

FRANCHISE DISCLOSURE DOCUMENT

JFE FRANCHISING, INC.

a Texas corporation
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Houston, Texas 77055
(713) 463-7777

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<http://snowfruit.com>

SNOWFRUIT®

JFE Franchising, Inc. (“JFE Franchising” or “JFE”) grants franchises for its franchisees to operate fresh-cut fruit and vegetable units under the trade name “SNOWFRUIT” as separate departments in supermarkets, grocery stores, and other facilities that are owned by third parties (a “Snowfruit Unit”).

The total investment necessary to begin operation of a new franchise for a Snowfruit Unit is \$23,752 to \$169,180. This includes \$8,402 to \$68,905 that must be paid to the franchisor or affiliate. The total investment necessary to purchase an existing franchise for a Snowfruit Unit is \$22,472 to \$159,680. This includes \$7,322 to \$69,905 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact JFE Franchising, Inc. at 2021 Bingle Road, Houston, Texas 77055, phone number (713) 463-7777.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise A Consumer’s Guide*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

ISSUANCE DATE: October 28, 2024, as amended February 6, 2025

STATE COVER PAGES

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
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 or Exhibits F, G and H.
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 I includes financial statements. 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 Snowfruit 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 Snowfruit franchisee?	Item 20 or Exhibits F, G and H 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 even if you are 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 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 A-1.

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.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement permits you to resolve disputes with the franchisor only by mediation and then arbitration in Harris County, Texas. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or arbitrate with the franchisor in Harris County, Texas than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory and supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

Certain states may require other risks to be highlighted. Check the State Specific Addenda (if any) for your state.

ADDENDUM FOR STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity which in no event need be more than thirty (30) days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishing not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) Failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, franchisee has the right to request an escrow arrangement.

Any questions regarding the notice of this Offering should be directed to:

CONSUMER PROTECTION DIVISION
Michigan Attorney General's Office
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
P.O. Box 30213
Lansing, MI 48909
(517) 335-7567

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

For ease of reference in this disclosure document, “Snowfruit,” “JFE”, “we” or “us” means JFE Franchising, Inc., the franchisor of this business. We refer to the franchisee in this disclosure document as “you”. Each owner of the franchise entity must also sign the franchise agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

The Franchisor

We are a Texas corporation, incorporated on August 21, 2013. Our principal business address is 2021 Bingle Road, Houston, Texas 77055. We do business under the trade names “Snowfruit,” “Snowfox” and “JFE”. We do not do business under any other names.

If your state requires, we have designated an agent for service of process in your state. The names and addresses of our designated agents for service of process are listed in Exhibits A-1 and A-2.

Our Parents, Predecessors and Affiliates

Our immediate parent company is Snowfox US Holdco, Inc. (“Holdco Inc.”), a Delaware corporation, whose principal address is 2021 Bingle Road, Houston, Texas 77055. Other levels of parent company are as follows (in descending order, ending with Holdco Inc.):

<u>Name of Parent</u>	<u>Principal Business Address</u>
Zensho Holdings Co., Ltd.	8F JR Shinagawa East Bldg., 2-18-1, Konan, MINATO-KU, TKY, 108-0075, Japan
Zensho International Limited	Hudson House, 8 Tavistock Street, London, WC2E 7PP, UK
SnowFox Topco Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox Midco 1 Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox Midco 2 Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox Bidco Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Yo! Sushi Limited	Laytons LLP level 5, 2 More London Riverside, London, SE1 2AP, UK
Snowfox US Holdco, LLC	2021 Bingle Road, Houston, Texas 77055
Snowfox US Holdco, Inc.	2021 Bingle Road, Houston, Texas 77055

Our predecessor is JFE, Inc., a Texas corporation, whose principal address is 2021 Bingle Road, Houston, Texas 77055. In June of 2019 we acquired from JFE, Inc. the names and marks “Snowfox,” “Sushibox” and “JFE.” We also acquired from JFE, Inc. the Operating Manual and other know-how used by our franchisees. We also acquired company-owned locations from JFE, Inc., which we have since sold to franchisees. JFE, Inc. is a subsidiary of JimKim Holdings, Inc., our former parent company. On June 28, 2019, our company was acquired from JimKim Holdings, Inc. by Snowfox Midco 1 Limited (“Snowfox Midco”). As a result of that acquisition, our immediate parent company became Holdco, Inc.

“Affiliate” means an entity that controls, is controlled by, or is under common control with us, and which offers franchises in any line of business or which provides products or services to our franchisees. We have 4 affiliates required to be disclosed in this Item 1: JK959 Global, Inc. (“JK959”), Bento Sushi Franchise, Inc. (“BSFI”), Bento Sushi USA, Inc. (“Bento USA”), and Bento Sushi Franchise Ltd. (“BSFL”), all of which are direct or indirect subsidiaries of Holdco Inc.

BSFI is a Delaware corporation; its principal address is 1200 US Highway 22, Suite 11, Bridgewater, NJ 08807. BSFI offers franchises in the United States under the name and mark “BENTO SUSHI.”

Bento USA is a Delaware corporation; its principal address is 1011 Centre Road, Suite 310, New Castle County, Wilmington, Delaware 19805. Bento USA offers franchises in the State of Hawaii under the name and mark “BENTO SUSHI.”

Bento Sushi Franchise Ltd. (“BSFL”), was incorporated in Canada; its principal address is 25 Centurian Drive, Suite 208, Markham, Ontario, Canada L3R5N8. BSFL offers franchises in Canada under the name and mark “BENTO SUSHI.”

Our Business

Our business is granting franchises to allow franchisees to operate Snowfruit fresh-cut fruit and vegetable units that are operated as separate departments within supermarkets, grocery stores, and other facilities (such as universities and corporate settings) that are owned by third parties (“Stores”). We or our affiliates have verbal or written agreements to operate or let others operate fresh-cut fruit and vegetable units as separate departments of the Stores. In many instances we (or our affiliates) will perform this agreement by granting (or having us grant) franchises, so that franchisees like you can operate the fresh-cut fruit and vegetable unit.

We have developed distinctive business systems, operating formats, methods, procedures, menu, recipes, trade dress, designs and marketing standards and formats (collectively, the “System”) using the trademark “Snowfruit” and other associated names.

Franchisees will prepare and sell high-quality fresh-cut fruits and vegetables and related products at a location selected by us. Payments by customers for their purchases are made to the owners of the stores (“Store Owners”), which are then recorded by the Store Owners who retain a portion, and then reported and forwarded to us before you receive payments.

Under a separate Franchise Disclosure Document and as a separate business line, we offer franchises for retail sushi units in the United States under the names and marks “JFE,” “Snowfox,” and “Sushibox.” The sushi units are for separate departments in supermarkets, grocery stores, and other retail facilities. We have offered JFE, Snowfox and Sushibox retail sushi units since 2017. As of March 31, 2024, we had 1,325 retail sushi units in 41 states. We also had 43 company-owned retail sushi units in the United States. Franchisees who operate sushi units under Franchise Agreements with us do not also operate fresh-cut fruit and vegetable units; they are two separate franchises and business models. There may be JFE, Snowfox or Sushibox franchised sushi units and Snowfruit franchised fruit and vegetable units located and operating in the same host Store Owner, but they will be operated by different franchisees of ours.

Other than franchising sushi and fresh produce units, we are not in any other business.

Business Experience

We have operated businesses of the type being franchised since February 2022. As of March 31, 2024, we had 41 company-owned Snowfruit locations. Our predecessor JFE, Inc., has never operated a Snowfruit franchise of the type you will operate. We have offered franchises for the Snowfruit concept beginning in 2022. Other than the sushi franchise described above, neither we nor JFE, Inc. has offered franchises in any other business. We do not conduct any other business activities.

As of the date of this disclosure document, our predecessor, JFE, Inc., does not offer franchises in any business. Prior to the date of this disclosure document, our predecessor JFE, Inc. and/or its affiliates entered into agreements to operate or let others operate sushi bars in grocery stores and supermarkets under a different program. These arrangements were established before we began offering the franchises described in this disclosure document. Contracted-operators were given the opportunity, but were not required, to convert to franchisees. As of March 31, 2024, there is only one remaining contracted-operator of JFE Franchising, Inc., Wayne Corp, which owns and operates 3 outlets in Texas.

Our affiliate, Bento Sushi Franchise, Inc. (“BSFI”) offers franchises for retail sushi businesses in the United States similar to those described in this disclosure document, but under the name and marks “BENTO SUSHI.” BSFI has offered Bento Sushi franchises since May of 2016. As of March 31, 2024, BSFI had 50 franchisees in 25 states. BSFI also had 4 company-owned sushi businesses in the United States similar to those described in this disclosure document. BSFI has never conducted business in any other line of business, and it has never offered franchises in any other business.

Our affiliate, Bento Sushi USA, Inc. (“Bento USA”) offers franchises for retail sushi businesses in the State of Hawaii similar to those described in this disclosure document, but under the name and marks “BENTO SUSHI.” Bento USA has offered Bento Sushi franchises since July of 2021. As of March 31, 2024, Bento USA had 23 franchisees in 1 state. Bento USA also had 0 company-owned sushi businesses in the United States similar to those described in this disclosure document. Bento USA has never conducted business in any other line of business, and it has never offered franchises in any other business.

Our affiliate, Bento Sushi Franchise Ltd. (“BSFL”) offers franchises for Bento Sushi outlets only in Canada, consisting primarily of Sushi Counter front and inline units in malls, hospitals, and universities. BSFL has since May of 2013 offered Bento Sushi franchises in this line of business, but only in Canada. As of the issuance date of this disclosure document, BSFL had 15 franchised units in operation in Canada. BSFL has never operated a business of the type to be operated by you. BSFL has never conducted business in any other line of business, and it has never offered franchises in any other line of business.

Market for Fresh-Cut Fruits and Vegetables and Competition

There is a well-developed and existing market in the United States for fresh-Cut fruits and vegetables in grocery stores. You will sell fresh-cut fruits and vegetables and related products mainly to customers or visitors of the facilities in which your Snowfruit Unit is located.

You will compete with fresh-cut fruit and vegetable units located inside other grocery stores.

Industry Regulations

You must comply with all applicable local, state, and federal laws regarding operating a restaurant covering your Snowfruit Unit, including health, safety, and sanitation laws, food service and safety, food labeling, and the storage, preparation and sale of seafood and other perishable products. You must also comply with employment, discrimination, environmental, building and zoning regulations and other laws applicable to your Snowfruit Unit. You will need to obtain all applicable business and health department licenses for your business.

You must comply with the rules, policies and guidelines of the Store and sign any code of conduct or equivalent document required by the Store. You will represent and warrant to us that you and your personnel are and will be at all times legally authorized for employment in and to work in the United States under applicable immigration laws. You must obtain proof of employability for each prospective employee by completing the Department of Homeland Security's electronic employee verification system (E-Verify) before hiring. You must furnish us any and all documentation we request in connection with your compliance under this paragraph.

ITEM 2 BUSINESS EXPERIENCE

Emma Deabill – President, Secretary and Director

Ms. Deabill has been our President, Secretary, and Director since February 1, 2024. Ms. Deabill has also served as Vice President and Director of Snowfox Retail Services, Inc. since January 2023. Ms. Deabill previously served as our Treasurer from February 1, 2024 to April 1, 2024. Ms. Deabill also previously served as our Vice President – SnowFruit from August 2022 to January 31, 2024. Ms. Deabill previously served as Group Business Development Director of SnowFox Group in London, United Kingdom from February 2022 to August 2022, Managing Director Restaurants – Yo! Sushi of SnowFox Group from February 2020 to February 2022, and Director of Operations – Yo! Sushi of SnowFox Group from January 2018 to February 2022.

Francesco Rugiano – Executive Vice President

Mr. Rugiano has been our Executive Vice President since February 2024. He previously served as our Vice President of Operations from December 2022 to February 2024. Mr. Rugiano has also served as Head of Operations of SnowFox Group in London, United Kingdom since May 2014.

Troy Christensen – Vice President of Finance and Treasurer

Mr. Christensen has been our Vice President of Finance and Treasurer since April 2024. He previously served as Chief Financial Officer of MyBrandForce in Greenwood Village, Colorado from August 2023 to April 2024. He also served as Chief Executive Officer of Enotria & Coe in London, United Kingdom from June 2013 to August 2023.

Aung Zaw – Senior Director of Franchise Recruitment

Mr. Zaw has been our Senior Director of Franchise Recruitment since May 2023. Mr. Zaw previously

served as our Director of Franchise Recruitment from December 2022 to May 2023. Mr. Zaw previously served as Director of Operations of Bento Sushi Franchise, Inc. from January 2020 to January 2021, Senior Manager of Bento Sushi Franchise, Inc. from December 2018 to December 2020, and Area Manager from April 2017 to November 2018.

Jeffrey Drost – Director of Franchise Management

Mr. Drost has been our Director of Franchise Management since May 2023. Mr. Drost has also been Owner of Dros Investments TX LLC in Tomball, Texas since August 2017. Mr. Drost previously served as Director of Sales and Marketing for Main Squeeze Juice Co. in New Orleans, Louisiana from August 2017 to December 2020.

Daniel Brooks – Director of Quality Assurance – SnowFruit

Mr. Brooks has been our Director of Quality Assurance – SnowFruit since February 2022. Mr. Brooks previously served as Associate Food Technologist at Kayem Foods, Inc. in Chelsea, Massachusetts from October 2019 to February 2022 and served as their QA Intern from July 2019 to October 2019. Prior to July 2019, Mr. Brooks was a full-time student.

Sungjin Ryu – Contract Dept. Senior Director

Mr. Ryu has been Contract Dept. Senior Director since January 2014.

Richard Hodgson – Director

Mr. Hodgson has been a Director of JFE Franchising, Inc. since June 28, 2019. Mr. Hodgson has also served as CEO of Wonderfield Group in London from June 2021 to present. From December 2017 to April 2024, he served as Chief Executive Officer of YO! Sushi Group in London. Mr. Hodgson has also served as Chief Executive Officer and Director of Snowfox Retail Services, Inc. since January 2023.

Timothy Everitt – Director

Mr. Everitt has been a Director of JFE Franchising, Inc. since February 1, 2024. From September 2023 to the present, he has been Group CFO of Snowfox Midco 1 Limited in London, and previously served as its Group Financial Controller from March 2022 to September 2023. From November 2021 to March 2022, he served as Group Financial Controller of RWS Holdings Plc in London. From December 2018 to November 2021, he served as Group Financial Controller of SDL Plc in London.

ITEM 3 LITIGATION

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 FEES

A. Training Fee

If you are a prospective franchisee, you will pay us for our initial training program a fee of \$500 per person (for you and any proposed employee) for a 20-hour training program. Although we do not have cap of how many people can attend the training program, in most cases 1 to 3 people attend the initial training program. Based on the number of people attend the initial training program, you will pay training fees ranging from \$500 to \$1,500. You pay the initial training fee in full before you start training upon signing our initial training agreement, attached as Exhibit C, and the fee is **not** refundable. If you have previously owned, operated and/or served as a manager for a Snowfruit fresh-cut fruit and vegetable unit within the last two (2) years, we may waive the training requirement based on your experience with us.

B. Initial Franchise Fee

If you are opening a new franchise location or if you are purchasing a Snowfruit operated Snowfruit Unit location from you, you will pay us an initial franchise fee ranging from \$3,000 to \$50,000. We will determine the initial franchise fee you pay for a location based on type of Snowfruit Unit and the size of display cases in the Snowfruit Unit. We also evaluate factors such as store location (rural, suburban, urban, remote rural), demographic data, condition of store (existing, remodeled), store amenities (if it offers coffee, flowers, wine), and in-store location.

The Display Case is provided by the Store Owner. It is refrigerated and holds the fresh-cut fruits and related products that are offered for sale at your Snowfruit Unit. The larger the Display Case the greater amount of fresh-cut fruits and vegetables the Snowfruit Unit will have available for sale.

You pay the initial franchisee fee in a lump sum on signing the franchise agreement with us. This fee is not refundable.

C. Other Initial Fees Due Before Opening

Equipment and Small Wares Purchase

Prior to opening your business, you must purchase certain equipment, small wares, and supplies from approved suppliers, which include us. The cost of these items for a new location is \$3,000 to \$7,500.

Pricing Labels and Computer System and Label Printer

Prior to opening your business, you must purchase designated pricing label equipment from us or an approved supplier. The purchase price of the equipment ranges from \$999 to \$3,000 for a new location, plus shipping costs ranging from \$10 to \$100. You must also purchase pricing labels which are compatible with the label equipment. The cost of a set of labels is \$320 per box (25 rolls), for an 800-count self-adhesive labels per roll. Based on the number of products sold, the label cost will range from \$320 to \$1,280 over the first 3 months. This cost is subject to change.

Uniforms

Prior to opening your business, you must purchase from us uniforms for your employees. The cost

of the uniforms for a new location is \$80 to \$500.

Purchase of Existing Location

If you purchase a JFE operated Snowfruit Unit location from us, in addition to the initial franchise fee, we will charge you from \$1,000 to \$10,000 for the assets, equipment, and goodwill of the location, as determined by us in our discretion. You must also pay us to from \$500 to \$2,000, for training (\$500 to \$1,000) and commercial liability insurance (up to \$1,000).

Drug Test, Background Check and Tuberculosis Test

Prior to accepting you as a Snowfruit franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. Your results must be acceptable to us. You must reimburse us our cost in obtaining these tests and checks, estimated at \$250 to \$1,000.

Variance in Fees, Refundability

During our most recent fiscal year (ended March 31, 2024), we did not vary any of the initial fees disclosed in this Item 5.

None of the above fees are refundable.

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ITEM 6 OTHER FEES

Type of fee	Amount	Due Date	Remarks
Compensation to Us ¹	<p>(a) Store Owner Revenue Share: Varies between 15% and 35% of Gross Sales, depending on the Store in which your Snowfruit Unit is located, and subject to periodic adjustment by the Store Owner.</p> <p>(b) Franchisor Revenue Share: Varies between 5% and 20% of Gross Sales, subject to periodic adjustment by us.</p>	Weekly within thirty (30) days of receipt from Store Owner ¹	Our or our parent entity's agreement with the Store Owner allows them to keep a percentage of the Gross Sales (for example 25%), then we keep a percentage of Gross Sales (for example 10%), and we return the rest (for example 65%) to you, less amounts we may deduct for other charges. These percentages can vary. Also, see Note 1.
Technology Fee	Up to \$500 per month, with the right to increase the maximum fee by 10% annually ("Maximum Technology Fee"). Currently \$50 per month.	Monthly	<p>Deducted from your Gross Sales on the first day of the month on which we return Gross Sales to you. See Note 1.</p> <p>60 days prior notice before we increase or modify the fee currently charge or before imposing an annual increase in the Maximum Technology Fee.</p>
Renewal Fee	20% of the then-current franchise fee, not to exceed \$10,000	At the time of renewal	This fee is determined by us and paid when you renew your franchise agreement.
Transfer Fee	<p>\$1,000 plus our out of pocket costs and expenses (including attorneys' fees), if transferred in the 6th month of operation or thereafter</p> <p>\$1,000 deposit on the transfer fee due when you request our consent on the proposed transfer</p>	When you request our consent on the proposed transfer	Amount is charged to transferor per outlet transferred. The transfer fee is not refundable, whether or not the transfer is completed
Early Transfer Fee	<p>\$10,000, if transferred prior to the 6th month of operation</p> <p>\$10,000 deposit on the transfer fee due when you request our consent on the proposed transfer</p>	Prior to transfer	Amount is charged to transferor per outlet transferred. The deposit is not refundable, whether or not the transfer is completed

Type of fee	Amount	Due Date	Remarks
Opening Assistance Fee	Then-current per diem fee, plus travel, meals, lodging and incidental expenses of our personnel; currently \$500 per person per day	As incurred	If you request more than 1 day of opening assistance to you.
Management Fee	Then-current per diem fee, plus travel, meals, lodging and incidental expenses of our personnel; currently \$500 per person per day.	As incurred or upon our determination	If we are requested or we determine we need to operate your outlet due to default or breach, or upon the death or permanent disability of one of your owners and you do not immediately appoint a new Acting Principal.
Initial Training Fee	\$500 per person	As requested	Training you request for new or additional employees will consist of 20 hours training at corporate HQ or other location designated by us.
Ongoing Training Fee	Then-current fee; currently \$25	Monthly	For use of our mobile application for supplemental training. See Note 1. 60 days prior notice before start collecting or before we increase or modify the fee currently charged.
Additional or Remedial or Refresher Training Fee	\$500 per person, plus costs of attending	Upon demand	If we determine to be necessary, we will require additional training at corporate HQ or other location designated by us.
Commercial Liability Insurance	\$18.20 per \$1,000 of sales	Deducted weekly	You must have commercial liability insurance through our group policy. See Note 2.
Relocation Fee	The difference between the franchise fee applicable for your new location and the franchise fee you initially paid	Upon request	Payable only if your new location is in a higher category than your initial location.
Interest on Late Payments	Late fee equal to the greater of \$250 or 10% of the amount due; plus interest at the rate of 12% on the unpaid amount, or the highest amount allowed by law	Upon demand	Payable only if your payment to us is past due

Type of fee	Amount	Due Date	Remarks
Insufficient Funds Fee	10% of the check, electronic funds transfer, or other payment due	Upon demand	Payable only if your payment to us is declined due to insufficient funds.
Reimbursement for Advances	Amount of the advances we make on your behalf	10 days after notice	Payable only if we advance payments you owe to 3 rd parties.
Audit	Cost of audit, if discrepancy of 1% or more, but no less than \$500	Upon completion of audit	If we require an audit of your records due to a sales discrepancy, you will be charged if there is a discrepancy of 1% or more.
Pricing Label Change	Our cost of changing the pricing, estimated at \$500 per product, plus the cost of the labels themselves	As requested	If you desire to charge prices that are different from the pricing incorporated into our standard labels, we must reprogram and reprint the labels. You pay for our administrative cost and our cost incurred to vendors to print labels with the pricing requested.
Repair or Replacement Charges	\$30 to \$300	As incurred	This charge is payable in the event we repair or replace your computer, labeling machine, or software.
Alternative Supplier Evaluation Fee (request to approve supplier/new product)	\$1,000 per requested application, plus costs of evaluating item or supplier	As incurred	If you request us to sell non-approved product or request to purchase from a new supplier, you must pay the fee plus our expenses incurred for investigating the new supplier or product.
Inspection Fee (by us) ³	\$1,000 per unit, plus costs of inspecting your Snowfruit Unit	Upon demand	If we determine that we need to inspect your location due to suspected health violation, you must pay for the inspection and costs of remediation.

Type of fee	Amount	Due Date	Remarks
Early Termination Fee	\$15,000 plus additional expenses incurred	Upon your request	We may assess this fee if you abandon your location, cease operations, or if your franchise agreement or addendum is terminated for cause.
Default Charge	Varies: \$50 - \$1,000 per violation ⁴	As incurred	If you violate certain requirements of the Snowfruit Operating Manual and/or the franchise agreement, we will send you a notice of specific violation (the form is in the Snowfruit Operating Manual) and assess the established penalty charge which will be deducted from the amounts owed to you.
Attorneys' fees plus other expenses we incur caused by your breach	Actual costs	On demand	You will be charged for all expenses we incur to enforce our franchise agreement.
Indemnification	Actual damages, costs and expenses	On demand	Reimbursement for damages, costs, and expenses (including attorneys' fees) if you are held liable for claims as set forth in your franchise agreement.
Lost Manual Fee	\$500 per Manual	On demand	If you lose or are unable to return any Manual in its complete form to Franchisor at the expiration or termination of the Franchise Agreement, you must pay us \$500 for each Manual.
Drug Test, Background check, tuberculosis test	\$250 - \$1,000	On demand	Prior to accepting you as a Snowfruit franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. You must reimburse our cost in obtaining these tests and checks

Note 1 – These fees are uniformly imposed. All fees are non-refundable. When customers purchase products from your business, the Store Owner collects all payments. All sales are recorded by the Store Owners and then reported and forwarded to us before you receive payments. The Store Owner retains its Revenue Share out of your Gross Sales and remits the balance to us.

The Store Owner Revenue Share is negotiated between the Store Owner and us. It is a percentage that may vary from one brand of Store Owner to another, as well as within each brand, as we negotiate with the Store Owner. The Franchisor Revenue Share is also a specified percentage of your Gross Sales. The Franchisor Revenue Share is determined by us in our sole discretion. Once we establish the Franchisor Revenue Share, it is not subject to change throughout the term of your Franchise Agreement. We keep the specified percentages due to us and pay the rest to you as commission, after deducting for other charges or purchases, including amounts you owe us, our affiliates, or other suppliers for your purchase of goods and/or services including food and inventory costs, freight, and equipment fees. The percentage paid to Store Owner will vary depending on each Store Owner agreement of your location. The Store Owner holds the first payment after opening generally up to 8 weeks but may hold the first payment longer. Thereafter, payment will be paid weekly. "Gross Sales" is all revenues from your business whether payment is in cash, by debit or credit card, but does not include refunds, sales taxes and discounts.

Note 2 – We will cover your location under our group insurance policy, then deduct your portion of our premium costs calculated based on sales (current rate \$18.20 per \$1,000 of sales, but we may revise the rate from time to time as we determine). Your portion of the premium will be deducted weekly.

Note 3 – In addition, you may have to provide us free of charge reasonable quantities of ingredients, foods, beverages, inventory, and other samples for inspection and evaluation purposes.

Note 4 – Repeats of the same violation may incur doubling of the default charge.

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ITEM 7 ESTIMATED INITIAL INVESTMENT YOUR ESTIMATED INITIAL INVESTMENT FOR A NEW LOCATION

Inline, Endcap, or Island Snowfruit Unit (New Location)

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	\$3,000 - \$50,000	Cash	Upon signing franchise agreement	Us
Drug testing, criminal background check, and/or Tuberculosis testing ¹²	\$250 - \$1,000	Cash	Prior to opening	Us or Approved Supplier
Initial Training Fee for you and any proposed employee ^{1,2}	\$500 - \$1,500	Cash	Upon signing of the training agreement	Us
Travel and Living Expenses while Training	\$2,000 - \$10,000	Cash	Before and During Training	Third Party Provider (airline, hotel, etc.)
Food Manager Examination & Certification ³	\$75 - \$500 per certification	Cash	Before opening	Third Party Provider or government agency
Equipment and Small Wares Purchase Price ¹¹	\$3,000 - \$7,500	Cash	Before opening	Us or Approved supplier
Opening Food Inventory Purchase Price	\$1,000 - \$10,000	Cash	Before opening	Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price ⁴	\$1,329 - \$4,380	Cash	Before opening	Us or Approved supplier
Uniforms Purchase Price ⁵	\$80 - \$500	Cash	Before opening	Us
Licenses & Permits	\$200 - \$3,000	Cash	Before opening	Government agency
Commercial Liability Insurance ⁶	\$18 - \$1,800	Cash	Deducted weekly from your sales	Us
Workers Compensation Insurance	\$50 - \$3,000	Cash	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Technology Fee (3 months)	\$150	Cash	\$50 due Monthly	Us
Ongoing Training Fee (3 months)	\$75	Cash	\$25 due Monthly	Us
Opening Assistance ⁷	0 - \$2,000	Cash	Upon request, shortly after opening	Us
Professional Advisors	\$250 - \$5,000	Cash	As incurred	Third party providers (your attorneys, CPAs)
Additional Funds – 3 months of Operating Capital ⁹	\$12,000 - \$70,000	Cash	As incurred	Third party providers, your employees, or approved suppliers
Total Range for a New Location¹⁰	\$23,977 - \$170,405			

**YOUR ESTIMATED INITIAL INVESTMENT
FOR THE PURCHASE OF AN EXISTING
LOCATION**

Inline, Endcap, or Island Snowfruit Unit (Existing Location)

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	\$3,000 - \$50,000	Cash	Upon signing franchise agreement	Us
Assets of Existing Location ⁸	\$1,000 - \$10,000	Cash	Upon closing of the transaction	Us
Drug testing, criminal background check, and/or Tuberculosis testing ¹²	\$250 - \$1,000	Cash	Prior to opening	Us or Approved Supplier
Initial Training Fee for you and any employee ^{1, 2}	\$500 - \$1,500	Cash	Upon signing of the training agreement	Us
Travel and Living Expenses while Training	\$2,000 - \$10,000	Cash	Before and During Training	Third Party Provider (airline, hotel, etc.)
Administrative Transfer Processing Fee	\$1,000	Cash	Prior to Transfer	Us
Food Manager Examination & Certification	\$75 - \$500 per certification ³	Cash	Before opening	Third Party Provider or government agency
Ongoing Food Inventory	\$1,000 - \$7,500	Cash	As incurred	Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price ⁴	\$1,329 - \$4,380	Cash	Before opening	Us or Approved supplier
Professional Advisors	\$250 - \$5,000	Cash	As incurred	Third party providers (your attorneys, CPAs)
Commercial Liability Insurance ⁶	\$18 - \$1,800	Cash	Deducted weekly from your sales	Us
Workers Compensation Insurance	\$50 - \$3,000	Cash	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Technology Fee (3 months)	\$150	Cash	\$50 due Monthly	Us
Ongoing Training Fee (3 months)	\$75	Cash	\$25 due Monthly	Us
Additional Funds – 3 months of Operating Capital ⁹	\$12,000 - \$70,000	Cash	As incurred	Third party providers, your employees, or approved suppliers

Total Range for the Purchase of an Existing Location¹⁰	\$22,697 - \$165,905			
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Notes for all charts:

***All amounts are non-refundable unless otherwise noted.**

Note 1 – The Initial Training fee is \$500 per person who attends training. The estimate is for 1 to 3 persons attending training. The required training consists of 20 hours training at corporate HQ or other location designated by us. Training is further discussed in Item 5 and Item 11 of this disclosure document.

Note 2 – We may waive the training requirement for prospective franchisees that have previously owned, operated and/or served as a manager for a Snowfruit Unit within the last two (2) years, based on the amount of experience.

Note 3 – Food Manager certification fees may differ from state to state, and they are subject to change without notice, as they are charged by third parties.

Note 4 – The cost of a set of labels for a specific product is \$320 per box (25 rolls), for an 800-count self-adhesive labels per roll. Based on the number of products sold, the label cost will range from \$320 to \$1,280 over the first 3 months. You must purchase computer hardware and software according to our specifications. The computer system cost will range from \$999 to \$3,000, plus shipping costing from \$10 to \$100. For existing locations, we assume that you will purchase the existing label printer as part of the assets from the seller of the Snowfruit Unit. These are the current costs and counts, which are subject to change. You must purchase a label printing machine from us or from our approved supplier. The system will report data to us such as the type and number of labels printed by you, and we will have independent access to the information and data generated and stored in the system. You may be required to use preprinted labels for products you sell.

Note 5 – Our uniform consists of a uniform, hat, apron, non-slip footwear and nametag. You and all your workers should wear only Snowfruit uniforms. The cost of the uniform is \$20 each, the cost of the hat is \$5 each, the cost of the apron is \$5 each. The initial cost of non-slip footwear is approximately \$50 to \$200. You must also pay shipping charges. We will furnish you the nametag at no cost to you. These current prices are subject to change.

Note 6 – We will cover your location under our group insurance policy, then deduct your portion of our premium costs calculated based on sales (current rate \$18.20 per \$1,000 of sales, but we may revise the rate or waive your contribution from time to time as we determine). Your portion of the premium will be deducted weekly.

Note 7 – There is no charge for the first opening day, but we will charge \$400 per day for any additional assistance requested by you.

Note 8 – In addition to the initial franchise fee, the amount to purchase an existing location is the value of the location reasonably appraised by us and includes assets and goodwill. The highest end of the range of prices is based on a location that produces the highest end of weekly sales for all outlets.

Note 9 – You may need additional operating capital to pay for operating expenses such as employee payroll, inventory, products, and supplies if these costs are not covered by your commissions. This is typically the case for new businesses. These costs and the amount of commission will vary among franchisees. The amount provided is only an estimate. Your costs will depend on factors such as: how many employees you intend to hire and the prevailing wage rate; how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the number of potential customers who frequent the host Store; competition; and the sales level reached during the initial period. We based these figures on our experience in opening the various types of Snowfruit Unit in the past year.

Note 10 – The ranges provided are estimates of the initial investment for a new location and the purchase of an existing location. Your actual expenses may vary based on geographic location, your financial condition, and the terms of the business arrangements negotiated by you. As such, the amounts provided are only estimates.

Note 11 – We finance certain expenses for equipment and small wares such as thermometers, labels and uniforms. See Item 10 for additional details.

Note 12 – Prior to accepting you as a Snowfruit franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. Your results must be acceptable to us. You must reimburse us our cost in obtaining these tests and checks, estimated at \$250 to \$1,000. None of these fees are refundable even if you are not accepted as our franchisee.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You will operate your Snowfruit Unit within a Store as selected by us. You do not have to sign a lease with the Store.

Required Purchases

You must purchase or use certain goods, services, supplies, equipment, inventory, insurance, and other items related to operating your Snowfruit Unit only from our approved suppliers, which may be us or an affiliate. You may only use those fixtures, furnishings, equipment, and signs that are approved in writing by us. We may require you to purchase interior signage and display equipment only from us or our approved supplier. We may add designated suppliers or products by notice to you through additions to the Snowfruit Operating Manual.

We have developed proprietary food preparation procedures, products, sauces and recipes. To protect our System and maintain a high level of quality, we require you to buy food product and food preparation items only from suppliers authorized by us. You are required to purchase fresh fruit, fruit products, non-fruit products, cooler items, dry foods, and nonfood products such as labels, uniforms, small wares, equipment, and NSF approved carriers from our approved suppliers.

You must lease or purchase from us or another approved supplier, a label printing system designated by us to print labels for your products. Please see Item 11. All other supplies are generally required to be purchased from authorized suppliers only. Unless otherwise specified in the Snowfruit Operating Manual or by us, you can purchase certain equipment like food preparation utensils (knives, peelers) and plastic storage containers from other suppliers, such as a specialty merchant or restaurant supply store. Certain equipment such as camcarriers and fruit containers must be approved by the National Sanitation Foundation and bear the NSF logo.

We may from time to time change the products, ingredients, preparation process, mandatory menu items, and other required features of the System. Generally, we issue specifications and standards to our franchisees pursuant to the Snowfruit Operating Manual, SOP Manual, or written notices issued from time to time. Any changes or additions to those specifications are made by notice to you through modifications to the Snowfruit Operating Manual, SOP Manual or such other writings we issue in writing from time to time. As part of such standards, you must maintain your Snowfruit Unit and all equipment, fixtures and all other tangible property in clean, good and full working condition and will replace any of such equipment, fixtures or property as necessary. You may also have to cooperate with a Store Owner if it decides to remodel or upgrade your Snowfruit Unit to its current standards

and designs. The cost of the remodeling/updating is paid by the Store Owner. At all times, we have the sole right to develop all items for sale at your Snowfruit Unit, and you will not have the right to make, develop, sell or otherwise dispose of any other products from your Snowfruit Unit.

Required and Approved Suppliers

There are several third-party suppliers that are approved by us. We will provide a list of approved suppliers, which will identify the suppliers, brands, products, and items approved by us. We can revise the list from time to time. You must purchase all food products only from suppliers that are authorized and approved by us. You must also purchase certain food items and supplies, such as labels, uniforms, masks, nametags, and a daily log book, only from a designated supplier, as specified in the Snowfruit Operating Manual.

None of our officers owns an interest in any of our approved suppliers.

Approval of Alternative Suppliers

If you want to purchase any items from any source other than an approved supplier of ours, we will test and evaluate such sources when you request, but we do not have to investigate or approve an inordinate number of suppliers or products which, in our reasonable judgment, would prevent effective and economical supervision of suppliers under the System. We will approve or disapprove such sources and products based on our tests, normally within 14 to 90 days of receipt of the request. You will have to pay us an Alternative Supplier Evaluation Fee of \$1,000 plus all expenses incurred by us for investigating the new supplier or product, including laboratory testing costs. Any requested supplier must demonstrate to our reasonable satisfaction that it and its products meet our specifications. The supplier must be of good standing in the business community, and it must meet and maintain our standards, including, of quality, consistency, reliability, financial capability, and production capacity. If the supplier no longer meets those standards, we reserve the right to terminate the supplier and its authorization upon seven (7) days' notice.

Revenue from Fresh-Cut Fruit and Vegetable Franchisee Purchases

In the fiscal year ended March 31, 2024, we received \$4,726,276 from the sale of products and supplies to SNOWFRUIT franchisees, which was 7.24% of our total revenue of \$65,294,612. These figures are from our audited financial statements for our fiscal year ended March 31, 2024.

In addition, we and our affiliates have the right to receive payments from unaffiliated suppliers on account of their actual or prospective dealings with you and other franchisees and to use the amounts received without restriction (unless we or our affiliates agree otherwise with the supplier) for any purpose we or our affiliates deem appropriate.

We estimate that your expenditure for required purchases of products, equipment and supplies from us, our affiliates, or our approved suppliers will be 100% of your total initial investment and 100% of your monthly operating expenses.

Cooperatives

There are no franchisee purchasing or distribution cooperatives.

Negotiated Prices

We do not negotiate purchase arrangements with suppliers for the benefit of franchisees. Some suppliers will pay fees to us and/or our affiliates for products purchased through these negotiated agreements, and willingness to pay us and/or our affiliates fees may be a condition for approving a supplier. These fees will usually be based on an amount per case of product ordered and are expected to generally range from \$12 to \$325 per case.

Material Benefits

We do not provide any material benefits to you (for example, renewal or granting of additional franchises) based upon your purchase of particular products or services from us or use of a particular supplier.

Insurance.

You must maintain the following insurance coverages with limits that are set forth in the Franchise Agreement: commercial general liability insurance, workers' compensation, employer's liability, and other insurance to meet statutory requirements.

You must purchase commercial general liability insurance for the Snowfruit Unit under our group insurance policy and we will deduct your portion of the premium costs on a weekly basis. Your premium is calculated on the amount of sales at the Franchisee's Snowfruit Unit.

If you purchase insurance in addition to the commercial general liability insurance provided under our group insurance policy, the insurance policies must be issued by an insurance carrier or insurance carriers acceptable to us and must name JFE Franchising, Inc. as an additional insured, must contain a waiver of the insurance company's right of subrogation against us, and must provide that we will receive 30 days' prior written notice of termination, expiration, or cancellation of the policy. You must submit to us upon request a copy of the certificate of or other evidence of the renewal or extension of each insurance policy.

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ITEM 9 FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. 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 Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement Sections 1.1, 1.4, 2, 5.1; Purchase Agreement Section 1	8, 11, 12
b. Pre-opening purchase/leases	Franchise Agreement Sections 6.7, 6.8, 6.10, 6.11(k)	5, 7, 8, 10, 11
c. Site development and other pre-opening requirements	Franchise Agreement Sections 5.1, 5.7, 6.3	5, 7, 8, 11
d. Initial and ongoing training	Franchise Agreement Sections 5.2, 5.5, 5.6, 6.3; Initial Training Agreement Section 1	11
e. Opening	Franchise Agreement Sections 5.4, 6.1	11
f. Fees	Franchise Agreement Section 3; Initial Training Agreement Section 1.2	5, 6, 7
g. Compliance with standards and policies/operating manual	Franchise Agreement Sections 1.2, 1.5, 5.3, 6, 8.3	8, 11, 14, 16
h. Trademarks and proprietary information	Franchise Agreement Sections 1.2, 1.5, 5.3, 6.11(c), 9, 10; Initial Training Agreement Section 2; Purchase Agreement Section 5.2	13, 14
i. Restrictions on products/services offered	Franchise Agreement Sections 1.3, 1.4, 1.5, 1.6, 2.3, 6.7, 6.8, 6.9, 6.11(b), 8.3	8, 11, 12, 16
j. Warranty and customer service requirements	Franchise Agreement Section 6.11(c), 6.17; Purchase Agreement Section 4.6	11
k. Territorial development and sales quotas	Franchise Agreement Sections 1.6	12
l. Ongoing product/service purchases	Franchise Agreement Sections 3.7, 6.5, 6.7-6.10, 6.12	8, 11, 16
m. Maintenance, appearance, and remodeling requirements	Franchise Agreement Sections 2.4; 4.2(h); 6.11(i),(l)	8, 17

n. Insurance	Franchise Agreement Section 13.2	6, 7
o. Advertising	Franchise Agreement Sections 1.5, 3.13, 6.11(e), 6.13	6, 11
p. Indemnification	Franchise Agreement Section 13.1; Purchase Agreement Section 1.3, 6.2	6, 13
q. Owner's participation/management/staffing	Franchise Agreement Section 6.2, 6.11(n)	11, 15
r. Records and reports	Franchise Agreement Sections 3.4, 7.1	6
s. Inspections and audits	Franchise Agreement Sections 3.11, 7.2, 8.1	6
t. Transfer	Franchise Agreement Section 11	17
u. Renewal	Franchise Agreement Sections 4.2; 4.3	17
v. Post-termination obligations	Franchise Agreement Section 12.4	17
w. Non-competition covenants	Franchise Agreement Section 15	17
x. Dispute resolution	Franchise Agreement Section 16.12; Purchase Agreement Section 7.4; Initial Training Agreement Section 3(b)-(c)	17
y. Others: Guarantee of franchisee obligations	Franchise Agreement Section 14.2	17

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ITEM 10 FINANCING

We offer the following financing directly through us:

Item Financed	Source of Financing	Down Payment	Amount Financed	Term	Interest Rate	Weekly Payment	Prepay Penalty	Security Required	Liability Upon Default
Initial Franchise Fee (Note 1)	Us	\$1,500 - \$25,000	\$1,500 - \$25,000	10 weeks	None	\$150 - \$2,500	None	Personal Guaranty	Total amount due upon default; loss of franchise; attorney's fees and costs of collection
Equipment and Small Wares	Us	None	\$500 - \$7,500	10 weeks	None	\$50 - \$750	None	None	Total amount due upon default; loss of franchise; attorney's fees and costs of collection

Note 1: You can pay the Initial Franchise Fee in full or we will finance fifty percent (50%) of the Initial Franchise Fee. You will sign the standard Promissory Note that is attached to the Franchise Agreement (Exhibit B to this Disclosure Document) as Exhibit E. We do not require any parties who do not have ownership interest in the franchise to sign the Promissory Note. We lump all expenses together and deduct in one lump sum from weekly commissions we pay you.

We do not arrange for financing with any other sources. We do not receive any direct or indirect payments for placing financing with any lender.

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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 the opening of your Snowfruit Unit, we will provide you with the following:

1. If you complete your training to our satisfaction, we will find a location within a Store for your Snowfruit Unit. (Franchise Agreement § 2.1). Locations are chosen based on a number of factors, including, but not limited to, the general location, our agreement or our affiliate's agreement with a Store Owner, proximity to other Snowfruit Units, parking, size and quality of the Store, demographic information, and level of competition. A location can only be provided to you pursuant and subject to an agreement with the Store Owner, entered into by us or our affiliate, to supply the Store with a separate Snowfruit department. As such, we will not own the location and the location will not be leased. Pursuant to the applicable agreement with the Store Owner, the Store Owner may terminate the Snowfruit Unit or require adjustment to the way you operate your Snowfruit Unit. We are not required to disclose to you the terms of agreement with the Store Owner. You must comply with all rules, procedures and food safety requirements of the Store Owner set forth in the SOP Manual or otherwise by the Store Owner. You will be responsible for complying with all local ordinances and obtaining any permits required for your Snowfruit Unit. There is no time limit within which we must select or approve a location.
2. If you are buying a franchise for an existing Snowfruit Unit, we or our affiliate may sell you the equipment, furniture and inventory. Copies of the Purchase Agreement and Bill of Sale are attached as Exhibit D to this franchise disclosure document. (Purchase Agreement, §1.1).
3. We may, as necessary, assist you with obtaining the governmental approvals, licenses, permits and other permissions necessary to operate your Snowfruit Unit. You will ultimately be solely responsible for complying with all applicable laws and obtaining the necessary approvals, licenses, and permits. We do not assist you in hiring employees. (Franchise Agreement, §5.7).
4. The Store Owner will have sole control over and will be responsible for the build out, development, specifications and layouts of the Snowfruit Unit as provided. (Franchise Agreement, §5.1).
5. You must purchase from our approved suppliers any required equipment, signs, fixtures, opening inventory and supplies as set forth in the Snowfruit Operating Manual. Fixtures and signs will be installed by you, unless installed by the Store Owner. You must keep all equipment, signs, and fixtures in good repair. (Franchise Agreement §§6.7 - 6.11).
6. We will provide to you and allow you to borrow a copy of the Snowfruit Operating Manual and SOP (Standard Operating Procedures) Manual (collectively, "Operating Manuals"), that we generally furnish to franchisees for use in operating a Snowfruit Unit (Franchise Agreement § 5.3). The Operating Manuals contain mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for operation of a Snowfruit Unit and information relating to your other obligations under the franchise

agreement and related agreements. We may improve, further develop or otherwise modify from time to time our franchise system, and the Operating Manuals may be periodically modified, updated and revised. (Franchise Agreement § 5.3). The Snowfruit Standard Operating Procedures Manual for Fresh-Cut Fruit Program contains 26 pages and the In-Store Cut Fruit Program Guidebook contains 69 pages. The tables of contents for these 2 Manuals are attached as Exhibit E.

7. We will provide you opening assistance as you request, or as we determine is necessary. (Franchise Agreement § 5.4).
8. We will provide you and your employees with training as described in the “Training Program” table below, unless you already have received our training. (Franchise Agreement § 5.2).

Time Between Signing Franchise Agreement and Opening of Franchisee’s Business. If you complete your training to our satisfaction and we decide to grant you a franchise, then typically you start operating a new Snowfruit Unit within 14 to 21 days after you sign our franchise agreement. For an existing Snowfruit Unit that you purchase from us, we estimate the time from franchise agreement signing to operating is within 14 to 21 days after you sign. In some cases, delay by the Store Owner in providing the Snowfruit Unit may delay opening. You will generally be required to open within two (2) months from the date of signing the franchise agreement, or the date requested by Store Owner, whichever is earlier. (Franchise Agreement § 6.1).

Continuing Obligations. After you open your Snowfruit Unit, we will provide you with the following:

1. We will furnish such other guidance and operating assistance to you as we deem appropriate. This guidance and operating assistance may come in the form of bulletins or other written materials, telephonic consultations, and consultations at our offices or your location. Our assistance may consist of guidance with respect to (a) methods and operating procedures, (b) preparation, purchasing of ingredients, and marketing of fresh-cut fruit and related products and other approved products, materials, and supplies, and (c) the establishment and operation of administrative, sales, and general operating procedures. (Franchise Agreement § 5.5).
2. We will coordinate the Store Owner providing you the Snowfruit Unit (including the refrigerated display cases and sink), power, storage, and refrigeration (including adequate space in Store Owner’s refrigerator/freezer) to store fresh ingredients as necessary to operate the Snowfruit Unit. (Franchise Agreement §5.1).
3. We will provide you, and you must purchase from us, our affiliates, or our approved suppliers, any required equipment, signs, fixtures, opening inventory and supplies as set forth in the Snowfruit Operating Manual. Fixtures and sign will be installed by you, unless installed by the facility owner. You must keep all equipment, signs, fixtures in good repair. (Franchise Agreement §§ 6.7-6.11). For only those items provided by us directly, we will replace or refund items that do not meet our specifications, quality control procedures and formulas. (Franchise Agreement § 6.17).
4. We will provide ongoing research and development as to new food items that you will offer to your customers. We will inform you of new products that you will be required to sell. (Franchise Agreement §§ 5.5 and 6.5).

5. We will provide you management assistance as you request, or as we determine is necessary. (Franchise Agreement § 5.6).
6. We will make available for you at our discretion training programs for you and your employees. (Franchise Agreement §§ 5.2 and 6.3). We do not provide assistance in hiring employees.
7. We will provide recommended resale prices or pricing schedules and provide pricing labels conforming to the recommended pricing. You will have the right to determine your own pricing, provided however, that in the event you want to charge a price or prices that differ from the recommended pricing, then you will have to pay fees or reimburse us for fees incurred. When it is allowed by law, we will specify maximum and minimum prices for products sold at your Snowfruit Unit. (Franchise Agreement § 6.11).

Advertising. We do not have an advertising program and we are not obligated to conduct advertising on your behalf. We are not required to spend any amount on advertising in your area or territory. You are not permitted to advertise your Snowfruit Unit in any format, including, but not limited to, print, radio, television, Internet, social media, or other electronic media. (Franchise Agreement § 6.13). We may in the future designate a geographic area, defined by radius of miles from a designated location, as an advertising cooperative that you must participate in. You will be required to participate and contribute to the cooperative if your location lies within the designated area. We can set the amount (but not to exceed 1.5% of Gross Sales) you and other Snowfruit franchisees contribute to any advertising fund operated by the cooperative. There is no requirement for locations that we own to contribute to the fund. The cooperative will operate according to governing documents that we prepare or consent to. (Franchise Agreement § 3.13). We can decide who administers the cooperative. There are no current requirements for cooperatives to prepare annual or periodic financial statements. We have the power to form, change, dissolve or merge cooperatives at our discretion. You are not required to participate in any other advertising fund. There are no current advertising councils composed of franchisees that advise us on advertising policies. Franchisor-owned outlets have no voting power on fees imposed by franchisee cooperatives.

Computer System. We do not require you to buy electronic cash registers or cash systems. You will be required to use the facility owner's cash registers and systems, and all food purchases by your customers are normally handled through supermarket cash registers or the registers of the facility where your Snowfruit Unit is located. The Store Owner will provide Gross Sales data to us for your location.

You must either lease or purchase a computer system and software to print such labels and exchange data with us, according to our specifications.

Prior to opening your business, you must purchase designated pricing label equipment from us or our approved supplier. The purchase price of the equipment ranges from \$999 to \$3,000, plus shipping costs ranging from \$10 to \$100. You must also purchase pricing labels which are compatible with the label equipment. The cost of a set of labels is \$320 per box (25 rolls), for an 800-count-self-adhesive labels per roll. This cost is subject to change. None of these costs are refundable.

You must maintain the computer system and software in good repair. We may charge you for repairing or replacing your computer system and/or software. An estimate of that cost is \$30 to \$300. The

are no contractual limits on the frequency and cost of your obligation to maintain, upgrade, and update the computer systems in conformance with our directives. If implemented, the system will report data to us such as the type and number of labels printed by you, and we will have independent access to the information and data generated and stored in the system. There are no contractual limits on our right to access this information. You may be required to use preprinted labels for products you sell.

Training. Before you open your Snowfruit Unit, you must successfully complete our initial training program to our satisfaction at our headquarters in Houston, Texas, or such other location as we may designate. You must complete your initial training within 4 weeks after signing your Franchise Agreement and at least 1 week prior to opening your Snowfruit Unit. You must execute our Initial Training Agreement (Exhibit C) and pay a training fee of \$500 per person for you and any employee before training begins. Any of your employees who will prepare or handle food items must attend and successfully complete our training program. You will be responsible for all expenses to complete the initial and any additional training program, including travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by you and your employees. (Franchise Agreement §§ 5.2 and 6.3). If you have previously owned, operated and/or served as a manager for a Snowfruit fresh-cut fruit and vegetable kiosk within the prior 2 years, we may waive the training requirement based on your experience. Our initial training programs cover the following subjects:

Training Program
Initial Training Program, 20 Hours (For franchisee and any proposed manager)

Subject	Hours of Classroom Training	Hours of Training On-The-Job	Location
Snowfruit Academy Orientation and Introduction: Orientation; Class schedule; Sign-in; Provision of supplies; Quiz; Franchise basics; Document (assumption of risk and waiver of liability)	1.0 Hours	N/A	Snowfruit Academy or the location we designate
Snowfruit Training: Product preparation; fresh-cut fruit production training and evaluation.	13.5 Hours	N/A	Snowfruit Academy or the location we designate
Sanitation and Safety: daily logs; labeling products; SOP.	3.0 Hours Instructions regarding use of , daily logs, inspections; reporting; fines	N/A	Snowfruit Academy or the location we designate
Business Management & Administration: staffing; sales; labeling, record keeping; payment; taxes, operating issues	1.0 Hours	N/A	Snowfruit Academy or the location we designate
Student Evaluation: quiz & testing	0.5 Hours	N/A	Snowfruit Academy or the location we designate

Q & A and Feedback: frequently asked questions; course evaluation	0.5 Hours	N/A	Snowfruit Academy or the location we designate
Graduation Ceremony: return supplies; clean-up; chef interview completion ceremony	0.5 Hours	N/A	Snowfruit Academy or the location we designate

We provide you an initial training program that covers material aspects of operating your Snowfruit Unit. This training is offered on an as needed basis at our headquarters in Houston, Texas or at another location that we designate.

Training will be under the direction of Mr. Robert Sajgo. Mr. Sajgo has been our Snowfruit Opening & Training Director since March 2023 and was an assistant Training Director from December 2022 to March 2023. Prior to joining JFE, he worked for over 5 years in operations management and training and development for YO! Sushi Group in London, UK. He has 6 years of experience in all subjects taught as part of our initial training program.

We utilize the Snowfruit Operating Manual as the training materials.

Any new proposed manager and employees who prepare and/or handle food items at your Snowfruit Unit shall also be required to attend and complete the Initial Training Program to our satisfaction, at the then current training fee.

You and each of your employees will also be required to complete all training on food preparation and handling in accordance with the standards required by law, including but not limited to the Food Manager certification (for Franchisee and Franchisee’s managers), and the Food Handler Training (for all Franchisee employees).

In addition to the initial training program, you and your employees may be required to attend and complete all other refresher, remedial, and supplemental training or other training programs as may be required by us or the facility owner from time to time, or as required by applicable law. We charge \$500 per person for remedial training and refresher courses.

All training will be furnished at a place and time designated by us, and you will be responsible for all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by you and your employees.

All training fees for any program are nonrefundable.

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ITEM 12 TERRITORY

Our franchise agreement grants to you the right to own and operate a Snowfruit Unit at a specific location in supermarkets, grocery stores or other third-party facilities as may be determined by us. You may not operate your Snowfruit Unit at any site other than the location specified in the franchise agreement. You will not have any minimum territory. In some cases, the Store Owner may remodel or upgrade your Snowfruit Unit's appearance, layout, and/or design, and or relocate your Snowfruit Unit's location within the store. Such remodeling and/or upgrades of your Snowfruit Unit will be done at the Store Owner's cost and expense, but you must cooperate with the Store Owner with respect to such remodeling or upgrade. You may not relocate your Snowfruit Unit, unless you receive our prior written consent. The franchise agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises.

If you wish to operate more than one location, we will consider the following factors as to whether to grant you the right to operate an additional Snowfruit Unit: i) availability and suitability of another location; ii) whether you are financially able to operate more than one location, as determined in our sole discretion; iii) whether you have the resources and capability to operate more than one location as determined in our sole discretion. Additionally, you must execute an additional franchise agreement and pay any applicable fees. Unless you sign an additional franchise agreement, you will not have any right to operate such locations.

If you and we mutually agree that a new and different location is available and preferred, you and we may mutually terminate this Agreement and enter into a new franchise agreement in the form then being used by us. If you elect to terminate your existing Snowfruit Unit and obtain a new franchise at a different location, you must pay the then-current initial franchise fee we charge for the new unit.

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. Other produce businesses, including other Snowfruit Unit locations, may operate close by to your particular location. We and our affiliates reserve the right to use other methods of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales at any location regardless of the proximity to the location of your Snowfruit Unit using our principal trademarks and/or trademarks different from the ones you will use under the franchise agreement. Our affiliate has plans to use other channels of distribution to market products under our Marks. Neither we nor our affiliates are required to compensate you for any sales that we or our affiliates make through these other methods.

You are not permitted to solicit or accept orders from customers outside of your specific location. You are not permitted to use other distribution methods such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your specified location(s). You may not solicit or accept orders for the wholesale sales of any products without receiving our prior written consent.

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ITEM 13 TRADEMARKS

We are granting you pursuant to the franchise agreement the right to use the Snowfruit trademarks identified in the table below. We or our affiliates have used the name Snowfruit in the fresh-cut fruit and vegetable business with various stylings since February of 2022 without any known instance of opposition or conflicts.

Mark	Registration/Number	Registration/Application Date
SNOWFRUIT (Word Mark)	Registration Number: 7,288,739	Registration Date: January 23, 2024
 (Stylized Design Mark)	Registration Number: 7,288,740	Registration Date: January 23, 2024
JFE and logo design 	Registration Number: 4,478,159	Registration Date: February 4, 2014

We own the Snowfruit Mark and logo design and the JFE Mark and logo design, which have been registered on the Principal Register (“Snowfruit Marks”) of the United States Patent and Trademark Office (“USPTO”).

However, we do not yet have trademark registrations of our principal mark or logo design, “Snowfruit.” Applications have been filed as noted in the above table. Therefore, our trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You will receive a non-exclusive license for these trademarks as part of the franchise agreement. As of the effective date of this disclosure document, all required affidavits were filed. We intend to renew the registrations and to file all appropriate affidavits at the appropriate times required by law.

There are no effective agreements that significantly limit our rights to use or license the use of the trademarks listed in this section in a manner material to the franchise.

You must follow our rules when you use our trademarks. You cannot use a Snowfruit or JFE name or mark as part of a corporate name, and you cannot use our marks with modified words, designs, or symbols, except for those which we license to you. You may not use our trademarks in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing. In some situations, you will do business under a different name or a general

description of the product, as may be required by us. If we require, you may have to stop using our trademarks, use our marks in a limited fashion, and/or use a different mark or name as we may designate. We are not required to pay for the costs related to you using a new name or mark, and we will not be responsible for any claims related to stopping or changing your use of the name or trademark.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court; nor any pending infringement, opposition, or cancellation proceedings relating to the Snowfruit Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

You must notify us if you become aware of any potentially infringing use of our trademark. We will take action as necessary, and you will not have separate rights to do so. You must also notify us if a third-party claims that you are infringing their trademark because of the use of our trademark. If you are using our trademark in accordance with our franchise agreement, we will at our cost determine the appropriate action in order to defend or handle the claims. If you are in violation of our franchise agreement, you must pay for the costs of defense. In all cases, you will be required to cooperate with us. In all instances, we have the sole right to determine how to handle any issues related to our trademark, including litigation.

We are not aware of any superior prior rights or infringing uses that could affect your use of the principal trademark.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

As of the date of this disclosure document, we are not aware of any patents that are material to the franchise and do not have any pending patent applications that are material to the franchise. There are no material proceedings pending in the USPTO or any court.

Copyrights

We do not own rights in, or licenses to, registered copyrights that are material to the franchise and you do not receive the right to use any item covered by a registered copyright. However, we assert a common law copyright on the contents of the Operating Manuals and only you or your authorized employees can have access to and use the proprietary information in the Operating Manuals.

Our intellectual property, whether the subject of a patent, copyright or not, also is protected by common law principles which limit the use of our confidential proprietary information, except as we have licensed it. We will enforce those rights as we determine.

Proprietary Information – Confidential Operations Manual

During the term of the franchise agreement, we will loan to you our confidential Operating Manuals. The Operating Manuals are our proprietary property and you must return them upon termination of the franchise agreement or at any time at our request. You must not photocopy or keep in any form any part of the Operating Manuals without our written consent.

You must use your best efforts to keep confidential the information in the Operating Manuals, their supplements, and any other materials or information designated by us as confidential. You may not provide your employees access to the Operating Manuals without our written approval.

You must comply with all provisions in the Operating Manuals, including any supplements or amendments that we provide. You are responsible for keeping your copy of the Operating Manuals current with the latest version and updates provided by us. The provisions in our master copy will control any disputes that arise. You agree to comply with revisions to the Operating Manuals that we may make from time to time, provided the revisions do not implement new or different requirements which alter the fundamental terms and conditions of the franchise agreement.

Confidential Information/Trade Secrets

We will be disclosing to you proprietary information, trade secrets and specific know-how related to our materials, product recipes, food preparation, methods of operation of your franchise, and customer data. You must not disclose any of our proprietary rights, confidential information, trade secrets or know-how, except as authorized in the franchise agreement. You cannot use our proprietary information in any activity other than operating your franchise. You may not sell, lease, or otherwise use any customer data other than in connection with operating your franchise. You must maintain adequate security in the control, use, and handling of our proprietary materials, including, but not limited to the Operating Manuals. All your officers and employees with management responsibilities who can access our proprietary materials must sign a confidentiality agreement in substantially the form attached as Exhibit C to the franchise agreement. You must immediately notify us of any unauthorized use of our trade secrets.

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

We expect only business entities, and not individuals, to operate the Snowfruit Unit. You must designate an Acting Principal who must meet our approval. The Acting Principal must maintain a majority ownership in your business entity. The Acting Principal must participate in and complete our initial training program and any post-training programs we develop in the future and must have authority to make decisions on your behalf and bind you with respect to matters and agreements between you and us.

Your Acting Principal must personally and actively participate in the direct operation of your Snowfruit Unit. This means that the Snowfruit Unit must at all times be under direct, day-to-day, full-time supervision by your Acting Principal or a full-time manager that has the training required for the management of the Snowfruit Unit. We recommend on-premises supervision by your Acting Principal at all times. You do not have limits on who you can hire as a manager, but the Acting Principal, any manager, and any employees who prepare or handle food items must successfully complete our initial training program to our satisfaction. If your Snowfruit Unit is operated by a manager, your Acting Principal is still required to be personally and actively involved in operations and remain fully responsible for such location. Your manager does not have to have any ownership interest in your business entity), but your manager must sign a confidentiality agreement in substantially the form attached as Exhibit C to the franchise agreement.

While you are solely responsible for hiring, firing, and establishing employment policies, any of your employees who will prepare or handle food items must attend and successfully complete our training program. Additionally, you must comply with the rules, policies and guidelines of the Store and sign any code of conduct or equivalent document required by the Store, which may include policies for any individuals working in the Store. You are responsible for compliance with these policies by you, your managers, and your employees.

You must always faithfully, honestly and diligently perform your obligations under the franchise agreement, continuously exert your best efforts to promote and enhance your Snowfruit Unit and not engage in any other business or activity that conflicts with your obligations to operate the Snowfruit Unit in compliance with the franchise agreement. We may require you to send us digital photos and streaming video from your Snowfruit Unit in the frequency we request (may be daily), and in the form and manner we reasonably require. All owner(s) of your business entity must sign a personal guaranty.

ITEM 16 RESTRICTIONS ON WHAT YOU MAY SELL

We require that you offer and sell only those food products and related products approved by us. If you wish to sell other items, you must first obtain our approval in writing.

You must offer all food and other products that we designate as required for all franchises. We have the sole right to change the types of authorized products sold, and we may periodically add or delete products required to be sold at your franchise. We have the sole right to develop new products to be offered for sale. You are prohibited from removing any required products on the menu. If you wish to remove any products for sale, you must first obtain our approval in writing.

If you desire to purchase any items from any source other than an approved supplier of ours, we will at your request test and evaluate such sources and approve or disapprove such sources and

products based on our tests. You must pay us an Alternative Supplier Evaluation Fee of \$1,000 per requested application plus all expenses incurred by us for researching and evaluating the new supplier or product, including laboratory testing costs. Any proposed supplier requested must demonstrate to our reasonable satisfaction that it and its products meet our specifications, and that it is of good standing in the business community with respect to its financial capabilities and the reliability of its products and services. The proposed supplier must meet our standards, including, of quality, consistency, reliability, financial capability, and production capacity.

In the event that you offer to sell unapproved products or remove required products without obtaining our prior written permission, we may take action, including, but not limited to, terminating your franchise agreement.

You must operate your Snowfruit Unit in strict conformity with all methods, policies, procedures and standards as described in the Confidential Operations Manuals and in any other document we may provide to you. You must use your designated location inside the market only for the operation of your Snowfruit Unit. You cannot operate any other business at or from your location without our express prior written consent.

You are not permitted to solicit or accept orders from customers outside of your specific location. You are not permitted to use other distribution methods such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your specified location(s). You may not solicit or accept orders for the wholesale sales of any products without receiving our prior written permission.

You must fill orders placed by customers through all Third Party Delivery Services that your Store Owner has approved. A “Third Party Delivery Service” is a company or business through which customers purchase menu items from Franchisee’s Snowfruit Unit, that delivers said menu items to the customer at a location other than the Store where Franchisee’s Snowfruit Unit is located. Such orders will be placed through your tablet machine or other equipment we may designate.

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ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Franchise Agreement Section 4.1	Term of franchise agreement is 2 years but can be terminated earlier if the Store in which your Snowfruit Unit located ends their agreement with us.
b. Renewal or extension	Franchise Agreement Section 4.2 Franchise Agreement Section 4.3	If you meet the specified conditions outlined in this section, you can obtain a successor franchise and extend the term for additional 2 years or on such terms as set forth in the then-current franchise agreement. That franchise agreement may have materially different terms and conditions than in your original Franchise Agreement. Franchisor may offer to extend the terms of the agreement on a month-to-month basis after the expiration of a term until such time that Franchisor can lawfully offer a then current form of agreement.
c. Requirement for franchisee to renew or extend	Franchise Agreement Section 4.2	There is no automatic right to renewal or option to extend. Renewal means the extension of the term of your Snowfruit Unit for additional 2 years or on such terms as set forth in the then-current franchise agreement. Conditions include: continuous compliance with franchise agreement; compliance with Operating Manuals and specifications; proper 6 month to 12 month notice; signing then current franchise agreement, continuing right to use the facility in which your Snowfruit Unit is located; that we are granting new franchises in the U.S. at the applicable time; compliance with additional training requirements; agreement to cooperate with any remodel, upgrade or relocation, execution by you of a general release; and your payment of successor franchise fee. The successor franchise agreement and other agreements you are required to sign may contain terms and conditions materially different from those initially signed.
d. Termination by franchisee	Franchise Agreement Section 12.3	You can terminate the franchise agreement effective on 90 days' notice, or earlier if we agree.
e. Termination by franchisor without cause	Franchise Agreement Section 12.1	We cannot terminate the franchise agreement without notice of default, unless related to non-curable defaults as outlined in Section 12.2. However, your franchise agreement can be terminated earlier if the Store in which your Snowfruit Unit located ends their agreement with us.
f. Termination by franchisor with cause	Franchise Agreement Sections 12.1 and 12.2	We can terminate if we provide you with 15 days' notice of breach and you do not cure the breach within that specified period. We can terminate immediately and effective on delivery of notice upon the occurrence of certain events, such as your failure to timely begin operation, failure to pay, breach of confidentiality or non-competition terms, or

Provision	Section in Franchise or other Agreement	Summary
		your bankruptcy, among other non-curable defaults. We can consider a default of one agreement between you and us as a default of all agreements between you and us. In addition, your franchise agreement can be terminated earlier even if you are not in default if the Store in which your Snowfruit Unit located ends their agreement with us.
g. “Cause” defined – curable defaults	Franchise Agreement Sections 12.1 and 12.2	You generally have 15 days to cure a curable default, unless otherwise provided by law or otherwise specified below. For any failure to make a required payment or report or return the Operating Manuals, execute a guaranty, or comply with law, you have a cure period of 5 days. Any violation of health, safety, or sanitation laws, or rules, procedures or food safety requirements of the Store Owners, requires you to cure within 24 hours.
h. “Cause” defined – non-curable defaults	Franchise Agreement Section 12.2	Except as otherwise provided by law, non-curable defaults include: failure to begin operating the Snowfruit Unit within the time specified; any misrepresentation or failure to provide material facts by you in obtaining the franchise; any failure to use only products and supplier approved by us; breach of confidentiality, indemnity insurance or noncompetition obligations failure to complete additional training; failure to operate or abandonment of your Snowfruit Unit; loss of the right to use the Store where the Snowfruit Unit is located; curable defaults that cannot be cured in the time provided; any bankruptcy or like filing in effect more than 60 days, or any assignment for the benefit of creditors by you; you or any officer, shareholder, employee, member or agents are convicted or plead no contest to any felony that reflects unfavorably upon us; your failure to comply with transfer requirements; any dissolution of entity that is the franchisee; if you receive 2 or more default notices within any consecutive 2 year period; any unauthorized use or disclosure of or failure to return the Operating Manuals; failure to sign or violation of a confidentiality agreement; misuses or unauthorized use of any of the components of Snowfruit System or any other act which materially impair Snowfruit’s business, reputation or goodwill; any attempt to make payments to obtain improper benefits in violation of Snowfruit policies; any reasonable determination by us that your continued operation of the Snowfruit Unit would result in danger to public health or safety.
i. Franchisee’s obligations on termination/non-renewal	Franchise Agreement Section 12.4	You must immediately cease operating your Snowfruit Unit and stop using the Snowfruit Marks, trade secrets, the System, and Operating Manuals. You must also return the Operating Manuals, pay all amounts owed to us, and vacate the Store in which your Snowfruit unit was located. You must provide all necessary assistance and cooperation for the orderly wind down of your operations.
j. Assignment of contract by franchisor	Franchise Agreement Section 11.1	We can assign and transfer our rights and obligations under the franchise agreement at any time without your consent.

Provision	Section in Franchise or other Agreement	Summary
	Purchase Agreement Section 7.3 Initial Training Agreement Section 3(h)	Seller may assign this Agreement and its rights, interests or obligations hereunder to any affiliate of Seller No limitation on our right to assign.
k. “Transfer” by franchisee-defined	Franchise Agreement Section 11.2	Transfer is the voluntary or involuntary, direct or indirect, sale, assignment, transfer, or other disposition of the franchise agreement, the Snowfruit Unit, or any rights granted to you, and include the sale of an interest in any entity that you use to operate the Snowfruit Unit.
l. Franchisor approval of transfer by franchisee	Franchise Agreement Section 11.3	You must provide notice to us regarding any proposed transfer, and we can approve, disapprove, or elect to become the transferee within 60 days of receipt of certain information unless otherwise extended.
m. Conditions for franchisor approval or transfer	Franchise Agreement Section 11.4	Any consent by us to a transfer will require at least the following: you to be fully compliant under the franchise agreement and all other related agreements and current in all payment obligations including with all suppliers/trade accounts; you will continue to comply with indemnity, insurance and noncompetition provisions after a transfer; you must provide all documentation requested by us and pay a transfer fee; the transferee must submit an application and meet our qualifications; the transferee must attend, pay for and complete to our satisfaction all required training, the transferee must timely obtain all required licenses and permits; the facility owner must consent; the transferee must assume all of your obligations and sign the current franchise agreement (but with the term capped at the length of your term); you must execute a general release; the transfer must comply with all laws; your right to receive payment from the transfer comes after our right to collect money owed by you to us; and, the transferee and principals, if any, must execute all documents required by us.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Franchise Agreement Section 11.3	When you give notice to us regarding a proposed transfer, we may elect to become the transferee within 60 days of receipt of certain information, unless otherwise extended.
o. Franchisor’s option to purchase franchisee’s business	Franchise Agreement Section 11.3	When you give notice to us regarding a proposed transfer, we may elect to become the transferee within 60 days, of receipt of certain information, unless otherwise extended. Otherwise, we have no option to buy your Snowfruit Unit.
p. Death or disability of franchisee	Franchise Agreement Section 14.5	Upon the death or permanent disability of any of your owners, the executor must transfer the owner’s interest within 6 months. You must appoint an Acting Principal approved by us within 30 days from the death or permanent disability. If you are not able to immediately appoint an Acting Principal, we have the right, but not the obligation, to appoint a manager and charge a reasonable non-refundable fee for such management services.
q. Non-competition covenants during the term of the franchise	Franchise Agreement Sections 9.3; 15	During the term, you or any member of your immediate family cannot own or operate, accept employment, or hold an interest in any capacity for any quick service food business that serves fresh-cut fruit or related products in the United States. This restriction does not apply for ownership of securities traded or listed on a

Provision	Section in Franchise or other Agreement	Summary
		stock exchange that represents 1% or less of the same class of securities.
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement Section 15	After the term, you cannot own or operate, accept employment, or hold an interest in any capacity for any quick service food business that serves fresh-cut fruit or related products, within 5 miles of your former Snowfruit Unit or any franchisee or company operated Snowfruit location, for a period of 2 years.
s. Modification of agreement	Franchise Agreement Section 5.3, 6.5, 16.7 Purchase Agreement Section 7.5; Initial Training Agreement Section 3(g)	Modification requires both of us to sign in writing, but we can modify the Operating Manuals or make any changes to System in our discretion at any time. Modification requires both of us to sign in writing.
t. Integration/ merger clause	Franchise Agreement Section 16.7 Purchase Agreement Section 7.7 Initial Training Agreement Section 3(g)	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement or made prior to the franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Only the terms of the purchase agreement are binding (subject to state law) regarding the purchase of the Snowfruit Unit, if you are buying an existing location. Any representations or promises outside of the agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Only the terms of the agreement are binding and supersede and replace any prior or contemporaneous agreements. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. The provisions of section 17(t) above are subject to state law.
u. Dispute resolution by arbitration or mediation	Franchise Agreement Section 16.12	We agree to use our best efforts to settle a dispute but if we cannot resolve the dispute within 30 days of notice of dispute, we will submit to non-binding mediation. If mediation is not successful in settling the entire dispute within 30 days after the conclusion of a mediation conference, binding arbitration is required under AAA rules for all unresolved issues. However, we are <u>not</u> required to mediate or arbitrate, and can file a lawsuit in federal court, for any claim arising from your alleged infringement of our intellectual property rights. Except

Provision	Section in Franchise or other Agreement	Summary
	Purchase Agreement Section 7.4 Initial Training Agreement Section 3(c)	<p>with regard to any injunctive relief franchisor may seek, both parties agree to first make a good faith effort to settle any other disputes for 30 days before filing suit.</p> <p>If we cannot resolve a dispute within 30 days of notice from the other party of a dispute, any unresolved disputes will be submitted to binding arbitration under AAA rules.</p> <p>Disputes are not required to be mediated or arbitrated and can be brought in state or federal court sitting in the county of our principal place of business.</p> <p>The provisions of section 17(u) above are subject to state law.</p>
v. Choice of forum	Franchise Agreement Section 16.12 Purchase Agreement Section 7.4 Initial Training Agreement Section 3(b)	<p>Arbitration is required to be conducted in Harris County, Texas; any lawsuit for alleged infringement of our intellectual property rights is required to be litigated in a federal court sitting in Harris County, Texas.</p> <p>Court of law in Harris County, Texas.</p> <p>Venue of any action will be Harris County, Texas; arbitration is required to be conducted in Harris County, Texas.</p> <p>The provisions of section 17(v) above are subject to state law.</p>
w. Choice of law	Franchise Agreement Section 16.12 Purchase Agreement Section 7.4; Initial Training Agreement Section 3(b)	<p>Subject to state law, Texas law applies unless otherwise required by other state or federal laws; for any claim of infringement by you of our intellectual property rights, the United States Trademark (Lanham) Act applies.</p> <p>Texas law applies unless otherwise required by other state or federal laws.</p>

The remainder of this page is left blank intentionally.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote the 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) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Emma Deabill at 2021 Bingle Road, Houston, Texas 77055 and (713) 463-7777, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1 – Systemwide Outlet Summary for Years 2021 to 2023

The figures in Tables 1 through 4 for 2020 and 2022 are as of November 28, 2021, and November 27, 2022, our fiscal year ends for 2021 and 2022, respectively. The figures in Tables 1 through 4 for 2023 are for the fiscal year beginning November 28, 2022 and ending March 31, 2024.

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the year</u>	<u>Net Change</u>
Franchised Outlets	2021	0	0	0
	2022	0	435	+435
	2023	435	1,037	+602
Company-Owned Outlets	2021	0	0	0
	2022	0	41	+41
	2023	41	21	-20
Total Outlets	2021	0	0	0
	2022	0	431	+431
	2023	476	1,058	+582

Table 2 – Transfers of Outlets from Franchisees to New Owners 2021 to 2023

Below is a list of transfers from franchisees to new owners other than JFE Franchising, Inc.

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
Colorado	2021	0
	2022	3
	2023	22
Georgia	2021	0
	2022	1
	2023	27
Indiana	2021	0
	2022	0
	2023	7
Kansas	2021	0
	2022	0
	2023	19
Kentucky	2021	0
	2022	2
	2023	28
Louisiana	2021	0
	2022	0
	2023	3
Michigan	2021	0
	2022	0
	2023	24
Ohio	2021	0
	2022	3

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
	2023	56
Tennessee	2021	0
	2022	1
	2023	41
Texas	2021	0
	2022	4
	2023	80
Utah	2021	0
	2022	0
	2023	17
Virginia	2021	0
	2022	0
	2023	34
West Virginia	2021	0
	2022	1
	2023	6
All States	2021	0
	2022	15
	2023	274

Table 3 - Summary Status of Franchisee-Owned Outlets for Years 2021 to 2023

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by JFE</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at the End of the Year</u>
Alabama	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Colorado	2021	0	0	0	0	0	0	0
	2022	0	47	0	0	0	0	42
	2023 ¹	47	18	2	0	0	0	63
Georgia	2021	0	0	0	0	0	0	0
	2022	0	40	0	0	0	0	40
	2023 ¹	40	109	2	0	0	0	147
Idaho	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Indiana	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	5	0	0	0	0	5
Kansas	2021	0	0	0	0	0	0	0
	2022	0	16	0	0	0	0	16
	2023	16	24	0	0	0	0	40
Kentucky	2021	0	0	0	0	0	0	0
	2022	0	34	0	0	0	0	34
	2023	34	46	3	0	0	0	77
Louisiana	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Michigan	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by JFE</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at the End of the Year</u>
	2023	0	54	6	0	0	0	48
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	6	0	0	0	0	6
	2023	6	7	0	0	0	0	10
Ohio	2021	0	0	0	0	0	0	0
	2022	0	49	0	0	0	0	49
	2023	49	160	0	0	0	0	209
South Carolina	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	38	0	0	0	0	38
	2023	38	42	1	0	0	0	82
Texas	2021	0	0	0	0	0	0	0
	2022	0	119	0	0	0	0	119
	2023	119	90	1	0	0	0	209
Utah	2021	0	0	0	0	0	0	0
	2022	0	33	0	0	0	0	33
	2023 ¹	33	9	2	0	0	0	40
Virginia	2021	0	0	0	0	0	0	0
	2022	0	40	0	0	0	0	40
	2023 ¹	40	16	2	0	0	0	54
West Virginia	2021	0	0	0	0	0	0	0
	2022	0	6	0	0	0	0	6
	2023 ¹	6	2	2	0	0	0	6
Wyoming	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	1	0	0	0	2
All States	2021	0	0	0	0	0	0	0
	2022	0	435	0	0	0	0	435
	2023	435	622	22	0	0	0	1,037

Note 1 – 2 franchised outlets (1 in Texas and 1 in Utah) were terminated by the respective Store Owner and outlets were closed.

Table 4 – Summary Status of JFE–Owned Outlets¹ for Years 2021 to 2023

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired from Franchisee</u>	<u>Outlets sold to Franchisee</u>	<u>Outlets Closed</u>	<u>Outlets at the End of the Year</u>
Alabama	2021	0	0	0	0	0	0
	2022	0	1	0	1	0	0
	2023	0	0	0	0	0	0
Colorado	2021	0	0	0	0	0	0
	2022	0	10	0	8	0	2
	2023	2	2	0	4	0	0
Georgia	2021	0	0	0	0	0	0
	2022	0	24	0	15	0	9
	2023	9	4	0	8	0	5

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired from Franchisee</u>	<u>Outlets sold to Franchisee</u>	<u>Outlets Closed</u>	<u>Outlets at the End of the Year</u>
Indiana	2021	0	0	0	0	0	0
	2022	0	4	0	0	0	4
	2023	4	0	0	0	0	4
Kentucky	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	3	0	3	0	0
Kansas	2021	0	0	0	0	0	0
	2022	0	2	0	2	0	0
	2023	0	0	0	0	0	0
Michigan	2021	0	0	0	0	0	0
	2022	0	15	0	0	0	15
	2023	15	9	0	22	0	3
Ohio	2021	0	0	0	0	0	0
	2022	0	3	0	3	0	0
	2023	0	0	0	0	0	0
South Carolina	2021	0	0	0	0	0	0
	2022	0	4	0	0	0	4
	2023	4	0	0	4	0	0
Tennessee	2021	0	0	0	0	0	0
	2022	0	2	0	2	0	0
	2023	0	2	0	2	0	0
Texas	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Utah	2021	0	0	0	0	0	0
	2022	0	1	0	1	0	0
	2023	0	5	0	5	0	0
Virginia	2021	0	0	0	0	0	0
	2022	0	42	0	36	0	6
	2023	6	4	0	4	0	9
Washington	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
West Virginia	2021	0	0	0	0	0	0
	2022	0	5	0	4	0	1
	2023	1	7	0	5	0	3
Wyoming	2021	0	0	0	0	0	0
	2022	0	1	0	1	0	0
	2023	0	0	0	0	0	0
All States	2021	0	0	0	0	0	0
	2022	0	112	0	71	0	41
	2023	41	19	0	39	0	21

The remainder of this page is left blank intentionally.

Table 5 – Projected Openings as of March 31, 2024

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year¹	Projected New Company-Owned Outlet in the Next Fiscal year
<i>Alaska</i>	0	75	0
<i>Colorado</i>	0	20	0
<i>Kansas</i>	0	15	0
<i>Kentucky</i>	0	50	0
<i>Louisiana</i>	0	5	0
<i>Michigan</i>	0	5	0
<i>Ohio</i>	0	25	0
<i>Oregon</i>	0	20	0
<i>Tennessee</i>	0	10	0
<i>Texas</i>	0	5	0
<i>Utah</i>	0	25	0
<i>Virginia</i>	0	15	0
TOTAL	0	350	0

Attached to this disclosure document as Exhibit F is a list, as of March 31, 2024, of the names, addresses and telephone numbers of all (i) open and operating JFE Franchising, Inc. franchised Snowfruit outlets (1,037), and (ii) all franchisees who signed Franchised Agreements but not yet opened their outlets (0).

Attached to this disclosure document as Exhibit G is a list, as of March 31, 2024, of the contact information of every franchisee that had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with us as of March 31, 2024, or who have not communicated with us within the 10 weeks ending on the date of this disclosure document (22). In addition Exhibit H contains this list of franchisees who transferred their franchises as of March 31, 2024.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed confidentiality clauses during the last three fiscal years. We will sign confidentiality clauses with our franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

We have not created, sponsored, or endorsed any franchisee associations. There are no franchisee associations that have asked to be disclosed in our Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit I are our audited financial statements as of March 31, 2024, November 27, 2022, and November 28, 2021. Also included at Exhibit I are our unaudited balance sheet and statement of income as of January 31, 2025.

Our fiscal year end is March 31. For 2022 and 2021, our fiscal year end was the last Sunday

in November. Therefore, our most recent fiscal year began on November 28, 2022 and ended on March 31, 2024.

ITEM 22 CONTRACTS

Attached as set forth here are the following agreements regarding the franchise offering:

Exhibit B - Franchise Agreement and Exhibits (including General Release)
Exhibit C - Initial Training Agreement
Exhibit D - Purchase Agreement
Exhibit J – Disclosure Acknowledgement
Statement

The following paragraph is required by the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, as it relates to Exhibit J to this FDD, the Disclosure Acknowledgement Statement.

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

ITEM 23 RECEIPT

You will find copies of a detachable receipt at the very end of this Disclosure Document.

EXHIBIT A-1
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
STATE FRANCHISE ADMINISTRATORS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. The following are the state administrators responsible for the review, registration and oversight of franchises in these states:

California:

Commissioner of the Department of
Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

New York:

NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Flr.
New York, NY 10005-1495
(212) 416-8236

Hawaii:

Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.,
Securities Compliance Branch
335 Merchant St., Rm. 203
Honolulu, HI 96813-2921
(808) 586-2722

North Dakota:

Securities Department
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505-0510
(701) 328-4712

Illinois:

Office of the Attorney General
Franchise Division
500 S. 2nd St.
Springfield, IL 62701-1771
(217) 782-4465

Rhode Island:

Dept. of Business Regulations
Division of Securities
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920-4407
(401) 462-9527

Indiana:

Indiana Securities Division
Franchise Section
302 W. Washington St., Rm. E111
Indianapolis, IN 46204-2738
(317) 232-6681

South Dakota:

Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Maryland:

Office of the Attorney General
Division of Securities
200 Saint Paul Pl. Baltimore,
MD 21202-2020 (410) 576-
6360

Virginia:

State Corporation Commission
Div. of Securities & Retail Franchising
1300 E. Main St., 9th Flr.
Richmond, VA 23219-3630
(804) 371-9051

Michigan:

Michigan Attorney General
Consumer Protection Division
PO Box 30213
Lansing, MI 48909-7713
(517) 373-7117

Washington:

Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW Tumwater,
WA 98501-6456
(360) 902-8760

Minnesota:

Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101-3165
(651) 539-1600

Wisconsin:

Securities Division
201 W. Washington Ave., Ste. 300
Madison, WI 53703-2640
(608) 266-8557

EXHIBIT A-2
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a franchise in some of or all the following states, in accordance with applicable state law. If we register the franchise (or otherwise comply with the franchise investment laws) in any of these states, we will designate the following state offices or officials as our agents for service of process in those states:

California:

Commissioner of the Department of
Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

New York:

New York Secretary of State
One Commerce Plaza
99 Washington Ave., 6th Flr.
Albany, NY 12231-0001 (518)
473-2492

Hawaii:

Hawaii Commissioner of Securities,
Dept. of Commerce and Consumer
Affairs, Business Registration Div.
335 Merchant St., Rm. 205
Honolulu, HI 96813
(808) 586-2744

North Dakota:

North Dakota Securities Commissioner
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505
(701) 328-4712

Illinois:

Illinois Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Rhode Island:

Director, Rhode Island Department of
Business Regulations
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

Indiana:

Indiana Secretary of State
200 W. Washington St., Rm. 201
Indianapolis, IN 46204
(317) 232-6681

South Dakota:

Division of Insurance
Securities Regulation
124 S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Maryland:

Maryland Securities Commissioner
200 Saint Paul Pl.
Baltimore, MD 21202
(410) 576-6360

Virginia:

Clerk, Virginia State Corporation Commission
1300 E. Main St., 1st Flr.
Richmond, VA 23219
(804) 371-9733

Michigan:

Michigan Corporation & Securities Bureau
Department of Commerce
6546 Mercantile Way
Lansing, MI 48911
(517) 373-7117

Washington:

Dept. of Financial Institutions
Securities Division – 3rd Flr.
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

Minnesota:

Minnesota Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101
(651) 539-1600

Wisconsin:

Administrator, Wisconsin
Division of Securities
201 W. Washington Ave.
Madison, WI 53703
(608) 261-9555

EXHIBIT B
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT AND EXHIBITS (INCLUDING GENERAL RELEASE)

(Snowfruit)

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, Texas 77055 (“Franchisor”), and _____, whose address is _____ (“Franchisee”).

RECITALS

A. Franchisor and/or its affiliates have developed distinctive business systems, operating formats, methods, procedures, menu, recipes, trade dress, designs and marketing standards and formats, all of which Franchisor may improve, further develop or otherwise modify from time to time (collectively, the “System”) using the trademark “SNOWFRUIT” (and other associated names) (collectively, the “Snowfruit Marks”) for the operation of fresh-cut fruit and vegetable units that are operated as departments within supermarkets, grocery stores, and other third party facilities. For purposes of this Agreement, an “affiliate” of a person is anyone controlling, controlled by, or under common control with the specified person.

B. Franchisor owns a license to operate, and grant franchises to third parties to operate, Snowfruit Units using the System.

C. Franchisee desires to be granted a franchise to operate a Snowfruit Unit using the System, and Franchisor is willing to grant a franchise to Franchisee, on the terms and conditions of this Agreement.

D. Franchisee will operate a Snowfruit Unit using the System, all in accordance with and subject to the terms of this Agreement and the high standards of quality and service associated with the System.

NOW, THEREFORE, in consideration of the matters recited above, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee agree as follows:

1. Grant of Franchise.

1.1 Franchise to Operate Snowfruit Unit. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the non-exclusive right and license to use the System and Snowfruit Marks to operate a fresh-cut fruit and vegetable unit (the “SNOWFRUIT Unit”) located as a department within a supermarket, grocery store, or other facility identified in Exhibit A (the “Location”). This Agreement authorizes and requires Franchisee to engage only in the sale of products authorized by Franchisor. Franchisee agrees at all times to faithfully and diligently perform its obligations under this Agreement and to continuously exert best efforts to promote and enhance the business and goodwill associated with the System.

1.2 Use of System and Snowfruit Marks. Franchisee acknowledges that Franchisor or its affiliates are the sole and exclusive owners of the entire right, title and interest in and to the System, the Snowfruit Marks, and all other proprietary items and systems related to the System. Franchisee will have no right to use the System or other proprietary items and systems of Franchisor or its affiliates, or any Snowfruit Mark or any other name, trademark or service mark of Franchisor or its affiliates, except in accordance with this Agreement or with Franchisor’s prior

written consent. Franchisee will not take any actions inconsistent with the proper operation of the System or with Franchisor's or its affiliate's ownership of the Snowfruit Marks and System. All additions, improvements, and other changes to the System, however derived, will be the sole property of Franchisor or its affiliates.

1.3 Limitations. Franchisor grants Franchisee no rights other than the rights expressly stated in this Agreement. Franchisee will have no right to use the System, any Snowfruit Mark or other items proprietary to Franchisor or its affiliates, or use any other name, trademark or service mark in the operation of the Snowfruit Unit or at any other location, or for any other purpose, except in accordance with this Agreement. Franchisee may not operate the Snowfruit Unit at any site other than the Location. Except as expressly set forth herein, Franchisee does not have the right to use any other methods of distribution or any distribution outside of the Snowfruit Unit. Franchisee will not engage in wholesale distribution of sales of goods or services of any kind. Nothing in this Agreement gives Franchisee: (i) the right to sublicense the rights granted herein or any component thereof to others, (ii) an interest in Franchisor or the right to participate in Franchisor's business activities or opportunities, or (iii) any rights in any intellectual property of Franchisor or its affiliates, except for the license expressly set forth in this Agreement. Franchisee understands and agrees that this Agreement does not grant Franchisee any implied or preferential right of any kind to acquire an additional franchise.

1.4 Internet and Web Sites. Franchisee is prohibited from maintaining its own website promoting the Snowfruit Unit, or otherwise from maintaining a presence or advertising the Snowfruit Marks or any variation thereof in any domain name. Franchisee will not develop, participate in, or use in any manner any computer or electronic medium (including any Internet webpage, e-mail address, website, domain name, bulletin board, social networking sites or apps such as Facebook, Instagram, Twitter, Pinterest, and Gplus, or other Internet-related medium or activity) which in any way uses or displays the Snowfruit Marks, or any confusingly similar words, symbols or terms, or any other of Franchisor's intellectual property, without Franchisor's prior written consent, and then only in such manner and in accordance with Franchisor's policies. Franchisee acknowledges that Franchisor or its affiliates are the owner of all right, title and interest in and to such domain names as Franchisor will designate in the Operating Manuals set forth in Section 5.3 of this Agreement. Franchisee shall disable and remove any Internet-related medium in violation of Franchisor's policies within five (5) days of Franchisor's request.

1.5 Nonexclusive; Reservation of Rights. Franchisee acknowledges and agrees that the grant of the franchise to Franchisee under this Agreement does not constitute a grant of an exclusive area or territory in which Franchisee can operate the Snowfruit Unit. Franchisor and its affiliates reserve the right to sell, market and/or distribute any goods or services of any kind, including the products sold through the System, either directly or through others, through any retail, wholesale or other channel of distribution. Franchisor and its affiliates reserve the right to use other methods of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales at any location regardless of the proximity to the location of Franchisee's Snowfruit Unit using the JFE trademarks and/or trademarks different from the ones Franchisee uses under this franchise agreement. Neither Franchisor nor its affiliates are required to compensate Franchisee for any sales that Franchisor or its affiliates make through these other methods.

2. Location.

2.1 Initial Location. Franchisee will operate a Snowfruit Unit only at the specified Location within a supermarket, grocery store or other facility, as determined by Franchisor and as set forth in Exhibit A. The parties expressly acknowledge and agree that the selection of any Location by Franchisor will not be deemed a guarantee or representation that the Snowfruit Unit will be successful or meet expectations as to potential revenue. Franchisee must use the Snowfruit Unit within the Location only for the operation of the Snowfruit Unit. Franchisee will not operate any other business at or from the Snowfruit Unit without Franchisor's express prior written consent.

2.2 Acknowledgement. Franchisee acknowledges that the Location is in a supermarket, grocery store or other facility ("Store") owned, leased, and/or operated by a third party ("Store Owner"). Franchisee further acknowledges that Franchisor's right to grant a franchise at the Location is subject to an agreement between Store Owner and Franchisor or its affiliate to provide fresh-cut fruit and vegetables and related products for sale within the Store ("Store Agreement"). Franchisee understands and acknowledges that the Store Owner may object to or require adjustments to Franchisee's operation of the Snowfruit Unit, and that the Store Owner may terminate the Store Agreement at any time and upon short notice. Franchisee acknowledges and agrees that termination of the Store Agreement by the Store Owner may result in the termination of this Agreement.

2.3 Relocation. Franchisee may not relocate the Snowfruit Unit within the Store or to a new location without Franchisor's prior written consent, which may be withheld for any or no reason. If Franchisee's right to use the Location and operate within the Store terminates for reasons other than Franchisee's breach and/or Franchisee's fault (for example, Store Owner terminates the Store Agreement for no cause or Franchisor terminates the Store Agreement for cause), Franchisor may, upon Franchisee's request and at Franchisor's sole discretion, make reasonable efforts to relocate the Snowfruit Unit to a new location selected by Franchisor at Franchisee's sole expense. Franchisee acknowledges that relocation may not be possible before the expiration of this Agreement, or at all, and that any new location proposed may not be the same in criteria as the prior location.

2.4 Remodeling. Franchisee acknowledges and agrees that Store Owner may remodel or upgrade the Snowfruit Unit's appearance, layout, and/or design, and/or relocate the Snowfruit Unit's location within the Store to satisfy Store Owner's then current standards. Such remodeling and/or upgrades of the Snowfruit Unit will be done at Store Owner's cost and expense, and Franchisee agrees to fully cooperate with Store Owner with respect to such remodeling or upgrade.

2.5 New Location. If Franchisor and Franchisee mutually agree that a new and different location is available and preferred, the parties may mutually terminate this Agreement and enter into a new franchise agreement in the form then being used by Franchisor. If Franchisee elects to terminate the existing Snowfruit Unit and obtain a new franchise, Franchisee will be responsible for the payment of the then-current initial franchise fee applicable to the new unit.

3. Fees and Payments.

3.1 Initial Franchise Fee. In consideration of the franchise and license granted to Franchisee pursuant to this Agreement, Franchisee will pay to Franchisor in full simultaneously

with the execution of this Agreement an initial franchise fee as set forth in Exhibit A (the “Initial Franchise Fee”). The Initial Franchise Fee will not be credited against or cause the waiver of payment of any fees, royalties, or other payments required under this Agreement or any other agreement between Franchisor and Franchisee. The Initial Franchise Fee is fully earned when paid and no portion of it is refundable under any circumstances, except as set forth in Section 3.1(a) of this Agreement.

(a) Proration of Initial Franchise Fee upon Relocation. In the event Franchisor relocates Franchisee’s Snowfruit Unit to a new Store, or new location within the same Store, and the new location places the Snowfruit Unit in a lower fee category (as determined by the formula set forth in the franchise disclosure document provided in conjunction with this Agreement), Franchisor reserves the right to issue Franchisee a prorated refund of the Initial Franchise Fee over the remaining term of this Agreement based on the difference between the Initial Franchise Fee and the franchise fee associated with the lower fee category. Should such relocation place the Snowfruit Unit in a higher fee category (as determined by the formula set forth in the franchise disclosure document provided in conjunction with this Agreement), Franchisor reserves the right to charge Franchisee a prorated franchise fee, in addition to the Initial Franchise Fee, over the remaining term of this Agreement, based on the difference between the franchise fee associated with the higher fee category and the Initial Franchise Fee.

3.2 Compensation to Franchisor. In consideration of the franchise and license granted to Franchisee pursuant to this Agreement, beginning on the date the Snowfruit Unit is open for business (the “Opening Date”) and for the remainder of the Term, in accordance with Section 3.3 of this Agreement, Franchisor will retain as “Franchisor Compensation,” without offset, credit or deduction of any nature, a percentage (subject to periodic adjustment by Franchisor, but always not less than 5% nor more than 20%) of the Gross Sales of the Snowfruit Unit. All Franchisor Compensation pursuant to this Section 3.2 will be retained on a weekly basis.

(a) Gross Sales Defined. For purposes of this Agreement, “Gross Sales” will mean the total gross receipts and revenues for the specified period from all products and/or services sold at or from the Snowfruit Unit, as applicable) whether payment is in cash, by debit or credit card, but excluding all refunds, sales taxes and discounts.

3.3 Compensation to Franchisee; Method of Payment. (i) all Gross Sales of the Snowfruit Unit will be made directly to the Store Owner under the System and recorded on the Store Owner’s point of sale system or cash registers and reported by Store Owner to Franchisor; (ii) after Store Owner deducts a percentage (subject to periodic adjustment by Store Owner, but always varying between 15% and 35%) of Gross Sales (“Store Owner Compensation”), the remaining Gross Sales will be forwarded to Franchisor; (iii) Franchisor will then deduct the Franchisor Compensation under Section 3.2 of this Agreement; and (iv) no later than forty-five (45) days of the receipt of sums from Store Owner, Franchisor will then remit to Franchisee (generally, on a weekly basis) as a “Weekly Franchisee Commission”, the remainder of the Gross Sales after deducting outstanding payments, if any, due to Franchisor or its affiliates for the purchase of goods and/or services, including but not limited to food and inventory costs, freight, and equipment fees or for installments on a Promissory Note between Franchisor and Franchisee (such amounts will generally be deducted as a lump sum). Notwithstanding the foregoing, the first payment of Weekly Franchisee Commissions may be remitted to Franchisee up to eight (8) weeks

after the Opening Date, or a longer time as such sums are held by the Store Owner. As soon as practicable, Franchisor will notify Franchisee by email or otherwise in writing of any periodic adjustments made by Store Owner to the Store Owner Compensation described in subparagraph 3.3(ii) above, or periodic adjustments made by Franchisor to the Franchisor Compensation described in subparagraph 3.2 above. Franchisor reserves the right to modify and alter the method of payment described herein at any time. Notwithstanding anything to the contrary, Franchisor's sole obligation will be to remit to Franchisee the agreed upon portion (as set forth in this Agreement) of Weekly Franchisee Commissions based on the actual amounts received from Store Owner by Franchisor.

3.4 Sales Data. Franchisor will provide to Franchisee a weekly statement setting forth the Gross Sales within forty-five (45) days after the receipt of the sales statement provided by Store Owner or third party, which shall set forth the Store Owner Compensation and Franchisor Compensation, respectively, and the amounts deducted pursuant to Section 3.3. In the event the sales and revenue recorded by Franchisee is different or conflicts with that provided by Store Owner, the records of Store Owner will control. Franchisee will notify Franchisor within fifteen (15) days of any discrepancy in the sales and revenue records between its records and that of Store Owner. Further, in the event of any discrepancy, Franchisee will not contact Store Owner with any complaints or inquiries but will submit all inquiries to Franchisor for handling.

3.5 Late Payments. If Franchisee fails to pay any amount to Franchisor or its affiliates by the date payment is due, Franchisee may be charged (a) a late charge equal to 10% of the amount of the payment due, to cover Franchisor's increased expenses, or \$250, whichever is higher, plus (b) interest on the amount unpaid in accordance as set forth herein, imposed from the date payment was due until the entire sum, late charge, and accrued interest is paid in full. Interest on all amounts due by Franchisee to Franchisor or its affiliates that are not paid when due will bear interest at the rate of 12%, or the highest amount allowed by law, whichever is lower. If any check, electronic funds transfer, or other payment by Franchisee is returned by its bank (for insufficient funds or any other reason), Franchisee will pay Franchisor an insufficient funds fee in the amount of 10% of the check, electronic funds transfer, or other payment to reimburse Franchisor for the extra costs of collecting the amounts due, to the maximum extent allowed by law. Franchisee understands and agrees that the late charges do not constitute an agreement by Franchisor to accept any payment after the date payment is due or a commitment by Franchisor to extend credit to, or otherwise finance, the Snowfruit Unit, and that Franchisee's failure to pay all amounts when due will constitute grounds for termination of this Agreement notwithstanding Franchisee's obligation to pay a late charge.

3.6 Application of Payment. Notwithstanding any designation made by Franchisee, Franchisor will have the right to apply any Gross Sales sums received from Store Owner toward any past due payment obligations Franchisee may owe to Franchisor or its affiliates pursuant to this Agreement, including any reimbursement of payments to suppliers to whom Franchisor has made payment on Franchisee's behalf. Franchisee acknowledges and agrees that Franchisor has the right to offset any amounts Franchisee owes to Franchisor under any agreement between Franchisor and Franchisee. Franchisor will forward to Franchisee the amounts remaining after such deductions.

3.7 Responsibility. Franchisee will pay Franchisor or its affiliates for certain proprietary food items, raw materials, supplies, equipment, paper products, signage and other consumable and non-consumable merchandise required to be purchased from Franchisor or its affiliates. Franchisee will be solely responsible for the payment of all costs and expenses arising out of Franchisee's obligations under this Agreement and the operation of the Snowfruit Unit, including without limitation all salaries and wages of employees and all taxes and assessments made in connection with such matters. Franchisee acknowledges and agrees that in some cases, Store Owner may require that the Franchisee utilize employees employed directly by Store Owner to work at the Snowfruit Unit. In such cases, if Store Owner requires Franchisor to reimburse Store Owner for such employees, Franchisor will have the right to deduct such payments from the amounts due to Franchisee.

3.8 Reimbursement of Advances. Franchisee will promptly reimburse Franchisor for all amounts, if any, which Franchisor may advance or that Franchisor has paid on Franchisee's behalf to any third party. In any event, Franchisee will reimburse Franchisor no more than ten (10) days after notice.

3.9 Withholding. All amounts due under this Agreement will be net of any amounts withheld or deducted by governmental or other authorities, whether as taxes, exchange controls or otherwise. Franchisor may directly deduct from the Weekly Franchisee Commissions or require that Franchisee pay Franchisor the amount of any state or local sales, use, gross receipts, or similar tax that Franchisor may be required to pay on payments which Franchisee makes to Franchisor under this Agreement. This provision will not apply to income taxes or comparable taxes measured by income to which Franchisor may be subject. Franchisee agrees to indemnify and hold Franchisor and its officers, directors, employees, agents and affiliates, and the officers, directors, employees and agents of Franchisor's affiliates harmless against any claims or losses resulting from Franchisee's failure to comply with any tax or other similar obligation.

3.10 Default Charge. Notwithstanding any other rights and remedies available to Franchisor, in the event Franchisee or its employee or agent violates certain requirements of the Operating Manuals, Franchisor will have the right to assess default charges as specified in the Operating Manuals (currently ranging from \$50 to \$1,000 for each violation), as may be amended by Franchisor. Repeats of the same violation may incur doubling of the default charge. Such default charges may be deducted from the amounts to be paid to Franchisee pursuant to Section 3.3.

3.11 Inspection Fee. Notwithstanding any other rights and remedies available to Franchisor, in the event Franchisor determines that it needs to inspect the Snowfruit Unit due to an alleged breach of this Agreement, default under the Operating Manuals, and/or a suspected health violation, Franchisee will pay for the costs inspection (with a minimum inspection fee of \$1,000), and the costs of remediation as may be determined by Franchisor. If Franchisor determines in its sole discretion that a laboratory test is required to test the quality, safety and freshness of the products sold at the Snowfruit Unit, Franchisor will have the right to assess a testing fee of up to \$1,000 for each sample tested. Franchisee will cooperate fully with

Franchisor's inspections and promptly cure all deviations from Franchisor's standards, specifications and operating procedures of which Franchisee is notified either orally or in writing.

3.12 Management Fee. If Franchisor determines in its sole discretion that Franchisor is required to temporarily operate the Snowfruit Unit in order to remedy a breach of this Agreement, default under the Operating Manuals, and/or a suspected health violation, Franchisee will pay a management fee of \$400 per person (of Franchisor personnel) per day, for as long as may be reasonably required by Franchisor.

3.13 Advertising Cooperative Fee. Franchisor may, in the future, designate a geographic area for the implementation of a cooperative advertising program. If Franchisor establishes an advertising cooperative fund in a geographic area that covers the Location and the Snowfruit Unit, Franchisee will be required to participate and contribute in accordance with the procedures adopted by Franchisor (not to exceed 1.5% of Gross Sales). Franchisor will give Franchisee at least fifteen (15) days written notice before Franchisee's first payment of advertising cooperative fees is due.

3.14 Early Termination Fee. Notwithstanding any other rights and remedies available to Franchisor, in the event: (i) Franchisee ceases operations of the Snowfruit Unit, (ii) Franchisee abandons the Location, or (iii) this Agreement or any addendum thereto is terminated for cause before the end of the Agreement, Franchisor will have the right to assess an early termination fee of \$15,000 for each location, plus any additional costs and expenses incurred by Franchisor in connection with the termination. Franchisor's assessment of this early termination fee will not constitute a waiver of any other rights, and nothing contained herein will be construed to impair or to restrict Franchisor's right and remedies or to preclude any procedures or process otherwise available to Franchisor.

3.15 Technology Fee. Franchisor reserves the right to charge you a technology fee ("Technology Fee" of up to Five Hundred Dollars (\$500.00) per month ("Maximum Technology Fee"). Franchisor reserves the right to increase the Maximum Technology Fee by ten percent (10%) per year. Franchisor reserves the right to determine how and for what purposes the technology fees will be used, which may include covering Franchisor's costs or paying fees to third party providers for technology development, maintenance, and usage for the franchise system, and subscription and license fees paid by Franchisor in order for franchisees to have access to and use certain technology tools. The Technology Fee shall be paid at times, in the manner, and in amounts as Franchisor designates. Franchisor will give Franchisee at least sixty (60) days written notice before increasing or decreasing the Technology Fee or in imposing an annual increase in the Maximum Technology Fee.

3.16 Ongoing Training Fee. Franchisor reserves the right to charge you a monthly fee for your use of a mobile application for ongoing supplemental training. The Ongoing Training Fee shall be paid at times, in the manner, and in amounts as Franchisor designates. Franchisor will give Franchisee at least sixty (60) days written notice before increasing or decreasing the Ongoing Training Fee.

4. Term.

4.1 Term. The initial term of this Agreement (the “Initial Term”) will commence on the Effective Date and continue until the earlier of: (i) two (2) years from the Effective Date, unless otherwise specified in Exhibit A, or (ii) the expiration or termination of this Agreement for any reason, including the expiration or termination of the applicable Store Agreement.

4.2 Conditional Right to Extend. At the end of the Initial Term, Franchisee will have the right to extend the term of this Agreement and acquire a successor franchise to continue operating the Snowfruit Unit for one term of two (2) years, or on such terms as set forth in Franchisor’s then-current franchise agreement form (the “Extension Term”), but only if all of the following conditions have been met:

(a) Franchisee has fully and continuously complied with this Agreement and all other agreements with Franchisor or its affiliates related to the franchise and/or the Snowfruit Unit, in each case without any defaults,

(b) Franchisee has maintained the Snowfruit Unit in full compliance with Franchisor’s requirements and policies, including the Operating Manuals, and all other specifications and standards set forth by Franchisor from time to time,

(c) Franchisee has given Franchisor written notice of Franchisee’s election to acquire a successor franchise at least six (6) months, but not more than twelve (12) months, before the end of the Initial Term of this Agreement.

(d) Franchisee shall, at Franchisor’s option, execute the then-current form of the franchise agreement used by Franchisor, which may contain terms and conditions materially different from those set forth in this Agreement, and such additional documents as Franchisor may reasonably require,

(e) Franchisor’s existing Store Agreement with Store Owner allows Franchisee to maintain use of the Location,

(f) Franchisor must be granting new franchises in the United States at the time when Franchisee is permitted to exercise each its rights under this Section,

(g) Franchisee has complied with any additional training requirements which Franchisor may reasonably impose, including timely payment of the charges set forth in this Agreement, and for which Franchisee will be responsible for all travel, meals, lodging and other expenses of Franchisee’s personnel,

(h) Franchisee has (i) cooperated or agrees to cooperate with any remodel or upgrade of the Snowfruit Unit’s appearance, layout and/or design or location within the Store by Store Owner; or, (ii) agreed to relocate the Snowfruit Unit to a substitute location that Franchisor has approved, and develop a new Snowfruit Unit location in accordance with Franchisor’s requirements.

(i) Franchisee has executed a general release in a form substantially the same as Exhibit D with respect to all potential claims arising out of this Agreement; and

(j) Franchisee has paid a non-refundable successor franchise fee equal to twenty percent (20%) of the initial franchise fee that Franchisor is then charging for a new franchise in the state where the Snowfruit Unit is located (“Successor Franchise Fee”) (Franchisor

may charge a lower successor franchise fee, provided that such adjustment will be equally applied to all similarly situated Snowfruit franchisees). Notwithstanding the foregoing, in no event shall the Successor Franchise Fee be greater than Ten Thousand Dollars (\$10,000.00).

Except as set forth herein, Franchisee will have no right or option to extend or renew the term of this Agreement. There is no right to renew this particular form of agreement. Franchisor grants the opportunity to extend the ability to operate the Snowfruit Unit by signing a new franchise agreement for the same Location upon the terms and conditions specified here.

4.3 Month to Month Extension. If Franchisor is not granting new franchises, or is in the process of revising, amending or renewing its franchise disclosure documents or registration to sell franchises in the state where the Snowfruit Unit is located, or, under applicable law, Franchisor cannot lawfully offer Franchisee its then-current form of the franchise agreement at the time of renewal, Franchisor may, in its sole discretion, offer to extend the terms and conditions of this Agreement on a month-to-month basis following the expiration of the Initial Term (or Extension Term, as applicable) for as long as Franchisor deems necessary so that Franchisor may lawfully offer its then-current form of franchise agreement.

4.4 Expiration. If any of the above conditions for extension is not timely satisfied, this Agreement will expire on the last day of the Initial Term (or Extension Term, as applicable) without further notice from Franchisor, provided, however, Franchisee will remain responsible for complying with all provisions of this Agreement which expressly, or by their nature, survive the expiration or termination of this Agreement.

5. Franchisor Obligations.

5.1 Location Selection and Plans. Franchisor will provide Franchisee with the Location of Franchisee's Snowfruit Unit, in accordance with the terms of the Store Agreement, if any. The parties agree that the Store Owner will have sole control over and will be responsible for the build out, development, specifications and layouts of the Snowfruit Unit as provided. The Store Owner will provide the Snowfruit Unit (including the refrigerated display cases and sink), power, storage, and refrigeration (including adequate space in Store Owner's refrigerator/freezer) to store fresh ingredients as necessary to operate the Snowfruit Unit.

5.2 Training. Prior to the Opening Date, Franchisor will offer an initial training program (the "Initial Training Program") to Franchisee as provided in Franchisor's current Initial Training Agreement, which must be completed to Franchisor's satisfaction by Franchisee (or if Franchisee is a corporation or limited liability company, all principals of Franchisee) any proposed manager of the Snowfruit Unit, and any employees of Franchisee who prepare or handle food items. The Initial Training Program for Franchisee (or its principals) and managers, if any, will consist of 20 hours of training provided over a 1-week period and will be \$500 per person. After the Opening Date, Franchisor will provide additional initial training for any new proposed manager of Franchisee as may be requested by Franchisee, at the then current training fee. Franchisor may also provide such other training and follow up informational programs as may be determined by Franchisor from time to time, or as required by applicable law.

5.3 Operating Manuals. Franchisor will provide to Franchisee during the term of this Agreement access to Franchisor's confidential operating manuals (collectively, the "Operating Manuals"), containing the specifications, standards and operating procedures prescribed by

Franchisor for the System. The Operating Manuals may consist of one or more handbooks or manuals, and will include one set of “Standard Operating Procedures” (“SOP Manual”), one “Operating Manual for JFE Franchise” (“JFE Operating Manual”), and “One Food Playbook.” Franchisor will loan one hard copy of the Operating Manuals to Franchisee. Franchisee must keep the Operating Manuals confidential and current, and the master copy of the Operating Manuals maintained by Franchisor at its principal office will control in the event of a conflict related to the contents of the Operating Manuals. Franchisor may add to, delete from, or otherwise modify, the Operating Manuals to reflect any changes in authorized products and services and the specifications, standards, and operating procedures of the System, provided that no addition, deletion, or modification may alter Franchisee’s fundamental status and rights under this Agreement. The Operating Manuals and all amendments to the Operating Manuals (and copies thereof) are, and at all times will remain, the sole property of Franchisor. Franchisee will return the Operating Manuals within seven (7) days of any expiration, termination or an assignment of this Agreement, or immediately upon request by Franchisor. In the event Franchisee loses or is unable to return any Manual in its complete form to Franchisor at the expiration or termination of this Agreement, Franchisee will pay Franchisor a Lost Manual Fee of \$500 for each Manual it loses or is unable to return in complete form.

(a) Franchisee will treat all information contained in the Operating Manuals as confidential, and will keep the information secret. Franchisee will not, without Franchisor’s prior written consent, copy, duplicate, record or otherwise reproduce the Operating Manuals, in whole or in part, or otherwise loan or make it available to any person not required to have access to its contents in order to carry out his or her employment functions. To the extent that the Operating Manuals are furnished in a printed “hard” copy rather than electronically, Franchisee will only grant authorized personnel access to the Operating Manuals and take adequate precautions to ensure that the Operating Manuals are kept in a locked receptacle at the Location when not in use by authorized personnel. To the extent that the Operating Manuals are furnished in electronically or in an equivalent format, Franchisee will only share the access password with authorized personnel. Franchisee will promptly notify Franchisor if any volume or part of its Operating Manuals that are maintained in a tangible media is lost or destroyed for any reason. In that event, the Lost Manual Fee will be charged.

5.4 Opening Assistance. At Franchisee’s request, Franchisor will send one or more individuals to assist in opening the Snowfruit Unit for a total of one (1) day on or around the Opening Date at Franchisor’s cost, provided however, that Franchisee will be responsible for reimbursing it for any and all costs incurred as a result of Franchisee’s failure to meet with Franchisor on the date scheduled. If Franchisee requests more than one (1) day of assistance, Franchisee will pay the then-current per diem onsite assistance fee, including all costs of travel, meals, lodging and incidental expenses of Franchisor’s personnel.

5.5 Operating and Ongoing Assistance. In addition to the Operating Manuals, Franchisor will furnish such other guidance and operating assistance to Franchisee as Franchisor considers appropriate in its sole discretion. This guidance and operating assistance may come in the form of bulletins or other written materials, telephonic consultations, and consultations at the offices of Franchisor or at Snowfruit Unit (the latter may be provided in conjunction with an inspection of Snowfruit Unit). Franchisor’s operating assistance may consist of guidance with respect to (i) methods and operating procedures utilized under the System, (ii) preparation,

purchasing of ingredients, and marketing of fresh-cut fruit and vegetables and related products as well as other approved products, materials, and supplies, and (iii) the establishment and maintenance of administrative, sales, and general operating procedures for the proper operation of a Snowfruit Unit.

5.6 Management Assistance. If requested by Franchisee prior to the Opening Date, or if Franchisor determines in its sole discretion that Franchisee requires assistance, Franchisor may provide on-site operating assistance. Franchisee will pay all travel, meals, lodging and incidental expenses of Franchisor's personnel, plus then then-current per diem management assistance fee, including travel time for each additional day of management assistance. Notwithstanding the foregoing, Franchisee will be solely responsible for operating the Snowfruit Unit and will all times operate the Snowfruit Unit in compliance with this Agreement, and Franchisor will have no obligation to operate Franchisee's Snowfruit Unit.

5.7 Licenses. Franchisor may as necessary assist Franchisee with obtaining the governmental approvals, licenses, permits and other permissions required in connection with operating the Snowfruit Unit, provided however, that Franchisee will be solely responsible for complying with all appropriate local, state and federal laws, codes and regulations and obtaining all necessary approvals, licenses, and permits.

6. Franchisee Obligations.

6.1 Timely Opening. As an express condition of this Agreement, Franchisee will complete and open for business the Snowfruit Unit in full compliance with this Agreement within two (2) months from the Effective Date or the date requested by Store Owner, whichever is earlier. Failure to open the Snowfruit Unit before such date will constitute a default by Franchisee under this Agreement, and Franchisor will have the rights specified in this Agreement, including those under Section 3.14. Franchisee may not open the Snowfruit Unit for business without completing all obligations required prior to opening and without Franchisor's prior written approval, which will not be unreasonably withheld.

6.2 Management of Snowfruit Unit. Franchisee's Acting Principal agrees to serve as the manager of the Snowfruit Unit, or to appoint and authorize another duly qualified individual to serve as manager. Appointment of any other individual as manager will be subject to such individual's satisfactory completion of any training requirements imposed by Franchisor. In the event the Snowfruit Unit is operated by an authorized manager, Franchisee will still be required to be personally and actively involved in operations and remain fully responsible for the Snowfruit Unit. In addition, Franchisee or any other manager must pass or have passed any governmental certification exams required by Franchisor or by law, to qualify for appointment as manager of Franchisee's Snowfruit Unit. The manager will assume full responsibility for the day to day operations of the Snowfruit Unit and for compliance with the terms of this Agreement. Upon the death, disability or termination of employment of the manager, Franchisee or its principal will personally and actively participate in the direct day to day operation of Snowfruit Unit until a duly qualified successor manager is appointed. Any successor manager must complete Franchisor's initial training program to Franchisor's satisfaction and must pass or have passed all certification exams required.

6.3 Training. Prior to the Opening Date, Franchisee (or its principal) and its proposed manager personnel, if any, will have attended the initial training required by Franchisor for the full

number of scheduled days and successfully completed it to Franchisor's satisfaction. In addition, any employees who will prepare or handle food items must attend and successfully complete our training program. Franchisee will be required to pay the initial training fee for attendance at all training, as set forth in the Initial Training Agreement. Any new proposed manager of the Snowfruit Unit will also be required to attend and complete the Initial Training Program to Franchisor's satisfaction, at the then current training fee. If during any training program Franchisor determines that any proposed manager is not qualified to manage the Snowfruit Unit, Franchisor will notify Franchisee and Franchisee may select and enroll a substitute manager in the training program. All training fees for any program will be nonrefundable. Franchisee and each of its employees will also be required to complete all training on food preparation and handling in accordance with the standards required by law. Franchisee and any managers or employees will also attend and complete all other refresher, remedial, and supplemental training or other training programs as may be required by Franchisor or Store Owner from time to time, or as required by applicable law. All training will be furnished at a place and time designated by Franchisor, and Franchisee will be responsible for all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by Franchisee and its employees, whether before or after the Opening Date.

6.4 Compliance With System. Franchisee will comply fully with all standards of the System, as modified by Franchisor from time to time, including but not limited to, the standards in Franchisor's Operating Manuals. Franchisee will use the products and equipment specified by Franchisor for the operation of Franchisee's Snowfruit Unit as set forth herein and in the Operating Manuals. Without limiting the scope of Franchisee's duties, Franchisee will use only the vinegar (in order to maintain uniform taste for the products sold under the System) and the product labels that are provided by Franchisor or its affiliates. Franchisee understands and agrees that strict and punctual performance of all obligations set forth in this Agreement, the Operating Manuals or otherwise communicated to Franchisee in writing is a material condition of the franchise granted to Franchisee. Franchisee will not deviate from any aspect of the System without Franchisor's prior written consent. If Franchisor modifies the System, for example, by adopting new or modified Snowfruit Marks, Franchisee agrees, at its own expense, to adopt, use and display each such modification as if it were part of the System. Without limiting the scope of Franchisee's duties, Franchisee's failure to abide by Franchisor's standards of quality and performance will not only constitute a breach of this Agreement, but infringement of the Snowfruit Marks.

6.5 Changes to System. Franchisee understands that Franchisor may from time to time change the products, ingredients, preparation process, menu items, and other required features of the System. Franchisee acknowledges and agrees that these changes may require Franchisee to make capital expenditures in amounts that Franchisor cannot forecast, that Franchisor has no ability to identify with specificity the nature of these future changes or their expected cost, and that Franchisee accepts the risk that changes may be imposed that will require expenditures in amounts unknown on the Effective Date. Franchisee agrees to adopt all material changes that Franchisor may impose during the term in the specifications for mandatory features of the System at Franchisee's sole expense promptly after receiving written notice.

6.6 Compliance with Store Owner Rules, Procedures and Food Safety Requirements. Franchisee agrees at all times to comply with all rules, procedures and food safety requirements of Store Owner. Store Owner may conduct, or engage third parties to conduct, food safety or other

types of audits and inspections at any time, and without notice. Franchisee will promptly remedy any deficiencies or non-compliance discovered by such audit or inspection. Franchisee will be responsible in the event that Franchisor's right to franchise the System at the Location is terminated due to any action by Franchisee.

6.7 Use of Approved Products and Suppliers Only. In order to maintain consistency and quality, as well as to protect the goodwill and reputation inherent in the System and the Snowfruit Marks, Franchisee will only purchase, use, sell and/or distribute supplies, equipment, food ingredients, paper products, items bearing the Snowfruit Marks, and all other products and services Franchisor deems necessary to operate the Snowfruit Unit, from suppliers designated and authorized by Franchisor in its sole discretion. Franchisor will provide a list of these designated and authorized suppliers to Franchisee. These products and services may be amended or supplemented by Franchisor from time to time in its sole discretion. Franchisor will not be obligated to reveal the specifications, formulas, recipes or supply arrangements of the required products, which information Franchisee understands and agrees constitutes Confidential Information. Franchisee understands and agrees that Franchisor's approval of a third party supplier does not constitute a representation or warranty of the supplier's ability to meet Franchisee's purchasing requirements nor of the fitness or merchantability of the products sold. Franchisee understands and agrees that Franchisor will not be liable to Franchisee for delays or shortages in the supply of required products or for any defect in the products purchased, and that Franchisee's sole remedy in any of the foregoing events will be against the manufacturer or supplier of the required products. Franchisee will not have the right to offer any new products or products not authorized by Franchisor.

6.8 Alternate Suppliers. If Franchisee desires to purchase any items from any source other than a Franchisor authorized supplier, Franchisor will evaluate and test such sources with reasonable promptness and approve or disapprove such sources based on Franchisor evaluations and tests, and upon the following conditions:

- (1) Franchisee will submit a written request to Franchisor for approval of the supplier or product;
- (2) The supplier will demonstrate to Franchisor reasonable satisfaction that the proposed supplier and products meet Franchisor specifications for such products;
- (3) The supplier will demonstrate to Franchisor's reasonable satisfaction that the supplier is of good standing in the business community with respect to its financial capabilities and the reliability of its products and services, and that it otherwise satisfies Franchisor's standards of quality, consistency, reliability, financial capability, production capacity, labor relations and customer relations, and
- (4) Franchisee will pay Franchisor a fee of \$1,000, per item plus all expenses incurred by Franchisor for investigating the new supplier or product, including all laboratory testing costs.

The proposed supplier must continue to meet and maintain Franchisor standards, including, of quality, consistency, reliability, financial capability, and production capacity. In the event the supplier no longer meets those standards, Franchisor will have the right to terminate the supplier and its authorization upon seven (7) days' notice. Nothing contained herein will be deemed to require Franchisor to investigate or approve an inordinate number of suppliers or products which

in the reasonable judgment of Franchisor would prevent effective and economical supervision of suppliers under the System.

6.9 Quality Standards. Franchisor may require Franchisee to discontinue the use or sale of any product or item which, in Franchisor's opinion, does not conform to the image or quality standards of Franchisor and its products. If Franchisor determines that any goods, products or items do not meet Franchisor's specifications for quality and freshness, it may require Franchisee to dispose of those items without selling them to the public. In the event Franchisee violates any of the provisions this Agreement and the Operating Manuals by purchasing supplies or food products from an unauthorized supplier, then in addition to all other remedies available to Franchisor, Franchisor may impose a penalty pursuant to Section 3.10.

6.10 Purchase of Equipment. Franchisee will purchase and use only those fixtures, furnishings, and equipment as prescribed by Franchisor for the operation of the Snowfruit Unit. If we require, Franchisee must lease or purchase computer hardware and software according to Franchisor's specifications to exchange data with Franchisor and to print pricing labels. If such computer hardware and software is required by Franchisor, Franchisee will also pay any support, maintenance and use fees charged by Franchisor. Franchisee acknowledges and agrees that Franchisor does not make any warranty with respect to such equipment, including but not limited to any warranty of merchantability or fitness for a particular purpose. Any claims Franchisee may assert with respect to any defect in design or manufacture of any equipment of fixtures will be brought directly against the manufacturer thereof.

6.11 Standards of Operation. Franchisee will operate the Snowfruit Unit in strict compliance with all methods, policies, procedures and standards as may be set forth in the Operating Manuals, this Agreement, and in any other document provided by Franchisor. This includes, but is not limited, to the following:

(a) Sales. Franchisee will (i) offer for sale, and sell, only the specific foods, menu items, and products and other goods and services designated by Franchisor, (ii) label and identify all items offered for sale by the specific name designation given to them by Franchisor, and (iii) use only the equipment, supplies, utensils, materials, signs, menus and packaging prescribed by Franchisor or, if applicable, which conform to Franchisor's specifications and standards. All specifications will be set forth in the Operating Manuals or otherwise communicated to Franchisee and may be revised by Franchisor as frequently as Franchisor deems necessary in its sole discretion to promote the System and respond to competitive and marketplace changes.

(b) Retail Sales Only. Franchisee agrees that the franchise granted is for the operation of a Snowfruit Unit which makes retail sales only. Any wholesale sales of any products, whether branded or unbranded are prohibited. Franchisee will not display or distribute any other products than fresh-cut fruit and vegetables and related products and the items specified in the JFE Operating Manual.

(c) Snowfruit Marks. Franchisee will feature the marks "SNOWFRUIT" and any other Marks required by Franchisor in the operation of the Snowfruit Unit, all in compliance with this Agreement and the JFE Operating Manual.

(d) Standards of Service. Franchisee must at all times give prompt, courteous and efficient service to its customers. The Snowfruit Unit must, in all dealings with its customers

and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. At all times on and after the Opening Date, the Snowfruit Unit must be under the direct supervision of at least one authorized manager.

(e) Signs. All signs to be used in connection with the Snowfruit Unit will conform to Franchisor's standards with respect to type, color, design and location. In the event of an update or revision of such standards, Franchisee agrees to change the signs accordingly at its expense.

(f) Hours of Operation. Franchisee will comply with the operating hours set forth in the JFE Operating Manual, unless otherwise required by Store Owner. Franchisee acknowledges and agrees that Franchisee will not have control over the operating hours, closures, customer traffic, advertising, or other aspects of the Store.

(g) Standard Menu Format. Franchisee will use the standard menu format which provided by Franchisor and will not deviate from the layout, copy, graphics and color scheme, as Franchisor may designate from time to time. Franchisee will at all times offer for sale all food items authorized by Franchisor.

(h) Pricing. Franchisor will provide recommended resale prices or pricing schedules and provide pricing labels conforming to the recommended pricing. Franchisee will have the right to determine prices charged for products sold from the Snowfruit Unit, provided however, that in the event Franchisee wants to charge a price or prices that differ from the recommended pricing, Franchisee will provide a written request to Franchisor and will pay or reimburse the costs incurred by Franchisor, including Franchisor's administrative time, to prepare a new set of pricing labels. When allowed by law, Franchisor will specify maximum and minimum prices for products sold at the Snowfruit Unit.

(i) Compliance. Franchisee will at all times keep the Snowfruit Unit and the surrounding area in the highest degree of cleanliness, tidiness and sanitation, and will comply with the requirements of the Operating Manuals, this Agreement, Store Owner, and any and all applicable federal and state laws regarding the maintenance of the Snowfruit Unit. Franchisee will immediately comply with all requirements of federal, state and local laws and all applicable orders and regulations of state and local health and safety administrations.

(j) Sampling. Franchisee will comply with any and all policies relating to providing free samples as established by Franchisor.

(k) Uniforms. Franchisee will be required to purchase and use Franchisor's standard uniforms and attire for all of its personnel.

(l) Maintenance. Franchisee will maintain the Snowfruit Unit and all equipment, fixtures and all other tangible property in clean, good and full working condition, and will be responsible for the costs of repair or replacement of equipment, fixtures or property if damaged by Franchisee. Any issues related to the equipment, fixtures or property not caused by Franchisee will be repaired by Store Owner. Franchisee understands and agrees that its failure to maintain the Snowfruit Unit in accordance with Franchisor's standards will constitute a breach of this Agreement. Without waiving its right to terminate this Agreement for such reason, Franchisor may notify Franchisee in writing specifying the action to be taken by Franchisee to correct the deficiency.

(m) Cash Registers. All sales and all revenue will be recorded on Store Owner's cash registers and equipment only.

(n) Personnel. Franchisee will employ a sufficient number of competent employees and cause each of them to receive appropriate training to perform their job in accordance with the standards and specifications of the System. Franchisee will require all personnel employed by Franchisee at the Snowfruit Unit to maintain such standards of sanitation, cleanliness and demeanor as will be established by Franchisor, Store Owner, and applicable law. All personnel performing managerial or supervisory functions, all personnel receiving special training and instruction and all persons employed by Franchisee having access to the System or any of Franchisor's trade practices will agree not to disclose the System or any trade practices which may be disclosed to them. Franchisee is solely responsible for hiring, firing and establishing employment policies applicable to its employees, and understands and agrees that this Agreement does not impose any controls, or otherwise impinge, on Franchisee's sole discretion to make all employment-related decisions. Franchisee is solely responsible for the acts and omissions of its employees and agents. Franchisee will furnish Franchisor basic information regarding Franchisee's personnel, solely for the purpose of Franchisor's compliance with the Store Owner's request for such information.

6.12 Trade Accounts. Franchisee agrees to maintain all trade accounts with its suppliers in good standing and current status and will resolve any disputes with trade suppliers promptly. Failure of Franchisee to keep its trade accounts current will constitute a default hereunder. In the event of nonpayment by Franchisee, Franchisor will have the right, but not the obligation, to make payment to Franchisee's suppliers on Franchisee's behalf. In such cases, Franchisor will have the right to apply any Gross Sales sums received from Store Owner toward any past due payment obligations of Franchisee for which Franchisor has made payment, as set forth in Section 3.6.

6.13 Advertising. Franchisee will not be permitted to advertise the Snowfruit Unit in any format, including, but not limited to, print, radio, television, Internet, social media, or other electronic media, without Franchisor's prior written consent, which may be withheld for any or no reason.

6.14 Compliance with Laws. Franchisee will at all times operate the Snowfruit Unit in strict compliance with all applicable local, state and federal laws, codes and regulations. Franchisee will be solely responsible for obtaining, at Franchisee's expense, all appropriate governmental approvals, licenses, permits and other permissions required in connection with this Agreement and any transactions or business contemplated by it, including but not limited to, the operation of the Snowfruit Unit. Franchisee will provide copies of all such approvals, licenses, permits and other permissions to Franchisor within seven (7) days of Franchisor's request. Franchisee shall prominently display all such approvals, licenses, permits and other permissions as required by applicable law. Franchisee represents and warrants to Franchisor that none of Franchisee, any principal or executive officer of Franchisee, or any of their respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Further, Franchisee represents and warrants that neither Franchisee nor any such person referred to above has violated, and no such person will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S.

Patriot Act, U.S. Executive Order 13244 or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee will immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

6.15 Store Owner's Rules re Immigration Law Compliance. Franchisee shall comply with the rules, policies and guidelines of the Store Owner and sign any code of conduct or equivalent document required by the Store Owner. Franchisee represents and warrants to Franchisor that Franchisee and Franchisee's personnel are and will be at all times legally authorized for employment in and to work in the United States under applicable immigration laws. Franchisee will obtain proof of employability for each prospective employee by completing the Department of Homeland Security's electronic employee verification system (E-Verify) before hiring. Franchisee will furnish any and all documentation requested by Franchisor in connection with Franchisee's compliance under this Section 6.15.

6.16 Notification of Complaints. Franchisee agrees to notify Franchisor promptly if: (i) Franchisee receives any complaints from the Store Owner, (ii) there are any incidents involving personal injury by customers of the Snowfruit Unit or Store sustained at the Location, or (iii) if Franchisee becomes aware of any investigation by a governmental or consumer protection agency with respect to alleged violations of applicable laws. In addition, Franchisee will promptly notify Franchisor of any written threat, or the actual commencement, of any action, suit or proceeding against Franchisee, any person who is a principal, or involving the Location, Store or the business assets which might adversely affect the operation or financial condition of the Snowfruit Unit, and provide Franchisor with a copy of all relevant documents.

6.17 Testing and Criminal Background Checks. Franchisee's owners, including its Acting Principal, will be required to undergo drug, tuberculosis and other chemical and disease testing and/or criminal background investigation prior to or after the execution of this Agreement upon request by Franchisor. Franchisee will also require its employees and specified personnel, to undergo drug, tuberculosis and other chemical and disease testing and/or criminal background investigation as may be required by Franchisor. The foregoing obligations are subject to the condition that the request is lawful in the jurisdiction where the Franchisee is located. Franchisee shall pay all costs of the testing and investigation, complete all forms and consents, and take all other action needed.

6.18 Warranty Disclaimer. Franchisor expressly disclaims any warranties, express or implied, in connection with items provided by vendors or suppliers, including but not limited to the warranties of merchantability and fitness for a particular purpose. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO FRANCHISOR PRODUCTS OR OTHER ITEMS SUPPLIED BY FRANCHISOR OR ITS AFFILIATES UNDER THIS AGREEMENT. FRANCHISOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY PURCHASE ORDER, THIS AGREEMENT WILL CONTROL.

6.19 Third Party Delivery Services. A "Third Party Delivery Service" is a company or business through which customers purchase menu items from Franchisee's Snowfruit Unit, that delivers said menu items to the customer at a location other than the Store where Franchisee's

Snowfruit Unit is located. Franchisee agrees to fill orders placed by customers through all Third Party Delivery Services that the Store Owner has approved. Such orders will be placed through Franchisee's tablet machine or such other equipment designated by Franchisor.

7. Books and Records.

7.1 Recordkeeping. Franchisee agrees to use the system of reporting and record keeping as may be required by Franchisor in accordance with the Operating Manuals and any applicable laws and governmental regulations. Franchisee will maintain and preserve true, correct and accurate books and records, including supporting materials, for the Snowfruit Unit for at least the current fiscal year and the three (3) most recent prior fiscal years. After the Opening Date, Franchisee will submit financial statements and operational reports and information as Franchisor may require to (i) provide Franchisee with consultation and advice in accordance with this Agreement, (ii) monitor Franchisee's compliance with the obligations to pay fees, (iii) monitor performance under this Agreement generally, (iv) Franchisee's purchases, revenue, operating costs, expenses and profitability, (v) develop new operating procedures, new products and/or remove unsuccessful authorized products, and (vi) implement changes in System to respond to competitive and marketplace changes. Franchisee will promptly comply with Franchisor's requests for additional information. This obligation includes, without limitation, supplying Franchisor with a copy of all sales and income tax returns relating to the Snowfruit Unit within 10 days of Franchisor's request.

7.2 Audit Rights. Franchisee will permit Franchisor to audit upon no less than three (3) business days advance notice, during normal business hours, all books, records and other documents related to the franchise and the operation of the Snowfruit Unit as may be required by Franchisor to determine compliance with Franchisee's payment obligations under this Agreement. Franchisee must fully cooperate with representatives of Franchisor and independent accountants hired by Franchisor to conduct any examination or audit. In the event that an audit of Franchisee's books discloses an underpayment of amounts due, and the amount of such underpayment is equal to or more than one percent (1%) of the amounts owed, Franchisee must pay, in addition to the amount of underpayment and all other applicable costs, the costs incurred by Franchisor in connection with the audit, which amount will in no event be less than \$500.

8. Other Covenants.

8.1 Inspections. In addition to Franchisor's audit rights described in this Agreement, Franchisee expressly authorizes Franchisor and its representatives or agents, at any reasonable time, and without prior notice to Franchisee, to enter the Location and conduct regular inspections of the Snowfruit Unit and Franchisee's methods of operation, including without limitation, use of mystery shoppers, to observe and conduct discussions with Franchisee's employees, observe customer interaction and services, and review Franchisee's books and records (including, without limitation, data stored on Franchisee's operational records) in order to verify compliance with this Agreement and the Operating Manuals. Franchisee shall obtain all software and hardware, including digital still and video cameras, as Franchisor may require to enable Franchisee to send and receive e-mail and digital photos and streaming video or other multimedia signals and information to and from the Snowfruit Unit, and Franchisee shall, from time to time, upon Franchisor's request transmit digital photos and real time video and audio signals of the Snowfruit Unit to Franchisor in the frequency requested by Franchisor (maybe daily), and in the form and manner reasonably required by Franchisor. To enable Franchisor and its representatives to conduct

inspections, Franchisee will, as requested, provide free of charge reasonable quantities of ingredients, foods, beverages, inventory, and other samples for inspection and evaluation purposes to make certain that the items conform with Franchisor's then-current standards. If Franchisor determines in its sole discretion that a laboratory test is required to test the quality, safety and freshness of the products sold at the Snowfruit Unit, Franchisor will have the right to assess a testing fee of up to \$1,000 for each sample tested. Franchisee will cooperate fully with Franchisor's inspections and promptly cure all violations of specifications and operating procedures of which Franchisee is notified either orally or in writing.

8.2 Remedial Action. Franchisor reserves the right to initiate any remedial action it reasonably deems necessary to respond to any possible, threatened or actual governmental investigation (including the costs of attorneys, experts and investigators) involving the operation of the Snowfruit Unit, including issues such as food safety, food poisoning, or other issues related to public health and safety. Such actions may include temporarily closing the Snowfruit Unit, in addition to any other reasonable action necessary to prevent damage to the System, the Snowfruit Marks, and Franchisor.

8.3 Modification. Franchisee acknowledges and agrees that, as required by (i) business conditions, (ii) geographic area including areas designated for expansion of the System, and/or (iii) other business factors as may be reasonably determined by Franchisor in its sole discretion, Franchisor may waive or modify the terms of the franchise agreement to other prospective and/or current franchisees, the terms and conditions of which may differ from those set forth in this Agreement. Franchisee further understands and agrees that Franchisor has made no representations regarding the uniformity of its franchise agreements or arrangements.

9. Confidential Information.

9.1 Defined. "Confidential Information" means all information of a non-public, confidential and proprietary nature relating to the Franchisor's business and operations, including, without limitation, recipes, products and services, food preparation methods, techniques, formats, specifications, procedures, information, systems, processes, know-how, teaching materials, sales techniques, financial data, product plans, costs, prices, business or marketing plans, Franchisor's business relationships, supplier lists, financial data, trade secrets, product plans, historical operational data, manufacturing processes, technical data, equipment, projects, research and development data, customer identities, and any other information or materials considered proprietary by the Franchisor, in any form or medium and regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information.

9.2 Disclosure of Confidential Information. Franchisor discloses the Confidential Information to Franchisee during the training program, in the Operating Manuals, and in guidance furnished to Franchisee during the term of this Agreement.

9.3 Ownership. Franchisee will not acquire any interest in the Confidential Information, other than the right to utilize such information in the development and operation of the Snowfruit Unit during the term of this Agreement. The use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee acknowledges that the Confidential Information is the sole and exclusive property of Franchisor, a valuable proprietary asset of Franchisor, and constitutes trade secrets of Franchisor. Franchisee agrees that he or she has a duty to maintain the Confidential Information as confidential and secret. Franchisee further acknowledges that disclosure of any Confidential Information is made in the strictest of confidence.

9.4 Nondisclosure and Obligation of Confidentiality. Franchisee acknowledges and agrees that Franchisee may use the Confidential Information for the sole purpose of operating the Snowfruit Unit pursuant to this Franchise Agreement. Franchisee covenants that Franchisee (a) will not use the Confidential Information in any other business or capacity, (b) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form, and (d) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to employees of the Snowfruit Unit and the use of nondisclosure clauses in employment agreements with those persons, as allowed by law. As part of its obligations herein, Franchisee will require each of its officers and employees with management responsibilities, including managers, to execute an employee confidentiality agreement, in substantially the form attached as Exhibit C. Franchisee agrees it will be responsible for any breach by its employees of the obligations set forth herein.

9.5 Conflict. Franchisee acknowledges that Franchisor would have difficulty protecting its Confidential Information and trade secrets against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Snowfruit Units if the franchisees of Snowfruit Units were permitted to hold interests in other companies specializing in the sale of fresh-cut fruit and vegetables or related products in supermarkets or similar venues. Therefore, during the term of this Agreement, neither Franchisee, any owner of an interest in Franchisee, nor any member of the immediate families of Franchisee's principals will have any interest as an owner, investor, partner, director, officer, employee, consultant, representative, or agent, or in any other capacity, in any other fresh-cut fruit and vegetable units which sell fresh-cut fruit and vegetables or related products, except for other Snowfruit Units operated under franchise or other agreements granted by Franchisor or its affiliates. These restrictions will not apply, however, to the ownership of securities listed on a stock exchange or traded on the over the counter market that represent 1% or less of the same class of securities.

9.6 Enforcement. Franchisee acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Franchisor irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Franchisor will be entitled to an injunction and/or specific performance in addition to all other remedies otherwise available to Franchisor at law and/or equity. If it becomes necessary to enforce the terms of this Agreement, Franchisee will be obligated to pay any and all costs reasonably incurred by Franchisor in pursuing such enforcement, including attorneys' fees, court costs, collection costs and any and all costs incurred.

9.7 Exceptions. The commitments set forth in this Section 9 will not extend to any portion of Confidential Information which: (i) is already in the Franchisee's lawful possession at the time of disclosure by Franchisor, as established by relevant documentary evidence, provided Franchisee gives Franchisor written notice and evidence of such prior knowledge within five (5) working days after receiving Confidential Information; (ii) is or later becomes, through no act on the part of the Franchisee, generally available to the public; or (iii) is required to be disclosed by law or government regulation, provided that the Recipient provides reasonable prior notice of such required disclosure to Franchisor.

10. System and Snowfruit Marks.

10.1 Snowfruit Marks. Franchisor owns or has the right to use and license the System and all of the commercial trade names, trademarks, service marks and other commercial symbols, including associated logos, which trademarks, service marks and/or trade names in connection with the operation of the System which Franchisor now or in the future authorizes or requires Franchisee to use, as Franchisor may modify in its sole discretion at any time (the “Snowfruit Marks”). Franchisee understands and agrees that, as between the parties, Franchisor owns all rights in System and its various components, including the Snowfruit Marks, and Franchisee owns no rights in the System and the Snowfruit Marks, except for the license granted by this Agreement. Franchisee will acquire no ownership interest in or to any of the System or Snowfruit Marks by virtue of this Agreement. Franchisee agrees not to contest, or assist any other person to contest, the validity of Franchisor’s rights and interest in the System, or any component thereof, either during the term or after this Agreement terminates or expires. Nothing in this Agreement will be deemed to constitute or result in an assignment of any of the Snowfruit Marks to Franchisee or the creation of any equitable or other interests therein.

10.2 Use of the Snowfruit Marks by Franchisee. Franchisor hereby grants to Franchisee a non-exclusive right and license to use the Snowfruit Marks solely in connection with operation of the Snowfruit Unit as specified in this Agreement. Franchisee will use the Snowfruit Marks only in the form and manner prescribed from time to time by Franchisor. Franchisee acknowledges that at certain locations, a contractual restriction or a Store Owner may prohibit the use of Snowfruit Marks, and Franchisee will be required to do business under a different name or a general description of the products, as may be required by Franchisor.

10.3 Restrictions on Use. The right and license to use the Snowfruit Marks will not be assignable or transferable by, or subject to any encumbrance of, Franchisee in any manner whatsoever, nor will Franchisee have the right to grant any sublicenses without Franchisor’s prior written consent. All rights with respect to the Snowfruit Marks and all other trademarks, service marks and trade names used by Franchisor not specifically granted to Franchisee in this Agreement will be and hereby are reserved to Franchisor. Franchisee will not use any of the Snowfruit Marks or any part thereof (i) in its corporate or fictitious business name, (ii) with any prefix, suffix or other modifying words, terms, designs, colors or symbols, (iii) in any modified form, (iv) in connection with the sale of any products or services not authorized by Franchisor, (v) in any manner not expressly authorized in writing by Franchisor, or (v) in any manner that may result in Franchisor’s liability for Franchisee’s debts or obligations.

10.4 Modification. Franchisor reserves the right to (i) modify or discontinue licensing any of System or features thereof, (ii) add new names, marks, designs, logos or commercial symbols to the Snowfruit Marks and require that Franchisee use them, (iii) modify or discontinue practices, components or requirements incorporated within the scope of System as of the Effective Date, and (iv) require that Franchisee introduce or observe new products or practices as part of System in operating the Snowfruit Unit. Franchisee understands that Franchisor may modify the System at any time and without notice to Franchisee. Franchisee will comply, at its sole expense, with Franchisor’s directions regarding changes in the System within a reasonable time after written notice from Franchisor. Franchisor will have no liability to Franchisee for any cost, expense, loss

or damage that Franchisee incurs in complying with Franchisor's directions and conforming to required changes to the System.

10.5 Registration. Franchisor will have the sole right to take such action as it deems appropriate to obtain trademark registration for any of the Snowfruit Marks. Franchisee will perform all reasonable and necessary acts and execute all necessary documents to effect the registration of the Snowfruit Marks as Franchisor may request. Franchisee will not obtain or attempt to obtain any right, title or interest, registration, or otherwise, in or to the Snowfruit Marks, or any of them. In the event that any such right, title or interest should be obtained by Franchisee in contravention hereof, Franchisee will hold the same in trust on behalf of Franchisor and will transfer the same to Franchisor upon request and without expense to Franchisor.

10.6 Infringement Information. Franchisee will notify Franchisor promptly of any unauthorized use of the Snowfruit Marks or of any mark confusingly similar thereto that comes to its attention. Franchisor will have the sole right to determine whether or not any action will be taken against any such infringement, and Franchisee will not institute any suit or take any action on account of any such infringement or imitation without first obtaining the written consent of Franchisor to do so. Franchisee will provide Franchisor with all reasonable assistance in any prosecution of any such infringement that Franchisor may decide to institute. With respect to any such action, including suits in which Franchisee is joined as plaintiff, Franchisor will have the sole right to employ counsel and to direct the handling of the action and litigation and any settlement thereof, and Franchisee will not share in any of the proceeds of judgment or settlement resulting from any such action.

10.7 Termination of Use. Upon the expiration or earlier termination of this Agreement, Franchisee will cease using the Snowfruit Marks in any manner. Franchisee understands and agrees that any unauthorized use of the Snowfruit Marks or System or its components by Franchisee will constitute both a breach of this Agreement and an infringement of Franchisor's intellectual property rights.

11. Transfer.

11.1 Transfer by Franchisor. Franchisor may freely transfer or assign this Agreement and its rights and obligations hereunder, in whole or in part, to any third party in its sole discretion and without Franchisee's consent.

11.2 Transfer by Franchisee. Franchisee understands, acknowledges and agrees that this Agreement is personal to Franchisee and its owners, is being entered into by Franchisor in reliance upon and in consideration of the character, skill, aptitude, attitude, experience, business ability, financial capacity, qualifications and representations of Franchisee and its owners. Accordingly, Franchisee may not voluntarily or involuntarily, directly or indirectly, sell, assign, transfer, gift, share, encumber or dispose of, by operation of law or otherwise (each, a "Transfer"), this Agreement, the Snowfruit Unit, or any interest therein, or any of Franchisee's rights or obligations hereunder, without Franchisor's prior written consent, which will be contingent upon Franchisee's compliance with the provisions of this Section. Any Transfer without Franchisor's prior written consent constitutes a breach of this Agreement and will be null and void and of no effect, and will constitute a material default of this Agreement. For the purposes of this Section, a Transfer will be deemed to occur, without limitation, (i) if Franchisee is a corporation, upon any merger, sale or transfer of ten percent (10%) or more of any one class of capital stock, or any series of mergers,

sales or transfers totaling in the aggregate ten percent (10%) or more of any one class of capital stock, in Franchisee, (ii) upon any merger, sale or transfer of ten percent (10%) or more of any ownership interest, or any change of control, or (iii) a sale of all or substantially all of Franchisee's assets. Franchisor's consent to a Transfer, if any, is not a representation of the fairness of the terms of any contract between Franchisee and a transferee, a guarantee of the Snowfruit Unit's or transferee's prospects for success, or a waiver of any claims that Franchisor or its affiliates may have against Franchisee or any guarantor.

11.3 Notice of Transfer. If Franchisee intends to make a Transfer, Franchisee will provide notice with (i) the proposed date of the Transfer, (ii) all terms and conditions of the Transfer, (iii) a current income statement and balance sheet concerning Franchisee's operations, as Franchisor requests, and (iv) all relevant information concerning the proposed transferee as Franchisor requests. Within sixty (60) days of the receipt of such information as set forth in subsections (i) through (iv) above, Franchisor may, in its sole discretion, (a) consent in writing to the proposed Transfer subject to the conditions of this Section 11, (b) disapprove the proposed Transfer, (c) request additional information concerning the proposed Transfer, or (d) become the transferee on terms and conditions comparable to those provided for the proposed Transfer. In the event Franchisor requests additional information, the sixty (60) day time period provided by this Section will be extended for a period of twenty (20) days after receipt of a full and complete response to the request for such additional information.

11.4 Conditions for Consent to Transfer. Any consent to the Transfer which Franchisor grants pursuant to Section 11.3 above is expressly contingent upon Franchisee's satisfaction of the following conditions:

(a) Franchisee has fully complied with this Agreement and all other agreements between the parties throughout the term with respect to the Snowfruit Unit, and Franchisee continues to comply after the Transfer with the indemnity, insurance and noncompetition provisions of this Agreement;

(b) Franchisee has paid all amounts owed by Franchisee to Franchisor or its affiliates with respect to the Snowfruit Unit, and is in good standing and current status with all trade accounts with its suppliers;

(c) Franchisee must submit all required reports, financial statements and other documents due to Franchisor up to and including the date of the Transfer, and permit Franchisor to conduct an audit (at Franchisee's expense) of Franchisee's books, records and all other documents related to the operation of the Snowfruit Unit;

(d) transferee must submit a completed franchise application to Franchisor, and meet Franchisor's then-current qualifications for new franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation;

(e) transferee and transferee's manager must attend and complete to Franchisor's satisfaction the then current Initial Training Program in order to comply with all standards of the System, at Franchisee's sole cost and expense. If it is determined by Franchisor that the transferee requires additional training, then the transferee and his/her manager must complete all training programs Franchisor reasonably requires, including payment of a reasonable fee to cover the costs of providing such training;

(f) the transferee must obtain within time limits as Franchisor may establish, and maintain thereafter, all permits and licenses required for the operation of the Snowfruit Unit;

(g) Franchisee and/or the transferee must obtain all required consents of third parties to the Transfer, including Store Owner;

(h) the transferee must assume all of Franchisee's duties and obligations under this Agreement and all other agreements between Franchisor and Franchisee with respect to the Snowfruit Unit (such assumption will not, however, relieve Franchisee of its obligations to Franchisor under this Agreement and all other agreements between Franchisor and Franchisee with respect to the Snowfruit Unit);

(i) if Franchisee makes a Transfer prior to the sixth (6th) month of operation Snowfruit Unit, Franchisee as transferor must pay Franchisor a non-refundable transfer fee equal to Ten Thousand Dollars (\$10,000.00). Franchisee must pay Franchisor a non-refundable deposit of Ten Thousand Dollars (\$10,000.00) upon requesting Franchisor's consent to the proposed transfer. This deposit is not refundable under any circumstances, even if the transfer is not completed. If Franchisee owns and transfers more than one franchise simultaneously as part of the same transaction and Transfer to the same transferee, Franchisee understands that it is liable for a separate transfer fee for each of the separate franchises being transferred in the same transaction;

(j) if Franchisee makes a Transfer in the sixth (6th) month of operation of its Snowfruit Unit or thereafter, Franchisee as transferor must pay Franchisor a non-refundable transfer fee of One Thousand Dollars (\$1,000.00), plus any out-of-pocket costs incurred by Franchisor (such as attorney's fees) ("Transfer Fee"). Franchisee must pay Franchisor a non-refundable deposit of One Thousand Dollars (\$1,000.00) upon requesting Franchisor's consent to the proposed transfer ("Transfer Deposit"), which Transfer Deposit shall be applied to the Transfer Fee. The Transfer Fee is not refundable under any circumstances, even if the transfer is not completed. If Franchisee owns and transfers more than one franchise simultaneously as part of the same transaction and Transfer to the same transferee, Franchisee understands that it is liable for a separate transfer fee for each of the separate franchises being transferred in the same transaction;

(k) Franchisee must execute a general release in a form substantially the same as Exhibit D with respect to all potential claims arising out of this Agreement;

(l) the transferee may not enter into any financing arrangements whereby Franchisee and/or a third party obtains a security interest in the transferee's assets;

(m) the Transfer must comply with all laws and regulations that apply to the Transfer, including without limitation federal and state laws and regulations governing the offer and sale of franchises;

(n) Franchisee's right to receive the sales proceeds from the transferee will be subordinate to the transferee's and Franchisee's duties owed to Franchisor under, or pursuant to, this Agreement or any other agreement. All contracts by and between Franchisee and the transferee will expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations owed to Franchisor and its affiliates are fully satisfied;

(o) at Franchisor's option, the transferee signs: (1) Franchisor's then-current form of franchise agreement, the terms of which may differ materially from this Agreement,

provided however, that the term of the new franchise agreement will be equal to the remaining term under this Agreement and the Extension Term if the time to exercise such option has not expired when Franchisee requests consent to complete the Transfer, or (2) Franchisor's then-current form of franchise agreement for a full term and pays Franchisor's then-current initial franchise fee; and

(p) the transferee must execute all other documents and agreements required by Franchisor to consummate the transfer of this Agreement. Each person who at the time of the transfer, or later, owns or acquires, either legally or beneficially, 5% or more of the equity or voting interests of the transferee must execute Franchisor's then-current form of guaranty.

12. Termination.

12.1 Termination By Franchisor With Notice of Default. Except as provided in Section 12.2 below, if Franchisee breaches any term of this Agreement or any other material agreement between Franchisee and Franchisor or its affiliate, or any rule, specification, standard, policy or procedure established by Franchisor in the Operating Manuals or otherwise, then Franchisor will have the right to terminate this Agreement upon fifteen (15) days' notice of default. During such fifteen (15) day notice period, Franchisee will have an opportunity to cure such breach. If Franchisee has not cured such breach within the fifteen (15) day notice period to Franchisor's reasonable satisfaction, Franchisor will have the right to terminate this Agreement and all other agreements between Franchisor and Franchisee.

12.2 Immediate Termination By Franchisor. Franchisor may terminate this Agreement, and all other agreements between Franchisor and Franchisee, in its sole discretion and election, effective immediately upon Franchisor's delivery of written notice of termination to Franchisee based upon the occurrence of any of the following events which will be specified in Franchisor's written notice, and Franchisee will have no opportunity to cure a termination based on any of the following events:

(a) Franchisee fails to begin operating the Snowfruit Unit within two (2) months of the Effective Date or the date requested by Store Owner, taking into account delays due to events beyond Franchisee's reasonable control;

(b) Franchisee has misrepresented, misstated or failed to state any material fact to Franchisor in connection with obtaining this Agreement or any other agreement between Franchisor and Franchisee or in any communication to Franchisor under this Agreement or any other agreement between Franchisor and Franchisee, whether or not such misrepresentation, misstatement or failure to state is intentional;

(c) Franchisee fails or refuses to pay, on or before the date payment is due, any fees or other amounts payable to Franchisor, its affiliates, and the default continues for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

(d) Franchisee breaches its obligation pursuant this Agreement and under the Operating Manuals to use only products and suppliers approved by Franchisor;

(e) Franchisee breaches any of its confidentiality, indemnity, insurance or noncompetition obligations under this Agreement;

(f) Franchisee fails or refuses to submit any report or financial statement, or return the JFE Operating Manual or SOP Manual as requested, on or before the date due, and should the default continue for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

(g) Franchisee or its principals fails to complete successfully any additional training required to Franchisor's satisfaction;

(h) Franchisee abandons or fails or refuse to actively operate the Snowfruit Unit for three (3) consecutive days, or any period such that Franchisor may reasonably conclude that Franchisee does not intend to continue operating it, unless Franchisee obtains Franchisor's written consent to close the Snowfruit Unit for a specified period of time;

(i) Franchisee loses the right to possession of the Location, or Franchisee's right to use the Location is terminated by Store Owner, for any reason;

(j) Any person who is required by this Agreement to personally guaranty Franchisee's obligations to Franchisee fails or refuses to execute and deliver Franchisor's form of guaranty for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

(k) Franchisee commits an event of default under any other agreement by and between Franchisee and Franchisor pertaining to the Snowfruit Unit and franchise awarded by this Agreement which, by its terms, cannot be cured or which Franchisee fails to cure within the allowed time period. Except as otherwise specified herein, Franchisee's breach of one agreement/addendum with Franchisor shall, at Franchisor's election also constitute a breach of every other agreement/addendum between Franchisee and Franchisor. Franchisor's election to enforce or not enforce this provision will not constitute a waiver of any of Franchisor's rights or remedies against Franchisee hereunder;

(l) Franchisee violates any health, safety or sanitation law, ordinance or regulation, or any rules, procedures or food safety requirements of the Store Owners, and does not begin to cure such noncompliance or violation immediately, or does not correct such noncompliance or violation within twenty-four (24) hours of receiving written notice thereof;

(m) Franchisee becomes insolvent and/or files for bankruptcy or similar protection, and such insolvency or bankruptcy or similar condition remains in effect for more than sixty (60) days;

(n) Franchisee makes any general arrangement or assignment for the benefit of creditors or becomes a debtor as that term is defined in 11 U S C § 1101 or any successor statute, unless, in the case where a petition is filed against Franchisee, Franchisee obtains an order dismissing the proceeding within 30 days after the petition is filed, or should a trustee or receiver be appointed to take possession of all, or substantially all, of the assets of the Snowfruit Unit, unless possession of the assets is restored to Franchisee within 30 days following the appointment, or should all, or substantially all, of the assets of the Snowfruit Unit or the franchise rights be subject to an order of attachment, execution or other judicial seizure, unless the order or seizure is discharged within 30 days following issuance;

(o) Franchisee, or any officer, director, shareholder, member, manager, agent or employee of Franchisee, is convicted of or pleads no contest to a felony charge or engages in any conduct or practice that, in Franchisor's reasonable opinion, reflects unfavorably upon or is

detrimental or harmful to: (i) the Franchisor's relationship with the Store Owner (including the use of any of Store Owner's products without payment), or (ii) the Franchisor's good name, goodwill or reputation of Franchisor;

(p) Franchisee fail to comply with the conditions governing the transfer of rights under this Agreement in connection with a Transfer;

(q) An order is made or resolution passed for the winding-up or the liquidation of Franchisee or should Franchisee adopt or take any action for its dissolution or liquidation;

(r) Franchisee have received from Franchisor, during any consecutive 2 year period, two (2) or more notices of default whether or not the notices relate to the same or to different defaults and whether or not each default is timely cured by Franchisee;

(s) Franchisee make any unauthorized use, publication, duplication or disclosure of any Confidential Information or any portion of the Operating Manuals, or should any person required by this Agreement to execute a confidentiality agreement with Franchisor or Franchisee breach the confidentiality agreement;

(t) Franchisee materially misuses or makes an unauthorized use of any of the components of System or commit any other act which does, or can reasonably be expected to, materially impair the business, reputation or goodwill associated with any aspect of the System or the Snowfruit Marks;

(u) Franchisee makes or attempts to make any payments or provide anything of value directly or indirectly to any employee or agent of Franchisor or its affiliates to obtain undue or improper benefits or advantages in violation of Franchisor's policies or any applicable laws;

(v) Franchisee fails to comply with any violation of federal, state or local law, within 10 days after being notified of non-compliance; and

(w) Franchisor makes a reasonable determination that Franchisee's continued operation of the Snowfruit Unit will result in imminent danger to public health or safety.

(x) Upon the death or disability of one of Franchisee's owners, Franchisee fails to transfer the interest in Franchisee in accordance with Section 14.5.

Franchisor's right to terminate this Agreement pursuant to this Section will be in addition to all other remedies that Franchisor may have against Franchisee under this Agreement, or otherwise.

12.3 Early Termination By Franchisee. Subject to Section 3.14, Franchisee will have the right to terminate this Agreement at any time for any reason upon 90 days prior written notice to Franchisor, or such earlier date as may be agreed by Franchisor and Franchisee.

12.4 Effects of Termination. Upon termination or expiration of the franchise, Franchisee's right and privilege to use the Snowfruit Marks, Franchisor's trade secrets, all components of the System and the Operating Manuals will absolutely and unconditionally cease. Upon termination or expiration of the franchise, Franchisee will immediately (i) cease operations of the Snowfruit Unit, (ii) discontinue use of the Snowfruit Marks, Franchisor's trade secrets, the System, and the Operating Manuals, (iii) return the Operating Manuals and delete electronic copies of the Operating Manuals, if any, (iv) pay to Franchisor all amounts owed pursuant to this Agreement and any other agreements between Franchisor and Franchisee, and (v) vacate the

Location and provide all necessary assistance and cooperation with Franchisor in the orderly wind down of Franchisee's operations. The termination or expiration of this Agreement will result in the concurrent, and automatic, termination of all agreements between the parties pertaining to the Snowfruit Unit or the franchise granted by this Agreement and will also permit Franchisor to enforce any guaranty of Franchisee's obligations given to Franchisor as required by this Agreement. Notwithstanding the termination or expiration of this Agreement, the parties agree that any other franchise agreements then in effect between the parties concerning other Snowfruit Units owned by Franchisee will remain in full force and effect, unless the grounds which Franchisor has relied upon to terminate this Agreement also constitute grounds for terminating the other franchise agreements and Franchisor has satisfied all requirements to terminate the other franchise agreements. All agreements and obligations of Franchisee, which by their nature would continue beyond the termination or expiration of this Agreement will survive termination or expiration of this Agreement.

13. Indemnity and Insurance.

13.1 Indemnity. Franchisee will be fully responsible for any damage, loss or other claims arising out of this Agreement, the performance of Franchisee's obligations hereunder, or the operation of the Snowfruit Unit. Franchisee will indemnify, defend and hold harmless Franchisor, its affiliates, and each of their partners, shareholders, directors, officers, employees, consultants, attorneys, accountants and agents, from and against any and all fines, suits, proceedings, claims, demands, actions, losses, damages (actual, consequential or otherwise), fees (including attorneys' fees and related expenses) arising out of, or in connection with Franchisee's ownership or operation of the Snowfruit Unit, the performance of Franchisee's obligations hereunder, or breach of this Agreement. Franchisor will have the right to defend and/or settle any claim against or involving Franchisor in such manner as Franchisor deem appropriate or desirable in its sole discretion, in each case without affecting Franchisor's right to indemnification under this Section. The indemnity under this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The indemnities and assumptions of liabilities and obligations in this Agreement will continue in full force and effect after the expiration or termination of this Agreement until all applicable statutes of limitations have expired.

13.2 Insurance.

(a) Franchisor will provide commercial general liability insurance for the Snowfruit Unit under Franchisor's group insurance policy and deduct Franchisee's portion of the premium costs on a weekly basis, which amount is calculated on the amount of sales at the Franchisee's Snowfruit Unit.

(b) Franchisee will at all times during the term of this Agreement maintain in force, at its sole expense, on a primary, rather than on a participatory basis with Franchisor, Worker's compensation, employer's liability, and other insurance to meet statutory requirements, naming Franchisor as an additional insured.

(c) All insurance policies must be issued by an insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor as an additional insured, must contain a waiver of the insurance company's right of subrogation against Franchisor, and must provide that Franchisor will receive 30 days' prior written notice of termination, expiration, or cancellation

of the policy. Franchisor may reasonably increase the minimum liability protection requirement annually and require at any time on reasonable prior notice to Franchisee different or additional kinds of insurance to reflect inflation, changes in standards of liability, or higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. Franchisee will submit to Franchisor upon request a copy of the certificate of or other evidence of the renewal or extension of each insurance policy. Franchisee's obligations to obtain and maintain the insurance described are not limited in any way by reason of any insurance maintained by Franchisor, nor does Franchisee's performance of obligations relieve Franchisee of any indemnification obligations under Section 13.1 of this Agreement.

14. Use of Entity.

14.1 Ownership of Franchisee. Franchisee must be a corporation, limited liability company, or other entity. Franchisee will not use any of the Snowfruit Marks or any part thereof in its entity or fictitious business name. The articles of incorporation, by-laws and other organizational documents of any entity that is Franchisee must recite that the issuance of any interest is restricted by the terms of this Agreement and all issued and outstanding stock certificates or similar evidences of ownership must bear a legend reflecting or referring to the restrictions. Franchisee must furnish to Franchisor at any time upon request a certified copy of its organizational documents and a list of all owners of record and all persons having beneficial ownership in Franchisee, reflecting their respective interests in Franchisee, in a form attached as Exhibit A-1 or as Franchisor requires.

14.2 Principals and Guaranty. For purposes of this Agreement, "principals" will mean, if Franchisee is a business entity, any officer or manager of the entity or any person that owns, or later, owns or acquires, either legally or beneficially a ten percent (10%) or greater equity or voting interest in Franchisee (such as stock in a corporate franchisee, or a membership interest in an LLC franchisee). Notwithstanding anything to the contrary in this Agreement, each principal owner will be individually bound by all of the obligations in this Agreement, including payment obligations and covenants concerning confidentiality and noncompetition, and will personally guarantee Franchisee's performance under this Agreement by signing Franchisor's then-current form of guaranty, in the form attached hereto as Exhibit B. No principal owner may, within the term specified in this Agreement, hold an ownership interest in or perform services in any capacity for any other service food business that serves fresh-cut fruit and vegetables or related products. In the event a principal's relationship with a Franchisee entity is terminated (by sale or otherwise), this Agreement shall be deemed to have been terminated with respect to that principal.

14.3 Acting Principal; Full-Time Manager. Franchisee shall designate one owner of the entity having majority interest who will be the Acting Principal ("Acting Principal"). The Acting Principal must successfully complete Franchisor's initial training program. Franchisee shall give Franchisor immediate notice of any change in the Acting Principal and must arrange for the new Acting Principal to attend Franchisor's initial training program. The Acting Principal may also be the full-time manager providing the direct full-time on-site supervision of the operation of the franchised business. The franchised business must at all times be under the direct, day-to-day, full-time supervision of Franchisee's Acting Principal or a full-time manager that has completed Franchisor's initial training program to Franchisor's satisfaction. Even if Franchisee designates a

full-time manager, Franchisee's Acting Principal must personally and actively participate in the direct operation of the franchised business.

14.4 Assignment to New Entity. In the event of a transfer among existing shareholders, partners or members of Franchisee, Franchisor reserves the right to waive conditions or requirements contained in Section 11.4 in its sole discretion and to require principals of the transferee to execute a Guaranty as required by Section 14.2.

14.5 Death or Disability of Franchisee. Upon the death or permanent disability of any of Franchisee's owners, the executor or other personal representative of such person must transfer such person's interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a person approved by Franchisor. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to all the terms and conditions for assignments and transfers contained in Sections 11.2, 11.3, and 11.4. Failure to transfer such interest within the required period of time will constitute grounds for termination under Section 12.2. Prior to such transfer, the executor or other personal representative of such person, or the remaining owners, must appoint a replacement Acting Principal or a full-time manager within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability. The appointment of this manager is subject to Franchisor's prior written approval. If the franchised business is not being managed by an Acting Principal or full-time manager approved by Franchisor following the death or permanent disability, Franchisor is authorized, but Franchisor is not required, to immediately appoint a manager to maintain the operations of the franchised business. Franchisor's appointment of a manager for the franchised business will not relieve Franchisee of its obligations under this Agreement, and Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of Franchisee's franchised business or to any of Franchisee's creditors for any products, materials, supplies or services purchased by Franchisee's franchised business during any period in which it is managed by the manager appointed by Franchisor. Franchisor has the right to charge a reasonable non-refundable fee for such management services and to cease providing such management services at any time.

15. Covenant Against Competition.

(a) In consideration of Franchisor's providing operations and management training to Franchisee and disclosing to Franchisee the System and other trade secrets, Franchisee and its principals covenant and agree that, during the term of the franchise and for two (2) years after its expiration or termination, Franchisee and its principals will not own or operate, directly or indirectly, or accept employment by, hold an interest in, or perform services in any capacity for any service food business that serves fresh-cut fruit and vegetables or related products, except as a franchisee of Franchisor.

(b) During the term of the franchise, this covenant not to compete will apply anywhere in the United States; for the two-year period after the franchise expires or is terminated, the covenant will apply within 5 miles of the Snowfruit Unit and within 5 miles of each other Franchisor-owned or franchised Snowfruit Unit then operating or under development. For purposes of calculating the duration of the two-year period, any time during which Franchisee or its principals are in violation or breach of the covenant will be excluded.

(c) Franchisee and its principals acknowledge that their covenant not to compete is reasonable and necessary to protect the business and goodwill of the System and to

avoid misappropriation or other unauthorized use of the System and Franchisor's other trade secrets. Franchisee and its principals acknowledge and confirm that they possess the education, training and experience necessary to earn a reasonable livelihood apart from operating a business that serves fresh-cut fruit and vegetables as its principal product.

16. Miscellaneous.

16.1 Incorporation of Recitals. The Recitals set forth in the first page of this Agreement are incorporated herein by this reference as though set forth herein.

16.2 Notices. All notices, requests, demands and other communications that may be given or are required to be given under this Agreement will be in writing and in the English language. All communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given if properly addressed on the earlier of: (i) the date when delivered by hand, (ii) the date when delivered by fax or e-mail if confirmation of transmission is received or can be established by the sender, (iii) one business day after delivery to a reputable national overnight delivery service, or (iv) 5 days after being placed in the U.S. Mail and sent by certified or registered mail, postage prepaid, return receipt requested. Notices will be directed to the address shown first above, or to such other address as each party hereto may from time to time designate by written notice to the other party as provided herein.

16.3 No Agency Relationship. Franchisor and Franchisee understand and agree that this Agreement does not create a fiduciary relationship between Franchisor and Franchisee, that Franchisor and Franchisee are and will be independent contractors throughout the term of this Agreement, and that nothing in this Agreement is intended to make either Franchisor or Franchisee a general or special agent, joint venturer, partner, or employee of the other for any purpose. It is acknowledged and understood that Franchisee is the independent owner of Franchisee's business, will be in full control thereof and will conduct Franchisee's business in accordance with its own judgment and discretion, subject only to the terms and conditions of this Agreement. Franchisee shall conspicuously identify itself in all dealings with customers, suppliers, public officials and others as the owner of the Snowfruit Unit under a Franchise granted from Franchisor, and shall place such notices of independent ownership on such forms, business cards, stationery, advertising and other materials as Franchisor may require from time to time. Neither Franchisor nor Franchisee will be liable for the debts or obligations of the other unless expressly assumed in writing. Neither Franchisor nor Franchisee will make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, represent that their respective relationship is other than franchisor and franchisee, or be obligated by or have any liability under agreements or representations made by the other that are not expressly assumed in writing. Franchisee will not attempt to obligate Franchisor for purchases or other obligations incurred by Franchisee. Any and all agreements made by Franchisee will be executed in Franchisee's name alone, and will not purport to be executed by or on behalf of Franchisor. Franchisor will not be liable for any damages to any person or property directly or indirectly arising out of Franchisee's operation of the Snowfruit Unit or Franchisee's conduct of business pursuant to this Agreement.

16.4 Waiver. Any waiver granted by Franchisor to Franchisee excusing or reducing any obligation or restriction imposed under this Agreement will be in writing and will be effective upon delivery of such writing by Franchisor to Franchisee or upon such other effective date as specified in the writing, and only to the extent specifically allowed in such writing, No waiver

granted by Franchisor, and no action taken by Franchisor, with respect to any third party will limit Franchisor's sole discretion to take action of any kind, or not to take action, with respect to Franchisee. Any waiver granted by Franchisor to Franchisee will be without prejudice to any other rights Franchisor may have. The rights and remedies granted to Franchisor are cumulative, and no delay on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude Franchisor from fully exercising such right or remedy or any other right or remedy Franchisor's acceptance of any payments made by Franchisee after a breach of this Agreement will not be, nor be construed as, a waiver by Franchisor of any breach by Franchisee of any term, covenant or condition of this Agreement.

16.5 Consents and Approvals. Whenever Franchisor's consent or approval is required under this Agreement, it may be granted or withheld in Franchisor's sole discretion. In no event will Franchisor be required to pay any claim, whether directly, by way of set-off, counterclaim, defense or otherwise, for money damages or otherwise by reason of any withholding or delaying of consent or approval by Franchisor. Franchisee's sole remedy for any such claim is to submit it to mediation or arbitration as provided in this Agreement.

16.6 Severability. The provisions of this Agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision will be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision will be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any manner.

16.7 Entire Agreement; Amendments. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee.

16.8 Binding Authority. Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the respective Party and bind said Party to the terms of this Agreement.

16.9 Successors. The covenants, agreements, terms and conditions contained in this Agreement will be binding upon, and will inure to the benefit of, the successors, assigns, heirs and personal representatives of the parties hereto

16.10 Time of the Essence. Time is of the essence in the performance for the performance of each covenant and condition contained in this Agreement.

16.11 Force Majeure. In the event that either party is delayed or hindered in the performance of any obligation hereunder by reason of any cause beyond that party's reasonable control, then performance of such obligation will be excused for the period of the delay and the period for performance of any such obligation will be extended for a period equivalent to the period of such delay; provided, however, that any such extension will not exceed ninety (90) calendar

days. The provisions of this Section will not operate to excuse either party from the prompt payment of any amounts due and owing to the other party pursuant to the provisions of this Agreement.

16.12 Governing Law; Dispute Resolution.

(a) Except as otherwise stipulated in subsections (c) and (d), or unless expressly prohibited by the franchising statutes of the state in which the Snowfruit Unit is located, this Agreement will for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the state of Texas, without giving effect to principles of conflicts or choice of law. Any Texas law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(b) The parties agree to use their best efforts to resolve and settle by direct, private negotiation any dispute that arises under or in relation to this Agreement or that concerns the relationship created by this Agreement. If the parties cannot resolve and settle a dispute by private negotiation within 30 days after one party gives the other written notice that a dispute exists, the parties mutually agree to submit the dispute to non-binding mediation.

(c) If the parties cannot fully resolve and settle a dispute through mediation within 30 days after the mediation conference concludes, all unresolved issues involved in the dispute will be submitted to binding arbitration, as follows: Arbitration will be instituted in accordance with the rules of the American Arbitration Association (“AAA”) in Harris County, Texas, before a single arbitrator. In no event will the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. AAA will provide the parties with a list of at least three (3) neutral arbitrators from which the parties will select the arbitrator. Should the parties fail to agree upon and select an arbitrator therefrom, AAA will make the selection from said list. Each party shall, however, be given the right of one (1) peremptory challenge. Arbitration will be held and conducted before the one (1) selected arbitrator, whose decision will be final and binding on the parties. Any such arbitration proceeding will be completed expeditiously and without undue delay or expense, and the arbitrator will be directed to follow the terms of this Agreement in any arbitration proceeding. The costs and fees of the arbitrator will be borne equally by the parties. The losing party, as determined by the arbitrator, will pay the prevailing party’s reasonable attorneys’ fees. The arbitrator’s award will be final and binding on all parties, and neither party will have any right to contest or appeal the arbitrator’s award except on the grounds expressly provided by law.

(d) Notwithstanding subsections (b) and (c), Franchisor will not be obligated to mediate or arbitrate any claim arising from Franchisee’s alleged infringement of the Snowfruit Marks or other alleged misappropriation of Franchisor’s intellectual property, including, but not limited to, in enforcing its intellectual property rights upon the expiration (without renewal) or termination of the franchise. The parties agree that any action based on infringement of any of the Snowfruit Marks or misappropriation of Franchisor’s other intellectual property, will be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act, and will be litigated in any federal District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction of and venue in any such federal District Court and that

service of process by certified mail, return receipt requested, will be sufficient to confer in personam jurisdiction over them in connection with any intellectual property litigation.

16.13 Attorney's Fees. In the event of any arbitration, lawsuit, or any other legal proceedings between the Parties hereto arising out of the obligations of Franchisor or Franchisee under this Agreement or concerning the meaning or interpretation of any provision contained herein, the losing Party will pay the prevailing Party's costs and expenses of such arbitration or suit, including, without limitation, reasonable attorney's fees.

16.14 Headings; Language. The paragraph and subparagraph headings contained in this Agreement are solely for convenience and will not be used to define or construe any of the terms or provisions hereof. The language used in this Agreement will in all cases be construed simply according to its fair meaning and not strictly for or against Franchisor, Franchisee or the drafter of the applicable language. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the context may require. The singular will include the plural and the masculine gender will include the feminine and neuter, and vice versa, as the context may require.

16.15 Survival of Certain Rights/Obligations. The respective rights and obligations of Franchisor and Franchisee, which by their nature would continue beyond the termination or expiration of this Agreement will survive termination or expiration of this Agreement.

16.16 Covenant and Condition. Each provision of this Agreement performable by Franchisee will be construed to be both a covenant and a condition.

16.17 Submission of Agreement. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement will become effective only upon execution by Franchisor and Franchisee.

16.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. A party's signature to this Agreement transmitted by facsimile or electronic mail will have the same legal force and effect as the original. Each of the undersigned represents and warrants that he is duly authorized by the contracting party to sign this Agreement on behalf of said party.

16.19 Franchisor's Right to Vary Terms and Standards. Because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisee acknowledges that Franchisor specifically reserves the right and privilege, as Franchisor considers to be best, to vary terms and standards for any franchise owner based upon the peculiarities of any condition that Franchisor considers important to that franchise owner's successful operation. Franchisee has no right to require Franchisor to grant Franchisee a similar variation or accommodation.

16.20 Limitation of Claims. Any and all claims arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date Franchisee or Franchisor knew of the facts giving rise to such claims. In addition, Franchisee must give Franchisor written notice of at least fourteen (14) days prior to filing arbitration or litigation. In the event Franchisee fails to give said notice, Franchisor is entitled to dismissal of the action, without prejudice, and

Franchisee must reimburse Franchisor its costs and expenses incurred in connection with the action.

16.21 Limitation of Damages. The parties waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Paragraph 16.13 herein.

16.22 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indian, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the date first stated above.

FRANCHISEE

JFE FRANCHISING, INC.

By:

By:

Name:
Title:

Name:
Title:

Exhibits:

- Exhibit A – Basic Information
- Exhibit A-1 – Business Entity Information
- Exhibit B – Guaranty
- Exhibit C – Form of Employee Confidentiality Agreement
- Exhibit D – General Release

**EXHIBIT A to Franchise Agreement
BASIC INFORMATION**

1. **Location.** The Snowfruit Unit to be operated by Franchisee pursuant to this Agreement will be located at the following premises:

Store Owner: _____

2. **Franchisee Name and Address.** If Franchisee is a business entity, Exhibit A-1 must be completed.

3. **Initial Term:** _____

4. **Initial Franchise Fee.** _____

Initial one below:

_____ **FRANCHISEE HAS PAID THE INITIAL FRANCHISE FEE IN A LUMP SUM UPON SIGNING THIS EXHIBIT A**

OR

_____ **FRANCHISOR HAS WAIVED THE INITIAL FRANCHISE FEE**

OR

_____ **FRANCHISEE HAS MADE A DOWN PAYMENT OF 50% OF THE INITIAL FRANCHISE FEE AND IS FINANCING THE BALANCE OF THE INITIAL FRANCHISE FEE UNDER THE TERMS CONTAINED IN THE PROMISSORY NOTE ATTACHED AS EXHIBIT B.**

The Promissory Note calls for _____ weekly installments of \$ _____ each. The first installment shall be due upon the first payment of the Weekly Franchisee Commission. Installments shall thereafter be paid weekly upon payment of the Weekly Franchisee Commission. In the case of a conflict between this Exhibit A and Franchisee's Promissory Note, the Promissory Note controls.

5. **Snowfruit Unit Type:** _____

6. **Opening Date.** Franchisee must open the Snowfruit Unit for business by

_____.

7. **Defined Terms** All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit will have the same meaning as ascribed to them in the Agreement.

FRANCHISEE

JFE FRANCHISING, INC.

By:

By:

Name:
Title:

Name:
Title:

**EXHIBIT A-1 to Franchise Agreement
BUSINESS ENTITY INFORMATION**

1. **Form of Franchisee.**

- Corporation
- Limited Liability Company
- Other, Specify _____

2. **Business Entity.**

Legal name of Franchisee: _____.
 Incorporation or Formation Date: _____
 State of Formation: _____.

3. **Business Entity Owners.** The following list includes the full name and mailing address of each person who is an owner of Franchisee (shareholders, members, etc.), including principals, and the nature of each owner's position and ownership interest in Franchisee.

Name and Address	Description/Amount of Ownership Interest (Shares)	Ownership %

4. **Acting Principal.** Provide the name, position and ownership interest of the Acting Principal as of the date of this Agreement: _____

5. **Entity Documents.** Franchisee must attach copies of articles of incorporation or organization, shareholder, or LLC operating agreements.

6. **Representation.** Franchisee represents and warrants that the information provided in this form is true, accurate and complete and that Franchisor may consider this statement as continuing to be true, accurate and correct until a written notice of change in ownership and/or in the status of any Principal is given to Franchisor by Franchisee.

This form must be re-signed whenever there is any permitted change in the "Acting Principal" as defined in the Agreement.

**FRANCHISEE
PRINCIPALS**

JFE FRANCHISING, INC.

Name:

By:

Title:

Name:

Title:

Name:

Title:

EXHIBIT B to Franchise Agreement

GUARANTY

In consideration for, and as an inducement for JFE Franchising, Inc. ("Company") to enter into the Franchise Agreement dated _____ (the "Agreement") (capitalized terms not defined herein will have the respective meanings as set forth in the Agreement) with _____ ("Franchisee"), and all other written agreements between Company and Franchisee relating to the Snowfruit Unit and franchise granted under the Agreement (with the Agreement, collectively, the "Documents"), and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned (whether one or more, herein called "Guarantor"), each an owner of 5% or more of the outstanding equity interests in Franchisee under the Agreement to which this Guaranty is annexed, agree as follows:

1. Guarantor, jointly and severally, unconditionally, absolutely and irrevocably guarantees and promises to perform, discharge and pay to Company, its representatives, successors and assigns or any transferee of this Guaranty, on demand, in lawful money of the United States of America and in immediately available funds, any and all obligations (the "Guaranteed Obligations") of Franchisee to Company under the Documents. Guarantor agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the noncompetition, confidentiality, transfer, and arbitration requirements. Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection, and is not conditional or contingent upon the genuineness, validity, regularity or enforceability of any underlying agreements or related documents or other instruments relating to the obligations hereby guaranteed or the pursuit by Company of any remedies which it may now have or may hereafter have with respect thereto.
2. This Guaranty is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guaranty will remain effective until the Guaranteed Obligations have been fully paid, performed and discharged, and Company has given written notice of that fact to Guarantor.
3. Each Guarantor represents that he or she owns an equity or beneficial interest in Franchisee and that he or she is receiving consideration from the Guaranteed Obligations that is a material, direct benefit to such Guarantor. Each Guarantor consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors.
4. Guarantor agrees that it is directly and primarily liable to Company, that their obligations hereunder are independent of the Guaranteed Obligations and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Franchisee or whether Franchisee is joined in any such action or actions. Guarantor agrees that any releases which may be given by Company to Franchisee or any other guarantor or endorser will not release Guarantor from this Guaranty.
5. In addition to the payment of expenses, Guarantor agrees to indemnify, defend, exonerate, pay and hold Company and the partners, officers, directors, employees, agents and attorneys of Company, and officers, directors, employees, agents and attorneys of Company's affiliates (the "Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel to Company and expert witness fees and disbursements) for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee will be designated a party thereto, that may be imposed on, incurred by or asserted against any such Indemnitee, in any manner relating to or arising out of or in connection with this Guaranty (the "Indemnified Liabilities"). Notwithstanding the foregoing, Indemnified Liabilities will not include liabilities, obligations, losses, damages, penalties, actions, causes of action,

judgments, suits, claims, costs, expenses and disbursements to the extent caused by or resulting from the willful misconduct or gross negligence of any Indemnitee.

6. Guarantor hereby authorizes Company, without notice or demand and without affecting the liability of Guarantor hereunder, from time to time to:

(a) Renew, compromise, extend, refinance, accept partial payments, accelerate or restructure the Guaranteed Obligations or otherwise change the time for payment or the terms of any of the Guaranteed Obligations,

(b) Waive, amend, rescind or modify any of the terms or provisions of the Documents;

(c) Settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations, or any part thereof, and any security or collateral therefor in any manner as Company may determine in its sole discretion,

(d) Take and hold collateral to secure the payment of the Guaranteed Obligations and exchange, enforce, waive and release any such collateral, and apply such collateral and direct the order or manner of sale thereof as Company in its sole discretion may determine,

(e) Release or substitute any one or more endorser(s) or other guarantor(s); and

(f) Assign, without notice, this Guaranty in whole or in part and Company's rights hereunder to any one at any time.

Guarantor agrees that Company may take any or all of the actions set forth in this Section 5 in such manner, upon such terms, and at such times as Company, in its sole discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing Guarantor from its undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

7. Guarantor hereby waives any right to assert against Company as a defense, counterclaim, setoff or crossclaim, any defense (legal or equitable), counterclaim, setoff or crossclaim which Guarantor may now or at any time hereafter have under applicable law, rule, arrangement or relationship against Franchisee, Company or any other party Guarantor waives all defenses, counterclaims and setoffs of any kind or nature arising, directly or indirectly, from the present or future lack of perfection, sufficiency, validity or enforceability of the Documents or any security interest thereunder

8. Guarantor hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by Company, which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Franchisee for reimbursement, or any other rights of Guarantor to proceed against any other person or security, including, but not limited to, any defense based upon an election of remedies by Company.

9. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, notices of default, notice of acceptance of this Guaranty, diligence, and notices of the existence, creation or incurrence of the Guaranteed Obligations or of new or additional Guaranteed Obligations incurred or created after the date of this Guaranty, and all other notices or formalities to which Guarantor may be entitled under applicable law.

10. As a condition to payment or performance by Guarantor under this Guaranty, Company will not be required to, and Guarantor hereby waives any and all rights to require Company to, prosecute, seek to enforce, or exhaust any remedies against Franchisee or any other party liable to Company on account of the Guaranteed Obligations or to require Company to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to Franchisee by Company or any other party on account of the Guaranteed Obligations.

11. Guarantor will have no right of subrogation, reimbursement, exoneration, contribution or any other rights that would result in Guarantor being deemed a creditor of Franchisee under the federal Bankruptcy Code or any other law.

12. WAIVER OF TRIAL BY JURY. EACH OF COMPANY AND GUARANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST GUARANTOR OR COMPANY ARISING OUT OF THIS AGREEMENT OR THE GUARANTEED OBLIGATIONS OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN COMPANY AND GUARANTOR OF ANY KIND OR NATURE. EACH SUCH PARTY ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING. EACH PARTY MAY WANT TO CONSULT WITH THEIR RESPECTIVE ATTORNEYS BEFORE WAIVING THEIR RIGHTS UNDER THIS SECTION.

13. Any and all present and future debts and obligations of Franchisee to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of Franchisee to Company. Any instruments now or hereafter evidencing any indebtedness of Franchisee to Guarantor will be delivered to Company. Upon the liquidation, bankruptcy, or distribution of any of Franchisee's assets, Guarantor will assign to the Company all of Guarantor's claims on account of such indebtedness so that Company will receive all dividends and payments on such indebtedness until payment in full of the Guaranteed Obligations. This Section 12 will constitute such an assignment if Guarantor fails to execute and deliver such an assignment

14. Guarantor's obligations under this Guaranty will continue in full force and effect and this Guaranty will not terminate until the Guaranteed Obligations are fully paid, performed and discharged and Company gives Guarantor written notice of that fact The Guaranteed Obligations will not be considered fully paid, performed and discharged unless and until all payments by Franchisee to Company are no longer subject to any right on the part of any person whomsoever, including, but not limited to, Franchisee, Franchisee as debtor-in-possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof.

15. If Franchisee is not liable on any of the Guaranteed Obligations because the act of their creation is *ultra vires*, or if the officers or persons incurring any of the Guaranteed Obligations acted in excess of their authority, and therefore the Guaranteed Obligations cannot be enforced against Franchisee, Guarantors will nevertheless be liable under this Guaranty. If any payment by Franchisee to Company is held to be a preference under the United States Bankruptcy Code, or if for any other reason Company is required to refund such payment or pay the amount thereof to any other person, such payment by Franchisee will not constitute a discharge of Guarantors from any liability under this Guaranty, and Guarantor agrees to pay such amount to Company upon demand.

16. If Franchisee's status should change through merger, consolidation or otherwise, this Guaranty will cover the Guaranteed Obligations of Franchisee under its new status, according to the terms of this Guaranty.

17. Each Guarantor agrees that this Guaranty is to be performed by Guarantor in Houston, Harris County, Texas, that this Guaranty will be deemed to be a contract made under the laws of Texas and that this Guaranty and the rights of the parties hereto will be governed by, interpreted in accordance with, and enforced under Texas law. In the event that Company should institute any suit against Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Company hereunder, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Company in enforcing this Guaranty or in any action or proceeding arising out of, or relating to this Guaranty.

18. This Guaranty embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Guaranty, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

19. Neither this Guaranty nor any rights under this Guaranty may be assigned by Guarantor without the prior written consent of Company. The provisions of this Guaranty will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

20. All notices or other communications required or permitted hereunder will be in writing to the other party at the address below, and will be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested. All notices to Company will include Guarantor's Snowfruit Unit name, number and location. Notices will be addressed as follows:

If to Company: JFE Franchising, Inc.
 2021 Bingle Road.
 Houston, TX 77055

If to Guarantor: _____

Notice of change of address will be given by written notice in the manner detailed in this Section 17. Either party hereto may from time to time change its mailing address by written notice to the other. Notice will be deemed received upon personal delivery, three (3) days after the deposit in the United States mail if mailed as provided in this Section 18, or one (1) business day after deposit with a reputable overnight courier, provided that any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be considered to be effective as of the earlier of the date it is deemed delivered pursuant to the foregoing or the first date that notice was refused, unclaimed or considered undeliverable by the postal authorities, messenger or overnight delivery service.

21. This Guaranty may be amended, modified or supplemented only by a writing executed by each of the parties Any party may in writing waive any provision of this Guaranty to the extent such provision is for the benefit of the waiving party No waiver by any party of a breach of any provision of this Guaranty will be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party will be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

22. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or of each other agreement entered into pursuant to this Guaranty or affecting the validity or enforceability of such provision in any other jurisdiction.

23. Guarantor hereby represents and warrants to Company that (a) Guarantor has the requisite power and authority to execute and deliver this Guaranty; (b) Guarantor's execution, delivery and performance of this Guaranty will not violate any law, rule, regulation or judgment applicable to or agreement binding upon Guarantor; and (c) this Guaranty constitutes Guarantor's legal, valid and binding obligation enforceable in accordance with its terms. Guarantor agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guaranty.

IN WITNESS WHEREOF, each of the undersigned executed this Guaranty effective as of the same day and year as the Agreement was executed.

GUARANTOR SIGNATURES

[For each Guarantor:]

Signature: _____

Name Printed: _____

Street Address: _____

Telephone Number: _____

% of Ownership Interest: _____

EXHIBIT C to Franchise Agreement
Form of
EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of _____, by and between _____ ("Employee"), an individual residing at [Insert Address], and _____ ("Employer").

WHEREAS, Employer has been granted a franchise by JFE Franchising, Inc. ("Franchisor") and has the right to operate a Snowfruit Unit, and Employer is obligated to obtain a written agreement from its employees who may have access to Confidential Information;

WHEREAS, in the course of Employee's employment with Employer, Employee will be exposed to and have access to confidential/proprietary information owned by Franchisor;

WHEREAS, Employer and Employee desire to set forth and memorialize Employee's obligations with respect to the non-disclosure of any such confidential information and in the absence of this Agreement, Employee understands that Employer would not hire or continue employment of Employee, or disclose such confidential information to Employee.

NOW THEREFORE, in consideration for the employment (and continued employment) of Employee by Employer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Confidential Information. During the term of employment under this Agreement, Employee will have access to and become acquainted with various proprietary and confidential information of Franchisor. "Confidential Information" means all information of a non-public, confidential and proprietary nature relating to the Franchisor's business and operations, including, without limitation, recipes, products and services, food preparation methods, techniques, formats, specifications, procedures, information, systems, processes, know-how, teaching materials, sales techniques, financial data, product plans, costs, prices, business or marketing plans, Employer's and Franchisor's business relationships, supplier lists, financial data, trade secrets, product plans, historical operational data, manufacturing processes, technical data, equipment, projects, research and development data, customer identities, and any other information or materials considered proprietary by the Franchisor, in any form or medium and regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information.
2. Acknowledgment of Confidentiality. Employee acknowledges and agrees that during the term of employment, Employee will be exposed to, have access to, and become acquainted with such Confidential Information, whether inherently as a function of providing duties in the course of employment, incidentally, or otherwise. Prior to employment, Employee acknowledges that he or she had no experience or information regarding the operations of a Snowfruit Unit. Employee's knowledge of the Confidential Information was obtained solely through Employer during the course of employment. Employee understands and agrees that all Confidential Information disclosed or exposed to Employee, or which comes into Employee's possession, is the sole and exclusive property of Franchisor. Employee agrees that Employee has a duty to maintain the Confidential Information as confidential and secret during and after Employee's employment with Employer and during and after the term of employment with Employer. Employee further understands and acknowledges that if any Confidential Information becomes available to third parties, Employer and/or Franchisor will be adversely affected and suffer damages.
3. Nondisclosure and Obligation of Confidentiality. Employee may use Confidential Information for the sole purpose of performing Employee's duties in the course of employment or providing the services on behalf of Employer and will not utilize the Confidential Information beyond or outside such employment without first having obtained the written consent of Employer. Employee covenants that Employee (a) will not use the Confidential Information in any other business or capacity, (b) will maintain the absolute confidentiality of

the Confidential Information during and after the term of this Agreement, and (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form.

4. Effective Date. The parties agree that the provisions of this Agreement are effective as of the date Confidential Information is first disclosed to Employee. Employee represents and warrants that Employee has maintained the Confidential Information as provided for herein and has not otherwise violated the terms of this Agreement prior to its execution by Employee.

5. Intended Third Party Beneficiary. The parties acknowledge and agree that Employer's Franchisor, JFE Franchising Inc., is an intended third party beneficiary of this Agreement, and accordingly, that said JFE Franchising, Inc., as well as Employer, shall have the right to enforce the provisions of this Agreement against Employee. Neither this Confidentiality Agreement between Employer and Employee, nor this Paragraph 5, which makes Franchisor an intended third party beneficiary, constitutes control by Franchisor over the Employee's conditions of employment, or creates an employee or joint employee relationship between JFE Franchising, Inc. and Employee.

6. Breach. In the event Employee breaches the terms of this Agreement, Employee understands and agrees that Employee will be held personally liable for any damages, claims, and losses incurred by Employer as a result of any such breach by Employee, including Franchisor's reasonable costs and expenses, including attorneys' fees and costs incurred in such litigation, arbitration or proceeding. Employee understands and agrees that monetary damages would not be sufficient to compensate Employer or Franchisor for the damage it may incur as a result of a breach by Employee of this Agreement. Consequently, Employee agrees that Employer or Franchisor may enforce its rights by means of specific performance and injunctive relief (temporary, preliminary and permanent), and Employee agrees to pay the other party's costs of any such action, including reasonable attorneys' fees.

7. Return of Employer Materials. Upon termination of Employee's employment with Employer, Employee will not take or retain any physical property (e.g., documentation, printouts, computer files with or without data), both confidential and not confidential, which is owned by Franchisor, or which was made available or accessible to Employee as a consequence such employment.

8. General. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to conflict of law principles. The recitals set forth above shall be deemed incorporated in full into and as part of this Agreement by this reference. The terms of this Agreement and the confidentiality covenants herein shall survive termination of employment. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible. This Agreement may not be modified, released, discharged or otherwise terminated in whole or in part except by a written instrument signed by an authorized official of Franchisor. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. A party's signature to this Agreement transmitted by facsimile or electronic mail shall have the same legal force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first seen above.

Employee

[Employer]

Name (print):

By:
Its:

**EXHIBIT D to Franchise Agreement
GENERAL RELEASE**

THIS GENERAL RELEASE (this “Release”) is made by as of _____, by the undersigned (“Releasor”) in favor of JFE Franchising, Inc. (“Franchisor”) and the other parties designated below. Releasor hereby agrees with Franchisor as follows:

1. Release. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor, on behalf of itself and its successors and assigns, hereby irrevocably, unconditionally and fully releases and forever discharges Franchisor and each of its partners, officers, directors, employees, stockholders, agents, attorneys, successors, assigns, affiliates and all persons acting by, through, under or in concert with them (collectively, “Releasees”) from any and all actions, causes of actions, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, judgments, losses, costs and expenses, including without limitation attorneys’ fees, of any nature whatsoever, whether in tort (including, without limitation, acts of active negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected, fixed or contingent (“Claim” or “Claims”) which Releasor now has, owns, holds, or claims to have, own or hold, or at any time heretofore had, owned, held or claimed to have, owned or held, against each or any of Releasees. Furthermore, it is understood and agreed that any and all rights granted to Releasor under California Civil Code Section 1542 or similar codes where the Snowfruit Unit is located are hereby expressly waived. Such statute reads as follows.

“Certain claims not affected by general release A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Notwithstanding said statutory provision, and for the purpose of implementing a full and complete release and discharge, Releasor hereby waives the benefit of the above code provision, and the law of any other state or jurisdiction to similar effect, and acknowledges that the release set forth herein is intended to include in its effect, without limitation, all claims which Releasor does not know or suspect to exist in its favor.

2. Full and Independent Knowledge. Releasor represents and warrants to the Releasees that it has carefully read and understands the scope and effect of each provision contained herein. Releasor further represents and warrants that it does not rely and has not relied upon any representation or statement made by any of Releasees or any of their representatives with regard to the subject matter, basis or effect of this Release, except to the extent contained herein.

3. Ownership of Claims. Releasor represents and warrants to Releasees that it has not assigned or transferred, or purported to assign or transfer, any Claim or any portion thereof or any interest therein, and agrees to indemnify, defend and hold Releasees harmless from and against any Claim based on or arising out of any such assignment or transfer or purported assignment or transfer.

4. Successors. This Release will be binding upon the successors and assigns of Releasor.

5. WAIVER OF TRIAL BY JURY. RELEASOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST EITHER PARTY ARISING OUT OF THIS AGREEMENT OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE PARTIES HERETO OF ANY KIND OR NATURE RELEASOR ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

6. Further Assurances. Releasor, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the subject matter hereof.

7. Miscellaneous

(a) This Release will be construed in accordance with and all disputes hereunder will be governed by the internal laws of the State of Texas.

(b) In the event of any controversy or dispute arising out of this Release, the prevailing party or parties will be entitled to recover from the non-prevailing party or parties, reasonable expenses, including, without limitation, attorneys' fees and costs actually incurred.

(c) Should any provision of this Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions will not be affected thereby and said illegal or invalid part, term or provision will be deemed not to be a part of this Release.

(d) This Release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

(e) Any provision of this Release which may be prohibited by law or otherwise held invalid will be ineffective only to the extent of such prohibition or invalidity and will not invalidate or otherwise render ineffective the remaining provisions of this Release.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above

RELEASOR:

ACCEPTED AND AGREED:

JFE Franchising, Inc., a Texas corporation

By: _____

Name:

Title:

**EXHIBIT E to Franchise Agreement
PROMISSORY NOTE**

\$ _____ Date: _____

FOR VALUE RECEIVED, the undersigned _____ (“Maker”) hereby promises to pay to the order of JFE Franchising, Inc., (“PAYEE”) a Texas corporation at its office at 2021 Bingle Road, Houston, TX 77055 or at such other place or to such other party or parties as a holder of this Note may from time to time designate, in lawful money of the United States, the principal sum of _____ Dollars (\$ _____), and to pay said principal sum in ten (10) installments of _____ Dollars (\$ _____). The first installment shall be paid as a deduction from PAYEE’S first payment of the Weekly Franchisee Commission due to Maker under a certain Franchise Agreement between PAYEE and Maker entered into contemporaneously with this Promissory Note. The remaining nine (9) installments shall be paid in a similar manner for the nine (9) consecutive weeks thereafter.

The acceptance by PAYEE of any amount after any default hereunder shall not operate to extend the time of payment for any amount(s) then remaining unpaid hereunder or be considered a waiver of any of the other rights of PAYEE hereunder.

This note and all other obligations, direct or contingent, of any such Maker or endorser hereof to PAYEE, shall become due and payable immediately at the option of the holder of this Note, without demand or notice upon the happening of any of the following events:

The failure to pay when due any installment of the principal of this Note;

The failure to timely or properly keep or perform any of the recitals, covenants, conditions, representations, warranties, obligations or guarantees contained in any agreement between the Maker and PAYEE;

The levy of any attachment, execution, or any other process against all or any part of the Maker’s assets;

The failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due;

The suspension of Maker’s business, or the making of a general assignment for the benefit of creditors, or the commencement of proceedings for dissolution or liquidation, or the commencement of proceedings for Maker under any state or federal bankruptcy or insolvency statute, or the adjudication of Maker as a bankrupt or insolvent, or the application for or the involuntary appointment of a receiver.

If legal counsel is employed by the holder of the Note to enforce any of its terms, Maker shall pay reasonable costs and attorneys’ fees incurred in connection therewith, and such amount shall be secured hereby. The Undersigned shall all be deemed Makers and will jointly, severally, and individually be liable as Makers.

This Note is to be construed in accordance with the laws of the State of Texas; venue and jurisdiction is expressly declared to be exclusively in Harris County, Texas.

[Signature Page Follows.]

Maker

(PLEASE PRINT NAME)

EXHIBIT C
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
INITIAL TRAINING AGREEMENT

INITIAL TRAINING AGREEMENT

THIS INITIAL TRAINING AGREEMENT (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, TX 77055 (“Franchisor”), and _____, whose address is _____ (“Trainee”).

RECITALS

A. Franchisor and/or our affiliates have developed distinctive business systems, operating formats, signs, methods, procedures, menu, recipes, trade dress, designs and marketing standards and formats, all of which Franchisor may improve, further develop or otherwise modify from time to time (collectively, the “System”) using the trademark “SNOWFRUIT” and other associated names, for the operation of fresh-cut fruit and vegetable units that are operated as departments within supermarkets, grocery stores, and other facilities (such as universities and corporate settings) (“Snowfruit Units”). For purposes of this Agreement, an “affiliate” of a person is anyone controlling, controlled by, or under common control with the specified person.

B. Franchisor has the right to grant franchises to third parties, who meet Franchisor’s qualifications, to operate Snowfruit Units using the System, and in connection therewith Franchisor offers an initial training program regarding Franchisor’s System, which must be completed to Franchisor’s satisfaction.

C. Trainee desires to receive the initial training required by Franchisor.

NOW, THEREFORE, in consideration of the matters recited above, the mutual promises herein contained and other good and valuable consideration, Franchisor and Trainee agree as follows:

1. Training.

1.1 Initial Training Program. Franchisor will provide the initial training program (the “Initial Training Program”) to Trainee, which must be completed by Trainee, any proposed manager of the Trainee, and any employee of Trainee who prepares or handles food items. Such persons will attend the Initial Training Program for the full number of scheduled hours and days as required by Franchisor. The Initial Training Program will be furnished at Franchisor’s headquarters or at another location place and time as may be designated by Franchisor. The Initial Training Program required for Trainee and any proposed managers or employees of Trainee will consist of 20 hours of training provided over a 1 week period. Trainee will exert, and cause any of its managers to exert, best efforts to complete the Initial Training Program to Franchisor’s satisfaction.

1.2 Fees. The 20-hour Initial Training Program required for Trainee and any proposed managers and employees of Trainee will cost \$500 per person. All training fees must be paid upon execution of this Agreement, are fully earned when paid, and no portion of it is refundable under any circumstances. Trainee will be responsible for all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at the Initial Training Program.

1.3 No Obligation to Grant Franchise; Disclaimers. The parties acknowledge that Trainee desires to become a franchisee of Franchisor, and that attending and completing the Initial Training Program to Franchisor’s satisfaction is a prerequisite requirement to becoming a franchisee. Notwithstanding anything to the contrary in this Agreement, neither the execution of this Agreement nor the completion of training will create any obligation on the part of Franchisor to grant Trainee a franchise, as Trainee must complete the training to Franchisor’s satisfaction. If, after the Initial Training Program, Franchisor determines in its sole discretion that Trainee has not completed the training to Franchisor’s satisfaction and is not qualified to manage the Snowfruit franchise, Franchisor may decline to grant a franchise to Trainee. Franchisor makes no warranty, guarantee or representation, either express or implied, with respect to any information disclosed during the Initial Training Program, or with regard to contents or results of the Initial Training Program. Franchisor is not responsible for any personal injury, damage, or loss to Trainee incurred during any training program, and Trainee agrees to indemnify and hold Franchisor harmless from any claims or actions arising

out of the negligent acts, omissions, or willful misconduct of Trainee during the training program. Franchisor does not warrant that the training will meet Trainee's expectations, needs or requirements.

2. Confidential Information.

2.1 Nondisclosure. Franchisor possesses certain confidential information consisting of the System, including recipes, methods, techniques, formats, specifications, procedures, information, systems, and knowledge of and experience in the operation and licensing of Snowfruit Units stores, including but not limited to, the Franchisor's operating manual (the "Confidential Information"). Franchisor will disclose the Confidential Information to Trainee during the training program and in the operating manual. Trainee acknowledges that the Confidential Information is proprietary and is a trade secret of Franchisor. Trainee covenants that Trainee (a) will not use the Confidential Information in any capacity as set forth herein, (b) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form, and (d) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information. Trainee acknowledges and agrees that this Agreement does not grant Trainee any right to use any of Franchisor's or its affiliates' marks, intellectual property rights, or the System, except for the sole purpose of attending and completing the Initial Training Program.

2.2 Operating Manual. During the Initial Training Program, Franchisor will loan to Trainee a copy of Franchisor's confidential operating manual, containing the specifications, standards and operating procedures prescribed by Franchisor for the System. The operating manual ("Operating Manual") may consist of one or more handbooks or manuals and will include one set of Standard Operating Procedures ("SOP") and one Operating Manual for Snowfruit Franchise. Trainee will treat all information contained in the Operating Manual as confidential and will keep the information secret. Trainee may only use the Operating Manual for the sole purpose of attending and obtaining training pursuant to this Agreement. The Operating Manual and (and copies thereof) is, and will always remain, the sole property of Franchisor. Trainee will not make any copies of the Operating Manual and will return the Operating Manual upon completion of training.

2.3 Enforcement. Trainee acknowledges that Franchisor would have difficulty protecting its trade secrets against unauthorized use or disclosure and would be unable to provide training. Trainee acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Franchisor irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Franchisor will be entitled to injunctive relief and/or specific performance in addition to all other remedies otherwise available to Franchisor at law and/or equity. If it becomes necessary to enforce the terms of this Agreement, Trainee will be obligated to pay all costs reasonably incurred by Franchisor in pursuing such enforcement, including attorneys' fees, court costs, collection costs and any and all costs incurred.

3. General.

(a) Binding. The obligations contained in this Agreement are binding upon Trainee and Trainee's directors, officers, employees, agents and representatives.

(b) Choice of Law; Venue. This Agreement will be governed by the laws of the State of Texas, and the parties hereto agree that the venue of any action arising in regard to this Agreement will be Harris County, Texas, and the parties hereto agree to the jurisdiction and venue of the courts of said state and county to the exclusion of any other courts which otherwise may have had jurisdiction.

(c) Arbitration. Except as provided in Section 2.3 of this Agreement, if the parties cannot resolve and settle a dispute arising under or in relation to this Agreement by private negotiation within 30 days after one party gives the other written notice, the parties mutually agree to submit and resolve all issues involved in the dispute to binding arbitration. Arbitration will be instituted before the American Arbitration Association ("AAA") in Harris County, Texas, before a single arbitrator. In no event will the demand for arbitration be made after the date that institution of legal or equitable

proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. AAA will provide the parties with a list of at least three (3) neutral arbitrators from which the parties will select the arbitrator. Should the parties fail to agree upon and select an arbitrator therefrom, AAA will make the selection from said list. Each party shall, however, be given the right of one (1) peremptory challenge. Arbitration will be held and conducted before the one (1) selected arbitrator, whose decision will be final and binding on the parties. Any such arbitration proceeding will be completed expeditiously and without undue delay or expense, and the arbitrator will be directed to follow the terms of this Agreement in any arbitration proceeding. The costs and fees of the arbitrator will be borne equally by the parties. The losing party, as determined by the arbitrator, will pay the prevailing party's reasonable attorneys' fees. The arbitrator's award will be final and binding on all parties, and neither party will have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by law.

(d) Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

(e) No Exclusive Remedy. No remedy or election hereunder will be deemed exclusive but will be cumulative with all other remedies available at law or in equity.

(f) Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions hereof will survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the parties hereto insofar as that is possible.

(g) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and replaces and supersedes any and all prior or contemporaneous agreements or understandings, written, oral or otherwise with respect to the subject matter hereof. This Agreement and any of its terms and provisions may only be amended, modified, supplemented or waived in writing signed by both parties hereto.

(h) Assignment; Successors. None of the rights created under this Agreement may be assigned by Trainee without the prior written consent of Franchisor. This Agreement will be binding upon and inure to the benefit of Franchisor, its successors and assigns, and Trainee and its successors and permitted assigns.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. A party's signature to this Agreement transmitted by facsimile or electronic mail will have the same legal force and effect as the original. Each of the undersigned represents and warrants that he is duly authorized by the contracting party to sign this Agreement on behalf of said party.

(j) Force Majeure. In the event that either party is delayed or hindered in the performance of any obligation hereunder by reason of any cause beyond that party's reasonable control, then performance of such obligation will be excused for the period of the delay and the period for performance of any such obligation will be extended for a period equivalent to the period of such delay; provided, however, that any such extension will not exceed thirty (30) calendar days. The provisions of

this Section will not operate to excuse either party from the prompt payment of any amounts due and owing to the other party pursuant to the provisions of this Agreement.

(k) Modification. Trainee acknowledges and agrees that, as required by business conditions, geographic area including expansion, and/or other business factors as may be reasonably determined by Franchisor in its sole discretion, Franchisor may waive or modify the terms of the initial training agreement to other trainees, the terms and conditions of which may differ from those set forth in this Agreement. Trainee further understands and agrees that Franchisor has made no representations regarding the uniformity of its training agreements or arrangements.

(l) FDD. Trainee acknowledges having had an opportunity to review Franchisor's Franchise Disclosure Document for at least 14 calendar days before signing any agreement with Franchisor or making any payment to Franchisor, to consult with an attorney and other professional advisors of Trainee's choice, and Trainee has made the decision whether to consult with such advisors. Trainee represents and warrants that no person acting on Franchisor's behalf has made any representations or promises to Trainee about actual or potential sales, earnings, gross profits or net profits of a Snowfruit Unit, and Trainee is not relying on any representations or promises in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first seen above.

Trainee

JFE FRANCHISING, INC.

Name (print):

By:
Its:

EXHIBIT D
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
PURCHASE AGREEMENT AND EXHIBITS

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of _____ (the “Effective Date”) by and between JFE Franchising, Inc., a Texas corporation having its principal business address at 2021 Bingle Road, Houston, Texas 77055 (“Seller”), and _____, whose address is _____ (“Buyer”).

RECITALS

A. Seller or its affiliate, owns a license to operate and grant franchises to third parties to operate, within supermarkets, grocery stores, and other facilities fresh-cut fruit and vegetable units using the trademark “SNOWFRUIT” (“Snowfruit Units”).

B. Seller is the owner of certain furniture, equipment, inventory (collectively, the “Assets”) related to a Snowfruit Unit located within the supermarket, grocery store or third party facility set forth in Exhibit A (the “Location”).

C. Seller desires to sell to Buyer, and Buyer is desirous of purchasing from Seller the Assets, terms and conditions set forth in this Agreement. Buyer further desires to use the Assets to operate the Snowfruit Unit under a franchise obtained from JFE Franchising, Inc. (“Franchisor”).

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the parties hereby agree as follows:

Article 1.

Asset Sale and Purchase Transaction

1.1 Sale and Purchase of Assets. On the terms and subject to the conditions set forth herein, at the Closing (as defined below in Section 2.1) Seller will sell, assign, convey, transfer, and deliver to Buyer, and Buyer will purchase from Seller, the Assets set forth in Exhibit A. Buyer agrees that the Assets do not include, and this Agreement does not sell or transfer to Buyer, any right, title or interest in or to, the trade name “SNOWFRUIT” or any of the other trade names or service marks which are proprietary to Franchisor, or any permits, licenses or regulatory approvals issued to, or used by, Seller to conduct the business that is presently being conducted within the Location.

1.2 Purchase Price; Payment of Purchase Price. Buyer has delivered or will deliver to Seller the purchase price of _____ for the Assets (the “Purchase Price”). Seller and Buyer agree to negotiate in good faith with respect to the allocation of the Purchase Price among the Assets; provided, however, that such agreement shall not constitute a condition to either party's obligation to consummate the transactions contemplated by this Agreement. Buyer and Seller agree that their agreed upon allocation shall be used, reported and implemented for all federal, state, local and other tax purposes.

1.3 Assumption of Liabilities. Except as excluded in Exhibit B, Buyer will assume and perform and pay when due all the debts, liabilities, obligations, and contracts of the Assets of every kind, character, or description, whether accrued, absolute, contingent, or otherwise, existing as of the date of this Agreement. In addition, Buyer shall bear and pay, and shall hold harmless and indemnify Seller and each of the directors, officers, shareholders, employees, agents and other affiliates of Seller from and against, all sales taxes, use taxes and other similar taxes incurred in connection with the sale and conveyance of the Assets, and Buyer will pay its

portion, prorated as of the closing date, of state and local real and personal property taxes of the business.

1.4 Franchise. Buyer shall contemporaneously enter into a franchise agreement with Franchisor and pay all amounts due under such franchise agreement. Buyer acknowledges that the Location is in a supermarket, grocery store or other venue owned, leased, and/or operated by a third party (“Facility Owner”). Buyer further acknowledges that Buyer’s right to operate any business at the Location is subject to an agreement between Facility Owner and Franchisor, and that the Facility Owner may object to or require adjustments to Buyer’s operation of the franchised business. Franchisee acknowledges and agrees that termination of the agreement with Facility Owner may result in the termination of the rights to operate the business at the Location.

**Article 2.
Closing**

2.1 Closing. The closing of the sale and transfer of the Assets (the “Closing”) and the consummation of the other transactions contemplated by this Agreement shall take place on or before _____ (the “Closing Date”) provided, however, that the Closing Date

may be any other date that is mutually agreed upon in writing by Buyer and Seller. The Closing shall be deemed to be effective for tax, financial and accounting purposes as of 5:00 P.M. (PST) on the Closing Date.

2.2 Deliveries by Seller. Seller will deliver to Buyer on the Closing Date, in consideration for receipt of the Purchase Price, an executed Bill of Sale attached as Exhibit C, and possession and control of all of the Assets to Buyer.

2.3 Deliveries by Buyer. Buyer will deliver to Seller on the Closing Date, a check or confirmation of wire transfer in the amount of the Purchase Price, and all consents, agreements, and other instruments and documents, required to be delivered at or prior to the Closing Date or otherwise required to implement the intent of this Agreement;

**Article 3.
Seller’s Representations and Warranties**

Seller warrants to Buyer as follows:

3.1 Due Organization. Seller warrants to Buyer that Seller is a corporation duly organized and existing under the laws of the State of Texas, and is in good standing in the State of Texas.

3.2 Title to Assets. Seller warrants that it has good and marketable title to all assets covered by this Agreement.

3.3 Authority to Sell. Seller has full power and authority to sign, deliver and perform this Agreement and sell the Assets to Buyer.

**Article 4.
Representations and Warranties of Buyer**

Buyer represents and warrants to Seller as follows:

4.1 Due Organization. Buyer represents and warrants to Seller that Buyer is a _____ duly organized and existing under the laws of the State of _____, is

duly qualified to transact business in the State of [_____], and is in good standing in the State of [_____].

4.2 Power. Buyer has the power and authority to enter into this Agreement and any agreements related hereto to which it is or is to become a party and perform its obligations under this Agreement and under such agreements contemplated hereby.

4.3 Authorization; Enforceability. This Agreement and all agreements contemplated hereby to which Buyer becomes a party, has been duly executed and delivered by Buyer, and constitutes the legal, valid and binding obligations of Buyer enforceable against it in accordance with their respective terms. Each agreement contemplated hereby to which Buyer is to become a party, when executed and delivered by Buyer, will constitute the legal, valid and binding obligation of Buyer, enforceable against it in accordance with the terms of such legal agreement. All agreements contemplated hereby to which Buyer is or is to become a party have been duly and validly authorized by all necessary limited liability company proceedings by Buyer.

4.4 No Breach or Violation. Neither the signing nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with or result in a violation or breach of, or constitute a default under, any mortgage, lease or agreement, pursuant to which Buyer is a party or violate any judgment, order, permit, or decree binding on Buyer. Buyer represents that no consent, approval, or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement.

4.5 Inspection. Buyer acknowledges and agrees that it, prior to the execution of this Agreement, have had the right to (i) inspect and investigate each and every aspect of the Assets, and all factors relevant thereto, including, without limitation, the value of said Assets, (ii) review all information in the possession of Seller pertaining to the Assets, (iii) the cooperation of Seller's officers, employees, and agents, with respect to such information, and (iv) conduct and perform valuations regarding each of the Assets. Buyer has agreed to the Purchase Price on the basis of its own independent investigation and credit evaluation of the Assets.

4.6 As-Is Condition. BUYER HAS THOROUGHLY INSPECTED THE ASSETS AND AGREES TO ACCEPT THE ASSETS CONTEMPLATED TO BE TRANSFERRED BY THIS AGREEMENT IN AN "AS IN" AND "WHERE IS" CONDITION, WITHOUT ANY REPRESENTATION OR WARRANTY FROM SELLER REGARDING CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER'S EXECUTION OF THIS AGREEMENT SHALL BE DEEMED A CONCLUSIVE PRESUMPTION THAT BUYER HAS ACCEPTED THE PHYSICAL CONDITION OF THE ASSETS. Buyer further represents to Seller that Buyer has diligently studied and analyzed the market for Snowfruit Units. Buyer further expressly acknowledges that neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations of any kind, nature, or description, direct or implied, verbal or written, with respect to said Assets. Buyer hereby waives the benefit of any statute, law, or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this Section.

4.7 Finders' Fees; No Existing Discussions. Neither Buyer nor any of its respective officers, members or employees has employed any broker or finder or incurred any liability for any brokerage fee, commission or finders' fee in connection with any of the transactions contemplated by this Agreement. As of the date of this Agreement, Buyer is not engaged, directly or indirectly, in any discussions or negotiations with any other party with respect to a proposal to acquire, in any manner, the assets of Buyer or the capital stock of Buyer .

Article 5. Covenants

5.1 Further Assurances. After the date of this Agreement, and for no further consideration except as set forth herein, the parties shall execute and deliver such additional documents and take such additional actions as may be deemed reasonably necessary or advisable by any party in order to consummate the transactions contemplated by this Agreement.

5.2 Confidential Information. Buyer agrees that, unless and until the purchase and sale of the Assets has been consummated, Buyer and its officers, directors, and other representatives will hold in strict confidence all confidential data and information with respect to the Assets and Seller's business obtained in connection with this Agreement; and if the transactions contemplated by this Agreement are not consummated, Buyer will return to Seller all confidential written data and information obtained from Seller as it may reasonably request.

5.3 Bulk Sales. The parties mutually agree to waive compliance with the bulk sales provisions of the Uniform Commercial Code of the State in which the Assets are located, or any other applicable "bulk transfer" law in connection with the sale of the Assets. Buyer agrees that Buyer shall be solely liable for any and all damages arising from Buyer's non-compliance with the bulk sales law and hereby waives any and all rights of reimbursement Buyer may have against Seller arising under any law, statute or regulation. Buyer agrees to indemnify Seller from any loss, cost or expense (including attorneys' fees and costs) of Seller which arises from Buyer's failure to comply with all such applicable laws. Nothing herein contained shall be construed as an acknowledgment by any person that any such law is applicable to such sale.

5.4 Obligations to Personnel. Seller shall be solely responsible for payment of and shall pay all compensation due or to become due to personnel of the Snowfruit Unit operated at the Location for services performed through the Closing Date.

5.5 Condition Precedent. On or before the Closing, the following conditions must be satisfied or this Agreement will be terminated and no longer have any force or effect: (i) no statute, rule, regulation, order, stay, injunction, or decree shall have been promulgated, enacted, entered, or enforced by any United States federal or state government, governmental authority, governmental agency or court of competent jurisdiction, which would prevent or make illegal the sale of the Assets to Buyer and the payment of the Purchase Price, (ii) Buyer must have entered into a franchise agreement with Franchisor.

5.6 Default. If Buyer breaches its duties, covenants and/or obligations that are required to be performed under the terms of this Agreement or franchise agreement (each, a "default"), Seller may seek to enforce any remedy to which Seller may be entitled, whether at law or in equity, except as otherwise provided in this Agreement.

**Article
6**

**Survival of Representations, Warranties and Covenants;
Indemnification.**

6.1 Survival of Representations, Warranties and Covenants. All warranties, representations, covenants, obligations and agreements contained in this Agreement shall survive the deliveries made pursuant to Section 2.

6.2 Indemnification. Buyer shall indemnify, defend, save and hold harmless Seller and its officers, directors, employees, and agents (each, a “**Indemnitee**”) from and against any and all damages (collectively, “**Damages**”) directly or indirectly asserted against, imposed upon, resulting to, or incurred or required to be paid by Indemnitee from or in connection with, (i) any breach or inaccuracy of any representation or warranty made by Buyer in this Agreement or in any certificate or document delivered by Buyer in connection with this Agreement or any other agreement to which Buyer is a party, and (ii) a breach or nonperformance of any covenant made or obligation undertaken by Buyer in or in connection with this Agreement or any other agreement to which Buyer is or is to become a party.

**Article
7**

Miscellaneous

7.1 Costs and Expenses. Except as set forth herein, Buyer and Seller shall each pay its respective legal and other transactional fees and expenses incurred by or on behalf of it in connection with this Agreement and the transactions contemplated hereby.

7.2 Notices. All notices given or made in connection with this Agreement shall be in writing. Delivery of written notices shall be effective upon receipt. All deliveries shall be made to the following addresses:

(i) if to Buyer:

(ii) if to Seller:

Any party may change the address to which notice (or copies) to it shall be addressed by giving notice of that change to the other parties in accordance with this Section.

7.3 Assignment. This Agreement and all the rights and powers granted by this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall have any right to assign, transfer, alienate, encumber or hypothecate any of its rights or obligations hereunder without the express prior written consent of the other party; provided that Seller may assign this Agreement and its rights, interests or obligations hereunder to any affiliate of Seller.

7.4 Consideration; Recitals; Governing Law; Jurisdiction. The parties

acknowledge the mutual receipt and sufficiency of valuable consideration for the formation of the legally binding contract represented by this Agreement. The consideration includes all of the representations, warranties, covenants and obligations contained in this Agreement. The recitals set forth on page one of this Agreement are incorporated into this Agreement and made a part of this Agreement. Except with respect to injunctive relief, for any disputes arising between the parties in connection with this Agreement and the transactions contemplated hereby, the parties shall make a good faith effort to reach an amicable resolution for a period of thirty (30) days. Any dispute arising from or related to this Agreement and the transactions contemplated hereby shall be decided by a court of law in Harris County, Texas, without regard to venue, *forum nonconveniens* or personal jurisdiction issues, all challenges to which are hereby waived. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of law doctrines.

7.5 Amendment and Waiver; Cumulative Effect. To be effective, any amendment or waiver under this Agreement must be in writing and signed by the parties hereto. Neither the failure of any party to exercise any right, power or remedy provided under this Agreement or to insist upon compliance by any other party with its obligations under this Agreement, nor any custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver by such party of its right to exercise any such right, power or remedy or to demand such compliance. The rights and remedies of the parties are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter at law, in equity, by statute or otherwise.

7.6 Attorneys' Fees. In the event of any suit or other proceeding between the parties with respect to this Agreement or the subject matter of this Agreement, the prevailing party shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorneys' fees, expenses, and costs as actually incurred.

7.7 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between Buyer and Seller concerning their rights and obligations with respect to the sale and purchase of the Assets. Any agreements or representations respecting the Assets or sale to Buyer not expressly set forth in this Agreement shall have no effect, except for a subsequent written modification signed by the party to be charged.

7.8 Headings. The section headings in this Agreement herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

7.9 Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable legal requirement in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.10 Incorporation of Recitals. The Recitals set forth in the first page of this Agreement are incorporated herein by this reference as though set forth herein.

7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

The parties, each intending to be legally bound by this Agreement, have executed this Agreement as of the first date identified in the first sentence of this Agreement.

Seller

By: _____ Name:
Title: _____

Buyer

By: _____ Name:
Title: _____

Exhibit A to Purchase Agreement - Assets

Location:

Assets:

Exhibit B to Purchase Agreement – Excluded Liabilities

Exhibit C to Purchase Agreement – Bill of Sale

BILL OF SALE

Pursuant to and in compliance with that certain Purchase Agreement dated _____, _____, by and between [_____] (“**Seller**”) and [_____] (“**Buyer**”), the undersigned Seller, for the good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assets as defined in the Purchase Agreement.

SELLER MAKES NO WARRANTY OF MERCHANTABILITY NOR OF FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS. BUYER ACCEPTS THE ASSETS IN "AS-IS" AND "WHERE IS" CONDITION WITH ALL FAULTS.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this _____ day of _____, 20__.

Seller

By:
Its:

Buyer

By:
Its:

**EXHIBIT E
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT**

TABLE OF CONTENTS FOR:

**IN-STORE CUT FRUIT PROGRAM GUIDELINES
SOP MANUAL (Standard Operating Procedures)**

CONTENTS of SOP (Standard Operating Procedures) – Snowfruit Program

<u>Topic</u>	<u>Page</u>
Introduction	2
Rules for Providing Safe Food	2
Daily Logs	2
The Flow of Food	2
Facility Requirements	3
Protection from Adulterants	3
Use of Toxic Compounds	3
Purchasing Fruit Supplies	3
Food Storage	4
Display Case	5
Food Preparation	5
Introduction to Washing Fruits	7
Cooling Fruits Prior to Cutting	9
Proper Labeling	10
Shelf Life	10
Product Recalls	11
Approved Equipment	12
Thermometers	12
Cleaning and Sanitizing of Equipment and Surfaces	14
Chemical Storage	15
HACCP	15
Business License/Health Permit	17
Storage of Personal Belongings	18
Personal Hygiene & Personal Cleanliness	18
Illness Policy	20
Total # pages	26 pages

Contents of In-Store Cut Fruit Program Guidelines

<u>Topic</u>	<u>Page</u>
Suggested Backroom Equipment & Small wares	2
In-Store Cut Fruit Food Safety Policy	3
Purchasing Procedure	4
Location	4
Quality Check	5
Cut Fruit Dating	9
Fruit Washing Procedure	12
Cleaning Guidance	13
Prepping Guidance	15
Packaging Guidance	30
Cut Fruit Section	36
Menu	37
Total # pages	69

EXHIBIT F
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
LIST OF FRANCHISED OUTLETS

**List of Current Franchisees
As of March 31, 2024**

Address	City/State		Name	Phone #
300 N Dean Road	Auburn	AL	Oscar Guan	626-759-4870
6070 Moores Mill Rd	Huntsville	AL	Mikel Khawlhing	515-505-6248
7090 Highway 72 W	Huntsville	AL	Thang Tun	432-235-2414
8847 Hwy 72 W	Madison	AL	Lalduhawma Biak	913-283-0364
4579 Wall Triana Hwy.	Madison	AL	Cung Lian Sang	615-584-6977
2460 Enterprise Dr	Opelika	AL	Ro Hmun Lian	317-629-1390
150 E. Old West Highway	Apache Junction	AZ	Thawng Hnin	602-718-4495
19600 W Indian School Rd	Buckeye	AZ	Zing Chin Rem	602-561-0634
2929 E. Ocotillo Rd.	Chandler	AZ	Silas Tiallen Khup	602-397-6944
1455 N Higley Rd	Gilbert	AZ	Jung Min Park	480-252-6198
4075 E Williams Field Rd	Gilbert	AZ	Jungki Mun	480-799-8647
16380 W Yuma Rd	Goodyear	AZ	Iang Hnem Par	602-664-0000
13730 W. Camelback Rd.	Litchfield Park	AZ	David Ralawk	602-545-8720
1935 N Stapley Dr	Mesa	AZ	Sonia R Bik	214-960-0212
2724 S. Signal Butte Rd.	Mesa	AZ	Jung Min Park	480-252-6198
25401 N. Lake Pleasant Pa	Peoria	AZ	Thiang Nun Mawi	228-238-5503
4707 E Shea Blvd	Phoenix	AZ	Sui Naum Par	817-996-3174
2800 West Dove Valley	Phoenix	AZ	Mary Sui	817-766-0184
1311 E. Bell Rd.	Phoenix	AZ	Dawt Khun	623-241-1966
25105 S Ellsworth Rd	Queen Creek	AZ	Ceu Lian Thang	602-544-9537
16400 W Pat Tillman Blvd Surprise	Surprise	AZ	Lal Ram Hngak	801-815-5515
8031 Wadsworth Blvd	Arvada	CO	Hyo Jin Kim	720-394-4659
15200 W 64Th Ave	Arvada	CO	Hoi Chum	214-730-2968
711 E Cooper Ave	Aspen	CO	Tuan Hmung	561-872-0957
6125 N Jackson Gap Way	Aurora	CO		
25701 E Smoky Hill Rd	Aurora	CO	Jonah Cung Tha Lian	614-668-6264
0072 Beaver Creek Pl	Avon	CO	Ci Mang	317-993-4217
1045 S 1st St	Bennett	CO	Kuang Kye Oo	720-548-8339
6550 Lookout Rd	Boulder	CO	Moe Moe San	430-666-4983
3600 Table Mesa Dr	Boulder	CO	Thla Cung	580-406-6370
1650 30th St	Boulder	CO	Moe Moe San	430-666-4983
100 N 50th Ave	Brighton	CO	Van Lian Thang	720-394-9417
2355 W 136th Ave	Broomfield	CO	Enoch Lal Ni Eng	720-840-6655
905 Highway 133	Carbondale	CO	Thawng Lian Thang	432-230-7687
7284 Lagae Rd	Castle Pines	CO	Tei Cung	270-599-7508
5544 Promenade Pkwy	Castle Rock	CO	Ngun Hlawn Tial	720-382-9480
750 Ridge Rd	Castle Rock	CO	Hnem Te Hlawning	270-599-6041
9225 N Union Blvd	Colorado Springs	CO	Biak Nun Awi	469-260-6701
7915 Constitution Avenue	Colorado Springs	CO	Biak Nun Awi	469-260-6701
15051 E. 104Th Ave.	Commerce City	CO	Ngun Tlung	301-305-1714
25637 Conifer Rd	Conifer	CO	Tawk Lian	303-961-2521
2750 S Colorado Blvd	Denver	CO	Lal Muansang	269-967-3595
1155 E 9Th Ave	Denver	CO	Min Min Maung	720-447-8226
300 Dillon Ridge Rd	Dillon	CO	Joel Cimang	972-598-2486
6 Town Plaza Shop Center	Durango	CO	Cung Lian Hup	432-235-2134
3130 Main Ave	Durango	CO	Dawt Len Sung	432-260-6100
0103 Market St	Eagle	CO	Hram Bik	214-845-2085

**List of Current Franchisees
As of March 31, 2024**

1891 State Highway 7	Erie	CO	Cung Lian	720-838-9348
1173 Bergen Pkwy	Evergreen	CO	Stanly Van Biak Lian	720-244-5220
7530 Falcon Mkt. Pl.	Falcon	CO	Biak Ngun Awi	469- 260-6701
6110 Firestone Blvd	Firestone	CO	Hmun Lian	214-558-5572
1015 S Taft Hill Rd	Fort Collins	CO	Ngun Za Thluai	903-841-9374
4503 John F Kennedy Pkwy	Fort Collins	CO	Van Ngeih Lian	816-294-1444
2602 S Timberline Rd	Fort Collins	CO	Ngun Hnem Par Sang Te	563-283-3025
1842 N College Ave	Fort Collins	CO	Nawi lap	641-691-2289
4600 Leetsdale Dr	Glendale	CO	Tha Hlei Sung	720-688-5526
1410 Grand Ave	Glenwood Springs	CO	Island Thanga	317-457-3018
2100 35th Ave	Greeley	CO	Siang Peng	240-409-5016
6922 W 10th St	Greeley	CO	Satin Hre	720-530-9851
880 N Main St	Gunnison	CO	Nai Suit Poung Chan	432-289-8408
9551 S University Blvd	Highlands Ranch	CO	Ma Win Khin	720-216-3646
480 US Highway 287	Lafayette	CO	Bawi Lian Thang	309-989-2315
9820 W Belleview Ave	Littleton	CO	Joseph Thang	720-253-3042
995 S Hover St	Longmont	CO	Sang Ceu Lian	720-998-9580
1611 Pace St	Longmont	CO	Biak Lian Thawng	317-830-9156
1375 E South Boulder Rd	Louisville	CO	Tyres Par	720-921-4492
253 E 29th St	Loveland	CO	Chan Lianuk Phunthang	765-336-9076
1275 Eagle Dr	Loveland	CO	Lian Bawi Mang	317-525-6900
425 S Main St	Moab	CO	Sum Kuk	563-316-4886
16400 S Townsend Ave	Montrose	CO	Van Bawi Lian	432-638-7640
1070 W Baptist Rd	Monument	CO	Ngunkar Phuting	463-212-9227
850 Castle Valley Blvd	New Castle	CO	Maritza Ramos	970-987-3067
12959 S Parker Rd	Parker	CO	Beauty Fam Tin Par	469-655-6975
17031 Lincoln Ave	Parker	CO	Aung Moe	720-862-9769
17761 Cottonwood Dr	Parker	CO	Par Tha Hnem	720-324-6479
1320 Railroad Ave	Rifle	CO	Maritza Ramos	970-987-3067
1825 Central Park Dr	Steamboat Springs	CO	Chan Kip Thang	319-936-4012
3801 E 120th Ave	Thornton	CO	Jose Ricardo Martinez Gomez	720-250-6612
13700 Colorado Blvd	Thornton	CO	Ngun Thawn Bik	720-382-4703
1520 Main St	Windsor	CO	Dawt Bawi Ceu	317-445-6353
7925 American Way	Groveland	FL		
3330 Cobb Pkwy NW Suite 200	Acworth	GA	Zam Thawn Thang	678-387-0956
1720 Mars Hill Rd NW	Acworth	GA	Kam Za Mung	404-509-6039
3000 Old Alabama Rd	Alpharetta	GA	Mercy Hae Ku	512-748-5387
10945 State Bridge Rd	Alpharetta	GA	Ngun Tin	309-281-0639
12460 Crabapple Rd	Alpharetta	GA	Jong Hee Park	678-644-1040
5665 Atlanta Hwy	Alpharetta	GA	David Lian	903-209-7791
12870 State Highway 9	Alpharetta	GA	Maini Paw	404-553-5927
191 Alps Rd	Athens	GA	Van Biak Thawng	404-399-6409
700 US Hwy 29 N	Athens	GA	Ngun Hlei Tial	240-586-1540
2301 College Station Road	Athens	GA	Saw Htay Lwin	337-701-1214
1720 Epps Bridge Pkwy	Athens	GA	Naw Htoi	404-942-9018
2090 Dunwoody Club Dr	Atlanta	GA	Sui Tha Cer	309-644-9037
1715 Howell Mill Rd NW	Atlanta	GA	Van Tun Oitoe	404-955-5276

**List of Current Franchisees
As of March 31, 2024**

4920 Roswell Rd	Atlanta	GA	Qialong Wu	678-900-3958
2205 Lavista Rd NE	Atlanta	GA	Van Peng Bawi Tlung	678-320-7864
1225 Caroline St NE	Atlanta	GA	Hyunjeong Song	818-425-0730
3871 Peachtree Rd NE	Atlanta	GA	Sui Khing Tial	913-313-3786
800 Glenwood Ave SE	Atlanta	GA	Hyunjeong Song	818-425-0730
3559 Chamblee Tucker Rd	Atlanta	GA	Amos Thang	404-664-6688
725 Ponce De Leon Ave NE	Atlanta	GA	Bawi Cung	762-251-9453
1700 Monroe Drive NE	Atlanta	GA	Sung Nawn lang	404-664-0001
2685 Metropolitan Pkwy SW	Atlanta	GA	Da Jung Jung	706-616-3535
590 Cascade Ave SW	Atlanta	GA	Van Siang Cer	904-442-3220
3030 Headland Dr SW	Atlanta	Ga	Jong Hee Park	678-644-1040
3425 Cascade Rd SW	Atlanta	GA	Gin Suan Nang	404-399-0245
1160 Moreland Ave SE	Atlanta	GA	Tuan Tang	770-276-8271
2452 Morosgo Way	Atlanta	GA	Je Sy	678-414-7407
1799 Briarcliff Rd NE	Atlanta	GA	Yaw Htung	404-916-1289
2801 Washington Road	Augusta	GA	Cho Cho	507-530-6444
125 Towne Dr	Bluffton	GA	Tun Ming Tha	704-713-8613
774 SR 96	Bonaire	GA	Lal Nun Mawii	206-458-4302
3300 Hamilton Mill Rd	Buford	GA	Monica Asian	678-683-3384
8020 Cumming Hwy	Canton	GA	Van Mawi Zi	480-848-8967
6766 Hickory Flat Hwy	Canton	GA	Chou Mooi See Thou	678-200-9899
1355 S Park St	Carrollton	GA	Thomas Bawi Thawng Lian	317-384-2823
125 Main St Market Pl	Cartersville	GA	Tan Lian	317-652-8471
6055 Old National Hwy	College Park	GA	Hang Lian Thang	678-347-0269
1745 GA-138 SE	Conyers	GA	Tun Lam Cin	678-392-5436
3139 U.S. Highway 278 NE	Covington	GA	Niang Muan Ciang	404-551-6289
5341 Highway 20 S	Covington	GA	Duh Thang	770-568-4865
3700 Salem Rd	Covington	GA	Thang Hil Mang	404-808-1345
5550 Bethelview Rd	Cumming	GA	Maung Maung	309-716-0541
2325 Bethelview Rd	Cumming	GA	Khin Maung Aye	317-793-9437
2655 Freedom Pkwy	Cumming	GA	Temoti Bawi	317-665-5408
1595 Peachtree Pkwy	Cumming	GA	In Gyung Lim	678-350-3727
505 Dacula Rd	Dacula	GA	Chris Par En Chin	309-317-1994
2700 Braselton Hwy	Dacula	GA	Cingh Lun	678-613-3181
8876 Dallas Acworth Hwy	Dallas	GA	Cin Zam	470-519-7960
455 Nathan Dean Blvd	Dallas	GA	Rebecca Nuam	404-503-5055
1365 W Walnut Ave	Dalton	GA	Jering Lal Hnin	762-204-5267
378 Marketplace Pkwy	Dawsonville	GA	Ngun Thang Liang	309-550-6622
2875 N Decatur Rd	Decatur	GA	Thang Sian Khai	904-365-0645
3479 Memorial Drive	Decatur	GA	Thian Rem Sui	336-451-8748
2385 Wesley Chapel Rd	Decatur	GA	San Zi	770-383-5101
4919 Flat Shoals Pkwy	Decatur	GA	Zo Khan Mang	941-914-6747
3251 Highway 5	Douglasville	GA	William Luai	478-588-6043
8501 Hospital Dr	Douglasville	GA	Salai Thang	404-964-4062
3875 Chapel Hill Rd	Douglasville	GA	Vung Khan Cing	470-701-2745
4815 Ridge Rd	Douglasville	GA	Tual Khan Pau	770-866-4542
1100 Hillcrest Pkwy	Dublin	GA	Memory Paw	803-238-9088
3093 Steve Reynolds Blvd	Duluth	GA	Ngun Khar Lian	309-282-6019

**List of Current Franchisees
As of March 31, 2024**

3455 Peachtree Industrial	Duluth	GA	Vung Zam Niang	470-383-0601
6555 Sugarloaf Pkwy	Duluth	GA	Za Tlem Cin	404-721-7474
4498 Chamblee Dunwoody Rd	Dunwoody	GA	Ceu Lian Hmung	309-317-1994
101 Fairview Rd	Ellenwood	GA	Peter Kam Khan Mung	404-399-5758
4355 Washington Rd	Evans	GA	Sunbright Lee Lu	919-343-6521
134 Banks Crossing	Fayetteville	GA	Alizabet Zathang	678-592-1184
805 Glynn St S Ste 117	Fayetteville	GA	Vung Luan Nuam	404-578-2107
7380 Spout Springs Rd	Flowery Branch	GA	Par Bawi	404-337-8866
4025 Winder Hwy	Flowery Branch	GA	Bawi Za Ling	678-330-7934
1931 Jesse Jewell Pkwy	Gainesville	GA	David Ngun Liang Mang	470-209-9723
3630 Thompson Bridge Rd	Gainesville	GA	Mang Lam Pau	404-510-3600
1911 Grayson Hwy	Grayson	GA	Kai Lam Khai	678-592-1112
1524 GA-16	Griffin	GA	Phoe Zaw	956-308-8886
435 Lewiston Road	Grovetown	GA	Wah Gay Lo	336-307-1633
555 W Oglethorpe Hwy	Hinesville	GA	Hau Nuam Mang	404-551-7362
115 Bill Wigington Pkwy	Jasper	GA	Ngun Men Tial	470-775-8754
1685 Old Pendergrass Rd	Jefferson	GA	Hniar Chin Thluai	317-775-2883
8465 Holcomb Bridge Rd Su	Johns Creek	GA	Cing Ngaih Lian	404-453-6919
8059 Tara Blvd	Jonesboro	GA	Nuam Lam Cing	678-365-5245
10375 Tara Blvd	Jonesboro	GA	Vung Hat Cing	404-750-0764
3895 Cherokee St NW	Kennesaw	GA	Vung Kham Dim	470-902-7859
203 Commerce Ave Suite A	LaGrange	GA	Do Thuang	404-637-4194
5664 Jonesboro Rd	Lake City	GA	Kai Cin Lian	678-614-9514
455 Grayson Hwy	Lawrenceville	GA	Ah Din Lahpai	770-743-6043
1475 Buford Dr	Lawrenceville	GA	Kap Lian Thang	517-894-8854
950 Herrington Rd	Lawrenceville	GA	Dai La Pau	770-882-1786
3050 Five Forks Trickum R	Lilburn	GA	Tuan Nei Par	678-558-2304
4155 Lawrenceville Hwy NW	Lilburn	GA	Nel Lam Vung	678-536-5141
630 Thornton Rd	Lithia Springs	GA	Thang En Tuang	404-824-4246
6678 Covington Hwy	Lithonia	GA	Ngun Tei	678-485-1984
4753 Atlanta Hwy	Loganville	GA	Biak Tha Sung	678-656-7480
910 Athens Hwy	Loganville	GA	Martin Nang En Khai	404-551-7528
4875 Floyd Rd SW	Mableton	GA	Hannah Sui	404-645-9503
660 North Ave	Macon	GA	Cin Khai	404-824-4159
220 Tom Hill Sr Blvd	Macon	GA	Sui Chan Ceu	317-331-8083
4321 Hartley Bridge Rd	Macon	GA	Phung Hnin Subia	317-832-8658
4650 Forsyth Rd	Macon	GA	Thang Sian Mung	754-801-3750
4628 Presidential Pkwy	Macon	GA	Steven Tial Cem Thang	269-366-7849
5928 Zebulon Rd	Macon	GA	Van Hnin	317-282-3905
1310 Powers Ferry Rd	Marietta	GA	Ceu Bik Thawng	309-292-6571
3595 Canton Rd	Marietta	GA	Zaw Lunn Tun	404-587-8961
4880 Lower Roswell Rd	Marietta	GA	Van Siang Cer	904-442-3220
3600 Dallas Hwy SW	Marietta	GA	Hau En Pau	404-581-2386
2100 Roswell Rd Suite 214	Marietta	GA	Thang Do Lian	469-643-8814
1000 Whitlock Ave NW	Marietta	GA	Thang Sian Pau	678-500-5901
1690 Powder Springs Rd SW	Marietta	GA	Thang Sian Pau	678-500-5901
2960 Shallowford Rd	Marietta	GA	Van Tha Cung	678-464-8035

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4115 Columbia Road	Martinez	GA	Kweh Kalu Taw	803-476-7090
5900 E Lake Pkwy	McDonough	GA	Aung That	404-205-3403
301 Jonesboro Road	McDonough	GA	Tha Bawi Thawng	678-478-9597
2809 N Columbia St	Milledgeville	GA	Zing Bawi Cer	317-332-4364
2000 Anvil Block Rd	Morrow	GA		
3150 GA-34	Newnan	GA	Rual Thang	470-357-7495
1751 Newnan Crossing Blvd	Newnan	GA	Sui Len Sung	770-203-7477
48 Bullsboro Dr	Newnan	GA	David Tha Ceu	678-939-7771
1284 Knox Ave	North Augusta	GA	Eh Eh	803-269-4455
564 Crosstown Dr	Peachtree City	GA	Steven Bawi Tlung	678-520-7039
1017 N Peachtree Pkwy	Peachtree City	GA	Za Neih Cung	678-520-7059
4400 Brownsville Rd	Powder Springs	GA	Van Tun Oitoe	404-955-5276
53 Exchange St	Richmond Hill	GA	Thawng Hlei Mang	317-389-7426
461 S Columbia Ave	Rincon	GA	Cung Thawng	317-832-8658
7125 GA Highway 85	Riverdale	GA	Vung Luan Nuam	678-856-0983
1476 Turner McCall Blvd SW	Rome	GA	Dawt Hlei Sung	762-204-5317
570 E Crossville Rd	Roswell	GA	Cin Geel Tung	678-305-8753
900 Marietta Hwy	Roswell	GA	Ram Bing	404-512-6527
227 Sandy Springs Pl NE	Sandy Springs	GA	Van Lalnun Lian	317-494-5161
318 Mall Blvd #100	Savannah	GA	Sui Tin Tial	309-368-4536
311 E Gwinnett St	Savannah	GA	JP Mah Chei	432-880-3303
7 Diamond Causeway	Savannah	GA	Uk Thang Ram	832-387-9582
495 Johnny Mercer Blvd	Savannah	GA	Nyi Nyi Zaw	317-982-8511
5720 Ogeechee Rd	Savannah	GA	Jp Mah Chei	832-387-9582
1900 E Victory Dr Suite 1	Savannah	GA	Van Sui Thang	214-257-3190
3240 S Cobb Dr	Smyrna	GA	Chun Tei Vanbiak Lian	309-269-3951
4715 S Atlanta Road	Smyrna	GA	Chun Tei Vanbiak Lian	309-269-3951
1670 Scenic Hwy SW	Snellville	GA	Peng Hu	317-491-3537
3035 Scenic Hwy S Suite 1	Snellville	GA	Mang Hlei Tial	404-263-5138
3618 Highway138 SE	Stockbridge	GA	Roseena Neh Reh	978-606-1662
1750 Hudson Bridge Rd	Stockbridge	GA	Thang Khan Lian	404-551-7119
1227 Rockbridge Rd SW	Stone Mountain	GA	Ngun Tha Zi	309-317-7032
1232 S Hairston Rd	Stone Mountain	GA	Dar Cuai	404-343-9321
6001 Cumming Hwy NE	Sugar Hill	GA	Khan Taung	770-855-6784
400 Peachtree Industrial Blvd	Suwanee	GA	Kimberly Biakthapar Sakhong	317-453-0623
3651 Peachtree Pkwy	Suwanee	GA	Noela Siang Men	404-293-4725
2121 Lawrenceville Suwane	Suwanee	GA	Sui Dim	404-482-5534
4357 Lawrenceville Hwy	Tucker	GA	Yanjia Zhang	678-622-5480
4550 Jonesboro Road	Union City	GA	Bawi lang	404-437-0770
3094 Watson Blvd	Warner Robins	GA	Tin Vang	317-672-8692
115 Russell Pkwy	Warner Robins	GA	Thang Mung	754-801-3750
1606 Memorial Dr	Waycross	GA	Htan San	904-309-4611
2295 Towne Lake Pkwy	Woodstock	GA	Henry Tlan	770-379-3065
12050 Highway 92 Suite 11	Woodstock	GA	Do Sian Khai Tangpua	678-301-8427
937 E Main St	Burley	ID	Deysi Orozco	208-969-1638
1609 S Park Ave	Herrin	IL	John Ling Awm	270-938-5811
415 S 42Nd St	Mount Vernon	IL	Thang Hlupuii	317-796-8306

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As of March 31, 2024**

1034 State Road 229 North	Batesville	IN	Cung Ri Lian	317-969-3460
2631 16th St	Bedford	IN	Thiang Piang	317-437-0645
9501 County Road 403	Charlestown	IN	Om Naing Om Kui	509-795-6328
305 E Lewis And Clark Pkw	Clarksville	IN	Duh Nung Lian	269-544-9102
389 Old Capital Plaza NW	Corydon	IN	Lal Pan Thang	502-714-3300
1027 Jeffersonville Commons Dr	Jeffersonville	IN	Ruth Van Tha	317-800-1326
880 W Eads Pkwy	Lawrenceburg	IN	Mang Hlun Bawi	859-415-6220
525 E Clifty Dr	Madison	IN	Hre Lian	317-657-0926
5705 S State Route 48	Maineville	IN	Cung Ri Lian	317-969-3460
200 New Albany Plaza	New Albany	IN	Biak Tin Par	317-658-8233
2864 Charlestown Rd	New Albany	IN	Vang Aung	317-756-8608
7605 Highway 311	Sellersburg	IN	Lal Thlan Liana	502-291-9590
225 E Cloud Ave	Andover	KS	Ceu Dun	913-326-4932
1624 N Rock Rd	Derby	KS	Rung Hnin	913-293-5564
1305 E. Kansas	Garden City	KS	Nang Za Thang	806-922-0538
1305 E. Kansas	Garden City	KS	Nang Za Thang	806-922-0538
1902 Vine St	Hays	KS	Bawi Khua Thang	317-918-9983
517 W. 27th	Hays	KS	Bawi Khua Thang	317-918-9983
3200 Plaza East Dr	Hutchinson	KS	Lian Zakham Thluhlawng	716-867-7226
618 W 6th St	Junction City	KS	Pa Mang	913-218-5500
4701 W 6th St	Lawrence	KS	Tuan Iap Thang	641-691-6694
3000 W. 6th	Lawrence	KS	Sui Lian Uk	913-991-4784
1740 Massachusetts	Lawrence	KS	Ze Tsai Tangbau	717-480-7988
1015 W 23rd St	Lawrence	KS	Ah Dee Lahtaw	804-591-7883
720 Eisenhower	Leavenworth	KS	Veronica Van Nei Rem	785-813-3063
1417 N. Kansas	Liberal	KS	Man Za Huai	580-206-4010
1101 Westloop Pl	Manhattan	KS	Sui Nuam Par	817-996-3174
130 Sarber Lane	Manhattan	KS	Ni Hlei Tial	913-972-5806
1216 N. Main St	Newton	KS	Brangawng Kareng	817-243-2989
1235 E Cloud St	Salina	KS	Sui Nuam Par	817-996-3174
1201 W. Crawford	Salina	KS	Paul Zaw Htoo	785-317-5650
2350 Planet Ave.	Salina	KS	Paul Zaw Htoo	785-317-5650
6829 SW 29th St	Topeka	KS	Ming Thang	463-230-4023
800 NW 25th St	Topeka	KS	Ming Thang	463-230-4023
5311 SW 22nd Pl	Topeka	KS	Sai Hliang	317-690-6501
2815 SW 29th St.	Topeka	KS	Ni Ni	206-513-9106
4015 S.W 10th Street	Topeka	KS	Ni Ni	206-513-9106
2010 S.E. 29th	Topeka	KS	David Lalram Muana	515-528-6895
7707 E Central Ave	Wichita	KS	Bawi Cungnung	317-658-9603
4747 S Broadway St	Wichita	KS	Ceu Dun	913-326-4932
10222 W 21st St	Wichita	KS	Sui Thang	317-728-6575
3707 N Woodlawn Blvd	Wichita	KS	Sui Nuam Par	817-996-3174
10515 W Central Ave	Wichita	KS	Rung Hnin	913-293-5564
13415 W Maple St	Wichita	KS	David Thawng Lian Thang	214-636-2890
9450 E. Harry	Wichita	KS	Tlem Chin	913-461-0713
8828 W. 13th St.	Wichita	KS	Nimawi Sung	317-431-6119
3932 W. 13th St.	Wichita	KS	David Dawt Cung	913-298-9513

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1910 W. 21st Street North	Wichita	KS	Tluang Lian Mang	402-939-9567
640 N. West Street	Wichita	KS	Uk Hnin Thang	913-749-7431
2244 N. Rock Rd. Ct.	Wichita	KS	Aye Aye Mu	240-484-8726
3211 S. Seneca	Wichita	KS	Ceu Hnin Thang	913-293-5167
3020 E. Douglas Ave.	Wichita	KS	Tluang Lian Mang	402-939-9567
5500 E. Harry	Wichita	KS	Chan Bik	913-223-0415
711 Martin Luther King Jr Blvd	Ashland	KY	Lian Ching Hram Uk	309-221-5270
370 Diederich Blvd	Ashland	KY	Lian Ching Hram Uk	309-221-5270
102 W John Rowan Blvd	Bardstown	KY	Sui Men Tial	716-533-6788
53 Donnermeyer Dr	Bellevue	KY	Paw Sung	859-992-7029
711 Campbell Ln	Bowling Green	KY	Ngun Hlei Cuai	469-347-4319
350 U.S. 31 W Bypass	Bowling Green	KY	Ngun Hlei Cuai	469-347-4319
2945 Scottsville Rd	Bowling Green	KY	Van Lin Thang	270-320-7279
568 Bypass Rd	Brandenburg	KY	Om Young	502-956-3551
1751 Patrick Dr	Burlington	KY	Mary Bawi Tha Chin	859-962-2787
399 Campbellsville Byp St	Campbellsville	KY	Eli Sui	469-643-8558
375 Crossroads Blvd	Cold Spring	KY	Sung Hniang	513-766-6917
70 Martha Layne Collins B	Cold Spring	KY	Zai Tha Len	859-888-5764
4303 Winston Ave	Covington	KY	Far Cang	859-878-5628
200 Skywatch Dr	Danville	KY	Lei Phe	502-407-8301
111 Towne Dr	Elizabethtown	KY	Tuan Sang	716-903-3560
3040 Dolphin Dr	Elizabethtown	KY	Siang Tin Sung	214-412-6216
3158 Dixie Hwy	Erlanger	KY	Rung Mang	317-529-8872
9950 Berberich Dr	Florence	KY	Ngun Tha Cung	913-237-1648
7685 Mall Road	Florence	KY	Lia Za San	859-206-7317
2150 Dixie Hwy	Fort Mitchell	KY	Mang Tin Par	859-287-8822
300 Brighton Park Blvd	Frankfort	KY	Tha Hlei Zing	317-354-6963
1309 Us 127 S Suite H	Frankfort	KY	Za Herh Lian	317-658-9736
106 Marketplace Cir	Georgetown	KY	Tial Tin Rem	317-987-4269
3105 North Bend Rd	Hebron	KY	Van Cung Nung	859-414-2606
1213 Skyline Dr	Hopkinsville	KY	Abshai Thangrum	270-598-2575
1700 Declaration Drive	Independence	KY	Thawng Lian Cung	859-652-4698
2835 South Hwy 393	LA Grange	KY	Cung sang	317-772-8659
2034 KY-53	La Grange	KY	Biak Hmun Ceu	317-702-1998
1300 Anderson Crossing Dr	Lawrenceburg	KY	Ca Ling	269-358-6534
4101 Tates Creek Centre Dr	Lexington	KY	Ko Myo	317-457-2733
3101 Richmond Rd	Lexington	KY	Siang Lian Thawng	317-714-0734
3175 Beaumont Centre Cir	Lexington	KY	Ko Myo	317-457-2733
1600 Leestown Rd	Lexington	KY	Van Cung Bik	317-739-9774
150 W Lowry Ln Ste 190	Lexington	KY	Steven Lee Moua	720-621-6939
1650 Bryan Station Rd	Lexington	KY	Lalrin Mawia Chalthleng	720-621-6939
1808 Alexandria Dr	Lexington	KY	Zopari Hnamte	317-717-3793
3650 Boston Rd	Lexington	KY	Van Lal Sawma	432-978-2771
4750 Hartland Pkwy	Lexington	KY	Sangliana Hnante	515-943-8232
1060 Chinoe Rd Ste 190	Lexington	KY	David Yaw	502-836-8179
2440 Bardstown Rd	Louisville	KY	Chan Cung Lian	270-777-7425
3039 Breckenridge Ln	Louisville	KY	John Sang Za Lian Lyan	317-332-3498

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6900 Bardstown Rd	Louisville	KY	Cer Uk Thang	502-450-4994
9080 Taylorsville Rd	Louisville	KY	Nunu Zothang	317-966-4318
9440 Brownsboro Rd	Louisville	KY	Mang Ceu Lian	317-828-2695
12450 La Grange Rd	Louisville	KY	Biak Thawng	317-616-8947
12611 Taylorsville Rd Ste 102	Louisville	KY	Solomon Lian Khup	502-851-9194
3165 S 2nd St	Louisville	KY	Nunu Zothang	317-966-4318
9501 Westport Rd	Louisville	KY	Maung Ling	410-300-0945
4915A Dixie Hwy	Louisville	KY	Hmangaih Sang	317-313-4534
2219 Holiday Manor Court	Louisville	KY	Cung Za Dim	269-986-1613
2200 Brownsboro Rd	Louisville	KY	Lal Siam	502-389-9229
7509 Terry Road	Louisville	KY	Van Suilawm Hre	502-287-3930
9812 Linn Station Rd	Louisville	KY	Hrang Tei Sam	502-996-2840
2710 W Broadway	Louisville	KY	Van Men Sung	502-956-9764
5533 New Cut Rd	Louisville	KY	Mai Mai Kim	502-202-4424
5001 Mud Ln	Louisville	KY	Iang Mawi	502-881-1065
4501 Outer Loop	Louisville	KY	Van Lian Uk	502-915-9818
4009 Poplar Level Rd	Louisville	KY	Hlawn Za Lian	269-268-6052
3616 Buechel Bypass	Louisville	KY	Pek Lian	502-408-3956
1265 Goss Ave	Louisville	KY	Cung Lian Bik	251-422-4193
10645 Dixie Hwy	Louisville	KY	Om Ning	502-804-8346
545 Island Ford Rd	Madisonville	KY	Pa Hei	979-393-1432
381 Market Square Dr	Maysville	KY	Hein Htat	270-421-2987
12501 Shelbyville Rd	Middletown	KY	Van Biak Mang Bawihrin	317-840-9095
300 Trademore Center	Morehead	KY	Lei Phe	502-407-8301
810 Indian Mound Dr	Mt Sterling	KY	San San Aye	371-313-8780
234 Eastbrooke Pkwy	Mt Washington	KY	Julia Iang	317-900-2441
130 Pavilion Pkwy	Newport	KY	Soyoung Her	614-581-4747
170 Bellerive Blvd	Nicholasville	KY	Za Uk	(563) 316-0876
995 S Main St	Nicholasville	KY	Kyang Luk	859-753-5621
200 E Brannon Rd	Nicholasville	KY	Dal Khan Mung	515-473-5056
1670 Starlite Dr	Owensboro	KY	Nu Kyi	270-314-9617
2630 Frederica St	Owensboro	KY	Vangi Chinzah	214-407-0939
5929 Timber Ridge Dr	Prospect	KY	Henry Vandawt Lyan	206-960-3955
890 Richmond Plaza	Richmond	KY	Soe Cung	317-675-8486
311 Boone Station Rd	Shelbyville	KY	Benjamin Zaathang	317-354-9320
311 Boone Station Rd	Shelbyville	KY	Thiang Ceu Thawng	317-308-8517
185 Adam Shepherd Pkwy	Shepherdsville	KY	Gi Hning	502-881-1125
50 Stonegate Center	Somerset	KY	Lal Than Lian	470-881-9060
181 S Highway 27	Somerset	KY	Lal Than Lian	470-881-9060
291 N Hubbards Ln #130	St Matthews	KY	Mang Cem	317-746-5161
9001 US Highway 42	Union	KY	Za Kung Hai Bil	859-916-0336
212 Kroger Way	Versailles	KY	Chan Hmung Ling Zaathang	317-970-5575
635 Chestnut Dr	Walton	KY	Lai Phun Sang	859-691-1286
1661 Bypass Rd Hwy 1958	Winchester	KY	Henry Saihmingthanga Bochung	817-298-4640
1050 George Dement Blvd.	Bossier City	LA	Kham Do Nang	318-990-8427
2010 Country Club Rd	Lake Charles	LA	Sang Cung Lian	651-500-3179
9484 Ellerbe Road	Shreveport	LA	Nem Nu	318-518-6167

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6652 Youree Drive	Shreveport	LA	Ciin Cing	318-564-6618
1421 Beglis Parkway	Sulphur	LA	Lai Zama	515-314-1903
400 S Maple Rd	Ann Arbor	MI	Bu Reh	806-231-8408
685 E Maple Rd	Birmingham	MI	Olivia Adeeb Elias	586-222-5434
9968 E Grand River Ave	Brighton Township	MI	Daniel Van Biak Lian	585-629-3854
23849 West Rd	Brownstown	MI	Ni Cung	317-397-1253
20645 Gibraltar Rd	Brownstown Township	MI	Biak Thang	616-734-9264
1905 N Canton Center Rd	Canton	MI	David Bawilianthang	317-670-3843
45540 Michigan Ave	Canton	MI	Bawi Tha Hlei Tial	734-664-6457
6625 Dixie Hwy	Clarkston	MI	Mahide Mohi Chowdhury	586-229-6987
5990 Sashabaw Rd	Clarkston	MI	Mahide Mohi Chowdhury	586-229-6987
39950 West 14 Mile	Commerce Twp	MI	Mikel Bardhyli	248-830-7250
2906 Union Lake Rd.	Commerce Twp	MI	Chan Khirh	309-278-2240
15255 Michigan Ave	Dearborn	MI	Grace Ramthalen Thawng	513-882-8755
26400 Ford Rd	Dearborn Heights	MI	Chan Kam	248-482-9963
571 E Monroe St	Dundee	MI	Ngun He Lian	463-269-8985
1542 E Pierson Rd	Flushing	MI	Sai Hnin Thang	517-885-1372
12731 S Saginaw St	Grand Blanc	MI	Van Bawi Thawng	810-931-5274
20903 Harper Ave	Harper Woods	MI	Mouaz Mohi Chowdhury	586-248-3479
26300 Crocker Blvd	Harrison Township	MI	Lian Cung Nung	616-301-5092
10059 E Highland Rd	Hartland	MI	Than Ling	513-658-8266
23101 John R Rd	Hazel Park	MI	Mumu Barua Sony	313-782-2925
108 W Highland Rd	Howell	MI	Bawi Hlun	765-516-3183
1821 S Cedar St	Imlay City	MI	Lal Din Chhani	269-967-5879
460 N Lapeer Rd	Lake Orion	MI	Van Bawi	515-776-1941
3462 Sterns Rd	Lambertville	MI	Chan Cung	317-457-7393
2060 Dix Hwy	Lincoln Park	MI	Len Tha	816-646-5103
33523 8 Mile Rd	Livonia	MI	Mikel Bardhyli	248-830-7250
30935 5 Mile Rd	Livonia	MI	Bawi Hlun	765-516-3183
21555 21 Mile Rd	Macomb	MI	Sang Khar	206-484-5749
16450 26 Mile Rd	Macomb	MI	Sang Khar	206-484-5749
670 Highland Ave	Milford	MI	Siang Chin Tial	903-287-3480
850 S Monroe St	Monroe	MI	Vanpeng Lian	317-871-4231
35000 23 Mile Rd	New Baltimore	MI	Bawi Lian	616-337-2017
17447 Haggerty Rd	Northville	MI	Sang Za Tial	469-358-5187
26200 Greenfield Rd	Oak Park	MI	Phu Lian	317-296-9430
4395 Orchard Lake Rd	Orchard Lake	MI	Van Bawi	616-337-2017
3097 S Baldwin Rd	Orion	MI	Ciin Deih Piang	269-339-2394
44525 Ann Arbor Rd	Plymouth	MI	Van Khua Thang	309-430-8166
66900 Gratiot Ave	Richmond	MI	Nantu Barua	323-338-1299
4888 N Adams Rd	Rochester	MI	Mahir Gammo	949-616-2289
65 S Livernois Rd	Rochester Hills	MI	Olivia Adeeb Elias	586-222-5434
15675 Wahrman St,	Romulus	MI		
30851 Gratiot Ave	Roseville	MI	Mahide Mohi Chowdhury	586-229-6987
26130 Gratiot Ave	Roseville	MI	Nusrat Shabnam	586-303-6886
20891 E. 13 Mile Rd	Roseville	MI	Mohammed Liakat Ali	631-359-0234
2200 Twelve Mile Rd	Royal Oak	MI	Mang Ceu	806-231-6628
4672 State St	Saginaw	MI	Paul Camping Thang	317-373-1239

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23191 Marter Rd	Saint Clair Shores	MI	Tilaliap Lian Cawnhlun	269-290-9198
2058 25 Mile Rd	Shelby Township	MI	Olivia Adeeb Elias	586-222-5434
14945 23 Mile Rd	Shelby Twp	MI	Chan Hnin Thang	219-308-4815
7644 26 Mile Rd	Shelby Twp	MI	Baby Sang	616-219-5961
51847 10 Mile Rd.	South Lyon	MI	Heather Dickow	586-634-0245
16705 Fort St	Southgate	MI	Khuang Ca	317-966-3048
22801 Harper Ave	St Clair Shores	MI	Tialiap Lian Cawnhlun	269-290-9198
2051 18 Mile Rd	Sterling Heights	MI	Vaniang Len	317-775-4475
43893 Schoenherr Rd	Sterling Heights	MI	Stevan Johni Toma	801-664-9619
7084 Miller Rd	Swartz Creek	MI	Ngun Man Hniang	432-818-3721
7000 Monroe Blvd	Taylor	MI	Dawt Tha Cung Cem	317-665-2555
1237 Coolidge Hwy	Troy	MI	Olivia Adeeb Elias	586-222-5434
3125 John R Rd	Troy	MI	Hniar Thawng	248-667-1064
31 E Long Lake Rd	Troy	MI	Olivia Adeeb Elias	586-222-5434
31200 Schoenherr Rd	Warren	MI	Vanceumang Hlawnceu	317-701-5427
5111 Highland Rd	Waterford	MI	Hrang Peng Lian	417-370-9647
200 S Merriman Rd	Westland	MI	Mikel Bardhyli	248-830-7250
7350 N Middlebelt Rd	Westland	MI	Man Bor	317-403-0765
10951 Highland Rd	White Lake Charter Township	MI	Demi Lian	614-756-1780
1729 W Broadway	Columbia	MO	Katherine Thangii	573-639-3368
2900 N Paris Road	Columbia	MO	Cung Lian Uk	573-424-5330
13250 W Maple Rd	Omaha	NE	Dinmai Dingrin	402-321-4266
888 S Saddle Creek Rd	Omaha	NE	Bawi Chun Par	402-536-0837
17370 Lakeside Hills Plaza	Omaha	NE	Bawi Chun Par	402-536-0837
3614 Twin Creek Drive	Bellevue	NE	Sui Ling	531-215-6916
801 Galvin Rd	Bellevue	NE	Ruth Van Dawt Sung	402-319-4675
1531 N. Bell	Fremont	NE	San Lian Mang Khual Sim	817-996-3174
12025 West Center	Omaha	NE	Ceu Dun	531-215-6916
505 N. 155th Plaza	Omaha	NE	Ngun Lian Hup Ngun	402-686-7055
599 E William St	Carson City	NV	Helly Sui	515-661-2431
10616 S Eastern Ave	Henderson	NV	Nawlouisa Moris	702-793-0575
1000 N Green Valley Pkwy	Henderson	NV	Nawlouisa Moris	702-793-0575
7130 N Durango Dr	Las Vegas	NV	Ngwa Nyi	978-332-6991
6130 W Tropicana Ave	Las Vegas	NV	Naw Blessing	682-258-2017
10600 Southern Highlands	Las Vegas	NV	Mi Mi Oo	702-613-3529
6855 Aliante Pkwy	North Las Vegas	NV	Sally Myint Oo	702-279-5966
175 Lemmon Dr	Reno	NV	Yang Hee Kim	443-472-2168
750 S Meadows Pkwy	Reno	NV	Yang Hee Kim	443-472-2168
1255 Baring Blvd	Sparks	NV	Hananiah Bihrei	469-982-2498
262 W. Main Street	Amelia	OH	Za Ceu Thang	859-206-4979
919 E State St	Athens	OH	Zaw Hteih	614-674-8848
3165 Dayton Xenia Rd	Beavercreek	OH	Ranh Win	304-814-6009
1008 Washington Blvd	Belpre	OH	Joseph Ram Bik Ceu	361-655-4688
4100 Hunt Rd	Blue Ash	OH	Tial Ling Thang	859-468-1172
1094 N Main St	Bowling Green	OH	Iang Tha Bor	641-328-2418
3588 Gender Rd	Canal Winchester	OH	Tawk Cung	614-931-1785
6095 Gender Rd	Canal Winchester	OH	Tial Thai	614-354-9191

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1095 S Main St	Centerville	OH	Kaung Myat	541-900-9079
6480 Wilmington Pike	Centerville	OH	Laura Mawi	614-363-9128
5400 Cornerstone N Blvd	Centerville	OH	Lai Zama	515-314-1903
1165 Western Ave	Chillicothe	OH	Ngun Siang	443-531-5732
887 N Bridge St	Chillicothe	OH	Ngun Siang	443-531-5732
11390 Montgomery Rd	Cincinnati	OH	Langh Khan Gen	515-422-0182
4613 Marburg Ave	Cincinnati	OH	Dongmei An	513-855-3981
3760 Paxton Ave	Cincinnati	OH	Biak Nung Sang	859-287-6485
3491 North Bend Rd	Cincinnati	OH	Sung Hniang	513-766-6917
8421 Winton Rd	Cincinnati	OH	Lian Dun	214-664-2097
7132 Hamilton Ave	Cincinnati	OH	Tial Peng Lian	859-279-8276
6950 Miami Ave	Cincinnati	OH	Bawi Nun Rem	859-409-4204
8241 Vine St	Cincinnati	OH	Marrijanh Rodriguez	513-315-1440
4500 Montgomery Rd	Cincinnati	OH	Van Tin Thang	801-755-2346
7385 Wooster Pike	Cincinnati	OH	Biak Cung Chawn	463-204-9298
4777 Kenard Ave	Cincinnati	OH	Rem Tin Cuai	859-982-1229
450 Ohio Pike	Cincinnati	OH	Lyly Sui	859-393-0636
2310 Ferguson Rd	Cincinnati	OH	Mireida Mendez Jacobo	513-253-3053
10595 Springfield Pike	Cincinnati	OH	Ram Lian Sang	859-466-2628
2120 Beechmont Ave	Cincinnati	OH	Siang Tin Zi	859-999-3282
5910 Harrison Ave	Cincinnati	OH	Siang Hlei Sung	513-487-9336
3609 Warsaw Ave	Cincinnati	OH	Van Cung Thwang	563-607-4121
100 E Court St	Cincinnati	OH	Fnu Sabina	859-409-1996
4530 Eastgate Blvd #500	Cincinnati	OH	Daniel Bawi Lian Sang	317-603-9508
7580 Beechmont Ave	Cincinnati	OH	Siang Tha Cung	513-551-0629
1 West Corry Street	Cincinnati	OH	Van Duh Bik	859-380-4480
1212 W Kemper Rd	Cincinnati	OH	Naw Bi Fa Chai	317-652-6125
5080 Delhi Pike	Cincinnati	OH	Hniang Kil	317-864-9267
6165 Glenway Ave	Cincinnati	OH	Cung Lian Bawi	859-445-5069
3636 Springdale Road	Cincinnati	OH	Victor Thang	513-460-3112
175 Lancaster Pike	Circleville	OH	Tial Kil	919-827-3679
4001 State Route 128 Hami	Cleves	OH	Thla Bik	704-201-6322
1585 Georgesville Square Dr	Columbus	OH	Pang Ki	614-902-8109
1350 N High St	Columbus	OH	Samuel Ram Thawng	614-620-9398
1745 Morse Rd	Columbus	OH	Ram Thang	270-370-4100
2090 Crown Plaza Dr	Columbus	OH	Van Tha Bor	614-641-5040
199 Graceland Blvd	Columbus	OH	Taylor James Heckman	419-376-3117
1177 Polaris Pkwy	Columbus	OH	Paul Nunceu	614-747-5427
1375 Chambers Rd	Columbus	OH	Thalian Cung	614-483-2005
2000 E Main St	Columbus	OH	Tial Kil	919-827-3679
150 W Sycamore St	Columbus	OH	Lal Thawng	614-806-0165
3600 Soldano Blvd	Columbus	OH	Mesiah Lian Bawi	614-663-7513
3637 S High St	Columbus	OH	H Van Ram	614-805-8700
7000 E Broad St	Columbus	OH	Thang Kim Pau	614-843-9492
1441 Parsons Ave	Columbus	OH	Hmun Cung Lian	214-646-7065
3417 N High St	Columbus	OH	Van Biak Thang	614-619-4902
2161 Eakin Rd	Columbus	OH	Duh Thang	614-948-8887
601 Woodman Dr	Dayton	OH	Julie Cer Zi	443-220-8641

**List of Current Franchisees
As of March 31, 2024**

4506 Brandt Pike	Dayton	OH	Tial Dim	317-772-4920
3520 W Siebenthaler Ave	Dayton	OH	Van Nu Thang	614-804-2742
801 N Houk Rd	Delaware	OH	Sem Ci	614-288-1354
1840 Columbus Pike	Delaware	OH	Duh Lian Sang	859-907-6061
7100 Hospital Dr	Dublin	OH	Boi Hu Thang	614-735-9745
7625 Sawmill Rd	Dublin	OH	Rual Kam Thang	614-591-1809
885 Union Rd.	Englewood	OH	Ni Ceu	571-765-0425
1161 E Dayton Yellow Spri	Fairborn	OH	Lian Hram	817-219-9297
560 Wessel Dr	Fairfield	OH	Esther Sung	859-757-7022
1996 Tiffin Ave	Findlay	OH	Za Rem Thang	936-900-0713
126 W High St	Fostoria	OH	Allen Vanbawilian	463-279-8877
1700 Cedar St	Fremont	OH	Uk Hlei	317-970-5754
300 S Hamilton Rd	Gahanna	OH	Dawttin Rem	614-956-9242
1365 Stoneridge Dr	Gahanna	OH	Tha Biak Cinzah	214-438-7447
5800 W Broad St	Galloway	OH	Pang Ki	614-580-2450
200 Lease Ave	Greenville	OH	Cer Sin Par	463-317-9875
5965 Hoover Rd	Grove City	OH	Ngun Thawng Senia	614-902-6936
2474 Stringtown Rd	Grove City	OH	Jonah Cung Tha Lian	614-668-6264
6011 Groveport Rd	Groveport	OH	Ni Zi	614-439-8668
1474 Main St/ Hamilton Ri	Hamilton	OH	Norasung Nei Mang	513-225-2618
1450 South Erie Blvd	Hamilton	OH	Berly Morales Ramos	859-443-4632
10477 Harrison Ave	Harrison	OH	Dim Long Htang	513-858-9147
910 Hebron Rd	Heath	OH	Sui Mawng	740-328-5054
600 E Main St	Hebron	OH	Samuel Mang	614-270-9296
2525 Hilliard Rome Rd	Hilliard	OH	Ngun Thawng Senia	614-902-6936
4656 Cemetery Rd	Hilliard	OH	Dawttin Rem	614-956-9242
575 Harry Sauner Rd	Hillsboro	OH	Naing Kee	614-705-8615
7059 Orchard Centre Dr.	Holland	OH	Lal Lian Eng	614-756-9666
7747 Troy Pike	Huber Heights	OH	Siang Ling Khenglawt	515-770-9478
530 E Main St	Jackson	OH	Ram Thawng Zel	614-969-8005
800 W Coshocton St	Johnstown	OH	Van Biak Hmun	859-866-9648
2115 E Dorothy Ln	Kettering	OH	San Ceu	515-710-4865
530 E Stroop Rd	Kettering	OH	Lian mo	317-771-8206
1621 N Memorial Dr	Lancaster	OH	Mah Khin Sung	240-370-4100
1141 E Main St	Lancaster	OH	Hrang Kil	614-549-1706
1425 Columbus Ave	Lebanon	OH	Peng Lian	859-866-9598
6417 Columbus Pike	Lewis Center	OH	Biak Lian Sang	614-632-2162
7300 Yankee Rd	Liberty Township	OH	Za Uk	859-320-8085
5250 Newtown Drive	Liberty Township	OH	Khin Myo Thun	469-734-0484
31550 Chieftain Dr	Logan	OH	Van Cin Thang	614-615-1957
230 Lafayette St	London	OH	Tha Hnem	614-327-9950
800 Loveland Madeira Rd	Loveland	OH	That Awi Phung Thang	317-652-9420
6388 Branch Hill Guinea P	Loveland	OH	Bawi Lian Sang	859-999-3677
2900 W. St. Rt. 22 & 3	Maineville	OH	Chan Hre	859-240-4980
1240 Park Ave W	Mansfield	OH	Bawi Lian Hmung	614-702-5019
1060 Ashland Rd	Mansfield	OH	Ram Bawi	614-779-4457
1500 Lexington Ave	Mansfield	OH	Bawi Lian Hmung	614-702-5019
1428 Marion Waldo Rd	Marion	OH	Sui Lian Cung Van Dun	614-818-8389

**List of Current Franchisees
As of March 31, 2024**

1501 W 5th St	Marysville	OH	Thla Nawn	614-969-8946
5210 State Route 741	Mason	OH	Mi Thar Nepal	720-299-2682
5100 Terra Firma Dr	Mason	OH	Tha Len Par	513-306-1419
1435 Reynolds Road	Maumee	OH	Trixie Zhang	410-733-2655
255 N Heincke Rd	Miamisburg	OH	Tha Len Par	317-734-6251
10101 Landing Way	Miamisburg	OH	Ca Tial	317-476-7521
428 Oxford State Rd	Middletown	OH	Dee Nar Paw Grace	651-363-6238
3420 Towne Blvd	Middletown	OH	Zahup Khuplian	859-878-7371
6266 Hamilton Lebanon Rd	Middletown	OH		
824 Main St	Milford	OH	Thorr Nelson	260-310-7559
1093 State Route 28	Milford	OH	Van Sun Dim	317-503-9557
3033 Heritage Green Dr	Monroe	OH	Naw Bi Fa Chai	317-652-6125
9939 Montgomery Rd	Montgomery	OH	Berly Morales Ramos	859-443-4632
2921 W Alex Bell Rd	Moraine	OH	Kaung Myat	541-900-9079
555 W Marion Rd	Mount Gilead	OH	Za Lian Bik	614-817-6262
210 Sterling Run Blvd	Mount Orab	OH	Ni Tha Dim	513-582-9137
855 Coshocton Ave	Mount Vernon	OH	Cung Thawng	614-307-7545
5161 Hampsted Village Cen	New Albany	OH	Tha Hliang	614-641-5040
1155 N 21st St	Newark	OH	Sui Tin Tlem	614-591-2908
3301 Navarre Ave	Oregon	OH	Bawi Cung Nung	317-965-4680
300 S Locust St	Oxford	OH	Peter Van Lal Cuan	317-790-7042
350 E Broad St	Pataskala	OH	Chiah Lian	614-817-7520
27322 Carronade Drive	Perrysburg	OH	Zaw Hteih	614-674-8848
1045 Hill Rd N	Pickerington	OH	John Van Lian	614-363-9130
7833 Refugee Rd	Pickerington	OH	Langh Khan Gen	515-422-0182
1510 Covington Ave	Piqua	OH	Salai Maungkhin	317-919-4743
2028 East Harbor Rd	Port Clinton	OH	Za Bawi	317-457-0351
811 Gay St	Portsmouth	OH	Van Sui Hniang	317-416-7060
3975 Powell Rd	Powell	OH	Hmum Kam	614-902-5901
6580 E Main St	Reynoldsburg	OH	Ni Par Chin	309-429-7238
8460 E Main St	Reynoldsburg	OH	Elizer Mi	614-535-6102
475 Fortman Dr	Saint Marys	OH	Solomon Tun	317-908-7034
226 E. Perkins Ave.	Sandusky	OH	Ly Ly	614-733-1385
12164 Lebanon Rd	Sharonville	OH	Jesse Thawng Cung Nung	317-413-0906
2100 W Michigan St	Sidney	OH	Daniel Tha Bik Lian	317-515-1285
625 W Central Ave	Springboro	OH	Berly Morales Ramos	859-443-4632
2989 Derr Rd	Springfield	OH	Lai Ram Thang	614-288-1812
965 N Bechtle Ave	Springfield	OH	Thomas Thang	614-226-3062
2728 E Main St	Springfield	OH	Tei Tu Bawi	614-809-0215
50789 Valley Plaza Dr	St. Clairsville	OH	Sing Moint	317-628-4913
264 S Hollywood Blvd	Steubenville	OH	Bawi Lian Thang	614-432-9961
131 State Route 3	Sunbury	OH	Mary lang	614-972-4371
7545 Sylvania Ave	Sylvania	OH	Peng Lian Thang	859-669-9589
6235 Monroe St	Sylvania	OH	Rual Cung	641-351-2738
790 W Market St	Tiffin	OH	Philip Ngai Thang	317-665-9433
4925 Jackman Rd	Toledo	OH	Tha Tin Zing	641-854-3458
4633 Suder Ave	Toledo	OH	Khrih Thawng Ceu	515-686-9128

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833 W Alexis Rd	Toledo	OH	Chan Cung Lian	641-485-4257
2257 N Holland Sylvania R	Toledo	OH	Iap Hlei	240-893-2007
4533 Monroe St	Toledo	OH	Puia Khiangte	515-322-4369
2555 Glendale Ave	Toledo	OH	Byoung Gil Jo	419-320-6661
731 W. Market Street	Troy	OH	Tum Lian Cung	614-260-8528
1955 Henderson Rd	Upper Arlington	OH	Rual Thang	614-591-1809
1637 E Us Highway 36	Urbana	OH	Than Sum	585-305-4756
780 Northwoods Blvd	Vandalia	OH	San Ceu	515-710-4865
548 Clinton Ave	Washington Court Hou	OH	Thla Hre	614-946-9331
8730 Waterville Swanton R	Waterville	OH	Lal Eng Lian	614-756-9666
7855 Tylersville Rd	West Chester	OH	Lalvul Mawii	317-332-3122
8000 Princeton Glendale Rd	West Chester Township	OH	Hui Jia	937-782-8495
7345 S.R. 3	Westerville	OH	Van Tha Thang	859-206-8693
55 W Schrock Rd	Westerville	OH	Esther Ngun Sui Cer	816-341-9220
5991 S Sunbury Rd	Westerville	OH	Ca Kam	614-900-8806
200 Mount De Chantal Rd	Wheeling	OH	Ye Min Hla	304-224-6593
850 S Hamilton Rd	Whitehall	OH	Van Hre Kio	614-957-6692
3675 E Broad St	Whitehall	OH	Vantha Bik	614-984-1360
1230 Rombach Ave	Wilmington	OH	Tum Tling	317-874-8151
60 Worthington Mall	Worthington	OH	Van Biak Thawng	614-638-9282
1425 Worthington Centre D	Worthington	OH	Cung Lian Thawng	614-429-9402
1700 W Park Sq	Xenia	OH	Van Tha Ceu	380-212-9989
3387 Maple Ave	Zanesville	OH	Khen Khan Kim	614-264-4971
1795 Whiskey Rd	Aiken	SC	William Thlaceu	317-500-1824
27 Discovery Dr	Bluffton	SC	Lian Thio	515-601-4533
10136 Two Notch Rd	Columbia	SC	Sui Tin Fam	317-737-7712
1028 Roberts Branch Pkwy	Columbia	SC	Ngun Tha Par	704-458-9897
3403 Forest Drive	Columbia	SC	Ehloe Daniel Htoo	803-728-9934
42 Shelter Cove Ln	Hilton Head Island	SC	Ngun Thang Liang	309-550-6622
7467 Saint Andrews Rd	Irmo	SC	San Mai	803-553-2261
3735 Renee Drive	Myrtle Beach	SC	Tha Moo Htoo	678-887-2519
781 Main Street	North Myrtle Beach	SC	Tha Moo Htoo	678-887-2519
244 S Hall Rd	Alcoa	TN	Joelay Naw	331-452-4564
5319 Mount View Rd	Antioch	TN	Ling Zong	615-803-0569
8141 TN-100	Bellevue	TN	Win Htat Htun	917-882-1628
6690 Nolensville Rd	Brentwood	TN	Iang Sung	615-243-8945
210 Franklin Rd #100	Brentwood	TN	Win Htat Htun	917-882-1628
2100 Lowes Dr	Clarksville	TN	Gideon Thang	317-665-0346
1489 Madison St	Clarksville	TN	Siang Nei Thluai	206-856-6330
110 Dover Crossing Rd	Clarksville	TN	Myint Myint Khaing	270-392-4582
1202 S James Campbell Blv	Columbia	TN	Tin Oo	615-974-2243
845 Nashville Hwy	Columbia	TN	Paul Lun Thang	615-424-0864
445 S Jefferson Ave	Cookeville	TN	Steven John Lal Ceu Lian	615-605-9690
265 Highland Sq	Crossville	TN	Lawrence Thuama	317-797-9319
143 Henslee Dr	Dickson	TN	Bawi Khamh Sang	317-599-0997

**List of Current Franchisees
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189 Brooklawn St	Farragut	TN	Mang Ceu	317-675-7259
2020 Mallory Ln	Franklin	TN	Sui Bawi Thang	716-463-1956
411 Whitman Rd	Franklin	TN	Hniang Hoi Sung	240-760-8885
3054 Columbia Ave	Franklin	TN	Esther Van Lal Siam Pui	716-986-4403
595 Hillsboro Rd #305	Franklin	TN	Hniang Hoi Sung	240-760-8885
1203 Murfreesboro Rd	Franklin	TN	Esther Van Lal Siam Pui	716-986-4403
2011 Nashville Pike	Gallatin	TN	Winnie Min	615-496-0428
845 Nashville Pike	Gallatin	TN	Tin Tin Htway	270-418-9345
123 Northcreek Blvd	Goodlettsville	TN	Bawi Thawng Sang	716-816-5724
1820 Roane State Hwy	Harriman	TN	Blessing Aung	615-481-4314
237 E Main St	Hendersonville	TN	Gin Kop Khai	615-609-6250
1010 Glenbrook Way	Hendersonville	TN	Chan Ci Lian	270-535-4851
5544 Old Hickory Blvd	Hermitage	TN	Rozal Van Kim Mawi	317-689-9812
4400 Lebanon Pike	Hermitage	TN	Joshua Kaleb Miller	806-640-1157
2110 Oakwood Ave Nw	Huntsville	TN	Lalduh Saka	515-707-7243
112 Sunset Dr	Johnson City	TN	Ruth Nitha Hliang	585-230-9558
1805 W State of Franklin Rd	Johnson City	TN	Ruth Nitha Hliang	585-230-9558
9501 S Northshore Dr	Knoxville	TN	Hranglian Mawia	515-718-6891
9225 Kingston Pike	Knoxville	TN	Nu Thluai	269-832-6070
5201 N Broadway St	Knoxville	TN	Kap Thang Sanga	865-455-5095
4918 Kingston Pike	Knoxville	TN	Esther Dawt Chin Par	773-639-7128
9161 Middlebrook Pike	Knoxville	TN	Moses Moe	865-900-7527
4409 Chapman Hwy	Knoxville	TN	Myo Thwe Linn	865-919-0052
6702 Clinton Hwy	Knoxville	TN	Iris Nunmawi Bell	865-789-0947
5145 Murfreesboro Rd	La Vergne	TN	Sarah Thang Leng	615-938-1855
1700 N Locust Ave	Lawrenceburg	TN	Steven Pui	616-239-3826
1418 W Main St Ste. A	Lebanon	TN	Rohming Thang Thalop	317-292-5215
200 Gallatin Pike S	Madison	TN	Tin Thang	317-946-5093
507 N Foothills Plaza Dr	Maryville	TN	Hranglian Mawia	515-718-6891
1410 Sparta St	Mcminnville	TN	Cung Lian Sang	615-584-6977
4120 N Mount Juliet Rd	Mount Juliet	TN	Phoebe Sang	317-515-4943
401 S Mt Juliet Rd #200	Mt. Juliet	TN	Anna Sung Chin Tial	317-209-6133
1776 W Northfield Blvd	Murfreesboro	TN	Lawrence Thuama	317-797-9319
2325 Memorial Blvd	Murfreesboro	TN	Joseph Biakte	317-408-3927
2946 S Church St	Murfreesboro	TN	Ciin Don Niang	615-919-4925
4432 Veterans Pkwy	Murfreesboro	TN	Dim Sian Huai	615-982-4571
2449 Old Fort Pkwy	Murfreesboro	TN	Uk Cung Ling	317-415-3054
2050 Lascassas Pike	Murfreesboro	TN	Vum Lei	615-625-8666
2615 Franklin Pike	Nashville	TN	Sang Bil	816-749-3647
7087 Hwy 70 S	Nashville	TN	Win Htat Htun	917-882-1628
5713 Edmondson Pike	Nashville	TN	Sui Bawi Thang	716-463-1956
61 E Thimpson Ln	Nashville	TN	Clara Bawi Nei Kim	208-981-6267
2201 21st Ave S	Nashville	TN	Tommy Khamh Thawng	248-860-2801
4560 Harding Pike	Nashville	TN	Sang Bil	816-749-3647
5771 Nolensville Pike	Nashville	TN	Iang Sung	615-243-8945
711 Gallatin Ave	Nashville	TN	James Mangzahnin	832-509-9754

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3410 Gallatin Pike	Nashville	TN	Hrang Za Pum	317-389-0245
2131 Abbott Martin Rd	Nashville	TN	Tommy Khamh Thawng	248-860-2801
800 Monroe St	Nashville	TN	Bawi Lian Mang	432-210-8011
3930 Clarksville Pike	Nashville	TN	Sui Thang	270-929-2871
5705 Charlotte Pike	Nashville	TN	Pyu Zar Htway	615-424-0564
2284 Murfreesboro Pike	Nashville	TN	Tin Sang	615-596-7558
143 Mcgavock Pike	Nashville	TN	Jenny Par	615-772-4799
1550 Oak Ridge Turnpike	Oak Ridge	TN	Biak Cin	254-855-6173
220 Wears Valley Rd	Pigeon Forge	TN	Lynda Lian Sian Kim	806-576-5276
234 E Emory Rd	Powell	TN	Blessing Aung	317-737-8027
702 Winfield Dunn Pkwy	Sevierville	TN	Van Duh	865-621-3322
10721 Chapman Hwy	Seymour	TN	Iris Nunmawi Bell	865-789-0947
1010 N Main St	Shelbyville	TN	Bei Hmau	303-748-3673
463 Sam Ridley Pkwy W	Smyrna	TN	Thawng Khan Suan	615-455-0177
4900 Port Royal Rd	Spring Hill	TN	Tial Bawi Lian	240-760-9166
2600 Memorial Blvd	Springfield	TN	Chan Uk	317-446-0842
4726 Traders Way	Thompsons Station	TN	Easter Moe Moe	615-707-8271
510 Highway 76	White House	TN	Hrang Par	432-934-9179
3770 Beltline Road	Addison	TX	Biak Tha Cing	214-431-7579
1422 MacArthur	Alexandria	TX	Van Thawng Cung	469-279-7897
1212 E Bethany Dr	Allen	TX	Timothy Cung Bik	469-661-6666
1210 N Greenville Ave	Allen	TX	Tluang Hnin Thang	469-618-7926
1320 W McDermott Dr	Allen	TX	Hniang Tha Sung	972-827-5568
3100 S Gordon St	Alvin	TX	Dawt Hlei Tial	832-378-5632
1804 N. Velasco	Angleton	TX	Michael Biak Tha Thang	713-854-9428
2580 E. Arkansas Ln.	Arlington	TX	Sang Lian Thawng	214-412-5505
2475 Ascension Blvd.	Arlington	TX	Hoi Za Hnem Tial	214-407-0560
2350 SE Green Oaks Blvd	Arlington	TX	Tawk Thang	469-258-5779
945 W Lamar Blvd	Arlington	TX	Za Peng Lian	469-254-1224
5101 W Sublett Rd	Arlington	TX	Zun Nuam Tling	817-230-9597
5701 W Pleasant Ridge Rd	Arlington	TX	Tial Lian Thang	214-200-5967
2210 S Fielder Rd	Arlington	TX	Za Peng Lian	469-254-1224
5330 S. Cooper	Arlington	TX	Ja Hpa Hpau Roi	415-596-9203
301 S. Bowen	Arlington	TX	Samuel Dun	817-902-6260
3400 FM 407 E	Bartonville	TX	Jerku Khenglawt Santisi	469-888-1881
1700 N. Alexander	Baytown	TX	Esther Par	214-779-1732
6315 Garth Rd	Baytown	TX	Lal Hruai Tluang	832-265-3913
3965 Dowlen	Beaumont	TX	Lal Neih Sawn	832-798-7488
3845 Phelan	Beaumont	TX	Lal Neih Sawn	832-798-7488
2109 Harwood	Bedford	TX	Nelson Siang Lian	469-499-6875
2303 Boonville Rd	Bryan	TX	Van Tin Hmun	469-269-4073
1631 SW Wilshire Blvd	Burleson	TX	Sonia Van Pen Sung	817-818-8161
4038 Old Denton Rd	Carrollton	TX	James Van Bawi Lian	214-500-4337
235 E. FM 1382	Cedar Hill	TX	Nelson Biak	469-867-7264
10250 Hwy 6	Chandler	TX	Rosy Sui Hlawn Tial	281-662-0872
800 N Dixie Dr	Clute	TX	Sui Mawi	214-723-1739

**List of Current Franchisees
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3535 Longmire Drive	College Station	TX	Joel Lian	469-677-4316
341 S Loop 336 W	Conroe	TX	James Van Bawi Uk	469-602-1676
2222 Interstate 45 N 336 N.	Conroe	TX	Yongwei Li	346-218-4568
950 E Sandy Lake Rd	Coppell	TX	Hlawn Tin Sung	214-713-5312
1004 S. Crowley Rd.	Crowley	TX	Peter Hnin	682-554-7579
9703 Barker Cypress Rd	Cypress	TX	Hee Young Youn	832-466-8461
20355 Cypresswood Dr	Cypress	TX	Pathang Kualsim	832-988-2921
13135 Louetta Rd	Cypress	TX	Aa Cung	412-629-5435
18030 FM 529	Cypress	TX	Cung Awi	773-754-9601
17455 Spring Cypress	Cypress	TX	Sung Sung	832-888-4267
4221 Telephone Rd	Dallas	TX		
4901 Maple Ave	Dallas	TX	Van Ceu Lian	972-358-0275
10677 E NW Hwy	Dallas	TX	Tial Sung	254-229-2327
5665 E Mockingbird Ln	Dallas	TX	Lilian Ngunvang	469-510-9469
4142 Cedar Springs Rd	Dallas	TX	Thang Chin Mang	214-783-0158
4241 Capitol Ave	Dallas	TX	Biak Chin Par	214-680-0541
3939 Frankford Rd	Dallas	TX	Zai Sung	469-394-0575
17194 Preston Rd	Dallas	TX	Sui Khua Ly	469-713-9515
9140 Forest Lane	Dallas	TX	Dawt Fam	214-527-8388
752 Wynnewood Village	Dallas	TX	Bawi Cung	803-269-3850
500 W University Dr	Denton	TX	Biak Tha Lian	469-929-3017
5021 Teasley Ln	Denton	TX	Ngun Dim	702-764-7627
1592 S Loop 288	Denton	TX	Chan Uk	214-574-0351
1001 N. Beckley	DeSoto	TX	Kei Lian Kap	214-854-0806
3410 Gulf Freeway	Dickinson	TX	Jonathan Thang	214-730-9271
200 W. Camp Wisdom Rd.	Duncanville	TX	Stanley Bawi Nun Sang	469-464-7450
1060 N Main St	Eules	TX	Hruai Ceu Lian	817-818-7242
2709 Cross Timbers Rd	Flower Mound	TX	Jerku Khenglawt Santisi	469-888-1881
1101 Flower Mound Rd	Flower Mound	TX	Jerku Khenglawt Santisi	469-888-1881
500 Marketplace Blvd	Forney	TX	Chan Hram	469-618-7947
3120 S University Dr	Fort Worth	TX	Sui Bawi Thang	817-874-7425
1653 Basswood Blvd	Fort Worth	TX	Lal Dik	214-607-5817
5241 N Tarrant Pkwy	Fort Worth	TX	Nomi Biak Nawn Sung	972-537-7049
3300 Texas Sage Trail	Fort Worth	TX	Mang Peng Lian	817-609-2424
12600 N Beach St	Fort Worth	TX	Mang Peng Lian	817-609-2424
4750 W Bailey Boswell Rd,	Fort Worth	TX	Za Bik	469-237-6120
6650 N. Beach	Fort Worth	TX	Hkawn Tangbau	817-996-3101
3135 E Fm 528 Rd	Friendswood	TX	Biak Tin Sui	469-548-4317
151 N. Friendswood Dr.	Friendswood	TX	Jonathan Thang	214-730-9271
4851 Legacy Dr	Frisco	TX	Kap Hlei Thang	214-326-8834
3205 W Main St	Frisco	TX	Bawi Bik Cung	651-373-0080
7500 Preston Rd	Frisco	TX	Ngun Thar Bor	214-686-8789
12221 Custer Rd	Frisco	TX	Anthony Xavier Martinez	361-244-9638
5730 Seawall Blvd	Galveston	TX	Ro Zar Puia	713-933-5574
532 W Interstate 30	Garland	TX	Ni Ni	602-578-9727
6850 N Shiloh Rd	Garland	TX	Kap Lian	214-530-1143

**List of Current Franchisees
As of March 31, 2024**

1406 W. Walnut	Garland	TX	Kap Lian	214-530-1143
3915 US-377	Granbury	TX	Sui Cer lang	309-317-8849
313 E Pioneer Pkwy	Grand Prairie	TX	Sui Cer lang	309-317-8849
2525 I-20	Grand Prairie	TX	Johan Van Uk Thang	469-254-5178
6322 Telephone Rd.	Houston	TX	Monica Hno Hngel	832-348-3079
14344 Memorial Dr.	Houston	TX	Rasheed Li	832-646-5244
1440 Studemont St	Houston	TX	Claire Hyunju Bae	832-722-0736
14221 E Sam Houston Pkwy N	Houston	TX	Aaron Ngun Sui Khal	317-801-4788
1950 El Dorado Blvd	Houston	TX	Bei Lo Tla	469-432-6624
1801 South Voss Rd	Houston	TX	Hee Young Youn	832-466-8461
1035 N Shepherd Dr	Houston	TX	Jae O Won	713-437-7334
10306 S Post Oak Rd	Houston	TX	Jeong Lyong Seo	832-486-0912
5150 Buffalo Speedway	Houston	TX	Claire Hyunju Bae	832-722-0736
1520 Eldridge Pkwy	Houston	TX	Min Ho Kim	213-820-2082
1938 West Gray St	Houston	TX	Jae O Won	713-437-7334
1352 W 43rd St	Houston	TX	Engmawia Hnginglo	346-208-9316
9125 W Sam Houston Pkwy N	Houston	TX	Bawi Tha Tawng	936-414-5172
7747 Kirby Dr	Houston	TX	Jeong Lyong Seo	832-486-0912
4000 Polk	Houston	TX	Zam Vung	832-416-9833
13133 Veterans Memorial	Houston	TX	Esther Thet	832-431-4750
9330 Jones Road	Houston	TX	Aung Lin Moe	832-641-7738
12620 Woodforest	Houston	TX	Joshua Lian	281-780-6704
1505 Wirt Rd	Houston	TX	Nyan Lin	713-287-0240
9303 Hwy. 6 South	Houston	TX	Van Maw lang	832-439-8639
14710 Woodforest	Houston	TX	Joshua Lian	281-780-6704
9919 Westheimer	Houston	TX	Sui Nei Mawi	806-437-0626
12434 Tomball Parkway	Houston	TX	Par Thluai	713-373-1402
12222 Jones Road	Houston	TX	Dal Lian Thangngen	281-745-3200
8550 Hwy. 6 N	Houston	TX	Ca Soe Phy	346-503-3621
16400 El Camino Real	Houston	TX	Biak Tin Sui	469-548-4317
360 FM 1960 West	Houston	TX	Bu Ma Gri	713-637-9678
6350 N. Eldridge Pkwy	Houston	TX	Thao Thi Thanh Do	346-256-1240
9325 Katy Freeway	Houston	TX	Inginsan Aung	281-827-7709
2300 N. Gessner	Houston	TX	Aseinwi Ze Ya	832-964-9343
12555 Briar Forest Dr.	Houston	TX	Jack Naing Khee	832-465-4135
12400 FM 1960	Houston	TX	Nga Reh	832-537-1971
11701 S. Sam Houston Pkwy	Houston	TX	Van Biak Cuai	832-332-1825
10010 Cypresswood Dr.	Houston	TX	Naw Bawk Npawt	832-865-8823
9475 FM1960 Bypass Rd W	Humble	TX	Ivan Itoya Take	319-450-3369
19300 W. Lake Houston Pkwy.	Humble	TX	Aaron Ngun Sui Khal	317-801-4788
3820 Atascocita Road	Humble	TX	Saw Ye Lin Kyi	317-737-7128
223 IH 45 South	Huntsville	TX	Rosey Tial	832-756-3360
708 E. Pipeline Rd.	Hurst	TX	Hoi Tang Calzada	612-987-0435
3612 N. Beltline Rd.	Irving	TX	Ma Puii	414-439-5958

**List of Current Franchisees
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7505 N MacArthur Blvd	Irving	TX	Lai Ram Thang	972-877-0910
9806 Gaston Rd	Katy	TX	Ja Young Kim	832-875-1830
2700 W Grand Pkwy N	Katy	TX	Min Ho Kim	213-820-2082
1712 Spring Green Blvd	Katy	TX	Lwin Lwin Htike	832-977-0435
22150 Westheimer Parkway	Katy	TX	Ji Young Kim	832-878-0733
6055 Fry Road	Katy	TX	Uk Lian Thang	346-221-2093
1550 Grand Parkway	Katy	TX	Tluang Kip Thanga	346-205-4398
976 Keller Pkwy	Keller	TX	Ester Par Mawi	469-836-2592
2061 Rufe Snow Dr	Keller	TX	Chin Peter	469-763-1521
3410 Northpark Dr	Kingwood	TX	Tha Sung	832-989-2856
25651 Highway 59 N	Kingwood	TX	Suan Thang Mung	832-407-1929
1300 Fairmont Pkwy.	LaPorte	TX	William Runthuan Thang	832-805-9353
1920 W League City Pkwy	League City	TX	Sui Mawi	346-932-7672
2750 E League City Parkway	League City	TX	Hrang Peng	713-815-8155
250 S. FM 270	League City	TX	Bei Lo Tla	469-432-6624
4620 SH 121	Lewisville	TX	Van Run lang	469-386-9380
2671 Little Elm Pkwy	Little Elm	TX	Chae Soo Hong	972-439-7803
701 West Marshall	Longview	TX	Thawng Thang Lian	469-395-7170
6616 FM 1488 Rd	Magnolia	TX	Chan Chuah Moya	713-820-1453
3001 Matlock Rd	Mansfield	TX	Than Tluang	504-516-4127
3300 E Broad St	Mansfield	TX	William Gin Sian Sang	469-771-9750
300 E. End Blvd.	Marshall	TX	Siang Tha Ceu	903-754-8077
1801 N Lake Forest Dr	McKinney	TX	Tial Chum Ling	469-835-4311
2901 Lake Forest Dr	McKinney	TX	Bor Te	214-753-6184
1707 W. University	McKinney	TX	Di Zim Par Mawi	469-450-8782
525 N. Galloway	Mesquite	TX	Tial Zing	469-456-5032
1919 Faithon P Lucas Sr Blvd	Mesquite	TX	Tluang Hnin Thang	469-618-7926
2200 FM 663	Midlothian	TX	Nelson Tinthang Biak	469-867-7264
6200 Highway 6	Missouri City	TX	Cristhian Villagomez	713-922-6773
20168 Eva St	Montgomery	TX	Par Dawh Sung	214-815-7902
7201 Boulevard 26	N. Richland Hills	TX	Matharngun Siang	817-302-6792
3205 University Drive	Nacogdoches	TX	Mang Hup	469-650-9936
1215 North Street	Nacogdoches	TX	Mang Hup	469-650-9936
22030 Market Place Dr	New Caney	TX	Ivan Itoya Take	319-450-3369
9150 N Tarrant Pkwy	North Richland Hills	TX	Ngun Tha Mawi	682-215-5922
9135 26 Blvd	North Richland Hills	TX	Rang Zang Ling	817-344-0040
6767 Spencer	Pasadena	TX	Hrang Peng	713-815-8155
2619 Red Bluff	Pasadena	TX	Hniang Hniang	832-443-1207
3550 Spencer Highway	Pasadena	TX	Hniang Hniang	832-443-1207
11003 Shadow Creek Pkwy	Pearland	TX	Myint Hein	832-966-4804
8323 West Broadway St	Pearland	TX	Pa Kuk Ceu	713-894-4051
3245 F.M. 518	Pearland	TX	David Van Lal Awma	713-269-5278
7100 Independence Pkwy	Plano	TX	Ca Len Sung	214-437-4126
3305 Dallas Pkwy	Plano	TX	Sui Tha	469-877-8459
4017 14th St	Plano	TX	Kei Lian Kap	214-854-0806
2925 Custer Rd	Plano	TX	Ming Yang	469-321-1123

**List of Current Franchisees
As of March 31, 2024**

9700 Coit Rd	Plano	TX	Zathawngghu Sangpi	469-671-4686
1250 N Preston Rd	Prosper	TX	Tial Chum Ling	469-835-4311
4650 West University Dr	Prosper	TX	Johan Sang	972-522-8253
536 Centennial Blvd	Richardson	TX	Mang Za Hliang	469-835-4511
160 N. Coit	Richardson	TX	Van Za Khum	972-972-5891
25050 FM 1093	Richmond	TX	Uk Lian Thang	346-221-2093
8011 W Grand Pkwy S	Richmond	TX	Jin Lee	832-613-4688
6425 FM1464	Richmond	TX	Benjamin Chalthleng	832-709-3764
1950 N Goliad St	Rockwall	TX	Van Lian Hmung	469-463-7916
2935 Ridge Rd	Rockwall	TX	Ro Sung Hniang	214-541-4708
24401 Brazos Town Xing	Rosenberg	TX	Min Ding	832-416-5780
5190 Hwy 78	Sachse	TX	Van Ni Or	469-632-2443
1905 El Mar	Seabrook	TX	Hre Ling	972-829-1628
1820 Loy Lake	Sherman	TX	Jenevy Ngun	214-429-7383
9155 Mansfield Rd.	Shreveport	TX	Do Pau	318-200-7971
2110 E Southlake Blvd	Southlake	TX	Dawt Rem	214-705-5574
2150 Spring Stuebner	Spring	TX	Zung Kim	713-449-4690
3731 Riley Fuzzel Rd	Spring	TX	Lal Crosshlu Cross	828-279-7236
15802 Champion Forest Dr	Spring	TX	John Hram Zel	832-439-8639
8745 Spring Cypress Rd	Spring	TX	Lal Nei Thuama	713-459-2830
5671 Treaschwig	Spring	TX	May Thang	936-590-6249
6060 FM 2920	Spring	TX	Sung Sung	832-888-4627
2301 Rayford Rd.	Spring	TX	Simonzar Lian	281-662-4964
18518 Kuykendahl	Spring	TX	Za Len Mawia	515-322-4052
18861 University Blvd	Sugar Land	TX	Jonathan Bawi	319-591-3322
4825 Sweetwater Blvd	Sugar Land	TX	Jonathan Bawi	319-591-3322
11565 Hwy 6 South	Sugar Land	TX	Hoi Dim	832-388-5303
3541 Palmer	Texas City	TX	Hre Ling	972-829-1628
6805 N. Main St.	The Colony	TX	Myint Hre Siang Uk	469-794-8607
4747 Research Forest Dr	The Woodlands	TX	Par Dawh Sung	214-815-7902
6700 Woodlands Pkwy.	The Woodlands	TX	Yunyan Fei	832-773-3910
8000 Research Forest Dr.	The Woodlands	TX	Kareng Dau Nan	346-855-2953
24350 Kuykendahl Rd	Tomball	TX	Cung Lian Bik	469-630-5470
14060 Farm to Market 2920	Tomball	TX	Mang Thio Lian	281-662-0430
12605 I-45 N	Willis	TX	Chan Chuah Moya	713-820-1453
2608 FM 544	Wylie	TX	Thang Awi	214-907-9603
555 S 200 W	Bountiful	UT	Biak Cung Uk	385-237-7981
156 S Main St	Brigham City	UT	Rosa Wintle	435-512-2741
633 S Main St	Cedar City	UT	Htike Htike Linn	347-421-8726
212 E 12300 S	Draper	UT	Betty Perry	801-755-2346
1316 US-89	Farmington	UT	Thain Win	801-979-3737
1370 W 200 N	Kaysville	UT	Khin Yee	317-414-8290
1170 E Gentile St	Layton	UT	Zing Dawt Len	704-681-3014
1550 E 3500 N	Lehi	UT	Dawt Tha lang	385-419-8009
442 N 175 E	Logan	UT	Lal Nun Thara	317-414-8290
750 N Main St	Logan	UT	Lay Win	435-557-2309

**List of Current Franchisees
As of March 31, 2024**

980 Fort Union Blvd	Midvale	UT	Biak Za Thang	317-529-9832
665 W 5300 S	Murray	UT	Betty Perry	801-755-2346
2434 N Washington Rd Blvd	North Ogden	UT	Mangcung Lian	806-335-5284
4275 Harrison Blvd	Ogden	UT	Ram Ceu Thang	385-345-5397
1485 Harrison Blvd	Ogden	UT	Lynda Lian Kim	806-576-5276
45 S State St	Orem	UT	Zam Cung	317-445-6698
1725 Uinta Way	Park City	UT	Seng San Aung	385-420-2269
350 N Freedom Blvd	Provo	UT	April Wah	385-444-5512
876 E 800 S	Salt Lake City	UT	Garroe Hoover Wah	801-918-6905
402 6th Ave	Salt Lake City	UT	Dayday Lu	385-444-8384
3470 Bengal Blvd	Salt Lake City	UT	Lal Ngaih	801-651-2119
455 S 500 E	Salt Lake City	UT	Van Ro Thang	385-259-8299
845 E 4500 S	Salt Lake City	UT	Chung Uk Thang	801-651-8088
3215 S Valley St	Salt Lake City	UT	Hre Lian Ceu	801-209-0359
922 E 2100 S	Salt Lake City	UT	Lu Mai Jinghkang	385-227-4139
2039 E 9400 S	Sandy	UT	Van Ro Lian Uk	513-526-9122
10305 S 1300 E	Sandy	UT	Brang Tawng	469-268-6750
689 N Redwood Rd	Saratoga Springs	UT	Tawkceu Hu	385-483-9405
1634 S Jordan Pkwy	South Jordan	UT	Brang Tawng	469-268-6750
5448 W Daybreak Pkwy	South Jordan	UT	Van Biak Zual Sang	513-560-3275
1117 W 400 S	Springville	UT	Kan Thun	806-420-8819
20 N Bluff St	St George	UT	Nancy Sui Tha Par	317-447-2621
565 S Mall Dr	St George	UT	John Mang	435-922-9850
7061 S Redwood Rd	West Jordan	UT	Rosa Siang Len Sung	907-331-8604
5710 W 7800 S	West Jordan	UT	Fam Nawn lang	801-441-8987
1820 W 9000 S	West Jordan	UT	Fam Nawn lang	801-441-8987
217 N 2000 W	West Point	UT	Doi La Sayaw	904-405-8348
4643 4000 W	West Valley City	UT	Thawng Lian Ceu	385-388-3834
5620 W 4100 S	West Valley City	UT	Jaing Lahpai Bradley	801-719-7703
14 W 2600 S	Woods Cross	UT	Hla Maung Thein	801-971-7893
903 University City Blvd	Blacksburg	VA	Rahn Koo Binkley	540-250-1684
1322 S Main St	Blacksburg	VA	Rahn Koo Binkley	540-250-1684
31 Midway St	Bristol	VA	Ruth Nitha Hliang	585-230-9558
1904 Emmet St	Charlottesville	VA	Chay Aye	434-960-2226
1980 Rio Hill Center	Charlottesville	VA	Sai Leng	434-327-7285
1159 Emmet St N	Charlottesville	VA	Chay Aye	434-960-2226
1653 Sentinel Dr	Chesapeake	VA	James Dawt Lian	469-559-7092
309 S Battlefield Blvd	Chesapeake	VA	Ah Mi Lu Khaw	804-999-1275
1464 Mt Pleasant Rd	Chesapeake	VA	Ah Mi Lu Khaw	804-999-1275
12726 Jefferson Davis Hwy	Chester	VA	Bawi Nun Tluang	380-213-5468
10800 Iron Bridge Rd	Chester	VA	Insoon Kye Kim	804-971-6993
555 N Franklin St	Christiansburg	VA	William Lee Edwards	540-505-4253
72 Kingston Dr	Daleville	VA	Zo Pa Lian	540-892-8522
15069 Forest Rd	Forest	VA	Thla Thawng	463-207-8797
6500 George Washington Memorial Hwy	Grafton	VA	Siang Nei Zing	757-597-3748

**List of Current Franchisees
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1050 W Mercury Blvd	Hampton	VA	Kai San Lahpai	757-217-6028
80 Westlake Rd	Hardy	VA	Olonbayar Ravdandorj	540-798-4153
9000 Staples Mill Rd	Henrico	VA	Ma Htu Mahka	757-876-2170
9000 Staples Mill Rd	Henrico	VA	Ying Jiang	804-432-3106
2012 Wards Rd	Lynchburg	VA	Lal Lian	757-732-3041
7805 Timberlake Rd	Lynchburg	VA	Tial Hnin Thang	240-440-0272
4119 Boonsboro Rd	Lynchburg	VA	Van Sui Kam	317-775-7606
6335 Mechanicsville Turnpike	Mechanicsville	VA	Yoon Sup Shim	302-465-4234
9351 Atlee Rd	Mechanicsville	VA	Moon Kwon Song	201-281-8366
13201 Rittenhouse Dr	Midlothian	VA	Brang Ja Mahka	804-298-0482
14101 Midlothian Tpk	Midlothian	VA	Eunmi Moon	646-821-6616
3001 Polo Parkway	Midlothian	VA	Mi Hwa Kim	804-909-7615
2821 Hicks Rd	North Chesterfield	VA	Hkun Awng Malut Nlu	804-803-6758
1301 Frederick Blvd	Portsmouth	VA	Thang Hlei	301-256-1505
3507 W Cary St	Richmond	VA	Jamai Lu Marip	804-916-0129
9480 West Broad St	Richmond	VA	Bawi Nun Tluang	380-213-5468
1601 Willow Lawn Dr	Richmond	VA	Yoon Sup Shim	302-465-4234
901 North Lombardy St	Richmond	VA	Yoon Sup Shim	302-465-4234
7000 Tim Price Way	Richmond	VA	Hram Uk Bawi	380-212-9462
4816 S Laburnum Ave	Richmond	VA	Gumsan Aung Marip	804-787-3335
1356 Gaskins Rd	Richmond	VA	Zau San Du Lahpai	804-546-1512
4488 Electric Rd	Roanoke	VA	Amina Ochirbat	540-676-0822
3970 Valley Gateway Blvd	Roanoke	VA	Narantsetseg Batjargal	540-354-4823
614 Brandon Ave SW	Roanoke	VA	Zo Pa Lian	540-892-8522
4404 Brambleton Ave	Roanoke	VA	Sui Hlawn Rem	540-892-8469
7223 Williamson Rd	Roanoke	VA	Duh Thluai Cin	540-355-5912
3971 Brambleton Ave	Roanoke	VA	Nyamsuren Sumberrozo	540-494-2343
1477 W Main St	Salem	VA	Zo Pa Lian	540-892-8522
161 Electric Rd	Salem	VA	Thla Thawng	463-207-8797
1282 Smithfield Plaza	Smithfield	VA	Kai San Lahpai	757-416-8385
850 Statler Blvd	Staunton	VA	Hkun Awng Malut Nlu	804-665-6811
1017 University Blvd	Suffolk	VA	Zam Kim Thang	917-518-0350
1401 N Main St	Suffolk	VA	Zaam Ngaih Cing	757-291-6381
3330 Virginia Beach Blvd	VA Beach	VA	The Dy	404-551-6320
915 Hardy Rd	Vinton	VA	Zo Pa Lian	540-892-8522
4625 Shore Dr	Virginia Beach	VA	Austin Zaw	757-602-8568
1800 Republic Rd	Virginia Beach	VA	Tai Romano	757-799-6540
975 Providence Square Shopping Center	Virginia Beach	VA	Myo Min Kyaw	757-933-3580
3901 Holland Rd	Virginia Beach	VA	Kyoung Hwan Kim	703-973-1636
5007-2 Victory Blvd	Yorktown	VA	Dim Piang	415-603-8193
N112 W16200 Mequon Rd	GERMANTOWN	WI	Keal Err	414-775-5616
1735 W. Silver Spring	GLENDALE	WI	Biak Mang	402-213-8611
N95 W18351 County Line Ro	MENOMONEE FALLS	WI	Tuan Thang	641-691-6694
7401 W Good Hope Rd	MILWAUKEE	WI	Lal Hming Lian Thang	417-416-1583

**List of Current Franchisees
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6950 W. State St.	WAUWATOSA	WI	No Cung	317-626-8209
6360 US-60	Barboursville	WV	Myo Min	331-575-6814
133 Beckley Crossing	Beckley	WV	Thawng Ah Lian	806-984-2952
5717 MacCorkle Ave SE	Charleston	WV	Chan Hre Lian	317-457-7560
1100 Fledderjohn Rd	Charleston	WV	Elton Za Lyan	312-722-1482
19 7Th Ave W	Huntington	WV	Jousha Denney	740-506-2717
500 Suncrest Town Centre Dr	Morgantown	WV	Biak Sung	317-690-3893
2007 7th St	Parkersburg	WV	Sang Bawi Thawng	317-979-9284
2007 7th St	Parkersburg	WV	Joseph Ram Bik Ceu	361-655-4688
1439 Maccorkle Ave	Saint Albans	WV	Van Uk	317-966-7682
5 River Walk Mall	South Charleston	WV	Chan Hre Lian	317-457-7560
100 Saint Thomas Dr	Weirton	WV	Ngun Lian Thawng	270-535-5087
3702 Dell Range Blvd	Cheyenne	WY	Sui Bik	806-421-9119
70 Yellow Creek Rd	Evanston	WY	Van Bik Thawng	913-337-1907

EXHIBIT G
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
LIST OF TERMINATED FRANCHISES

**Terminated Franchisees
As of March 31, 2024**

Name	Address	State	Phone#
Thawng Lian Thang	Carbondale	CO	432-230-7687
Tha Bik Lian	Aurora	CO	469-648-7674
Francis Tha Cung Lial	Decatur	GA	317-453-6301
Jett Jaye Diamond Sladden	Acworth	GA	470-985-3037
Robert Siang Lian Thawng	Lexington	KY	317-714-0734
Leslie Young	Winchester	KY	859-285-7770
Van Cung Bik	Lexington	KY	317-739-9774
Ca Hlei lang	Rochester	MI	317-566-4371
Ram Peng Lin	Howell	MI	806-930-9051
Maung Myint	St. Clair Shores	MI	616-350-6439
Tuan Dim	Roseville	MI	616-325-8991
Baby Sang	Shelby TWP	MI	616-219-5961
Lang Tha Chin	Rochester Hills	MI	248-820-8370
Nuampi Anna	Mt. Juliet	TN	806-584-4310
Jonathan Bawi	Sugarland	TX	319-591-3322
Duh Thang	Nacogdoches	TX	469-614-4614
Duh Thang	Nacogdoches	TX	469-614-4614
April Wah	Provo	UT	385-444-5512
Garroe Hoover Wah	Salt Lake City	UT	801-918-6905
William Lee Edwards	Christianburg	VA	540-505-4253
Tial Hnin Thang	Lynchburg	VA	240-440-0272
Zakaria Bawi Hing	Albans	WV	317-617-0512
Zakaria Bawi Hing	Dunbar	WV	317-617-0512
Van Bik Thawng	Evanston	WY	913-337-1907

EXHIBIT H
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
LIST OF TRANSFERRED FRANCHISES

**List of Transfers
As of March 31, 2024**

City	State	Name	Phone Number
Auburn	AL	Oscar Guan	(626) 759-4870
Madison	AL	Cung L Sang	615-584-6977
Madison	AL	Lalduhawma Biak	913-283-0364
Opelika	AL	Oscar Guan	(626) 759-4869
Aspen	CO	Maritza Ramos	970-987-3067
Aurora	CO	Tha Bik Lian	469-648-7674
Avon	CO	Par Te	563-554-3963
Boulder	CO	Ai Tun Aung	720-353-7728
Castle Pines	CO	Lung Chen	303-809-8662
Castle Rock	CO	Kee Ling	720-532-5024
Durango	CO	Fam Tha Men	432-236-5606
Durango	CO	Fam Tha Men	432-236-5606
Eagle	CO	Ngun Hnin	214-779-2920
Firestone	CO	Chan Peng Cinzah	972-815-3479
Fort Collins	CO	Ko Ko	808-250-6757
Greeley	CO	Anthony Ning	970-373-3304
lafayette	CO	Cameron Dersham Hill	303-246-0238
Littleton	CO	Joseph Thang	720-253-3042
Longmont	CO	Chuanzhuo Pan	720-487-2321
Longmont	CO	Robert Cung Lian Uk	913-271-7093
Louisville	CO	Shwe Yee Win	720-641-5865
Louisville	CO	Anthony Lal Fak Zual	317-282-3429
Montrose	CO	Bawi Hnin Thang	214-927-5327
Monument	CO	Richard Vanbiklian	269-601-0600
Monument	CO	Tha Tin Hnem	214-640-0386
Parker	CO	Nay Chi Nway	720-325-0164
Parker	CO	Kyaw Kyaw	385-227-5862
Parker	CO	Lian Bawi	720-662-1854
Thornton	CO	Biak Sung	214-659-3516
Atlanta	GA	Esther Sung Nawn Par	678-360-5107
Atlanta	GA	Grace Cho	501-240-2797
Atlanta	GA	Da Jung Jung	706-616-3535
Atlanta	GA	Je Sy	678-414-7407
Atlanta	GA	Grace Cho	501-240-2797
Augusta	GA	Cho Cho	507-530-6444
Bonaire	GA	Tha Chin Par Sia Khel	317-360-2040
Buford	GA	Monica Asian	678-683-3384
Canton	GA	Cing Za Nuam	404-839-8434
Carrollton	GA	David Mang	470-209-9723
Cartersville	GA	Joseph Suan	317-373-0806
College Park	GA	Hang Lian Thang	678-347-0269
Dacula	GA	Cingh Lun	678-613-3181
Dallas	GA	Cin Zam	470-519-7960
Dawsonville	GA	Van Cem	309-716-8856
Decatur	GA	Philip Zanaung Nhkum	678-681-4867
Douglasville	GA	William Luai	478-588-6043

**List of Transfers
As of March 31, 2024**

Duluth	GA	Nuam Lam Cing	404-750-0764
Duluth	GA	Vung Zam Niang	470-383-0601
Fayetteville	GA	Lal Thang	317-200-6183
Gainesville	GA	Thla Ki	404-518-0161
Grovetown	GA	Wah Gay Lo	336-307-1633
Jefferson	GA	Lal Ram Hngak	585-576-3025
Johns Creek	GA	Jason and Nimyah LaCroix	770-815-7100
Lawrenceville	GA	Ah Din Lahpai	770-743-6043
Lilburn	GA	Nel Vung	678-536-5141
Macon	GA	Steven Tial Cem Thang	269-366-7849
Marietta	GA	Biak Chin Par	404-453-8126
Marietta	GA	Thang Lian	469-643-8814
Marietta	GA	Ceu Bik Thawng	309-292-6571
Martinez	GA	Kweh Kalu Taw	803-476-7090
McDonough	GA	Tha Bawi Thawng	(678) 478-9597
Milledgeville	GA	Cung Hnem	469-671-9714
Roswell	GA	Cin Tung	678-305-8753
Sandy Springs	GA	Thang Gin Mung	(678) 595-1850
Suwanee	GA	Salai Thawng Lian	404-552-2469
Suwanee	GA	Sui Dim	404-482-5534
Warner Robins	GA	Thang Mung	754-801-3750
Woodstock	GA	Lal Nun Siar	404-580-5523
Herrin	IL	John Ling Awm	270-938-5811
Jeffersonville	IN	Kap Lian Thang	317-970-4641
Jeffersonville	IN	Efraim Lin	317-331-6646
Madison	IN	Hre Lian	317-657-0926
Sellersburg	IN	Lal Thlan Liana	502-291-9590
hutchinson	KS	Aye Chan	316-665-1014
Junction City	KS	Pa Mang	913-218-5500
Junction City	KS	Ni Hlei Tial	913-972-5806
Lawrence	KS	Za Tial	913-325-9357
Lawrence	KS	Sui Lian	913-991-4784
Lawrence	KS	Zet Thang Bau	717-480-7988
Lawrence	KS	Ze Tsai Tangbau	717-480-7988
Manhattan	KS	Esther Ngun Bor Chin	913-201-7041
Manhattan	KS	Ni Hlei Tial	913-972-5806
Salina	KS	Paul Zaw Htoo	785-317-5650
Salina	KS	Paul Zaw Htoo	785-317-5650
Salina	KS	Paul Zaw Htoo	785-377-5650
Salina	KS	Saw Clever Moo	785-376-5392
Salina	KS	Saw Clever Moo	713-377-1290
Salina	KS	Ma Choe Win	713-377-1290
Topeka	KS	Tha Hnem Par	317-440-4165
Topeka	KS	Ni Ni	206-513-9106
Topeka	KS	Solomon Lian	913-579-1486
Topeka	KS	David Lalram Muana	(515) 528-6895
Topeka	KS	Ni Ni	206-513-9106

**List of Transfers
As of March 31, 2024**

Topeka	KS	No Cung	317-626-8209
Wichita	KS	Win Hliang Aung	515-829-1655
Wichita	KS	Aye Aye Mu	240-484-8726
Wichita	KS	Nimawi Sung	317-431-6119
Wichita	KS	Chan Bik	913-223-0415
Wichita	KS	David Dawt Cung	913-298-9513
Wichita	KS	Tluang Lian Mang	402-939-9567
Bowling Green	KY	Joseph Bawi Cem Thang	270-421-2348
Bowling Green	KY	Van Dam	270-392-4110
Clarksville	KY	Sang Hlei	270-560-8072
Cold Spring	KY	Zai Tha Len	859-888-5764
Covington	KY	Enock Thawng	859-415-6220
Erlanger	KY	Rung Mang	"859-287-8822
Florence	KY	Lia Za San	859-206-7317
Georgetown	KY	Alex Zotea	515-528-6603
Hopkinsville	KY	Abshai Thangrum	270-598-2575
La Grange	KY	Duh Nawl	317-282-7398
La Grange	KY	Ruth Van Tha	317-800-1326
Lexington	KY	Ramfangzaua Tuahzo	515-528-1570
Lexington	KY	Steven Lee Moua	(720) 621-6939
Lexington	KY	Lalrin Mawia Chalthleng	(515) 414-9891
Lexington	KY	Sangliana Hnante	515-943-8232
Lexington	KY	Hming T Zaua	515-423-9174
Louisville	KY	Om Phe	509-440-4601
Louisville	KY	Lal Siam	502-389-9229
Louisville	KY	Khup Hre	208-613-9666
Louisville	KY	Pek Lian	502-408-3956
Louisville	KY	Thang Awm	(253) 988-1596
Louisville	KY	Stephen Sawm Khan	502-531-5045
Louisville	KY	Thawh Cin	502-881-0265
Louisville	KY	Zakaria Bawi Hing	317-617-0512
Louisville	KY	Samantha Kyithar Swe	502-380-7132
Mt Sterling	KY	San San Aye	371-313-8780
Mt. Washington	KY	Phillip Ka Cung	317-701-1956
Owensboro	KY	Fam Tin Thluai	469-763-2977
Richmond	KY	Lei Phe	502-407-8301
			"317-737-7513
St Matthews	KY	Bawi Lian Thang	317-772-4063"
Versailles	KY	Hal Luya Bawi Tha Lian Thawng	317-740-8396
Versailles	KY	Hmung Cung Cin	252-349-1280
Walton	KY	Lai Phun Sang	(859) 691-1286
Bossier City	LA	Kham Do Nang	318-990-8427
lake Charles	LA	Solomon Sialling	417-619-7753
Shreveport	LA	Do Pau	318-200-7971
Shreveport	LA	Nu Nem	318-518-6167
Shreveport	LA	Ciin Cing	318-564-6618

**List of Transfers
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Sulpher	LA	Giyoung Jang	337-426-2700
Sulphur	LA	Ryan Mang	214-710-0060
Canton	MI	David Bawilianthang	317-670-3843
Commerce Charter Twp	MI	Mikel Bardhyli	248-830-7250
Dearborn	MI	Ngun Cen Hnim	517-977-3523
Howell	MI	Than Ling	(513) 658-8266
Howell	MI	Ram Peng Ling	(806) 930-9051
Lake Orion	MI	Van Bawi	515-776-1941
Livonia	MI	Bawi Hlun	765-516-3183
New Baltimore	MI	Bawi Lian	616-337-2017
Northville	MI	Sang Za Tial	469-358-5187
Oak Park	MI	Dawt Awi Thang	970-471-3744
Plymouth	MI	Ngun Hlawn Tial	317-495-0674
Roseville	MI	Tuan Dim	616-325-8991
Roseville	MI	Nusrat Shabnam	586-303-6886
Saginaw	MI	Meriam Hniang Cuai	614-596-4531
Shelby Township	MI	Biak Tha Thang	269-579-3191
Southgate	MI	Sui Cer Chin	317-966-3048
Sterling Heights	MI	Jeny Sui Tin Par	903-820-3459
Warren	MI	Van Thabik Noval	586-625-7728
Westland	MI	Man Bor	317-403-0765
Fremont	NE	Eh Gray	763-910-7144
Omaha	NE	Hman Bawi	402-591-0248
Omaha	NE	Sui Tin Tial	262-617-2963
Athens	OH	Esther Cinza	614-969-7952
Belpre, OH	OH	Sang Bawi Thawng	317-979-9284
Bowling Green	OH	Iang Tha Bor	641-328-2418
Cincinnati	OH	Van Tin Thang	513-307-9036
Cincinnati	OH	Aung Cin Thang	(317) 533-8529
Cincinnati	OH	Tha Cung Lian	319-601-0278
Circleville	OH	Peng Bawi Thawng	317-702-1128
Circleville	OH	Peng Thawng	317-702-1128
Columbus	OH	Tuan Iang	614-649-4460
Columbus	OH	Mesiah Lian Bawi	614-663-7513
Columbus	OH	Bor Hlawn	614-439-5219
Columbus	OH	Mary Iang	614-972-4371
Dayton	OH	Tawk Lian Thang	513-446-3919
Delaware	OH	Noung Thang	630-347-2337
Findlay	OH	Za Rem Thang	936-900-0713
Gahanna	OH	Biak Ceu Lian	614-733-1349
Harrison	OH	Dim Long Htang	513-858-9147
Kettering	OH	San Ceu	515-710-4865
Kettering	OH	Tluang Duh Cung	317-908-0140
Lebanon	OH	Cung Uk	859-496-3032
Milford	OH	Thorr Nelson	260-310-7559
Monroe	OH	Za Uk	(859) 320-8085
Monroe	OH	Maria Walusis	937-620-6009

**List of Transfers
As of March 31, 2024**

Oxford	OH	Peter Van Lal Cuan	317-790-7042
Piqua	OH	Tial Lian	614-596-4806
Portsmouth	OH	Van Sui Hniang	317-416-7060
Sidney	OH	Daniel Tha Bik Lian	317-515-1285
Sunbury	OH	Hniang Bik	469-600-9726
Toledo	OH	Tha Tin Zing	641-854-3458
Toledo	OH	Van Hei	641-758-5233
Toledo	OH	Puia Khiangte	515-322-4369
Upper Arlington	OH	Rual Thang	614-591-1809
Urbana	OH	Than Sum	585-305-4746
Waterville	OH	Lal Lian Eng	614-756-9666
Worthington	OH	Van Biak Thawng	614-638-9282
Aiken	SC	Wanida Srisomsak	803-998-6605
Bluffton	SC	Ngun Bik - Daughter (Rosey)	515-783-0172
Columbia	SC	Nan Ban Htoi Shiang	803-743-5805
Hilton Head Island	SC	Zai T. Sung	(214) 994-6922
Irmo	SC	Mai San	803-719-3112
North Augusta	SC	Eh Eh	803-269-4455
Bellevue	TN	Linda Win	615-200-4948
Bellvue	TN	Gin Khan Khai	615-484-7329
Brentwood	TN	Mung Tawng	615-480-3622
Brentwood	TN	Muan Muan	615-390-5477
Clarksville	TN	Tha Par	270-599-6231
Crossville	TN	Lawrence Thuama	317-797-9319
Disckson	TN	Chawngkhuma Manuna	317-772-8370
Farragut	TN	Iris Nunmawi Bell	865-789-0947
Franklin	TN	Hlung Thawng Thei Can	913-940-9806
Franklin	TN	Hang Lian	615-886-0036
Franklin	TN	Monica Mawi Mawi	615-775-4642
Franklin	TN	Kim Sian Lian	615-481-6903
Franklin	TN	Jon Na Than	615-474-5147
Franklin	TN	Lam Dal	615-618-1994
Gallatin	TN	Lian Hu	270-598-1683
Goodlettsville	TN	Aye Thi Tha	206-742-1412
Hermitage	TN	Cung L Sang	615-584-6977
Hermitage	TN	Thang Thang	616-498-5953
Johnson City	TN	Nandar Sangi	423-328-4715
Johnson City	TN	Khaing Kyaw Thu	650-942-4919
Knoxville	TN	Joseph San	907-942-1220
Knoxville	TN	Tuallawt Lawm Sang Puia	515-809-7146
Lebanon	TN	Sui Lian	615-594-7665
Madison	TN	Aye Ni	615-485 2147
Mt. Juliet	TN	Thang Thawn	270-223-5258
Mt. juliet	TN	Nuampi Anna	806-584-4310
Murfreesboro	TN	Bei Hmau	303-748-3673
Murfreesboro	TN	Ro Thang Lian	615-972-4544
Murfreesboro	TN	Cin Deih Sang	615-438-1873

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Nashville	TN	Aye Ni	615-485 2147
Nashville	TN	Sui Thang	270-929-2871
Nashville	TN	Peng Liang	913-265-0732
Nashville	TN	Za Hmung	364-201-3106
Nashville	TN	Sian Siam	615-482-5104
Nashville	TN	Cherry Vansui Khan	317-474-0573
Nashville	TN	Vum Lei	615-625-8666
Nashville	TN	Ha Shing Ning	615-578-9516
Nashville	TN	Al Boye	509-309-4301
Nashville	TN	Elizabeth Thang Hai	615-362-5437
Nashville	TN	Joseph Bawi Cem Thang	270-421-2348
Pigeon Forge	TN	Lalven Thangi Khupno	(515)528-0418
Powell	TN	Tumai Salaw	865-282-6899
Powell	TN	Tumai Salaw	865-282-6899
Spring Hill	TN	Fredrick James Shipp Jr	615-734-9462
Springfield	TN	Lal Hmun Siana	317-600-1887
Addison	TX	Biak Tha Cing	214-431-7579
Addison	TX	Thawng Tha Lian	469-395-7170
Allen	TX	Van Nun Peng	469-912-8794
Arlington	TX	Samuel Dun	817-902-6260
Cedar Hill	TX	Nelson Biak	469-867-7264
Chandler	TX	Siang Hu	832-342-8516
Conroe	TX	Thang Za Lian	469-867-3569
Crowley	TX	Peter Hnin	682-554-7579
Cypress	TX	Nuam Kim	832-339-8322
Cypress	TX	Sung Sung	832-888-4267
Cypress	TX	Qian Qiao	713-470-7134
Dallas	TX	Van Khum Lian	309-278-2189
Dallas	TX	Jacob Ngun Chum	469-207-2073
Dallas	TX	Nicholas Cung	319-504-6993
Dallas	TX	Tial Sung	254-229-2327
Dallas	TX	Sui Hu Mang	469-794-8630
Denton	TX	Za Nawl	214-672-3968
Dickinson	TX	Jonathan Thang	214-730-9271
Duncanville	TX	Stanley Bawi Nun Sang	(469) 464-7450
Fort Worth	TX	Hkawn Tangbau	817-454-5132
Fort Worth	TX	Ceu Uk	817-363-0682
Frisco	TX	Sanda Cung	214-710-4253
Frisco	TX	Dawt Cin Hnem	469-720-8112
Frisco	TX	Jordan Cinzah	317-605-4475
Grand Prairie	TX	Sung Thlia	214-916-6694
Grand Prairie	TX	Moe Aung	469-661-4688
Houston	TX	Rasheed Li	832-646-5244
Houston	TX	Nandar Aung/One World Alliance	918-863-7328
Houston	TX	Aseinwi Ze Ya	832-964-9343
Houston	TX	Lay Lay	832-837-7044
Houston	TX	Naw Bawk Npawt	832-865-8823

**List of Transfers
As of March 31, 2024**

Houston	TX	Ren Zeng	713-449-1820
Houston	TX	Aung Lin Moe	832-641-7738
Houston	TX	Ren Zeng	713-449-1820
Houston	TX	Yuan Qiao	346-587-8292
Houston	TX	Nyan Lin	713-287-0240
Houston	TX	Qian Qiao	713-470-7134
Houston	TX	Par Thluai	713-373-1402
Houston	TX	Ca Soe Phy	346-503-3621
Houston	TX	Thao Thi Thanh Do	346-256-1240
Houston	TX	Jack Naing Khee	832-465-4135
Houston	TX	Jiyoon Lim	832-674-0324
Houston	TX	Yuan Qiao	346-587-8292
Huntsville	TX	Biak Khen Par	214-434-6816
Hurst	TX	Hoi Tang Calzada	612-987-0435
Katy	TX	Biak Tha Cang	432-818-3163
Katy	TX	Sui Mang	832-830-2272
League City	TX	AA Cung	412-629-5435
League City	TX	Khin Maung	716-239-5773
Magnolia	TX	Ja La Zinghang	832-731-5445
Mansfield	TX	Kep Hlei Thang	469-671-4374
McKinney	TX	Steven Sui Hlun Sialing	630-923-2791
Missouri City	TX	Cristhian Villagomez	713-922-6773
Montgomery	TX	Peter L. Lin	410-624-6559
North Richland Hills	TX	Ngun Dim	702-764-7627
North Richland Hills	TX	Christopher Kim	214-641-6207
Pearland	TX	David Vanlal Awma	713-269-5278
Plano	TX	Thawng Ceu Kung	214-650-8252
Plano	TX	Luhpa Ndau	817-888-2174
Prosper	TX	Tawk Hnem Tial Hlawngching	469-493-0011
Prosper	TX	Nu Bawi	972-765-7644
Richmond	TX	James Uk	281-780-6707
Rockwall	TX	Pa Nawt	239-203-8669
Rosenberg	TX	Min Ding	832-416-5780
Spring	TX	Ara Hameh	713-851-4877
Spring	TX	George Urbano	832-656-1604
Spring	TX	Za Len Mawia	515-322-4052
Sugar Land	TX	Lai Naih Zawn	832-602-9324
Sugar Land	TX	Zam Vung	832-416-9833
Sugarland	TX	Mah Zung Rem	832-618-4967
The Woodlands	TX	T Mwee Moon Klenwah	832-287-1187
The Woodlands	TX	Dau Nan Kareng	346-855-2953
Tomball	TX	Aung Lin Moe	832-641-7738
Willis	TX	Moona Cyerya	940-442-7590
Farmington	UT	Jonda Ein	385-419-9835
Layton	UT	Lal Nun Thara	317-414-8290
Logan	UT	Lay Win	435-557-2309
North Ogden	UT	Moris Angelus	(702) 793-0594

**List of Transfers
As of March 31, 2024**

North Ogden	UT	Ronald VanNiak Hmung	970-296-0452
Ogden	UT	Raymond Aung Marip	801-232-7561
Ogden	UT	Van Lian Thawng	385-222-9504
Orem	UT	John Abina	402-541-6905
Park City	UT	Doi La Sayaw	904-405-8348
Provo	UT	Sinthia Escobar	801-347-4445
Salt Lake City	UT	Hniang Doi Sung	806-278-0152
Salt Lake City	UT	Ning Deih Niang	801-403-9436
Salt Lake City	UT	Jaing Bradley	801-719-7703
Salt Lake City	UT	Van Ram Mawi	801-680-8850
Sandy	UT	Ja Nu	385-495-6793
Saratoga Springs	UT	Mang Khup	317-531-6413
South Jordan	UT	Jaing Lahpai Bradley	801-719-7703
South Jordan	UT	Tial Hnem Mawi	319-529-6776
St George	UT	Adawn San	801-680-2013
West Jordan	UT	Ning Deih Niang	801-403-9436
West Jordan	UT	Bernadeth Cruz	(801) 803-9169
Blacksburg	VA	Andrew Walker	540-998-5252
Charlottesville	VA	Htay Htay Maw	434-960-9080
Charlottesville	VA	Mu Paw	434-282-9040
Charlottesville	VA	Mi Chan Non	434-284-2493
Chesapeake	VA	Brang Aung Maran	(585) 713-8157
Chesapeake	VA	Kozi Malong Changmar	918-982-0803
Chesapeake	VA	Seng Awng Changmar	720-609-0543
Chesapeake	VA	Brang Aung Maran	585-713-8157
Chesapeake	VA	Brang Aung Maran	585-713-8157
Chester	VA	Myoung Kang	(703)-323-4989
Daleville	VA	Pa Lung	540-519-0695
Forest	VA	Ngun Bawi Thang	317-652-1968
Grafton	VA	Ki Paing	757-401-0904
Harrisonburg	VA	La Ring Hpau Jung	240-601-5155
Lynchburg	VA	Van Bawi Uk	469-671-4940
Mechanicsville	VA	Ek Yuel Yim	540-915-0969
Mechanicsville	VA	Pekhlua Lal	210-306-8072
Midlothian	VA	Christine Lee	804-878-8380
Midlothian	VA	Eunmi Moon	646-821-6616
Richmond	VA	Personal to Business Account	
Richmond	VA	Ma Htu Mahka	(804) 928-2588
Richmond	VA	San Lat	804-928-2588
Richmond	VA	Ryan Oelschlager	757-915-1665
Richmond	VA	Kyrillos Samir Azer	804-368-5752
Richmond	VA	Zau San Du Lahpai	804-546-1512
Richmond	VA	Kathy Han	540-537-2426
Richmond	VA	Zau San Du Lahpai	804-546-1512
Roanoke	VA	Buyanzul Soninbaatar	574-377-7962
Roanoke	VA	Nyamsuren Sumberrozo	540-494-2343
Roanoke	VA	Htee Shee	540-494-5112

**List of Transfers
As of March 31, 2024**

Roanoke	VA	Cung Bawi Or (Henry)	540-519-7619
Roanoke	VA	Peter Francis Radjou	540-537-2426
Roanoke	VA	Jaroi Ngan	301-471-7922
Salem	VA	Pa Lung	540-519-0695
Smithfield	VA	Julia Marksue	651-497-9986
Smithfield	VA	Theresa Kiemyar Stephennyar	757-637-8126
Staunton	VA	La Ring Hpau Jung	240-601-5155
VA Beach	VA	Bridget Baucom	919-414-5044
Virginia Beach	VA	Johnny Paedu	336-615-0895
Virginia Beach	VA	Bu Mar	757-597-1477
Virginia beach	VA	Austin Zaw	757-602-8568
Richland	WA	Mary Van	509-302-0562
Charleston	WV	Tin Cung Hnin	317-617-5602
Parkersburg	WV	Sang Bawi Thawng	317-979-9284
Princeton	WV	Rosey Tial	832-756-3360
South Charleston	WV	Tial Thawng	319-212-0284
Cheyenne	WY	Samuel Bawi Tlai	806-282-4723

EXHIBIT I
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

JFE Franchising, Inc.

Financial Statements

**Period From November 28, 2022 to March 31, 2024
and Years Ended November 27, 2022 and
November 28, 2021**

JFE Franchising, Inc.

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Report of Independent Auditors

To the Management of JFE Franchising, Inc.

Opinion

We have audited the accompanying financial statements of JFE Franchising, Inc. (the “Company”), which comprise the balance sheets as of March 31, 2024 and November 27, 2022, and the related statements of income, of stockholders’ equity and of cash flows for the period from November 28, 2022 to March 31, 2024, and the years ended November 27, 2022 and November 28, 2021, including the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of March 31, 2024 and November 27, 2022, and the results of its operations and its cash flows for the period from November 28, 2022 to March 31, 2024, and the years ended November 27, 2022 and November 28, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US 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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 the financial statements are available to be 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 US 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 US 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.

A large, handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

Houston, Texas
October 25, 2024

JFE Franchising, Inc.
Balance Sheets
March 31, 2024 and November 27, 2022

	March 31, 2024	November 27, 2022
Assets		
Current assets		
Cash and cash equivalents	\$ 19,134,163	\$ 8,778,657
Accounts receivable	6,598,631	5,014,704
Due from affiliates	8,018,202	1,879,578
Supplies inventory	2,279,317	1,675,910
Prepaid expenses and other current assets	1,458,289	804,811
Loan receivable from affiliates	116,846,345	38,292,343
Total current assets	154,334,947	56,446,003
Deferred tax asset	-	168,831
Right of use asset	2,142,927	-
Property and equipment, net	2,575,812	1,855,227
Total assets	<u>\$ 159,053,686</u>	<u>\$ 58,470,061</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 1,912,848	\$ 1,315,705
Due to franchisees	31,045,502	18,309,404
Due to affiliates, net	15,303,977	259,621
Current portion of deferred revenue	2,369,135	2,761,963
Lease liability - current	371,228	-
Employee benefit profit sharing	1,237,082	706,220
Income taxes payable	14,168,120	6,689,985
Other current liabilities	1,726,073	661,634
Total current liabilities	68,133,965	30,704,532
Deferred revenue, net of current portion	632,281	1,900,859
Deferred tax liability	21,597	-
Lease liability - noncurrent	1,825,845	-
Ice panel security deposits	465,150	437,850
Label machine deposits	23,701	878,999
Total liabilities	<u>71,102,539</u>	<u>33,922,240</u>
Commitments and contingencies (Note 9)		
Stockholders' equity		
Common stock, no par value, 1,000,000 shares authorized, 300,000 shares issued and outstanding	300,000	300,000
Retained earnings	87,651,147	24,247,821
Total stockholders' equity	<u>87,951,147</u>	<u>24,547,821</u>
Total liabilities and stockholders' equity	<u>\$ 159,053,686</u>	<u>\$ 58,470,061</u>

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

JFE Franchising, Inc.
Statements of Income
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

	Period From November 28, 2022 to March 31, 2024	Years Ended	
		November 27, 2022	November 28, 2021
Revenue			
Franchise fees	\$ 6,016,706	\$ 2,216,892	\$ 1,634,055
Royalty revenues	108,112,978	43,483,551	33,620,298
Insurance revenues	16,498,579	7,634,129	6,060,501
Other revenues	14,401,274	6,047,010	2,254,829
Total revenue	<u>145,029,537</u>	<u>59,381,582</u>	<u>43,569,683</u>
Cost of goods sold	<u>10,492,645</u>	<u>3,354,142</u>	<u>2,116,736</u>
Gross profit	<u>134,536,892</u>	<u>56,027,440</u>	<u>41,452,947</u>
Operating costs and expenses			
Franchise expenses	21,026,309	7,961,314	6,151,361
Sales and marketing expenses	3,960,411	960,316	350,914
General and administrative expenses	24,281,736	8,213,653	5,312,034
Depreciation expense	<u>995,226</u>	<u>552,225</u>	<u>513,815</u>
Total operating costs and expenses	<u>50,263,682</u>	<u>17,687,508</u>	<u>12,328,124</u>
Income from operations	<u>84,273,210</u>	<u>38,339,932</u>	<u>29,124,823</u>
Other income (expenses), net			
Interest income	3,767,613	458,759	233,579
Other income	506,293	161,213	119,370
Other expenses	<u>(2,088,027)</u>	<u>(292,066)</u>	<u>(157,459)</u>
Total other income, net	<u>2,185,879</u>	<u>327,906</u>	<u>195,490</u>
Income before income tax expense	86,459,089	38,667,838	29,320,313
Income tax expense	<u>21,739,240</u>	<u>9,475,385</u>	<u>7,278,048</u>
Net income	<u>\$ 64,719,849</u>	<u>\$ 29,192,453</u>	<u>\$ 22,042,265</u>

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

JFE Franchising, Inc.
Statements of Stockholders' Equity
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

	Common Stock		Retained Earnings	Total Stockholders' Equity
	Shares	Amount		
Balances at November 29, 2020	300,000	\$ 300,000	\$ 4,184,913	\$ 4,484,913
Distributions to stockholders			(3,650,000)	(3,650,000)
Net income			22,042,265	22,042,265
Balances at November 28, 2021	300,000	300,000	22,577,178	22,877,178
Distributions to stockholders			(28,000,000)	(28,000,000)
Share based payment expense			478,190	478,190
Net income			29,192,453	29,192,453
Balances at November 27, 2022	300,000	300,000	24,247,821	24,547,821
Distributions to stockholders			(1,400,000)	(1,400,000)
Share based payment expense			83,477	83,477
Net income			64,719,849	64,719,849
Balances at March 31, 2024	300,000	\$ 300,000	\$ 87,651,147	\$ 87,951,147

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

JFE Franchising, Inc.
Statements of Cash Flows
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

	Period From November 28, 2022 to March 31, 2024	Years Ended	
		November 27, 2022	November 28, 2021
Cash flows from operating activities			
Net income	\$ 64,719,849	\$ 29,192,453	\$ 22,042,265
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	995,226	552,225	513,815
Amortization of ROU asset	549,507	-	-
Net loss (gain) on sale of property and equipment	(22,614)	(12,862)	(21,402)
Share based payment expense	83,477	478,190	-
Inventory provision	-	480,319	488,956
Deferred taxes	190,428	(377,656)	81,483
Interest income from note receivable	(4,152,568)	(458,759)	(233,579)
Changes in operating assets and liabilities			
Accounts receivable	(1,583,927)	(2,214,353)	(791,955)
Due from affiliates	(6,138,624)	2,169,205	(390,168)
Supplies inventory	(603,407)	(1,504,998)	(741,733)
Prepaid expenses and other current assets	(653,478)	(469,453)	(43,780)
Accounts payable	597,143	441,222	(367,183)
Due to affiliates	15,044,356	(2,285,785)	2,082,351
Due to franchisees	12,736,098	4,081,402	6,436,561
Deferred revenue	(1,661,406)	1,812,728	1,423,694
Lease liabilities	(495,361)	-	-
Other current liabilities	1,064,439	(178,852)	477,792
Income taxes payable	7,478,135	1,349,289	1,932,974
Ice panel machine deposits	27,300	102,450	262,649
Label machine deposits	(855,298)	(282,001)	(19,500)
Employee benefit profit sharing	530,862	(211,158)	530,000
Net cash provided by operating activities	<u>87,850,137</u>	<u>32,663,606</u>	<u>33,663,240</u>
Cash flows from investing activities			
Loan receivable to affiliate	(74,401,434)	(35,312,787)	(26,248,051)
Purchases of property and equipment	(1,810,939)	(536,708)	(802,996)
Proceeds from sale of property and equipment	117,742	14,993	108,313
Net cash used in investing activities	<u>(76,094,631)</u>	<u>(35,834,502)</u>	<u>(26,942,734)</u>
Cash flows from financing activities			
Distributions to stockholder	(1,400,000)	-	(3,650,000)
Net cash used in financing activities	<u>(1,400,000)</u>	<u>-</u>	<u>(3,650,000)</u>
Net increase in cash and cash equivalents	10,355,506	(3,170,896)	3,070,506
Cash and cash equivalents			
Beginning of year	8,778,657	11,949,553	8,879,047
End of year	<u>\$ 19,134,163</u>	<u>\$ 8,778,657</u>	<u>\$ 11,949,553</u>
Supplemental cash flows disclosures			
Income taxes paid	\$ 9,822,710	\$ 7,717,956	\$ 3,824,796
Noncash investing and financing activity			
Distribution to stockholder	\$ -	\$ 28,000,000	\$ -
Accrued interest income	3,767,613	411,550	233,579

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

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

1. Organization and Nature of Business

JFE Franchising, Inc. (the “Company”), incorporated in the State of Texas on August 21, 2013, is primarily engaged in franchise operations to authorize and manage franchises sold by the Company. The franchisees are granted the right to operate sushi bars and fruit fridges under the brand names “SNOWFOX”, “SUSHI BOX” or “SNOWFRUIT” as separate departments in supermarkets.

Until June 28, 2019, JFE Franchising, Inc. was owned by JimKim Holdings, Inc. On June 28, 2019, SnowFox US Holdco, Inc. (“SnowFox US Holdco”) acquired 100 percent of the issued and outstanding shares in JFE Franchising, Inc. from JimKim Holdings, Inc. (the “Acquisition”). Subsequent to this acquisition, JFE Franchising, Inc. is a wholly owned subsidiary of SnowFox US Holdco. JFE Franchising, Inc. elected not to apply pushdown accounting in its separate financial statements.

In June 2023 Zensho Holdings acquired the Snowfox US Holdco which owns JFE Franchising. The Company has elected to not record purchase accounting on the standalone financial statements of JFE Franchising.

The Company primarily generates revenues from the sales of new franchise agreements and ongoing royalty fees earned under JFE franchise agreements. The Company develops and operates a nationwide system of restaurants which prepare, package and sell a menu of competitively priced food items. On occasion, the Company will open up a location and operate it until a franchisee is approved by the related supermarket. However, the Company’s ownership is temporary and only for a few months. The Company-owned stores at March 31, 2024 and November 27, 2022 consist of the following:

	Number of Stores	
	March 31, 2024	November 27, 2022
Stores at beginning of year	42	1
Stores opened	94	123
Stores opened by the Company and transferred to Franchisees	(63)	(89)
Stores operated by Franchisees and transferred to the Company	-	7
Stores closed	(9)	-
Stores at end of year	64	42

During the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, the revenue generated from the Company-owned stores was \$2,468,095 and \$137,847 and \$144,515, which is included in other revenues in the accompanying statements of income, while the related costs were \$2,508,540 and \$124,785 and \$169,259, which are included in cost of goods sold in the accompanying statements of income. As of March 31, 2024, the Company has 2,426 franchise locations in operation, which are located in the United States.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Sushi

The Company typically grants a franchisee the right to open one or more express sushi restaurants inside of grocery stores. Under the franchise agreement, a franchisee is required to pay a nonrefundable franchise fee, which could range from \$1,000 to \$100,000 depending on the factors such as store location and demographic data, store quality and amenities, in-store location, and type of sushi bar structure. Thereafter, the franchisee pays royalties between 5% to 20% of its gross sales to the Company for use of the “SNOWFOX” name, menus, processes, and procedures. Franchise agreements generally have an initial term of three years and a franchisee will have the right to extend the term of the agreement for another three years.

Fruit

The Company typically grants a franchisee the right to open one or more express fruit fridges inside of grocery stores. Under the franchise agreement, a franchisee is required to pay a nonrefundable franchise fee, which could range from \$3,000 to \$50,000 depending on the factors such as store location and demographic data, store quality and amenities, in-store location, and type of structure. Thereafter, the franchisee pays royalties between 5% to 20% of its gross sales to the Company for use of the “SNOWFRUIT” name, menus, processes, and procedures. Franchise agreements generally have an initial term of two years and a franchisee will have the right to extend the term of the agreement for another two years.

The total number of open stores including franchise and direct stores at March 31, 2024 and November 27, 2022 consist of the following:

	Number of Stores					
	March 31, 2024 <i>Fruit</i>	March 31, 2024 <i>Sushi</i>	March 31, 2024 <i>Total</i>	November 27, 2022 <i>Fruit</i>	November 27, 2022 <i>Sushi</i>	November 27, 2022 <i>Total</i>
Stores at beginning of year	431	1,374	1,805	-	1,163	1,163
Stores opened	666	169	835	431	221	652
Stores closed	(39)	(175)	(214)	-	(10)	(10)
Stores at end of year	1,058	1,368	2,426	431	1,374	1,805

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company’s financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition as of March 31, 2024 and November 27, 2022.

In 2022, the Company used a 52–53-week fiscal year which ended on the last Sunday of November. Accordingly, the 2021 fiscal year ended on November 28, 2021, and the 2022 fiscal year ended on November 27, 2022. The fiscal years ended November 28, 2021 and November 27, 2022 included 52 weeks. Due to the acquisition by Zensho Holdings, there was a change in fiscal year to a March month end. Accordingly, the FY24 reporting period from November 28, 2022 through March 31, 2024 or 16 months.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Significant items subject to such estimates and assumptions include the allowances for doubtful accounts, the valuation of inventories, and the useful lives of property and equipment. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on deposit with banks and, at times, may exceed federally insured limits. The Company considers highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

Accounts Receivable

Accounts receivable at March 31, 2024 and November 27, 2022 primarily consist of the amounts due from franchisees for royalties. The amounts due are stated at their net estimated realizable value. The Company maintains an allowance for doubtful accounts to provide for the estimated amount of receivables that will not be collected. Allowance for doubtful accounts, if needed, is computed under the allowance method, based upon historical experience and management's estimates of uncollectible accounts. Ongoing credit evaluations of customers' financial conditions are performed, and collateral is generally not required. The Company believes accounts receivable as of March 31, 2024 and November 27, 2022 are fully collectible, and, therefore, no allowance for doubtful accounts has been provided.

Due From Affiliates/Due to Affiliates

Amounts due from affiliates are any amounts funded to other subsidiaries of the parent entity (Note 5). The counterparties possess the intent and ability to repay these amounts to the Company.

Amounts due to affiliates represents amounts owed by the Company to its corporate office and affiliated entities. These amounts are primarily attributable to charges for services provided by the Corporate office, which includes administrative support, strategic guidance, and other management services that facilitate the operations of the business. (Note 5).

The Company will remit excess cash flows from operations to its parent entity or to other affiliates to finance ongoing cash flow requirements (dividends, debt repayments, capital projects, etc.). When either the lack of intent or ability to repay exists between the Company's affiliates, the Company records these amounts as an equity receivable or payable, and any related cash flows are reflected within cash flows from financing activities.

Supplies Inventory

Supplies inventory is stated at the lower of cost or net realizable value, cost being determined using the first-in, first-out (FIFO) method. Appropriate consideration is given to obsolescence, slow moving items and other factors in evaluating net realizable value. The supplies inventory at March 31, 2024 and November 27, 2022 primarily consists of packaging materials and printers which is held to be sold to the franchisees.

The Company did not reserve for any inventory obsolescence in FY24, while it did recognize \$480,319 as a reduction of inventory as of November 27, 2022, and a loss in earnings during the year ended November 27, 2022, due to the assessment of certain supplies inventory as slow-moving and obsolete.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Fair Value of Financial Instruments

Under ASC Topic No. 820, *Fair Value Measurements and Disclosures*, fair value is defined as the price at which an asset could be exchanged, or a liability transferred in a transaction between knowledgeable, willing parties in the principal or most advantageous market for the asset or liability. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or parameters are not available, valuation models are applied.

Assets and liabilities recorded at fair value in the financial statements are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Hierarchical levels directly related to the amount of subjectivity associated with the inputs to fair valuation of these assets and liabilities are as follows:

- Level 1 Observable inputs such as quoted prices in active markets for identical assets at the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 Observable inputs, other than quoted prices included in Level 1, that are either directly or indirectly observable for the asset or liability through correlation with market data at the reporting date and for the duration of the instrument's anticipated life.
- Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities and which reflect management's best estimate of what market participants would use in pricing the asset or liability at the reporting date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

All the Company's financial instruments such as cash and cash equivalents, accounts receivable, due from affiliates, and accounts payable are of short-term duration. Their carrying value, therefore, approximates their fair value due to the short-term nature of these instruments.

Loan Receivable From Affiliates

Loan receivable agreements are without collateral, accrue interest according to the terms of the loan agreements, and are due on the specified maturity dates or sooner on demand. Refer to Note 5 for further detail.

Additionally, a loan receivable is considered to be impaired when, based upon current events, it is probable that the Company will be unable to collect all amounts due according to the existing contractual terms. If a loan receivable is considered to be impaired, the amount of loss is calculated by comparing the recorded investment to the value determined by discounting the expected future cash flows at its effective interest rate. No impairment charges were recorded for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021.

The Company announced a dividend of \$28,000,000 to Snowfox US Holdco Inc. in the twelve month period ended November 28, 2022. The dividend was provided through forgiveness of previously issued loan receivable from affiliates. No dividends were issued for the 16 month period ended March 31, 2024.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Property and Equipment

Property and equipment are stated at cost. Depreciation on property and equipment is computed over the estimated useful lives of the related assets, generally ranging from five to seven years, using the straight-line method. Leasehold improvements are amortized on the straight-line method over the shorter of the lease term or estimated useful life of the assets. Repairs and maintenance are expensed as incurred. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is recorded as a component of other income or expenses in the accompanying statement of income.

Impairment or Disposal of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. As of March 31, 2024 and November 27, 2022, the Company believes that no asset is impaired.

Payable to Franchisees

The Company collects revenue earned by the franchisee directly from the grocery store, net of the grocery fees, and holds it in cash. The Company records its royalties and remits the remaining revenues earned by the franchisee to each franchisee.

Deferred Revenue

Deferred revenue represents the initial franchise fees received, but the Company has not earned yet. The initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement, and will, therefore, be treated as a single performance obligation. As such, initial franchise fees received are recognized over the franchise term, which is generally three years.

Revenue

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* ("ASC 606") when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. The Company recognizes revenue from contracts with customers as its performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon a contractually agreed upon rate. The amount of revenue recognized may not equal customer cash payments because performance obligations may be satisfied ahead of or subsequent to cash receipt. The differences between revenue recognition and cash payments received are reflected in accounts receivable or deferred revenue, as appropriate. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized and includes deferred revenue as well as amounts that will be recognized as revenue in future periods. Contracted but not yet recognized revenue was \$3,001,416 and \$4,662,821 as of March 31, 2024 and November 27, 2022, of which the Company expected to recognize approximately 79% and 59% over the next 12 months, respectively.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

The Company is party to a contract with a third party grocery store to provide certain products and services for which the Company has arranged for JK959 Global, Inc., a sister company, to fulfill certain performance obligations, and the Company is considered an agent therefore related revenue and expenses are recorded net.

Franchise fee revenue is earned by entering into a franchise agreement with a franchisee and providing services during the term of the franchise agreement. Franchise fee revenue is recognized over the term of franchise agreement, which is generally three years.

Revenue related to royalty fees and insurance fees is earned based on a percentage of franchisee sales recorded when earned. Royalty and insurance revenue is recognized over time as franchisee sales occur.

Other revenues are earned primarily by selling supplies and providing other services to franchisees. Other revenues are recognized when the control of the promised goods or services is transferred.

Contract Identification

We account for a contract when it is approved, both parties are committed, the rights of the parties are identified, payment terms are defined, the contract has commercial substance, and collection of consideration is probable.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer under ASC 606. In accordance with ASC 606, we do not assess whether promised goods or services are performance obligations if they are immaterial in the context of the contract with the customer.

Contract Value

Revenue is measured based on the amount of consideration specified in the contracts with our customers and excludes any amounts collected on behalf of third parties. The estimation of total revenue from a customer contract is not subject to elements of variable consideration.

Timing of Recognition

We recognize revenue when we satisfy a performance obligation by transferring control of a product or service to a customer. Our performance obligations are satisfied over time as services are provided or at a point in time when control of products is transferred. Revenue from services provided to customers over time accounted for 92% and 93% and 95% of the Company's revenues for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, respectively.

Disaggregation of Revenues

As a nonpublic entity, the Company has elected not to apply the quantitative disaggregation of revenue. The Company's franchise fee, royalty, and a majority of other revenues are recognized over time, whereas product sales revenues are recognized at a point in time. The location of the Company's customers and the types of contracts entered into may affect the nature, amount, timing, and uncertainty of revenue and cash flows.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Operating Costs and Expenses

Operating costs and expenses for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021 primarily consist of franchising expenses, sales and marketing expenses, and general and administrative expenses, as follows:

- Franchising expenses represent the costs associated with the selling to and training of franchisees. These costs include salaries, wages and benefits for employees involved in the selling and training of franchisees including the use of professionals, such as consultants and legal firms.
- Sales and marketing expenses include advertising and promotion expenses, general marketing expenses, and related travel expenses.
- General and administrative expenses include corporate and administrative functions that support the Company's franchise operations, information systems, recruiting costs, professional fees, and insurance.

Income Taxes

The Company pays federal, certain state income and local franchise taxes on its taxable income. The Company is a member of a group which files a consolidated income tax return. Members of the group are allocated a portion of the group's income tax liability based on relative taxable income.

In accordance with the Company's accounting policy, the changes in penalties and interest related to income taxes are recognized within other expenses on the statement of income and within other current liabilities on the balance sheet.

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASC Topic 842, Leases ("ASC 842") to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use ("ROU") asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. ASC 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements.

Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in ASC Topic 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted ASC 842 on November 28, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Company has applied ASC 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC Topic 840, Leases.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

The Company elected the “package of practical expedients” under the transition guidance within ASC 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases, or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the “hindsight” practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term upon adoption of ASC 842 on January 1, 2022.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under ASC 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of ASC 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to nonpublic companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of ASC 842).

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Company has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its real estate asset class. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

The Company’s adoption of ASC 842 on November 28, 2022, resulted in the recording of additional ROU assets and lease liabilities for operating and financed leases. The Company’s operating leases recorded ROU assets and lease liabilities of \$2,527,559 and \$2,527,559, respectively. The Company does not have any finance leases. The adoption of the new lease standard did not materially impact consolidated income or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

In June 2016, the Financial Accounting Standards Board (“FASB”) issued an accounting standard update that changes the impairment model for financial assets, including trade receivables and certain other instruments. The update replaces the current “incurred loss” model with a methodology that reflects expected credit losses and requires consideration of a broader range of

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

reasonable and supportable information to inform credit loss estimates. In November 2019, the update's effective date for the Company was deferred to 2023, and the update must be adopted using a modified-retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date. Early adoption is permitted. The Company is evaluating the provisions of this update, but based on its preliminary analysis, does not expect adoption to have a material impact on its results of operations, financial position and cash flows.

3. Credit Risk

The standard deposit insurance limit of the Federal Deposit Insurance Corporation (FDIC) is \$250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with a high-quality financial institution, which, at times, may exceed federally insured coverage. At March 31, 2024 and November 27, 2022, the Company has \$18,884,163 and \$8,528,657 of cash and cash equivalents in excess of the FDIC insured limits, respectively.

4. Concentration Risk

The Company has a significant concentration of franchises with one grocery store conglomerate, which constitute 86% and 75% and 73% of gross sales for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, respectively. The potential for severe impact can result, for example, from total or partial loss of the business relationship, or from renegotiations with this grocery store conglomerate that result in significant margin erosion that could subsequently threaten the Company's business model.

5. Related Party Transactions and Balances

The Company has transactions with its affiliates in the normal course of business. Related party balances that relate to normal trading relationships have a right of offset. The Company also has lease agreements with the chairman of the Company for the Company's corporate offices and warehouse facility. During the year ended November 27, 2022, the Company recognized share based payment compensation expense of \$478,190 related to shares issued to employees in respect of the parent company. During the period from November 28, 2022 to March 31, 2024, the Company recognized share based payment compensation expense of \$83,477 related to shares issued to employees in respect of the parent company.

Transactions and balances with its affiliates and the Company's chairman as of and for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, are as follows:

	March 31, 2024	November 27, 2022	November 28, 2021
Due from affiliates	\$ 8,018,202	\$ 1,879,578	\$ 4,048,783
Loan receivable from affiliates	116,846,345	38,292,343	30,520,797
Due to affiliates	15,303,977	259,621	2,545,406
Rent paid to stockholder	320,000	267,000	282,566
Share based payment compensation	83,477	478,190	-

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Rent paid to shareholders is included in general and administrative expenses on the income statement. Share based payment costs are included in General and Administrative Expenses on the income statement.

Loans Receivable From Affiliates

During the period from November 28, 2022 to March 31, 2024, the Company provided loans totaling \$66,750,000 to affiliate YO! Sushi USA, Inc. The remaining loans are assessed at period end for their recoverability. During the year the Company provided loans in the amount of \$0 to Snowfox US Holdco and \$8,250,000 to Bento North

During the year ended November 27, 2022, the Company provided loans totaling \$35,359,996 to affiliate YO! Sushi USA, Inc. During the year, \$28,000,000 of the loans provided were converted into a formal dividend to the parent company. The remaining loans are assessed at period end for their recoverability.

During the year ended November 28, 2021, the Company provided loans totaling \$26,248,936 to affiliates SnowFox US Holdco and YO! Sushi, USA, Inc: \$2,000,000 to SnowFox US Holdco in December 2020; and \$3,000,000 in February 2021, \$1,400,000 in March 2021, \$1,312,732 in June 2021, \$10,000,000 in August 2021, \$3,935,055 in September 2021, \$2,000,000 in October 2021, and \$2,583,149 in November 2021 to YO! Sushi, USA, Inc.

The loans mature between the three and five-year anniversary of the date of each loan. Under the agreements, the 2020 loans bear interest on the unpaid principal balances at a fixed rate of 3.75% per annum, while the 2021, 2022 and 2024 loans bear interest on the unpaid principal balances at a fixed rate per annum based on the short-term Applicable Federal Rate ("AFR") as set out by the US Treasury Regulations in the month of issuance. Interest accrues daily on the unpaid principal balance, computed on the basis of a 360- day year of twelve 30-day months. The principal, together with any accrued but unpaid interest, is due and receivable on demand, but in any event no later than the maturity date of each loan. While some of the loans receivable to affiliates have matured, the amount and associated interest remain outstanding as of December 31, 2023.

During the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, the Company recognized interest income of \$3,554,002 and \$411,550 and \$232,694 on the loan receivable from affiliates, respectively. Accrued and unpaid interest on the loans totaled \$4,198,246 and \$644,244 as of March 31, 2024 and November 27, 2022, respectively.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

6. Property and Equipment

Property and equipment as of March 31, 2024 and November 27, 2022 consisted of the following:

	March 31, 2024	November 27, 2022
Automobiles	\$ 2,486,821	\$ 1,067,495
Furniture and fixtures	15,557	70,733
Office equipment	933,136	1,958,482
Software	213,191	-
Leasehold improvements	<u>1,392,859</u>	<u>1,380,428</u>
	5,041,564	4,477,138
Less: Accumulated depreciation and amortization	<u>(2,465,752)</u>	<u>(2,621,911)</u>
Net property and equipment	<u>\$ 2,575,812</u>	<u>\$ 1,855,227</u>

The useful economic lives of the Company's assets are as follows:

- Automobiles – 5 years
- Furniture and fixtures – 7 years
- Office equipment – 5 years
- Leasehold improvements – 5 years
- Software – 5 years

During the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, depreciation expense was \$ 995,226 and \$552,225 and \$513,815, respectively.

7. Income Taxes

The Company and its related affiliates file a consolidated federal income tax return and state returns as required.

Federal and state income taxes have been provided by the Company on the basis of its separate Company income and deductions in accordance with established practices of the consolidated group.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. Accordingly, only those tax benefits that have a greater than 50% likelihood of being sustained upon examination by the taxing authorities are recognized. As applied to the Company, any tax uncertainties would principally relate to state income taxes, or uncertainties in its U.S. Federal income tax return that is used to determine state income tax liability. Management has reviewed the Company's tax positions and determined there were no significant outstanding or retroactive tax positions. The tax years which principally remain subject to examination by major tax jurisdictions as of March 31, 2024, are 2019 through 2021.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Income Tax Expense

A breakout of the Company's provision for income taxes between federal and state current and deferred taxes is as follows for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021:

	March 31, 2024	November 27, 2022	November 28, 2021
Current income tax			
Federal	\$ 17,767,509	\$ 8,197,345	\$ 5,865,446
State	3,781,303	1,655,696	1,346,867
Total current income tax	<u>21,548,812</u>	<u>9,853,041</u>	<u>7,212,313</u>
Deferred income tax, net			
Federal	163,642	(327,359)	65,735
State	26,786	(50,297)	-
Total deferred income tax	<u>190,428</u>	<u>(377,656)</u>	<u>65,735</u>
Total income tax expense	<u>\$ 21,739,240</u>	<u>\$ 9,475,385</u>	<u>\$ 7,278,048</u>

A reconciliation of the provision for income taxes at the statutory federal tax rates to the Company's actual provision for income taxes is as follows for the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021:

	March 31, 2024	November 27, 2022	November 28, 2021
Computed at federal statutory rates	\$ 17,331,214	\$ 8,191,512	\$ 6,138,984
Permanent difference	740,046	65,695	82,363
State taxes	3,678,325	1,257,702	1,067,331
Other current adjustment	<u>(10,345)</u>	<u>(39,524)</u>	<u>(10,630)</u>
Total provision for income taxes	<u>\$ 21,739,240</u>	<u>\$ 9,475,385</u>	<u>\$ 7,278,048</u>

The Company's deferred tax liability/asset in the amount of \$21,597 and \$168,831 related to the difference between book and tax depreciation, inventory provision, and deferred revenue as of March 31, 2024 and November 27, 2022, respectively.

The amount of tax-related balances due to affiliates as of March 31, 2024 and November 27, 2022 is \$8,398,931 and \$1,964,413, respectively, as included in due to affiliates, net in the accompanying balance sheets.

For the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021, interest and penalties related to income taxes were charged to expense, offset by reversals of previously accrued interest and penalties on income taxes, resulting in a net benefit (cost) of (\$775,201) and (\$283,729) and \$12,116, respectively.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

8. Leases

As Discussed in Note 2, on November 28, 2022 the Company adopted ASU 2016-02, Leases (Topic 842). The Company has long-term operating leases, comprised entirely of real estate lease arrangements. Operating leases have remaining lease terms of up to 8 years, and there are no finance leases outstanding. The largest lease includes an option for the business to extend the lease for a period of an additional 10 years, the notice must be provided in 2031. The other leases include options to extend the leases and options to terminate the leases.

The following table summarizes the balances as it relates to leases as of March 31, 2024:

<i>(in thousands of dollars)</i>	March 31, 2024
Operating leases	
Operating lease right-of-use assets	\$ 2,143
Operating lease liability, current portion	371
Operating lease liability, long-term portion	1,826

The Company determines if an arrangement is a lease at its inception. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Operating lease ROU assets also include any initial direct costs and prepayments less lease incentives. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise such options. As the Company's leases generally do not provide an implicit rate, the Company has elected to use the practical expedient available to private companies, which allows the use of the risk-free rate that matches the term of the lease, in determining the present value of lease payments. Lease expense for these leases is recognized on a straight-line basis over the lease term.

Operating lease arrangements are comprised of real estate agreements for which the right-of-use assets are included in other assets and the corresponding lease liabilities, depending on their maturity, are included in accrued liabilities or other long-term liabilities in the consolidated balance sheets. The Company also elected to apply the practical expedient to consider nonlease components as a part of the lease. The Company's leases contain certain nonlease components for common area maintenance which are variable on a month-to-month basis and as such recorded as a variable lease expense as incurred. Operating lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. Variable lease payments and short-term lease payments (leases with initial terms less than 12 months) are expensed as incurred.

The details of the Company's operating leases are as follows:

<i>(in thousands of dollars)</i>	March 31, 2024
Operating lease cost	\$ 660
Amortization of right of use assets	397
Interest on lease liabilities	74
Total lease cost	<u>\$ 1,131</u>

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

Future minimum lease payments under noncancellable leases as of March 31, 2024 were as follows:

<i>(in thousands of dollars)</i>	Operating Leases
Year ending March 31,	
2025	\$ 405
2026	384
2027	289
2028	295
2029	307
Thereafter	884
Total minimum lease payments	2,564
Less: Amounts representing interest	367
Present value of minimum lease payments	2,197
Less: Current portion of lease obligation	371
Total long-term lease obligation	\$ 1,826

The Company's weighted-average remaining lease-term and weighted-average discount rate are as follows:

Lease Term and Discount Rate	March 31, 2024
Weighted average remaining lease-term (years)	
Operating leases	7.30
Weighted average discount rate (percent)	
Operating leases	3.77 %

Supplemental cash flow and other information related to operating leases are as follows:

<i>(in thousands of dollars)</i>	March 31, 2024
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flow from operating leases	\$ (639)
Noncash activity in the measurement of ROU assets and lease liabilities	
Initial recognition of ROU asset and lease liability for the adoption of ASC 842	\$ 2,528
Additions and modifications to right of use assets and lease liabilities	165

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

9. Commitments and Contingencies Litigation and Claims

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. It is the opinion of management that the liability, if any, arising from the ultimate disposition of such legal proceedings will not have a material impact on the Company's financial position or results of operations. Any current pending litigations are currently covered by the Company's insurance carrier and settled directly by the insurance carrier. As a result, no provision or asset is recognized within these financial statements.

10. Employee Benefit Plans

On December 24, 2015, the Company adopted the JFE Franchising, Inc. Pension Plan (the "Pension Plan") and JFE Franchising, Inc. Retirement Plan (the "Retirement Plan") to provide retirement benefits for its employees who are at least 21 years of age and are employed for at least one year with the Company. Under the Retirement Plan, the Company makes contributions to the plan at the minimum of 3% of each eligible employee's annual compensation. The Pension Plan and Retirement Plan were combined under a floor-offset plan arrangement for tax advantage purposes. In 2018, two participants associated with the Pension Plan who were previously employed by JFE Franchising, Inc. were transferred to employment with an affiliated entity, and the Pension Plan became effectively a multi-employer plan. Accordingly, in accordance with an agreement with the affiliated entity, the affiliated entity makes annual contributions to the Pension Plan for benefit amounts associated with participants under or retired from its employ as of the end of the plan year. Similarly, the Company would make annual contributions to the Pension Plan for any benefit amounts associated with participants under or retired from its employ as of the end of the plan year. The Company recognized a current liability of \$1,237,082 and \$706,220 associated with the Retirement Plan contribution as of March 31, 2024 and November 27, 2022, respectively.

11. Equity

The Company paid cash dividends throughout the period from November 28, 2022 to March 31, 2024 and years ended November 27, 2022 and November 28, 2021 of \$0 and \$28,000,000 and \$3,650,000, respectively.

JFE Franchising, Inc.
Notes to Financial Statements
Period From November 28, 2022 to March 31, 2024 and Years Ended
November 27, 2022 and November 28, 2021

12. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements.

The Company has identified the following subsequent events which require disclosure within this set of financial statements:

Intercompany loans

Subsequent to the balance sheet date, the Company provided loans totaling \$12,500,000 to YO! Sushi UK Limited, \$3,500,000 to Snowfox Midco 1 Limited and \$1,000,000 to Bento Nouveau, Inc.

Management has evaluated subsequent events through October 25, 2024, the date the financial statements were available to be issued. There were no other subsequent events requiring disclosure.

JFE Franchising, Inc.

Financial Statements

**Years Ended November 27, 2022 and November 28,
2021 and Period From January 1, 2020 to
November 29, 2020**

JFE Franchising, Inc.

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Report of Independent Auditors

To the Management of JFE Franchising, Inc.

Opinion

We have audited the accompanying financial statements of JFE Franchising, Inc. (the “Company”), which comprise the balance sheets as of November 27, 2022 and November 28, 2021, and the related statements of income, of stockholders’ equity and of cash flows for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, including the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of November 27, 2022 and November 28, 2021, and the results of its operations and its cash flows for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US 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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 the financial statements are available to be 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 US 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 US 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.

A large, stylized handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style with a large initial 'P'.

Houston, Texas
September 15, 2023

JFE Franchising, Inc.
Balance Sheets
November 27, 2022 and November 28, 2021

	November 27, 2022	November 28, 2021
Assets		
Current assets		
Cash and cash equivalents	\$ 8,778,657	\$ 11,949,553
Accounts receivable	5,014,704	2,800,351
Due from affiliates	1,879,578	4,048,783
Supplies inventory	1,675,910	651,231
Prepaid expenses and other current assets	804,811	335,358
Loan receivable from affiliates	38,292,343	30,520,797
Total current assets	56,446,003	50,306,073
Deferred tax asset	168,831	-
Property and equipment, net	1,855,227	1,872,875
Total assets	<u>\$ 58,470,061</u>	<u>\$ 52,178,948</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 1,315,705	\$ 874,483
Due to franchisees	18,309,404	14,228,002
Due to affiliates, net	259,621	2,545,406
Current portion of deferred revenue	2,761,963	1,391,639
Employee benefit profit sharing	706,220	917,378
Income taxes payable	6,689,985	5,340,696
Other current liabilities	661,634	840,486
Total current liabilities	30,704,532	26,138,090
Deferred revenue, net of current portion	1,900,859	1,458,455
Deferred tax liability	-	208,825
Ice panel security deposits	437,850	335,400
Label machine deposits	878,999	1,161,000
Total liabilities	<u>33,922,240</u>	<u>29,301,770</u>
Commitments and contingencies (Note 8)		
Stockholders' equity		
Common stock, no par value, 1,000,000 shares authorized, 300,000 shares issued and outstanding	300,000	300,000
Retained earnings	24,247,821	22,577,178
Total stockholders' equity	<u>24,547,821</u>	<u>22,877,178</u>
Total liabilities and stockholders' equity	<u>\$ 58,470,061</u>	<u>\$ 52,178,948</u>

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

JFE Franchising, Inc.
Statements of Income
Years Ended November 27, 2022 and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

	Years Ended		Period From
	November 27, 2022	November 28, 2021	January 1, 2020 to November 29, 2020
Revenue			
Franchise fees	\$ 2,216,892	\$ 1,634,055	\$ 1,377,922
Royalty revenues	43,483,551	33,620,298	21,253,992
Insurance revenues	7,634,129	6,060,501	3,632,865
Other revenues	6,047,010	2,254,829	1,752,848
Total revenue	<u>59,381,582</u>	<u>43,569,683</u>	<u>28,017,627</u>
Cost of goods sold	<u>3,354,142</u>	<u>2,116,736</u>	<u>1,310,722</u>
Gross profit	<u>56,027,440</u>	<u>41,452,947</u>	<u>26,706,905</u>
Operating costs and expenses			
Franchise expenses	7,961,314	6,151,361	4,370,139
Sales and marketing expenses	960,316	350,914	120,991
General and administrative expenses	8,213,653	5,312,034	3,504,384
Depreciation expense	552,225	513,815	446,981
Total operating costs and expenses	<u>17,687,508</u>	<u>12,328,124</u>	<u>8,442,495</u>
Income from operations	<u>38,339,932</u>	<u>29,124,823</u>	<u>18,264,410</u>
Other income (expenses), net			
Interest income	458,759	233,579	66,383
Other income	161,213	119,370	104,505
Other expenses	<u>(292,066)</u>	<u>(157,459)</u>	<u>(38,609)</u>
Total other income, net	<u>327,906</u>	<u>195,490</u>	<u>132,279</u>
Income before income tax expense	38,667,838	29,320,313	18,396,689
Income tax expense	<u>9,475,385</u>	<u>7,278,048</u>	<u>4,252,172</u>
Net income	<u>\$ 29,192,453</u>	<u>\$ 22,042,265</u>	<u>\$ 14,144,517</u>

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

JFE Franchising, Inc.
Statements of Stockholders' Equity
Years Ended November 27, 2022 and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

	Common Stock		Retained Earnings	Total Stockholders' Equity
	Shares	Amount		
Balances at December 31, 2019	300,000	\$ 300,000	\$ 4,270,396	\$ 4,570,396
Distributions to stockholders			(14,230,000)	(14,230,000)
Net income			14,144,517	14,144,517
Balances at November 29, 2020	300,000	300,000	4,184,913	4,484,913
Distributions to stockholders			(3,650,000)	(3,650,000)
Net income			22,042,265	22,042,265
Balances at November 28, 2021	300,000	300,000	22,577,178	22,877,178
Distributions to stockholders			(28,000,000)	(28,000,000)
Share based payment expense			478,190	478,190
Net income			29,192,453	29,192,453
Balances at November 27, 2022	300,000	\$ 300,000	\$ 24,247,821	\$ 24,547,821

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

JFE Franchising, Inc.
Statements of Cash Flows
Years Ended November 27, 2022 and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

	Years Ended		Period From January 1, 2020 to November 29, 2020
	November 27, 2022	November 28, 2021	
Cash flows from operating activities			
Net income	\$ 29,192,453	\$ 22,042,265	\$ 14,144,517
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	552,225	513,815	446,981
Net loss (gain) on sale of property and equipment	(12,862)	(21,402)	(16,297)
Share based payment expense	478,190	-	-
Inventory provision	480,319	488,956	368,534
Deferred taxes	(377,656)	81,483	65,049
Interest income from note receivable	(458,759)	(233,579)	(39,167)
Changes in operating assets and liabilities			
Accounts receivable	(2,214,353)	(791,955)	(661,311)
Due from affiliates	2,169,205	(390,168)	(53,093)
Supplies inventory	(1,504,998)	(741,733)	(463,285)
Prepaid expenses and other current assets	(469,453)	(43,780)	(51,487)
Accounts payable	441,222	(367,183)	745,669
Due to affiliates	(2,285,785)	2,082,351	428,281
Due to franchisees	4,081,402	6,436,561	(756,798)
Deferred revenue	1,812,728	1,423,694	(411,172)
Other current liabilities	(178,852)	477,792	117,618
Income taxes payable	1,349,289	1,932,974	1,447,319
Ice panel machine deposits	102,450	262,649	8,950
Label machine deposits	(282,001)	(19,500)	86,650
Employee benefit profit sharing	(211,158)	530,000	34,515
Net cash provided by operating activities	<u>32,663,606</u>	<u>33,663,240</u>	<u>15,441,473</u>
Cash flows from investing activities			
Loan receivable from affiliate	(35,312,787)	(26,248,051)	(4,000,000)
Purchases of property and equipment	(536,708)	(802,996)	(222,421)
Proceeds from sale of property and equipment	14,993	108,313	38,589
Net cash used in investing activities	<u>(35,834,502)</u>	<u>(26,942,734)</u>	<u>(4,183,832)</u>
Cash flows from financing activities			
Distributions to stockholder	-	(3,650,000)	(14,230,000)
Net cash used in financing activities	<u>-</u>	<u>(3,650,000)</u>	<u>(14,230,000)</u>
Net increase in cash and cash equivalents	(3,170,896)	3,070,506	(2,972,359)
Cash and cash equivalents			
Beginning of year	11,949,553	8,879,047	11,851,406
End of year	<u>\$ 8,778,657</u>	<u>\$ 11,949,553</u>	<u>\$ 8,879,047</u>
Supplemental cash flows disclosures			
Income taxes paid	\$ 7,717,956	\$ 3,824,796	\$ 2,307,850
Noncash investing and financing activity			
Distribution to stockholder	\$ 28,000,000	\$ -	\$ -
Accrued interest income	411,550	233,579	39,167

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

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

1. Organization and Nature of Business

JFE Franchising, Inc. (the “Company”), incorporated in the State of Texas on August 21, 2013, is primarily engaged in franchise operations to authorize and manage franchises sold by the Company. The franchisees are granted the right to operate sushi bars and fruit fridges under the brand names “SNOWFOX”, “SUSHI BOX” or “SNOWFRUIT” as separate departments in supermarkets.

Until June 28, 2019, JFE Franchising, Inc. was owned by JimKim Holdings, Inc. On June 28, 2019, SnowFox US Holdco, Inc. (“SnowFox US Holdco”) acquired 100 percent of the issued and outstanding shares in JFE Franchising, Inc. from JimKim Holdings, Inc. (the “Acquisition”). Subsequent to this acquisition, JFE Franchising, Inc. is a wholly owned subsidiary of SnowFox US Holdco, which is ultimately majority-owned by Mayfair Equity Partners. JFE Franchising, Inc. elected not to apply pushdown accounting in its separate financial statements.

The Company primarily generates revenues from the sales of new franchise agreements and ongoing royalty fees earned under JFE franchise agreements. The Company develops and operates a nationwide system of restaurants which prepare, package and sell a menu of competitively priced food items. On occasion, the Company will open up a location and operate it until a franchisee is approved by the related supermarket. However, the Company’s ownership is temporary and only for a few months. The Company-owned stores at November 27, 2022 and November 28, 2021, consist of the following:

	Number of Stores	
	November 27, 2022	November 28, 2021
Stores at beginning of year	1	2
Stores opened	123	5
Stores opened by the Company and transferred to Franchisees	(89)	(11)
Stores operated by Franchisees and transferred to the Company	7	5
Stores closed	-	-
Stores at end of year	42	1

During the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, the revenue generated from the Company-owned stores was \$137,847 and \$144,515 and \$714,939, which is included in other revenues in the accompanying statements of income, while the related costs were \$124,785 and \$169,259 and \$545,131, which are included in cost of goods sold in the accompanying statements of income, respectively. As of November 27, 2022, the Company has 1,805 franchise locations in operation, which are located in the United States.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
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Sushi

The Company typically grants a franchisee the right to open one or more express sushi restaurants inside of grocery stores. Under the franchise agreement, a franchisee is required to pay a nonrefundable franchise fee, which could range from \$1,000 to \$100,000 depending on the factors such as store location and demographic data, store quality and amenities, in-store location, and type of sushi bar structure. Thereafter, the franchisee pays royalties between 5% to 20% of its gross sales to the Company for use of the “SNOWFOX” name, menus, processes, and procedures. Franchise agreements generally have an initial term of three years and a franchisee will have the right to extend the term of the agreement for another three years.

Fruit

The Company typically grants a franchisee the right to open one or more express fruit fridges inside of grocery stores. Under the franchise agreement, a franchisee is required to pay a nonrefundable franchise fee, which could range from \$3,000 to \$50,000 depending on the factors such as store location and demographic data, store quality and amenities, in-store location, and type of structure. Thereafter, the franchisee pays royalties between 5% to 20% of its gross sales to the Company for use of the “SNOWFRUIT” name, menus, processes, and procedures. Franchise agreements generally have an initial term of two years and a franchisee will have the right to extend the term of the agreement for another two years.

The total number of open stores including franchise and direct stores at November 27, 2022 and November 28, 2021 consist of the following:

	Number of Stores			November 28, 2021
	November 27, 2022	November 27, 2022	November 27, 2022	
	<i>Fruit</i>	<i>Sushi</i>	<i>Total</i>	
Stores at beginning of year	-	1,163	1,163	879
Stores opened	431	221	652	288
Stores closed	-	(10)	(10)	(4)
Stores at end of year	431	1,374	1,805	1,163

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company’s financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition as of November 27, 2022 and November 28, 2021.

The Company uses a 52–53-week fiscal year in accordance with normal retail industry practice. The fiscal year ends on the last Sunday of November. Accordingly, the 2021 fiscal year ended on November 28, 2021, and the 2022 fiscal year ended on November 27, 2022. The fiscal years ended November 28, 2021 and November 27, 2022 included 52 weeks.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
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In 2020, we changed our fiscal year end from a calendar year basis to a fiscal year ending on the last Sunday of November. Our 2020 fiscal year consisted of the eleven-month transition period beginning January 1, 2020 through November 29, 2020.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Significant items subject to such estimates and assumptions include the allowances for doubtful accounts, the valuation of inventories, and the useful lives of property and equipment. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on deposit with banks and, at times, may exceed federally insured limits. The Company considers highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

Accounts Receivable

Accounts receivable at November 27, 2022 and November 28, 2021 primarily consist of the amounts due from franchisees for royalties. The amounts due are stated at their net estimated realizable value. The Company maintains an allowance for doubtful accounts to provide for the estimated amount of receivables that will not be collected. Allowance for doubtful accounts, if needed, is computed under the allowance method, based upon historical experience and management's estimates of uncollectible accounts. Ongoing credit evaluations of customers' financial conditions are performed, and collateral is generally not required. The Company believes accounts receivable as of November 27, 2022 and November 28, 2021 are fully collectible, and, therefore, no allowance for doubtful accounts has been provided.

Due from Affiliates

Amounts due from affiliates are any amounts funded to other subsidiaries of the parent entity (Note 5). The counterparties possess the intent and ability to repay these amounts to the Company.

The Company will remit excess cash flows from operations to its parent entity or to other affiliates to finance ongoing cash flow requirements (dividends, debt repayments, capital projects, etc.). When either the lack of intent or ability to repay exists between the Company's affiliates, the Company records these amounts as an equity receivable or payable, and any related cash flows are reflected within cash flows from financing activities.

Supplies Inventory

Supplies inventory is stated at the lower of cost or net realizable value, cost being determined using the first-in, first-out (FIFO) method. Appropriate consideration is given to obsolescence, slow moving items and other factors in evaluating net realizable value. The supplies inventory at November 27, 2022 and November 28, 2021 primarily consists of packaging materials such as labels and is held to be sold to the franchisees.

In 2018 the Company amended its agreement with a major supermarket chain which increased the percentage amount the supermarket withholds as a grocery fee from gross franchisee sales. In order to alleviate the reduction in franchisee earnings due to higher grocer withholdings, the Company elected to sell supplies inventory to these franchisees free of charge. Supplies inventory predominantly consists of blank product labels but can also include uniforms, sampling tables and sundry items.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
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The Company continued to sell inventory to these franchisees in the respective major supermarket chain free of charge during the period from January 1, 2020 to November 29, 2020. As a result, the net realizable value of inventory sold to these franchisees during the period from January 1, 2020 to November 29, 2020 was \$0. Subsequent to the period from January 1, 2020 to November 29, 2020, the Company ended the holiday on most supplies and informed the franchisees it would sell most supplies inventory to the aforementioned franchises at cost. In accordance with Accounting Standards Codification (ASC) Topic No. 330 Inventory, the Company recognized \$368,534 as a reduction of inventory as of November 29, 2020, and a loss in earnings during the period from January 1, 2020 to November 29, 2020, due to the assessment of certain supplies inventory as slow-moving and obsolete and the assessment of the sale of inventory to these franchisees during the period subsequent to year end until the effective date of the change in policy, during which time the net realizable value of the supplies inventory sold was lower than its cost.

The Company recognized \$488,956 as a reduction of inventory as of November 28, 2021, and a loss in earnings during the year ended November 28, 2021, due to the assessment of certain supplies inventory as slow-moving and obsolete.

The Company recognized \$480,319 as a reduction of inventory as of November 28, 2022, and a loss in earnings during the year ended November 28, 2022, due to the assessment of certain supplies inventory as slow-moving and obsolete.

Fair Value of Financial Instruments

Under ASC Topic No. 820, *Fair Value Measurements and Disclosures*, fair value is defined as the price at which an asset could be exchanged, or a liability transferred in a transaction between knowledgeable, willing parties in the principal or most advantageous market for the asset or liability. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or parameters are not available, valuation models are applied.

Assets and liabilities recorded at fair value in the financial statements are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Hierarchical levels directly related to the amount of subjectivity associated with the inputs to fair valuation of these assets and liabilities are as follows:

- Level 1 Observable inputs such as quoted prices in active markets for identical assets at the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 Observable inputs, other than quoted prices included in Level 1, that are either directly or indirectly observable for the asset or liability through correlation with market data at the reporting date and for the duration of the instrument's anticipated life.
- Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities and which reflect management's best estimate of what market participants would use in pricing the asset or liability at the reporting date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

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Notes to Financial Statements
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All the Company's financial instruments such as cash and cash equivalents, accounts receivable, due from affiliates, and accounts payable are of short-term duration. Their carrying value, therefore, approximates their fair value due to the short-term nature of these instruments.

Loan Receivable From Affiliates

Loan receivable agreements are without collateral, accrue interest according to the terms of the loan agreements, and are due on the specified maturity dates or sooner on demand. Refer to Note 5 for further detail.

Additionally, a loan receivable is considered to be impaired when, based upon current events, it is probable that the Company will be unable to collect all amounts due according to the existing contractual terms. If a loan receivable is considered to be impaired, the amount of loss is calculated by comparing the recorded investment to the value determined by discounting the expected future cash flows at its effective interest rate. No impairment charges were recorded for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020.

Property and Equipment

Property and equipment are stated at cost. Depreciation on property and equipment is computed over the estimated useful lives of the related assets, generally ranging from five to seven years, using the straight-line method. Leasehold improvements are amortized on the straight-line method over the shorter of the lease term or estimated useful life of the assets. Repairs and maintenance are expensed as incurred. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is recorded as a component of other income or expenses in the accompanying statement of income.

Impairment or Disposal of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. As of November 27, 2022 and November 28, 2021, the Company believes that no asset is impaired.

Payable to Franchisees

The Company collects revenue earned by the franchisee directly from the grocery store, net of the grocery fees, and holds it in cash. The Company records its royalties and remits the remaining revenues earned by the franchisee to each franchisee.

Deferred Revenue

Deferred revenue represents the initial franchise fees received, but the Company has not earned yet. The initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement, and will, therefore, be treated as a single performance obligation. As such, initial franchise fees received are recognized over the franchise term, which is generally three years.

JFE Franchising, Inc.
Notes to Financial Statements
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January 1, 2020 to November 29, 2020

Revenue

Revenue Recognition

Revenue is recognized in accordance with Accounting Standards Update (“ASU”) No. 2014-09, *Revenue from Contracts with Customers* (“ASC 606”) when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. The Company recognizes revenue from contracts with customers as its performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon a contractually agreed upon rate. The amount of revenue recognized may not equal customer cash payments because performance obligations may be satisfied ahead of or subsequent to cash receipt. The differences between revenue recognition and cash payments received are reflected in accounts receivable or deferred revenue, as appropriate. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized and includes deferred revenue as well as amounts that will be recognized as revenue in future periods. Contracted but not yet recognized revenue was \$4,662,821 and \$2,850,094 as of November 27, 2022 and November 28, 2021, of which the Company expected to recognize approximately 59% and 49% over the next 12 months, respectively.

The Company is party to a contract with a third party grocery store to provide certain products and services for which the Company has arranged for JK959 Global, Inc., a sister company, to fulfill certain performance obligations, and the Company is considered an agent therefore related revenue and expenses are recorded net.

Franchise fee revenue is earned by entering into a franchise agreement with a franchisee and providing services during the term of the franchise agreement. Franchise fee revenue is recognized over the term of franchise agreement, which is generally three years.

Revenue related to royalty fees and insurance fees is earned based on a percentage of franchisee sales recorded when earned. Royalty and insurance revenue is recognized over time as franchisee sales occur.

Other revenues are earned primarily by selling supplies and providing other services to franchisees. Other revenues are recognized when the control of the promised goods or services is transferred.

Contract Identification

We account for a contract when it is approved, both parties are committed, the rights of the parties are identified, payment terms are defined, the contract has commercial substance, and collection of consideration is probable.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer under ASC 606. In accordance with ASC 606, we do not assess whether promised goods or services are performance obligations if they are immaterial in the context of the contract with the customer.

Contract Value

Revenue is measured based on the amount of consideration specified in the contracts with our customers and excludes any amounts collected on behalf of third parties. The estimation of total revenue from a customer contract is not subject to elements of variable consideration.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

Timing of Recognition

We recognize revenue when we satisfy a performance obligation by transferring control of a product or service to a customer. Our performance obligations are satisfied over time as services are provided or at a point in time when control of products is transferred. Revenue from services provided to customers over time accounted for 93% and 95% and 94% of the Company's revenues for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, respectively.

Disaggregation of Revenues

As a nonpublic entity, the Company has elected not to apply the quantitative disaggregation of revenue. The Company's franchise fee, royalty, and a majority of other revenues are recognized over time, whereas product sales revenues are recognized at a point in time. The location of the Company's customers and the types of contracts entered into may affect the nature, amount, timing, and uncertainty of revenue and cash flows.

Operating Costs and Expenses

Operating costs and expenses for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020 primarily consist of franchising expenses, sales and marketing expenses, and general and administrative expenses, as follows:

- Franchising expenses represent the costs associated with the selling to and training of franchisees. These costs include salaries, wages and benefits for employees involved in the selling and training of franchisees including the use of professionals, such as consultants and legal firms.
- Sales and marketing expenses include advertising and promotion expenses, general marketing expenses, and related travel expenses.
- General and administrative expenses include corporate and administrative functions that support the Company's franchise operations, information systems, recruiting costs, professional fees, and insurance.

Income Taxes

The Company before the Acquisition was an "S" corporation under the provisions of the Internal Revenue Code ("IRC"). Under those provisions, the Company did not pay federal or state income taxes on its taxable income. Instead, the stockholders were liable for federal and state income taxes on the Company's taxable income.

After the Acquisition, the Company is a disregarded entity under the IRC. As a result, the Company must pay federal and certain state income and local franchise taxes on its taxable income. The Company is a member of a group which files a consolidated income tax return. Members of the group are allocated a portion of the group's income tax liability based on relative taxable income.

In accordance with the Company's accounting policy, the changes in penalties and interest related to income taxes are recognized within other expenses on the statement of income and within other current liabilities on the balance sheet.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases (Topic 842)* (ASC 842): ASC 842 requires recognition of lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. For nonpublic entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2021. ASC 842 will require lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases of terms more than 12 months. ASC 842 will require both capital and operating leases to be recognized on the balance sheet. Qualitative and quantitative disclosures will also be required to help investors and other financial statement users better understand the amount, timing and uncertainty of cash flows arising from leases. In transition, lessees and lessors are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. ASC 842 will affect how operating leases are recognized by the Company compared to the current accounting policies. The Company is currently evaluating the impact that the adoption of ASC 842 will have on the Company's financial statements.

3. Credit Risk

The standard deposit insurance limit of the Federal Deposit Insurance Corporation (FDIC) is \$250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with a high-quality financial institution, which, at times, may exceed federally insured coverage. At November 27, 2022 and November 28, 2021, the Company has \$8,528,657 and \$11,699,553 of cash and cash equivalents in excess of the FDIC insured limits, respectively.

4. Concentration Risk

The Company has a significant concentration of franchises with one grocery store conglomerate, which constitute 75% and 73% and 72% of gross sales for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, respectively. The potential for severe impact can result, for example, from total or partial loss of the business relationship, or from renegotiations with this grocery store conglomerate that result in significant margin erosion that could subsequently threaten the Company's business model.

5. Related Party Transactions and Balances

The Company has transactions with its affiliates in the normal course of business. Related party balances that relate to normal trading relationships have a right of offset. The Company also has lease agreements with the chairman of the Company for the Company's corporate offices and warehouse facility. During the year ended November 27, 2022, the Company recognized share based payment compensation expense of \$478,190 related to shares issued to employees in respect of the parent company.

JFE Franchising, Inc.
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Transactions and balances with its affiliates and the Company's chairman as of and for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, are as follows:

	November 27, 2022	November 28, 2021	November 29, 2020
Due from affiliates	\$ 1,879,578	\$ 4,048,783	\$ 3,658,615
Loan receivable from affiliates	38,292,343	30,520,797	4,039,167
Rent paid to stockholder	267,000	282,566	253,720
Share based payment compensation	478,190	-	-
Due to affiliates	259,621	2,545,406	463,055

Loans Receivable From Affiliates

During the year ended November 27, 2022, the Company provided loans totaling \$35,359,996 to affiliate YO! Sushi USA, Inc. During the year, \$28,000,000 of the loans provided were converted into a formal dividend to the parent company. The remaining loans are assessed at period end for their recoverability.

During the year ended November 28, 2021, the Company provided loans totaling \$26,248,936 to affiliates SnowFox US Holdco and YO! Sushi, USA, Inc: \$2,000,000 to SnowFox US Holdco in December 2020; and \$3,000,000 in February 2021, \$1,400,000 in March 2021, \$1,312,732 in June 2021, \$10,000,000 in August 2021, \$3,935,055 in September 2021, \$2,000,000 in October 2021, and \$2,583,149 in November 2021 to YO! Sushi, USA, Inc.

During the period from January 1, 2020 to November 29, 2020, the Company provided loans totaling \$4,000,000 to SnowFox US Holdco: \$2,000,000 in August 2020, and \$2,000,000 in September 2020.

The loans mature between the three and five-year anniversary of the date of each loan. Under the agreements, the 2020 loans bear interest on the unpaid principal balances at a fixed rate of 3.75% per annum, while the 2021 and 2022 loans bear interest on the unpaid principal balances at a fixed rate per annum based on the short-term Applicable Federal Rate ("AFR") as set out by the US Treasury Regulations in the month of issuance. Interest accrues daily on the unpaid principal balance, computed on the basis of a 360- day year of twelve 30-day months. The principal, together with any accrued but unpaid interest, is due and receivable on demand, but in any event no later than the maturity date of each loan.

During the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, the Company recognized interest income of \$411,550 and \$232,694 and \$39,167 on the loan receivable from affiliates, respectively. Accrued and unpaid interest on the loans totaled \$644,244 and \$232,694 as of November 27, 2022 and November 28, 2021, respectively.

JFE Franchising, Inc.
Notes to Financial Statements
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6. Property and Equipment

Property and equipment as of November 27, 2022 and November 28, 2021 consisted of the following:

	November 27, 2022	November 28, 2021
Automobiles	\$ 1,067,495	\$ 827,322
Furniture and fixtures	70,733	70,734
Office equipment	1,958,482	1,745,270
Leasehold improvements	1,380,428	1,364,775
	<u>4,477,138</u>	<u>4,008,101</u>
Less: Accumulated depreciation and amortization	<u>(2,621,911)</u>	<u>(2,135,226)</u>
Net property and equipment	<u>\$ 1,855,227</u>	<u>\$ 1,872,875</u>

The useful economic lives of the Company's assets are as follows:

- Automobiles – 5 years
- Furniture and fixtures – 7 years
- Office equipment – 5 years
- Leasehold improvements – 5 years

During the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, depreciation and amortization expense was \$552,225 and \$513,815 and \$446,981, respectively.

7. Income Taxes

The Company and its related affiliates file a consolidated federal income tax return and state returns as required.

Federal and state income taxes have been provided by the Company on the basis of its separate Company income and deductions in accordance with established practices of the consolidated group.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. Accordingly, only those tax benefits that have a greater than 50% likelihood of being sustained upon examination by the taxing authorities are recognized. As applied to the Company, any tax uncertainties would principally relate to state income taxes, or uncertainties in its U.S. Federal income tax return that is used to determine state income tax liability. Management has reviewed the Company's tax positions and determined there were no significant outstanding or retroactive tax positions. The tax years which principally remain subject to examination by major tax jurisdictions as of November 27, 2022, are 2019 through 2021.

JFE Franchising, Inc.
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Income Tax Expense

A breakout of the Company's provision for income taxes between federal and state current and deferred taxes is as follows for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020:

	November 27, 2022	November 28, 2021	November 29, 2020
Current income tax			
Federal	\$ 8,197,345	\$ 5,865,446	\$ 3,737,015
State	1,655,696	1,346,867	450,108
Total current income tax	<u>9,853,041</u>	<u>7,212,313</u>	<u>4,187,123</u>
Deferred income tax, net			
Federal	(327,359)	65,735	65,049
State	<u>(50,297)</u>	<u>-</u>	<u>-</u>
Total deferred income tax	<u>(377,656)</u>	<u>65,735</u>	<u>65,049</u>
Total income tax expense	<u>\$ 9,475,385</u>	<u>\$ 7,278,048</u>	<u>\$ 4,252,172</u>

A reconciliation of the provision for income taxes at the statutory federal tax rates to the Company's actual provision for income taxes is as follows for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020:

	November 27, 2022	November 28, 2021	November 29, 2020
Computed at federal statutory rates	\$ 8,191,512	\$ 6,138,984	\$ 3,863,305
Permanent difference	65,695	82,363	12,052
State taxes	1,257,702	1,067,331	360,385
Other current adjustment	<u>(39,524)</u>	<u>(10,630)</u>	<u>16,430</u>
Total provision for income taxes	<u>\$ 9,475,385</u>	<u>\$ 7,278,048</u>	<u>\$ 4,252,172</u>

The Company's deferred tax asset / (liability) in the amount of \$168,831 and \$(208,825) related to the difference between book and tax depreciation, inventory provision, and deferred revenue as of November 27, 2022 and November 28, 2021, respectively.

The amount of tax-related balances due to affiliates as of November 27, 2022 and November 28, 2021 is \$1,964,413 and \$1,964,413, respectively, as included in due to affiliates, net in the accompanying balance sheets.

For the years ended November 27, 2022 and November 28, 2021, interest and penalties related to income taxes were charged to expense, offset by reversals of previously accrued interest and penalties on income taxes, resulting in a net benefit / (cost) of (\$283,729) and \$12,116, respectively. For the period from January 1, 2020 to November 29, 2020, \$190,624 of interest and penalties related to income taxes was charged to expense.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

8. Commitments and Contingencies

Guarantees

As a result of the June 28, 2019 transaction discussed in Note 1, the Company, along with 20 other affiliate companies, became a co-guarantor of its parent company SnowFox Midco 1 Limited's debt, totaling \$138.1 million as of November 27, 2022. SnowFox Midco 1 Limited's debt does not come due until November 30, 2024 and no covenant breaches are projected through at least one year from financial statement issuance. If Snowfox Midco 1 Limited were not able to make its debt service payments as they come due over the debt term, the Company could become jointly responsible with 20 other affiliate companies for repayment of the debt. This could result in a material adverse impact on the financial position or results of operations of the Company. The maximum potential amount of future payments that the Company could be jointly required (with 20 other affiliate companies) to make under the guarantee is \$138.1 million. No liability has been reported in the Company's financial statements in accordance with ASC 460 since the guarantee represents a subsidiary's guarantee of the debt owed to a third party by its parent.

The Company has also guaranteed the rental commitment for JK959 Global, Inc., a sister company. This rental commitment is a total of \$1,296,000 and expires in March 2026.

Operating Leases

The Company leases certain property and equipment in the ordinary course of business. The leases are classified as either capital leases or operating leases. Lease payments under operating leases are recognized as an expense in the Statement of Income on a straight-line basis over the lease term. The Company leases its offices under noncancelable operating leases, expiring at various times during the course of the next 9 years. Future minimum lease payments under the noncancelable operating leases as of November 27, 2022, are summarized as follows:

Year Ending	
2023	\$ 503,515
2024	432,769
2025	359,116
2026	317,883
2027	298,758
Thereafter	<u>1,263,165</u>
	<u>\$ 3,175,206</u>

Rent expense under these noncancelable operating leases was \$474,273 and \$523,233 and \$398,200 for the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020, respectively.

Litigation and Claims

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. It is the opinion of management that the liability, if any, arising from the ultimate disposition of such legal proceedings will not have a material impact on the Company's financial position or results of operations. Any current pending litigations are currently covered by the Company's insurance carrier and settled directly by the insurance carrier. As a result, no provision or asset is recognised within these financial statements.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

9. Employee Benefit Plans

On December 24, 2015, the Company adopted the JFE Franchising, Inc. Pension Plan (the "Pension Plan") and JFE Franchising, Inc. Retirement Plan (the "Retirement Plan") to provide retirement benefits for its employees who are at least 21 years of age and are employed for at least one year with the Company. Under the Retirement Plan, the Company makes contributions to the plan at the minimum of 3% of each eligible employee's annual compensation. The Pension Plan and Retirement Plan were combined under a floor-offset plan arrangement for tax advantage purposes. In 2018, two participants associated with the Pension Plan who were previously employed by JFE Franchising, Inc. were transferred to employment with an affiliated entity, and the Pension Plan became effectively a multi-employer plan. Accordingly, in accordance with an agreement with the affiliated entity, the affiliated entity makes annual contributions to the Pension Plan for benefit amounts associated with participants under or retired from its employ as of the end of the plan year. Similarly, the Company would make annual contributions to the Pension Plan for any benefit amounts associated with participants under or retired from its employ as of the end of the plan year. As the Company's participants in the Pension Plan have not accrued any pension benefits, there is no liability related to the Pension Plan for the Company as of November 27, 2022 and November 28, 2021. The Company recognized a current liability of \$706,220 and \$917,378 associated with the Retirement Plan contribution as of November 27, 2022 and November 28, 2021, respectively.

10. Equity

The Company paid cash dividends throughout the years ended November 27, 2022 and November 28, 2021 and the period from January 1, 2020 to November 29, 2020 of \$28,000,000 and \$3,650,000 and \$14,230,000, respectively.

11. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements.

The Company has identified a number of subsequent events which require disclosure within this set of financial statements.

Intercompany loans and proposed transaction with Bento, Inc.

Subsequent to the balance sheet date, the Company provided loans totaling \$41,000,000 to affiliate YO! Sushi USA, Inc and \$3,000,000 to Bento Nouveau Inc.

The Company entered into an agreement to purchase Bento, Inc. from Sushi UK Holdco Limited on November 26, 2022 to be completed during the fiscal year ending 26 November 2023. The amount in relation to this transaction is to be determined during a final valuation process and the amounts agreed will be net settled in cash, which will be used by the parent company to reduce the intercompany receivable balance accordingly.

JFE Franchising, Inc.
Notes to Financial Statements
Years Ended November 27, 2022, and November 28, 2021 and Period From
January 1, 2020 to November 29, 2020

Snowfox Retail Services, Inc.

A new affiliate legal entity, Snowfox Retail Services, Inc., was established in January 2023. Snowfox Retail Services, Inc. is wholly owned by Snowfox US Holdco Limited, which is the immediate parent company of JFE Franchising, Inc.

As part of the capital structure of this entity, JFE Franchising, Inc. issued a distribution of \$500,000 in May 2023 to Snowfox US Holdco, which then distributed this amount to Snowfox Retail Services, Inc. in the form of a capital contribution.

Agreement of a transaction by the parent company

The shareholders of Snowfox Topco Limited, the ultimate parent company, announced on June 13, 2023, that they had reached an agreement to sell the group to Zensho Holdings Co. Ltd, a company registered in Japan. This agreement is subject to a number of customary closing conditions.

The Company has evaluated subsequent events through September 15, 2023, which is the date the financial statements were available to be issued. There were no other subsequent events requiring disclosure.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

JFE Franchising Inc
Balance Sheet
As of January 31, 2025

	Jan 31, 25
ASSETS	
Current Assets	
Checking/Savings	
11000 · CASH	50,435,591.85
11010 · Restricted Cash	5,000,000.00
Total Checking/Savings	55,435,591.85
Accounts Receivable	
13000 · Account Receivable	11,984,140.18
Total Accounts Receivable	11,984,140.18
Other Current Assets	
14000 · Other Current Assets	14,783,785.51
Total Other Current Assets	14,783,785.51
Total Current Assets	82,203,517.54
Fixed Assets	
15000 · Fixed Assets	2,058,900.44
Total Fixed Assets	2,058,900.44
Other Assets	
16000 · Other Asset	142,015,288.21
16007 · ROU (Leases)	2,122,310.00
Total Other Assets	144,137,598.21
TOTAL ASSETS	228,400,016.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 · Account Payable	2,286,117.53
Total Accounts Payable	2,286,117.53
Credit Cards	
21100 · Credit card	698,321.39
Total Credit Cards	698,321.39
Other Current Liabilities	
22000 · Other Current Liabilities	66,335,449.22
22905 · Current Portion Lease Liability	357,417.00
22970 · Deferred Rent	25,801.04
Total Other Current Liabilities	66,718,667.26
Total Current Liabilities	69,703,106.18
Long Term Liabilities	
22975 · Long Term Lease Liability	1,819,039.00
Total Long Term Liabilities	1,819,039.00
Total Liabilities	71,522,145.18

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Accrual Basis

JFE Franchising Inc
Balance Sheet
As of January 31, 2025

	<u>Jan 31, 25</u>
Equity	
31000 · Common Stock	300,000.00
32000 · Dividend	-105,085,811.40
33000 · Retained Earnings	255,177,740.45
34000 · Capital Contribution Reserve	562,293.85
Net Income	<u>5,923,648.11</u>
Total Equity	<u>156,877,871.01</u>
TOTAL LIABILITIES & EQUITY	<u><u>228,400,016.19</u></u>

JFE Franchising Inc
Profit & Loss
 April 2024 through January 2025

	Apr '24 - Jan 25
Ordinary Income/Expense	
Income	
41000 · Revenue	118,751,021.19
Total Income	118,751,021.19
Cost of Goods Sold	
51000 · Cost of Goods Sold	7,931,991.71
Total COGS	7,931,991.71
Gross Profit	110,819,029.48
Expense	
61200 · Bank Service Charges	-550.00
61300 · Depreciation Expense	551,749.40
61301 · Amorization Expense	75,964.89
61400 · Donation	38,000.00
61500 · Education & Training	76,947.91
61600 · Employees Benefit	3,437,277.43
61700 · Insurance	1,023,695.74
61900 · License & Permit	26,004.32
62000 · Marketing Expenses	1,953,226.81
62100 · Meals and Entertainment	638,018.91
62200 · Office Expenses	1,228,746.88
62300 · Other Services	959,049.18
62400 · Payroll Expenses	18,006,998.04
62500 · Professional Fee	1,157,023.63
62600 · Rent or Lease	740,667.18
62700 · Repair & Maintenance	151,608.90
62800 · Supplies	217,404.32
62900 · Suspense Account	660,414.80
63000 · Tax expenses	443,188.04
63100 · Travel & Meal	3,618,859.22
63200 · Utilities	268,281.48
63300 · Freight & Delivery	706,556.97
Total Expense	35,979,134.05
Net Ordinary Income	74,839,895.43
Other Income/Expense	
Other Income	
71100 · Interest Earned	3,445,420.32
71400 · Gains on Disposition of Propert	930.00
71500 · Other Ordinary Income	1,759.72
71600 · Violation income	532,898.37
72700 · Gain or loss on FX valuation	153,610.27
Total Other Income	4,134,618.68

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Accrual Basis

JFE Franchising Inc
Profit & Loss
April 2024 through January 2025

	<u>Apr '24 - Jan 25</u>
Other Expense	
71700 · Other Expense	27,005.85
71800 · Loss on Disposition of Property	4,302.94
72300 · Tax Penalties & Interests	183,539.18
72400 · Exceptional Cost	285,547.45
72502 · Pre-opening costs - Fruit	1,658,215.95
72600 · Income Tax	13,000,345.08
72800 · Group Management Charge	845,711.07
73100 · Loss on FX Transaction	18.58
	<hr/>
Total Other Expense	16,004,686.10
	<hr/>
Net Other Income	-11,870,067.42
	<hr/>
Net Income	62,969,828.01
	<hr/> <hr/>

EXHIBIT J
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
DISCLOSURE ACKNOWLEDGEMENT STATEMENT

JFE FRANCHISING, INC.
DISCLOSURE ACKNOWLEDGEMENT STATEMENT

Franchisee Name: _____

Franchisee

Address: _____

JFE Franchising, Inc (“Franchisor”) and you are preparing to enter into a franchise agreement for the operation of a franchised Snowfruit Unit. Franchisor requires that you complete and sign this Disclosure Acknowledgement Statement. If you are purchasing an existing franchised business from another franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. These statements do not apply to any communication you may have had with the transferring franchisee.

You make the following representations to us. If any statement is not correct, or if you are aware of exceptions to them, note them in #7 below.

1. I received a copy of the Franchisor’s FDD (and all exhibits and attachments) with at least 14 calendar days between the date of receipt and the date of signing.
2. I signed a receipt for the FDD indicating the date I received it.
3. I received a copy of the final form of the franchise agreement with at least 7 calendar days between the date of receipt and the date of signing the franchise agreement.
4. I have not signed any binding agreement with JFE concerning the purchase of this franchise prior to today.
5. I have not paid JFE any money concerning the purchase of this franchise prior to today.
7. JFE is a wholly owned subsidiary of Snowfox US Holdco, Inc. (“Holdco Inc.”), a Delaware corporation. Holdco Inc. is a publicly traded company. As a result of being a public company, there is a substantial amount of financial and other information available to the public about Holdco Inc., including information provided to potential investors in Holdco Inc.
11. **THE FOLLOWING CORRECTIONS AND/OR EXCEPTIONS TO THE ABOVE STATEMENTS ARE AS FOLLOWS (IF NO CORRECTIONS OR EXCEPTIONS, WRITE "NONE" AND INITIAL):**

Description or Write "None"

Initial

(Attach additional sheets if necessary)

Dated: _____

Franchisee:
Corporation (or other entity)

Individual

By:
Its:

Signature
Print Name: _____

EXHIBIT L
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDA

The laws of several states require that we provide this Franchise Disclosure Document to you at the following earlier dates:

Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

For franchises that we sell for locations In CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, VIRGINIA, WASHINGTON and WISCONSIN, applicable state law requires us to disclose additional information. Please refer to the separate state addenda pages in this Exhibit for the additional disclosures that may apply to you (the Michigan pages are in front of this disclosure document).

Each provision of these Addenda to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the respective state's laws are met independently, without reference to these Addenda to the Disclosure Document.

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

HAWAII
ADDENDUM TO DISCLOSURE DOCUMENT

The JFE Franchising, Inc. Disclosure Document for use in the State of Hawaii is modified in accordance with the following:

1. For Hawaii franchisees, the conditions under which the franchise can be terminated and rights upon nonrenewal may be affected by Hawaii Revised Statutes, Section 482E-6.

ILLINOIS
ADDENDUM TO DISCLOSURE DOCUMENT

The Franchise Disclosure Document (“FDD”) for JFE FRANCHISING, INC. for use in the State of Illinois is modified in accordance with the following:

The following are added to the Franchise Disclosure Document:

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

ILLINOIS

**ADDENDUM TO FRANCHISE
AGREEMENT
FOR ILLINOIS FRANCHISES**

The undersigned hereby acknowledge and agree that:

1. Paragraph 16.21 (waiver of punitive damages) is hereby modified by adding the following to the end thereof:

However, the waiver in this paragraph 16.21 relating to punitive damages shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

2. Section 16.4 of the Franchise Agreement is hereby modified by adding the following paragraph:

"Nothing contained in Section 16.4 of the Franchise Agreement shall constitute a waiver under the Illinois Franchise Disclosure Act."

3. The following provisions are added to the Franchise Agreement and replace any provisions that are in conflict with the following:

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:
Title:

Name:
Title:

INDIANA

**ADDENDUM TO FRANCHISE
AGREEMENT
FOR INDIANA FRANCHISES**

The Indiana Securities Division requires the following specific disclosures to be made to prospective Indiana franchisees:

1. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, please note that you do not have to sign any general release to renew or assign your franchise.

2. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, any arbitration or litigation arising under the Franchise Agreement shall take place in Indiana or other place mutually agreed by you and the franchisor. Under Indiana law, no litigation brought for breach of the Franchise Agreement may be limited in any manner whatsoever.

3. If there are any differences between Texas law and Indiana law regarding the franchise relationship, termination or renewal, franchise registration or franchise disclosure, the law of Indiana shall apply.

4. The rights of parties to punitive or exemplary damages in court proceedings in Indiana are not waived.

5. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, no action may be brought for a violation of the Indiana Deceptive Franchise Practices Act (Indiana Code 23-2-2.7) more than 2 years after the violation and no action may be brought to enforce any liability created under the Indiana Franchise Law (Indiana Code 23-2-2.5) more than 3 years after discovery by the plaintiff of the facts constituting the violation.

6. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, Franchisor may not require a franchisee to covenant not to compete with Franchisor in an area greater than the exclusive area granted by the Franchise Agreement, or in the absence of such provision, an area of reasonable size, upon termination or failure to renew the franchise.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

MARYLAND

ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MARYLAND

ADDENDUM TO FRANCHISE AGREEMENT FOR MARYLAND FRANCHISEES

The undersigned hereby acknowledge and agree that:

1. Section 4.2 of the Franchise Agreement on Right to Obtain Successor Franchise Agreements and Section 11.2 of the Franchise Agreement on Transfer by the Franchisee are amended by the addition of the following language to the original language that appears therein:

"Any provision requiring Franchisee to execute a general release of any and all claims against Franchisor as a condition of renewal, sale, and/or assignment/transfer shall not apply under Maryland Franchise Registration and Disclosure Law."

2. Section 12 of the Franchise Agreement on Termination is amended by the addition of the following language to the original language that appears therein:

"Termination upon bankruptcy of the Franchisor may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Section 16.12 of the Franchise Agreement on Choice of Forum shall be amended by the addition of the following language to the original language that appears therein:

"Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Section 2.2 of the Franchise Agreement on Acknowledgements shall be amended by the addition of the following language to the original language that appears therein:

"The representations of this section are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

5. The Franchise Agreement is amended by the addition of the following:

"Any limitation of claims provisions shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

6. Exhibit D of the Franchise Agreement is revised with the addition of the following:

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

NEW YORK

**ADDENDUM TO FRANCHISE AGREEMENT
AND DISCLOSURE DOCUMENT
FOR USE IN NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A-1 OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or

securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

Signature Page Follows

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

NORTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT

1. North Dakota residents and non-residents who own a franchise located in the State of North Dakota will enter into the North Dakota Addendum to Franchise Agreement in the form which is included as part of this Exhibit amending the franchise agreement that you sign with us to conform the franchise agreement to the requirements of North Dakota law.

2. Item 17(c) of the Franchise Disclosure Document is revised in North Dakota to delete the provision requiring you to sign a general release.

3. The following is added to Item 17(m) of the Franchise Disclosure Document in North Dakota, following the phrase “all documents required by us”:

“except for matters coming under the North Dakota Franchise Investment Law (“North Dakota law”).”

4. The following is added to Item 17(r) of the Franchise Disclosure Document in North Dakota:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

5. Item 17(v) of the Franchise Disclosure Document is revised in North Dakota to read: “Except for matters coming under the North Dakota law, the site of arbitration or litigation must be in Harris County, Texas.”

6. Item 17(w) of the Franchise Disclosure Document is revised in North Dakota to read as follows:

“Except for matters coming under the North Dakota law, Texas law applies (subject to state law).”

7. Item 17 shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

“Any provision requiring Franchisee to consent to liquidated damages or termination penalties is not enforceable. Under North Dakota law, liquidated damages provisions are void.

Any provision requiring Franchisee to waive the right to a jury trial or the right to collect exemplary or punitive damages is not enforceable under North Dakota law.

Any provision requiring Franchisee to pay all costs and expenses incurred by Franchisor in enforcing a Franchise Agreement is not enforceable under North Dakota law.

However, the prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorney's fees allowed by the mediator or court.

Any provision requiring Franchisee to consent to a limitations of claims is not enforceable. The statute of limitations under North Dakota law shall apply to claims arising under the Franchise Agreement.”

NORTH DAKOTA

ADDENDUM TO FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA

The undersigned agree to amend the Franchise Contracts as follows:

1. The agreements covered by this Addendum include all of the contracts, attached as exhibits to the Franchise Disclosure Document that JFE Franchising, Inc. ("Franchisor") has delivered to Franchisee, including the Franchise Agreement and all addenda and exhibits, training agreements, and purchase agreements (collectively the "Franchise Agreements"). Franchisee is a resident of the State of North Dakota or a non-resident who is acquiring franchise rights to operate a Snowfruit fresh-cut fruit and vegetable unit in the State of North Dakota,

2. The North Dakota Franchise Investment Law (the "Law") identifies certain franchisor practices to violate the North Dakota law as being unfair, unjust, or inequitable to franchisees in order to conform the Franchise Agreement with the requirements of the North Dakota law, the parties agree as follows:

a. To the extent that the covenants in the Franchise Agreements restrict competition in a manner contrary to the North Dakota Century Code Section 9-08-06, they may not be enforceable. A covenant not to compete may only apply during the term of a Franchise Agreement and may not apply after the Franchise Agreement ends for any reason. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under North Dakota law.

b. Any provision requiring Franchisee to agree to the mediation or arbitration of disputes at a location that is remote from the site of Franchisee's business is not enforceable. All matters being arbitrated under North Dakota law may be brought in a location agreeable to all parties.

c. Any provision requiring Franchisee to consent to the jurisdiction of courts outside of North Dakota is not enforceable. All matters coming under North Dakota law may be brought in the courts of North Dakota

d. Any provision requiring Franchisee to consent to liquidated damages or termination penalties is not enforceable.

e. Each of the Franchise Agreements shall be governed by, and construed in accordance with, the laws of the State of North Dakota to the extent required by North Dakota law.

f. Any provision requiring Franchisee to waive the right to a jury trial or the right to collect exemplary or punitive damages is not enforceable.

g. Any provision requiring Franchisee to pay all costs and expenses incurred by Franchisor in enforcing a Franchise Agreement is not enforceable. However, the prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorney's fees allowed by the mediator or court.

h. Any provision requiring Franchisee to consent to a limitations of claims is not enforceable. The parties agree that the statute of limitations under North Dakota law shall apply to claims arising under the Franchise Agreements.

i. Any provision requiring Franchisee to provide Franchisor with a general release shall not apply to Franchisee.

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota law are met independently without reference to this Addendum. This Addendum shall have no effect if the jurisdictional requirements of North Dakota law are not met.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT

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

“Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that ‘A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.’”

RHODE ISLAND

ADDENDUM TO FRANCHISE AGREEMENT FOR RHODE ISLAND FRANCHISEES

The undersigned hereby acknowledge and agree that:

1. Section 16.12 of the Franchise Agreement on Governing Law/Consent to Jurisdiction is amended by the addition of the following language to the original language that appears therein:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that ‘A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.’”

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code Ann. § 13.1-564, the Franchise Disclosure Document for JFE Franchising, Inc. for use in the State of Virginia shall be amended as follows:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
2. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.
3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

VIRGINIA
ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

The undersigned hereby acknowledge and agree that:

1. All references in the Franchise Agreement which provide that the Franchise Agreement may be terminated for any reason are in violation of Section 13.1-564 of the Virginia Retail Franchising Act and are unenforceable.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Addendum.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:
Title:

Name:
Title:

WISCONSIN

**ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN WISCONSIN**

The undersigned hereby acknowledge and agree that:

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.

Date: _____

FRANCHISEE:

JFE FRANCHISING, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

**EXHIBIT L
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT**

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
Hawaii	December 18, 2024
Illinois	Exempt
Indiana	November 1, 2024
Michigan	October 30, 2024
New York	Exempt
North Dakota	Pending
Rhode Island	January 9, 2025
South Dakota	November 18, 2024
Virginia	December 20, 2024
Wisconsin	October 29, 2024

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.

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 JFE Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If JFE Franchising, Inc. 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 the state agency listed on Exhibit "A".

The franchisor is JFE Franchising, Inc., located at 2021 Bingle Road, Houston, Texas 77055. Its telephone number is (713) 463-7777.

Issuance date: October 28, 2024, as amended February 6, 2025. See Exhibit L for effective dates in registration states.

The names, principal business addresses, and phone numbers of the franchise sellers offering the franchise are:

Name	Address	Phone Number
Aung Zaw	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Za Tin Par	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
KaLa Noo Javillonar	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Hkawng (Henry) Ze	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Hnin Yu	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777

And check and fill in if applicable: _____

We authorize Emma Deabill at JFE Franchising, Inc., 2021 Bingle Road, Houston, Texas 77055 to receive service of process for us, or if you are located in a franchise registration state outside of Texas, the agents listed in Exhibit "A" are authorized to receive service of process on behalf of franchisor.

I received a disclosure document dated October 28, 2024, as amended February 6, 2025 that included the following Exhibits:

- | | |
|--|--|
| A State Franchise Administrators – Agents for Service of Process | F List of Franchised Outlets |
| B. Franchise Agreement and Exhibits (including General Release) | G List of Terminated Franchises |
| C Initial Training Agreement | H List of Transferred Franchises |
| D Purchase Agreement and Exhibits | I Financial Statements |
| E Table of Contents of Manuals | J Disclosure Acknowledgement Statement |
| | K State Specific Addenda |
| | L State Effective Dates |

Date: _____

Signature of Prospective Franchisee

Print Name

KEEP THIS COPY FOR YOUR RECORDS.

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.

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- H List of Transferred Franchises
- I Financial Statements
- J Disclosure Acknowledgement Statement
- K State Specific Addenda
- L State Effective Dates

Date: _____

Signature of Prospective Franchisee

Print Name _____

Please date and sign this Receipt and return to:

JFE Franchising, Inc., 2021 Bingle Road, Houston, TX 77055-1435
Or email to fdd@snowfruit.com