 HERITAGE APT 201	PLYMOUTH	MI	48170
57	J LEON INC	(469) 499-6937	327 PINYON LN	COPPELL	TX	75019
58	JA TAWNG	501-421-9386	3912 S I 10 SERVICE RD W APT 137	METAIRIE	LA	70001
59	JAMES HAULAM PAU	(269) 578-6480	1845 Rockford ln	Lancaster	PA	17601
60	JAMES LIAN	270-779-0339	617 BIG LEAF AVE	BOWLING GREEN	KY	42104
61	JAR JAR	(817) 507-8050	70 LUCAS LN	FORT WORTH	TX	76134
62	JAR KHON	(904) 440-8253	917 Teakwood rd	KNOXVILLE	TN	37919
63	JESSIE TIAL BAWI CHIN	(214) 650-3712	6750 S Red SHINE WAY	BOISE	ID	83709
64	JOHAN THAWNG ZUNG	(206) 698-0411	11838 SE 263RD CT	KENT	WA	98030
65	JOHN BIK THANG	(206) 201-4506	11215 SE 267TH PL	KENT	WA	98030
66	JOHN DAVID	(317) 617-7755	14409 Triskett rd apt#202	CLEVELAND	OH	44111
67	JOSEPH CUNG	(469) 531-4662	2714 SEQUOIA LN	WYLIE	TX	75098
68	KAP LUAI	(518) 221-6829	35948 HAVEN DR UNIT 204	REHOBOTH BEACH	DE	19971
69	KAWL RAM MAWIA	(865) 548-7265	845 ANNIVERSARY LN	KNOXVILLE	TN	37914
70	KAWMU HTOO	(208) 605-9059	445 S MAPLE GROVE RD APT 11	BOISE	ID	83709
71	KHAM CUNG LIAN	(972) 746-0981	2064 KENNY COURT	LEWISVILLE	TX	75067
72	Kham Family LLC	(267) 504-7917	116 MACKENZIE AVE	PROSPECTS PARK	PA	19076
73	KHUA KULH	(206) 432-2876	9704 S 248th Street	KENT	WA	98030
74	KHUN SAW MANA	(253) 487-9911	10521 SE 216TH ST	KENT	WA	98031
75	Kyaw Ka	(267) 303-2027	2615 S Fairhill street	Philadelphia	PA	19148
76	KYAW NYUNT	(931) 510-8580	105 PROFFITT ST	COOKEVILLE	TN	38501
77	LA RING NTWAP	(817) 448-7440	2308 EDISTO BEACH DR	FORT WORTH	TX	76108
78	LAL HRIN MANG	720-347-1548	3003 VALMONT RD LOT 161	BOULDER	CO	80301
79	LAL NUN TLUANGI	(865)455-5095	4002 WHITE CHAPEL LN	KNOXVILLE	TN	37914
80	LAL RO	(469) 445-7789	2102 BIENVILLE DR	MONROE	LA	71201

81	LIAN HRAM	(214) 861-9910	405 Arbor Springs Dr	LAFAYETTE	LA	70506
82	LIAN LAM THANG	(503) 847-0089	2050 SE 171ST AVE	PORTLAND	OR	97233
83	LIAN LIAN	(214) 694-0135	10051 W SMOKE RANCH DR APT 107	BOISE	ID	83709
84	LIAN PU	(856)473-8852	308 AVA AVE	SOMERDALE	NJ	08083
85	LIAN SANG	(214) 429-6223	2107 HAMPTON CT	CARROLLTON	TX	75006
86	LIAN TIN THONG	(214) 745-9039	4317 Justice Ln	GARLAND	TX	75042
87	LINGSUSHI INC	(216) 533-8735	1572 E 33RD ST	CLEVELAND	OH	44114
88	MA MOE	(832) 623-0767	4900 LISA ST 24	ALEXANDRIA	LA	71302
89	MANG BIAK CIN	(508) 410-7036	10457 ALMANAC LANE	KNOXVILLE	TN	37932
90	MANG KHAN MUNG	206-495-5188	500 SUMMIT AVE N	KENT	WA	98030
91	MANG LING	(214) 586-7008	1729 MILLWICK ST	GARLAND	TX	75044
92	MANOJ SAPKOTA	(617) 642-7613	5 CRYSTAL ST	MELROSE	MA	02176
93	MAWI TEI	(865) 621-3322	4008 WHITE CHAPEL LN	KNOXVILLE	TN	37914
94	MAY PHO THAN	(585) 957-5254	1333 MERCHANT PL	LEWISVILLE	TX	75067
95	MEI YA SUSHI LLC	(425) 638-3138	4030 140TH AVE SE	BELLEVUE	WA	98006
96	MI CHAN HTAW	(234) 400-9944	9969 DARROW PARK DR 110E	TWINSBURG	OH	44087
97	MICHAEL THANG HAUPI	(469)407-7668	398 WISTERIA LN	HALTOM CITY	TX	76137
98	MIN KHANT	(620) 287-9125	1316 WANDE AVE	SEASIDE	CA	93955
99	MIN SATT NAING	(443) 868-4579	1915 Lincoln Ave	BALTIMORE	MD	21227
100	MOON AUNG	(206) 371-3292	26031 72ND NW APT C114	STANDWOOD	WA	98292
101	MUNG PAWN TU SANA	314-473-7031	3928 S I 10 SERVICE ROAD W APT 109	METAIRIE	LA	70001
102	MYAT MYAT HTWE	(206) 294-9971	16747 3RD AVE NE 1	SHORELINE	WA	98155
103	NANG HKAM	(253) 553-6817	26031 72nd Ave NW APT#C114	STANDWOOD	WA	98292
104	NANG LAM MANG	(814) 636-3966	101 LOCUST LN	OAK RIDGE	TN	37830
105	NGUN CEU MANG	(317) 772-4745	10457 Almanac Ln	KNOXVILLE	TN	37932
106	NGUN CUNG	(214) 607-3193	1722 GLENCAIRN LN	LEWISVILLE	TX	75067
107	NGUN HLEI	(682) 230-5338	5424 SONOMA DR	KELLER	TX	76244
108	NGUN KAM	(214) 874-5747	2913 BLUE RIDGE LN	GARLAND	TX	75042
109	NGUN LIAN THANG	(214)713-4491	4009 BUCKNELL DR	GARLAND	TX	75042

110	NGUN NEITH THANG	(318) 614-2588	1107 MOSS HILL DR	RUSTON	LA	71270
111	NGUN THA CHIN	(317) 946-5569	10457 Almanac Ln	KNOXVILLE	TN	37932
112	NGUN THA IANG	(317) 531-3886	156 N Illinois Ave Apt B	OAK RIDGE	TN	37830
113	NGUN THA LUAI	(469) 449-1615	5911 RICHMOND ROAD APT 24205	TEXARKANA	TX	75503
114	NGUN TIN ZI	(417) 619-2940	9805 Avondale Rd Apt326	REDMOND	WA	98052
115	NGUN ZA HMUNG	(469) 672-7511	4101 HILLSDALE LN	GARLAND	TX	75042
116	NI AND IANG SUSHI	(469) 920-9513	4310 SWEETBRIAR DR	GARLAND	TX	75042
117	NI HLEI DIM	(214) 412-5505	2080 SAILMAKER CT	LEWISVILLE	TX	75067
118	NI THLUAI CHIN	(253) 326-7528	10918 SE 211TH PL APT 807	KENT	WA	98031
119	NIANG DIM LUN	(904) 397-1370	5610 FARGO DR N	JACKSONVILLE	FL	32207
120	NUAM SAN CING	(865) 237-1153	815 ANNIVERSARY LN	KNOXVILLE	TN	37914
121	NWEH NWEH AYE	(817) 602-4855	312 PEMBROKE WOODS DR	PEMBROKE	MA	02359
122	PAR TIN IANG	(214) 863-9753	414 BELL DOWNS DR	LAFAYETTE	LA	70506
123	Par Tin Sung	(214) 875-0323	1212 Beuhler Ct	Lewisville	Tx	75067
124	PHIAR THANG	(469) 612-1974	3838 Burning Ln	GARLAND	TX	75042
125	PHOENIX CHEN SUSHI INC	(216) 777-0060	1584E 32ND ST	CLEVELAND	OH	44114
126	PHUN CEU	(972) 829-1889	6750 S RED SHINE WAY	BOISE	ID	83709
127	PHUN THANG	(972) 537-6933	4510 IRONTON AVE 12113	LUBBOCK	TX	79407
128	PRESILDA SERINAS ZIRTZLAFF FUKUCHI	(304) 604-3772	109 PECAN VALLEY DR	BULLARD	TX	75757
129	REBECCA JA MYET	(682) 401-3624	1714 SHADY CREEK DR	LEWISVILLE	TX	75067
130	RED SUSHI LLC	(512) 774-0047	9413 SOUTHWICK DR	AUSTIN	TX	78724
131	ROLY IANG	(317) 833-3075	20 MEADOW VUE COURT NORTH DR	INDIANAPOLIS	IN	46227
132	ROZA NGUN TIN REM	(206) 683-3311	10605 SE 261ST PL UNIT D201	KENT	WA	98030
133	RYAN LEVAN	(732) 735-9719	4529 ROSEMARIE DR	BENSALEM	PA	19020
134	SAMUEL NC SUSHI	(214) 315-0265	4632 SPRING MIST COVE 2322	KELLER	TX	76244

135	SANG CUNG NUNG	(317) 229-5153	25216 110TH AVE SE Z102	KENT	WA	98030
136	SANG HU LIAN	(469) 260-7585	2130 COUNTRY CLUB RD APT 615	LAKE CHARLES	LA	70605
137	SANG LIAN MAWI	(637) 229-4903	4606 HANOVERE DR	GARLAND	TX	75042
138	SANG LIAN SAWM	(971) 353-3124	16116 SE MILL ST	PORTLAND	OR	97233
139	Sang Nawl	(214) 715-4578	9827 AUDELIA RD APT 1028	DALLAS	TX	75238
140	SAW KO	(505) 702-5293	4102 JUSTICE LN	GARLAND	TX	75042
141	SAWPHONE SEIN	(410) 610-7276	2810 NE 137TH	SEATTLE	WA	98125
142	SEIN SEIN MOE	(484) 574-6399	223 BLACKHAWK CT	MEDIA	PA	19063
143	SENG JAR	(682) 556-9078	400 SW GORDON ST APT 121	BURLESON	TX	76028
144	SENG RAW HPAUYAM	(904) 631-1458	3902 GUMWOOD DR W	JACKSONVILLE	FL	32277
145	SIANG BIK	(469) 767-7427	1837 MEYERWOOD LN	FLOWER MOUND	TX	75028
146	SIANG MANG LIAN	(317) 661-0110	300 CUNNINGHAM LN	CLARKSVILLE	TN	37042
147	SIANG TIN MANG	(206)972-1535	9414 S 224TH ST	KENT	WA	98031
148	SIANG ZI SUNG	(317) 800-4520	147 DAVEN DR	HOPKINVILLE	KY	42240
149	SILVERY TREE CORPORATION	(425) 949-9061	17813 80TH AVE NE UNIT D1	KENMORE	WA	98028
150	SING LEN	(856) 534-8932	319 Linden Ave Woodlynne	Woodlynne	NJ	08107
151	SMILE SUSHI LLC	(512) 300-3720	2206 WILMA RUDOLPH RD	AUSTIN	TX	78747
152	SOLOMON DAM	(206)766-0707	12473 SE 299TH PL	AUBURN	WA	98092
153	SOLOMON KAM CIN PUM	(817) 818-7229	17 SPRING GARDEN DR	FORT WORTH	TX	76134
154	SUAN THAWN MUNG	(615) 830-2389	510 SAINT FRANCIS AVE	SMYRNA	TN	37167
155	SUI LIAN	(469) 360-2148	1717 SHILOH RD 259	TYLER	TX	75703
156	SUI LIAN UK	(317) 665-2866	1024 PRINCE DR	HARVEY	LA	70058
157	SUI TIN TIAL	(253) 486-8678	17241 SE 267th Pl	COVINGTON	WA	98042
158	SUI TLEM	(206) 251-2684	1253 DUTCH PEAK	LEBANON	TN	37090
159	SUI ZA HRE	(615) 749-7650	1328 ZAMORA LN	KNOXVILLE	TN	37912
160	SUMAI CORPORATION	(617) 606-2656	33 THAYER ST	BELMONT	MA	02478
161	TANG SENG LA GAWNG	(317) 640-6827	3723 LOCUSTWOOD WAY	KNOXVILLE	TN	37921
162	TAWK CUNG NUNG	(903) 771-6989	4005 CROWN ST	SHERMAN	TX	75092

163	THAN NA SOE	267-266-2532	706 W RITNER ST	PHILADELPHIA	PA	19148
164	THANG LAWH MANG	(206) 779-1148	603 SW 142ND ST	BURIEN	WA	98166
165	THANG LIAN KHAI	(615)484-0756	2164 CAREFREE LN	ANTIOCH	TN	37013
166	THANG LIAN MANG	(404) 731-8765	1480 HEDGEWOOD TRL	FORT WORTH	TX	76112
167	THANG SUAN KHAI	(386) 241-5513	15001 35TH AVE W APT 32-101	LYNNWOOD	WA	98087
168	THAWNG LIAN	(515)333-3254	9498 INDIAN HILLS DR	CLIVE	IA	50325
169	THAWNG LUN THANG	(517) 402-0900	303 COPPER ST APT 15	LINDALE	TX	75771
170	THAWNG THA LIAN	717-699-9676	1820 S CRAWFORD ST APT H12	MOUNT PLEASANT	MI	48858
171	THAWNG THA UK	469-647-8561	3990 VITRUVIAN WAY APT 634	ADDISON	TX	75001
172	THAWNG ZA LIAN	(615) 545-5884	503 CASTLEVIEW DR	LEBANON	TN	37087
173	THILE THILE	(210) 480-5365	14403 ALAMEDA RDG	SAN ANTONIO	TX	78230
174	THIN THIN LWIN	(781) 572-8820	25 FROST ST	FRAMINGHAM	MA	01701
175	THLA HLEI LIAN	(214) 584-9362	1800 W WASHINGTON ST APT 113	SHERMAN	TX	75092
176	THWE THWE HLAING	(859) 551-9703	40 LOCOMOTIVE LN	COLORA	MD	21917
177	TIAL PENG	(214) 500-7998	2793 CLUB RIDGE DR	LEWISVILLE	TX	75067
178	TIN ZEE	(206) 578-1924	14453 25TH AVE S	SEATAC	WA	98168
179	TISSHA CORNELIO VILLALUZ	504-290-7768	1255 PRIMROSE DR APT A1	BOUTTE	LA	70039
180	TLUANG ZA LIAN	(317) 983-9384	385 Polk Manor Dr	Greenwood	IN	46143
181	TUAN KIP THANG	(469) 657-1049	795 N VALLEY PARKWAY	Lewisville	TX	75077
182	TUAN KIP THANG	(469) 657-1049	795 N VALLEY PARKWAY	Lewisville	TX	75077
183	TUAN NEI ZING	(425) 209-8785	27719 148TH WAY SE	KENT	WA	98042
184	TUM CEU HNIN	(206)861-4748	11215 SE 267TH PL	KENT	WA	98030
185	TUN TUN WIN	(267) 333-2392	2615 S BEULAH ST	PHILADELPHIA	PA	19148
186	U MYINT WIN	(781) 572-0365	25 FROST ST	FRAMINGHAM	MA	01701
187	UK CUNG LIAN	(317) 652-9679	1520 WEBER DR	INDIANAPOLIS	IN	45227
188	VADI MARA	(214)598-7906	1830 ELDORADO DR	GARLAND	TX	75042
189	VAN CEU SANG	(317) 440-2401	832 Reda Rd	INDIANAPOLIS	IN	46227

190	VAN HLEI CUNG CINZAH	417-380-8959	316 N FOREST CREST DR	GARLAND	TX	75042
191	VAN HU	(206) 779-0874	750 Alvord Ave N	KENT	WA	98031
192	VAN KHAMH THANG	(206) 636-9887	14453 25TH AVE S	SEATAC	WA	98168
193	VAN MAWNG ZATHANG	(317) 435-6130	5424 ADRIAN ORCHARD DR	INDIANAPOLIS	IN	46217
194	VAN NAWL	(206) 539-7204	9623 S 248TH ST B9	KENT	WA	98030
195	VAN NEI LIAN	(317) 417-9564	6423 CANNA CT	INDIANAPOLIS	IN	46217
196	VAN NI LIAN	(317) 603-9898	298 S RIGGS SPRING AVE	MERIDIAN	ID	83642
197	VAN THA LIAN	(206) 551-6772	402 R ST NE	Auburn	WA	98002
198	VAN UK CUNG	(205) 447-4901	3819 RUSHCROFT DR	HOUSTON	TX	77082
199	WAI PHYO THEIN	(774) 993-8148	31 FISHER ST	WESTBOROUGH	MA	01581
200	WIN AUNG	(208) 353-1014	125 N 14TH E APT D	MOUNTAIN HOME	ID	83647
201	WIN NYUT	(501) 812-9640	318 HOLLAND ST APT B	LAKE CHARLES	LA	70605
202	WOK SAKE LLC	(718) 536-8404	91 EDGEWATER PL APT A3	EDGEWATER	NJ	07020
203	Yellow Star LLC	(206) 679-0639	2019 NE 15TH ST	RENTON	WA	98056
204	Yip Shing Yuen	(206) 753-7788	595 NEWPORT WAY NW APT A3	ISSAQUAH	WA	98027
205	YUWADI LWIN INC	(781) 540-1631	31 FISHER ST	WESTBOROUGH	MA	01581
206	ZA BIL	(945) 899-3771	3310 O HENRY DR	GARLAND	TX	75042
207	ZAATHANG BAWI LLC	(317) 495-5647	170 W CARRIAGE DR APT 101	CHAGRIN FALLS	OH	44022
208	ZAI SUNG	(281) 662-0290	812 FLEMING TRL	RICHARDSON	TX	75081
209	ZAMI RAM	(253) 391-2251	25829 113th Ave SE Apt E103	KENT	WA	98030
210	ZATHANG SUSHI STORE LLC	(903) 209-9615	3707 CHERRY HILLS DR	SHERMAN	TX	75090
211	ZAU SAN DOI	347-650-0134	4295 N GARLAND AVE APT 1305	GARLAND	TX	75040
212	ZAW AWNG WA GA	(985) 773-3906	942 LABARRE ST	MANDEVILLE	LA	70448
213	ZAW HTAY	(646) 299-0059	637 CHELTEN HILLS DR	ELKINS PARK	PA	19027
214	ZAW SHAN	(225) 205-5414	10642 STANLEY AUBIN LN APT A	BATON ROUGE	LA	70816
215	ZAW THUYA AUNG	(603) 892-0207	7419 BARCLAY RD	CHELTENHAM	PA	19012
216	ZAW WIN HLAING MAWNG	(865) 360-6967	7312 DEANE HILL DR NW	KNOXVILLE	TN	37919

217	ZHUOLIN YU	(216) 212-4743	1751 E 33RD ST	CLEVELAND	OH	44114
218	ZING THLUAI	(469) 268-4315	404 DUMAS CT	LEWISVILLE	TX	75067
219	ZU ZAN OO	318-990-3550	5511 LIMERIC CIRCLE APT 25	WILMINGTON	DE	19808

LIST OF CURRENT INDEPENDENT CONTRACTORS

The names of all current independent contractors, and the address and telephone number and address of each of their outlets are listed below. Certain independent contractors listed below may own more than one outlet.

#	Owner	Phone	Address	City	State	Zip
1	Amanda Ping Zhu	(909) 588-8777	6 Mandrake Way	Irvine	CA	92612
2	AMC Sushi Inc	(972) 786-5157	5902 LAS VIRGENES RD 535	CALABASAS	CA	91302
3	AYE MAUNG	(408) 637-3786	18410 KESWICK ST UNIT 1	RESEDA	CA	91335
4	BAWI LIAN THANG	(773) 620-0748	947 GARDEN LN	WHEELING	IL	60090
5	BOKAEW KHAING	(716)948-0811	23362 CAMINITO TELMO	LAGUNA HILLS	CA	92653
6	Ceu Cung Lian	(214) 469-6312	6032 Elysian rd unit 201	Billings	MT	59101
7	CHARLES DIM AWNG	(818)266 3733	14756 DELANO ST UNIT 8	VAN NUYS	CA	91411
8	CHO WIN THEIN	(510) 932-5640	1131 OAK POINT DR	BAY POINT	CA	94565
9	CUNG AWR SANG	(317) 435-6130	450 WEST CENTRAL AVE APT 401	TRACY	CA	95376
10	ESTHER THWE	(224) 808-6647	947 GARDEN LN	WHEELING	IL	60090
11	HAPPY PARTY SUSHI LLC	(626) 488-5188	1441 S PASO REAL AVE	ROWLAND HTS	CA	91748
12	HXB INC	(626) 230-6337	3647 DRY CREEK LN	OXNARD	CA	93036
13	JA SENG MAI	(626) 632-1456	642 MEEKER AVE	LA PUENTE	CA	91746
14	JAMES NAUNG	(626) 246-2200	19207 LYDLE CREEK PL	WALNUT	CA	91789
15	JBM FRESH INC	(619) 587-1414	1483 DE LA VINA ST	CHULA VISTA	CA	91913
16	JINFENG FU	(858) 333-2583	11161 KITE HILL LN	SAN DIEGO	CA	92126
17	JOHNNY TSEENG	(714) 414-2403	25671 SYCAMORE POINTE	LAKE FOREST	CA	92630
18	KHIN HNIN MON	(916) 305-4077	3902 STONERIDGE DR #8	PLEASANTON	CA	94588
19	MANG KHAN MON JA PAU	(808) 640-1536	2825 EASTGATE AVE	CONCORD	CA	94520
20	Marvin's Little Bar	(626) 313-9894	4502 S Mendocino Avenue	ONTARIO	CA	91761

21	MAUREEN SENG MAI NANG ZING	(626) 367-5108	247 W DEVANAH ST	COVINA	CA	91722
22	MOTOSUSHI INC	(469) 545-8400	1701 BROADMOOR DR	ALLEN	TX	75002
23	NANG MYA AUNG	(210) 649-0474	1156 HACIENDA PL APT 203	WEST HOLLYWOOD	CA	90069
24	NGUN DOI	(331) 551-0585	1937 PASTORAL LN	HANOVER PARK	IL	60139
25	NINE PIKADI MON CORP	(951) 823-7866	1824 12ST APT 5	RIVERSIDE	CA	92507
26	NRD Sushi Inc	(650) 878-7145	908 HIGATE DR	DALY CITY	CA	94015
27	PDCN MANAGEMENT LLC	(916) 267-7314	16002 LEGACY RD UNIT 401	TUSTIN	CA	92782
28	SAN TIN CORPORATION	(818) 966-9937	14900 MOORPARK ST APT 101	SHERMAN OAKS	CA	91403
29	SAW KYAW LWIN DAWTHAN	(510) 418-6005	1752, 21ST AVE	OAKLAND	CA	94606
30	Saw Ray Ray	(414) 935-8470	7066 W Herbert Ave	Milwaukee	WI	53218
31	THAN DAR TUN MYA	(480) 249-1083	4034 IVEY VISTA WAY	OCEANSIDE	CA	92057
32	TIANTIAN GROUP INC	(626) 662-1333	60 BIRMINGHAM	IRVINE	CA	92620
33	TUN MIN	(909) 965-0210	18986 RADBY ST	ROWLAND HTS	CA	91748
34	Two Baba Sushi Inc	(650) 267-1561	1103 SYLVAN MEADOWS DR	MODESTO	CA	95356
35	VUNG ZA THANG	(773) 600-5644	8902 OKETO AVE	MORTON GROVE	IL	60053
36	WEIZI KONG	(815) 858-8868	541 Quail Meadow	Irvine	CA	92603
37	Wen Ling Tsai	(419) 303-3601	29767 Niguel Road Apt. A	Laguna Niguel	CA	92677
38	YAN ZHANG	(805) 298-9079	4219 ALAMO ST APT A	SIMI VALLEY	CA	93063
39	YE BAO	(415) 900-7766	5053 WEBBER CT	ANTIOCH	CA	94531
40	YIYAO XU	(626)677-6180	11039 SPOTLIGHT DR	RANCHO CUCAMONGA	CA	91730

LIST OF FORMER FRANCHISEES

The name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee or independent contractor who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with Franchisor during the most recently completed fiscal year or who has not communicated with the Franchisor within 10 weeks of the disclosure document issuance date is listed below:

#	Owner	Phone	City	State
1	AH HPUNG MENONG	(817) 908-3966	FORT WORTH	TX
2	AUNG AUNG	(904)770-6289	JACKSONVILLE	FL
3	AUNG KYAW PHYOE	(215) 452-8586	PHILADELPHIA	PA
4	BRANG HTOIAWNG KUMJAMARIP	(817) 448-1338	NORTH RICHLAND HILLS	TX
5	CER KI NAWL	(972) 345-2509	PEMBROKE	MA
6	CHAO NIU	(206) 353-8354	SHORELINE	WA
7	CUNG HRE LIAN	(317)829-4291	LAKE JACKSON	TX
8	DANIEL DUH CEU	(206) 331-9406	TUKWILA	WA
9	DANIEL PIANG	(267) 423-2020	PHILADELPHIA	PA
10	DAVID LIAN	(317) 603-0516	INDIANAPOLIS	IN
11	DAWT HNIN THANG	(214) 407-4124	LEWISVILLE	TX
12	DO HUNG	(615) 853-1926	SMYRNA	TN
13	Elvis Van P Uk	(469) 364-2113	Garland	TX
14	EPHRAIM AUNG	(865) 801-8746	KNOXVILLE	TN
15	GU JIANGCUO	(626) 715-8907	KENT	WA
16	HAWNG LAM	(423) 414-5680	NASHVILLE	TN
17	HSA KA BAW	(208) 605-2797	BOISE	ID
18	JAMAILU NBANPA	(817) 856-8119	FORT WORTH	TX
19	JOSEPH SAN	(907) 942-1220	KNOXVILLE	TN
20	JOSEPH VAN HMUN THANG	(214) 772-4647	PLANO	TX
21	KAM HAU PIANG	(503) 488-0620	PORTLAND	OR
22	KHAM CUNG LIAN	(972) 746-0981	LEWISVILLE	TX
23	KHUN SAW MANA	(253) 487-9911	KENT	WA
24	KIMBERLY TUM	(214) 551-5160	COPPELL	TX
25	LAL RAM THARA	(443)301-9862	BALTIMORE	MD
26	LANGH KHEN KHUAL	(210) 992-7237	GARLAND	TX
27	LIAN LIAN	(214) 694-0135	BOISE	ID
28	LIAN MAWNG	(317) 556-0587	CLARKSVILLE	TN
29	LUHPA NDAU	(817) 888-2174	FORT WORTH	TX
30	MANG BIAK CIN	(508) 410-7036	KNOXVILLE	TN
31	MANG ZA IAP	(253) 527-9612	KENT	WA
32	MAUNG TUN WIN	(330) 356-6215	ARLINGTON	TX

33	MAUNG ZAW	(774) 644-4654	GALLATIN	TN
34	MIN WIN NAING	(781) 540-1590	WESTBOROUGH	MA
35	NANG KHAN KHUAL	(214) 415-3097	GARLAND	TX
36	NANG LAM MANG	(814) 636-3966	OAK RIDGE	TN
37	NGUN THA IANG	(317) 531-3886	OAK RIDGE	TN
38	NGUN ZA HMUNG	(469) 672-7511	GARLAND	TX
39	OHMMAR FNU	(978) 503-2752	TWIN FALLS	ID
40	PAR TANG	(972) 821-8711	LEWISVILLE	TX
41	PETER KHUAL	(206) 468-9203	KENT	WA
42	PHIAR THANG	(469) 612-1974	GARLAND	TX
43	PHU GWA	(914) 704-0179	JACKSONVILLE	FL
44	PHYU PHYU KO MANN	(425) 457-1164	REDMOND	WA
45	RACHEAL TAVERA	(903) 339-9125	JACKSONVILLE	TX
46	SAMUEL THANG	(206) 326-0919	AUBURN	WA
47	SAW KYAW SEN	(215) 960-7561	PHILADELPHIA	PA
48	SAW KYAW ZUA TUN AUNG	(215) 987-9610	BALTIMORE	MD
49	SIANG MANG LIAN	(317) 661-0110	CLARKSVILLE	TN
50	SIMON UK SUSHI INC	(469) 288-2726	RICHARDSON	TX
51	STEVEN THANG	(616) 514-7187	CHARDON	OH
52	SUAN LIAN MAWNG	(206) 261-7664	MILL CREEK	WA
53	SUI INC	(817) 996-3174	HURST	TX
54	SUI TLEM	(206) 251-2684	LEBANON	TN
55	SUSHI KING INC	(347) 824-9284	EAST FALMOUTH	MA
56	SWEZIN TOE	(484) 744-9368	WASHINGTON BORO	PA
57	THANG SEI	(440) 391-6213	WILLOUGHBY HILL	OH
58	THANG SUAN PAU	(206) 899-9295	TUKWILA	WA
59	THLA HLEI LIAN	(214) 584-9362	SHERMAN	TX
60	THOI NGWE	(904) 738-9261	JACKSONVILLE	FL
61	TIAL PENG	(214) 500-7998	LEWISVILLE	TX
62	TUN TUN HAN	(425) 269-3439	MERCER ISLAND	WA
63	VAN BIAK HUP	(317) 495-5647	CHAGRIN FALLS	OH
64	VAN THIO	(214) 469-6413	GARLAND	TX
65	WIN MYINT THEIN	(423) 599-3458	PORTLAND	OR
66	YE MAUNG	(225) 200-8753	BATON ROUGE	LA

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE
AGREEMENT

[Applicable State Addenda, if any, follows]

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

Dated: _____, 20__

Reference is made to the Franchise Agreement, dated as of _____, 20__ (the “Franchise Agreement”), between the undersigned (“Franchisee”) and GBC Food Services, LLC, Inc., a Texas limited liability company (“Franchisor”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Franchise Agreement.

1. **General Release.** Franchisee, for himself/herself and his/her family, heirs, spouse, agents, executors, administrators, legal representatives and their respective successors and assigns (each, a “Releasing Party”), in consideration for the opportunity to renew or transfer the Franchise Agreement, as applicable, does hereby irrevocably, fully, knowingly, voluntarily and unconditionally release and forever discharge (i) Franchisor, (ii) each current and former affiliate (including subsidiaries) of any person or entity referenced in the immediately preceding clause (i), each current and former direct or indirect shareholder, member or other equity holder of any person or entity referenced in the immediately preceding clauses (i), and each current and former affiliate (including subsidiaries) of each such shareholder, member and each such other equity holder; (iii) each predecessor, successor, heir, and assign of any person or entity referenced in any of the immediately preceding clauses (i) through (ii), whether or not acting in his, her or its representative or individual capacity; and (iv) each current and former attorney, agent, insurer, trustee, fiduciary, advisor, director, manager, principal, officer, benefit plan, benefit plan fiduciary, shareholder, member, general partner, limited partner, other equity holder, representative, control person or entity or employee of any persons or entities referenced in any of the immediately preceding clauses (i) through (iii) (and each other person or entity with a functionally equivalent role of a person or entity holding such titles notwithstanding the lack of such title or any other title) and each of their respective predecessors, successors, heirs, agents and assigns (all of the persons and entities referenced the immediately preceding clauses (i) through (iv) are collectively referred to herein as the “Released Parties”) from any and all actions, accounts, agreements, claims, contracts, covenants, debts, demands, obligations, suits, counter-claims, defenses, rights, omissions, promises, damages, losses, contingencies, judgments, fines, penalties, charges, costs (including without limitation, attorneys’ fees and costs of defense and investigation), expenses and liabilities of any kind and nature whatsoever, whether known or unknown, absolute or contingent, suspected or unsuspected, matured or unmatured, in contract, tort, by statute, at law in equity or otherwise (collectively, “Claims”) which any Releasing Party may now own, hold, have or claim to have, in each case, against any of the Released Parties for, upon or by reason of any nature, cause, action or inaction or thing whatsoever which arises from the beginning of the world to time of the execution and delivery of this Agreement by the Franchisee (collectively, the “Released Claims”), it being expressly understood that the Released Claims include, without limitation, all Claims under the Franchise Agreement and all Claims under any applicable laws, whether for tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job.

2. **Covenant Not to Sue.** Franchisee, on behalf of Franchisee and all of the other Releasing Parties, covenants that Franchisee will not (and that Franchisee will cause all other persons or entities who may seek to claim as, by, through or in relation to any of the Releasing

Parties or any of the matters released by or on behalf of the Releasing Parties in this General Release of Claims not to) sue any of the Released Parties on the basis of or in any way relating to any Released Claim (regardless of whether the release of any such Released Claim is enforceable under, or prohibited by, applicable law or otherwise).

3. **Rights Excluded from Release.** Notwithstanding anything in Section 1 of this Exhibit A to the contrary, this General Release of Claims shall not apply to any rights or claims that may arise as a result of events occurring after the date this General Release of Claims is executed. Franchisee understands and agrees that except for Franchisee's specific rights enumerated in the immediately preceding sentence, Franchisee's release in Section 1 of this Exhibit A above constitutes a general as well as a specific release of each of the Released Parties from all Released Claims.

4. **No Pending Actions.** Franchisee represents and warrants to Franchisor that the Releasing Parties are the sole owners of all of the Released Claims and have not sold, assigned, transferred or otherwise disposed of or encumbered any of the Released Claims. Franchisee further represents and warrants that Franchisee has not filed or initiated, or caused to be filed or initiated, any complaint, claim, charge, or cause of action of any type against any of Released Parties in any federal or state court or with any federal, state or local governmental agency. Franchisee agrees that Franchisee will not file or initiate, or cause to be filed or initiated, any complaint, claim, charge, or cause of action of any type against any of the Released Parties in any federal or state court or with any federal, state or local governmental agency. Franchisee further agrees not to be a member of any class action in any court or before any governmental agency or in any private forum seeking relief against any of the Released Parties based on or arising out of any of the Released Claims and waives any right to, and agrees that Franchisee will not accept, any monetary relief or any other form of relief as a result of any such class action. Franchisee shall indemnify and hold harmless all of the Released Parties against whom any such claim, charge, cause of action, or proceeding is brought from and against any and all reasonable attorneys' fees, costs, witness fees, expert witness fees and out-of-pocket expenses incurred by any of them in defending against such Released Claims or as a result of any judgment, order, or fine imposed or settlement made as to any such Released Claims in connection with any such charge, claim, cause of action or other proceeding.

5. **No Unpaid Compensation.** Franchisee acknowledges and agrees that, as of the date of execution of this General Release of Claims, Franchisee is not owed any Franchisee Payment or other compensation or payments by the Franchisor or any other Released Party.

6. **Recommendation to Seek Counsel.** Franchisee acknowledges that Franchisee has read this General Release of Claims, that Franchisee has been advised that he/she should consult with an attorney before he/she executes this general release of claims, and that Franchisee understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof.

7. **Misc.** Franchisee acknowledges that this General Release of Claims will be subject to the governing law, venue, jurisdiction, jury trial waiver, and other dispute resolution and interpretation provisions set forth in the Franchise Agreement, which are hereby incorporated by

reference as if fully set forth herein. This General Release of Claims will inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

[Signature Page Follows]

FRANCHISEE:

Name:

_____, 20__

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	
Illinois	Pending
Indiana	
Maryland	Pending
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	Pending
Wisconsin	

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

ITEM 23
RECEIPT

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

If Yummi offers you a franchise, it must provide this disclosure document to you fourteen (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, or sooner if required by applicable state law.

Indiana and Michigan require us to provide you the disclosure document at least ten (10) business 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.

Hawaii, Minnesota, and North Dakota require us to provide you the disclosure document at least seven (7) business 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.

Maryland requires us to provide you the disclosure document at the earlier of your reasonable request to receive a copy of this Franchise Disclosure Document or fourteen (14) 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 requires us to provide you the disclosure document at the earlier of the first personal meeting or ten (10) business 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.

If Yummi does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency. (Please see Exhibit D for a list of state agencies.) Exhibit B contains a list of our agents for service of process.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Katie Aung	14043 Distribution Way Farmers Branch, TX, 75234	972-402-9498

Issuance Date: November 18, 2024

I received a disclosure document dated November 18, 2024. The disclosure document included the following Exhibits and Attachments:

- | | |
|-----------|---|
| Exhibit A | – Franchise Agreement |
| Exhibit B | – Agents for Service of Process |
| Exhibit C | – Financial Statements |
| Exhibit D | – List of State Administrators |
| Exhibit E | – Current and Former Franchisees |
| Exhibit F | – State Specific Addenda to Franchise Disclosure Document and Franchise Agreement |
| Exhibit G | – Form of General Release |

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

If an individual:

(Name of Entity)

(Signature)

By: _____

(Signature)

(Print Name)

(Print Name, Title)

[Keep these pages for your records.]

RECEIPT

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New York requires us to provide you the disclosure document at the earlier of the first personal meeting or ten (10) business 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.

If Yummi does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency. (Please see Exhibit D for a list of state agencies.) Exhibit B contains a list of our agents for service of process.

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- Exhibit G – Form of General Release

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

If an individual:

(Name of Entity)

(Signature)

By: _____

(Signature)

(Print Name)

(Print Name, Title)

[Sign and return these pages to us.]