

FRANCHISE DISCLOSURE DOCUMENT



Ganso Aburado USA Franchise LLC
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[https:// en.gift-group.co.jp/brand/gansoaburadou](https://en.gift-group.co.jp/brand/gansoaburadou)

You will operate a dine-in and/or take-out restaurant featuring the best umami mixed ramen commonly known as Abura-soba or soupless ramen, made with our specially crafted noodles, seasonings, sauces, and specialty made beverages, soft drinks, and related items under the name GANSO ABURADO.

The total investment necessary to begin operation of a Ganso Aburado franchise ranges from \$471,450 to \$1,015,850. This includes \$33,000 to \$39,000 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of three Ganso Aburado franchises is \$501,450 to \$1,045,850. This includes \$63,000 to \$69,000 that must be paid to the franchisor or affiliate. The minimum number of units to be developed under the multi-unit development agreement is three.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jun Hirano, 838 Walker Road, Suite 21-2, Dover Kent, DE 19904, ml-kaigaikaihatsu@gift-group.co.jp, +81-3-5990-4650.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as, "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: February 3, 2025

How To Use This Franchise Disclosure Document

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 Exhibit D.
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 A 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 Ganso Aburado 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 Ganso Aburado franchisee?	Item 20 or Exhibit D lists 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 F.

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. If applicable, 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 requires you to resolve disputes with the franchisor by mediation or litigation only in Texas. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate or litigate with franchisor in Texas than in your home state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the term “we” means Ganso Aburado USA Franchise LLC, the franchisor. “You” means the person buying the franchise, the franchisee. The franchisee may be an individual or a business entity, such as a corporation, a limited liability company, a general partnership, or a limited partnership.

In this disclosure document, the term “you” includes the franchisee and individuals who are personally responsible for the franchisee’s obligations, such as the owner of a sole proprietorship and the general partners of a partnership franchisee. These individuals are personally bound to the franchise agreement by virtue of their position with the franchisee.

If the franchisee will operate through a corporation, limited liability company, or limited partnership, the term “you” does not include the franchisee’s owners or partners. The term “Owners” refers to anyone with a direct or indirect beneficial ownership in the franchisee entity, but who is not personally responsible for the franchisee’s obligations. “Owners” include shareholders of a corporation, members of a limited liability company, and limited partners of a limited partnership. As described in Item 15, if the franchisee is a corporation, limited liability company, or limited partnership, the franchisee’s “Owners” must sign a personal guaranty and agree to be personally bound to the franchise agreement.

The Franchisor and its Parent, Predecessors, and Affiliates

We are a Delaware limited liability company formed on March 14, 2024. We do business only under our corporate name. We maintain our principal business address at 838 Walker Road, Suite 21-2, Dover Kent, DE 19904. We have no parent or predecessor other than as disclosed in the following paragraph. Our agents for service of process are identified in Exhibit G to this disclosure document. We have been offering franchises of the type described in this disclosure document since February 2025, and have never offered franchises in any other line of business.

Our parent company, Gift Holdings, Inc (“GHI”), was originally formed under the name Machida Shoten Co., Ltd in December 2009 in Tokyo, Japan; beginning in March 2022 that name was converted to Gift Holdings, Inc., also incorporated in Tokyo, Japan. GHI periodically grants us a license to use certain proprietary recipes, products and programs for the products and services that you will offer. We call these the Licensed Programs and Products. Our license, generally, is nonexclusive, meaning that GHI may grant our franchising affiliates and third parties the right to use any of the Licensed Programs and Products.. GHI currently has franchised operations under the Machida Shoten brand in Canada, Cambodia, Hong Kong, Japan, Republic of Korea, Thailand, Mongolia, the Philippines, and Vietnam. GHI also has franchised operations under the Ganso Aburado brand in South Korea.

Our affiliate E.A.K. Ramen (“E.A.K”) was formed in May 2016 in Tokyo, Japan. E.A.K maintains its principal business address at 469 69th Ave, New York, New York 10011.

Other than what is disclosed in this section, we have not offered franchises in any line of business.

The Franchise Offered

We franchise the right to operate a Ganso Aburado restaurant (“Restaurant”) using our proprietary business format and system (“System”) and intellectual property. Our dine-in and take-out Restaurants feature the best umami mixed ramen commonly known as Abura-soba or soupless ramen, made with our specially crafted noodles, seasonings, and sauces. We also offer specialty-made non- alcoholic beverages, soft drinks, and related items. Restaurants typically occupy 1,200 to 2,500 commercial square feet of space and operate in freestanding locations.

You will operate the Restaurant using the System, which includes our distinctive interior and exterior design, decor, color scheme, graphics, fixtures and furnishings, proprietary recipes, procedures for

preparing, packaging, and serving menu items, operations and customer service standards and procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques, and procedures that we designate, all of which we may change, improve, and further develop.

Our Restaurants are identified by the GANSO ABURADO service mark and other proprietary trademarks, service marks, our trade dress, and other indicia of origin that we designate to identify businesses operating according to the System (“Marks”).

If we award you a franchise, you will sign a franchise agreement (see [Exhibit B](#)) and will develop and operate a Restaurant, using our System and Marks, at a location that you select and that we have accepted as meeting our minimum site criteria. We call this the “Franchised Business”.

If we approve your application to develop multiple Restaurants, you will sign our standard development agreement (see [Exhibit C](#)). The development agreement will state the number of Restaurants to be developed and will establish a development timetable (“Development Schedule”). Each Restaurant developed under the development agreement will operate according to a separate franchise agreement. Your first Restaurant will operate according to the terms of our current franchise agreement (see [Exhibit B](#)). Each additional Restaurant developed under the development agreement will operate according to the terms of the franchise agreement being offered to new franchisees at that time, which may be materially different than our current franchise agreement as attached to this agreement.

Competition

The market for restaurant services is well established and highly competitive. There is active price competition among restaurants, as well as competition for management personnel and for attractive commercial real estate sites suitable for restaurants. You will compete with other ramen and Japanese cuisine restaurants, and other fast casual, quick service, and full-service restaurants, as well as other competing meal option providers. Competitors may be locally-owned or large, regional, or national chains. The restaurant business is also affected by changes in consumer taste, demographics, traffic patterns, and economic conditions.

Industry-Specific Regulations

The restaurant industry is heavily regulated. Many of the federal, state, and local laws, rules, and regulations that apply to business generally, such as the federal and state anti-discrimination laws, federal wage and hour laws, National Labor Relations Act, ADA Amendments Act of 2008, and the Occupational Safety and Health Act, also apply to restaurants. However, other federal, state, and local laws, rules, and regulations have particular applicability to restaurants.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce laws and regulations that govern food preparation and service, and restaurant sanitation conditions. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations.

You must follow local and state laws, orders, and ordinances, especially short-term closure or lowered on-site seating capacity requirements or mask requirements to address pandemic concerns. Further, you may want to consider relevant guidance issued by federal agencies such as the Center for Disease Control and Occupational Safety and Health Administration for the safety of your customers and employees.

In addition, the Menu Labeling Provisions of the Patient Protection and Affordable Health Care Act require certain restaurants and retail food establishments to post caloric information on menus and menu boards and to make available additional written nutrition information to consumers upon request. State and local governments also may have their own regulations. For example, New York City requires restaurants with at least 15 establishments to identify menu items with more than 2,300 mg of salt with a salt shaker symbol. The Federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particulate matters,

including caps on omissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

The payment card industry (“PCI”) Data Security Standard is the current standard of security requirements for all merchants or service providers that store, process, or transmit cardholder data. You are responsible for PCI Data Security Standard compliance as well as any federal, state, and local laws, regulations, and ordinances related to privacy matters, including data and personally identifiable information

You should consider these and other applicable laws and regulations when evaluating your purchase of a franchise.

ITEM 2 BUSINESS EXPERIENCE

Tatsuya Sasajima—Manager

Mr. Sasajima is currently Manager of the Ganso Aburado USA Franchise LLC beginning in November 2024 to present in Dover, DE. He is also Executive Vice President of Gift Holdings Inc from January 2016 to present in Tokyo, Japan.

ITEM 3 LITIGATION

There is no litigation that is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

We have no bankruptcy proceedings that are required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

When you sign the franchise agreement you will pay us a \$30,000 initial franchise fee. The initial franchise fee is uniform for all franchisees, and is non-refundable upon payment.

Development Agreement

If we grant you multi-unit development rights, you will sign our development agreement and pay us a non-refundable development fee equal to \$30,000 for the first Restaurant plus \$15,000 for each additional Restaurant to be developed under the development agreement. The minimum number of units to be developed under the multi-unit development agreement is three. For example, if you sign a development agreement for three Restaurants, you will pay us a development fee of \$60,000 calculated as follows: $[\$30,000 + (\$15,000 \times 2) = \$60,000]$. The Development Fee paid is fully earned upon execution of the Development Agreement and is non-refundable upon payment.

When you sign the development agreement, you also will sign a franchise agreement for the first Restaurant to be developed, and we will credit \$30,000 of your development fee payment to fully satisfy the initial franchise fee due under the franchise agreement. As you get ready to develop each additional Restaurant, you will sign a franchise agreement for the additional Restaurant, we will credit \$15,000 of your development fee payment to partially satisfy our initial franchise fee under our then-current franchise agreement, and you will pay the remaining \$15,000 balance. The form of franchise agreement for the first Restaurant will be the form attached as Exhibit B to this disclosure document. The form of franchise agreement for each additional Restaurant will be the form we are offering to new franchisees at that time, which may be materially different than Exhibit B.

Initial Opening Assistance.

With respect to your first Restaurant, we may send up to 3 certified trained representatives as determined by us at our sole discretion, to provide opening assistance during the fifteen (15) days total before, during, and after the opening date. You must reimburse us for the expense of such trainers, including costs of transportation, lodging, meals. We estimate that the cost of a training team will range from \$3,000 for 1 certified trainer to \$9,000 for 3 certified trainers for one Restaurant. For each additional individual you request for additional training assistance we may charge \$200 per representative, per day assigned, to assist you during opening, plus related travel, lodging and dining costs. Costs may vary depending on factors like the distance the opening team must travel and the time period they are at the Restaurant.

If you choose to sign a multi-unit development agreement, our opening team will help with opening the first Restaurant; for each additional Restaurant, this assistance is exercised at our discretion. Initial Opening Assistance fee is reimbursed subject to any expenses incurred by us, our trainers or any amounts already paid to the third party, which will not be reimbursed.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ²	4% of Gross Revenues ⁽²⁾	Monthly	Royalty Fee ²
Brand Development Fee Contribution	Currently 1% of Gross Revenues	Monthly	Franchisor may use Fee monies for any of the purposes identified in Section 9.3.2 of the Franchise Agreement.
Local or Regional Advertising Cooperative	Up to 2% of Gross Revenues, currently 0%	As directed by the Cooperative	We have the right to establish local or regional cooperatives. The maximum contribution that a co-op may require is up to 2% of gross revenues. Each cooperative may determine its own voting procedures; however, each company owned outlet will be entitled to one vote.
Local Marketing Expenditure	1% of Gross Revenues; failure to fund will require payments to Brand Development Fee	Quarterly	You must give us a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter.
POS System Maintenance Fee	Approximately \$1,200 to \$4,800 per year (\$100 to \$400 per month)	Annually	You must sign a maintenance and license agreement with the manufacturer of the POS system designated by us, and pay the annual service fees to the POS system manufacturer
Technology Fee	Capped at the greater of \$500 per month or \$6,000 per calendar year. The capped fee will automatically increase each calendar year by an amount	When billed	For the development and use of online and communications technologies. If we include on our website an interior webpage for your Restaurant, you are responsible for your costs related to preparing and

Type of Fee	Amount	Due Date	Remarks
	not to exceed 10% of the prior year's cap.		maintaining the interior webpage.
Additional Opening Assistance	Currently \$200 per representative per day assigned to assist you during opening, plus related travel, lodging, and dining costs	On demand	Only if you request additional opening assistance, or if we deem it necessary.
Mandatory Ongoing Training and Seminars	Our then current rates, currently, \$200 per day, plus travel and lodging expenses	Before training	Attendance will not be required at more than three programs each calendar year.
Other Additional Training ³	\$200 per day, per attendee	Time of service	If additional training is requested by you, or if we deem that additional training is necessary, we will charge our current fee for additional training, subject to our discretion.
On-Site Training Cancellation Fee	\$100 per occurrence	On demand	May vary depending upon the type of scheduled training program and how far in advance you notify us, in writing, of the cancellation. See Item 11 for further details.
Nonsufficient Funds Fee	Our then current rates, currently \$100 per occurrence	As invoiced	Payable only if you have insufficient funds in your bank account for us to process electronic funds transfer. Our rate is subject to change.
Noncompliance Fee	\$1,000 for any instance of noncompliance with System standards or the franchise agreement.	As invoiced	If the noncompliance is ongoing, then we will charge \$250 per week until you come into compliance.
Interest/Late Fee	18% per year or the maximum lawful rate. Immediately if payments not made when due.	As invoiced	This charge is in addition to other remedies such as late payment fees.
Third Party Quality Assurance/Mystery Shopper	Actual cost, estimated to be \$300 per quarter	As invoiced or arranged	Third Party Quality Assurance
Crisis Management Event	Actual Cost	Upon demand	Any event that occurs at or about the Restaurant premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees. Examples include but are not limited to: food contamination, food spoilage/poisoning, food

Type of Fee	Amount	Due Date	Remarks
			tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the marks.
Transfer Fee (transfer to business entity)	\$1,500	With transfer application	There is no fee if the franchise agreement is assigned from an individual to a business entity controlled by the individual during the first 12 months of the franchise term. After 12 months you must pay \$1,500.
Transfer Fee (among owners; non- controlling interest)	\$1,500	With transfer application	
Transfer Fee (controlling interest or sale of the Franchised Business)	\$10,000	With transfer application	The transferee must meet our then-current requirements for franchisees.
Extended Term Fee	The amount of our then-current initial franchise fee divided by the number of days included in the initial term of the then current franchise agreement, multiplied by the number of days of additional term being purchased by the transferee.	Before transfer	The transferee shall have the option to purchase a longer term (not to exceed a total of 10 years) by paying an extended term fee ("Extended Term Fee")
Renewal Fees	\$10,000	Prior to Renewal	You may renew your franchise agreement for one additional five year term, provided you must give us at least six months' (not more than nine months') notice to renew and meet all other renewal conditions.
Manual Replacement Fee	\$500	When billed	If your copy of the Manual is lost or destroyed, or if you fail to return the Manual upon expiration or termination of this Agreement, you must pay us a \$500 Manual replacement fee.
Inspection and Testing Fee	The lesser of \$1,000 or our actual testing or inspection costs, plus reimbursement	When billed	If we agree to evaluate a new supplier or vendor at your request, we may require you to

Type of Fee	Amount	Due Date	Remarks
	of our related travel, lodging, and salary costs for the individual(s) performing the inspection or testing		pay the cost of testing the supplier's products and inspecting its facilities, including reimbursement of travel and lodging accommodations and salary expense for individuals performing the evaluation.
Indemnification	An amount equal to the value of all losses and expenses that we incur	On demand	You must indemnify us when certain of your actions result in loss to us.
Audit Fee	Cost of audit	On demand	Payable only if the audit was necessary because of your failure to report to us or if it shows that you have underreported Gross Revenues by 2% or more. This includes travel, lodging, and any additional costs associated with the audit.
Insurance Premium Reimbursement	Reimbursement of insurance premium plus reasonable administrative fee not to exceed \$500	On demand	Payable only if you fail to obtain or maintain required insurance, and we may (but need not) obtain it on your behalf. If we do, we will charge you a fee plus our expenses.
Customer Reimbursement	Amount of refund or payment	As invoiced	If we refund a customer's money or provide gift card money to compensate for a negative customer experience, you must reimburse us the amount of the payment.
Relocation Fee	\$2,500 plus reimbursement of our costs associated with review and approval of your new location for your Franchised Business.	As incurred	If otherwise approved by us and you relocate your Restaurant you must reimburse us for our review and approval of your relocation.
Step-In Rights	Not to exceed 10% of Gross Revenues plus travel and lodging expenses for our personnel \$300 per person, per day plus all incurred expenses	On demand	Payable only if we manage the Restaurant on your behalf.
Annual Convention Attendance	\$1,000 per person. Failure to attend is defined as absence at 2 conventions in 5 years.	As incurred	We may require you, or any of your associates or employees, to attend an annual convention. We have the right to collect this fee whether you attend the conference or you are absent.

Type of Fee	Amount	Due Date	Remarks
Liquidated damages	An amount equal to your highest average monthly royalty fees and marketing fees for the preceding 12 months (or the number of months you have been operating if less than 12 months) for the lesser of (i) 24 months or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Enforcement Costs	Actual costs incurred; will vary	As incurred	You must pay our costs of enforcement (including attorneys' fees and costs) if you do not comply with the franchise agreement.
Breach of Intranet Policy User Fee	Not to exceed \$1,000 per year	On demand	Payable if you continue to fail to comply with our Intranet policies or procedures.
Holdover Fee	150% of the current Royalty Fees due	On demand	Payable if you continue to operate the Restaurant after expiration of the franchise agreement without renewal.
Default Fee	\$1,500 plus the cost of reinspection and cost of enforcement of any default	Upon Demand	Applies if you are in default to this agreement.

Development Agreement

Type of Fee1	Amount	Due Date	Remarks
Extension Fee	\$3,000	Before expiration of development period	Payable only if you request an extension of a development period.
Transfer Fee (transfer to business entity)	\$2,500	Before transfer	Payable if you are an individual transferring to a business entity for convenience of operation
Transfer Fee (transfer among owners or non-controlling ownership interest)	\$2,500	Before transfer	Payable if your Owners are transferring ownership interests among themselves or if any Owner or Owners transfer a minority ownership interest to one or more third parties.
Transfer Fee (transfer of controlling ownership interest or sale of the Franchised Business)	\$25,000 plus related expenses	Before transfer	Payable if you are assigning your interest in the development agreement, or if your Owners are transferring a controlling interest in the franchisee entity.

Note 1. All fees are uniformly imposed by us, are payable to us, and are non-refundable, unless otherwise noted. We do not impose or collect any other fees or payment for any third party.

Note 2. “Gross Revenues” is the total selling price of all services and products and all income of every other kind and nature related to your Ganso Aburado Restaurant (including income related to catering operations and special events and the full value of meals provided to your employees as an incident to their employment (except you may credit the value of any discounts against Gross Revenues during the week in which the meals are provided), whether for cash or credit and regardless of collection in the case of credit. Gross Revenues does not include (a) receipts from any public telephone, vending machine, or video games installed in your Restaurant, except for your share of the revenues; (b) sales (or similar) taxes that you collect from your customers if you transmit them to the appropriate taxing authority; (c) proceeds from isolated sales of trade fixtures that are not part of the products and services you offer and that do not have any material effect on the operation of your Restaurant; (d) tips or gratuities paid directly by Restaurant customers to your employees or paid to you and then turned over to these employees by you in lieu of direct tips or gratuities; or (e) returns to shippers or manufacturers; (f) client should exclude from gross revenue definition the fees paid to third-party delivery apps. For example, if Uber Eats takes a \$4 fee out of \$20 collected for an order, then franchisee’s gross revenue figure doesn’t include the \$4 fee. Gross Revenues also does not include proceeds from the sale of gift certificates or stored value cards (all proceeds from the sale of gift certificates and stored value cards belong to us), but it does include the redemption value of gift certificates and stored value cards at the time purchases are made. You are responsible for the accurate reporting of gift certificate and stored value card sales and the corresponding impact on Gross Revenues. Gross revenue are not reduced by the amount of any discounts on products or services sold to employees, family members, or other businesses you own or control or by the amount paid to, collected by, or shared with third-party food ordering and delivery systems with which we allow the Restaurant to do All barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer will be valued at the full retail value exchanged for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross revenue also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Revenues.

Note 3. These amounts are estimates and approximate the average charge for services. Charges may vary based upon the actual time spent by our staff and the duration of the training or assistance provided. Lower amount assumes training provided to one attendee for one day and the higher amount assumes the cost for one attendee for five days.

Note 4. If we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so, we are entitled to collect, in addition to all other amounts due to us under the franchise agreement, liquidated damages calculated as an amount equal to your highest average monthly royalty fees and brand development fees for the preceding 12 months (or the number of months you have been operating if less than 12 months) for the lesser of (i) 24 months or (ii) the remaining weeks of the franchise term.

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure¹	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ⁽¹⁾	\$30,000	Lump sum	\$30,000 up front	Us
Lease Deposit and Rent (three months) ⁽²⁾	\$5,000 to \$40,000	As arranged	As invoiced	Landlord
Utility Deposits	\$0 - \$5,000	Lump sum	When lease is signed or service is arranged	Landlord and utility service providers
Government licenses and Permits ⁽³⁾	\$500 to \$5,000	As arranged	As invoiced	Government agencies, other third parties
Blueprints and plans	\$10,000 to \$40,000	As arranged	As arranged	Government agencies, architects, and other third parties
Leasehold Improvements ⁽⁴⁾	\$100,000 to \$250,000	As arranged	As invoiced	Contractor(s)
Signage and graphics (interior and exterior) ⁽⁵⁾	\$3,000 to \$15,000	As arranged	As required by sign vendor	Sign vendor
Furniture and Fixtures ⁽⁶⁾	\$80,000 to \$200,000	As arranged	As invoiced	Suppliers
POS ⁽⁷⁾	\$1,000 to \$10,000	As arranged	As invoiced	Suppliers
Computer hardware and software	\$3,500 to \$7,500	As incurred	On demand	Supplier
Kitchen Equipment and Small wares	\$150,000 to \$250,000	As arranged	As invoiced	Suppliers
Professional Services ⁽⁸⁾	\$5,000 to \$7,500	As arranged	As invoiced	Accountants, lawyers, etc.
Initial Inventory ⁽⁹⁾	\$12,000 to \$17,000	As arranged	As invoiced	Suppliers
Proprietary Products ⁽⁹⁾	\$6,600	\$10,200	As Invoiced	Suppliers
Small wares,	\$3,000 to	As arranged	As arranged	Suppliers

Type of Expenditure ¹	Amount	Method of Payment	When Due	To Whom Payment is to be Made
uniforms, and initial suppliers	\$6,000			
Insurance ⁽¹⁰⁾	\$5,000 to \$15,000	As arranged	As invoiced	Insurance Broker
Franchisee training and related expenses (franchisee) ¹¹	\$6,000 to \$8,000	As invoiced	As invoiced	Third Parties
Initial Opening Assistance ⁽¹²⁾	\$8,350 to \$31,650	As arranged	As arranged	Us, Third Parties
Grand Opening Advertising and promotion ⁽¹³⁾	\$10,000	As arranged	As invoiced	Suppliers
Legal and Accounting	\$2,500 to \$8,000	As arranged	As arranged	Accountant and/or Attorney
Additional Funds ⁽¹⁴⁾	\$30,000 to \$50,000	As incurred	As incurred	Employees, third party vendors and suppliers
TOTAL ⁽¹⁴⁾	\$471,450 to \$1,015,850	As arranged		

Development Agreement

Type of Expenditure ¹	Amount	Method of Payment	When Due	To Whom Payment is to be Made
First Franchise (Excluding Initial Franchise Fee. See table Above)	\$441,450 to \$985,850	Varies	Varies	Varies
Development Fees ¹	\$60,000	Lump sum	Upon Signing the Development Agreement	US
Total	\$501,450 to \$1,045,850			

NOTES

Note 1. Initial Franchise Fee and the Development Fee are uniformly imposed and are payable to us and are non-refundable unless otherwise stated. The Development Fees stated in the table above are based on a commitment to develop three additional franchises. The minimum number of units to be developed under the multi-unit development agreement is three. If you sign a development agreement for three Restaurants, you will pay us a development fee of \$60,000 calculated as follows: [$\$30,000 + (\$15,000 \times 2) = \$60,000$].

Note 2. You must purchase or lease commercial retail space at a location which may be an inline, end cap, or a free standing location with minimum of 1,200 to 2,500 square feet Commercial real estate costs vary greatly depending on geographic location as well as market conditions. Depending on various factors, rent can range anywhere from \$30.00 to \$55.00 or more per square foot in Dallas, Texas, but may be lower or higher in other locations. These figures do not factor in buildout, leasehold improvements, or common area maintenance charges or any other charges that may be imposed under your lease. Although we or our tenant representative may propose sites for your consideration, you understand that ultimate site selection is solely your choice and your responsibility. In compiling these estimates, we relied on our affiliate E.A.K's experience in operating similar restaurants in New York and the costs associated with rental expenses before it opens its units. These estimates includes the lease deposit which we estimate to be the two additional months of rent along with the first month rental fees.

Note 3. The costs and the required permits may be different in other jurisdictions.

Note 4. Construction costs vary widely, depending upon the location, design, configuration and condition of the premises. The low figure represents the estimated cost of building out a second-generation freestanding space that already has a sufficient HVAC system, grease trap and floor drains, ADA-compliant restrooms, and appropriate utility service and hook-ups. The high figure represents the estimated cost of building out a "vanilla box", and includes the cost of adding or upgrading the HVAC system, installing a grease trap and floor drains, restrooms, and utilities. The above estimates do not take into account any tenant improvement allowance or other incentives, that may be provided by your landlord

Note 5. These include signage menu boards, and graphics.

Note 6. These represent the estimated costs of purchasing required furniture and fixtures, and decor items for your Restaurant.

Note 7. See Item 11 for more information about our POS computer hardware and software requirement. The low estimate includes the cost of acquiring one POS system and the first annual maintenance and support services fee, and the high estimate represents the related costs of acquiring three POS systems.

Note 8. The low amount assumes that you will operate the Franchised Business as a sole proprietor. The high amount represents the cost of hiring an attorney to assist you with entity formation and in reviewing the franchise offering. The cost of professional services can vary widely.

Note 9. These are the estimated cost of purchasing food and beverage inventory, condiments, supplies, and other miscellaneous items.

We anticipate that you will use approximately 8-12 batches of sauce in your restaurant each month which will cost approximately \$2,200 - \$3,400 per month plus the cost of shipping. The numbers stated in this Item 7 are the minimum required inventory for the first 90 days of operation of your Restaurant. We will make the sauce in our designated facility in Japan and our designated third-party supplier will export the sauce to you at your expense.

Note 10. See Item 8 for more information about insurance requirements. These amounts reflect an estimated down payment of your annual premiums, equal to one month's payment, plus the first two monthly premium charges.

Note 11. The amounts in the chart represent the estimated out-of-pocket costs (including travel to and from the training site, one double- occupancy hotel room, and dining expenses) for three individuals to attend training for 5 days in Japan.

Note 12. If you are opening your first Restaurant, up to three certified trained representatives may be provided for on-site opening assistance for at least fifteen (15) days, at our sole discretion; the lower amount assumes 1 certified representative will provide onsite training while the higher amount assumes 3 certified representatives will provide training. The range represents estimated expenses for three trainers including

costs of transportation, lodging and meals plus \$200 per day per certified trainer training fee. Of this, \$3,000 to \$9,000 is paid to us for certified training representatives.

Note 13. Before the Restaurant officially opens for business, we recommend that you host a soft opening for friends and family or for charity (which may involve serving food and beverages at no cost) and then, within 60 days after opening, you will conduct a public grand opening advertising campaign. The amount in this item includes estimates of soft opening expenses, including inventory and labor for hosting a soft opening for friends and family. See Item 11 for more information about these events.

Note 14. The amounts in the chart represent the additional funds, or working capital, you will likely need to operate the Restaurant before opening and during the initial three months of operation. You may need these funds to pay fixed operating expenses, such as rent, employee salaries, payroll taxes, utility charges, license and permit fees, and to purchase uniforms, supplies, and collateral merchandise. The amounts in the chart do not include any allowance for debt service or for a salary for you. You should review these numbers carefully with your business advisor before purchasing a Ganso Aburado franchise and understand the cost involved in this Franchised Business.

Note 15. All amounts are non-refundable unless otherwise noted. If you develop multiple Restaurants under our development agreement, we anticipate that your initial investment for each Restaurant developed will be the same as reflected in the above chart, subject to applicable inflationary increases

ITEM 8

RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Purchases Restrictions

You must purchase from our designated or approved suppliers or distributors most of what you will need to construct, operate, and maintain your Restaurant. This includes all furniture, millwork, fixtures, seating, equipment (including your POS System and multi-media systems), signage, décor, saleable merchandise (such as t-shirts, mugs, private label food items, etc.), ingredients, paper goods, design and build services, music services, and supplies.

Our designated third party supplier, JFC International Inc, supplies our proprietary sauces to you for your use in your restaurant. We make the sauces at our designated facility in Japan and our designated third party supplier will export the same to you, at your expense. You must only use our proprietary sauce in operation of your Restaurant. Other than as disclosed, none of our officers owns an interest in any privately-held supplier or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

Supplier Approval

If you propose to purchase from an unapproved source any products or services for which we have identified designated or approved supplier(s), you must request our approval. We may require as a condition of evaluating a supplier that our representatives be permitted to inspect the supplier's facilities and that information, specifications, and samples, as we reasonably require, be delivered to us or to an independent, certified laboratory for testing. We may charge a fee for testing, which will be the lesser of \$1,000 or the actual cost of the inspection and test, plus reimbursement of our related travel, lodging, and salary costs for the individual(s) performing the inspection or testing. We have no obligation to evaluate a proposed supplier but if we agree to evaluate a supplier at your request, we will notify you of our determination within 90 days after your request. We also have no obligation, and it is not our current practice, to issue our specifications and standards to our franchisees or proposed suppliers.

If we have not identified an approved supplier or distributor for a particular product or service, you may purchase the item or service from a supplier of your choice, but the product or service must meet our specifications, which may include brand requirements. We will communicate to you these specifications and standards, as they may be revised periodically, via the Manuals or otherwise in writing. If you want to

purchase or lease item from a supplier that has not been previously approved or designated by us in writing, you must send us a written request for approval and submit additional information, samples, and testing data that we may request. We will notify you of our approval or disapproval within a reasonable time not to exceed 60 days after we receive your written request and all additional information and samples that we request. We may, in our sole discretion, withhold our approval. If written approval is not granted by us, the request is deemed denied. We may grant approvals of new suppliers or evoke past approvals of supplier upon written notice to you, or by updating our Operations Manual.

Loyalty, Rewards, and Gift Certificate Programs

You must participate in and offer to your customers: (a) all customer loyalty and reward programs; (b) all contests, sweepstakes, and other prize promotions; and (c) all price promotions and all meal deals, which we may develop from time to time. We will communicate to you in writing the details of each such program, promotion, and meal deal, and you must promptly display all point-of-sale advertising and promotion-related information at such places within the Restaurant as we may designate. You must purchase and distribute all coupons, clothing, toys, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by us for use in connection with each such program, promotion, or meal deal.

If we develop or authorizes the sale of gift certificates and/or stored value cards, loyalty cards, and/or customized promotional receipts, you must use all computer software and hardware necessary to process their sale and to process purchases made using them and be solely responsible for the service charges related to such processing. All proceeds from the sale of all gift certificates and stored value cards belong exclusively to us, and you shall remit the proceeds of such sales to us according to the procedures that we prescribe periodically. We will reimburse or credit to you (at our option) the redeemed value of gift cards and stored value cards accepted as payment for products and services sold by the Restaurant.

You also must display at the Restaurant all promotional literature and information as we may reasonably require from time to time. This may include, among other things, displaying signage or other literature containing information about the Ganso Aburado franchise offering.

Restaurant Location and Lease

You must acquire a site for your Restaurant that meets our site selection criteria and that we approve. If you occupy the Restaurant according to a commercial lease, the lease must be approved by us and include terms that we specify. (See Lease Rider attached as Attachment F to the franchise agreement.) The criteria that we use to evaluate a retail site include general location and neighborhood, demographics, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms. If you fail to comply with your obligation to identify a site that is acceptable to us, develop, and open the franchise by the Opening Date, and unless we agree to extend the deadline in writing, you will be in default and we may terminate your franchise agreement. We are not obligated to assist you in conforming the premises of your retail site to local ordinances and building codes and obtaining any required permits to operate your Restaurant. This will be your responsibility.

Insurance

You must obtain and maintain insurance that meets our minimum insurance requirements, and failure to obtain and maintain insurance requirement may lead to termination of your Franchised Business at our discretion. Currently the insurance requirements consist of the following:

- General Liability coverage for \$1,000,000 per occurrence and \$2,000,000 aggregate including additional insured endorsement naming Ganso Aburado USA Franchise LLC. This policy will include Fire Legal of \$300,000, Medical Payments of \$5,000, Personal Injury and Advertising Liability of \$1,000,000.

- Business interruption insurance equal to 12 months of your net income and continuing expenses including royalty fees;
- Umbrella Liability for \$1,000,000 in excess of the General Liability, Auto and Employer's Liability naming Ganso Aburado USA Franchise LLC as additional insured
- Workers' Compensation for statutory limits including Employer's Liability of \$1,000,000/\$1,000,000/\$1,000,000 and the Alternate Employer's endorsement in our favor.
- All policies will include a 30 day notice of cancellation for which we will receive notification. Please note that your lease agreement may require more or different coverage than is included here.

Optional Insurance

- Crime policy for employee dishonesty for \$25,000 and Monies & Securities of \$10,000 in \$10,000 out
- Food Borne Illness/Trade Name Restoration for \$500,000 to cover lost income from an actual or alleged contamination event within the brand.
- Employment Practices Liability including third party claims for \$1,000,000 and naming Ganso Aburado USA Franchise LLC as Co-defendant. Limit applies per policy.
- Auto Liability for all owned, non-owned and hired vehicles used in the franchised business for \$1,000,000 combined single limit liability and naming Ganso Aburado USA Franchise LLC as additional insured.

These are minimum requirements only, and we have the right to modify them at any time. We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we be named as additional insured on these cybersecurity insurance policies. You should consult with your own insurance advisor to determine whether they are appropriate and sufficient for your business and to protect your assets. Your landlord may require more coverage, additional, or different types of coverage.

You must also provide us with a certificate of insurance complying with these insurance requirements no less than 10 days before the Restaurant opens for business; for all other policies, proof of insurance will be required at least 30 days prior to any renewal providing the endorsements as noted below. If you do not comply with the insurance requirements, we have the right but not the obligation to obtain insurance on your behalf and charge you the premium plus an administrative fee.

Revenue Derived from Franchisee Purchases and Leases

We and our affiliates may derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our affiliates. We do not currently receive payments from any of our suppliers based on franchisee purchases. As of December 31, 2024, neither we nor any of our affiliates derived any revenue on account of franchisee purchases or leases.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We currently negotiate purchase arrangements with primary suppliers or distributors for the benefit of franchisees. If we negotiate a purchase agreement, you must participate in the purchasing program. At this time, there are no purchase arrangements with primary suppliers or distributors in place; however, we reserve the right to do so in the future. Presently, there are no purchasing or distribution cooperatives in existence for the franchise system.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers. We estimate that your

purchases of goods and services in accordance with specifications will represent approximately 70 to 75% of your total purchases in connection with establishing your Franchised Business and approximately 75% to 85% of your total purchases in connection with operating your Franchised Business.

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 the Franchise Agreement	Section in the Development Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 3.1 and 3.3	Not applicable	Items 8 and 11
b.	Pre-opening purchases/leases	Sections 3.4, 6.5, 6.6, 10.1, and 10.2	Not applicable	Items 5,6,7,8 and 11
c.	Site development and other pre-opening requirements	Sections 3.4, 3.5, and 5.3	Article 4	Items 1,7,8, and 11
d.	Initial and ongoing training	Sections 5.1 and 5.5 and 6	Not Applicable	Items 6, 7, and 11
e.	Opening	Sections 3.5 and 5.2	Section 4.5	Items 5, 7 and 11
f.	Fees	Sections 4.1, 4.2, 4.3, 4.8,4.7, 4.9, 4.11, 4.12, 5.2, 9.3, and 9.4	Article 3	Items 5,6,8 and 11
g.	Compliance with standards and policies/Confidential Operations Manual	Section 8	Not Applicable	Items 8,11,13,14 and 16
h.	Trademarks and proprietary information	Section 7	Not Applicable	Items 11,13 and 14
i.	Restrictions on products/services offered	Sections 6.4, 6.5, 6.6, 6.8, and 6.11	Not Applicable	Items 8 and 16
j.	Warranty and customer service requirements	Sections 6.1 (f), and 6.14	Not Applicable	Item 16
k.	Territorial development and sales quotas	Not Applicable	Not Applicable	Item 12
l.	Ongoing product/service purchases	Section 6.5, 6.6 and 8.2	Not Applicable	Items 8, 11 and 16
m.	Maintenance, appearance and remodeling	Section 6.7 and 6.10	Not Applicable	Items 7 and 8

Obligation		Section in the Franchise Agreement	Section in the Development Agreement	Disclosure Document Item
	requirements			
n.	Insurance	Section 11.3	Section 7.2	Items 8, 11 16
o.	Advertising	Section 9	Not Applicable	Items 5, 6, 8 and 11
p.	Indemnification	Section 11.3.7	Section 7.3	Item 6
q.	Owner's participation/manage ment/staffing	Section 6.2 and 6.3	Not Applicable	Items 1, 11, and 15
r.	Records and reports	Sections 10.4, 1.5, and 10.6	Not Applicable	Item 11
s.	Inspections and audits	Section 6.10 and 10.7	Not Applicable	Items 6 and 11
t.	Transfer	Article 12	Article 8	Items 6 and 17
u.	Renewal	Section 2.2	Section 4.4	Items 6 and 17
v.	Post-termination obligations	Article 14 and 15.2	Section 2.2	Item 17
w	Non-competition covenants	Section 15.1 and 15.2	Article 10	Item 17
x.	Dispute resolution	Article 19	Article 14	Item 17
y.	Guaranty	Sections 12.3 and 18.6	Sections 8.3 and 13.6	Item 1 and 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or other obligations.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Ganso Aburado USA Franchise LLC is not required to provide you with any assistance.

Before you begin operating the Franchised Business, we will:

1. Permit or refuse to permit development of a Restaurant at a proposed site within 30 days of receiving all requested information. (Franchise Agreement, Section 3.2.)
2. Provide approval or deny lease terms of the proposed site for the Restaurant. (Franchise Agreement, Section 3.3).
3. Conduct an initial training program. (Franchise Agreement, Section 5.1)
4. Admit up to three individuals to the initial training program. (Franchise Agreement, Section 5.1.)
5. With respect to the first Restaurant you develop, make available up to three individuals to provide you a minimum of fifteen days of on-site opening assistance. (Franchise Agreement, Section 5.2.1.)
6. With respect to the first Restaurant you develop, at your request, provide additional Restaurant opening assistance, subject to the availability of personnel. (Franchise Agreement, Section 5.2.1.)
7. Provide such pre-opening consultation and advice as we deem appropriate, which may include advice with regard to the development and operation of the Restaurant, building layout,

furnishings, fixtures, and equipment, plans and specifications, purchasing and inventory control, and such other matters as we deem appropriate. (Franchise Agreement, Section 5.3.)

8. Provide you a list of our approved suppliers for required equipment, signs, fixtures, opening inventory and supplies. We do not deliver or install these items. (Franchise Agreement, Section 6.6.)
9. Provide you access to our Manuals. (Franchise Agreement, Section 8.1.) The Table of Contents of our Confidential Operations Manual is attached to this disclosure document as Exhibit E. Our Confidential Operations Manuals currently consist of 46 pages.

During the operation your Restaurant, we will:

1. Provide such ongoing consultation and advice as we deem appropriate. (Franchise Agreement, Section 5.4.);
2. Provide additional training programs and seminars as we deem appropriate. (Franchise Agreement, Section 5.5.);
3. At our discretion, make available to you, at a reasonable cost, any merchandise we develop or approve for resale. (Franchise Agreement, Section 6.4.);
4. Provide you an updated list of approved suppliers as we deem appropriate. (Franchise Agreement, Section 6.6.);
5. Approve or disapprove your proposed promotional and marketing materials within 10 days of receipt by Franchisor. (Franchise Agreement, Section 9.1.);
6. Administer the Brand Development Fee and allocate funds for authorized purposes. (Franchise Agreement, Section 9.3);
7. Maintain a central website that will identify the location of your Restaurant and provide other information to promote the Ganso Aburado System. (Franchise Agreement, Section 9.7.)
8. Provide you access to any proprietary software programs that we may develop, or that may be developed on our behalf, for use in the System. (Franchise Agreement, Section 10.2.)
9. We may assist or require you to establish the maximum and minimum prices that you offer to your customers to the extent permitted by law. (Franchise Agreement, Section 5.4.)

Advertising and Promotion

Our advertising program for the products and services offered by Ganso Aburado Restaurants currently consists of electronic and print advertising in certain local and/or regional markets. Our advertising materials currently are created in-house and with the help of an outside agency. We may elect to utilize various local, regional and/or national media campaigns in the future which may include television, magazine, newspaper and Internet advertising campaigns. We are not required to spend any amount, on your behalf, on advertising in your Site Selection Area and/or your Protected Area and we are not required to conduct any advertising on behalf of the Franchise System or on your behalf. You may develop your own advertising and marketing materials, at your own expense, subject to our written approval.

We will maintain control over all promotional and marketing materials to be used in your Restaurant. You may, at your option, submit to us proposed materials, which we will review and let you know whether they are approved within 10 days of their receipt. Materials that are not approved within this 10-day period are considered rejected. All advertising and promotions you place in any medium must be conducted professionally and must conform to our standards and requirements.

All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. All marketing and promotional materials, including product

identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for you, or be made available to you for purchase through us.

We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of your Franchised Business. You may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which we license to you.

You will operate your Franchised Business so that it is clearly identified and advertised as a Ganso Aburado franchise. You will use the trademark “GANSO ABURADO” and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples and photographs of the same up on our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

Soft Opening

Before your Restaurant officially opens to the public, we recommend that you host a soft opening for friends and family or for charity. This will give you an opportunity to showcase the Restaurant in your community, and to prepare your staff, iron out logistics, obtain essential feedback, and make appropriate adjustments before the official opening. Food and beverages may be provided without charge during this event; however, this is determined by the franchisee at the time of the event. Then, within the first 60 days after the Restaurant opens for business, you will conduct a grand opening advertising campaign that conforms to our standards and specifications.

Grand Opening

Beginning thirty (30) days prior to opening through sixty (60) days after operation of the Restaurant begins, you are required to spend a minimum of \$10,000 on newspaper ads, social media, direct mail advertising and/or promotions, or through other media (“Grand Opening Advertising”) as we may designate in our sole discretion. You may choose to spend more, but any additional amounts must conform to our specified requirements. If we choose, we may offer you a grand opening advertising “Program Outline”. You may also submit a Grand Opening Advertising “Plan” that will require our written consent prior to first use. We will approve or reject your Plan within 30 days of receipt. We have the right to require that you engage the services of a public relations firm acceptable to the us, to develop and implement such Plan. The Grand Opening Advertising obligation is in addition to all other advertising obligations, and does not count towards the Brand Development Fee or the Local Advertising Fee obligations.

Brand Development Fee

In addition to your initial advertising campaign, you must contribute to our Brand Development Fee (“Brand Development Fee”) an amount we specify periodically which is currently 1% of Gross Revenue

We have the right to use Brand Development Fee monies, in its sole discretion, to pay for creative development services (including creation and modification of Restaurant design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and /or promotional items, including the cost of photography services and design software), preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, new product development, conducting customer surveys, focus groups, and marketing-related mystery shops and customer interviews); employing advertising and/or public relations agencies; developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local Restaurant advertising and promotion in a particular area or market, or for the benefit of a particular Restaurant or

Restaurants in connection with Restaurant opening promotions or otherwise), conducting and administering in-Restaurant promotions; preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials); new product development and development of product packaging; developing, updating and hosting our website (including development of locator programs) and/or an intranet or extranet system; obtaining sponsorships and endorsements; preparing and conducting sweepstakes and other promotions; developing, administering, and distributing coupons, certificates, and stored value card programs, the cost of products associated with the redemption of free coupons, gift certificates and stored value cards; developing and administering other customer loyalty programs; developing and administering online ordering platforms; providing and procuring public relations services; conducting public relations activities; charitable donations; and membership fees in international, national, regional, and/or local trade or other associations or organizations. We also may use Brand Development Fee monies to reimburse ourselves for our costs of personnel and other administrative and overhead costs associated with providing these services.

We will not use Brand Development Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but we may include in all advertising prepared using Brand Development Fee monies (including Internet advertising) information concerning franchise opportunities, and a portion of Brand Development Fee monies may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

As of the issuance date of this Disclosure Document, there were no brand development fees collected.

We expect to use all Brand Development Fee in the fiscal year they are made. Any amounts contributed to the Brand Development Fee that are not spent in the year they are collected will remain in the Brand Development Fee for use during the next year. Although not contractually required, we anticipate that all Ganso Aburado Restaurants owned by us or an affiliate located in the United States will contribute similarly to the Brand Development Fee as required of franchisees. There is no requirement that the Brand Development Fee monies be audited. We will have an unaudited accounting of the Brand Development Fee monies prepared each year and we will provide you with a copy upon your written request. The Brand Development Fee account is not a trust or escrow, and neither we nor our affiliates assume any fiduciary duty in administering the Brand Development Fee monies or for any other reason.

Local Marketing

Each month, it is recommended you spend 1% of Gross Revenues to promote the Restaurant in your market area. At our request, you must provide copies of invoices that support your local marketing spend. We may increase this requirement upon reasonable notice to you. You must give us a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter.

You must provide us an annual report of your local advertising expenditures within 15 days following the end of each calendar year. None of the following expenditures satisfy your local advertising expenditure requirement: (1) incentive programs for your employees or agents; (2) non-media promotional costs; (3) charitable, political or other contributions or donations; (4) in-Restaurant fixtures or equipment; or (5) grand opening expenses.

Advertising Council

No Advertising Council has been established for the franchise system.

Local or Regional Advertising Cooperatives

We do not currently require you to participate in any local or regional advertising cooperatives. We have the exclusive right to require that advertising cooperatives be formed, changed, dissolved, or merged. If you are required to participate in an advertising cooperative, you will be required to contribute your share of the cooperative's budget as determined by the cooperative's members.

Each required local advertising cooperative must adopt written governing documents. Each cooperative may determine its own voting procedures; however, each company-owned Ganso Aburado restaurant will be entitled to one vote in any local advertising cooperative. The members and their elected officials are responsible for administration of the cooperative. Advertising cooperatives must prepare quarterly and annual financial statements prepared by an independent CPA and must be made available to all franchisees in the advertising cooperative.

Any cooperative formed is not a trust fund. We have no fiduciary duty to you or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the Cooperative.

You may not engage in sales through alternative distribution channels or the Internet without our prior written approval for which such permission/approval may be revoked at any time and in our sole discretion. We are not required to give you such approval. You shall not engage in marketing on any social media websites, including but not limited to Facebook, Instagram, and Twitter without prior written consent from us. You may not include any photos on your website that contain any Marks.

Computer and Electronic Cash Register Systems

You must purchase, install, and maintain an electronic point-of-sale cash register system to record sales and transaction data (such as item ordered, price, and date of sale) that we designate. Currently, Revel is the only approved point-of-sale system ("POS System"). You will use the POS System to record sales and report sales. All sales must be processed through the approved POS systems and reported as gross revenue and no other supplemental or secondary POS system may be used. You must install and maintain between one to three POS Systems (depending on the size of your Restaurant). You must connect the POS System to a telephone line or other communications device, such as a computer, which is capable of accessing the internet via a third-party network. We estimate it will cost \$11,500 up to \$22,500 to lease or purchase this equipment as well as computer hardware and software used in operation of your Franchised Business.

To operate the POS System, you will need to install and maintain a laptop or computer at the Restaurant that has a high-speed Internet connection and is capable of running the software we require. Updates or replacement of the POS System, both hardware and software, may be required. There is no contractual limitation on the frequency or cost of these obligations. The computer system and/or POS for your Franchised Business will be dedicated for the operation of your Ganso Aburado restaurant and used for no other purpose.

You must sign a maintenance agreement with the manufacturer of the POS system that we designate, and pay the annual service fees to the POS system manufacturer. We estimate that your annual maintenance will range from \$1,200 to \$4,800. Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system.

At our request, you must install and maintain interactive multi-media equipment, devices, and facilities that we require, including approved surveillance systems, music systems, Wi-Fi, and other wireless Internet and communications systems and interactive displays, including plasma or LCD screens. If a designated music provider has been identified, you must acquire music from that vendor. You must only play music approved by us at your Restaurant, and upon our notice you must cease using any music we disapprove. You must also obtain a license for music played in your approved location and must be able to supply evidence of this license at our request.

You must (a) use any proprietary software programs, system documentation manuals, and other proprietary materials that we require in connection with the operation of the Restaurant; (b) input and maintain in your computer such data and information as we prescribe; and (c) purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever we adopt new or upgraded programs, manuals and materials system-wide. You must enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner we

prescribe, and pay all fees imposed thereunder.

We may independently poll your Gross Revenues and other information input and compiled by your POS System from a remote location. There is no limitation on our right to access this information.

Ownership Information

All of the information we or our affiliates obtain from or about you and your Franchised Business, and all information in your records or concerning the members of your Franchised Business (“the Information”) and all revenues we derive from the Information will be our property. However, you may at any time during the term of this Agreement use in the operation of your Franchised Business (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Franchised Business, such as customer data. The information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. You hereby authorize your payment processor to release the information to us at any time. Following termination or expiration of this Agreement, you will no longer use any of the Information, except to comply with your post-termination obligations under this Agreement and you authorize your payment processor to release the Information exclusively to us and/or our designees.

System Website

We own the domain name <https://en.gift-group.co.jp/brand/gansoaburadou> and use it as our primary website for information about us and our franchised businesses. You may not establish your own website, social networking site, or other electronic media without our prior written consent which may be revoked at any time in our sole discretion. At our option, we may establish one or more additional websites to advertise, market, promote, and operate the Ganso Aburado businesses and the franchise opportunity. Further, any representations from you, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and you will be responsible for all costs, including legal costs, for any required fines or legal actions as a result of your postings.

Training

At least 60 days before your Restaurant’s opening date, the person whom you designate to be your “Operations Manager”, your “Restaurant Manager,” and one additional employee must attend and complete our initial training program to our satisfaction. We may require additional employees to attend and successfully complete our initial training program.

Our initial training program is offered from our head office in Tokyo and at your Restaurant or any other place we designate from time to time. Initial training will be conducted by or under the direct supervision of our trainers, Yuichiro Yamazaki and Tatsumi Kawamata, or any other person we designate with a minimum of 1 year experience in the industry. Yuichiro has over 3 years of experience in the restaurant industry and has been with us since January 2024. Tatsumi has over 3 years of experience in the restaurant industry and has been with us since April 2021. The minimum level of experience of each trainer will be at least one year in a similar industry. All initial trainings are provided on an as needed basis but no less than once per year.

We will provide training materials at no charge for the initial training, but you must pay all training-related expenses, including travel, lodging, dining expenses, and wages for all who attend training. If you do not successfully complete the initial training, we reserve the right to deduct any amount from your Initial Training Fee to cover our expense and the cost of providing the initial training course in addition to you paying us the On-Site Training Cancellation Fee (if applicable).

We anticipate conducting an Initial Training program, in person, of approximately five business day(s) at

our home office in Tokyo, Japan as well as approximately 15 days at your franchised location prior to opening. We will travel to your restaurant to complete the initial training program. You will be responsible for this cost which is currently \$200 per representative per day assigned to train your personnel, plus related travel, lodging, and dining costs. If additional training is requested, or if we deem that additional training is necessary, you will be charged \$200 per day, per attendee; however, you will continue to be responsible for all training-related expenses, including travel, lodging, dining expenses, and wages for all of your employees who attend training.

The subjects covered and other information relevant to our initial training program are described below. We request that your training team read all Manuals and watch all videos prior to arriving.

INITIAL TRAINING PROGRAM

Subject	Classroom Instruction (Hours)	On the job Training (Hours)	Location
Introduction to GIFT's History, Ganso Aburado Concept, and Philosophy	4	0	Head Office, Tokyo, Japan
	4	0	Franchisee's Location
Store Operations Tour (Including Flagship Store and Various Store Types)	4	0	Training Facility in the Greater Tokyo Area or Other Designated Locations
Safety, Health, Sanitation, Cleanliness, and Hygiene Standards	3	1	Training Facility in the Greater Tokyo Area or Other Designated Locations
	0	1	Franchisee's Location
Hospitality Excellence and Customer Service Training	3	1	Training Facility in the Greater Tokyo Area or Other Designated Locations
Responsibilities of Certified Managers	3	0	Head Office, Tokyo, Japan
Inventory Management and Food Cost Control	2	0	Franchisee's Location
Food Preparation Standards and Techniques	5	8	Training Facility in the Greater Tokyo Area or Other Designated Locations
	0	40	Franchisee's Location
Noodle Handling and Cooking Procedures	0	25	Training Facility in the Greater Tokyo Area or Other Designated Locations
	0	50	Franchisee's Location
Implementation of Daily Operations Checklist	0	2	Franchisee's Location
Effective Handling of Customer Complaints	2	0	Training Facility in the Greater Tokyo Area or Other Designated Locations
Training on Order Taking and Management	0	2	Franchisee's Location
Franchise Reporting Requirements			Franchisee's Location
Total	30	130	

Our initial training program is subject to change, without notice, to reflect updates in the materials, methods, and manuals and changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the trainees. Instruction materials are in our Operations Manuals.

At our request, your Operations Manager, Restaurant Manager, and/or other of your employees that we designate must attend additional courses, seminars, and training programs that we may reasonably require. We may charge a reasonable tuition for these additional courses, seminars, or other training programs (currently \$200 per day). You are responsible for all training-related costs and expenses including salary, travel, lodging, and dining costs for all of your employees who attend training.

Confidential Operations Manuals

After you sign the franchise agreement, we will provide you access to our Manuals. A copy of the table of contents of our Confidential Operations Manual is attached as Exhibit E.

On-site Training Cancellation Fees

If our representative is scheduled to conduct an on-site training program at your Restaurant and you subsequently cancel the scheduled training program, then you must pay us our then current on-site training cancellation fee (“On-Site Cancellation Fee”). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify us, in writing, of the cancellation.

Site Selection and Opening

When you sign the franchise agreement, we will agree on a “Site Selection Area” within which you may locate the Restaurant. You must acquire a Restaurant site meeting our site selection criteria within 90 days after you sign the franchise agreement. For each proposed site that you identify, you must deliver to us a franchise site application in a form that we prescribe, including information about the site as we may reasonably request to perform our evaluation; we do not generally own the premises or lease to prospective franchisees. We will permit or refuse to permit development at the proposed site within 30 days of receiving all requested information about the site. The criteria that we use to evaluate the site include general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. At this time, we do not assist you in conforming the premises of your retail site to local ordinances and building codes and obtaining any required permits to operate your Restaurant. This will be your responsibility. We will not unreasonably withhold our approval; however, if we cannot agree on a location for the Restaurant, we may in our sole discretion allow more time for site selection or terminate the Franchise Agreement. If your Franchise Agreement is terminated you are not entitled to any refund of your initial franchise fee or other deposits paid to us.

We anticipate that a Restaurant will open for business no later than 12 months after the Franchise Agreement is signed or a franchisee pays consideration for the franchise. Factors which may affect the length of time between signing of the Franchise Agreement and opening for business including the time necessary to find a location which we will accept; obtaining a lease, obtaining any financing you may need; obtaining required permits and governmental agency approvals; fulfill local ordinance requirements; complete construction, remodeling, alteration, and improvement of the approved location, including the installation of fixtures, equipment, and signs; to complete our initial training program and to complete the hiring and training of personnel. Delays in construction may be caused by inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages, and other similar factors.

If the Restaurant is not open according to these deadlines, we retain the right to terminate the franchise agreement. We may request additional information regarding the status of your construction, approvals, and permits required for you to open your Restaurant.

When you sign a Development Agreement with us, site selection and approval of the restaurant location is governed pursuant to a signed franchise agreement between you and us as it relates to each location.

When the site is selected and approved by us, we will mutually agree on an “Opening Date” for the Restaurant. Your Opening Date will be the date your restaurant actually opens for business, but the Opening Date must be no later than 365 days from the effective date of your franchise agreement. If you are unable to open your Restaurant within 365 days from the Effective Date, we may, but we are not obligated to, extend your Opening Date deadline in our sole discretion, if you have sent a written extension request to us, at least 60 days prior to 365 days from the Effective Date. If you do not open the Restaurant by the Opening Date, and/or do not request and/or receive an extension, we may unilaterally terminate the Franchise Agreement. All initial fees paid to us are fully earned and non-refundable if your franchise agreement terminates. If you sign our Development Agreement, we will agree on a “Development Area” within which you may locate the Restaurants based on your development schedule. For each restaurant location selected under the development agreement, we will determine and approve the location of future restaurants and any territories for those restaurants and our then-current site selection criteria will be applicable.

As a condition of renewal or transfer during the term of your Franchise Agreement with us, we may require you to upgrade or renovate the Restaurant. You agree to comply, at your expense, with all such modifications, including, without limitation, all requirements to implement the modifications, such as replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements, including structural changes. We will notify you of any such System changes and you must implement any System changes upon receipt of notice thereof from us, and you must complete the implementation within such time as we may reasonably specify. There are no contractual limitations on us relating to the frequency and cost of such obligations for you.

ITEM 12 TERRITORY

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.

Franchise Agreement

You must select a site from within the non-exclusive Site Selection Area as identified in the Franchise Agreement; however, we may use other boundaries (such as counties or other political boundaries, streets, geographical features, or trade area). You will operate the Restaurant at a location that you have selected and that we have accepted as meeting our minimum site selection criteria for Ganso Aburado Restaurants. You may relocate the Restaurant, only with our prior written consent. We will consent to relocation if your lease expires or terminates through no fault of yours, or if the Restaurant is destroyed or materially damaged by fire, flood, or other natural catastrophe and you are not in default of the franchise agreement or any other agreement with us. If applicable and if approved, you must reimburse us our costs associated with review and approval of your new location for your Restaurant.

When the Restaurant’s location is identified, we will mutually agree on a “Protected Area,” which will be identified in Attachment B to the franchise agreement. Your Protected Area may be defined as a specified radius with its central point located at the Restaurant’s main entrance, may be identified on a map, or may be identified by a geographic description. The minimum Protected Area may be as small as an office or retail building for Restaurants in densely populated, urban areas, and will likely be larger in suburban, less populated areas. If we do not identify a Protected Area on Attachment B to the franchise agreement, the Protected Area will be a five-mile radius with its central point located at the Restaurant’s main entrance. Except as provided below, no other Ganso Aburado Restaurants will be located in your Protected Area, but another franchisee’s protected area may overlap with your Protected Area.

Carved out from protection in the Protected Area will be any venues that we consider “Captive Markets.” A Captive Market is any facility that serves a captive market, such as a department store, supermarket, shopping mall (defined as enclosed or open retail centers with gross leasable area in excess of 350,000

square feet), amusement park, airport, train station, travel plaza, casino, nightclub, store, public facility, college or school campus, sports or entertainment stadium or arena, hospital, office building, convention center, airline (in-flight services), military base, or any other mass gathering event or location. A Captive Market also is any facility for which food and/or beverage service rights are contracted to a third party or parties (including designated roadways and adjacent facilities).

During the franchise term, we will not own or operate, or grant anyone else the right to operate, a Ganso Aburado Restaurant within your Protected Area (excluding any Captive Markets). You have the right to solicit and advertise outside your Protected Area, but not inside another franchisee's protected area. We reserve, to ourselves, all other rights, including the right to own and operate and to grant others the right to own and operate Ganso Aburado Restaurants outside the Protected Area, regardless of their proximity to the Protected Area, and in "Captive Markets," wherever located. We expressly reserve ourselves the right to own and operate and license the right to operate similar system under trademarks other than Ganso Aburado Marks within and outside of the Protected Area. We also have the right to distribute products and services identified by the Marks, such as pre-packaged products, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and/or the Internet. We retain the right to operate and to grant others the right to operate similar or competing businesses under a different trademark inside and outside your Protected Area. Your Franchised Business' activities are confined to retail transactions only. You may not enter into any wholesale transactions without first obtaining our written consent. A "wholesale" transaction is defined as any sale of five or more products or services (regardless of stage of completion) to a customer whose purpose is to, in turn, offer such products or services for resale to a third-party. Sale of products includes sale of uncooked or otherwise products to wholesale customers. Conducting wholesale transactions without our prior written approval is a material breach of the franchise agreement, for which we may terminate the franchise agreement without an opportunity to cure. We are not required to compensate you if we exercise any of the rights specified above inside your Protected Area. You do not have the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing to make sales.

There are no circumstances that permit us to modify your territorial rights under the franchise agreement. Unless we grant you development rights under a development agreement, we do not grant you any options or rights of first refusal to acquire additional franchises.

Development Agreement

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

Under the development agreement, we grant you the right to develop and operate a specified number of Ganso Aburado Restaurants within a specified Development Area. The Development Area will be identified on Attachment B to the development agreement and may be described in terms of cities, counties, states, or some other designation.

We will approve the location of future sites and territories for each proposed site, using our then-current standards for site selection and territories. During the term of the development agreement, we will not own or operate, or grant anyone else the right to operate, a Ganso Aburado Restaurant within the Development Area, except in Captive Markets. We reserve to ourselves all other rights, including the right to own and operate and to grant others the right to own and operate Ganso Aburado Restaurants outside the Development Area, regardless of their proximity to the Development Area, and in Captive Markets located within and outside the Development Area. We also have the right to distribute products and services identified by the Marks, such as pre-packaged products, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales, and/or the Internet, and to make deliveries or permit other franchisees to make deliveries to residents within your Development Area. We are not required to compensate you if we exercise any of the rights specified above inside your Development Area.

If you fail to meet any of your obligations under the development agreement, including the development obligations, we may (1) terminate or modify any territorial protections granted to you, (2) reduce the size of the Development Area, or (3) reduce the number of Restaurants which you may establish under the Development Schedule. There are no other circumstances that permit us to modify your territorial rights under the development agreement. After the expiration of the term of your development agreement, we may own, operate, franchise, or license others to operate additional Ganso Aburado Restaurants anywhere, without restriction, including in your Development Area, which are subject to the rights granted to you in the Protected Area established under any then-existing franchise agreement.

ITEM 13 TRADEMARKS

Our affiliate, Gift Inc owns and has registered the following Marks on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”) and all required affidavits have been filed.

Mark	Registration Number	Registration Date	International Class
	7452036	07/23/2024	030, 043

Gift Inc does not yet have a federal registration for the following trademarks. Therefore, the following trademarks does not have as many legal benefits and rights as a federally registered trademark. If Ganso Aburado’s right to use the Mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number	Filing Date	International Class
GANSO ABURADO	98790436	October 8, 2024	030, 043
	98790402	October 8, 2024	030, 043

Gift Inc has granted us the right to use these Marks in connection with the franchising of Ganso Aburado Restaurants and the operation of company-owned Restaurants. Our agreement with Gift Inc is perpetual unless terminated by mutual agreement. Upon termination of the licensing agreement, Gift Inc has an option to assume all franchise agreements to which we are a party. There are no other agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

There is no presently effective determination of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which is

relevant to their ownership, use, or licensing.

We know of no superior prior rights or infringing use that could materially affect your use of the Marks.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, “®”, “™”, or “SM”, as appropriate. You may use the Marks only in connection with the operation and promotion of the Franchised Business and only in the manner we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks or our right to use or to sublicense the use of the Marks. You must sign all documents that we require to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name, and you may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Mark on the Internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any user name on any gaming website or social networking website (such as FACEBOOK, INSTAGRAM, or TWITTER), whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works (defined below in Item 14), or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We will take whatever action we deem appropriate in our discretion. We have the right to direct and control any administrative proceeding or litigation or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. We or our affiliate has the right, but is not obligated, to take action against uses by others that may constitute infringement of the Marks or Copyrighted Works. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If we determine that you have used the Marks and Copyrighted Works properly, we will pay the cost of the defense, including the cost of any judgment or settlement. If we determine that you were using the Marks or Copyrighted Works improperly, you must pay the cost of the defense, including the cost of any judgment or settlement. In regard to any litigation under your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to any legal action. Unless the action is the result of your use of the Marks or Copyrighted Marks in a manner inconsistent with the terms of the franchise agreement, we will reimburse you for your out-of-pocket litigation costs in doing these acts.

We have the right to designate new, modified and/or replacement Marks for your use and to require you to use the new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with the directive, at your expense, within 60 days following your receipt of written notice of the change.

You will operate your Franchised Business so that it is clearly identified and advertised as “Ganso Aburado” Restaurant. You will use the trademark “Ganso Aburado” and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples and photographs of the same up on our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents or registered copyrights that are material to the franchise, and there are no

pending patent applications. We do claim copyright protection and proprietary rights in certain materials used in the System, including our recipes and procedures, menus, manuals, bulletins, correspondence and communications with our franchisees, training, advertising, and promotional materials, the content and design of our website, and other written materials under the operation of GANSO ABURADO Restaurants and the System (“Copyrighted Works”).

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the franchise agreement, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our copyrighted works on the Internet without our written permission. This includes display of the copyrighted works on commercial websites, gaming websites, and social networking websites (such as FACEBOOK, INSTAGRAM, or TWITTER).

You and your employees must maintain the confidentiality of all information contained in the Manual and other information that we consider confidential, proprietary or trade secret information. “Confidential Information” means all trade secrets, the standards, and other elements of the System; all customer information; all information contained in the Manuals; our proprietary recipes and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the franchise agreement, and all other information that we designate.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchised Business must be supervised on-premises by an individual you designate as your “Operations Manager.” If you are an individual, you will be the Operations Manager. If the franchisee is a business entity that only franchises one Franchised Business, we require that your Operations Manager maintain an ownership interest in the Franchised Business of not less than 10%, unless we consent otherwise. This interest may not be pledged, mortgaged, hypothecated, or be subjected to any lien, charge, or encumbrance, voting agreement, proxy, security interest or purchase right or option, without our consent.

Unless a Restaurant Manager is appointed, as discussed below, your Operations Manager must devote his or her full time and best efforts to the supervision of your operations under the franchise agreement and may not engage in any other business. He or she must satisfy our training requirements and our standards and must successfully complete our initial training program and must devote his or her full-time efforts to the management and operation of the Franchised Business. The Operations Manager must guaranty your performance under the franchise agreement. Your Operations Manager will be individually, jointly and severally bound by all of your obligations and the obligations of your other Owners under the franchise agreement (see Item 1).

You may, at your option and subject to our written consent, designate a Restaurant Manager to supervise your operations under the franchise agreement. Even if we permit you to designate a Restaurant Manager to supervise your operations under the franchise agreement, your Operations Manager remains ultimately responsible for the Restaurant Manager’s performance. The Restaurant Manager must devote his or her full time and best efforts to the supervision of your operations under the franchise agreement.

You must notify us promptly if your Operations Manager or Restaurant Manager cannot continue to serve or no longer qualifies as an Operations Manager or a Restaurant Manager. You will have 30 days from the date of the notice (or from any date that we independently determine the Operations Manager or Restaurant

Manager no longer meets our standards) to take corrective action. During that 30 day period, you must provide for interim management of your operations in compliance with the franchise agreement.

If the franchisee is a business entity, each Owner must sign a Guaranty and Personal Undertaking substantially in the form attached as Attachment D-1 to the franchise agreement and Attachment D to the development agreement. Any individual who attends our initial training program must sign a confidentiality and non-compete agreement substantially in the form attached as Attachment D-2 to the franchise agreement. You must have your Restaurant Manager and any other personnel whom we request who will have access to our training, sign covenants not to compete and agree to maintain the confidentiality of information they have access to through their relationship with you, in the form attached as Attachment D-2.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all menu items that we require, including the offer and sell of only those menu items that we have approved in the method and manner we determine including for dine-in, carry-out, catering, and delivery, which may include the use of third-party delivery service providers. You must prepare, package, and serve all menu items according to our recipes, standards, and procedures for preparation, presentation, and service as communicated to you from time to time via the Manual or other written directives. Our standards and procedures may include, without limitation, adherence to recipes (including use of prescribed ingredients and prescribed measure of ingredients), use of containers and paper goods bearing the Marks, packaging procedures, product holding times, and other standards for displaying for sale menu items and other merchandise. We may add, eliminate, or modify authorized goods and services, and we may modify standards and procedures, all in our sole discretion. We may also add, eliminate, or modify the use of pre-approved vendors and manufacturers providing goods and services. There are no contractual limitations on our rights to make these changes.

Menu items and other food and beverage products may be prepared only by properly trained personnel strictly according to our recipes, cooking techniques, and processes. We always have the right to approve or disapprove, in advance, all products and services that your Restaurant sells. We have the right to add or modify authorized items and services that you must offer and may withdraw our approval of previously authorized items and services. There are no limits on our rights to make these changes.

Currently we require all our franchisees to operate their restaurant at least 9 hours per day; however, this may vary depending on the location of your franchised business and whether you are operating a stand-alone unit or an in-line unit. We retain the right to change this minimum hour requirement upon 30 days' notice to you. Depending on the size of your premises, we require that you must, at all times, staff a minimum of 2 individuals to operate your Restaurant.

You must participate in all market research programs that we require, which includes test-marketing new products, purchasing a reasonable quantity of new products for test-marketing, and promoting the sale of the new products. You must provide us with timely reports and test results for all such programs. If we implement any loyalty, rewards or gift certificate programs, you must purchase and distribute all coupons, clothing, toys, gift certificates, cards, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by us for use in connection with each such program, promotion, or meal deal.

You may not cobrand with another concept, offer, utilize, or provide catering services (such as from a cart, kiosk, food truck, or other mobile unit) or delivery services (directly or through third parties such as UberEATS, DoorDash, Postmates, GrubHub, etc.) without our prior written consent. You may not ship Ganso Aburado products, regardless of the destination without our prior written consent, nor distribute Ganso Aburado products through wholesale channels, such as supermarkets, convenience stores, or other retailers, or through food service providers such as restaurants or airlines through in-flight services.

Brand Standards also may regulate curb-side delivery, home and business delivery and catering services, including your obligation to deliver products to customers, to engage with third-party food ordering and delivery systems that we approve, and to ring up and account for delivery and catering charges not included in the price of products only in the manner we permit.

We have the right to establish maximum, minimum, or other prices that you charge customers for products and services to the extent permitted by law.

You may not permit in the Restaurant any vending, gaming machines, payphones, automatic teller machines, Internet kiosks, or other mechanical or electrical devices, except for those we require or approve.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 2.1	The term of the franchise agreement begins on the Effective Date and expires, unless earlier terminated, on the date the Restaurant lease expires, or the 5th anniversary of the Effective Date, whichever is first to occur.
b. Renewal or extension of the term	Section 2.2	If you are in good standing and meet our requirements for renewal, you can renew for one additional five-year term.
c. Requirements for franchisee to renew or extend	Section 2.2	You must meet all required conditions to renew, including signing our then-current form of franchise agreement, which may be materially different than the original form of franchise agreement attached to this disclosure document. Other requirements include giving us notice of your intent to renew, compliance with your franchise obligations during the franchise term and at the time of renewal, satisfaction of monetary obligations, having the right to remain in possession of the Restaurant premises, renovation of the Restaurant to meet our then-current image requirements, compliance with our then-current training requirements, payment of the renewal fee, signing a general release.
d. Termination by Franchisee	No provision	Not Applicable
e. Termination by franchisor without cause	No Provision	Not Applicable
f. Termination by franchisor with cause	Article 13	We can terminate the franchise agreement for cause, or on account of the for-cause termination of any other franchise agreement between you and us. If you sign a Development Agreement, termination of your Development Agreement

Provision	Section in Franchise or Other Agreement	Summary
		does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your Development Agreement.
g. “Cause” defined – curable defaults	Sections 13.3, 13.4, 13.5, and 13.6	You have 10 days to cure a failure to obtain or maintain required insurance coverage; a failure to pay any amounts due to Franchisor; a failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute) or premises landlord; a failure to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations; your violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works; or your violation of any provision of this Agreement concerning the preparation, service, appearance or quality of Ganso Aburado. You have 30 days to cure non-compliance with laws and defaults not listed in Section 13.3.
h. “Cause” defined – non-curable defaults	Sections 13.1. and 13.2 Section 13.6	We can terminate without opportunity to cure upon the happening of certain bankruptcy or insolvency events, your conviction of a felony, knowingly maintaining false books or records, trademark misuse, failure to successfully complete training, failure to open the Restaurant by the required opening date, abandonment of the Restaurant, failure to maintain the right to operate the Restaurant, violation of confidentiality and non-competition covenants, failure to comply with regard to Crisis Management Events, offering unauthorized products or services, purchases from unapproved suppliers, repeated defaults (even if cured) in any time frame, and two or more default notices within 12 month time frame. We can terminate the franchise agreement if you default in your obligations to us or to our affiliates under any other agreement, including a multi-unit development agreement or another franchise agreement

Provision	Section in Franchise or Other Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Article 14	Stop operating your Restaurant and using the System's confidential methods, procedures, and techniques; pay amounts due and our damages and enforcement costs; and comply with confidentiality and non-competition covenants. You must cease use of our trademarks, de-identify the Restaurant premises, pay all amounts due to us, and return the Manuals to us. We may, at our option, assume all telephone numbers for the Restaurant. We may, at our option, assume your lease and/or purchase certain Restaurant assets. You must, at our option, cancel or assign to us your rights to any Internet websites or web pages or e-mail addresses which contain our Marks. See also "s" below
j. Assignment of contract by franchisor	Section 12.1	No restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Sections 12.2, 12.3, and 12.4	Includes transfer of the agreement or change in ownership of the franchisee entity
l. Franchisor's approval of transfer by franchisee	Section 12.4	Transfers require our prior written consent, which will not be unreasonably withheld. However, transfers that do not result in a change of control of the franchise entity may, subject to certain conditions described in the franchise agreement, be completed without our prior written consent
m. Conditions for franchisor approval of transfer	Section 12.4	You must be in compliance with franchise agreement and all other agreements. New franchisee: must qualify, complete training, sign a new franchise agreement in our then-current form (provided, that the term of the new franchise agreement will be the remaining term of the existing franchise agreement), and refurbish the Restaurant, as needed; sign a guaranty and a general release, pay the transfer fee, and if applicable our resale program fee, all monetary obligations to us must be satisfied; additional requirements apply to business entities. (see also "r" below).
n. Franchisor's right of first refusal to acquire franchisee's Franchised Business	Section 12.8	We can match any bona fide offer for your business
o. Franchisor's option to purchase franchisee's Franchised Business	Section 14.5	We have the option to purchase some or all of your leasehold improvements, furniture, inventory, supplies, equipment, furnishings and fixtures on expiration or termination of your franchise agreement.

Provision	Section in Franchise or Other Agreement	Summary
p. Death or disability of franchisee	Section 12.9	Same requirements as for transfer in “m” above, except there is no transfer fee and we do not have right of first refusal. If your interest is not transferred within six months following your (or a major member, partner or shareholder’s) death or legal incapacity, your franchise agreement may be terminated.
q. Non-competition covenants during the term of the franchise	Section 15.1	Neither you nor your Owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any restaurant that offers ramen defined as the sale of noodles, noodle-soups, soupless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item at any location within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in a restaurant that offers ramen defined as the sale of noodles, noodle-soups, soupless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item at your former Restaurant location or within a 10-mile radius of your former Restaurant or within a 10-mile radius of any other Ganso Aburado Restaurant for two years following expiration, termination or transfer.
s. Modification of the agreement	Sections 18.1 and 18.2	Must be in writing and signed by all parties
t. Integration/merger clause	Sections 18.1 and 18.2	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Nothing in this agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

Provision	Section in Franchise or Other Agreement	Summary
u. Dispute resolution by arbitration or mediation	Sections 19.2 and 19.3	Claims, controversies, or disputes from or relating to the franchise agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information. If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration
v. Choice of forum	Sections 19.2, 19.3, and 19.4	Mediation and arbitration at the AAA offices located in the city where our principal business office is located at the time mediation and/or arbitration occurs. Venue for any other proceeding is the courts in the county in which we maintain our principal business office (subject to applicable state law)
w. Choice of law	Section 19.1	Texas law applies without giving effect to any conflict of laws principles (subject to applicable state law).

DEVELOPMENT AGREEMENT

	Provision	Section in the Development Agreement	Summary
a.	Length of the agreement term	Section 2.1	The period beginning on the effective date and ending on the earlier of: (1) the date on which you have completed your development obligations, or (2) 12:00 midnight CST on the last day specified in the development schedule described in <u>Attachment B</u> of the development agreement.
b.	Renewal or extension of the term	Section 4.4	Unless we consent in writing, you may not open more than the total number of Restaurants comprising your development obligation. You do not have the right to renew your development agreement.
c.	Requirements for developer to renew or extend	Not applicable	Not applicable.
d.	Termination by developer	Not applicable	Not applicable.
e.	Termination by the franchisor without cause	Not applicable	Not applicable.
f.	Termination by the franchisor with “cause”	Sections 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6	We can terminate if you materially default under your development agreement, an individual franchise agreement, or any other agreement between you or your affiliate and us. In the event of the death or permanent incapacity of an owner, we may terminate if you fail to adhere to the applicable transfer requirements. We can terminate if you have repeated defaults under your development agreement (even if cured) in any time frame, and two or more default notices within 12 month time frame of your

	Provision	Section in the Development Agreement	Summary
			development agreement.
g.	“Cause” defined - curable defaults	Sections 9.3, 9.4, 9.5, and 9.6	You have 10 days to cure a failure to pay fees and 30 days to cure any other default, and in the case of a breach or default in the performance of your obligations under any franchise agreement or other agreement between you and us, the notice and cure provisions of the franchise agreement or other agreement will control. You have six months to transfer the interest of an owner in the event of death or permanent incapacity.
h.	“Cause” defined – non-curable defaults	Sections 9.1 and 9.2 Section 9.6	Non-curable defaults: unapproved transfers; failure to meet development obligation; any breach of confidentiality or unfair competition described in Section 10; cross defaults, bankruptcy, foreclosure, insolvency, conviction of a felony, unapproved transfers, misrepresentations in your application, and/or repeated defaults, even if cured. We can terminate the franchise agreement if you default in your obligations to us or to our affiliates under any other agreement, including any franchise agreement
i.	Developer’s obligations on termination/non- renewal	Section 2.2 and 10.2	You will have no further right to develop or operate additional Ganso Aburado Restaurants which are not, at the time of termination, the subject of a then existing franchise agreement between you and us. You may continue to own and operate all Ganso Aburado Restaurants under then existing franchise agreements; if you have no existing Ganso Aburado Restaurants at the time of termination or non-renewal you must honor all post-termination obligations.
j.	Assignment of contract by franchisor	Section 8.1	No restrictions on our right to assign.
k.	“Transfer” by Developer – defined	Section 8.2	Includes transfer of the agreement, changes in ownership of the entity which is a party to the agreement and transfers of assets. No shares of a Franchisee which is a business entity may be offered for sale through the public offering of securities. Shares may be offered by private offering with our prior written consent
l.	Franchisor approval of transfer by Developer	Section 8.4	Transfers require our prior written consent, which may be withheld for any reason, in our sole subjective judgment. However, transfers that do not result in a change of control of you may, subject to certain conditions described in the development agreement, be completed without our prior written consent
m.	Conditions for franchisor approval of transfer	Section 8.4	You may not transfer any franchise agreement signed under the development agreement except with our written consent and a simultaneous

	Provision	Section in the Development Agreement	Summary
			assignment of the development agreement and all of the franchise agreements signed under the development agreement to the same assignee. You must pay the applicable transfer fee and sign a general release.
n.	Franchisor's right of first refusal to acquire Developer's business	Section 8.9	We can match any offer to purchase your business
o.	Franchisor's option to purchase Developer's business	Not Applicable	Not applicable
p.	Death or disability of Developer	Sections 10.1	Same requirements as for a transfer in "m" above. If your interest is not transferred within six months following your (or a major member, partner or shareholder's) death or legal incapacity, your development agreement may be terminated.
q.	Non-competition covenants during the term of the agreement	Section 15.1	Neither you nor your owner may have any involvement in any business that offers ramen as a primary menu item (other than a Ganso Aburado Restaurant operated under a valid franchise agreement with us) located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.
r.	Non-competition covenants after the Agreement is terminated or expires	Section 10.2	Except for the Ganso Aburado Restaurants you have developed and continue to operate under a valid franchise agreement with us, neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in a restaurant that offers ramen as a primary menu item at your former Restaurant location or within a 10- mile radius of your former Restaurant or within a 10-mile radius of any other Ganso Aburado Restaurant for a period of two years following expiration, termination or transfer.
s.	Modification of the Development Agreement	Section 13.1 and 13.2	Must be in writing and signed by all parties
t.	Integration/merger clause	Section 13.1	Only the terms of the development agreement and other related written agreements are binding (subject to state law). Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits or amendments. Any representations or promises made outside the Franchise Disclosure Document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 14.2	Claims, controversies, or disputes from or relating to the development agreement must be mediated, except for actions seeking injunctive relief and

	Provision	Section in the Development Agreement	Summary
			actions we bring which are related to or based on our Marks or Confidential Information. If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration
v.	Choice of forum	Section 14.3 and 14.4	Mediation and arbitration at the AAA offices located in the city where our principal business office is located at the time mediation and/or arbitration occurs. Venue for any other proceeding is the courts in the county in which we maintain our principal business office (subject to applicable state law).
w	Choice of law	Section 14.1	Texas law applies without giving effect to any conflict of laws principles (subject to state law).

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) 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.

Except for the information presented above, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jun Hirano Ganso Aburado USA Franchise LLC, 838 Walker Road Suite 21-2, Dover Kent, DE 19904, ml-kaigaikaihatsu@gift-group.co.jp, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2022 TO 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table No. 2

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR YEARS 2022 TO 2024**

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3
STATUS OF FRANCHISE OUTLETS
FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2024

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	2	0
Texas	0	1	0
TOTALS	0	3	0

Attached to this disclosure document as Exhibit D is a list of our current franchisees and a list of our former franchisees, if any, as of December 31, 2024. No franchisee has had an outlet terminated, cancelled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under a franchise agreement

during the most recently completed fiscal year or has not communicated with us within 10 weeks of the disclosure document issuance date.

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 agreements during the last three years. Currently, there are no trademark specific franchisee associations.

ITEM 21 FINANCIAL STATEMENTS

Exhibit A contains our audited balance sheet as of December 31, 2024, and the related statements of operations, changes in stockholders' equity, and cash flows for the years then-ended.

Our fiscal year ends December 31st. We have not been in business for three or more years and cannot provide all financials as required by this item.

ITEM 22 CONTRACTS

Attached as Exhibit B is our current form of Franchise Agreement and Attachments.

Attached as Exhibit C is our current form of Development Agreement and Attachments.

Attached as Exhibit F is our current form of Franchisee Disclosure Questionnaire.

Attached as Exhibit H is our current form of the General Release (sample form only).

ITEM 23 RECEIPTS

Attached as Exhibit K are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt.

EXHIBIT A
FINANCIAL STATEMENTS
TO GANSO ABURADO USA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT

GANSO ABURADO USA FRANCHISE, LLC

FINANCIAL STATEMENT

DECEMBER 31, 2024

GANSO ABURADO USA FRANCHISE, LLC
DECEMBER 31, 2024

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*Certified Public Accountants and Advisors
A PCAOB Registered Firm
713-489-5635 bartoncpafirm.com Cypress, Texas*

INDEPENDENT AUDITOR'S REPORT

To the Management and Members of
Ganso Aburado USA Franchise, LLC

Report on the Audit of the Financial Statement

Opinion

We have audited the accompanying financial statement of Ganso Aburado USA Franchise, LLC, which comprise of the balance sheet as of December 31, 2024, and the related notes to the financial statement. The audit was limited to the balance sheet and no opinion is expressed on the related statement of operations, changes in member's equity, cash flows or other financial statements.

In our opinion, the above mentioned accompanying financial statement presents fairly, in all material respects, the financial position of Ganso Aburado USA Franchise, LLC as of December 31, 2024, and the results of its operations and its cash flows as of such date 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the financial statements section of our report. We are required to be independent of Ganso Aburado USA Franchise, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter Regarding Going Concern

The accompanying financial statement has been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statement, the Company has yet to commence its intended operations and requires capital to develop and operate its intended business, which raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statement does not include any adjustments that might result from the outcome of this uncertainty.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Ganso Aburado USA Franchise, LLC's ability to continue as a going concern for one year after the date that the financial statement is issued or when applicable, one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ganso Aburado USA Franchise, LLC'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 Ganso Aburado USA Franchise, LLC'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 audits.

Barton CPA PLLC

Cypress, Texas
January 30, 2025

GANSO ABURADO USA FRANCHISE LLC
BALANCE SHEET

December 31, 2024

ASSETS

Current assets

Cash and cash equivalents	\$ 100,000
Total current assets	<u>100,000</u>
 Total assets	 <u>\$ 100,000</u>

LIABILITIES AND MEMBER'S EQUITY

Current liabilities

Accounts payable	\$ -
Due to affiliate	<u>3,067</u>
Total current liabilities	<u>3,067</u>
 Total liabilities	 <u>3,067</u>

Member's equity

Member's equity	<u>96,933</u>
 Total member's equity	 <u>96,933</u>
 Total liabilities and member's equity	 <u>\$ 100,000</u>

See accompanying notes to the audited financial statement

GANSO ABURADO USA FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENT
DECEMBER 31, 2024

NOTE 1: Nature of operations and going concern

Nature of the business

Ganso Aburado USA Franchise, LLC (the "Company"), was formed in the State of Delaware on November 4, 2024. The Company is part of a group of Japanese restaurants that is planning to franchise restaurants in the United States. The Company's headquarters is located in Newark, Delaware. The Company is 100% owned by Gift USA Franchise, Inc.

Risks and uncertainties

The Company's business and operations are sensitive to general business and economic conditions in the United States along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: recession, downturn or otherwise, government policy changes, availability of a qualified human capital, consumer trends, and negative press. These adverse conditions could affect the Company's financial condition and the results of its operations.

Going concern

The financial statement has been prepared on a going concern basis, which implies that the Company will continue to realize its assets and discharge its liabilities in the normal course of business. As of the date of this filing the Company has yet to commence its intended operations and requires capital to develop and operate its intended business. These above matters raise substantial doubt about the Company's ability to continue as a going concern. During the next 12 months, the Company intends to fund its operations through related party advances. There are no assurances that management will be able to raise capital on terms acceptable to the Company. If we are unable to obtain sufficient amounts of additional capital, we may be required to reduce the scope of our planned development, which could harm our business, financial condition and operating results. The financial statement does not include any adjustments that might result from these uncertainties.

NOTE 2: Summary of significant accounting policies

Basis of presentation

The financial statement has been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") on the accrual basis, in which income is recognized when earned and expenses are recognized when incurred. The Company's year-end is December 31.

Use of estimates

The preparation of the financial statement in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

GANSO ABURADO USA FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENT
DECEMBER 31, 2024

NOTE 2: Summary of significant accounting policies (continued)

Cash and cash equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Start-up costs

In accordance with ASC 720-15-20, *Start-Up Activities*, the Company expenses all costs incurred in connection with start-up and organization of the Company.

Income taxes

The Company is a limited liability company ("LLC") classified as a partnership for federal income tax purposes, which provides for profits and losses to be reported at the individual member level for income tax purposes. As of December 31, 2024, the Company does not have any entity-level uncertain tax positions. The Company does not file income tax returns in the U.S. federal jurisdiction.

Revenue recognition

The Company has adopted ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). At December 31, 2024, there was no revenue recorded.

Under ASC 606, the Company recognizes revenue by applying the following steps:

- (1) identify the contract with a customer;
- (2) identify the performance obligations in the contract;
- (3) determine the transaction price;
- (4) allocate the transaction price to each performance obligation in the contract; and
- (5) recognize revenue when each performance obligation is satisfied.

The company is still in pre-revenue stage. The company is an operating company for Gift USA Franchise Inc, the parent company. Gift USA Franchise Inc owns restaurant brands in Japan, and created this entity in the USA to franchise its restaurant model in USA, and plans to earn royalties from franchisees.

Recent accounting pronouncements

No recent accounting pronouncements are believed by management to have a material impact on the Company's present financial statement.

NOTE 3: Commitments and contingencies

Legal

The Company is not currently involved with and does not know of any pending or threatening litigation against the Company.

GANSO ABURADO USA FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENT
DECEMBER 31, 2024

NOTE 4: Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities.

On November 27, 2024, the company received a contribution of \$100,000 from Gift USA Franchise, Inc in exchange of 100% ownership of the Company.

At December 31, 2024, the Company has \$3,067 due to Gift USA Franchise, Inc for start up cost paid by Gift USA Franchise Inc, on behalf of the Company.

NOTE 5: Member's equity

The Company received a \$100,000 contribution from Gift USA Franchise, Inc., a related party, as of December 31, 2024.

NOTE 6: Subsequent events

The Company has evaluated all events that have occurred after the balance sheet date through January 31, 2025, the date this financial statement was available to be issued. Based upon the evaluation, the Company did not identify any additional recognized or non-recognized subsequent events that would have required adjustment or disclosure in the accompanying financial statement.

EXHIBIT B
FRANCHISE AGREEMENT

TO THE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC

GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT



**FRANCHISE AGREEMENT
SUMMARY PAGE**

EFFECTIVE DATE: _____

EXPIRATION DATE: 5th anniversary of the Effective Date

FRANCHISEE(S): _____

TYPE OF BUSINESS ENTITY: _____

OPERATIONS MANAGER: _____

 Telephone Number: _____

 Email Address: _____

SITE SELECTION AREA: _____

INITIAL FRANCHISE FEE: \$30,000

ROYALTY FEE: 4% of Gross Revenues

BRAND DEVELOPMENT FEE CONTRIBUTION: An amount Franchisor designates periodically, (refer to Section 9.3.1), currently 1%.

LOCAL MARKETING EXPENDITURE: up to 1% of Gross Revenues

RENEWAL FEE: \$10,000

TRANSFER FEE: \$2,500 for transfer from an individual franchisee to an entity controlled by the individual, but will be waived if transfer occurs during the first 12 months of this agreement (Individual to Business Entity, Section 12.2)

 \$1,500 (among owners; Non-Controlling Interest, Section 12.3)

 \$10,000 (Transfer of Franchised Business or Controlling Interest, Section 12.4)

FRANCHISOR: Ganso Aburado USA Franchise LLC
838 Walker Road, Suite 21-2,
Dover Kent, DE 19904
Attention: Manager

Franchisor Initial

Franchisee Initial

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GANSO ABURADO USA LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date reflected in the Summary Pages (“**Effective Date**”) by and between Ganso Aburado USA Franchise LLC, a Delaware limited liability company (“**Franchisor**”), and the franchisee identified in the Summary Pages (“**you**”).

A. Franchisor has acquired the license to use and to sublicense the use of a distinctive system relating to the establishment and operation of a dine-in and take-out restaurant that features umami mixed ramen commonly referred to as Abura-soba or soupless ramen with specially crafted noodles, seasonings, sauces and specialty made beverages, soft drinks, and related items under the name Ganso Aburado (“**System**”).

B. The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design, decor, color scheme, graphics, fixtures and furnishings, our proprietary recipes, procedures for preparing, packaging, and serving menu items, operation and customer service standards and procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques, and procedures that Franchisor designates for developing, operating, and managing a Ganso Aburado Restaurant, all of which Franchisor may change, improve, and further develop (collectively, “**Standards**”).

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark GANSO ABURADO and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (“**Marks**”).

D. Franchisee desires to enter into the business of operating a restaurant under the System and Marks (“**Restaurant**” or, sometimes, “**Ganso Aburado Restaurant**”) and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1 Grant

1.1.1. Subject to the provisions of this Agreement, Franchisor hereby grants you the nonexclusive right to continuously operate a Ganso Aburado Restaurant at the franchised location identified (or to be identified) in Attachment B (“**Franchised Location**”), and to use the Marks in the operation and promotion of the Restaurant (the “**Franchised Business**”). To the extent that Franchisor may expand its service offerings to provide catering and delivery services, Franchisee has the right to provide such services in such area that Franchisor may authorize according to the terms of this Agreement and Franchisor’s then-current standards, policies and procedures. Franchisee hereby undertakes the obligation and agrees to continually operate the Franchised Business during the term hereof and strictly according to the terms and conditions of this Agreement.

1.1.2. Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the full right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the Franchise System for any franchisee. Franchisee has no right to require us to grant you a similar variation or accommodation. Franchisor has the right to develop, operate, and change the Franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our

judgment of what is best for us, Ganso Aburado franchisees generally, or the Franchise System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest. Franchisee acknowledges and agrees that this exercise of our business judgement is not reviewable by a judge or arbitrator.

1.1.3. Franchisee does not have the right, among other things, to: (a) sublicense the use of the System or Marks, (b) to cobrand with another concept, (c) to provide on-site catering services (such as from a cart, kiosk, food truck or other mobile unit, or customer location) without Franchisor's prior written consent, (d) to provide delivery services, directly or through third parties (such as UberEATS, DoorDash, Postmates, GrubHub, etc.) without Franchisor's prior written consent, or (e) delivery and catering services, including your obligation to deliver products to customers, to engage with only the third-party food ordering and delivery systems we approve, and to ring up and account for delivery and catering charges not included in the price of products only in the manner we permit; or (f) to distribute Ganso Aburado products through wholesale channels, such as supermarkets, convenience stores or other retailers, or through food service providers such as restaurants or airlines through in-flight services.

1.1.4 Franchisor may at any time, in our sole discretion, require you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks. Franchisee agrees to comply with our directions within a reasonable time after receiving notice of such changes. Franchisor is not required to reimburse Franchisee for any costs or expenses associated with making such changes, for any loss of revenue due to any modified or discontinued Mark, or for your expenses in promoting a modified or substitute trademark or service mark.

1.2. Protected Area. During the term of this Agreement, Franchisor shall not own or operate, or grant anyone else the right to operate, a Ganso Aburado Restaurant within the Protected Area identified in Attachment B (which excludes Captive Markets, as defined in Attachment A and any reserved rights pursuant to this agreement).

1.3. Reservation of Rights. Franchisor reserves to itself all other rights in and to use the Marks, including the right: (a) to own and operate and to grant others the right to own and operate Ganso Aburado Restaurants outside the Protected Area; (b) to operate Ganso Aburado Restaurants and license the use of the Marks and System in Captive Markets within and outside the Protected Area; and (c) the right to distribute products and services identified by the Marks, such as pre-packaged products, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales, and/or the Internet. Franchisor further retains the right to operate and to grant others the right to operate similar or competing businesses under a different trademark inside and outside the Franchisee's Protected Area per Section 1.4 below. The Franchised Business' activities are confined to retail transactions only. Franchisee shall not enter into any wholesale transactions without first obtaining Franchisor's written consent, which may be withheld at Franchisor's sole discretion. A "wholesale" transaction is defined as any sale of five or more products or services (regardless of stage of completion) to a customer whose purpose is to, in turn, offer such products or services for resale to a third-party. Sale of products includes sale of uncooked or otherwise products to wholesale customers. Conducting wholesale transactions without Franchisor's prior written approval is a material breach of the franchise agreement, for which we may terminate this Agreement without an opportunity to cure.

1.4. Right to Operate Businesses Under Different Marks. Nothing in this Agreement prohibits or restricts Franchisor from owning, acquiring, establishing, operating, or granting franchise rights for one or more other businesses under a different trademark or service mark (i.e., a mark other than GANSO ABURADO), whether or not the business is the same as or competitive with Ganso Aburado Restaurants.

1.5. No Affiliate Liability. Franchisee acknowledges and agrees that none of our past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, parents, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by

reason of the relationship between you and us, or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

1.6. Franchisee May Not Withhold Payments. Franchisee may not withhold payment of any amounts owed to us or our affiliates due to our alleged nonperformance of our obligations under this Agreement or for any other reason. Franchisee specifically waives any right you have at Law or in equity to offset any monies you owe us or our affiliates or to fail or refuse to perform any of your obligations under this Agreement.

2. TERM

2.1. Initial Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire, the earlier of (i) midnight on the day preceding the fifth (5th) anniversary date of the Effective Date (the “Term” or the “Initial Term”), or (ii) the Restaurant lease expires, unless this Agreement has been sooner terminated in accordance with the terms and conditions herein.

2.2 Renewal. Franchisee may renew the franchise granted by this Agreement for one additional five-year term if, at the end of each term, each of the following conditions has been satisfied: (a) franchisee has notified Franchisor of your intent to renew the franchise no less than 6 months and no more than 9 months before the then-current term expiration date; (b) franchisee is not in default of any material provision of this Agreement and you have complied with the materials terms and conditions of this Agreement throughout the term; (c) franchisee has satisfied all monetary obligations owed to Franchisor, its Affiliates and third party suppliers; (d) franchisee has renovated and refurbished the Restaurant premises so that they reflect Franchisor’s then-current image, trade dress, equipment, and furnishings requirements; (e) franchisee has the right to remain in possession of the Restaurant premises, or has secured an alternate site with Franchisor’s prior approval; (f) franchisee complies with the then-current qualifications and training requirements; (g) franchisee signs Franchisor’s then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement, and each Owner executes a guaranty and personal undertaking in the form Franchisor prescribes; (h) franchisee and each Owner sign a general and full release in favor of Franchisor and its Affiliates, and their respective, officers, directors, shareholders, members, managers, employees, and agents, of any claims arising out of or related to the franchise relationship including the offer and sale of the Ganso Aburado franchise opportunity; (i) the Renewal Fee (if applicable), in the amount specified in the Summary Pages, has been paid; and (j) the Franchisee shall change or modify any trademarks or franchised location pursuant to this Agreement.

2.3 Operation after Expiration of Term/Holdover. If this Agreement expires and Franchisee continues to operate the Ganso Aburado Restaurant after expiration, Franchisor may, at its option declare Franchisee to be holding over. In such event, the terms of this Agreement will govern the parties’ relationship, provided that: (a) either party may terminate the relationship at any time during the holdover period, for any reason or for no reason, by delivering to the other party written notice of termination; and (b) the Royalty Fees due and payable during such holdover period shall be 150% of the Royalty Fees due and payable under this Agreement.

3. SITE SELECTION, CONSTRUCTION; RESTAURANT LOCATION

3.1 Site Selection. Franchisee must identify and acquire a site for the Restaurant within 90 days after the Effective Date of this Agreement. The site must be located within the Site Selection Area identified in the Summary Pages, meet Franchisor’s then-current site selection criteria, and must otherwise be mutually acceptable to Franchisee and to Franchisor. If required, Franchisee must use the services of a designated tenant representative consulting firm and pay any fees imposed by the firm. Although Franchisor or its tenant representative may propose sites for your consideration, Franchisee understands that site selection is solely franchisee’s choice and ultimate responsibility. Franchisor does not generally own the premises nor lease to prospective franchisees.

3.2 Franchise Site Application. For each proposed site that you identify, Franchisee must deliver to Franchisor a completed franchise site application in a form Franchisor prescribes, including such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things: a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. Franchisor will permit or refuse to permit development of the Restaurant at the proposed site within 30 days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time period shall not be considered approval. The parties acknowledge and agree that Franchisor's permission to develop the Restaurant at a particular site is not an assurance that the Restaurant will achieve a certain sales volume or level of profitability; it means only that the proposed site meets Franchisor's minimum criteria for a Ganso Aburado Restaurant.

3.3 Lease. If you will occupy the Franchised Location under a lease with a third-party landlord, Franchisor has the right to approve the lease terms and the lease shall not be signed until it has been reviewed and approved by Franchisor. The parties acknowledge and agree that Franchisor's approval of a lease does not mean that the economic terms of the lease are favorable, only that the lease contains the lease terms that Franchisor requires. The lease also must contain the terms reflected in Attachment F, including Franchisor's option to assume the lease in the event of expiration or termination of this Agreement. The Lease Rider includes important provisions that protect Franchisor interests. If the landlord refuses to sign the Lease Rider in the form attached to this Agreement, Franchisor may reject the proposed location. You shall provide to Franchisor a fully executed copy of the lease within 10 days after its execution.

3.4 Restaurant Design and Build-out. Franchisee shall follow Franchisor's procedures for Restaurant construction and build-out and shall construct and build-out the Restaurant according to Franchisor's standards and specifications for design, decor and layout. Franchisee shall equip the Restaurant according to Franchisor's requirements for fixtures, furnishings, equipment, interior and exterior signage, artwork and graphics, and awnings. Franchisee is solely responsible for obtaining all government approvals, zoning classifications, permits, and clearances related to the Restaurant and for complying with applicable requirements of the Americans with Disabilities Amendments Act. During construction, Franchisee must maintain general liability and property damage insurance of the type and with the limits Franchisor requires, protecting you, Franchisor, and its Affiliates, and their respective partners, shareholders, directors, agents, and employees. Such policy or policies shall be written by a responsible insurer or insurers acceptable to Franchisor and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates, and their respective partners, shareholders, directors, agents, and employees. Franchisee shall notify Franchisor in writing when construction begins, and thereafter shall provide a monthly progress report. Franchisor and its designees have the right to inspect the site at all reasonable times. Franchisor may request additional information regarding the status of the construction, approvals, and permits required for Franchisee to open and operate the Restaurant.

3.5 Opening. When a site is identified, the parties will mutually agree on an opening date ("Opening Date"), which shall be no later than 12 months after the Effective Date, and will be reflected on Attachment B or in any other form of written communication from Franchisor that defines the Opening Date, and such Opening Date will dictate for purposes of this Agreement. The Restaurant must be open by the Opening Date. Franchisee may open the Restaurant for business only with prior written permission of Franchisor, which will be granted only if: (a) all amounts due Franchisor under this Agreement have been paid; (b) the Restaurant has been constructed and equipped according to Franchisor's standards and specifications; (c) all of your pre-opening and training obligations have been satisfied; (d) Franchisor has received from you a signed ACH Authorization (Attachment E); (e) Franchisor has received from you a fully executed copy of your Restaurant lease containing the mandatory lease terms described in Attachment F; (f) Franchisor has received from you certificates of insurance as required by Article 11; and (g) franchisee is otherwise in good standing under this Agreement. If you fail to comply with your obligation to identify a site that is

acceptable to us, develop, and open the franchised business by the Opening Date, and unless we agree to extend the deadline in writing, you will be in default and we may elect to terminate your franchise agreement. Franchisor is not obligated to assist you in conforming the premises of your retail site to local ordinances and building codes and obtaining any required permits to operate your Restaurant. This will be your responsibility.

If Franchisee is unable to open the Restaurant within 365 days from the Effective Date, Franchisor may, but is not obligated to, extend your Opening Date deadline if Franchisee has sent an extension request to Franchisor, in writing, at least 60 days prior to the 365 day deadline from the Effective Date. If Franchisee fails to open the Restaurant by the Opening Date, and/or does not request and/or Franchisor does not receive an extension request, Franchisor may unilaterally terminate this Agreement. Franchisee acknowledges and agrees that any initial fees paid by the Franchisee pursuant to this Agreement shall be non-refundable upon termination.

3.6 Relocation. Franchisee may relocate the Restaurant only with Franchisor's prior written consent. Franchisor will grant its consent if your lease expires or terminates through no fault of your own, or if the Restaurant premises is destroyed or materially damaged by fire, flood, Force Majeure or other natural catastrophe ("Innocent Loss or Casualty") and Franchisee is not in default of this Agreement or any other agreement between you and Franchisor. Selection of the relocation site and Restaurant construction, renovation, and opening shall be governed by this Article 3; provided that if the relocation occurred as a result of the loss of an Innocent Loss or Casualty, the Restaurant must be open for business at the new location within six months of closing at the previous location and if the relocation occurred for any other reason, the Restaurant must be open for business at the new location within five days of closing at the previous location. Franchisor may, in its sole discretion, assist you in the site transfer and may offer assistance in, but is not limited to, coordinating suppliers for the new location, training of new staff, and marketing planning assistance. Franchisee is solely responsible for all relocation costs and expenses. If Franchisor provides any assistance, Franchisee must reimburse Franchisor, upon demand, for all out-of-pocket costs that it incurs in connection with providing such assistance.

3.7 BY VIRTUE OF COMMENCING OPERATIONS OF YOUR GANSO ABURADO RESTAURANT, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS FULFILLED ALL OF THE OBLIGATIONS THAT FRANCHISOR IS REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR RESTAURANT.

4. FEES

4.1 Initial Franchise Fee. Upon execution of this Agreement, Franchisee shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages, which is fully earned and nonrefundable upon payment.

4.2. Royalty Fees. During the Term of this Agreement, Franchisee shall pay to Franchisor a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks.

4.3. Technology Fee. The parties acknowledge and agree that the technological environment is rapidly changing and that it is difficult to anticipate the cost of developing, acquiring, implementing, and licensing Internet and communications technologies that may benefit franchisees of the System. Accordingly, in addition to the Royalty Fee, Franchisor reserves the right to impose a Technology Fee in an amount determined by Franchisor but which shall not exceed a defined amount in any calendar year ("Technology Fee Cap"). For the calendar year in which this Agreement becomes effective, the Technology Fee Cap is approximately \$500 per month or \$6,000 per calendar year. The Technology Fee Cap shall increase automatically each calendar year by an amount not to exceed 10% of the prior year's Technology Fee Cap. Franchisee agrees to pay the Technology Fee according to the terms prescribed by Franchisor.

4.4. Advances, Purchases, and Reimbursements. In addition to all other payments provided in this

Agreement, Franchisee shall pay Franchisor and its Affiliates promptly when due all amounts advanced by Franchisor or for which Franchisor has paid, or for which it has become obligated to pay on your behalf for any reason whatsoever; and Franchisee shall pay all amounts due to Franchisor, its Affiliates, or third-party suppliers, for the purchase of products, supplies or services relating to the Franchised Business. If Franchisor or an Affiliate of Franchisor elects to compensate a customer for a negative experience according to Section 6.1(f), Franchisee must reimburse the amount of such payment.

4.5. No Set-off Rights. Franchisee may not set-off, deduct, or otherwise withhold any fees or other amounts due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor of any of its obligations or for any other reason. Withholding payment of Royalty Fees or any other amounts due to Franchisor is a material breach of this Agreement.

4.6 Accounting Period. Franchisor has the right to define applicable accounting periods, for purposes of calculating and paying amounts due under this Agreement. Each period, which may be defined in terms of days, weeks, or months, in Franchisor's sole discretion, will be considered an "Accounting Period" for all purposes under this Agreement. Franchisor has the right to change or modify the definition of an Accounting Period, in its discretion, for the entire Ganso Aburado franchise system, generally, or for you, individually, if Franchisee fails to comply with this Agreement. Franchisor shall provide Franchisee at least 30 days advance written notice of any change in Accounting Period affecting the Ganso Aburdao franchise system, or at least 30 days advance written notice of any change in Accounting Period affecting you, individually, based on your noncompliance under this Agreement. Franchisee shall make all changes necessary to conform to such change or modification.

4.7 Payment Terms and Procedures. All payments required by this Agreement shall be paid within the time Franchisor specifies ("Due Date"). If the Due Date is not a Business Day, then payment shall be due on the next Business Day. Franchisor shall determine the amount of the Royalty Fee and other amounts due under this Agreement by accessing and retrieving Gross Revenues data from your computer system, as permitted by Article 10. On each Due Date, Franchisor will transfer from your commercial bank operating account ("Account") the fees and Brand Development Fee contributions due and owing. If Franchisee has not reported Gross Revenues for any reporting period, or if Franchisor determines that Franchisee has underreported Gross Revenues, Franchisor also has the right to transfer from the Account, at its option, an estimated Royalty Fee and Fee contribution, which such estimate shall be based on the prior amounts until sufficient documentation exists to prepare an accurate reconciliation. Any underpayments will bear interest according to Section 4.9, below. Any overpayment will be credited against future payments due under this Agreement.

4.8 Electronic Fund Transfer. Franchisee shall participate in Franchisor's then-current electronic funds transfer program. To this end, you shall: (a) comply with Franchisor's procedures, as specified in the Manual, or otherwise in writing; (b) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 4.8; (c) execute and deliver to Franchisor a form authorizing Franchisor to collect the Royalty Fee and all other amounts due under this Agreement; and (d) make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof. Notwithstanding the provisions of this Section 4, Franchisor reserves the right to modify, at its option, the method by which Franchise pays the Royalty Fee and other amounts owed under this Agreement upon receipt of written notice by Franchisor. Franchisee failure to have sufficient funds in the Account is a material breach of this Agreement.

4.9 Interest; Nonsufficient Funds Charge. Any other payments not received by Franchisor by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Restaurant operates, whichever is less. If any check, draft, electronic or otherwise, is returned for insufficient funds, you shall pay to Franchisor a nonsufficient funds charge in the amount of

\$100 (which may be increased each year by an amount not to exceed 10% of the then-current amount) and reimburse Franchisor for all expenses that it incurs on account of such nonsufficient funds.

4.10 Partial Payments; Application of Payments. If Franchisee pays less than the amount due, the payment will be considered a partial payment on account. Franchisor may accept such payment as a partial payment, irrespective of any endorsement or other statement that the payment constitutes full payment. Franchisor's acceptance of such partial payment will not be considered a waiver of any of its right to demand or receive full payment, and you hereby waive any estoppel defense in this regard. Franchisor may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment. Franchisee acknowledges and agrees that nothing in this Agreement consents to late or untimely payments; failure to pay all amounts when due shall be considered a material breach and may result in termination of this Agreement.

4.11 Payment of Taxes. If any tax is imposed on payment owed to Franchisor (other than a tax imposed on Franchisor's net income), then Franchisee shall be responsible and shall pay the tax in addition to its current payment obligation, the intent being that Franchisor shall receive all payments in full, as if no such tax had been imposed.

4.12 Default Fee. If Franchisee is in default under this Agreement, at Franchisor discretion, and without waiver of any of our rights under this Agreement, Franchisor may impose a fee ("Default Fee") in an amount up to \$1,500 per event of default, plus the cost of re-inspections and the costs enforcing compliance. Franchisee must pay the Default Fee within 3 days of our demand.

5. TRAINING AND ASSISTANCE

5.1 Initial Training. Before the Franchisee may open the Restaurant for business, Franchisor will provide, and your Operations Manager must attend and complete to Franchisor's satisfaction, Franchisor's initial training program. Franchisee acknowledges that a portion of the initial training program shall be held at our home office in Tokyo, Japan and the remainder of the training conducted at a location and at a time that Franchisor designates. Franchisor anticipates up to three individuals, including your Operations Manager and Owner (and/or Restaurant Manager if applicable), will attend Franchisor's initial training program. At your request, Franchisor may permit additional individuals to attend the same training program, subject to space availability and payment of a reasonable tuition. Franchisee is responsible for all costs and expenses of complying with Franchisor's training requirements including, without limitation, tuition and registration costs, salary, travel, lodging, and dining costs for all who participate in the training.

5.2 Restaurant Opening Assistance.

5.2.1 In Franchisor's sole discretion, Franchisor may provide Franchisee on-site Restaurant opening assistance for a minimum of fifteen days. If this Agreement is being signed in conjunction with Franchisee's first Ganso Aburado Restaurant, Franchisor will make available up to 3 individuals to provide opening assistance. Franchisee must reimburse Franchisor for all travel, lodging, dining, wages, and other costs incurred for these individuals to provide assistance. At your request, or if Franchisor deems it necessary, Franchisor shall provide additional on-site opening assistance, subject to availability of personnel. In such event, Franchisor has the right to charge (and Franchisee agrees to pay) a per diem fee of \$200 per representative providing such assistance per day, and you must reimburse Franchisor for all out-of-pocket costs that it incurs in connection with providing such additional assistance, including travel, lodging, and dining costs for the individual(s) providing such assistance.

5.2.2 If this Agreement is being signed in conjunction with your second or additional Ganso Aburado Restaurant, there is no mandatory pre-opening assistance requirement or commitment. However, Franchisor may elect to provide such on-site opening assistance as it deems necessary and appropriate, in its sole discretion. In such event, Franchisor has the right to charge (and you agree to pay) a per diem fee

not to exceed \$200 per individual providing such assistance per day, and Franchisee must reimburse Franchisor for all out-of-pocket costs that it incurs in connection with providing such on-site opening assistance; this may include including travel, lodging and dining costs for the individual(s) providing such assistance. The Initial Opening Assistance fee is reimbursed subject to any expenses incurred by the Franchisor, the trainers, or any amounts already paid by the Franchisor to a third-party which shall not be reimbursed.

5.3 Pre-Opening Consultation. Franchisor shall provide such pre-opening consultation and advice as it deems appropriate, which may include advice with regard to the development and operation of the Restaurant, building layout, furnishings, fixtures and equipment, plans and specifications, purchasing and inventory control, and other such matters as Franchisor deems appropriate.

5.4. On-going Consultation. Franchisor shall provide such ongoing consultation and advice as it deems appropriate. Such consultation and advice may be provided, in Franchisor's discretion, through Restaurant visits by Franchisor personnel, via meetings, seminars or conferences, and/or through dissemination of electronic or printed materials.

5.5. Additional Training. Franchisee shall cause your Operations Manager, Restaurant managers, and/or other employees that Franchisor designates to attend such additional courses, seminars, and other training programs as Franchisor may reasonably require. Franchisee may also request additional training. Franchisor may charge a reasonable tuition for these additional courses, seminars, or other training programs, and you are responsible for all training-related costs and expenses including, without limitation, salary, travel, lodging, and dining costs for all employees who participate in the training. If additional training is requested, or if Franchisor deems that additional training is necessary, Franchisee will be charged \$200 per day, per attendee.

5.6 Mandatory On-going Training. Franchisor from time to time may provide and, if it does, may require that previously trained and experienced Franchisees or their Operations Manager, managers, or employees attend and successfully complete refresher training programs or seminars. These shall be held at a location as may be designated by Franchisor, and at Franchisee's expense; attendance will not be required at more than three such programs in any calendar year.

5.7 On-Site Training Cancellation Fees. If Franchisor or its representative is scheduled to conduct an on-site training program, scheduled for a visit at the Franchisee's location for training or other reasons, or if the Franchisee registers for a training program and Franchisee subsequently cancels, fails to attend, fails to have the appropriate parties attend, or fails to stay for the entire training program then Franchisee shall pay the Franchisor the then-current on-site training cancellation fee (the "On-Site Training Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance Franchisee notifies the Franchisor, in writing, of the cancellation and the cost and expense incurred in rescheduling our travel arrangements.

5.8 Nature and Assistance of Training. Franchisee agrees that Franchisor is not obligated to provide any training or assistance to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisee also acknowledges that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes the Franchisor has failed to adequately provide any pre-opening services to the Franchisee or to its employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of Franchisee's Ganso Aburado Restaurant, Franchisee must immediately notify the Franchisor in writing within thirty (30) days following the opening of Franchisee's Ganso Aburado Restaurant or the Franchisee will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the Franchisor were sufficient and satisfactory in Franchisee's judgment, and complied with all representations made to the Franchisee.

5.9 Performance by Delegate. Franchisee agrees that Franchisor has the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations. Franchisor reserves the right to retain the services of a master development agent in the geographic area in which the Restaurant will be located. In such event, the master development agent may provide certain consultation, advice, services, and assistance, as Franchisor may direct. You acknowledge and agree that you are not an intended third-party beneficiary under any agreement between Franchisor and any master development agent.

6. OPERATION OF THE FRANCHISED BUSINESS

6.1 General Operating Requirements. Franchisee understands and acknowledges that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand. Accordingly, you agree as follows:

(a) To operate the Franchised Business according to the highest applicable health standards and ratings, to timely obtain any and all permits, certificates, or licenses necessary for the lawful operation of the Franchised Business, to operate the Franchised Business according to Franchisor's operating methods, standards, and specifications, and to maintain, at all times, high moral and ethical standards in the operation of the Franchised Business.

(b) To accept debit cards, credit cards, stored value cards, or other non-cash systems (including, for example, APPLE PAY, and/or GOOGLE WALLET) that Franchisor specifies periodically to enable customers to purchase menu items and other authorized goods and services, and to install all hardware and/or software necessary to accept such payments.

(c) To take all reasonable precautions to prevent data security breaches, and to comply with breach notification statutes and other legal requirements in the event of a security breach.

(d) Within 72 hours, to notify Franchisor by telephone and also confirm in writing of any investigation or violation, actual or alleged, concerning any health, liquor, or narcotics laws or regulations; to subsequently notify Franchisor, in writing, within five days of the commencement of any investigation, action, suit or proceeding, and the issuance of any order, writ, injunction, award, or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

(e) Upon the occurrence of a Crisis Management Event, to immediately inform Franchisor's President (or as otherwise instructed in the Manuals) by telephone, and to cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

(f) To process and handle all consumer complaints connected with or relating to the Restaurant, and to promptly notify Franchisor of all: (i) food-related illnesses; (ii) safety or health violations; (iii) claims exceeding \$1,000; and (iv) any other material claims against or losses suffered by the Franchised Business. You shall maintain any communications with governmental authorities affecting the Restaurant during the term of this Agreement and for one year after the expiration or earlier termination hereof. If Franchisee is unable or unwilling to resolve a customer complaint within 48-hours or if any customer of the Franchised Business contacts Franchisor to report a complaint about Franchisee's Restaurant, the parties agree that Franchisor may, in its discretion, compensate the customer in such manner as Franchisor determines appropriate, and Franchisee agrees to reimburse Franchisor the amount of such compensation upon demand by Franchisor. Franchisee obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

(g) To participate in any online ordering system that may be developed for the System

according to its terms.

6.2 Operations Manager. The Restaurant must be supervised on-premises by an individual you designate as your “Operations Manager.” If you are an individual, you will be the Operations Manager. If the franchisee is a business entity that only franchises one Restaurant, we require that your Operations Manager maintain an ownership interest in the Franchised Business of not less than 10%, unless we consent otherwise. This interest may not be pledged, mortgaged, hypothecated, or be subjected to any lien, charge, or encumbrance, voting agreement, proxy, security interest or purchase right or option, without our consent. The Operations Manager must attend and successfully complete Franchisor’s initial training program and all additional training (including food safety training) that Franchisor requires, to Franchisor’s satisfaction. The Operations Manager shall devote his or her full time efforts to Restaurant operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment. Franchisor shall have approved the Operations Manager as meeting its then-current qualifications for such position. If the Operations Manager ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your Operations Manager within 30 days after the date the prior Operations Manager ceases to serve or no longer qualifies to serve. Before assuming his or her position as Operations Manager and, no later than 90 days after the previous Operations Manager ceased to serve in such position, any proposed replacement Operations Manager must successfully complete the initial training program and such other training (including food safety training) required by Franchisor, and be approved by Franchisor.

6.3 Employees. Franchisee shall maintain a competent, conscientious, and trained staff, and shall take such steps as is necessary to ensure that your employees render competent, prompt, courteous, and knowledgeable service in accordance with the standards. Franchisee shall cause all employees, while working at the Restaurant, to present a neat and clean appearance and to wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time; and shall prohibit the wearing of such uniforms except during and within the scope of an employee’s employment. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for you or your employees. Franchisee is exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging your employees. Franchisee is exclusively responsible for labor relations with your employees.

6.4 Authorized Menu Offering. Franchisee must offer and sell all menu items that Franchisor requires, and only those menu items that Franchisor has approved. Franchisee shall prepare, package, and serve all menu items in accordance with Franchisor’s recipes and standards and its procedures for preparation, presentation, and service as communicated to Franchisee from time to time via the Manual or other written directives. Such standards and procedures may include, without limitation, adherence to recipes (including use of prescribed ingredients and prescribed measure of ingredients), use of containers and paper goods bearing the Marks, packaging procedures, product holding times, and other standards for displaying for sale menu items and other merchandise. Franchisor may make available to you at a reasonable cost any merchandise that Franchisor develops or approve for resale, and may require you to make these items available for sale in the Restaurant. Franchisee will be provided an option to participate in such market research programs that Franchisor requires, which includes test-marketing new products, purchasing a reasonable quantity of new products for test-marketing, promoting the sale of the new products, and providing Franchisor with timely reports and test results for all such programs. Franchisee shall participate in all telephone, online, and other ordering programs developed for use by Ganso Aburado Restaurants, and pay all third-party fees required for such participation.

6.5 Purchase Requirements. Franchisee shall purchase and install, at your own expense, all fixtures,

furnishings, equipment, decor, signs, and other items as Franchisor may reasonably direct; and shall refrain from installing or permitting to be installed on or about the Restaurant premises any fixtures, furnishings, equipment, decor, signs, vending, or game machines or other items not approved for use by Franchisor. In addition, Franchisee shall purchase and use only ingredients, containers, packaging materials, and supplies that conform to Franchisor's standards and specifications; and shall purchase, use, offer and/or promote the food and beverage products and other ingredients which are produced or manufactured in accordance with Franchisor's proprietary recipes, specifications and/or formulas or which Franchisor designates as "Proprietary Products." Franchisor makes no warranty and expressly disclaims all warranties, including warranties of merchantability and fitness for any particular purpose, with respect to services, products, equipment (including, without limitation, any required computer systems), supplies, fixtures, furnishings or other items approved or required for use in connection with your operation of the Franchised Business.

6.6 Purchases from Designated Source.

6.6.1 Franchisee must purchase from Franchisor's designated or approved suppliers or distributors (collectively, "Approved Suppliers") most of what is needed to construct, operate, and maintain your Restaurant. This includes all furniture, millwork, fixtures, seating, equipment (including your POS System and multi-media systems), signage, décor, saleable merchandise (such as t-shirts, mugs, private label food items, etc.), ingredients, paper goods, design and build services, music services, opening inventory and supplies. Franchisee shall be responsible for coordination and payment of all delivery and installation of such items. Franchisor shall provide Franchisee with a list of Approved Suppliers and a list of the products and services for which they are approved. Franchisor may receive money or other benefits from Approved Suppliers based on Franchisee purchases; Franchisee agrees that Franchisor has the right to retain and use all such benefits as it deems appropriate, in its sole discretion. Though approved by Franchisor, we and our affiliates make no warranty and expressly disclaim all warranties, including warranties of merchantability for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items.

6.6.2 Franchisee may purchase items and services for which Franchisor has not identified Approved Suppliers from any source, so long as the items and services meet Franchisor's current specifications. These specifications may include brand requirements ("Approved Brands"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands.

6.6.3 Franchisor may from time to time modify the list of Approved Suppliers and/or Approved Brands. You shall promptly comply with all such modifications.

6.6.4 Franchisor may approve one or more suppliers for any goods or services and may approve a supplier only as to certain goods or services. Franchisor may concentrate purchases with one or more suppliers or distributors for any group of Ganso Aburado Restaurants or any other group of Restaurants franchised or operated by Franchisor or its Affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by Franchisor. Franchisor may establish commissaries and distribution facilities owned and operated by Franchisor or an Affiliate that Franchisor may designate as an approved supplier. Franchisor makes no representation concerning, and expressly disclaims any liability arising out of or in connection with, the services rendered or products furnished by any supplier approved or designated by Franchisor. Franchisor's approval or consent to any services, goods, suppliers, or any other individual, entity or any item shall not create any liability to Franchisor.

6.6.5 If a Franchisee proposes to purchase from a previously unapproved source, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier to submit a written

request on its own behalf. Franchisor has the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as Franchisor reasonably requires be delivered to Franchisor and/or to an independent, certified laboratory designated by Franchisor for testing prior to granting approval. A charge equal to the lesser of \$1,000 or the actual cost of the inspection and the actual cost of the test shall be paid by the Franchisee. Franchisor will notify you within 30 days of any such request as to whether Franchisee is authorized to purchase such products from that supplier. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any approved supplier and to revoke its approval of any supplier upon the suppliers' failure to meet Franchisor's criteria for quality and reliability.

6.6.6 Franchisor disclaims all express and implied warranties and all other liability concerning any defects, malfunctions, or other deficiencies in equipment or other products manufactured by anyone other than us or our affiliates, or such parties' acts or omissions. Franchisee agrees not to make any claims against us or our affiliates with respect to products that we and our affiliates did not manufacture, even if we or our affiliates sold you the product or designated or approved its source. Franchisee is required to assert any claims only against the manufacturer of the product, even if you obtained it through us or our affiliate.

6.7 Franchised Location.

6.7.1. Franchisee shall maintain the Restaurant (including adjacent public areas) in a clean, orderly condition and in excellent repair and in accordance with Franchisor's standards. Franchisee shall, at Franchisee's expense, make such additions, alterations, repairs, and replacements under this Agreement as may be required for that purpose, including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as Franchisor may reasonably direct. Upon Franchisor's request, Franchisee shall install and maintain at the Restaurant interactive multi-media equipment, devices, and facilities Franchisor requires, including, without limitation, approved surveillance systems, music systems, Wi-Fi, and other wireless Internet and communications systems, and interactive displays, including plasma or LCD screens. Franchisee must cause the Restaurant to play only the music or types of music that Franchisor designates and upon Franchisor's notice Franchisee shall immediately cease using any disapproved music. If a designated music provider has been identified, Franchisee must acquire music from such provider. Franchisee shall also obtain a license for music played in the Restaurant and must be able to supply evidence of this license at Franchisor's request.

6.7.2. Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks, or any other mechanical or electrical device to be installed or maintained at the Franchised Location.

6.7.3. Franchisee shall purchase and install fixtures, furnishings, equipment, decor, signs, or other items according to Franchisor's standards and specifications as specified in Section 6.5 of this Agreement, or as Franchisor may reasonably direct from time to time in the Manual or otherwise in writing. Franchisee shall also refrain from installing or permitting to be installed on or about the Franchised Location, any fixtures, furnishings, equipment, decor, signs, or other items not previously approved in writing or as meeting Franchisor's standards and specifications.

6.7.4. At Franchisor's request, but not more often than once every 60 months (and in addition to any work which Franchisee may undertake pursuant to other sections of this Agreement), Franchisee shall refurbish the Franchised Location, at Franchisee's own expense, to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with the then-current public image for new or remodeled Ganso Aburado Restaurants in the System, including, without limitation,

replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that Franchisor may reasonably require or that may be required by law.

6.7.5. Renovations. If this Franchise Agreement is signed as part of the transfer of an existing franchise or renewal of an existing franchise, then the construction required under this Section 6 shall be the renovation of your Franchised Business in accordance with the provisions of the predecessor franchise agreement. If, in our sole discretion, we allow you to complete the renovation after signing this Agreement, the renovation must be completed in accordance with the provisions of this section 6 by the date set forth in the Rider. You will make no changes to any building, plan, design, layout or décor, or any equipment or signage in your Franchise business without our prior written consent, and such changes may not be contrary to Mandatory Specifications.

6.7.6. Signs. Franchisee will prominently display, at your expense, both on the interior and exterior of your Franchised Business premises, signs in such form, color, number, location and size, and containing such Marks as we designate. Franchisor may also require Franchisee to use illuminated signs. Franchisee will obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with laws and ordinances. Franchisee will not display in or upon the Franchised Business premises any signs or advertising of any kind to which we object. Franchisor reserves the right to require Franchisee to update your signage at any time at Franchisee's expense.

6.7.7 Services. Franchisee will conform to all quality and customer services standards as prescribed by Franchisor in writing.

6.7.8 Vehicle. Any vehicle used in connection with the operation of the Restaurant shall be maintained in excellent condition and repair, and shall meet Franchisor's standards and specifications which shall be updated in the Manual upon implementation.

6.7.9 Franchisee will only operate the approved Franchised Business and no other business from the approved location.

6.8 Days and Hours of Operation. Franchisee shall cause the Restaurant to be open for normal operation for such hours and days as Franchisor may specify in the Manual or in other written directives, and only during the hours and on the days that Franchisor permits.

6.9 Brand Standards. In order to protect the reputation and goodwill of the Brand and to maintain high standards of operation under the System, Franchisee agrees to comply strictly with all of our required Brand Standards. You acknowledge that the Brand Standards may relate to any aspect of the appearance, operation, and marketing of the Franchised Business. Any failure to comply with the required Brand Standards, and not subsequently cured within a required cure period, or to pass our inspection will constitute a material breach of this Agreement. However, Franchisee acknowledges that Franchisor has the right to vary the standards and specifications to accommodate the individual circumstances of different franchisees. Franchisor's specifications do not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any manner. Franchisor will not be liable to Franchisee or others on account of the designation of Brand Standards for the operation of the Franchised Business under the System.

6.10 Quality Assurance Inspections; Mystery Shops. Franchisor has the right to enter the Restaurant premises during regular business hours for purposes of conducting quality assurance inspections and/or mystery shop evaluations and to assess customer satisfaction. During these inspections or evaluations, Franchisor may obtain for testing purposes and without charge, reasonable quantities of ingredients, products and supplies. Quality assurance inspections may be conducted by Franchisor personnel at

Franchisor's expense, or by independent, third party providers at Franchisee's expense. Franchisee acknowledges and agrees that Franchisor may, in its sole discretion, conduct mystery shop evaluations each month at your expense. At Franchisor's request, you shall directly engage one or more third party service providers, which may be designated by Franchisor, to provide periodic quality assurance inspections and/or mystery shop evaluations.

6.10.1 A representative of Franchisors' may make visits to your Ganso Aburado restaurant to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of your Franchised Business and all areas of your Franchised Business at any time during your business hours. Such inspections may include without limitations, conducting any type of audit or review necessary to evaluate your compliance with all required payments, standards, specifications or procedures. Franchisor may from time to time, make suggestions and give mandatory instructions with respect to your operation of your Franchised Business, as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. Franchisee expressly agrees that these visits will not imply that Franchisee is in compliance with your obligations under this Agreement or under the law or that we waive our right to require strict compliance with the terms of this agreement or the Manual. Furthermore, such visits will not create any responsibility or liability on our part. If Franchisee requests that Franchisor make additional visits to the Franchised Business, Franchisee will pay all expenses, including but not limited to travel, lodging, and food, Franchisor has established for such visits. You will also allow us to visit your Franchised Business with prospective franchisees during your business hours.

6.10.2 Franchisor may also contact suppliers and obtain information about Franchisee purchases and the status of your account. Upon termination or expiration of this Agreement, Franchisor can stop access to our proprietary products from any supplier or distributor.

6.11 Modification to the System. Franchisee shall at its own expense, make such alterations, additions, or modifications to the Franchised Location as Franchisor may reasonably require to accommodate changes made by Franchisor to the System, including, without limitation, changes to menu items or market positioning. Franchisee has 90 days from receipt of notice regarding re-imaging requirements for which to make the required alterations, additions, or modifications to the Franchised Location. Franchisee shall not implement any modification to the System without Franchisor's express prior written consent.

6.12 Intranet/Extranet System. Franchisor may, at its option, establish and maintain an intranet or extranet system through which members of the Ganso Aburado franchise network may communicate and through which Franchisor may disseminate updates to the Manual and other Confidential Information. Franchisor will have no obligation to establish or to maintain the intranet indefinitely, and may dismantle it at any time without liability to you. Franchisor may establish policies and procedures for the intranet's use. Franchisor expects to adopt and adhere to a reasonable privacy policy. However, Franchisee acknowledges that, as administrator of the intranet, Franchisor can access and view any communication that has been posted on the intranet. Franchisee further acknowledges that the intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that you or any other individual may assert. If Franchisee fails to pay when due any amount payable to Franchisor under this Agreement, or if Franchisee fails to comply with any policy or procedure governing the intranet, Franchisor may temporarily suspend your access to any chat room, bulletin board, listserv, or similar feature the intranet includes until such time as Franchisee fully cures the breach. Franchisor has the right to impose, and Franchisee shall pay at Franchisor's request, a reasonable user fee not to exceed \$1,000 per year.

6.13 Technology Risk. Franchisee acknowledges and agrees that technology is constantly changing. Technologic devices and computer systems are always being updated, improved, replaced, and

discontinued. Consequently, computer systems are sometimes incompatible and are susceptible to Internet, computer system, and communication failures. By entering into this Agreement, you assume all of the risk of all such issues and technology failures, which you acknowledge may affect your ability to order or receive products or to conduct business, and you acknowledge that Franchisor is not responsible for any damages caused by such issues or technology failures, including lost sales or profits.

6.13.1 Consistent with the foregoing, among other things, Franchisor reserves the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although Franchisor cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. Franchisor has no obligation to reimburse Franchisee for any Computer System costs. As otherwise permitted in this Agreement, we may access the Computer System and retrieve all pertinent information relating to the operation of the Restaurant in areas that we have the ability to control and/or remedy.

6.13.2 Notwithstanding the fact that Franchisee must purchase, use, and maintain the Computer System consistent with our standards and specifications, Franchisee will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that Franchisor periodically requires; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the Computer System, although Franchisor may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

6.13.3 All of Franchisee Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

6.14 Reserved.

6.15 Customer Privacy. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, you agree that you shall cause the Restaurant to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Data Security Standards (“PCI DSS”) council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act (“FACTA”), and all other data security requirements Franchisor may prescribe. Franchisee is solely responsible for educating yourself as to these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee shall defend, indemnify and hold harmless Franchisor, Franchisor’s affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees (“Franchisor Indemnitee”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including but not limited to notification and investigation expenses, reasonable attorneys’ fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising

out of or resulting from any third-party claim or investigation against any Franchisor Indemnitee arising out of or resulting from your failure to comply with any of your obligations under this Section 6.15.

6.16 Data Privacy.

6.16.1 Data Security and Privacy. Franchisee must comply with all applicable federal, state and local laws, rules, and regulations regarding data security, protection, and privacy, including, without limitation and if applicable, the California Consumer Privacy Act (“CCPA”), Cal. Civ. Code § 1798.100, et seq. Franchisee must comply with any privacy policies, data protection policies, and breach response policies that Franchisor periodically may establish. Franchisee must notify Franchisor immediately regarding any actual or suspected data breach at or in connection with the Franchised Business. Further, whenever and to the extent Franchisee operates as a “Service Provider” under the CCPA or in a similar capacity under any other applicable federal, state, or local privacy law, Franchisee represents, warrants, and covenants that:

- (1) Franchisee will not sell, make available or otherwise disclose any customer’s “Personal Information” (as defined in the CCPA) to any third party for valuable consideration;
- (2) Franchisee will retain, use, or disclose Personal Information only for the specific purpose of performing the services specified in this Agreement, and not any commercial or noncommercial purpose other than providing the services specified in this Agreement;
- (3) Franchisee will not retain, use, or disclose Personal Information outside of the direct business relationship between Franchisee and Franchisor;
- (4) Franchisee will delete any Personal Information upon Franchisor’s request unless Franchisee can prove that such request is subject to an exception under applicable law; and
- (5) Franchisee certifies that it understands and will fully comply with the restrictions of this section. Franchisee also acknowledges and agrees that Franchisor may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state, or local privacy laws.

6.17 Business and Customer Data. In this Section “Customer Data” means Personal Information (as defined below), sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored, including data regarding customers of businesses converted as a Franchised Business, and any other information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media account, billing and payment history, customer service requests, and any other Information as defined in applicable law. “Business Data” means all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. Franchisee acknowledges and agrees that:

Franchisor has the right to independently access all Business Data, wherever maintained. Franchisor also has the right to require Franchisees to deliver Business Data to Franchisor. Franchisor has the right to use (and to authorize others to access and use) Business Data to, among other uses: (i) verify sales, (ii) monitor progress of its franchisee, including compliance with Minimum Performance Requirements; (iii) prepare a financial performance representation for Franchisor’s Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with its affiliates.

Franchisor owns and has the right to access all Customer Data, in whatever form existing, and

wherever stored. Because Franchisor owns the Customer Data, including Personal information, we can share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating you, both during and after this Agreement, including for the performance of services the Franchisor or its parents or affiliates, as well as for marketing and cross-selling products and services of any of the foregoing parties. Whenever Franchisor requests, and even without Franchisor's request at the time of termination or expiration of this Agreement, Franchisee is required to promptly deliver to Franchisor all Customer data in your possession or control, without retaining any of Customer Data in any media. Franchisee may not sell or disclose to anyone else any Personal Information or aggregated or non-aggregated Customer Data without first obtaining our written consent. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with us, Franchisee may not transfer the Customer Data to the new owner. Franchisee agrees to install and maintain the security measures and devices necessary to protect Customer Data from unauthorized access or disclosure, including (but not limited to) the minimum measures in Section 6.

6.18 Noncompliance Fee. Franchisor may charge you \$1,000 for any instance of non-compliance with the System, standards, or this Agreement (other than your non-payment of fees owed to Franchisor). If such non-compliance is ongoing, Franchisor may charge you \$250 per week until you cease such non-compliance. This fee is a reasonable estimate of Franchisor's internal cost of personnel time attributable to addressing the non-compliance and is not a penalty or estimate of all damages arising from your breach. The noncompliance fee is in addition to all Franchisor's other rights and remedies.

6.19 Information Systems/Technologies

6.19.1. Approved Information System. Franchisor may designate the information system used in Franchisee's Ganso Aburado Restaurant, including the computer hardware, software, other equipment and enhancements (the "Information System"). In such event, in connection with the approved Information System, Franchisee agrees to the provisions set forth below. If Franchisee suspects or knows of a security breach, Franchisee must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security at Franchisee's expense. Franchisee assumes all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Ganso Aburado Restaurant, unless otherwise directed by the Franchisor.

6.19.2. Franchisee shall be solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and Franchisee waives any and all claims Franchisee may have against the Franchisor or its affiliates as the direct or indirect result of such disruptions, failures, or attacks.

6.19.3. Indemnification: Franchisee hereby releases and agrees to hold the Franchisor and its affiliates, and Franchisor's respective officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, or operation of the information system and its billing and payment processing.

6.19.4. Ownership of Information. All of the information Franchisor or its affiliates obtain from Franchisee or about Franchisee's Ganso Aburado Restaurant, and all information in Franchisee's records or Franchisors concerning the members of Franchisee's Ganso Aburado Restaurant (the "Information") and all revenues we derive from the Information will be our property. However, Franchisee may at any time during the term of this Agreement use in the operation of Franchisee's Ganso Aburado Restaurant (but for no other purpose), to the extent lawful and at Franchisee's sole risk and responsibility, any information that Franchisee acquire from third parties in operating Franchisee's Ganso Aburado Restaurant, such as customer data. The Information (except for information Franchisee provides to the Franchisor or its affiliates, including information provided by Franchisee's officers, directors, shareholders, partners or

equity members of Franchisee entity) will become Franchisor property which Franchisor may use for any reason as Franchisor may deem necessary or appropriate in Franchisor's sole discretion. Franchisee hereby authorizes Franchisee's payment processors to release the information to the Franchisor at any time. Following termination or expiration of this Agreement, Franchisee will no longer use any of the Information, except to comply with Franchisee's post-termination obligations under this Agreement and Franchisee authorizes Franchisee's payment processor to release the Information exclusively to the Franchisor and/or Franchisor's designees.

7. MARKS AND COPYRIGHTS

7.1. Franchisor's Representations. Franchisor represents to you that it has the right to use and to sublicense to you the right to use the Marks in accordance with the terms and conditions of this Agreement.

7.2. Acknowledgments. Franchisee acknowledge that Franchisor or its Affiliate owns all right, title, and interest in and to the Marks and the goodwill associated with the Marks, and that you have no ownership interest in the Marks. Franchisee further acknowledges and agrees that any and all goodwill associated with the Restaurant and identified by the Marks is Franchisor's property and shall inure directly and exclusively to the benefit of Franchisor and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks. Franchisee understands and agrees that any use of the Marks other than as expressly authorized by this Agreement, without Franchisor's prior written consent, may constitute an infringement of Franchisor's rights herein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement.

7.3. Use of the Marks. Franchisee shall use only the Marks designated by Franchisor, shall use them only in the manner that Franchisor authorizes and permits, and shall use them with the symbols "®", "™" or "SM", as appropriate. Franchisee shall use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner prescribed by Franchisor. Franchisee may not contest ownership or validity of the Marks or any registration thereof, or engage in any conduct that adversely affects the ownership or registration of the Marks, or Franchisor's right to use or to sublicense the use of the Marks. Franchisee shall execute all documents that Franchisor requests.

7.4. Restriction Against Use in Your Legal Name. Franchisee may not use the Marks or any part thereof in your legal name, and may not use them to incur any obligation or indebtedness on Franchisor's behalf. Franchisee shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents necessary to obtain protection of the Marks or to maintain their continued validity and enforceability.

7.5. Restriction Against Use of the Marks and Copyrighted Works on the Internet. Franchisee may not use the Marks or any part or derivative thereof or any of Franchisor's Copyrighted Works on the Internet, except as expressly permitted in writing. Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks as part of any URL or domain name, and may not register the Marks or any part or derivative of the Marks as part of any user name on any gaming website or social networking website (such as FACEBOOK, INSTAGRAM, or TWITTER), whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address. Franchisee also may not display on any website (including commercial websites, gaming websites, and social networking websites) Franchisor's Copyrighted Works, which include the design portion of its Marks, or any menu items or collateral merchandise identified by the Marks. Further, any representations from you, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and Franchisee will be responsible for all costs including legal costs for any required fines or legal actions as a result of your postings.

7.6. Notice. Franchisee shall identify itself as an independent franchise owner of the Franchised Business in conjunction with any use of the Marks or operation of the Franchised Business, including, but not limited to, such use on invoices, order forms, receipts, business stationery, business cards, and contracts, as well as at such conspicuous locations at the Restaurant as Franchisor may designate in writing. The form and content of such notice shall comply with the standards set forth in the Manuals.

7.7. Infringement. Franchisee shall promptly notify Franchisor of any suspected unauthorized use of, or any challenge to the validity of the Marks, Copyrighted Works, or any challenge to Franchisor's or its Affiliate's ownership of, Franchisor's license to use and to license others to use, or your right to use, the Marks or Copyrighted Works licensed under this Agreement. Franchisor shall take any action that it deems appropriate, in its sole discretion. Franchisee acknowledges that Franchisor or its Affiliate has the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof. Franchisor or its Affiliate has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks or Copyrighted Works. Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If Franchisor, in its sole discretion, determines that Franchisee has used the Marks and Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Marks and Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by the Franchisee. In the event of any litigation relating to your use of the Marks or Copyrighted Works, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse you for your associated costs.

7.8 Changes to the Marks. Franchisor reserves the right, in its sole discretion, to designate one or more new, modified, or replacement Marks for Franchisee use and to require the use of any such new, modified, or replacement Marks in addition to or in lieu of any previously designated Marks. Franchisee must comply with any such directive within 60 days following your receipt of Franchisor's written notice to you.

8. SYSTEM, MANUALS, AND INFORMATION

8.1 Manuals. Franchisor will provide access to the System's operations manuals and supplemental written directives (collectively "Manuals"), as revised periodically to the Franchisee. Franchisee shall operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manuals. The Manuals shall at all times remain the sole property of Franchisor. The Franchisee shall ensure that its copy of the Manuals is kept current at all times, and in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor shall be controlling. If Franchisee's copy of the Manual is lost or destroyed, or if Franchisee fails to return the Manual upon expiration or termination of this Agreement, Franchisee must pay Franchisor a \$500 Manual replacement fee.

8.2. System Modification. Franchisee acknowledges that the System, the Manuals, and the products and services offered by the Franchised Business may be modified, (such as, but not limited to, the addition, deletion, and modification of menu items, operating procedures, products and services) from time to time by Franchisor. Franchisee agrees to comply, at your expense, with all such modifications, including, without limitation, all requirements to implement the modifications, such as replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements, including structural changes. Franchisor shall notify you of any such System changes and you shall implement any System

changes upon receipt of notice thereof from Franchisor, and shall complete their implementation within such time as Franchisor may reasonably specify. For purposes of this Agreement, System changes shall include, without limitation, changes in any of the categories referred to in this Section 8.2. You specifically acknowledge and agree that there is no limitation on the frequency of such modification requests.

8.3. Confidentiality. Franchisee shall maintain the confidentiality of all Confidential Information. Franchisee shall use Confidential Information only in connection with the operation of the Franchised Business and shall divulge Confidential Information only to your employees and only on a need-to-know basis.

8.3.1 Franchisee agrees that the list of the names, addresses and other information regarding Franchisee's current clients, former clients, and those who have inquired about the Services (the "Customer List") shall be included in the Confidential Information, shall be the property of Franchisor, and shall constitute a trade secret of Franchisor. Franchisee agrees that Franchisee may not disclose the Customer List, or any portion thereof, to any person other than the Franchisor, either during the term of this Agreement or thereafter, and may not use the Customer List for any purpose outside the operation of the Franchised Business.

9. ADVERTISING AND MARKETING

9.1 Advertising

9.1.1. General. All of the promotional and marketing materials shall be presented in a dignified manner and shall conform to Franchisor's standards and specifications related to advertising, marketing, and trademark use. Franchisee shall submit to Franchisor samples of proposed promotional and marketing materials, and notify Franchisor of the intended media, before first publication or use. Franchisor shall use commercially reasonable efforts to approve or disapprove proposed promotional and marketing materials within 10 days of their receipt. Franchisee may not use the promotional or marketing materials until Franchisor expressly approves the materials and the proposed media. Once approved, Franchisee may use the materials only in connection with the media for which they were approved. Franchisor may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

9.1.2. Marketing and Promotion. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for the Franchisee, or be made available to the Franchisee for purchase through the Franchisor.

Franchisor may create and license to the Franchisee, social media accounts, e-mail, marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by the Franchisee with any Internet directory, website, platform, or similar item in the operation of the Franchised Business. The Franchisee may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which Franchisor license to the Franchisee.

Franchisee shall operate the Franchised Business so that it is clearly identified and advertised as a Ganso Aburado Restaurant. The Franchisee will use the trademark "GANSO ABURADO" and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as the Franchisor may prescribe in writing and the Franchisee shall supply to the Franchisor samples and photographs of the same upon the Franchisor's request. The Franchisee will comply with all trademark, trade name, service mark and copyright notice marking requirements and the Franchisee will supply to the Franchisor samples or photographs upon Franchisor's request.

9.1.3. Local or Regional Advertising Cooperatives. Franchisor does not currently require; however, we reserve the right to require Franchisee to participate in any local or regional advertising cooperatives.

Franchisor has the exclusive right to require that advertising cooperatives be formed, changed, dissolved, or merged. If Franchisee is required to participate in an advertising cooperative, Franchisee shall contribute your share of the cooperative's budget as determined by the cooperative's members.

Each required local advertising cooperative must adopt written governing documents. Each cooperative may determine its own voting procedures; however, each company-owned Ganso Aburado business will be entitled to one vote in any local advertising cooperative. The members and their elected officials are responsible for administration of the cooperative. Advertising cooperatives must prepare quarterly and annual financial statements prepared by an independent CPA and must be made available to all franchisees in the advertising cooperative. Any cooperative formed is not a trust or fund. Franchisor has no fiduciary duty to you or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the Cooperative. Franchisee may not engage in sales through alternative distribution channels or the Internet without our prior written approval. Franchisor is not required to give you such approval. Franchisee shall not engage in marketing on any social media websites, including but not limited to Facebook and Twitter without prior written consent from us. Franchisee may not include any photos on your website that contain any Marks.

9.2 Opening Day Promotion and Initial Marketing Campaign. On the day your Restaurant opens for business, Franchisee may offer approved promotions, free food, and other products to the public.

9.2.1 Before your Restaurant officially opens to the public, you we recommend that you host a soft opening for friends and family or for charity. This will give you an opportunity to showcase the Restaurant in your community, and to prepare your staff, iron out logistics, obtain essential feedback, and make appropriate adjustments before the official opening. Food and beverages may be provided without charge during this event; however, this is determined by the franchisee at the time of the event. Then, within the first 60 days after the Restaurant opens for business, you will conduct a grand opening advertising campaign that conforms to our standards and specifications (see below).

9.2.2 Initial Marketing Campaign. Beginning thirty (30) days prior to opening through sixty (60) days after operation of the Restaurant begins, Franchisee is required to spend a minimum of \$10,000 on newspaper ads, social media, direct mail advertising and/or promotions, or through other approved media ("Grand Opening Advertising") as we may designate in our sole discretion. Franchisee may choose to spend more, but any additional amounts must conform to our specified requirements. If we choose, Franchisor may offer you a grand opening advertising "Program Outline". Franchisee may also submit a Grand Opening Advertising "Plan" that will require Franchisor's written consent prior to first use. Franchisor will approve or reject your Plan within 30 days of receipt. Franchisor has the right to require that the Franchisee engage the services of a public relations firm acceptable to the Franchisor, to develop and implement such Plan. The Grand Opening Advertising obligation is in addition to all other advertising obligations, and does not count towards the Brand Development Fee or the Local Advertising Fee obligations.

9.3 Brand Development Fee.

9.3.1 Each month during the Term, you shall contribute to the Brand Development Fee ("Fee") the amount stated in the Summary Pages. Your contribution will be collected in the same manner and time frame as the Royalty Fee.

9.3.2 Franchisor has the right to use Fee monies, in its sole discretion, to pay for creative development services (including creation and modification of Restaurant design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and promotional items, including the cost of photography services and design software), preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, conducting customer surveys, focus groups, and marketing-related mystery shops and customer interviews); employing advertising and/or public relations agencies; developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local Restaurant advertising and promotion in a particular area or market, or for the benefit of a particular Restaurant or Restaurants in

connection with Restaurant opening promotions or otherwise), conducting and administering in-Restaurant promotions; preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials); new product development and development of product packaging; developing, updating and hosting Franchisor's website (including development of locator programs) and/or an intranet or extranet system; obtaining sponsorships and endorsements; preparing and conducting sweepstakes and other promotions; developing, administering, and distributing coupons, certificates and stored value card programs, and the cost of products associated with the redemption of free coupons, gift certificates and stored value cards; developing and administering other customer loyalty programs; developing and administering online ordering platforms; providing and procuring public relations services; conducting public relations activities; charitable donations; and membership fees in international, national, regional, and/or local trade or other associations or organizations. Franchisor also may use Fee monies to reimburse itself for its costs of personnel and other administrative and overhead costs associated with providing the services described in this agreement.

9.3.3 The parties acknowledge that Franchisor owns all rights to and retains all copyrights in all design and content developed using Fee monies and that Franchisor will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Fee monies and the allocations of Fee monies to production, placement, and other costs. Franchisor will own all copyright in any works created using Fee monies. Franchisee acknowledges and agrees that Franchisor is not obligated to expend Fee monies for placement of advertising in your trading area or to ensure that the Franchised Business benefits directly or pro rata from the expenditure of Fee monies. The Brand Development Fee account is not a trust or escrow, and neither we nor our affiliates assume any fiduciary duty in administering the Brand Development Fee monies or for any other reason. Franchisor will not use Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Fee monies (including Internet advertising) information concerning franchise opportunities, and a portion of Fee monies may be used to create and maintain one or more pages on Franchisor's website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. Franchisor has no fiduciary duty to you or to any other person with respect to the collection or expenditure of fee monies. There is no requirement that the Brand Development Fee monies be audited. Upon your reasonable, written request, Franchisor will provide you an annual, unaudited statement of Fee contributions and expenditures.

9.4. Local Marketing Expenditure. Franchisee shall spend the Local Marketing Expenditure amount set forth in the Summary Pages for Restaurant marketing purposes that conform to Franchisor's standards. Each quarter, at Franchisor's request, Franchisee must submit to Franchisor invoices and other documentation that reflects your compliance with this Section 9.4. Franchisee must give to Franchisor a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter.

9.5. Loyalty Programs, Prize Promotions, Meal Deals, and Promotional Literature.

9.5.1. Franchisee shall participate in and offer to your customers: (a) all customer loyalty and reward programs; (b) all contests, sweepstakes, and other prize promotions; and (c) all price promotions and all meal deals, which Franchisor may develop from time to time. Franchisor will communicate to you in writing the details of each such program, promotion, and meal deal, and Franchisee shall promptly display all point-of-sale advertising and promotion-related information at such places within the Restaurant as Franchisor may designate. Franchisee shall purchase and distribute all coupons, clothing, toys, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by Franchisor for use in connection with each such program, promotion, or meal deal.

9.5.2. If Franchisor develops or authorizes the sale of gift certificates and/or stored value cards,

loyalty cards, and/or customized promotional receipts, Franchisee shall acquire and use all computer software and hardware necessary to process their sale and to process purchases made using them; Franchisee is solely responsible for the service charges related to such processing. All proceeds from the sale of all gift certificates and stored value cards belong exclusively to Franchisor, and Franchisee shall remit the proceeds of such sales to Franchisor according to the procedures that Franchisor prescribes periodically. Franchisor shall reimburse or credit to Franchisee (at Franchisor's option) the redeemed value of gift cards and stored value cards accepted as payment for products and services sold by the Restaurant.

9.5.3. Franchisee shall display at the Restaurant all promotional literature and information as Franchisor may reasonably require from time to time. This may include, among other things, displaying signage or other literature containing information about the Ganso Aburado franchise offering.

9.6. Website. Franchisor shall maintain a website on the Internet to, among other things, advertise and promote the Ganso Aburado System. Franchisor shall also maintain a presence of each Franchisee's Restaurant on the website, subject to Franchisee's continued compliance with the System and the provisions of this Agreement, and charge Franchisee a reasonable fee for the service. Franchisee may not establish an independent website for the Franchised Business.

9.6.1 Franchisee shall establish a website with an approved website developer, authorized by Franchisor, on the Franchisor's current homepage. With Franchisor's prior written approval, Franchisee shall have the option to engage in advertising on the Internet and/or other electronic or social media utilizing the "Ganso Aburado" brand name. Franchisee acknowledges that Franchisor is the owner of all right, title and interest in and to such domain name(s) or the like as Franchisor designates in the Manual. With Franchisor's prior written approval, Franchisee shall be able to use linking and framing between Franchisee's web pages and all other websites containing the Ganso Aburado brand name. Upon Franchisor's request, Franchisee shall, dismantle any frames and links between Franchisee's web pages and any other websites within five (5) calendar days and shall provide proof of same upon completion. Upon termination or expiration of this Agreement, the Franchisee shall provide all rights, username, and password, to the Franchisor or terminate the webpage upon Franchisor's request.

9.7 Social Media and Internet Listings. Franchisee shall follow Franchisor's mandatory specifications, standards, operating procedures, and rules for using social media in connection with the operation of the Franchised Business and Franchisee agrees to comply with any Social Media policy Franchisor implements. Franchisor shall create and own all Social Media accounts used in operation of the Franchised Business, and shall allow the Franchisee access and use only in strict compliance with Franchisor's rules. Franchisor reserves its right to remove Franchisee's access to Social Media accounts at any time in its sole discretion. Upon termination of this Agreement for any reason, Franchisee access to all Social Media accounts will terminate. The term "Social Media" includes, without limitation, personal blogs; common social networks such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, TWITTER, TIKTOK or YOUTUBE; internet listing sites such as WIKIPEDIA, GOOGLE, FOURSQUARE, and YELP; applications supported by mobile platforms such as iOS and Android; virtual worlds; file, audio, and video-sharing sites; and other similar internet, social networking, or media sites, mobile platforms, or tools.

9.8. Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding the Franchised Business or any particular incident or occurrence related to the Franchised Business, without the Franchisor's prior written approval.

9.9. Association with Causes. Franchisee shall not in the name of the Franchised Business, other Restaurants, or system (a) donate money, products, or services to any charitable, political, religious, or other organization, or (b) act in support of any such organization, without the Franchisor's prior written approval.

10. POS SYSTEM; ACCOUNTING AND RECORDS; TAXES

10.1. POS System. Franchisee shall acquire and use only the point of sale cash registers and computer systems and equipment that Franchisor prescribes for use by Ganso Aburado Restaurants (“POS System”), and adhere to Franchisor’s requirements for use. Requirements may include, among other things, connection to remote servers, off-site electronic repositories, and high-speed Internet connections. Franchisor may, in its sole discretion, require you to add to your POS System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and replace or upgrade your POS System and software as Franchisor prescribes. Franchisor shall provide you 90 days advance written notice of any change to its POS System requirements. Franchisee shall acquire, install, and maintain such anti-virus and anti-spyware software as Franchisor requires and shall adopt and implement such Internet user policies as Franchisor may prescribe for purposes of avoiding, blocking, and eliminating viruses and other conditions that interfere with operation of the POS System.

10.1.1 All sales must be processed through the approved POS systems and reported as gross revenue; no other supplemental or secondary POS system may be used.

10.1.2 The computer system and/or POS for your Franchised Business will be dedicated for the operation of your Ganso Aburado restaurant and used for no other purpose.

10.2. Software. Franchisee shall: (a) use any proprietary software programs, system documentation manuals, and other proprietary materials that Franchisor requires in connection with the operation of the Restaurant; (b) input and maintain in your computer such data and information as Franchisor prescribes in the Manual, software programs, documentation, or otherwise; and (c) purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever Franchisor adopts such new or upgraded programs, manuals, and materials system-wide. Franchisee shall enter into all software license agreements, “terms of use” agreements, and software maintenance agreements, in the form and manner Franchisor prescribes, and pay all fees imposed thereunder.

10.3. Independent Access. Franchisor may independently poll Gross Revenues and other information input and compiled by your POS System from a remote location. There is no limitation on Franchisor’s right to access this information.

10.4. Maintenance of Records. Franchisee shall prepare and preserve, for at least six years from the date of preparation, complete and accurate books, records, and accounts according to generally accepted accounting principles (GAAP) and in the form Franchisor prescribes.

10.5. Submission of Financial Statements and Tax Returns. No later than the fifteenth (15) business day following the end of each Accounting Period, you shall provide to Franchisor a copy of the preceding Accounting Period’s balance sheet and a profit and loss statement. In addition, no later than March 30th of each calendar year, Franchisee shall provide to Franchisor: (a) a copy of the previous year’s annual profit and loss statements; (b) a copy of the previous year’s sales tax returns; and (c) a copy of your federal and state income tax returns for the previous year; provided, however, that if you are an individual franchisee, you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Franchised Business. Such financial statements shall be certified as true and correct by an officer of the Franchisee.

10.6. Submission of Performance Reports. Franchisee shall accurately report to Franchisor the Restaurant’s Gross Revenues and such other financial information, as Franchisor may reasonably require, using such procedures as Franchisor prescribes; this shall occur at a minimum quarterly. Reports shall be due on the date prescribed by Franchisor, and shall be signed by an authorized representative, attesting to their accuracy. Within 30 days following the end of each fiscal quarter, you shall provide to Franchisor a

copy of your profit and loss statements prepared according to generally accepted accounting principles and which accurately reflect your financial information for the applicable Accounting Periods. Franchisee also shall provide to Franchisor such other reports, computer back-up and other information that Franchisor may reasonably request.

10.7. Audit of Franchisee Records. Franchisor or its designated agent has the right to audit, examine, and copy your books, records, accounts, and business tax returns at any time. If an inspection or audit reveals underpayment of amounts owed to Franchisor, you shall immediately pay the understated amount with interest as provided in Section 4.9. If an audit or inspection reveals your understatement of Gross Revenues by 2% or more for any Accounting Period then, in addition to amounts due on the understatement and interest, you shall promptly reimburse Franchisor all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging, wage expenses, and attorneys' and accountants' fees).

10.8. Use of Financial Information in Franchise Disclosure Document. Franchisee acknowledges and agrees that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees. To that end, Franchisee hereby authorizes Franchisor to publish information concerning the Restaurant's Gross Revenues and other information reported to Franchisor in its franchise disclosure document.

10.9. Taxes. Franchisee shall promptly pay all taxes due and owing based on your operation of the Restaurant and the Franchised Business including, without limitation, sales taxes, income taxes, and property taxes.

10.10 Cash Reserve. At all times, Franchisee shall maintain a cash reserve in its business banking account equal to the greater of (a) a minimum of 50% of average monthly gross revenues or (b) the amount needed to cover two month's expenses of the restaurant as calculated by the average expenses for the preceding six months or if the Restaurant has been open less than six months, then the months then elapsed. Franchisor may request a copy of the monthly balance sheet showing such cash reserve at any time and without prior notice to Franchisee.

11. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

11.1 Independent Contractor. The parties acknowledge and agree that Franchisee is operating the Franchised Business as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party has any fiduciary obligations to the other, or will be liable for the debts or obligations of the other. Neither party may bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed between them. Franchisee shall conspicuously identify yourself and the Franchised Business in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

11.2 Franchisor and Franchisee may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with you is other than franchisor and franchisee. Franchisor will not be obligated for any damages to any person or property directly or indirectly arising from your operation of the business Franchisee conducts under this Agreement.

11.3 Insurance Obligations.

11.3.1 Franchisee shall maintain in full force and effect at all times during the term of this

Agreement, at Franchisee's expense, an insurance policy or policies meeting Franchisor's minimum insurance requirements. Failure to obtain and maintain insurance required hereunder shall be a material default of this Agreement, and Franchisor shall have the right, in their sole discretion, to terminate this Agreement upon such default. Each policy shall be written by an insurance company with an A.M. Best rating of not less than A-VIII ("excellent" and \$100,000,000 to \$250,000,000 in policy holder surplus) and licensed to sell insurance in the state in which your Restaurant is located, shall be primary and non-contributory to any insurance carried by Franchisor or its Affiliates, and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates.

11.3.2 Such policies shall include, at the minimum, the following:

Type of Insurance Coverage	Minimum Limit
Property Insurance with special form coverage (including equipment breakdown coverage) including business income and extra expense for actual loss sustained for 12 months or 30% of gross revenues.	This policy must include off premises utility services including overhead lines with limits of \$20,000 and food spoilage with limits of \$10,000. Deductible maximum is \$5,000. Flood and Earthquake will be required in geographically prone areas.
General Liability coverage	\$1,000,000 per occurrence and \$2,000,000 aggregate including additional insured endorsement naming Ganso Aburado USA Franchise LLC. This policy will include Fire Legal of \$300,000, Medical Payments of \$5,000, Personal Injury and Advertising Liability of \$1,000,000.
Business interruption Insurance	Business interruption insurance equal to <u>12</u> months of your net income and continuing expenses including royalty fees;
Umbrella Liability	\$1,000,000 in excess of the General Liability, Auto and Employer's Liability naming Ganso Aburado USA Franchise LLC as additional insured
Workers' Compensation	Statutory limits including Employer's Liability of \$1,000,000/\$1,000,000/\$1,000,000 and the Alternate Employer's endorsement in our favor

Optional Insurances:

Crime policy for employee dishonesty	\$25,000 and Monies & Securities of \$10,000 in \$10,000 out
Food Borne Illness/Trade Name Restoration	\$500,000 to cover lost income from an actual or alleged contamination event within the brand

Employment Practices Liability including third party claims	1,000,000 and naming Ganso Aburado USA Franchise LLC as Co-defendant. Limit applies per policy
Auto Liability	\$1,000,000 combined single limit liability and naming Ganso Aburado USA Franchise LLC as additional insured

Franchisor also requires Franchisee to obtain and maintain Builder's risk insurance while the Franchised Location is in the construction phase. In addition, Franchisee must include us as an additional insured on all related liability policies from contractors and sub-contractors and General Liability policy during the construction.

Franchisor reserves the right to require Franchisee to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that Franchisor is named as additional insured on these cybersecurity insurance policies. Franchisee should consult with its own insurance advisor to determine whether such policies are appropriate and sufficient for your business and to protect your assets. Franchisee's landlord may require more coverage, additional, or different types of coverage.

11.3.3 Franchisor has the right to increase or modify required minimum coverages at any time.

11.3.4. Franchisee's obligation to obtain and maintain insurance is not limited in any way by reason of any insurance maintained by Franchisor, and your compliance with minimum insurance requirements will not relieve you of your indemnification obligations under Section 11.3 of this Agreement.

11.3.5. If Franchisee fails to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but is not required) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to Franchisor. If this occurs, Franchisee shall reimburse Franchisor the cost of the premium and pay a reasonable administrative fee not to exceed \$500, upon demand.

11.3.6. At least 10 days prior to the time Franchisee is first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, Franchisee shall deliver to Franchisor a certificate of insurance and additional insured endorsement for each policy evidencing your compliance with this Section 11. Each certificate of insurance shall expressly provide that no less than 30 days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

11.3.7. Indemnification. Franchisee shall indemnify and hold harmless to the fullest extent by law, Franchisor, its Affiliates, and their respective directors, officers, employees, shareholders, and agents, (collectively, "Indemnitees") from any and all "losses and expenses" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof arising out of or related to your operation of the Franchised Business including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the Franchised Location ("event"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 11.3, the term "losses and expenses" includes compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of

the foregoing losses and expenses. Franchisee shall give Franchisor prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof. Any assumption by Franchisor shall not modify your indemnification obligation. Franchisor may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the indemnities or the System.

12. TRANSFER OF INTEREST

12.1 Transfer by Franchisor. Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. Franchisor may sell, assign or transfer its rights and obligations under this Agreement to any party, without Franchisee's approval or prior notice to Franchisee, provided that the buyer, assignee or transferee agrees in writing to assume all of Franchisor's obligations under this Agreement. Franchisor and its Indemnified Parties will not be liable for obligations of the transferee arising after the date of transfer. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of Franchisor's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that Franchisor and/or its Affiliates may sell their assets, the Marks, the Copyrighted Works, or the System; may sell securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of Franchisor's name, the Marks (or any variation thereof), or the Copyrighted Works and System. You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. You agree that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Ganso Aburado Restaurants operating under the Marks, the Copyrighted Works or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to the Franchised Business).

12.2. Transfer by Individual Franchisee to Business Entity for Convenience. If Franchisee is an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation by signing Franchisor's standard form of assignment and assumption agreement if: (a) the Business Entity is formed solely for purposes of operating the Franchised Business; (b) Franchisee provides to Franchisor a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed; and (c) Franchisee pays the Transfer Fee (if applicable).

12.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If Franchisee is a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to 5% a Non-Controlling Interest in the Business Entity to one or more third parties, if: (a) Franchisee has provided to Franchisor advance notice of the transfer, (b) Attachment C has been amended to reflect the new ownership; (c) each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D-1; (d) each previous and/or new Owner has signed a general release in favor of Franchisor and in the form Franchisor requires; and (e) Franchisee pays to Franchisor a Transfer Fee in the

amount set forth in the Summary Pages.

12.4. Transfer of Agreement; Transfer of the Franchised Business; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of the Restaurant, and the sale of a Controlling Interest in you if you are a Business Entity) require Franchisor's prior written consent. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

12.4.1. Franchisee's written request for consent and delivery of a copy of the proposed transfer agreements, including sale terms, at least 30 days prior to the proposed transfer, and Franchisor's determination, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of the Franchised Business;

12.4.2. The transferee has demonstrated to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial and business standards; possesses good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business; and has sufficient equity capital to operate the Franchised Business (for which condition shall be presumed if the transferee's net worth is equal to or exceeds the current Franchisee's net worth at the time of transfer, excluding the value of the Franchised Business);

12.4.3. All of your accrued monetary obligations and all other outstanding obligations to Franchisor, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied, and Franchisee must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates and suppliers;

12.4.4. Franchisee or the transferee shall have agreed to refurbish the Restaurant premises so that it meets Franchisor's image requirements for new Ganso Aburado Restaurants;

12.4.5. Franchisee and each Owner have executed a general release and covenant not to sue, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and any other matters incident to the termination of this Agreement or to the transfer of your interest herein or to the transfer of your ownership of all or any part of the Franchise; provided, however, that any release will not be inconsistent with any state law regulating franchising;

12.4.6. Franchisee agrees to remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, you shall continue to remain responsible for your obligations of nondisclosure, noncompetition and indemnification as provided in Article 14 of this Agreement, and all other obligations that survive termination, expiration or transfer, and shall execute any and all instruments reasonably requested by Franchisor to further evidence such obligation;

12.4.7. Payment of the Transfer Fee in the amount set forth in the Summary Pages;

12.4.8 The transferee's execution of Franchisor's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations. The term of such agreement shall be the remaining term of this Agreement at the time of transfer. The transferee shall have the option, however, to purchase a longer term (not to exceed a total of 5 years) by paying an extended term fee ("Extended Term Fee") calculated by dividing the then-current initial franchise fee by the number of days included in the initial term of the then-current franchise agreement, and multiplying that figure by the number of days of the term being purchased by the transferee;

12.4.9. If the transferee is a Business Entity, then the transferee's Owners each shall sign Franchisor's standard form of Guaranty and Personal Undertaking;

12.4.10 The transferee shall have complied with Franchisor's then-current initial training requirements;

12.4.11 Franchisee has complied with the requirements set forth in Section 12.8.; and

12.4.12 Franchisee has paid all fees due to Franchisor under its then-current franchise resale policy or program provided that the Franchisor introduced the buyer to the Franchisee.

12.5. Transfers Void. Any transfer made in violation of this Agreement is null and void.

12.6. Security Interest. Franchisee may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without Franchisor's consent.

12.7. Public Offerings. If Franchisee is a Business Entity and intends to issue equity interests pursuant to a public or private offering, Franchisee shall first obtain Franchisor's written consent, which consent shall not be unreasonably withheld. Franchisee must provide to Franchisor for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least 60 days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of your securities, and Franchisor's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. Franchisor may condition its approval on satisfaction of any or all of the conditions set forth in Section 12.4 and on execution of an indemnity agreement, in a form prescribed by Franchisor, by you and any other participants in the offering. For each proposed offering, you shall pay to Franchisor a retainer in an amount determined by Franchisor, which Franchisor shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

12.8. Right of First Refusal

12.8.1. If Franchisee receives a bona fide offer to purchase Franchisee's interest in this Agreement or all or substantially all of the assets of the Franchised Business in connection with the transferee's execution of a Ganso Aburado franchise agreement, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and if you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor shall have the option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer.

12.8.2. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third-party offer; or (b) within 60 days from the date of notice to the seller of Franchisor's election to purchase. Franchisor's failure to exercise the option described in this Section 12.8. shall not constitute a waiver of any of the transfer conditions set forth in this Article 12.

12.9. Transfer Upon Death or Incapacitation. Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, except that the transfer fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 12.9., the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, Franchisor may, at its option, terminate this Agreement, pursuant to Section 13.5.

12.10. Non-Waiver of Claims. Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor's and the transferee are parties, by the transferee.

13. DEFAULT AND TERMINATION

13.1. Termination In the Event of Bankruptcy or Insolvency. Franchisee will be in default under this Agreement, and all rights granted to Franchisee in this Agreement shall automatically terminate without notice, if Franchisee becomes: (a) insolvent or make a general assignment for the benefit of creditors; (b) if a petition in bankruptcy (whether voluntary or involuntary) is filed by Franchisee or such a petition is filed against Franchisee and you do not oppose it; (c) if Franchisee is adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by Franchisee; (d) if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (e) if proceedings for a composition with creditors under any state or federal law is instituted by or against you; (f) if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (g) if you are dissolved; (h) if execution is levied against your business or property; (i) if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; (j) or if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

13.2. Termination with Notice and Without Opportunity to Cure. Franchisor has the right to terminate this Agreement, and such termination will become effective upon delivery of notice without opportunity to cure if: (a) Franchisee's Operations Manager fails to successfully complete training; (b) Franchisee fails to open the Restaurant for business by the Opening Date; (c) Franchisee abandons the Franchised Business (which will be presumed if you cease operations for three consecutive days or more); (d) Franchisee loses any license required to operate the Franchised Business or Franchisee loses the right to occupy the Restaurant premises; (e) Franchisee or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; (f) there is any transfer or attempted transfer in violation of Section 12 of this Agreement; (g) Franchisee or any Owner fails to comply with the confidentiality or non-compete covenants in this Agreement; or (h) Franchisee or any Owner has made any material misrepresentations in connection with your franchise application; (i) Franchisee fails to comply with notification requirements set forth in Sections 6.1.(d) or (e) concerning investigations and Crisis Management Events; (j) Franchisee understates any payment to Franchisor by 2% or more, or understates any such payment in any amount, twice in any two-year period; (k) if an imminent threat or danger to public health or safety results from the

operation of the Franchised Business; (l) Franchisee knowingly maintains false books or records or submits any false reports or statements to Franchisor; (m) you offer unauthorized products or services from the Restaurant premises or in conjunction with the Marks or Copyrighted Works; (n) you purchase items for which Franchisor has identified Approved Suppliers from an unapproved source; (o) failure to pass two or more quality assurance inspections within any rolling 12-month period; or (p) Franchisor delivers to you two or more written notices of default pursuant to this Section 13 within any rolling 12-month period, or failure on 2 or more separate noticed occasions to comply with the same obligation, in any timeframe, regardless of whether or not the defaults described in such notices ultimately were cured.

13.3. Termination with 10-Day Cure Period. Franchisor has the right to terminate this Agreement, which such termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within 10 days after delivery of written notice: (a) failure to obtain or maintain required insurance coverage; (b) failure to pay any amounts due to Franchisor; (c) failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute) or premises landlord; (d) failure to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations; (e) your violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works; or (f) your violation of any provision of this Agreement concerning the preparation, service, appearance or quality of Ganso Aburado products.

13.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Section 13, Franchisor has the right to terminate this Agreement, for which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

13.5. Termination Related to Death or Permanent Incapacity. Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 12.9 is not effected within the designated time frame following a death or permanent incapacity (whether mental or physical).

13.6. Cross-Default. Any default under any agreement between Franchisee and Franchisor or its Affiliates, and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement. If Franchisee signs a Development Agreement, default and termination of the Development Agreement shall not automatically provide grounds for termination of this Agreement.

13.7. Step In Rights. To prevent any interruption of the business of the Restaurant, Franchisee hereby authorizes Franchisor, and Franchisor shall have the right, but not the obligation, to operate the Restaurant on your behalf for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement, in the event that: (a) Franchisee's Operations Manager is absent or incapacitated by reason of illness, death or disability and, therefore, in Franchisor's sole determination, Franchisee is not able to operate the Restaurant in full compliance with this Agreement, or (b) any allegation or claim is made against you or any of your Owners, or the operation of the Restaurant, involving or relating to fraudulent, deceptive or illegal practices or activities. If Franchisor undertakes to operate the Restaurant pursuant to this Section 13.7., Franchisor shall have the right to collect and pay from the revenues of the Restaurant all operating expenses including, without limitation, Royalty Fees, Brand Development Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee not to exceed \$300 per day per person. Franchisee shall indemnify and hold harmless Franchisor from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives.

13.8. Additional Remedies. In addition to, or in lieu of, termination of this Agreement, in its sole

discretion, Franchisor may require the Restaurant be closed during any cure period relating to a default based on public health and safety concerns.

13.9. Default or Pre-Termination Rights.

Prior to the termination of this Agreement, if the Franchisee fails to pay any amounts owed to the Franchisor or our affiliates or fails to comply with any term of this Agreement, then in addition to any right Franchisor may have to terminate this Agreement or to bring a claim for damages, Franchisor will have the right to take the actions as set forth below and continue them until Franchisee has cured the default to Franchisor's satisfaction. The taking of any of the actions permitted in Section 14 will not suspend or release the Franchisee from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement. Franchisor has the option to:

- (a) Remove the listing of the Franchised Business from all advertising published or approved by us;
- (b) Cease listing your Franchised Business on any Technology Platforms;
- (c) Prohibit the Franchisee from attending any meetings or programs held or sponsored by the Franchisor;
- (d) Terminate the Franchisee's access to any computer system or software Franchisor owns, maintains or licenses to the Franchisee (whether licensed by the Franchisor or its affiliates);
- (e) Suspend all services the Franchisor or its affiliates provide to the Franchisee under this Agreement or otherwise;
- (f) Contact the Franchisee's landlord, lenders, and/or suppliers, regarding the status of the Franchisee's operations, and provide copies of any default or other notices to the Franchisee's landlords, lenders and suppliers; and/or
- (g) In addition, if the Franchisee notifies the Franchisor that the Franchisee is closing the Franchised Business or otherwise communicates to others that the Franchisee is closing the Franchised Business, the Franchisee agrees that the Franchisee's billing processor may withhold up to one-half (1/2) of monies that would otherwise be payable to cover any post termination obligations the Franchisee may have, including to reimburse future fees paid by the Franchisee customers for periods beyond the closing date.

The Franchisor's actions as outlined in Section 13.7 may continue until the Franchisee has brought the accounts current, cured any default and complied with the Franchisor's requirements, and the Franchisee has acknowledged the same in writing.

14. OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.1 Liquidated Damages.

If, prior to the Expiration Date, Franchisee terminates this Agreement without good cause, or if Franchisor terminates this Agreement on account of Franchisee's material default hereof, the parties acknowledge and agree that the Franchisor will suffer damages for the loss of the benefit bargained for in this Agreement and cause irreparable damage to the integrity of the franchise system. As compensation for these damages Franchisor shall be entitled to collect from Franchisee, in addition to all other amounts due Franchisor (including, without limitation, any payments due to the Franchisor under this Agreement), liquidated damages calculated as an amount equal to your highest average monthly royalty fees and brand development fees ("Average Fees") for the preceding 12 months (or the number of months you have been operating if less than 12 months) for the lesser of (i) 24 months or (ii) the remaining weeks of the franchise term. If the Franchised Business has been operating for less than twelve months at the time of termination, "Average Fees" means total Royalty Fees and Brand Development Fee Contributions for the period of operation divided by the number of months in operation. Franchisee acknowledges and agrees that, in the event of Franchisee's violation of this Agreement by premature closure, abandonment, or termination due

to violation of this Agreement, proof of actual damages would be difficult and that the formula for calculating liquidated damages contained herein is a reasonable estimate of what actual damages would be. The foregoing formula does not result in a penalty. Franchisor has an expectation that Franchisee's franchised business will be open and operating for the full Term of the Agreement.

An early closure reduces Franchisor's revenue and damages Franchisor's image in the public. Calculating the value and expense of this injury is difficult to determine and may be hard to calculate with specificity, but the parties acknowledge the injury. Therefore, the parties have elected to agree in advance to calculation of liquidated damages to compensate Franchisor for its damages and to provide certainty to Franchisee of the amounts due.

14.2 Cease Operation of Restaurant. Upon termination or expiration of this Agreement, all rights granted hereunder shall terminate and you shall immediately cease to operate the Restaurant under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

14.3 Cease Use of Marks; Copyrighted Works; Cancellation of Fictitious Name; Assignment of E-mail Addresses, URLs, Domain Names, Internet Listings. Franchisee shall immediately cease all use of the Marks, Copyrighted Works, and Confidential Information. Franchisee shall cancel any assumed name registration containing the Marks. Franchisee shall, at Franchisor's option and request, assign to Franchisor all rights to all e-mail addresses, URLs, domain names, Internet listings, and Internet accounts related to the Franchised Business. Franchisee hereby appoints Franchisor as its attorney-in-fact with full power and authority for the sole purpose of assigning these rights to Franchisor. This appointment shall be deemed to be coupled with an interest and shall continue in full force and effect until the termination or expiration of this Agreement.

14.3. Assignment of Lease; De-Identification. At Franchisor's request, Franchisee shall assign to Franchisor or its designee Franchisee's interest in the lease, including the Franchisee's interest in all leasehold improvements, without additional compensation. If Franchisor does not request assignment of the lease before or as of the date of expiration or termination of this Agreement, then within 20 days after termination or expiration of this Agreement, Franchisee shall modify the Restaurant premises (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to Franchisor of, the telephone numbers) as may be necessary to distinguish the appearance of the Franchised Location from that of other Ganso Aburado Restaurants, and shall make such specific additional changes to the Franchised Location as Franchisor may reasonably request for that purpose. If Franchisee fails to de-identify the Restaurant premises within a reasonable time, Franchisee hereby grants a license to Franchisor's personnel and designees to enter the Restaurant premises and take all actions necessary to de-identify the premises as a Ganso Aburado Restaurant including, without limitation, removing all signage, advertising materials, trade dress, displays, proprietary equipment, Proprietary Products, and any other items which display the Marks or reflect Franchisor's trade dress. Franchisor may charge a reasonable fee for its services; you agree to pay the fee on demand and to reimburse Franchisor for all de-identification related costs that it incurred.

14.4. Return of Manuals and Other Confidential Information. Franchisee shall immediately deliver to Franchisor the Manuals and all other manuals, records, correspondence, files, and any instructions containing Confidential Information relating to the operation of the Franchised Business which are in your possession(all of which are acknowledged to be the property of Franchisor).

14.4.1 Franchisee agrees that upon termination or expiration of this Agreement, Franchisee will return to the Franchisor all copies of the Customer List, including past customers, present customers, and prospective customers, and shall not thereafter use the Customer List or contact the Customers.

14.5 Franchisor's Right to Purchase Fixtures and Tangible Assets. Franchisor has the option to purchase Franchisee's interest (if any) in any or all of the Restaurant's leasehold improvements, furniture, fixtures, equipment, inventory, supplies, and interior and exterior signs. The purchase price for such interest in the Restaurant's leasehold improvements will be \$10 and the purchase price for all other assets will be the lesser of your cost or the then-current fair market value, to be determined by a qualified independent third-party of Franchisor's choosing, and may set-off against the purchase price any amounts that you owe to Franchisor. If the parties are unable to reach agreement as to the fair market value of the assets of the Restaurant to be purchased by Franchisor, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If you do not object to the proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties. Franchisor shall exercise its option by written notice to you delivered before or within 30 days after the date of expiration or termination of this Agreement.

14.6 Sums Owed to Franchisor. Franchisee shall promptly pay all sums owing to Franchisor and its affiliates, and all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Franchisor as a result of any default by Franchisee or in connection with obtaining injunctive or other relief for the enforcement of any provisions of this Section 14, which such obligation shall give rise to and remain a lien in favor of Franchisor against any and all assets of Franchisee, until such obligations are paid in full.

15. COVENANTS

15.1 Non-Competition During Term of Agreement. Franchisee and each Owner acknowledge that Franchisee and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of Franchisor and the System. Franchisee and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

15.1.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

15.1.2. Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any restaurant, or delivery or carry out business, offers ramen defined as the sale of noodles, noodle-soups, souplless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item other than a Ganso Aburado Restaurant operated pursuant to a then-currently effective franchise agreement with Franchisor at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

15.2 Non-Competition After Expiration or Termination of Agreement. For a continuous two-year period commencing upon a transfer permitted under Section 12 of this Agreement, expiration of this Agreement (without renewal), or termination of this Agreement (regardless of the cause for termination), Franchisee shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any restaurant, or delivery or carry out business, that offers ramen defined as the sale of noodles, noodle-soups, souplless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item, other than a Ganso Aburado

Restaurant operated pursuant to a then-currently effective franchise agreement with Franchisor, and (a) is, or is intended to be, located at the location of the former Restaurant; (b) within a 10- mile radius of the Restaurant; or (c) within a 10-mile radius of any other Ganso Aburado Restaurant in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the franchisee for any reason during the franchise time, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this Section 15.2 shall be tolled during any period of noncompliance.

15.3. Additional Provisions. The parties acknowledge and agree that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1 and 15.2, or any portion thereof, without Franchisee's consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and the Franchisee and each Owner agree that such person shall comply forthwith with any covenant as so modified. Franchisee and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants in this Article 15. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 15.

15.4. Covenants from Individuals. Each individual who attends Franchisor's training program and other key employees designated by Franchisor shall be required to sign a confidentiality and non-compete agreement substantially in the form attached as Attachment D-2 to this Agreement. Franchisee shall be responsible for ensuring compliance with such agreement.

15.5. Breach of Covenants Causes Irreparable Injury. Franchisee acknowledges that your violation of any covenant of this Article 15 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

15.6. Exception for Publicly Held Companies. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.7. Improvements. If Franchisee, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of a Ganso Aburado Restaurant ("Improvement"), you agree to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such Improvement shall become Franchisor's sole property and Franchisor shall be the sole owner of all related patents, patent applications, and other intellectual property rights. Franchisee and your Owners hereby assign to Franchisor any rights Franchisee or your Owners may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and your Owners agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and your Owners hereby irrevocably designate and appoint Franchisor as agent and attorney-in-fact for you and for them to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this Section 15.7 are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent

such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights therein.

15.8 Enforcement of Covenants. Franchisee acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because you have sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. You acknowledge that any breach or threatened breach of this Section will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

15.9 Disputed Enforceability. The parties have attempted in the above Section to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

16. REPRESENTATIONS

16.1. Representations of Franchisor. Franchisor represents and warrants that: (a) Franchisor is duly organized and validly existing under the law of the state of its formation; (b) Franchisor is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and (c) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within Franchisor's corporate power and have been duly authorized.

16.2. Representations of Franchisee

16.2.1. Franchisee represents and warrants that the information set forth in Attachment C is accurate and complete in all material respects. Franchisee shall notify Franchisor in writing within 10 days of any change in the information set forth in Attachment C. Franchisee further represents to Franchisor that: (a) franchisee is duly organized and validly existing under the law of the state of your formation; (b) Franchisee is duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; and (c) your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of the Franchised Business. Franchisee warrants and represents that neither franchisee nor any of your Affiliates or Owners own, operate or have any

financial or beneficial interest in any business that is the same as or similar to a Ganso Aburado Restaurant; and the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

16.2.2. Franchisee acknowledges that I have conducted an independent investigation of the Ganso Aburado franchise opportunity, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on Franchisee's abilities as an independent business person.

16.2.3. Franchisee represents that neither Franchisor nor its agents or representatives have made any representations, and Franchisee has not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential sales, expenses or profit of a Ganso Aburado Restaurant, except for any information that may have been contained in Item 19 of the Franchise Disclosure Document, delivered to you in connection with your purchase of a Ganso Aburado franchise.

16.2.4. Franchisee acknowledges that a complete copy of Franchisor's Franchise Disclosure Document was received at least 14 calendar days before this Agreement was signed or any consideration was paid to the Franchisor for your franchise rights.

16.2.5. Franchisee acknowledges that I have read and I understand the terms of this Agreement and its attachments, and that I have had ample time and opportunity to consult with an attorney or business advisor of my choice about the potential risks and benefits of entering into this Agreement.

16.2.6. Franchisee represents that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("Blocked Persons"). You represent and warrant to Franchisor that you will not accept money from or employ any Blocked Person.

16.2.7 Franchisee acknowledges that other Franchised Business franchisees have or will be granted franchises at different times and in different situations and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. Franchisee also acknowledges that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our Franchised Businesses (whether franchised or corporate locations that we or our affiliates operate) and you will not be entitled require us to grant similar variations or privileges to you.

16.3 **Business Judgment.** Notwithstanding any contrary provisions contained in this Agreement, the parties acknowledge and agree that (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests; (b) Franchisor will use its business judgment in exercising such discretion based on Franchisor's assessment of Franchisor's own interests and balancing those interests against the interests, promotion and benefit of the System and Restaurants in general (including Franchisor, and its Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee (examples of items that will promote or benefit the System and Restaurants generally include, without limitation, enhancing the value of the Marks and/or Ganso Aburado brand, improving customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); (c) Franchisor will have no liability to you for the exercise of its discretion in this manner and (d) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a

reasonable business justification, no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF FRANCHISOR TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT FRANCHISOR'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR FRANCHISOR'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

17. NOTICES

17.1 Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by facsimile or other electronic system. Service shall be deemed conclusively made: (a) at the time of service, if personally served; (b) 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (c) upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (d) 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (e) at the time of transmission by facsimile, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within 24 hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

18. CONSTRUCTION

18.1. Entire Agreement. This Agreement represents the entire, fully integrated agreement between the parties and supersedes all other negotiations, agreements, representations, and covenants, oral or written, concerning the subject matter hereof. Except for Franchisor's unilateral rights under this Agreement, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement is intended to disclaim any representation made in the franchise disclosure document delivered to you in connection with your purchase of a Ganso Aburado franchise. You and we must acknowledge that we want all terms of our business relationship to be defined in this written agreement and that neither of us want to enter into a business relationship with the other for which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed and will place no reliance on any such discussions.

18.2. No Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

18.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

18.4. Survival of Terms. Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

18.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A (“Glossary of Additional Terms”). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

18.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. Each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment D-1. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person’s obligations hereunder and under the Guaranty and Personal Undertaking.

18.7. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

18.8. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

19. APPLICABLE LAW; DISPUTE RESOLUTION

19.1. Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties’ relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws).

19.2. Mediation.

19.2.1. The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. Except as otherwise provided in this Agreement, Franchisor, you, and each Owner agree to submit any claim, controversy or dispute between Franchisor or its Affiliates (and Franchisor’s and its Affiliate’s respective owners, officers, directors, agents, representatives and/or employees) and you or your Affiliates (and your Owners, agents, representatives and/or employees) to mediation before bringing such claim, controversy or dispute in a court or before any other tribunal. Excepted from mediation under this Section 19.2 are claims related to Franchisee’s nonpayment of any fees under this Agreement to Franchisor. Any information disclosed by either party in mediation may only be used for those purposes and may not be used in any following litigation or arbitration. Mediation must be conducted in person, and no telephonic or electronic appearance by any of the parties or their counsel is permitted except for the purposes of scheduling mediation or discussing non-material mediation-related matters.

19.2.2. The mediation shall be conducted by a mediator agreed upon by Franchisor and you and, failing such agreement within not more than 15 days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization (“AAA”) in

accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal place of business at the time the mediation is initiated. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

19.2.3. If the parties are unable to resolve the claim, controversy or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 19.3. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

19.2.4. Notwithstanding the foregoing provisions of this Section 19.2, the parties' agreement to mediate shall not apply to controversies, disputes or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, ownership of the Marks, ownership of Copyrighted Works, or Franchisor's Confidential Information. Moreover, regardless of this mediation agreement, Franchisor and you are required in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

19.2.5. Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

19.3 Arbitration.

19.3.1 Any dispute, controversy, or claim arising out of or relating to this Agreement and the relationships created hereby must be resolved by arbitration. The arbitration shall be administered in accordance with the Commercial Rules of the AAA. Excepted from this requirement to arbitrate under this Section 19.3 are claims related to Franchisee's nonpayment of any fees under this Agreement to Franchisor. Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may be presented as evidence in arbitration. Parties and their counsel must be present, in-person, for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 19.3. The Arbitrator must be a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("FAA"). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction, and the arbitrator must state in writing the reasoning upon which the award is based. The costs and expenses of arbitration paid to the AAA or to the arbitrator will be paid equally by the parties. All other arbitration-related expenses, including but not limited to attorneys' fees and travel expenses, will be paid by the party which incurred such expense.

19.3.2. Arbitration will be conducted in the city in which Franchisor maintains its principal business office at the time of the arbitration. Arbitration will be conducted on an individual, not a class-wide basis, and an arbitration proceeding between the parties and their respective Owners, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between Franchisor and any other person. The arbitrator has no power or authority to award punitive damages.

19.3.3. Any disputes concerning the enforceability or scope of this arbitration provision must be resolved pursuant to the FAA, and the parties agree that the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of this arbitration provision. If, prior to an Arbitrator's final decision, either Franchisee or Franchisor commences an action in any court for a claim that arises out of or relates to this Agreement (except for the purpose of enforcing this arbitration provision or as otherwise permitted by this Agreement), the party bringing the action in court will be responsible for

the other party's expenses of enforcing this arbitration provision, including court costs, arbitration filing fees, and other costs and attorneys' fees.

19.3.4. If Franchisee institutes any claim subject to this arbitration proceeding in any court, and Franchisor succeeds in a motion to compel arbitration of the claim, Franchisee must reimburse Franchisor its reasonable attorneys' fees and costs in defending the action and in its motion to compel arbitration.

19.3.5. Franchisee shall not assert any claim or cause of action against us, our officers, directors, shareholders, employees, or affiliates after two years following the event giving rise to such claim or cause of action.

19.3.6. Notwithstanding the foregoing provisions of this Section 19.3., the parties' agreement to arbitrate will not apply to controversies, disputes, or claims related to or based on fees that you are obligated to pay pursuant to this Agreement, or to any action for injunctive relief initiated by Franchisor to enforce any provision concerning your use or ownership of the Marks or Copyrighted Works, or Franchisor's Confidential Information. Moreover, regardless of this arbitration agreement, Franchisor and you are required in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

19.3.7. Notwithstanding the foregoing, Franchisor has the right to apply to any court of competent jurisdiction for injunctive relief to prevent continued or threatened harm while arbitration is pending. You and your Owners irrevocably consent to personal jurisdiction in the state and federal courts located in the county in which Franchisor maintains its principal place of business for this purpose.

19.3.8 For avoidance of doubt, this provision specifically requires both parties to arbitrate our disputes through the American Arbitration Association ("AAA"). The arbitration process allows the disputes to be heard and decided by one arbitrator, selected using the AAA's standard selection process, apply the law to the facts and evidence presented and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA commercial rules.

19.3.9 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

19.4. Venue. With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in Section 19.2, the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought and maintained exclusively in the state or federal court serving the judicial district in which Franchisor maintains its principal place of business at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Nothing in this Agreement contained shall bar Franchisor's right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining such relief.

19.5. Non-exclusivity of Remedy. No right or remedy conferred upon or reserved to Franchisor or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

19.6. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

19.7. WAIVER OF PUNITIVE DAMAGES. THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19.8. Time Limitation to Bring a Claim. No legal action or proceeding may be brought against Franchisor or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two years and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

19.9. Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

19.10. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement with the same effect as if the parties had signed the same signature page. Each party hereto, and their respective successors and assigns, shall be authorized to rely upon the signatures of all of the parties hereto which are delivered by facsimile, email or other electronic means (e.g. DocuSign) as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures. Franchisor and Franchisee (a) intend to be bound by the signatures (whether original or electronic) on any document sent or delivered by electronic mail or other electronic means, (b) are aware that the other party will rely on such signatures and acknowledgements, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature and acknowledgement. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

19.11. No Representations; No Reliance. You acknowledge, expressly represent, and warrant that, except for representations made in Franchisor's franchise disclosure document, Franchisor has made no representations, warranties, or guarantees, express or implied, as to the potential revenues, profits or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations in making your decision to purchase a Ganso Aburado franchise. You further acknowledge, expressly represent, and warrant that neither Franchisor nor its representatives have made any statements inconsistent with the terms of this Agreement.

20. MISCELLANEOUS PROVISIONS

20.1. Disavowal of Oral Representations. Franchisee and Franchisor must acknowledge that we want all terms of our business relationship to be defined in this written agreement and that neither of us want to enter into a business relationship with the other which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed and will place no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the Franchised Business other than contained in this agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties, or guarantees express or

implied regarding actual or potential earnings sales profits or success of your Franchised Business have been made to you other than as forth in item 19 of the FDD.

20.2. Other Franchisees. Franchisee acknowledge that other Ganso Aburado franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. Franchisee also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of Ganso Aburado restaurants (whether franchised, or restaurants that the Franchisor or its affiliates operate), and will not be entitled to require Franchisor to grant similar variations or privileges to the Franchisee.

20.3 Franchisee's Acknowledgement. Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement as of the Effective Date.

FRANCHISOR:
GANSO ABURADO USA FRANCHISE LLC

FRANCHISEE:

By: _____
Name/Title

By: _____
_____, Its:

GANSO ABURADO USA FRANCHISE LLC

FRANCHISE AGREEMENT

ATTACHMENT A

GLOSSARY OF ADDITIONAL TERMS

“**Account**” means your commercial bank operating account.

“**Affiliate**” means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person.

“**Agreement**” means the Franchise Agreement.

“**Business Day**” means each day other than a Saturday, Sunday, U.S. holiday or any other day on which the Federal Reserve is not open for business in the United States.

“**Business Entity**” means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.

“**Captive Market**” means any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto). As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

“**Confidential Information**” means all trade secrets, standards, and other elements of the System; all customer information; all information contained in the Manuals; Franchisor’s proprietary recipes and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that Franchisor designates.

“**Controlling Interest**” means: (a) if you are a corporation or a limited liability company, that the Owners, either individually or cumulatively (i) directly or indirectly own at least 51% of the shares of each class of the developer entity’s issued and outstanding capital stock or membership units, as applicable; and (ii) are entitled, under its governing documents and under any agreements among the Owners, to cast a sufficient number of votes to require such entity to take or omit to take any action which such entity is required to take or omit to take under this Agreement; or (b) if you are a partnership, that the Owners (i) own at least 51% interest in the operating profits and operating losses of the partnership as well as at least 51% ownership interest in the partnership (and at least 51% interest in the shares of each class of capital stock of any corporate general partner); and (ii) are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement. Any interest less than 51% of the corporation, limited liability company, or partnership is a “Non-Controlling Interest.”

“**Copyrighted Works**” means works of authorship which are owned by Franchisor and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, Franchisor’s menus, bulletins, correspondence and communications with our franchisees, training,

advertising and promotional materials, and the content and design of Franchisor's Website.

"Crisis Management Event" means any event that occurs at or about the Restaurant premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the marks.

"Force Majeure" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot or other civil disturbance; epidemics; or other similar forces which could not, by the exercise of reasonable diligence, have been avoided; provided, however, that neither an act or failure to act by a government authority, nor the performance, nonperformance, or exercise of rights by your lender, contractor, or other person qualifies as a Force Majeure unless the act, failure to act, performance, non-performance, or exercise of rights resulted from a Force Majeure. Your financial or otherwise inability to perform or your insolvency is not a Force Majeure.

"Manual" means the compilation of information and knowledge that is necessary and material to the System. The term "Manual," as used in this Agreement, includes all publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s, and other digital/ electronic media that Franchisor from time to time may loan to you. The Manual may be supplemented or amended from time to time by letter, electronic mail, bulletin, videotape, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating a Ganso Aburado Restaurant.

"Marks" means certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "GANSO ABURADO" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System.

"Gross Revenues" is the total selling price of all services and products and all income of every other kind and nature related to your Ganso Aburado Restaurant (including income related to catering operations and special events and the full value of meals provided to your employees as an incident to their employment (except you may credit the value of any discounts against Gross Revenues during the week in which the meals are provided), whether for cash or credit and regardless of collection in the case of credit. Gross Revenues does not include (a) receipts from any public telephone, vending machine, or video games installed in your Restaurant, except for your share of the revenues; (b) sales (or similar) taxes that you collect from your customers if you transmit them to the appropriate taxing authority; (c) proceeds from isolated sales of trade fixtures that are not part of the products and services you offer and that do not have any material effect on the operation of your Restaurant; (d) tips or gratuities paid directly by Restaurant customers to your employees or paid to you and then turned over to these employees by you in lieu of direct tips or gratuities; or (e) returns to shippers or manufacturers; (f) client should exclude from gross revenue definition the fees paid to third-party delivery apps. For example, if Uber Eats takes a \$4 fee out of \$20 collected for an order, then franchisee's gross revenue figure doesn't include the \$4 fee. Gross Revenues also does not include proceeds from the sale of gift certificates or stored value cards (all proceeds from the sale of gift certificates and stored value cards belong to us), but it does include the redemption value of gift certificates and stored value cards at the time purchases are made. You are responsible for the accurate reporting of gift certificate and stored value card sales and the corresponding impact on Gross Revenues. Gross revenue are not reduced by the amount of any discounts on products or services sold to employees, family members, or other businesses you own or control or by the amount paid to, collected by, or shared with third-party food ordering and delivery systems with which we allow the Restaurant to do All barter

and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer will be valued at the full retail value bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross revenue also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Revenues.

“Owner” means each individual or entity holding a beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any “Owner” is, itself, a partnership or other entity, then the term “Owner” includes each individual or entity holding a beneficial ownership in the partnership or entity; the intent being that the term “Owner” is intended to include all individuals holding a beneficial interest in the franchisee.

“Proprietary Products” means recipes and menu items that incorporate Franchisor’s trade secrets and proprietary information and products and ingredients that are manufactured according to proprietary specifications.

“Transfer” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the License, the Store, substantially all the assets of the Store, or in the ownership of the franchisee (if you are an Entity). “Transfer” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

“You” means the franchisee identified above and its successors and assigns.

**GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT
ATTACHMENT B
KEY TERMS**

Section 1.1.1. The “Franchised Location” is at:

Section 1.2. The “Protected Area” is described as follows:

(excluding “Captive Markets” within the Development Area).

Section 3.1. The “Site Selection Area” is described as follows:

Section 3.5. The “Opening Date” is: _____.

IN WITNESS WHEREOF, the parties have executed this Attachment B on _____.

FRANCHISOR:
GANSO ABURADO USA FRANCHISE LLC

FRANCHISEE:

By: _____
[Name. Title]

By: _____
[Name. Title]

**GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT
ATTACHMENT C
ENTITY INFORMATION**

If Franchisee is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of _____.

- (1) Franchisee is a _____, formed under the laws of the state of _____.
- (2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the franchisee’s charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing.
- (3) You promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.
- (4) The name and address of each of Owner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

FRANCHISOR:
GANSO ABURADO USA FRANCHISE LLC

FRANCHISEE:

By: _____
[Name. Title]

By: _____
[Name. Title]

GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT
ATTACHMENT D-1
GUARANTY AND PERSONAL UNDERTAKING

1. I have read the Franchise Agreement between Ganso Aburado USA Franchise LLC (“Franchisor”) and _____ (“Franchisee”).
2. I own a beneficial interest in the Franchisee, and would be considered an “Owner” within the definition contained in Franchise Agreement.
3. I understand that, were it not for this Guaranty and Personal Undertaking (“Guaranty”), Franchisor would not have agreed to enter into the Franchise Agreement with the Franchisee.
4. I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee’s use of Franchisor’s Marks and Copyrighted Works (as that term is defined in the Franchise Agreement). I understand that, except for the license granted to the Franchisee, I have no individual right to use the Marks or Copyrighted Works and I have no ownership interest in the Marks or Copyrighted Works.
5. I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Manuals and Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I further agree not to disclose any of the Confidential Information, except (a) to the Franchisee’s employees on a need to know basis, (b) to the Franchisee’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and (c) as otherwise may be required by law.
6. I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchisee.
7. While I am an Owner of the Franchisee and, for a two-year period after I cease to be an Owner (or two years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not:
 - (a) Divert or attempt to divert any present or prospective customer of the Ganso Aburado Restaurant to any competitor or do anything to harm the goodwill associated with the Marks and the System; or
 - (b) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any restaurant, or delivery or carry out business, that offers ramen defined as the sale of noodles, noodle-soups, souplless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item, other than a Ganso Aburado Restaurant operated pursuant to a then-currently effective franchise agreement. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. It will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that (i) is, or is intended to be, located at the location of the former Restaurant; (ii) within a 10-mile radius of the Restaurant; or (iii) within a 10-mile radius of any other Ganso Aburado Restaurant in existence or under development at the time I cease being an Owner (or termination or expiration of the Franchise Agreement, whichever occurs first). This restriction will be tolled during any period of my noncompliance.
8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant

or provision of this Guaranty. If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

9. I understand and acknowledge that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty. If Franchisor brings any legal action to enforce its rights under this Guaranty, I will reimburse Franchisor its reasonable attorneys' fees and costs.

11. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement.

12. I will pay all amounts due under this Guaranty within 14 days after receiving notice from Franchisor that the Franchisee has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty.

13. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that Franchisor's release of such security will not affect my liability under this Guaranty.

14. I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.

15. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

16. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one Business Day after electronically confirmed transmission by facsimile or other electronic system; one Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or three Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

[The Signature Page Follows]

Intending to be legally bound, I have executed this Guaranty and Personal Undertaking on the date set forth below:

GUARANTOR

Date:_____

Name:_____

Address:_____

% of Ownership_____%

GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT
ATTACHMENT D-2
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees of _____ (“Franchisee”))

In accordance with the terms of this Confidentiality and Non-Competition Agreement (“Confidentiality Agreement”) and in consideration of my being in a trusted position with the Franchisee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Franchisee has acquired the right and franchise from Ganso Aburado USA Franchise LLC (“Franchisor”) to establish and operate a Franchised Business (“Franchised Business”) and the right to use in the operation of the Franchised Business Franchisor’s trade names, trademarks, service marks, including the service mark “GANSO ABURADO” (“Marks”) and the system developed by Franchisor and/or its affiliates for operation and management of Franchised Businesses (“System”), as they may be changed, improved, and further developed from time to time in Franchisor’s sole discretion.
2. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes the Manuals, recipes, trade secrets, and copyrighted materials, methods, and other techniques and know-how “Confidential Information”).
3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality Agreement.
4. In my trusted position with Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, Franchisor’s operations manual (“Manual”) and other general assistance during the term of this Confidentiality Agreement.
5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.
6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my job duties, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.
7. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for one year thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any restaurant, delivery or carry-out business that offers ramen defined as the sale of noodles, noodle-soups, soupless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item within a radius of 10 miles of any Ganso Aburado Restaurant, as those terms are defined in the Franchise Agreement. This

restriction does not apply to my ownership of less than five percent beneficial interest in the outstanding securities of any publicly-held corporation. The one-year time period restriction will be tolled during any period of my noncompliance.

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

9. I understand and acknowledge that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. Franchisor is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Confidentiality Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Confidentiality Agreement.

11. This Confidentiality Agreement shall be construed under the laws of the State of Texas. The only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in Dallas County, Texas, and the United States District Court for the Northern District of Texas. I acknowledge that I am to receive valuable information emanating from Franchisor's headquarters in The Colony, Texas. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas as set forth above. Notwithstanding the foregoing, I acknowledge and agree that Franchisor or the Franchisee may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW.

[EMPLOYEE]

ACKNOWLEDGED BY FRANCHISEE

Signature: _____

By: _____

Name: _____

Name: _____

Address: _____

Title: _____

Title: _____

Date: _____

Date: _____

GANSO ABURADO USA FRANCHISE LLC

FRANCHISE AGREEMENT

**ATTACHMENT E
ACH AUTHORIZATION**

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Please complete and sign this form.

FRANCHISEE INFORMATION

Franchisee Name or Legal Entity

GANSO ABURADO Restaurant Number & Location

Name and Email of Person to Receive ACH Debit Advice

AUTHORIZATION AGREEMENT

I (we) hereby authorize Ganso Aburado USA Franchise LLC ("Company") to make ACH withdrawals from my (our) account at the financial institution named below. I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error. I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of U.S. law.

I agree to indemnify the Company for any loss arising in the event that any withdrawals from my (our) account shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than 30 days.

PAYOR/FRANCHISEE ACCOUNT INFORMATION

Name of Financial Institution: _____

ABA Routing Number _____

Account Number: _____ Checking ____ Savings _____

PAYOR/FRANCHISEE SIGNATURE

Authorized Signature (Primary): _____ Date: _____

Authorized Signature (Joint) _____ Date: _____

Account holder(s), please sign here: (Joint accounts require the signature of all persons having authority over the account).

Please attach a voided check at right, fax and mail to:

Ganso Aburado USA Franchise LLC
Attn: Manager
838 Walker Road, Suite 21-2
Dover Kent, DE 19904

**GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT**

**ATTACHMENT F
LEASE RIDER**

THIS LEASE RIDER ("Lease Rider") is entered into this _____ day of _____, _____, by and between Ganso Aburado USA Franchise LLC ("Franchisor"), _____ ("Franchisee"), and _____ ("Landlord").

WHEREAS, Franchisor and Franchisee are parties to a Franchise Agreement, which is dated _____, 20____ (the "Franchise Agreement"), for the operation of a GANSO ABURADO Restaurant (the "Restaurant"); and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the "Lease"), pursuant to which Franchisee will occupy premises located at

_____ (the "Premises") for the purpose of operating the Restaurant in accordance with the Franchise Agreement; and

WHEREAS, Franchisor's approval of the Premises is conditioned upon the parties' execution of this Lease Rider.

NOW, THEREFORE, in consideration of Franchisor's willingness to allow Franchisee to enter the Lease with Landlord, and in consideration of the mutual undertakings and commitments set forth in this Lease Rider and in the Franchise Agreement, the receipt and sufficiency of all of which the parties acknowledge, the parties agree as follows:

1. During the term of the Franchise Agreement, Franchisee shall be permitted to use the Premises for the operation of the Restaurant and for no other purpose.
2. Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the Ganso Aburado system as Franchisor may from time to time prescribe for the Restaurant.
3. Landlord agrees to furnish Franchisor with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises at the same time it sends such letters and notices to Franchisee. All notices to Franchisor shall be sent to 838 Walker Road, Suite 21-2, Dover Kent, DE 19904, Attention: CEO, or to such other address of which Franchisor notifies Landlord in writing from time to time. In case of a Notice of Default or a Default notice (pass any cure period), Landlord agrees to also provide Franchisor electronic notice via e-mail to Jun Hirano, 838 Walker Road Suite 21-2, Dover Kent, DE 19904, ml-kaigaikaihatsu@gift-group.co.jp.
4. Franchisor shall have the right, without being guilty of trespass or any other crime or tort, but has no obligation, to enter the Premises at any time and from time to time (i) to make any modification or alteration it considers necessary to protect the GANSO ABURADO system and marks, (ii) to cure any default under the Franchise Agreement or the Lease, or (iii) to remove the distinctive elements of the GANSO ABURADO trade dress upon the Franchise Agreement's expiration or termination. Neither Franchisor nor Landlord shall be responsible to Franchisee for any damages Franchisee might sustain as a result of any action Franchisor takes in accordance with this provision. Franchisee shall repair or reimburse Landlord for the cost of any damage to the Premises' walls, floor, or ceiling that result from Franchisor's removal of trade dress items and other property from the Premises.
5. Landlord and Franchisee hereby agree that, upon Franchisor's request and at Franchisor's direction following the expiration or termination of the Franchise Agreement, Franchisee shall assign the Lease to Franchisor or its Designee (the "Permitted Transferee") and Landlord hereby consents to such an

assignment and agrees not to impose any assignment fee or similar charge, or to increase or accelerate rent under the Lease, in connection with such an assignment. The original Franchisee shall continue to guarantee the Lease. Landlord and Franchisee also agree that, following the expiration or termination of the Franchise Agreement but before Franchisor requests an assignment of the Lease as referenced above, Franchisor or its Designee may, upon Franchisor's notice to Landlord and Franchisee, assume possession of the Premises for up to ninety (90) days, the specific amount of time to be determined by Franchisor, during which Franchisor or its Designee may operate the Restaurant to assess whether to request the Lease assignment referenced above. Franchisor or its Designee shall comply with all Lease obligations that arise during its possession of the Premises but shall have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assumption of possession. For purposes of this Lease Assignment, an "Affiliate of Franchisor" is any entity controlling, controlled by, or under common control with Franchisor. "Control" means the power to direct the management and policies of the entity in question, whether through the ownership of voting securities, by contract, or otherwise and includes any entity that operates a GANSO ABURADO Restaurant under a management agreement with the Franchisor. "Franchisee of Franchisor" is any entity operating GANSO ABURADO restaurant under a valid franchise agreement with Franchisor. "Designee" is an Affiliate of Franchisor or another Franchisee of Franchisor.

6. In the event Franchisee assigns the Lease to Franchisor or its Designee in accordance with the preceding paragraph, the assignee must assume all obligations of Franchisee under the Lease from and after the date of assignment and Franchisor or the Permitted Transferee shall comply with all Lease obligations (including without limitation the payment of all Rent incurred for the time of possession) that arise during the Review Period but shall have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assumption of possession.

7. Franchisee may not assign the Lease or sublet the Premises (other than in accordance with paragraph 5) without Franchisor's prior written consent, and Landlord will not consent to an assignment or subletting by Franchisee (other than in accordance with paragraph 5 and in accordance with the specific terms of the Lease) without first verifying that Franchisor has given its written consent to Franchisee's proposed assignment or subletting.

8. Landlord and Franchisee will not amend or modify the Lease in any manner that could materially affect any of the provisions or requirements of this Lease Rider without Franchisor's prior written consent.

9. Franchisee agrees that any default under the Lease will constitute a default under the Franchise Agreement. Franchisee and Landlord agree that any default under the Franchise Agreement will constitute a default under the Lease.

10. Franchisee agrees that Landlord shall give Franchisor all sales and other information that Franchisor requests regarding Franchisee's operation of the Restaurant (to the extent the Landlord is in actual possession of such items).

11. The provisions of this Lease Rider will supersede and control any conflicting provisions of the Lease.

12. Landlord acknowledges that Franchisor (or its Designee) is not a party to the Lease and shall have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Franchisor (or its Designee) as provided in paragraph 6 or Franchisor (or its Designee) temporarily assumes possession of the Premises as provided in paragraph 5.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR

GANSO ABURADO USA FRANCHISE LLC

LANDLORD

By: _____
Name, Title

By: _____
Name/Title

FRANCHISEE

By: _____
Name/Title

**GANSO ABURADO USA FRANCHISE LLC
FRANCHISE AGREEMENT**

**ATTACHMENT G
STATE SPECIFIC ADDENDUM**

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Ganso Aburado USA Franchise LLC (“**Ganso Aburado**” or “**Franchisor**”) and _____ (“**Franchisee**”).

1. The second paragraph of Section 12.4 of the Franchise Agreement is amended with the following:

It is unlawful for a franchisor to prevent a franchisee from selling or transferring a franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, to another person provided that the person is qualified under the franchisor’s then-existing standards for the approval of new or renewing franchisees, these standards to be made available to the franchisee, as provided in Section 20029, if applicable, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, if applicable, or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement.

2. No Statement, questionnaire, or acknowledgement signed 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.
3. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR:
GANSO ABURADO USA FRANCHISE LLC

FRANCHISEE:

By: _____
Name/Title

By: _____
Name/Title

ATTACHMENT H TO THE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC
FRANCHISEE DISCLOSURE QUESTIONNAIRE

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN THE STATE OF CALIFORNIA: DO NOT COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS IN THIS QUESTIONNAIRE.

As you know, Ganso Aburado USA Franchise LLC (“we” or “us”) and you are preparing to enter into a Franchise Agreement for the operation of a GANSO ABURADO Restaurant franchise. The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee. Please review each of the following statements and provide your initials as confirmation of each statement.

1. _____ I have received and personally reviewed the Franchise Agreement and each exhibit or scheduled attached to it.
2. _____ I have received and personally reviewed the Franchise Disclosure Document as provided by Ganso Aburado.
3. _____ I have signed the receipt pages for the Franchise Disclosure Document indicating the date I received it.
4. _____ I understand all the information contained in the Franchise Disclosure Document and the Franchise Agreement.
5. _____ I have discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and I do understand the risks associated with operating a Franchised Business.
6. _____ I understand the risks of operating a Ganso Aburado Franchise.
7. _____ I understand the success or failure of this franchise will depend in large part upon your skills, abilities, and efforts and those of the persons I employ, as well as many factors beyond my control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.
8. _____ I understand that the Franchisor is not obligated to provide assistance to you in finding and securing a location for my Ganso Aburado Restaurant.
9. _____ I understand that the Franchisor is not responsible for any construction delays.

10. _____ I understand all disputes or claims that arise out of or under the Franchise Agreement must be brought in arbitration in the judicial district in which our principal place of business is located, if not resolved informally or by mediation.
11. _____ I understand the Franchise Agreement provides that I can only collect compensatory damages on any claim under the Franchise Agreement, and not any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits).
12. _____ I understand that the Operations Manager must successfully complete the training program prior to the Opening Date; and that if he or she fails to satisfactorily complete the Franchisor's training program, and if I fail to cure such default within 90 days following written notice from the Franchisor, the Franchisor has the right to terminate the Franchise Agreement.
13. _____ I understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises.
14. _____ I understand that the U.S. Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities. I further acknowledge that I have never been a suspected terrorist or associated directly or indirectly with terrorist activity nor am I purchasing a Ganso Aburado Restaurant franchise with the intent or purpose of violating any anti-terrorism law or for obtaining money to be contributed to a terrorist organization.
15. _____ I understand that we will not approve your purchase of a Ganso Aburado Restaurant franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity.
16. _____ At no time has an employee or other person speaking on our behalf made any statement or promise concerning the revenues or profits of the Franchised Business that we or our franchisees operate.
17. _____ At no time has an employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Ganso Aburado Restaurant franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document
18. _____ At no time has no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in our Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support services, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document.
19. _____ I understand that the Franchise Agreement contains the entire agreement between us and you concerning this franchise, meaning that we are not bound by any prior oral or written statements that may have been made to you but which are not contained in the Franchise Agreement or Franchise Disclosure Document.

Comments: _____

The following only applies to Maryland residents and/or franchises to be operated in the State of Maryland:

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.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

Name of Franchisee/Applicant:

Date: _____

_____, Individually

Date: _____

_____, Individually

**EXHIBIT C
DEVELOPMENT AGREEMENT**

**TO THE FRANCHISE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC**

**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT**



**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT
SUMMARY PAGES**

EFFECTIVE DATE: _____

DEVELOPER: _____

ADDRESS FOR NOTICES: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

DEVELOPMENT AREA: _____

**NUMBER OF RESTAURANTS
TO BE DEVELOPED:** _____

**INITIAL FRANCHISE FEE FOR
THE FIRST RESTAURANT TO
BE DEVELOPED:** \$30,000

DEVELOPMENT FEE: \$_____ +(\$15,000 X ____ total restaurants to be developed)

TRANSFER FEE: \$2,500 payable if you are an individual transferring to a business entity for convenience of operation (Section 8.2).

\$2,500 payable if your Owners are transferring among themselves a minority ownership interest to one or more third parties (Section 8.3)

\$25,000 plus related expenses for transfer of business or controlling interest (Section 8.4)

FRANCHISOR: Ganso Aburado USA Franchise LLC
838 Walker Road, Suite 21-2
Dover Kent, DE 19904
Attn: Manager

DEVELOPMENT SCHEDULE:

Minimum Number of Restaurants to be Developed	Initial Franchisee for Each Outlet Developed	Amount Due at Signing the Development Agreement	Amount Due on Signing of the Unit Franchise Agreement
1			
2			
3			
4			
5			

Franchisor Initial

Developer Initial

**DEVELOPMENT AGREEMENT
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ATTACHMENTS

Attachment A	Glossary of Additional Terms
Attachment B	Restaurant Development Area and Development Schedule
Attachment C	Entity Information
Attachment D	Guaranty and Personal Undertaking
Attachment E	Form of Franchise Agreement
Attachment F	State Specific Addendum

GANSO ABURADO USA FRANCHISE LLC DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the Effective Date reflected in the Summary Pages (“Effective Date”), by and between Ganso Aburado USA Franchise LLC, a Delaware limited liability company (“Franchisor”) and the Developer identified in the Summary Pages (“you”).

A. Franchisor has acquired the license to use and to sublicense the use of a distinctive business format and system relating to the establishment and operation of a dine-in and take-out restaurant featuring umami mixed ramen commonly known as Abura-soba or soupless ramen featuring specially crafted noodles, seasonings, sauces, along with specialty made non-alcoholic beverages, soft drinks, and related items under the name GANSO ABURADO (the “System”).

B. The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design, decor, color scheme, graphics, fixtures and furnishings, proprietary recipes, procedures for preparing, packaging, and serving menu items, operation and customer service standards and procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques, and procedures that Franchisor designates for developing, operating, and managing a Ganso Aburado Restaurant, all of which Franchisor may change, improve, and further develop (collectively, “Standards”).

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark “GANSO ABURADO” and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (“Marks”).

D. You desire the right to develop multiple restaurants under the System and Marks (collectively “Restaurants” or individually “Restaurant”) and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1 Grant of Restaurant Development Rights .

1.1.1 Franchisor hereby grants to you, and you hereby accept, the right and obligation, to develop the number of Restaurants in the Development Area (identified in the Summary Pages) within the timeframe set forth in the Development Schedule (identified in Attachment B). Each Restaurant to be developed shall be developed and operated pursuant to a separate franchise agreement to be entered into between you and the Franchisor in accordance with Section 4.1.

1.1.2 This Agreement does not grant you the right or license to use any of the Marks; your right to operate a Restaurant and license to use the Marks derives solely from the Franchise Agreements that you will enter into under this Agreement.

1.1.3. The development rights granted under this Agreement belong solely to you: you may not share them, divide them, subfranchise or sublicense them, or transfer them, except in accordance with the transfer provisions of this Agreement.

1.2. Development Area Protection.

1.2.1. During the term of this Agreement, Franchisor shall not own or operate, or grant anyone else the right to operate, a Ganso Aburado Restaurant within the Development Area, except for Captive Markets as described in Section 1.2.2. below.

1.2.2. Franchisor reserves to itself all other rights in and to use the Marks including the right to: (a) own and operate and to grant others the right to own and operate Ganso Aburado Restaurants outside the Development Area, regardless of their proximity to the Development Area; (b) operate Ganso Aburado Restaurants and license the use of the Marks and System in “Captive Markets” within and outside the Development Area; (c) distribute products and services identified by the Marks, such as pre-packaged product, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales, and/or the Internet; and (d) make deliveries or permit other franchisees to make deliveries to locations within your Development Area.

1.2.3 Nothing in this Agreement prohibits or restricts Franchisor from (a) owning, acquiring, establishing, operating, or granting franchise rights for one or more other businesses under a different trademark or service mark (i.e., a mark other than GANSO ABURADO), whether or not the business is the same as or competitive with Ganso Aburado Restaurants; or (b) owning, operating, or franchising one or more businesses offering products or services other than ramen under the name Ganso Aburado or some derivative of the Marks.

2. TERM OF DEVELOPMENT AGREEMENT

2.1 Term. Unless sooner terminated, the term (“Term”) of this Agreement begins on the Effective Date and, unless otherwise negotiated, terminated or extended as provided in this Agreement, expires on the earlier of: (a) the date on which you have completed your development obligations under this Agreement, or (b) 12:00 midnight CST on the last day of the last Development Period identified in Attachment B.

2.2 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all territorial protection afforded under this Agreement ends, and you have no further right to develop any Ganso Aburado Restaurants for which a Franchise Agreement has not been signed. Termination or expiration of this Agreement does not affect any rights or obligations under any then-existing Franchise Agreement.

3. FEES

3.1 Development Fee. Upon execution of this Agreement, you shall pay to Franchisor a development fee in the total amount set forth in the Summary Pages (“Development Fee”). When each Franchise Agreement is signed, Franchisor will credit the applicable initial franchise fee due on your behalf. The Development Fee is fully earned by Franchisor when paid and is not refundable, in whole or in part, under any circumstances.

3.2. Initial Franchise Fee. For each Franchise Agreement signed under this Agreement, you shall pay to Franchisor an initial franchise fee in the amount set forth in the Summary Pages, notwithstanding any contrary provision of the Franchise Agreement.

4. DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4.1. Separate Franchise Agreements. The Franchise Agreement for the first Restaurant to be developed under this Agreement is the form attached as Attachment E. The Franchise Agreement for the second and each additional Restaurant to be developed is the form of Franchisor’s then-current Franchise Agreement, the terms of which may be materially different from the terms of Attachment E.

4.2. Development Schedule. Recognizing that time is of the essence, you agree to satisfy the Development Schedule set forth in Attachment B. Your failure to adhere to the Development Schedule is a default pursuant to Section 9.2. of this Agreement.

4.3 Manner for Exercising Development Rights

4.3.1. Before exercising any development rights granted hereunder, you shall apply with Franchisor for a franchise to operate a Restaurant. If Franchisor, in its sole discretion, determines that you have met each of the following operational, financial, and legal conditions, then Franchisor will grant you

a franchise for each respective Restaurant:

(a) *Operational Conditions.* Compliance with the Development Schedule and this Agreement, and you or your Affiliates are in compliance with any other agreement between them and Franchisor or its Affiliates. You are conducting the operation of your existing Restaurants, if any, and are capable of conducting the operation of the proposed Restaurant in accordance with the terms and conditions of this Agreement, the respective Franchise Agreements, and the standards, specifications, and procedures set forth and described in the Manuals (defined in the Franchise Agreement).

(b) *Financial Conditions.* You and your Owners satisfy Franchisor's then-current financial criteria for developers and Owners of Ganso Aburado Restaurants. You and your Owners have been and are faithfully performing all terms and conditions under each of the existing Franchise Agreements with Franchisor. You are not in default, and have not been in default during the rolling 12 months preceding your request for financial approval of any monetary obligations owed to Franchisor or its Affiliates under any Franchise Agreement or any other agreement between you or your Affiliates and Franchisor or its Affiliates. You acknowledge and agree that it is vital to Franchisor's interest that each of its franchisees must be financially sound to avoid failure of a Restaurant and that such failure would adversely affect the reputation and good name of Ganso Aburado and the System.

(c) *Legal Conditions.* You have submitted to Franchisor, in a timely manner, all information and documents requested by Franchisor as a basis for the issuance of individual franchises or pursuant to any right granted to you by this Agreement or by any Franchise Agreement.

4.4. *Development Schedule.* Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4.3. and the Development Schedule reflected in Attachment B. You may, subject to the terms and conditions of this Agreement and with Franchisor's prior written consent, which may be withheld in its sole discretion, develop more than the total minimum number of Restaurants which you are required to develop during any Development Period. Any Restaurant developed in excess of the minimum number of Restaurants required to be developed shall be applied to satisfy your development obligation during the next succeeding Development Period, if any. Notwithstanding the above, you shall not open or operate more than the cumulative total number of Restaurants you are obligated to develop under the Development Schedule and you may not open your second Restaurant until you have been open and operating your first Restaurant for at least ninety (90) days.

4.4.1. If during the term of this Agreement, you cease to operate any Restaurant developed under this Agreement for any reason, you shall develop a replacement Restaurant. The replacement Restaurant shall be developed within a reasonable time (not to exceed one hundred twenty (120) days) after you cease to operate the original Restaurant. If, during the term of this Agreement, you transfer your interest in a Restaurant in accordance with the terms of the applicable Franchise Agreement for the Restaurant, the transferred Restaurant shall continue to be counted in determining whether you have complied with the Development Schedule so long as it continues to be operated as a Ganso Aburado Restaurant. If the transferred Restaurant ceases to be operated as a Ganso Aburado Restaurant during the term of this Agreement, you shall develop a replacement Restaurant within a reasonable time (not to exceed one hundred twenty (120) days) thereafter.

4.4.2. Your failure to adhere to the Development Schedule (including any extensions thereof, where such extensions have been approved by Franchisor in writing) or to any time period for the development of replacement Restaurants is a material breach of this Agreement.

4.4.3. You acknowledge and agree that you have conducted an independent investigation of the business contemplated under this Agreement, that you fully understand your obligations under this Agreement, and that you recognize and assume all associated risks. In addition, you acknowledge that Franchisor makes no representation regarding: (a) that your Development Area contains a sufficient number of acceptable locations to meet the number of Restaurants to be developed under the Development

Schedule; nor (b) that your Development Area is sufficient to economically support the number of Restaurants to be developed under the Development Schedule. You acknowledge that you have performed all related and necessary due diligence before the execution of this Agreement and that, accordingly, you assume the risk of identifying a sufficient number of acceptable locations within the Development Area and the economic risk of developing the number of Restaurants set forth in Attachment B.

4.5. Projected Opening Dates. You acknowledge that the Projected Opening Date for each Restaurant to be developed hereunder is reasonable. Subject to your compliance with Section 4.3, hereof, you shall execute a Franchise Agreement for each Restaurant at or prior to the applicable execution date set forth in the Summary Pages, which shall be a date no later than 12 months prior to the Projected Opening Date for the applicable Restaurant.

4.5.1. No later than thirteen (13) months prior to expiration of a Development Period expiration date, you shall request to sign a Franchise Agreement for each Restaurant to be developed during the Development Period.

4.5.2. Upon receiving your request, Franchisor shall deliver to you its then-current form of Franchise Disclosure Document and execution copies of its then-current form of Franchise Agreement.

4.5.3. No later than the Franchise Agreement Execution Date identified in the Development Schedule (but in no sooner than as permitted by law), you shall sign and return a signed copy of the Franchise Agreement and payment of the initial franchise fee (less any applicable development fee credit) due thereunder.

4.5.4 Franchisor shall approve and countersign the Franchise Agreement if:

(a) You are in compliance with this Agreement and all other agreements between you or your Affiliates and Franchisor including, without limitation, all Franchise Agreements signed under this Agreement. If this condition is not met, Franchisor may require you to cure any deficiencies before it approves and countersigns the Franchise Agreement.

(b) You have demonstrated to Franchisor, in Franchisor's sole discretion, your financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement.

(c) You, your Owners, each of your Affiliates, and their Owners who have a then-currently effective Franchise Agreement or Development Agreement with Franchisor has signed a general release, in a form prescribed by Franchisor, of any and all claims that the party has, had, or claims to have against Franchisor and/or its Affiliates and their respective officers, directors, agents and employees, whether the claims are known or unknown, arising out of or relating to this Agreement, any Franchise Agreement, the relationship created by this Agreement or any Franchise Agreement, and the offer and sale of the Ganso Aburado franchise opportunity.

4.6. Extension of Development Period. You, at your option, may obtain a 120-day extension to any Development Period, by delivery of written notice to Franchisor of the desired extension with payment of a \$3,000 extension fee. Upon delivery of notice and full payment, the current Development Period will be extended for 120 days, and the Development Schedule shall be adjusted appropriately. No more than two extensions may be obtained during the term of this Agreement.

5. DEVELOPER'S OBLIGATIONS

5.1. Satisfaction of Development Schedule. You shall execute a Franchise Agreement for each Restaurant contemplated under this Agreement in accordance with Section 4.1. and the Development Schedule and shall establish and operate each Restaurant in accordance with the terms and conditions of the respective Franchise Agreement.

5.2. Compliance with Laws. You shall fully comply with all federal, state, and local laws, rules, and regulations when exercising your rights and fulfilling your obligations under this Agreement.

5.3. Developer May Not Exceed the Development Obligation. Unless Franchisor otherwise authorizes in writing, you may not construct, equip, open, and operate more than the total number of Ganso Aburado Restaurants reflected on the Development Schedule.

6. CONFIDENTIALITY

6.1 Nondisclosure of Confidential Information. You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the development and operation of the Restaurants, and you shall divulge Confidential Information only to your employees, and only on a need-to-know basis. This obligation shall survive expiration or termination of this Agreement

7. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

7.1 Independent Contractor. The parties acknowledge and agree that you are operating the business contemplated under this Agreement as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party has any fiduciary obligations to the other or will be liable for the debts or obligations of the other. Neither party has the right to bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed in writing by the parties. Further, you shall conspicuously identify yourself and the business contemplated under this Agreement in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

7.2. Insurance Obligations.

7.2.1. You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you, Franchisor and its Affiliates, and its parent company and its Affiliates, and their respective partners, shareholders, members, directors, regional directors, managers, agents, employees, successors and assigns ("Franchisor Insureds"), against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the business contemplated under this Agreement.

7.2.2. Such policy or policies shall: (a) be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business (as defined in the Franchise Agreement) is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; (b) name Franchisor and Franchisor Insureds on a primary non-contributory basis; (c) the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to Franchisor); and (d) comply with Franchisor's written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage that Franchisor requires from time to time. Franchisor may unilaterally modify these insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of such change.

7.2.3. In connection with any and all insurance that you are required to maintain under this Section 7.2, you and your insurers shall agree to waive their rights of subrogation against Franchisor, and you shall provide evidence of such waiver in accordance with this Section 7.2.

7.2.4. Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 7.3. of this Agreement.

7.2.5. All public liability and property damage policies shall contain a provision that Franchisor and its Affiliates, although named as additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor, or its Affiliates, partners, shareholders, officers,

directors, agents, or employees by reason of your negligence.

7.2.6. At least 10 days prior to the time you are first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, you shall deliver to Franchisor a certificate of insurance evidencing your compliance with this Article 7. No less than 30 days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

7.2.7. If you fail to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but is not required) to procure such insurance on your behalf. Such right shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor. If this occurs, you shall reimburse Franchisor the cost of the premium and pay a reasonable administrative fee not to exceed \$500 upon demand.

7.3 Indemnification. You shall indemnify and hold harmless to the fullest extent by law, Franchisor, its Affiliates and their respective directors, officers, managers, employees, shareholders, and agents, (collectively, "Indemnitees") from any and all "losses and expenses" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the business contemplated under this Agreement ("event"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 7.3, the term "losses and expenses" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. You shall give Franchisor prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek your advice and counsel. Any assumption by Franchisor shall not modify your indemnification obligation. Franchisor may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the indemnities or the System.

8. TRANSFER OF INTEREST

8.1 Transfer by Franchisor. Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of Franchisor's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that Franchisor and/or its Affiliates may sell their assets, the Marks, Copyrighted Works or the System; may sell securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands, or damages arising from or relating to the loss of Franchisor's name, the Marks (or any variation thereof), Copyrighted Works, and System and/or the loss of association with or identification of Ganso Aburado USA Franchise LLC as the franchisor under this Agreement. You

specifically waive any and all other claims, demands, or damages arising from or related to the foregoing merger, acquisition, and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract, or breach of the implied covenant of good faith and fair dealing. You agree that Franchisor has the right, now or in the future, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Ganso Aburado Restaurants operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to any Ganso Aburado developed under this Agreement).

8.2. Transfer by Individual Developer to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first 12 months of this Agreement by signing Franchisor's standard form of assignment and assumption agreement if: (a) the Business Entity is formed solely for purposes of continuing your development rights and obligations; (b) you provide to Franchisor a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed; (c) you sign a general release in favor of Franchisor and in the form Franchisor requires; and (d) you pay to Franchisor the applicable transfer fee in the amount set forth in the Summary Pages.

8.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if: (a) you have provided to Franchisor advance notice of the transfer; (b) Attachment C to this Agreement has been amended to reflect the new ownership; (c) each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D; (d) each previous and/or new Owner has signed a general release in favor of Franchisor and in the form Franchisor requires, and (d) you pay to Franchisor the applicable transfer fee in the amount set forth in the Summary Pages.

8.4. Transfer of Agreement; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of any Restaurant developed hereunder, and the sale of a Controlling Interest in you if you are a Business Entity) require Franchisor's prior written consent. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

8.4.1. Your written request for consent accompanied by delivery of a copy of the proposed transfer agreements, including sale terms, at least 30 days prior to the proposed transfer; and Franchisor has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of any Franchised Business in operation at the time of transfer;

8.4.2. The transferee has demonstrated to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial, and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate each Franchised Business; and has sufficient equity capital to operate each Franchised Business (which such condition shall be presumed if the transferee's net worth is equal to or exceeds your net worth at the time of transfer, excluding the value of each Franchised Business);

8.4.3. All of your accrued monetary obligations and all other outstanding obligations to Franchisor, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates and your suppliers;

8.4.4. You or the transferee shall have agreed to refurbish each Restaurant premises identified by Franchisor so that it meets Franchisor's image requirements for new Ganso Aburado Restaurants;

8.4.5. You and each Owner have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, managers, shareholders, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising;

8.4.6. Payment of the applicable Transfer Fee in the amount set forth in the Summary Pages;

8.4.7. The transferee has executed Franchisor's then-current form of development agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different development schedule or opening dates. The term of such development agreement shall be the remaining term of this Agreement at the time of transfer;

8.4.8. If the transferee is a Business Entity, then the transferee's Owners each shall sign Franchisor's standard form of Guaranty and Personal Undertaking;

8.4.9. The transferee has complied with Franchisor's then-current initial training requirements for the operation of each then-existing Restaurant; and

8.4.10. You have paid all fees due to Franchisor under its then-current franchise resale policy or program if Franchisor introduced the buyer to you

8.5. Reserved

8.6. Transfers Void. Any purported transfer, by operation of law or otherwise, made without Franchisor's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

8.7. Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in this Agreement or the franchise without Franchisor's consent.

8.8. Private or Public Offerings. If you are a Business Entity and you intend to issue equity interests pursuant to a private or public offering, you shall first obtain Franchisor's written consent, which such consent shall not be unreasonably withheld. You must provide to Franchisor, for its review, a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of your securities, and Franchisor's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. Franchisor may condition its approval on satisfaction of any or all of the conditions set forth in Section 8.4. and on execution of an indemnity agreement, in a form prescribed by Franchisor, by you and any other participants in the offering. For each proposed offering you shall pay to Franchisor a retainer in an amount determined by Franchisor, which Franchisor shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

8.9. Right of First Refusal. If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor has the option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a

qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third party offer; or (b) within sixty (60) days from the date of notice to the seller of Franchisor's election to purchase. Franchisor's failure to exercise the option described in this Section 8.9. shall not constitute a waiver of any of the transfer conditions set forth in this Article 8.

8.10 Transfer Upon Death or Incapacitation. Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, except that the transfer fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 8, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six (6) months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, Franchisor may, at its option, terminate this Agreement, pursuant to Section 9.5.

8.11 Non-Waiver of Claims. Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor's and the transferee are parties, by the transferee.

9. DEFAULT AND TERMINATION

9.1 Termination in the Event of Bankruptcy or Insolvency. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice if: (a) you become insolvent or make a general assignment for the benefit of creditors; (b) if a petition of bankruptcy (whether voluntary or involuntary) is filed by you or such a petition is filed against you and you do not oppose it; (c) if you are adjudicated as bankrupt or insolvent; (d) if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (e) if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) if proceedings for a composition with creditors under any state or federal law is instituted by or against you; (g) if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (h) if you are dissolved; (i) if execution is levied against your business or property; (j) if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against any Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; or (k) if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

9.2 Termination with Notice and Without Opportunity to Cure. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: (a) you fail to meet the Development Schedule; (b) you or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; (c) there is any transfer or attempted transfer in violation of Article 8 of this Agreement; (d) you or any Owner fails to comply with the confidentiality or non-compete covenants in Article 6 and Article 10 of this Agreement; (e) you or any Owner has made any material misrepresentations in connection with your developer application; or (f) Franchisor delivers to you three or more written notices of default pursuant to this Article 9 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

9.3. Termination with 10-Day Cure Period. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within 10 days after delivery of written notice: (a) failure to obtain or maintain required insurance coverage; (b) failure to pay any amounts due to Franchisor and/or its Affiliates; (c) failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); or (d) failure to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations.

9.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 9, Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

9.5. Termination Related to Death or Permanent Incapacity. Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 8.10. is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

9.6. Cross-Default. Any default under any agreement between you and Franchisor or its Affiliates, which your failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement.

9.7. Additional Remedies. If you are in default of this Agreement, Franchisor may, in its sole discretion, elect to reduce the number of Restaurants which you may establish pursuant to the Development Schedule. If Franchisor elects to exercise this remedy as set forth above, you agree to continue to develop Restaurants in accordance with your rights and obligations under this Agreement, as modified. Franchisor's exercise of its remedy under this Section 9.7. shall not constitute a waiver by Franchisor to exercise Franchisor's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature.

10. COVENANTS

10.1 Non-Competition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable, specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of Franchisor and the System. You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by Franchisor, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

10.1.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

10.1.2. Employ or seek to employ any person who is or has been, within the previous 30 days, employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or otherwise directly or indirectly induce such person to leave his or her employment.

10.1.3. Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any fast casual, quick service, or full service restaurant that offers ramen defined as the sale of noodles, noodle-soups, soupless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item, other than Ganso Aburado Restaurant operated pursuant to a then-currently effective franchise agreement with Franchisor at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

10.2. Non-Competition After Expiration or Termination of Agreement. Commencing upon the later of: (a) a transfer permitted under Article 8 of this Agreement, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination) or (b) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 10.2., and continuing for an uninterrupted period of two years thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any fast casual, quick service, or full service restaurant that offers ramen defined as the sale of noodles, noodle-soups, souplless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item, other than a Ganso Aburado Restaurant operated pursuant to a then-currently effective franchise agreement with Franchisor, and (i) is, or is intended to be, located at the location of the former Franchised Business; (ii) within a 10-mile radius of the Restaurant; or (iii) within a one-mile radius of any other Restaurant operating under the System and Marks in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the franchisee for any reason during the franchise time, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this Section 10.2. shall be tolled during any period of noncompliance.

10.3. Additional Provisions. The parties acknowledge and agree that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 10.1. and 10.2., or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 10. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 10.

10.4. Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 10 would result in irreparable injury to the Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

10.5. Exception for Publicly Held Companies. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

11. REPRESENTATIONS

11.1. Representations of Franchisor. Franchisor represents and warrants that (a) Franchisor is duly organized and validly existing under the law of the state of its formation; (b) Franchisor is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and (c) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within Franchisor's corporate power and have been duly authorized.

11.2. Representations of Developer.

11.2.1. You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify Franchisor in writing within 10 days of any change in the information as set forth in Attachment C. You further represent to Franchisor that (a) you are duly organized and validly existing under the law of the state of your formation;

(b) you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; (c) your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the development and operation of the Franchised Business. You warrant and represent that neither you nor any of your Affiliates or Owners own, operate, or have any financial or beneficial interest in any business that is the same as or similar to a Ganso Aburado Restaurant; and (d) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under its written partnership or limited liability company agreement and have been duly authorized.

11.2.2. You acknowledge that you have conducted an independent investigation of the proposed franchise, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent business person.

11.2.3. Except for representations contained in Franchisor's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither Franchisor nor its agents or representatives have made any representations, and you have not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential net sales, expenses, or profit of a Ganso Aburado Restaurant.

11.2.4. You acknowledge that you have received a complete copy of Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.

11.2.5. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

11.2.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("Blocked Persons"). You represent and warrant to Franchisor that you will not accept money from or employ any Blocked Person.

12. NOTICES

12.1 Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by electronic communication such as email. Service shall be deemed conclusively made: (a) at the time of service, if personally served; (b) 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (c) upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (d) 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (e) at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within 24 hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

13. CONSTRUCTION

13.1. Entire Agreement. This Agreement and any other agreements executed by the parties concurrently with the parties' execution of this Agreement represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to you in connection with this franchise offering.

13.2. No Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

13.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

13.4. Survival of Terms. Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

13.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A (“Glossary of Additional Terms”). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

13.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. As applicable, each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment D. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person’s obligations hereunder and under the applicable Guaranty and Personal Undertaking.

13.7. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

13.8. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

14. APPLICABLE LAW; DISPUTE RESOLUTION

14.1 Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties’ relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws).

14.2 Mediation.

14.2.1 The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, Franchisor, you, and each Owner agree to submit any claim, controversy, or dispute between Franchisor or its Affiliates (and Franchisor’s and its Affiliate’s respective owners, officers, directors, managers, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or relating to: (a) this Agreement or any other agreement between Franchisor and you, (b) Franchisor’s relationship with you, or (c) the validity of this Agreement or any other agreement between Franchisor and you, to mediation before bringing such

claim, controversy, or dispute in a court or before any other tribunal.

14.2.2. The mediation shall be conducted by a mediator agreed upon by Franchisor and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization (“AAA”) in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal place of business at the time mediation is initiated. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys’ fees incurred by either party), shall be borne by the parties equally.

14.2.3. If the parties are unable to resolve the claim, controversy, or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 14.3. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

14.2.4. Notwithstanding the foregoing provisions of this Section 14.2., the parties’ agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, ownership of the Marks or Copyrighted Works, or Franchisor’s Confidential Information. Moreover, regardless of this mediation agreement, Franchisor and you are required in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

14.2.5. Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

14.3 Arbitration.

14.3.1. Any dispute, controversy, or claim arising out of or relating to this Agreement and the relationships created hereby that are not resolved during the mediation process described in Section 14.2. must be resolved by arbitration. The arbitration must be administered in accordance with the Commercial Rules of the AAA. The Arbitrator must be a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) (“FAA”). Judgment upon the arbitrator’s award may be entered in any court of competent jurisdiction, and the arbitrator must state in writing the reasoning upon which the award is based. The costs and expenses of arbitration paid to the AAA or to the arbitrator will be paid equally by the parties. All other arbitration-related expenses, including but not limited to, attorneys’ fees and travel expenses, will be paid by the party that incurred such expense.

14.3.2. Arbitration will be conducted in the city in which Franchisor maintains its principal business offices at the time of the arbitration. Arbitration will be conducted on an individual, not a class-wide, basis and an arbitration proceeding between the parties and their respective Owners, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between Franchisor and any other person. The arbitrator has no power or authority to award punitive damages.

14.3.3. Any disputes concerning the enforceability or scope of this arbitration provision must be resolved pursuant to the FAA, and the parties agree that the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of this arbitration provision. If, prior to an Arbitrator’s final decision, either you or Franchisor commences an action in any court for a claim that arises out of or relates to this Agreement (except for the purpose of enforcing this arbitration provision or as otherwise permitted by this Agreement), the party bringing the action in court will be responsible for the other party’s expenses of enforcing this arbitration provision, including court costs, arbitration filing fees, and other costs and attorneys’ fees.

14.3.4. If you institute any claim subject to this arbitration proceeding in any court, and Franchisor

succeeds in a motion to compel arbitration of the claim, you must reimburse Franchisor its reasonable attorneys' fees and costs in defending the action and in its motion to compel arbitration.

14.3.5. You shall not assert any claim or cause of action against us, our officers, directors, shareholders, employees, or affiliates after two years following the event giving rise to such claim or cause of action.

14.3.6. Notwithstanding the foregoing, Franchisor has the right to apply to any court of competent jurisdiction for injunctive relief to prevent continued or threatened harm while arbitration is pending. You and your Owners irrevocably consent to personal jurisdiction in the state and federal courts located in the county in which Franchisor maintains its principal place of business for this purpose.

14.3.7. Notwithstanding the foregoing provisions of this Section 14.3., the parties' agreement to arbitrate will not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, ownership of the Marks or Copyrighted Works, or Franchisor's Confidential Information. Moreover, regardless of this arbitration agreement, Franchisor and you are required in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

14.3.8 For avoidance of doubt, this provision specifically requires both parties to arbitrate our disputes through the American Arbitration Association ("AAA"). The arbitration process allows the disputes to be heard and decided by one arbitrator, selected using the AAA's standard selection process, apply the law to the facts and evidence presented and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA commercial rules.

14.3.9 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

14.4. Venue. With respect to any controversies, disputes, or claims which are not finally resolved through mediation, as provided in Section 14.2., the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought and maintained exclusively and within the state and federal judicial district court in which Franchisor maintains its principal place of business at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Nothing contained in this Agreement bars Franchisor's right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining such relief.

14.5 Non-exclusivity of Remedy. No right or remedy conferred upon or reserved to Franchisor or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

14.6. WAIVER OF JURY TRIAL. FRANCHISOR AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

14.7. WAIVER OF PUNITIVE DAMAGES. THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

14.8. Right to Injunctive Relief. Nothing contained in this Agreement will bar Franchisor's right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable

attorneys' fees incurred by Franchisor in obtaining such relief.

14.9 Time Limitation to Bring a Claim. YOU MUST BRING ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM, OR YOUR CLAIM WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING, AS PERMITTED, IS COMMENCED IN THE APPROPRIATE FORUM WITHIN THIS TWO-YEAR PERIOD.

14.10. Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

14.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page. Each party hereto, and their respective successors and assigns, shall be authorized to rely upon the signatures of all of the parties hereto which are delivered by facsimile, email or other electronic means (e.g. DocuSign) as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures. Franchisor and Franchisee (a) intend to be bound by the signatures (whether original or electronic) on any document sent or delivered by electronic mail or other electronic means, (b) are aware that the other party will rely on such signatures and acknowledgements, and (c) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature and acknowledgement. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

14.12. No Representations; No Reliance. You acknowledge, expressly represent, and warrant that, except for representations made in Franchisor's franchise disclosure document, Franchisor has made no representations, warranties, or guarantees, express or implied, as to the potential revenues, profits or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations in making your decision to enter into this Agreement. You further acknowledge, expressly represent, and warrant that neither Franchisor nor its representatives have made any statements inconsistent with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date set forth above.

FRANCHISOR
GANSO ABURADO USA FRANCHISE LLC

DEVELOPER

By: _____
Name/Title

By: _____
Printed Name: _____
Title: _____

**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT
ATTACHMENT A
GLOSSARY OF ADDITIONAL TERMS**

“Affiliate” means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person.

“Business Entity” means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.

“Captive Market” means any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto). As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

“Confidential Information” means all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; Franchisor’s proprietary recipes and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Development Agreement or Franchise Agreement, and all other information that Franchisor designates.

“Controlling Interest” means: (a) if you are a corporation or a limited liability company, that the Owners, either individually or cumulatively (i) directly or indirectly own at least 51% of the shares of each class of the developer entity’s issued and outstanding capital stock or membership units, as applicable; and (ii) are entitled, under its governing documents and under any agreements among the Owners, to cast a sufficient number of votes to require such entity to take or omit to take any action which such entity is required to take or omit to take under this Agreement; or (b) if you are a partnership, that the Owners (i) own at least 51% interest in the operating profits and operating losses of the partnership as well as at least 51% ownership interest in the partnership (and at least 51% interest in the shares of each class of capital stock of any corporate general partner); and (ii) are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement. Any interest less than 51% of the corporation, limited liability company, or partnership is a “Non-Controlling Interest.”

“Copyrighted Works” means works of authorship which are owned by Franchisor and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, Franchisor’s product packaging and advertising and promotional materials, and the content and design of Franchisor’s website and advertising and promotional materials.

“Development Period” means each of the time periods indicated on Attachment B during which you shall have the right and obligation to construct, equip, open and thereafter continue to operate Ganso Aburado Restaurants.

“Franchise Agreement” means the form of agreement prescribed by Franchisor and used to grant to you the right to own and operate a single Restaurant, including all attachments, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

“Force Majeure” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement.

“Owner” means each individual or entity holding a beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust.

**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT
ATTACHMENT B
RESTAURANT DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE**

The “Development Area” is described as follows:

(excluding “Captive Markets” within Development Area reserved to the Franchisor).

The “Development Schedule” is as follows:

Development Period	Expiration Date of Development Period	Cumulative Total Number of Stores Located in the Development Area Which Developer Shall Have Open and in Operation
1		
2		
3		

The “Projected Opening Dates” are as follows:

Restaurant	Projected Opening Date	Franchise Agreement Execution Date
1		
2		
3		

IN WITNESS WHEREOF, the parties hereof have executed this Attachment B as of the dates shown below but effective for all purposes as of the Effective Date _____.

FRANCHISOR:
GANSO ABURADO USA FRANCHISE LLC

DEVELOPER:

By: _____
Name/Title

By: _____
Name/Title

**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT**

**ATTACHMENT C
ENTITY INFORMATION**

If Developer is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of _____.

- (1) Developer is a _____, formed under the laws of the state of _____.
- (2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the Developer’s charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing.
- (3) You promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.
- (4) The name and address of each of Owner:

Name	Address	Number of Shares or Percentage Interest

- (5) The address where the Developer’s Financial Records, and other records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

FRANCHISOR
GANSO ABURADO USA FRANCHISE LLC

DEVELOPER

By: _____
NAME/TITLE

By: _____
Name/Title

GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT
ATTACHMENT D
GUARANTY AND PERSONAL UNDERTAKING

1. I have read the Development Agreement between Ganso Aburado USA Franchise LLC (“Franchisor”) and _____ (“Developer”).
2. I own a beneficial interest in the Developer, and would be considered an “Owner” within the definition contained in Development Agreement.
3. I understand that, were it not for this Guaranty and Personal Undertaking (“Guaranty”), Franchisor would not have agreed to enter into the Development Agreement with the Developer.
4. I will comply with all of the provisions contained in Article 6 of the Development Agreement concerning the use of the Confidential Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Development Agreement. I further agree not to disclose any of the Confidential Information, except (a) to the Developer’s employees on a need to know basis, (b) to the Developer’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and (c) as otherwise may be required by law.
5. I will comply with all of the provisions contained in Article 8 of the Development Agreement concerning the assignment of my Development Agreement.
6. While I am an “Owner” of the Developer and, for a two-year period after I cease to be an Owner (or two years after termination or expiration of the Development Agreement, whichever occurs first), I will not:
 - (a) Divert or attempt to divert any present or prospective customer of the Ganso Aburado Restaurant to any competitor or do anything to harm the goodwill associated with the Marks and the System;
 - (b) Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or induce such person to leave his or her employment; or
 - (c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any fast casual, quick service, or full-service restaurant that offers ramen defined as the sale of noodles, noodle-soups, souplless ramen or noodles, or food advertised or promoted as Japanese style as a primary menu or significant menu item, other than a Ganso Aburado Restaurant operated pursuant to a then-currently effective franchise agreement. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. It will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Development Agreement, whichever occurs first) to any location that is, within a 10-mile radius of the Restaurant or within a 10-mile radius of any other Ganso Aburado Restaurant.
7. I agree that the provisions contained in Article 14 of the Development Agreement will apply to any dispute arising out of or relating to this Guaranty. If Franchisor brings any legal action to enforce its rights under this Guaranty, I will reimburse Franchisor its reasonable attorneys’ fees and costs.
8. I hereby guarantee the prompt and full payment of all amounts owed by the Developer under the Development Agreement.

9. I will pay all amounts due under this Guaranty within fourteen (14) days after receiving notice from Franchisor that the Developer has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Developer before seeking recovery from me under this Guaranty.

10. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Developer has pledged other security or if one or more other persons have personally guaranteed performance of the Developer's obligations, I agree that Franchisor's release of such security will not affect my liability under this Guaranty.

11. I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE DEVELOPMENT AGREEMENT AND/OR THE PERFORMANCE OF ANY PARTY UNDER THE DEVELOPMENT AGREEMENT.

12. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

13. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one (1) Business Day after electronically confirmed transmission by electronic communication, such as email; one (1) Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or three Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

Executed on the date set forth below

GUARANTOR:

Date: _____

By: _____

Name/Title

Address for Notices: _____

% of Ownership: _____

**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT
ATTACHMENT E
FORM OF FRANCHISE AGREEMENT**

[REFER TO EXHIBIT B OF THIS DISCLOSURE DOCUMENT]

**GANSO ABURADO USA FRANCHISE LLC
DEVELOPMENT AGREEMENT**

**ATTACHMENT F
STATE SPECIFIC ADDENDUM**

**GANSO ABURADO USA FRANCHISE LLC
CALIFORNIA AMENDMENT TO THE DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (“**Development Agreement**”) between Ganso Aburado USA Franchise LLC, (“**Franchisor**”) and _____ (“**Developer**”).

Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Development Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

1. Sections 8.3 and 8.4 of the Development Agreement are amended with the following:

It is unlawful for a franchisor to prevent a developer from selling or transferring a franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, to another person provided that the person is qualified under the franchisor’s then-existing standards for the approval of new or renewing developers, these standards to be made available to the developer, as provided in Section 20029, if applicable, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the developer and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Developer shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, if applicable, or the Developer and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement.

2. No Statement, questionnaire, or acknowledgement signed by a developer 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.
3. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Development Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR:

GANSO ABURADO USA FRANCHISE LLC

DEVELOPER:

By: _____
Name/ Title

By: _____
Name/Title

**EXHIBIT D
LIST OF CURRENT FRANCHISEES
AND LIST OF FORMER FRANCHISEES**

**TO GANSO ABURADO USA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

**GANSO ABURADO USA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF FRANCHISEES AS OF DECEMBER 31, 2023

Franchisee	Street Address	City	ST	Zip	Phone
None					

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT, BUT OUTLET NOT OPEN
AS OF DECEMBER 31, 2023**

Franchisee	Street Address	City	ST	Zip	Phone
None					

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2023

Franchisee	Street Address	City	ST	Zip	Phone
None					

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

EXHIBIT E
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TO GANSO ABURADO USA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT F
LIST OF STATE ADMINISTRATORS

TO GANSO ABURADO USA FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

Hawaii

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Office of Attorney General
500 S. Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Franchise Section
Securities Division
302 W. Washington St., Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-7042

Michigan

Consumer Protection Division
Antitrust and Franchise Unit
Department of Attorney General
525 W. Ottawa St.
G. Mennen Williams Bldg., 1st Floor
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island

Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 14
Pierre, South Dakota 57501
(605) 773-4823

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 Main Street, 9th Floor
Richmond, Virginia 23218
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

Wisconsin

Franchise Administrator
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT G
AGENTS FOR SERVICE OF PROCESS

TO FRANCHISE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC
AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	AGENT
California	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
Illinois	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Indiana Secretary of State Securities Division 200 West Washington Street, Room 201 Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021
Michigan	Department of the Attorney General Consumer Protection Division G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, Michigan 48913
Minnesota	Minnesota Department of Commerce Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101
New York	Secretary of State 99 Washington Avenue Albany, New York 12231
Rhode Island	Director Department of Business Regulation 1511 Pontiac Avenue, Bldg, 69-1 Cranston, Rhode Island 02920
Texas	Garrett M. Reed 5750 Genesis Ct #103 Frisco, Texas 75034
Virginia	Clerk, of the State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 1 st Floor Richmond, Virginia 23219

STATE	AGENT
Washington	Director, Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501-6456
Wisconsin	Administrator, Division of Securities Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703

EXHIBIT H
GENERAL RELEASE (SAMPLE FORM)

TO FRANCHISE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC

GENERAL RELEASE (SAMPLE FORM)

The undersigned (“I” or “Releasor”) and my heirs, administrators, executors, ancestors, and assigns, (collectively “Releasor Agent(s)”), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge Ganso Aburado USA Franchise, LLC, a Delaware limited liability company (“Franchisor”), with its business address at 838 Walker Road, Suite 21-2, Dover Kent, DE 19904, and its parent company, affiliates, and their respective owners, officers, directors, regional directors, managers, shareholders, members, employees, agents, successors and assigns, (collectively, the “Franchisor Released Parties”) from any and all claims, whether at law or in equity, and all contracts, controversies, claims, and demands whatsoever, at law or in equity, that Releasor and/or any Releasor Agent ever had, now have, or that any of their respective heirs, administrators, ancestors, executors, and/or assigns may have against the Franchisor Released Parties including, without limitation, (i) any and all claims arising out of or related to that certain Franchise Agreement between Franchisor and _____ dated _____ (ii) the offer and sale of the Ganso Aburado franchise opportunity, and (iii) any and all claims arising under federal, state, and local laws, rules, and ordinances.

I acknowledge that this general release extends to claims which I do not know or suspect to exist in my favor at the time of executing this Release Agreement, which if were known to me may have materially affected my decision to enter into this Release Agreement. I understand that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. I expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth below.

Signature: _____

Name: _____

Date: _____

[This Release Agreement will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT I
STATE SPECIFIC ADDENDA

TO GANSO ABURADO USA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC ADDENDA

FOR THE STATE OF CALIFORNIA

1. The following is added to the last paragraph of the cover page of the disclosure document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

2. Item 3 is supplemented by the following:

Neither we, nor any person or franchise broker in Item 2 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, 15 U.S.C.A. 78a. et seq., suspending or expelling such person from membership in such association or exchange.

3. Item 17 is supplemented by the following:

The Franchise Agreement requires you to sign a general release of claims on renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law, or any rule or order thereunder, is void.

California Business and Professions Code Sections 20000 – 20043 provide rights to franchisees concerning transfer, termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

California Corporations Code, Section 31125, requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

The Franchise Agreement requires the application of the laws of Texas. This provision may be unenforceable under California law.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a prospective waiver of your rights under the Franchise Relations Act (Business and Professions Code Section 20000 – 20043).

4. No Statement, questionnaire, or acknowledgement signed 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.

EXHIBIT J
STATE EFFECTIVE DATES

TO FRANCHISE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending

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

**EXHIBIT K
RECEIPTS**

**TO FRANCHISE DISCLOSURE DOCUMENT
GANSO ABURADO USA FRANCHISE LLC**

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 Ganso Aburado USA Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires us to provide the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Ganso Aburado USA Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state administrator listed in Exhibit F. Our agents for service of process are listed in Exhibit G.

Issuance Date: February 3, 2025

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

Check all that Apply	Name	Principal Business Address	Telephone Number
	Adrian Mahendrata	2750 Alton Pkwy Sute 101, Irvina CA 92606	949-331-2969

I received a disclosure document with an issuance date of February 3, 2025 (or the date reflected on the State Effective Dates page) that included the following Exhibits:

Exhibit A Financial Statements
Exhibit B Franchise Agreements and all Attachments
Exhibit C Development Agreement
Exhibit D List of Current Franchisees and List of Former Franchisees
Exhibit E Table of Contents of Manual
Exhibit G Agents for Service of Process
Exhibit H General Release (Sample Form)
Exhibit I State Specific Addenda
Exhibit J State Effective Dates
Exhibit K Receipts

Dated: _____

Printed Name, Individually
Of _____
(a _____ Corporation) (a _____ Partnership)

(Keep this copy for you 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.

If Ganso Aburado USA Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires us to provide the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Ganso Aburado USA Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state administrator listed in Exhibit F. Our agents for service of process are listed in Exhibit G.

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Exhibit E Table of Contents of Manual
Exhibit G Agents for Service of Process
Exhibit H General Release (Sample Form)
Exhibit I State Specific Addenda
Exhibit J State Effective Dates
Exhibit K Receipts

Dated: _____

Printed Name, Individually

Printed Name, Officer

Of _____

(a _____ Corporation)

(a _____ Partnership)

Please return the signed receipt either by signing, dating, and mailing to Ganso Aburado USA Franchise LLC at 838 Walker Road, Suite 21-2, Dover Kent, DE 19904, or by e-mailing it to ml-kaigaikaihatsu@gift-group.co.jp