FRANCHISE DISCLOSURE DOCUMENT

Reins USA Franchise Company, Inc.
dba Gyu-Kaku
a California Corporation
~~1225 West 190th Street~~20000 Mariner Avenue, Suite ~~375~~ 500
~~Gardena~~Torrance, California ~~90248~~90503
(310) ~~532-1137~~214-9572
Email: franchise@gyu-kaku.com
URL: www.gyu-kaku.com

MARKED TO SHOW CHANGES

Reins USA Franchise Company, Inc. offers franchises for the operation of Japanese style "yakiniku" restaurants at specified locations offering an assortment of meats, seafood, poultry, vegetables and deserts for customers to cook on state-of-the art charcoal roaster systems, as well as, proprietary dipping sauces, marinades, and a variety of alcoholic and non-alcoholic beverages.

The initial franchise fee is $50,000. The estimated investment necessary to begin operation of a Gyu-Kaku franchise unit franchise range is $1,017,631 to $2,099,~~031~~391. This includes $51,650 to $59,890 that is paid to the franchisor and its affiliates.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Stanley Muh at ~~1225 West 190th Street~~20000 Mariner Avenue, Suite ~~375, Gardena~~500, Torrance, California ~~90248,~~90503; telephone (310) ~~532-1137.~~ 214-9572.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, such as 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, DC 20580. You can also visit the FTC's homepage 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.

Issued: **February 15, 2018~~.~~ (amended May 7, 2018).**

CA

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with the state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit F for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT; ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

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

This franchise is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	April 12, 2018
Connecticut	*not registered*
Florida	September 21, 2017
Hawaii	~~pending~~April 18, 2018
Illinois	~~pending~~May 25, 2018
Indiana	*not registered*
Kentucky	*not registered*
Michigan	~~*not registered*~~April 27, 2018
Nebraska	*not registered*
Maryland	*pending*
Minnesota	~~pending~~May 23, 2018
New York	~~pending~~June 15, 2018
North Dakota	*not registered*
Rhode Island	*not registered*
South Dakota	*not registered*
Texas	April 7, 2010 (permanent exemption)
Utah	*not registered*
Virginia	~~pending~~June 23, 2018
Washington	June ~~9, 2017~~8, 2018
Wisconsin	*not registered*

~~In all other states not listed above, the District of Columbia, Puerto Rico and U.S. territories, no franchise registration or exemption laws apply, and the effective date of the Franchise Disclosure Document in these states and jurisdictions is February 15, 2018.~~

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

To simplify the language in this disclosure document, the words "we" and "us" refer to Reins USA Franchise Company, Inc., the franchisor. "You" means the individual or entity buying the franchise.

The Franchisor, Parents and Affiliates

We are the franchisor for the "Gyu-Kaku" restaurant system in the United States. Our principal business address is ~~1225 West 190th Street~~20000 Mariner Avenue, Suite ~~375, Gardena~~500, Torrance, California ~~90248~~90503.

Our parent company is Reins International (USA) Co., Ltd. ("RIU"), whose principal business address is ~~1225 West 190th Street~~20000 Mariner Avenue, Suite ~~375, Gardena~~500, Torrance, California ~~90248.~~90503.

Predecessors

We have no direct predecessor. However, since July 2001, RIU has been operating Gyu-Kaku restaurants, directly or through its wholly-owned subsidiaries. Gyu-Kaku restaurants that are equivalent to the type you will operate are now operating in the United States and Canada.

In December 2016, RIU became a subsidiary of Colowide Co., Ltd. ("Colowide"), a Japanese corporation. RIU was formerly a subsidiary of Reins International, Inc., a Japanese corporation organized ("Reins Japan"), which was a subsidiary of Rex Holdings, Co. Ltd. ("Rex Holdings Japan"), also a Japanese corporation. RIU and its subsidiaries, including us, were spun off by Reins Japan in December 2006, and are no longer subsidiaries of Rex Holdings Japan or Reins Japan. In March 2009, RIU entered into a Master License Agreement (the "Trademark License") with Rex Holdings Japan under which RIU was granted the exclusive license and right to use itself or through subsidiaries the Gyu-Kaku trademarks owned by Rex Holdings Japan in the United States and Canada.

Name Used by the Franchisor

We do business under the names "Reins USA" and "Gyu-Kaku". We do not do business under any other name.

Agent for Service of Process

Our agent for service of process is Mr. Akitsugu Yamaguchi, whose address is ~~1225 West 190th Street~~20000 Mariner Avenue, Suite ~~375, Gardena~~500, Torrance, California ~~90248.~~90503.

Business Organization Used by the Franchisor

We are a corporation organized in California on February 27, 2008.

Name of Fee[1]	Amount	Due Date	Remarks
Supplier Approvals	All reasonably anticipated costs to review, evaluate, and monitor the proposed Supplier's qualifications (including travel expenses).	In advance of our review of a proposed supplier (or upon our request for reimbursement.	Payable only if you ask us to approve a Supplier.
Franchise Advisory Council ("FAC") Fee	A reasonable amount as determined by us or as determined by the FAC leadership.	Upon demand.	Payable only if we establish the FAC and then only if we or the FAC leadership requires you to pay a fee.
Software Support Fee	As determined by us.	Upon demand.	Payable only if we determine, in our discretion, that it is advisable to provide you with support services regarding the Computer System, POS System and any other required computer hardware or software.
Intranet Maintenance Fee	As determined by us.	30 days after notice to you.	Upon our request, you must pay us a reasonable amount to be applied toward the cost of maintaining the Intranet. We will establish the amount to be contributed by January 31 of each calendar year of the term of your Franchise Agreement and the fee will be payable within 30 days.

Notes:

(1) All fees are imposed by and payable to us and except as indicated in Item 5 or otherwise in the table above, are not refundable. All fees are uniformly imposed. To be eligible to sign the Franchise Agreement, you must provide us with reasonable proof of your financial ability to make the initial investment described above and you must authorize us to conduct a credit check to confirm your financial ability to purchase and develop the Licensed Restaurant.

(2) If your Licensed Restaurant is subject to laws or restrictions which prohibit us (or otherwise limit us in any way) from collecting royalties on the sale of alcoholic beverages (beer and wine only), the applicable Continuing Royalty Rate will be increased by 2% and such rate will apply to Gross Sales, excluding sales of alcoholic beverages (beer and wine only).

(3) If any payment is not paid when due, you must pay interest on the unpaid amount at an APR of 10%, and you must reimburse us immediately upon demand for all reasonable costs of collection relating to delinquent amounts, including court costs, investigator fees, expert witness fees and attorneys' fees. Interest begins to accrue from the date of the underpayment.

ITEM 7. ESTIMATED INITIAL INVESTMENT

The following charts describe the estimated initial investment for a single Restaurant. As described in Item 5, if you sign an Area Development Agreement, you must pay us an initial development fee equal to $25,000 multiplied by the number of Restaurants required to be opened, plus the initial franchise fee for your first Restaurant.

[2,000 Square Foot Single Restaurant]

Type of expenditure	Amount		Method of payment	When due	To whom payment is to be made
	Low	High			
Initial Franchise Fee	$50,000	$50,000	Lump Sum	When Franchise Agreement Is Signed.	Us
Construction and leasehold improvements – net landlord contribution (1) (2)	$~~477,000~~ 700,000	$~~583,000~~ 800,000	As Arranged	Before Opening	Suppliers
Equipment, Furniture, Fixtures and Signage	$112,543	$136,880	As Arranged	Before Opening	Suppliers including us
Computers and Telecommunications (3)	$23,038	$28,850	As Arranged	Before Opening	Suppliers
Initial Opening Assistance by Franchisor (4)	$1,650	$6,390	As Incurred	First 10 Days After Opening	Us
Pre-Opening Labor	$26,600	$31,590	As Incurred	Before Opening	Employees
Travel and Living Expenses (5)	$1,000	$5,000	As Incurred	During Training	Hotels, Airlines, etc
Professional Fees – Architects	$~~27,000~~ 36,000	$~~33,000~~ 45,000	As Arranged	Before Opening	Architect
Legal / Professional Fees	$2,700	$3,300	As Arranged	Before Opening	Attorney / Accountant
Opening Inventory	$10,800	$13,200	As Arranged	Before Opening	Suppliers
Opening Supplies	$12,600	$15,400	As Arranged	Before Opening	Suppliers
Insurance Deposits and Premiums (6)	$2,700	$3,300	As Arranged	Before Opening	Insurance Carrier(s)
Market Introduction	$12,600	$15,400	As Arranged	Month Before and Month After Opening	Media
Licenses, Permits and Deposits	$5,400	$6,600	As Incurred	Before Opening	Governmental Agencies, Landlord, etc.
Miscellaneous Expenditures	$10,000	$20,000	As Arranged	As Incurred	Suppliers, etc.
Working Capital (7)	$10,000	$15,000	As Arranged	As Incurred	Employees, Suppliers, utilities, etc.
TOTAL(8)	**$~~785,631~~ 1,017,631**	**$~~966,910~~ 1,195,910**			

[3,500 Square Foot Single Restaurant]

Type of expenditure	Amount		Method of payment	When due	To whom payment is to be made
	Low	High			
Initial Franchise Fee	$50,000	$50,000	Lump Sum	When Franchise Agreement Is Signed.	Us
Construction and leasehold improvements – net landlord contribution (1) (2)	$834,750	$1,020,250	As Arranged	Before Opening	Suppliers

Type of expenditure	Amount		Method of payment	When due	To whom payment is to be made
	Low	High			
Equipment, Furniture, Fixtures and Signage	$175,400	$214,378	As Arranged	Before Opening	Suppliers including us
Computers and Telecommunications (3)	$26,568	$32,472	As Arranged	Before Opening	Suppliers
Initial Opening Assistance by Franchisor (4)	$1,650	$6,390	As Incurred	First 10 Days After Opening	Us
Pre-Opening Labor	$51,680	$52,046	As Incurred	Before Opening	Employees
Travel and Living Expenses (5)	$1,000	$5,000	As Incurred	During Training	Hotels, Airlines, etc
Professional Fees – Architects	~~$40,500~~ 36,000	~~$49,500~~ 45,000	As Arranged	Before Opening	Architect
Legal / Professional Fees	$2,700	$3,300	As Arranged	Before Opening	Attorney / Accountant
Opening Inventory	$19,800	$24,200	As Arranged	Before Opening	Suppliers
Opening Supplies	$18,000	$22,000	As Arranged	Before Opening	Suppliers
Insurance Deposits and Premiums (6)	$4,500	$5,500	As Arranged	Before Opening	Insurance Carrier(s)
Market Introduction	$12,600	$15,400	As Arranged	Month Before and Month After Opening	Media
Licenses, Permits and Deposits	$9,450	$11,550	As Incurred	Before Opening	Governmental Agencies, Landlord, etc.
Miscellaneous Expenditures	$10,000	$20,000	As Arranged	As Incurred	Suppliers, etc.
Working Capital (7)	$10,000	$15,000	As Arranged	As Incurred	Employees, Suppliers, utilities, etc.
TOTAL(8)	**~~$1,268,598~~ 1,264,098**	**~~$1,546,986~~ 1,542,486**			

[5,000 Square Foot Single Restaurant]

Type of expenditure	Amount		Method of payment	When due	To whom payment is to be made
	Low	High			
Initial Franchise Fee	$50,000	$50,000	Lump Sum	When Franchise Agreement Is Signed.	Us
Construction and leasehold improvements – net landlord contribution (1) (2)	$1,192,500	$1,457,500	As Arranged	Before Opening	Suppliers
Equipment, Furniture, Fixtures and Signage	$234,307	$286,376	As Arranged	Before Opening	Suppliers including us
Computers and Telecommunications (3)	$30,679	$37,497	As Arranged	Before Opening	Suppliers
Initial Opening Assistance by Franchisor (4)	$2,100	$9,890	As Incurred	First 10 Days After Opening	Us
Pre-Opening Labor	$58,900	$67,528	As Incurred	Before Opening	Employees
Travel and Living Expenses (5)	$1,000	$5,000	As Incurred	During Training	Hotels, Airlines, etc

Type of expenditure	Amount		Method of payment	When due	To whom payment is to be made
	Low	High			
Professional Fees – Architects	~~$54,000~~ $36,000	~~$66,000~~ 45,000	As Arranged	Before Opening	Architect
Legal / Professional Fees	$2,700	$3,300	As Arranged	Before Opening	Attorney / Accountant
Opening Inventory	$23,400	$28,600	As Arranged	Before Opening	Suppliers
Opening Supplies	$23,400	$28,600	As Arranged	Before Opening	Suppliers
Insurance Deposits and Premiums (6)	$9,000	$11,000	As Arranged	Before Opening	Insurance Carrier(s)
Market Introduction	$14,400	$17,600	As Arranged	Month Before and Month After Opening	Media
Licenses, Permits and Deposits	$13,500	$16,500	As Incurred	Before Opening	Government Agencies, Landlord, etc.
Miscellaneous Expenditures	$10,000	$20,000	As Arranged	As Incurred	Suppliers, etc.
Working Capital (7)	$10,000	$15,000	As Arranged	As Incurred	Employees, Suppliers, utilities, etc.
TOTAL(8)	~~$1,729,935~~ 1,711,886	~~$2,120,391~~ 2,099,391			

Note: All amounts are non-refundable unless otherwise noted.

(1) You will have to lease or purchase a location for your Licensed Restaurant. These estimates assume that the location of your Licensed Restaurant will be a leased, unimproved, unfurnished unit. If you purchase a location or construct a free standing or expansion building, your initial investment will be much greater, the exact amount depending on size and location. Typical locations include strip malls, store front, free-standing buildings and commercially zoned houses. This estimated range is based on our experience constructing locations in Los Angeles, California, Honolulu, Hawaii and New York City, New York, however, rent can vary widely and is dependent upon factors such as size, location, demand, general economic conditions of the town or city in which your Licensed Restaurant is located and condition of the premises.

(2) This includes the cost estimate of building out the location. You must perform or have performed any construction, remodeling, or additions necessary to cause the premises to conform to applicable Federal, State, County, City, local laws, ordinances, codes, rules and regulations, and to meet our requirements for the layout, design, construction, fixtures, equipment and installation and trade dress appearance of a "Gyu-Kaku" restaurant. You must use our design guidelines and meet our other standards and specifications in building out your Licensed Restaurant, and we may require you to engage, at your sole cost, a designated or recommended construction consultant. Construction and remodeling costs vary widely, depending upon the location and facilities such as air conditioning, electrical, and plumbing, and the terms of your lease. Once your Licensed Restaurant is built, you must maintain its condition and appearance in an acceptable level of cosmetic appearance, and not more than once during the term of your Franchise Agreement (after the fifth anniversary of the effective date of your Franchise Agreement), you must, at our request and your expense, refurbish, remodel and improve your Licensed Restaurant to conform to our then current specifications.

(3) You must obtain and use an Aloha point-of-sale ("POS") system and related computer hardware and software.

(4) We will provide you with opening assistance by our representatives during the first 10 days after the opening date of your Licensed Restaurant. These charges represent the aggregate costs of

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in franchise agreement	Summary
a.	Term of the license	3.1	The initial term begins on the Effective Date of the Franchise Agreement and ends on the earlier of: (i) 11 years and 6 months following the Effective Date; and (ii) the date that is 10 years following the date your Licensed Restaurant opens to the public for business. The term may, in our discretion, be extended for 2 additional years if: (1) you must remodel your Licensed Restaurant, (2) the total cost of the remodeling is expect to exceed $50,000, (3) the remodeling is to be commenced within 2 years prior to the expiration of your Franchise Agreement; and (4) you notify us that you do not intend to renew your Franchise Agreement.
b.	Renewal or extension of the term	3.2	If you are complying with your franchise agreement, you may enter into a successor franchise agreement with a 10-year term upon written notice delivered to us not less than 120 days before the end of the existing term. However, we are not obligated to renew your Franchise if one or more of the conditions in section 3.2.4 of the Franchise Agreement apply to you. <u>During the 4th and 5th years of the term of the Successor Franchise Agreement, you have a one-time option, exercisable upon 30 days written notice, to terminate the Successor Franchise Agreement without cause.</u> You have no further right to enter into successor ~~franchise agreements~~<u>Franchise Agreements</u> after the second successor ~~agreement~~<u>Franchise Agreement</u>, but you may apply for the right to operate a Restaurant pursuant to a new franchise agreement.
c.	Requirements for you to renew or extend	3.2 - 3.4	You must have complied with your obligations during the term of your Franchise Agreement, must undertake remodeling to comply with out then-current standards, must not have committed 3 or more material defaults of your Franchise Agreement during any 36 month period, must comply with our then-current training requirements, must sign a general release, and must sign a successor franchise agreement, which may differ from the current form of Franchise Agreement.
d.	Termination by you	14.7	You may terminate at any time if we materially default, and if we do not cure the default within 60 days (or within 180 days is the default is curable, but it is not reasonable for you to cure it within 60 days) after our receipt of written notice from you detailing the alleged default. Also, if you renew your franchise, any time during the 4th and 5th year of the term of the Successor Franchise Agreement, upon 30 days written notice, you have a one-time option to terminate the Successor Franchise Agreement without cause.
e.	Termination by us without cause	Not Applicable	Not Applicable
f.	Termination by us with cause	14.1-14.4	We can terminate only if you commit a material default under your Franchise Agreement
g.	Cause defined - defaults that can be cured	14.4	You have 60 days after notice to cure non-payment of fees and other defaults not listed in Section 14.3 of the Franchise Agreement.

Kaku restaurant. The financial information in the above tables shows only historic performance information for franchised Gyu-Kaku restaurants. The earnings claims figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit.

You should conduct an independent investigation of the costs and expenses you will incur in operating your Gyu-Kaku restaurant. Franchisees or former franchisees, listed in the disclosure document, may be one source of this information. You should not rely on such information to project your future performance, which will likely differ from the results above. But if you rely on our figures in the above tables, you must also accept the risk that your Gyu-Kaku restaurant may not do as well. We will make written substantiation of the data used in preparing the information above available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any representation about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Chief Operating Officer, Mr. Akitsugu Yamaguchi, Reins USA Franchise Company, Inc., ~~1225 West 190th Street~~20000 Mariner Avenue, Suite ~~375, Gardena~~500, Torrance, California ~~90248~~90503, (310) ~~532-1137~~214-9572, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

[Table No. 1]
System-wide Outlet Summary For Years 2015 to 2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	5	13	+8
	2016	13	17	+4
	2017	17	18	+1
Company-Owned	2015	12	19	+7
	2016	19	19	0
	2017	19	20	+1
Total Outlets	**2015**	**17**	**32**	**+15**
	2016	**32**	**36**	**+4**
	2017	**36**	**38**	**+2**

Note: Our fiscal year ends on the last Sunday of each October (in 2017 this was October 29), and the years stated in the table in this Item 20 are from the Monday following the last Sunday of each October to the last Sunday of October of the next year.

[Table No. 2]
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2015 to 2017

State	Year	Number of Transfers
	2015	1
	2016	0

[Table No. 4]
Status of Company-Owned Outlets For Years 2015 to 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2015	7	1	0	0	0	8
	2016	8	0	0	0	0	8
	2017	8	0	0	0	0	8
Hawaii	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
Illinois	2015	0	2	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
Massachusetts	2015	0	2	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
New York	2015	3	0	1	0	0	4
	2016	4	0	0	0	0	4
	2017	4	0	0	0	0	4
Texas	2015	0	1	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	1	0	0	0	2
Totals	**2015**	**12**	**6**	**1**	**0**	**0**	**19**
	2016	**19**	**0**	**0**	**0**	**0**	**19**
	2017	**19**	**1**	**0**	**0**	**0**	**20**

[Table No. 5]
Projected Openings as of October 29, 2017

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	2	2	0
Florida	1	1	0
Hawaii	0	1	0
Kansas	0	1	0
Louisiana	0	1	0
Minnesota	0	1	0
Texas	1	1	0
Virginia	1	1	0
Washington	1	1	0
TOTALS	**5**	**7**	**0**

On October 29, 2017, we had signed 2 franchise agreements in Canada whose franchisees had not yet opened their Outlets, and we anticipate signing a third franchise agreement in Canada during our next fiscal year.

Exhibit C lists, as of May 7, 2018, the names, addresses and telephone numbers of (i) all franchise outlets that are open and operating ~~outlets and franchisees who have signed franchise agreements but not yet opened their outlets as of February 15, 2018,~~ and (ii) all Gyu-Kaku restaurants owned and operated by RIU ~~as of February 15, 2018~~.

Exhibit D lists, as of May 7, 2018, the contact information of every franchisee that had an outlet terminated, canceled, not renewed, ~~transferred,~~ or otherwise voluntarily or involuntarily ceased to do business during our most recently completed fiscal year, or that has not communicated with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees.

We have not created, sponsored or endorsed any trademark-specific franchisee organizations associated with the Gyu-Kaku franchise system being offered. There are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Attached as Exhibit B are our (i) audited financial statements for the fiscal years ended October 29, 2017, October 30, 2016, and October 25, 2015, (ii) unaudited balance sheet (on an accrual basis) as of December 31, 2017, and (iii) unaudited statement of income from October 30, 2017 to December 31, 2017.

ITEM 22: CONTRACTS

Exhibit A: Franchise Agreement
Exhibit E: Area Development Agreement

ITEM 23: RECEIPTS

You will find copies of a detachable receipt in Exhibit I at the very end of this disclosure document.

GYU-KAKU

LIST OF FRANCHISE OUTLETS

EXHIBIT C

LIST OF FRANCHISE OUTLETS

The following franchise outlets were open and operating on ~~February 15~~May 7, 2018:

STATE	CONTACT NAME	ADDRESS	PHONE NO.
CALIFORNIA	Shelley & Mei You	120 S. Brea Blvd., Brea, CA 92821	917-650-1266
	Chris Muradyan, Roger Moussa	116 S. San Fernando Blvd., Burbank, CA 91502	818-846-0779
	Eiji Fukushima	11324 South St., Cerritos, CA 90703	562-809-3800
	Edward Chan Bayaki	19620 Stevens Creek Blvd., Ste. 150, Cupertino, CA 95014	408-865-0149
	Eiji Fukushima	9844 Hibert St., Ste. 1, San Diego, CA 92131	562-809-3800
	Edward Chan	29 S. Ellsworth Ave., San Mateo, CA 94401	650-343-3255
	Eiji Fukushima	14181 Newport Ave.,Tustin, CA 92780	714-731-1719
	Oak Sangmanee	27025 McBean Pkwy., Valencia, CA 91355	661-254-2355
FLORIDA	Mario Contreras, Jesus Urdaneta	11327 S. Dixie Hwy., Miami, FL 33156	786-732-7866
	Mario Contreras, Jesus Urdaneta	34 SW 13th St., Unit R1, Miami, FL 33130	305-613-0051
	Yutaro Iwamura	7858 Turkey Lake Rd., Ste. 100, Orlando, FL 32819	407-342-2085
HAWAII	Ted Davenport, Rick Nakashima, Lyle Matsuoka	46-056 Kamehameha Hwy., Ste. F1 Kaneohe, HI 96744	808-744-2157
	Ted Davenport, Rick Nakashima, Lyle Matsuoka	4450 Kapolei Pkwy., Space 510 Kapolei, HI 96707	808-744-2157
	Ted Davenport, Rick Nakashima, Lyle Matsuoka	95-1830 Mililani Pkwy., Space C-12 and C-13, Mililani, HI 96789	808-600-5848
NEVADA	Lan Vu, Tracy Tran	3550 S. Decatur Blvd., Las Vegas, NV 89103	702-816-5988
NEW YORK	Charles Lin	4052 Main St., Ste 2, Flushing, NY 11354	347-996-6840
PENNSYLVANIA	Abel Maldonado Gomez	1901 Callowhill St., Philadelphia, PA 19130	267-603-9482
TEXAS	Winston Pham, Christian Lee	5290 Belt Line Rd., Ste.115, Addison, TX 75254	714-454-3538

The following Gyu-Kaku restaurants owned by our parent company Reins International (USA) Co., Ltd. (or entities affiliated with it) were open and operating on ~~February 15~~May 7, 2018:

CALIFORNIA

163 N. La Cienega Blvd.
Beverly Hills, CA 90211

7862 Warner Ave., Ste. 109
Huntington Beach, CA 92647

70 W. Green St.
Pasadena, CA 91105

7893 Monet Ave.
Rancho Cucamonga, CA 91739

14457 Ventura Blvd.
Sherman Oaks, CA 91423

6600 Topanga Canyon Blvd., Ste. 1010B
Canoga Park, CA 91303

24631 Crenshaw Blvd.
Torrance, CA 90505

10925 W. Pico Blvd.
Los Angeles, CA 90064

HAWAII

1221 Kapiolani Blvd., Ste. 105
Honolulu, HI 96814

307 Lewers St.
Honolulu, HI 96815

ILLINOIS

210 E. Ohio St.
Chicago, IL 60611

1364 W. Randolph St.
Chicago, IL 60607

MASSACHUSETTS

1002 Beacon St.
Brookline, MA 02446

16-18 Eliot St., 2nd Floor
Cambridge, MA 02138

NEW YORK

34 Cooper Sq.
New York, NY 10003

805 3rd Ave., 2nd Flr.
New York, NY 10022

321 W. 44th St., Ste. 103
New York, NY 10036

159 Main St.
White Plains, NY 10601

TEXAS

510 Gray St., Ste. A
Houston, TX 77002

11301 Katy Frwy.
Houston, TX 77079
Phone (832) 767-0753

GYU-KAKU

LIST OF TERMINATED FRANCHISES

EXHIBIT D

LIST OF TERMINATED FRANCHISES

The following franchisee had an outlet terminated, canceled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement during our most recently completed fiscal year (the 12 months ended October 29, 2017):

CALIFORNIA

Caesar Ho
Goleta, CA
805-252-7335

No franchisee had an Outlet terminated, canceled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under its franchise agreement between ~~the period from~~ October 30, 2017 ~~to February 15~~and May 7, 2018.

No franchisee has failed to communicate with the franchisor within the 10 weeks ending on the issue date of this disclosure document.

GYU-KAKU

RECEIPTS

EXHIBIT I

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 Reins USA Franchise Company, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Reins USA Franchise Company, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the California Department of Business Oversight at any of its offices.

We have no franchise brokers. The name, address and telephone number of the franchise seller for this offering is Mr. Akitsugu Yamaguchi, 20000 Mariner Avenue, Suite 500, Torrance, California 90503; telephone (310) 214-9572.

Date of Issuance: February 15, 2018 (amended May 7, 2018). ~~February 15, 2018.~~

Reins USA Franchise Company, Inc. authorizes the person identified in Item 1 to receive service of process for it in your state. I received a disclosure document dated ~~April 12, 2018,~~May 7, 2018, that included the following Exhibits:

"A"	Franchise Agreement
	Exhibits to Franchise Agreement:
	Exhibit 1: Territory
	Exhibit 2: Names and Addresses of Principal Equity Owners
	Exhibit 3: Guaranty of Principal Equity Owners
"B"	Financial Statements
"C"	List of Franchise Outlets
"D"	List of Terminated Franchises
"E"	Area Development Agreement
	Exhibit to Area Development Agreement:
	Exhibit 1: Development Schedule
"F"	State Franchise Administrators and Agents for Service of Process
"G"	Statement of Franchisee
"H"	Appendix for California Franchisees
"I"	Receipts

DATED: ____________________
(Do not leave blank)

If a business entity:

____
(Name of Business Entity)

____
(Signature of Primary Contact Owner)

____
(Print Name and Title)

If an individual:

____
(Signature of Prospective Franchisee)

____
(Print Name)

Please date and sign this page, and then keep it for your records

RECEIPT

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DATED: ____________________
(Do not leave blank)

If a business entity:

____
(Name of Business Entity)

____
(Signature of Primary Contact Owner)

____
(Print Name and Title)

If an individual:

____
(Signature of Prospective Franchisee)

____
(Print Name)

Please date and sign this page, and then return it to Reins USA Franchise Company, either by mail to 20000 Mariner Avenue, Suite 500, Torrance, California 90503 or by e-mail to franchise@gyu-kaku.com.