

October 2018 until June 2024, she was the Vice President, People & Performance for Feizy Import & Export Co., Inc. located in Dallas, Texas.

**VP of Operations**

**John Park**

Mr. Park joined us as VP of Operations on October 20, 2025. Prior to that, he was the VP of Operations for SNOFOX/JFE Franchising, a franchise management business in Houston, Texas from August 2011 until October 2025.

**Director of Accounting**

**Philip Kwon**

Mr. Kwon joined us as Director of Accounting on February 3, 2025. Prior to that, he was the Director/Controller of Optima Offices, a Professional Services company in San Diego, California from January ~~2025~~2024 until February 2025. From November 2020 until December 2023, he was the Director of Accounting for Zebit, an eCommerce company in San Diego, California.

**Director of Sales and Account Management**

**Stacie Cooper**

Ms. Cooper joined us as our Director of Sales and Account Management in July 2024. Prior to that, she was the Supply Chain Manager for BevMo, a beverage retailer in Concord, California from January 2021 until May 2024.

**Director of Franchise Operation**

**Angela Swe**

Ms. Swe joined us as our Director of Franchise Operation in 2017.

**ITEM 3  
LITIGATION**

**State of Maryland Determination.** In The Matter of: Asiana Management Group, Inc. D.B.A. ACE Sushi, Respondent. (Case No. 2004-0456.2005 WL 5159717 (Md.Sec.Div.)). In August 2004, the State of Maryland determined that the Contracts for Services offered and sold by AMG in Maryland were franchises under the Maryland Franchise Registration and Disclosure Law (the “**Maryland Franchise Law**”) and violated the Maryland Franchise Law. On February 10, 2005, AMG entered into a Consent Order with the Office of the Attorney General of Maryland and agreed to cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Law, to diligently pursue the completion of an application to register the Ace Sushi Bar franchise offering in Maryland, to enroll an officer who was responsible for franchise sales in an approved franchise law compliance training program, to notify Licensees with Ace Sushi Bars in Maryland of their right to rescind their Contracts for Services and to provide the Licensees with a copy of our then-current Disclosure Document after its registration for use in Maryland. None of our Maryland Licensees elected to rescind their Contracts for Services.

**State of Rhode Island Determination.** State of Rhode Island and Providence Plantations, Department of Business Regulation, Division of Securities. (Order No. 05-341). In June 2005, we voluntarily acknowledged to the State of Rhode Island Department of Business Regulation, Division of Securities, that the rights offered and sold by AMG in Rhode Island under the Contracts for Services may have been franchises within the meaning of the Rhode Island Franchise Investment Act (the “**Rhode Island Act**”). In October 2005, the State of Rhode Island Department of Business Regulation, Division of Securities, determined that the rights offered and sold by AMG in Rhode Island under the Contracts for Services were franchises within the meaning of the Rhode Island Act and violated the Rhode Island Act. We agreed to cease and desist from the offer and sale of franchises in violation of the Rhode Island Act, to offer all Rhode Island Licensees the right to rescind their Contracts for Services and paid a fine of \$5,000 for these violations. None of our Rhode Island Licensees elected to rescind their Contracts for Services.

**State of Virginia.** Commonwealth of Virginia, Ex Rel. State Corporation Commission v. ACE Sushi Franchise Corporation and Asiana Management Group, Inc., Defendants. (Case No. SEC-2006-00001). In June 2005, we voluntarily acknowledged to the State of Virginia State Corporation Commission, Division of Securities and Retail Franchising, that the rights offered and sold by AMG in Virginia under the Contracts for Services may have been franchises within the meaning of the Virginia Retail Franchising Act (the “**Virginia Act**”). In September 2005, the State of Virginia State Corporation Commission, Division of Securities and Retail Franchising, determined that the rights offered and sold by AMG in Virginia under the Contracts for Services were franchises within the meaning of the Virginia Act and violated the Virginia Act. We agreed to cease and desist from the offer and sale of franchises in violation of the Virginia Act, to offer all Virginia Licensees the right to rescind their Contracts for Services and paid investigation costs of \$1,500 and a penalty of \$15,600 for these violations. None of our Virginia Licensees elected to rescind their Contracts for Services.

NAME OF FEE	AMOUNT	DATE DUE	REMARKS (NOTE 2)
	standards.	the payment of our compensation	
3 <sup>rd</sup> Party Customer Insights Fee	\$25 - \$100 per month for a 3 <sup>rd</sup> party customer insights provider to accumulate consumer information, measure customer experience, identify opportunities to increase customer satisfaction and loyalty.	Upon demand. We may deduct it as an Expense before the payment of Commissions to you and the payment of our compensation	You must reimburse us for the monthly fees paid to a 3 <sup>rd</sup> customer insights provider at a rate of \$25 - \$100 per month.
Mobile Ordering Fee	\$0 - \$500 one-time fee for the software development and use of a mobile ordering application.	Upon demand. We may deduct it as an Expense before the payment of Commissions to you and the payment of our compensation	You must reimburse us for the one-time set-up fee and license for a 3 <sup>rd</sup> party mobile ordering platform that enables customers to order finished products in advance for pick up at your sushi bar.
Website Usage Fee	\$99.99 per month	Deducted as an Expense before the payment of Commissions to you and the payment of our compensation	You will use our website based system as a platform for communication with us; to receive chef statements from us and as a time/attendance system, transmission of e-mail correspondence to and from us as a sales reporting system and an ordering system.
Early Cancellation Fee	\$3,500	Upon Demand	If you request the termination of your franchise agreement before the end of its term or if you stop operating a Sushi Bar location prior to the expiration of your Franchise Agreement, we can charge you this fee to offset our re-marketing costs and other expenses associated with a termination prior to expiration.

Except for attorneys' fees established by a Court, all fees are imposed by and are payable to us or AMG, unless otherwise noted. No other fees or payments are to be paid to us or AMG, nor do we impose or collect any other fees or payments for any third party. All fees paid to us and AMG are non-refundable. Fees payable to third parties are refundable based on your individual arrangements. We reserve the right to negotiate different fees in our discretion. Fees may not be uniform in this state-, depending on the form of agreement you sign. You will sign our then-current form of agreement which terms are reflected above. Older agreements may have different fees and different fee amounts.

prior consent. “**Wholesale sales**” includes the sale or distribution of sushi products to a third party for resale, retail sale or other method of distribution.

We are not required to pay you if we exercise any of the rights specified above inside your territory. Continuation of your franchise rights do not depend on the achievement of a certain sales volume, market penetration or other contingency, other than your compliance with the terms of your Franchise Agreement. However, if the Host Venue measures your, our or AMG’s performance by economic, sales, performance or other measurements (the “**Performance Criteria**”), we will give you notice of the Performance Criteria, if available. You must then satisfy the Performance Criteria (or if there are multiple levels of satisfaction of the Performance Criteria, the level of satisfaction we designate). You do not receive the right to acquire additional franchises unless you sign another franchise agreement.

You are not permitted to engage in wholesale sales of Proprietary Products of any kind without our prior consent. You are not permitted to engage in catering of any kind, whether directly or indirectly, without our prior consent.

You are not permitted to use the System, the Proprietary Products or the Proprietary Marks, the Internet domain name www.acesushi.com, any other Internet domain names, URLs, toll-free telephone numbers, or any confusingly similar imitations of the same, at any location other than the Franchised Location and Satellite Stores. We do not place any restrictions on the customers you may solicit, but you are not permitted to use any other channels of distribution such as the internet to make sales outside your Franchised Location, Satellite Stores, if applicable or outside your geographic territory.

You are not permitted to relocate your Ace Sushi Bar. If your Franchise Agreement expires prior to its Scheduled Expiration Date because the Sushi Supply Agreement for your Ace Sushi Bar expires or is terminated due to no fault of yours, we will exert commercially reasonable efforts to relocate your Ace ~~Sushi~~Sushi Bar to a new franchised location within ninety (90) days, provided that you satisfy all of the requirements with respect to applicants for new franchises at that time. Following relocation, you will have the right to operate your Main Sushi Bar at the new location for a period not to continue beyond the Scheduled Expiration Date. If we are unable to relocate your Ace Sushi Bar to a new franchised location within such ninety (90) day period, the Franchise Agreement will expire and be of no further force or effect.

### **Area Development Agreement**

The rights described above regarding what we and our affiliates can do for a single Ace Sushi Bar are generally the same if you sign an Area Development Agreement. We may terminate the Area Development Agreement if you (i) fail to develop Ace Sushi Bars as provided in accordance the development schedule; (ii) breach the terms of the Area Development Agreement; (iii) fail to comply with terms and conditions of any individual Franchise Agreement.

### **Addendum to Area Development Agreement**

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

Under the Addendum to Area Development Agreement (which amends the Area Development Agreement), we grant you the right to develop and operate a specified number of Ace Sushi Bars at locations in a specified Development Area, subject to our approval. The Development Area may be one or more metropolitan statistical areas, designated marketing areas, cities, counties, states or some other defined area. During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate an Ace Sushi Bar the physical location of which is located in your Development Area, except as permitted by our Reserved Rights. You may not relocate your Development Area.

Although we have no obligation to do so, we may offer you the right, for no longer than 30 days, to sign a Franchise Agreement to develop an Ace Sushi Bar at a location we select (each an “Offered Venue”) in the Development Area. If you fail to sign a Franchise Agreement for the Offered Venue within the required time period, then (i) the Offered Venue shall automatically and without further action on behalf of either party be excluded from the Development Area; and (ii) we may open and operate, franchise or license a third party to open and operate an Ace Sushi Bar at the Offered Venue.”

We do not grant a right of first refusal or similar rights to acquire additional Ace Sushi Bars, although you may apply for the right to open additional Ace Sushi Bars.

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in **Exhibit G** to this Disclosure Document.

**ITEM 18  
PUBLIC FIGURES**

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

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any financial performance representations. 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 our Executive Vice President, Chris Chin, 22771 S Western Avenue, Torrance, California 90501, 310-327-2223, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1  
SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025\***

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE (+ OR -)
Franchised	2023	319	423	+104
	2024	423	504	+81
	2025	504	541	+37
Company Owned	2023	33	42	+9
	2024	42	31	-11
	2025	31	<del>48</del> <u>45</u>	<del>+17</del> <u>+14</u>
Total Outlets	2023	352	465	+113
	2024	465	535	+70
	2025	535	<del>589</del> <u>586</u>	<del>+53</del> <u>+51</u>

**TABLE NO. 2  
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2023 TO 2025**

STATE	YEAR	NUMBER OF TRANSFERS
CA	2023	7
	2024	62
	2025	51
CO	2023	0
	2024	0

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERM-INATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASON	OUTLETS AT END OF YEAR
	2025	3	0	0	0	0	0	3
OR	2023	2	0	0	0	0	0	2
	2024	2	1	1	0	0	0	2
	2025	2	0	0	0	0	0	2
	2023	12	8	6	0	1	3	10
PA	2024	10	2	1	0	0	1	10
	2025	10	1	0	0	0	0	11
	2023	0	0	0	0	0	0	0
SC	2024	0	7	0	0	1	0	6
	2025	6	3	3	0	0	1	5
	2023	0	0	0	0	0	0	0
SD	2024	0	1	0	0	0	0	1
	2025	1	6	0	0	0	0	7
	2023	1	1	0	0	0	0	2
TN	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
	2023	0	0	0	0	0	0	0
VA	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
	2023	9	13	1	0	8	3	10
WA	2024	10	5	5	0	0	0	10
	2025	10	4	1	0	0	0	13
	2023	8	10	3	0	0	0	15
WI	2024	15	6	3	0	1	1	16
	2025	16	1	1	0	1	0	15
	<b>TOTAL</b>	<b>2023</b>	<b>319</b>	<b>202</b>	<b>51</b>	<b>0</b>	<b>23</b>	<b>24</b>
	<b>2024</b>	<b>423</b>	<b>200</b>	<b>106</b>	<b>0</b>	<b>3</b>	<b>10</b>	<b>504</b>
	<b>2025</b>	<b>504</b>	<b>217</b>	<b>114</b>	<b>0</b>	<b>14</b>	<b>52</b>	<b>541</b>

**TABLE NO. 4  
STATUS OF COMPANY OWNED OUTLETS  
FOR YEARS 2023 TO 2025**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
AL	2023	4	0	0	4	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
AR	2023	0	0	1	1	0	0
	2024	0	0	0	0	0	0
	2025	0	0	<del>1</del> 0	0	0	<del>1</del> 0
CA	2023	0	18	6	2	8	14
	2024	14	3	0	3	5	9
	2025	9	21	<del>13</del> 11	0	16	<del>27</del> 25
CO	2023	0	0	3	0	0	3
	2024	3	0	0	3	0	0

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
	2025	0	0	0	0	0	0
GA	2023	0	1	0	0	0	1
	2024	1	0	0	1	0	0
	2025	0	0	<del>1</del>	0	0	<del>1</del>
IL	2023	4	4	1	0	4	5
	2024	5	0	1	0	2	4
	2025	4	3	<del>1</del>	0	3	<del>4</del>
IN	2023	0	2	0	0	0	2
	2024	2	0	0	0	2	0
	2025	0	0	1	0	0	1
KY	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
LA	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
MD	2023	2	0	0	0	0	2
	2024	2	0	0	0	2	0
	2025	0	0	0	0	0	0
MA	2023	0	5	1	1	5	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
MI	2023	7	0	2	1	2	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	2	4
MN	2023	2	0	0	1	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
MT	2023	3	0	1	2	0	2
	2024	2	0	0	0	1	1
	2025	1	0	0	0	0	1
NC	2023	1	0	0	1	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	1	0
NY	2023	5	0	0	2	3	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
OH	2023	1	0	1	0	1	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
PA	2023	0	0	1	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
SC	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
SD	2023	1	0	0	0	0	1
	2024	1	1	0	0	1	1
	2025	1	1	0	0	2	0
TN	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	1	0	0
WA	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	1	1
WI	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	0	1	0	0	2
<b>TOTAL</b>	<b>2023</b>	<b>33</b>	<b>30</b>	<b>17</b>	<b>15</b>	<b>23</b>	<b>42</b>
	<b>2024</b>	<b>42</b>	<b>8</b>	<b>3</b>	<b>10</b>	<b>14</b>	<b>31</b>
	<b>2025</b>	<b>31</b>	<b>26</b>	<b>17</b> <del>14</del>	<b>1</b>	<b>25</b>	<b>48</b> <del>45</del>

**TABLE NO. 5  
PROJECTED OPENINGS  
AS OF DECEMBER 31, 2025**

STATE	FRANCHISE AGREEMENT SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN THE NEXT FISCAL YEAR
CA	0	10	0
DE	0	1	0
MI	0	1	0
MT	0	1	0
TX	0	5	0
WA	0	3	0
WI	0	2	0
<b>TOTAL</b>	<b>0</b>	<b>23</b>	<b>0</b>

During the last 3 fiscal years, we have signed confidentiality clauses with current or former franchisees. In some instances current and former franchisees sign provisions restricting their ability to speak openly about their experience with Ace Sushi Franchise Corporation. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

See [Exhibit I](#) for a listing of the names, addresses and phone numbers of all of our franchisees as of December 31, 2025. See [Exhibit J](#) for a listing of the names, addresses and phone numbers of all franchisees that have had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement as of

## 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	Not Registered
Illinois	April 14, <a href="#">2026 as amended May 1, 2026</a>
Indiana	Pending
Maryland	Pending
Michigan	February 25, 2026
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	April 23, <a href="#">2026 as amended April 30, 2026</a>
South Dakota	<del>Pending</del> <a href="#">April 28, 2026</a>
Virginia	Pending
Washington	See Separate FDD
Wisconsin	April 14, <a href="#">2026 as amended May 1, 2026</a>

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.