STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a 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 E 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:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN TEXAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES, IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW, WHICH MAY SUPERSEDE YOUR LOCAL LAW IN OUR STATE. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOU AND YOUR SPOUSE MUST EXECUTE A PERSONAL GUARANTY MAKING EACH OF YOU JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISEE, WHETHER OR NOT YOUR SPOUSE IS INVOLVED IN THE OPERATION OF THE BUSINESS. THE GUARANTY PLACES THE PERSONAL ASSETS OF YOU AND YOUR SPOUSE AT RISK.

4. THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME THAT ITS FRANCHISES ARE A HIGHER RISK INVESTMENT THAN FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY.

5. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

6. YOU MUST MAKE MINIMUM ROYALTY, AND OTHER PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

7. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITVE BRANDS FRANCHISOR CONTROLS.

8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See State Effective Dates Page

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STATE SPECIFIC APPENDIX

<u>EXHIBITS</u>

Exhibit A	Franchise Agreement with Attachments
Exhibit B	General Release Form
Exhibit C	Operations Manual Table of Contents
Exhibit D	Financial Statements
Exhibit E	List of State Administrators
Exhibit F	List of Agents for Service of Process
Exhibit G	~~Receipt~~<u>List of Current and Former Franchisees</u>
<u>Exhibit H</u>	<u>Receipt</u>

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

In this disclosure document, M Matcha Franchising, LLC, the franchisor, is referred to as "we," "us," or "our." "You" means the business entity, person or persons who sign the Franchise Agreement, the franchisee. If the franchisee is a corporation, a limited liability company, or other entity, the term "you" means the business entity and does not include the entity's principals, owners, and/or partners unless otherwise stated.

The Franchisor and its Parents, Predecessors and Affiliates

~~**The Franchisor and its Parents, Predecessors and Affiliates**~~

We are a Texas limited liability company, formed in February 2019. For purposes of this franchise offering, we do business under the name "Meccha Matcha." Our principal business address is 2001 Coit Road, Suite 166 Plano, Texas 75075; and our website address is www.mecchamatcha.com. Our agents for service of process are listed in Exhibit F. We began offering franchises for Meccha Matcha Shops in ~~March~~February 2019. We have never offered franchises in any other type of business. We do not operate under any other name. We have no parent company~~,~~ or predecessor~~, or any affiliates offering~~ that has ever offered franchises in any line of business.

The Meccha Matcha concept was founded by Joseph Be, our Managing Member, in December 2017. The first concept store was built and opened in June 2018 at 2001 Coit Road, Suite 166, Plano, Texas 75075 by our affiliate M Matcha, LLC ("MM"). MM was formed in February 2018, and shares our principal address. ~~"), followed by a second store in November 2018 at 9889 Bellaire Blvd., Suite D-220, Houston, Texas 77046.~~ In November 2018, MM began offering franchises under the Meccha Matcha brand. In February 2019, MM assigned its single franchise to us, and since that time MM ceased offering franchises in any line of business.

~~MM was formed in February 2018, and shares our principal address.~~ MM is our designated supplier for the opening inventory as well as an approved supplier for certain furniture, fixtures, signage, and equipment necessary to being operations. MM is also one of our approved suppliers for these items throughout the term of the franchise.

The Franchised Business

We offer and grant qualified candidates the right to operate a business that sells premium Japanese matcha beverages including tea, smoothies, lattes in addition to matcha Asian sweets, ice cream, and parfaits (the "Franchised Business"). The beverages, products, and services provided by Meccha Matcha Shops are marketed to the general public from a single location ("Franchised Location"). Our Stores typically occupy a retail space of approximately 1,000 – 1,500 square feet, and may be operated as a freestanding location or may be located in a strip center.

Meccha Matcha Shops operate under the name "Meccha Matcha" using the service mark Meccha Matcha and related trade names and trademarks ("Marks") and the Franchisor's proprietary methods of doing business (the "System"). As a Franchisee, you will operate your Meccha Matcha Shop according to the terms and conditions of our Franchise Agreement and in accordance with our training, Operations Manual, and our other directives, using only those supplies, equipment, ingredients, recipes, signs, décor, music and methods described therein or as may be approved from time to time. We reserve the right, from time to time, to change, modify, and delete items from our menu, our Operations Manual, and our System in our sole discretion.

Market and Competition

You can expect to compete in your market with locally-owned businesses as well as national and regional chains that sell similar products. The market for tea and tea drinks, coffee and coffee drinks, and ice cream, as well as the related products, is well-established and highly competitive. Restaurants compete on the basis

Type of Fee	Amount	Due Date	Remarks
Audit/Inspection Fee	Cost of audit	Within 14 days of receipt of audit invoice.	Due if there a 5% or more discrepancy of Gross Revenue (actual v. reported) is discovered, or if the audit is done because you did not send us or keep required records; additionally, if you fail to cooperate with scheduling and conducting the audit then the cost of rescheduling or enforcing the right to audit will be included.
Default Cure Fee	$500 per day per violation	On or before the expiration of the cure period.	Payable if you commit any of the violations set forth in Section 19.2 of the Franchise Agreement.
Insufficient Funds Fee or Return ACH Fee	$30 per occurrence	On demand.	Payable if any of your payments to us are not honored by your financial institution.
Insurance	Actual cost.	On demand.	Payable if you do not obtain or maintain the required insurance or policy limits described in the Franchise Agreement and we choose to obtain and maintain the insurance for you.
Indemnification	Varies	Upon demand.	You must reimburse us all our costs if we are sued and/or held liable for claims arising out of the operation of your Franchised Business or your default under the Franchise Agreement.
Transfer Fee(2)	$10,000	Before Transfer	Upon transfer. See Item 17 for more information about conditions on transfer. See Note 2.
Liquidated Damages(3)	$3,000 for each month of the Agreement forfeited as a result of Franchisee's breach, discounted by 20% to account for the offset to our expenses for services not rendered and the present value of money	On demand.	Payable if you have violated the Franchise Agreement or prematurely closed your store.
Local Advertising	Up to 2% of monthly Gross Revenue (currently 1% is required).	As incurred.	Paid to local advertising suppliers/vendors. You must provide us an accounting of the amounts spent on advertising within 30 days following the

Type of Fee	Amount	Due Date	Remarks
			end of each calendar quarter. ~~(Currently 1% is required.)~~
Marketing Promotion Fee	Up to 2% of Gross Revenue. (currently 1% is required).	Paid concurrently with payment of monthly Royalties.	Deposited in Marketing and Promotion Fee administered and controlled by us. ~~(Currently 1%)~~
Renewal(4)	$5,000-$7500	Upon execution of Successor Franchise Agreement	Payable if you renew your franchise for one 10-year term after the expiration of the Franchise Agreement. Your ability to renew your franchise is subject to certain terms and conditions.
Royalty Fee (5)	$3,000.00/month	Payable in two monthly payments of $1,500.	See Note 1.
Service Charge for Overdue Payments	1.5% per month or highest percentage permissible by law, whichever is less.	On demand.	Payable if you do not make any payment to us when due.
Successor Franchise Agreement Late Notice Fee	$1,000 for every 30 day period late.	On demand.	Payable if you fail to provide us with written notice of your exercise of option for successor franchise within 90 days prior to expiration of Franchise Agreement.
Taxes	Actual Amounts	On demand.	Payable if any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Franchise Agreement.

Unless otherwise stated, all fees are imposed by, paid to and collected by us and are non-refundable. Except as specified below, all fees are uniformly applied to new franchisees. However, in some instances in which we deem appropriate to do so, we may waive or reduce some or all of these fees for a particular franchise.

Notes:

1. "Gross Revenue" shall be defined as receipts and income of any kind from all products or services sold from or through your Meccha Matcha Shop, including any such sale of products or services made for cash or upon credit, or partly for cash and partly for credit, or barter, regardless of collection of charges for which credit is given, less returns for which refunds are made, provided that the refund shall not exceed the sales price and exclusive of discounts, sales taxes and other taxes, amounts received in settlement of a loss of merchandise, shipping expenses paid by the customer, and discount sales to corporations or to charities for fund-raising purposes.

2. Franchisee or the proposed transferee must pay a nonrefundable transfer fee of $10,000 before the proposed transferee attends the initial training program. However, no transfer fee will be

9. Upon your written request and expense, we will provide consulting services at your Franchised Location. We reserve the right to charge you for our travel, lodging, living expenses, telephone charges and other identifiable expenses associated with such assistance, plus a fee based on the time spent by each employee on your behalf, which fee will be charged in accordance with the then current daily or hourly rates we charge for providing consulting services. (Section 11.2)

Local Advertising

You are currently required to spend ~~2~~1% of monthly Gross Revenue on local advertising to create public awareness of your Meccha Matcha Shop. We reserve the right to require you to spend up to 2% of your Gross Revenue on local advertising. You will submit to us an accounting of the amounts spent on advertising within 30 days following the end of each calendar quarter.

Any advertising or marketing material not designed or provided by us must be pre-approved at least 14 days prior to publication, broadcast or use. We will not unreasonably withhold approval of your advertising and marketing materials if they are factually accurate and current, dignified, up-to-date, in good condition, accurately depict the Meccha Matcha Marks, and otherwise in accordance with our standards and specifications.

Marketing and Promotion Fee

You are currently required to pay us, in addition to Royalties and local advertising expenditures, a Marketing and Promotion Fee~~. We currently collect 2~~ equal to 1% of the total amount of your Meccha Matcha Shop's Gross Revenue. We reserve the right to increase this fee up to 2% of your Gross Revenue. The Marketing and Promotion Fee will be administered by us, at our sole discretion, and may be used for production and placement of point of purchase advertising, in-Shop signage, in-Shop promotions, media advertising, direct mailings, brochures, collateral material advertising, surveys of advertising effectiveness, secret shoppers, websites, website development, social media accounts, packaging development, logos, design or other advertising or public relations expenditures relating to advertising the Meccha Matcha's products and services. You will also be responsible for a $10,000 Grand Opening promotions fee.

Franchisees do not receive an accounting of how the Marketing Promotional Fees are spent, nor to we guaranty or represent that your Franchised Business will receive a direct benefit or pro rata benefit from the expenditure of the Marketing and Promotion Fees. We do not guaranty the success or value of the services or goods purchased with the Marketing and Promotion Fees. However, the Marketing and Promotion Fees will be collected and maintained in an account separate from our general operating account, and will not be used for our general operating expenses.

All franchisees are required to pay the Marketing and Promotion Fee at the same rate. While not contractually obligated to contribute, each company-owned Meccha Matcha Shop also pays on the same basis to the advertising fund.

Computer/Point-of-Sale System

You must acquire, use, and maintain the required computer hardware, software, internet connections and service, required dedicated telephone and power lines, and other computer and technology-related accessories, peripherals, and equipment that we designate from time to time.

The point-of-sale software that we use is Square Point of Sale. You must purchase and maintain this hardware and software. We do not provide maintenance, repairs, upgrades, or updates and we do not contract with third parties to provide these services to you. Updates or replacement of the point-of-sale system, both hardware and software, may be required. There is no contractual limitation on the frequency or cost of these obligations.

Agreement. If a mutually agreeable site is not identified on time which prohibits you from opening the Store on time, we may terminate the Franchise Agreement. Our approval of a site means that it means our minimum brand requirements; it is not a representation or warranty of the success or quality of a location. You must make your own independent investigation of the location and satisfy yourself that the location meets your needs.

We estimate that you will open your Meccha Matcha Shop within three months after signing the Franchise Agreement and attending the required training, but you must open your Meccha Matcha Shop franchise within 180 days of signing the Franchise Agreement. Factors that affect this time period are the availability of equipment, completion of training, identifying a suitable location, negotiating a lease, and your personal timetable. If you fail to open the franchised business within 180 days of signing the Franchise Agreement, we may terminate the Franchise Agreement.

We may terminate your Franchise Agreement if you fail to develop and commence operations of your Meccha Matcha Shop within 180 days from the date you sign the Franchise Agreement. We will extend the time in which you must commence operations for a reasonable period of time in the event that factors beyond your reasonable control prevent you from meeting the development/commencement schedule, so long as you have made reasonable and continuing efforts to comply with such development/commencement obligations and you request, in writing, an extension of time before your development/commencement period lapses. If more than 270 days elapse, we reserve the right, at our sole discretion, to require that you sign our then-current Franchise Agreement or an amendment to the current Franchise Agreement to conform the current Franchise Agreement with the terms of the then-current Franchise Agreement.

ITEM 12
TERRITORY

<u>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.</u>

The Franchise Agreement grants you the right to develop and operate a Meccha Matcha Tea Shop at a location that you have selected and that we have approved as meeting our minimum criteria. The Franchise Agreement does not contain any exclusive grant, exclusive territorial rights, protected territory, or any right to exclude, control, or impose conditions on the location or development of future Meccha Matcha shops at any time. Once you have identified a site that we approve the location will be identified in Attachment A to the Franchise Agreement. You have the right to operate only from the approved Franchised Location and nowhere else. You may not provide any off-site services without our prior written consent.

Under the terms of the Franchise Agreement, you will operate your Meccha Matcha Shop from your Franchised Location and cannot relocate your Franchised Location without our permission. Additionally, you have no options, rights of first refusal, or similar rights to acquire additional franchises or territories.

We will consent to relocation if your lease expires or terminates through no fault of yours, or if the Store premises 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 or our affiliates. Otherwise, after you have operated your Meccha Matcha Shop for more than 12 months, you can submit to us a written request to relocate setting forth your reasons for requesting the relocation along with the proposed new location. We will provide you our written response within 30 days from receipt of your written relocation request.

If we approve the relocation and the proposed new location, provided that the ownership of your Meccha Matcha Shop does not change in any respect from the ownership of the shop before the relocation, then you may move your Meccha Matcha Shop to the new approved location after you sign our then-current form of

Franchise Agreement and a General Release. You must commence operations at the new franchise location within 12 months after closing the former Franchise Location.

We may distribute products identified by our Marks, including the marks of our affiliates, not only through your Franchised Business and other M Matcha franchises, but also through any other distribution method that may be established. We also have the right to sell at both wholesale and retail all products and services that do not comprise a part of the Meccha Matcha System and to develop, operate, and offer other similar concepts that may compete with you in your territory.

We reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales using the Marks.

You are prohibited from advertising and marketing the Franchised Business outside of a range of 5 miles from your Franchised Location without our prior written consent. You may not engage in the wholesale sale and/or distribution of any product offered for sale through the Franchised Business, through other channels of distribution like the Internet, catalog sales, telemarketing, or other direct marketing, except as authorized by us in writing.

ITEM 13
TRADEMARK

Our affiliate, M Matcha, LLC, ~~owns~~has applied to register the following ~~Mark, which is registered~~principal trademark on the Principal Register of the U.S. Patent and Trademark Office. ~~All required affidavits have been filed~~.

Mark	~~Registration~~Serial Number	~~Registration~~Application Date
(Design Plus Words, Letter, and/or Numbers)	88019794	June 28, 2018

At present there is no federal registration for the principal trademark. Therefore, the trademark does not have as many legal benefits and rights as federally registered trademarks. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

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 are relevant to their ownership, use, or licensing. There are no agreements currently in effect which significantly limit our rights to use or license the use of the marks in any manner material to you.

M Matcha, LLC has granted us the right to sublicense the Marks pursuant to an Intellectual Property License Agreement (the "License Agreement"). The term of the License Agreement is perpetual, but may be terminated by either party by mutual agreement. Furthermore, the License Agreement will terminate without notice, unless otherwise agreed in writing, if we (a) become insolvent, (b) make an assignment for the benefit of creditors, (c) have a petition in bankruptcy filed for or against it, (d) are a party to a merger, consolidation or conversion, where Company is not deemed by law to be the surviving entity, or (e) are subject of a dissolution or winding-up of its business. The rights granted to you, to use the Marks in the operation of the Shop will not necessarily terminate upon termination of the License Agreement. You will retain the right to use the Marks with the Shop, unless you have lost your rights to use the Marks under your Franchise Agreement.

Provisions	Section in Franchise Agreement	Summary
		transfer the Franchisee's interest in this Agreement or such interest in the Franchisee entity to an approved third party. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed 120 days from the date of death or permanent disability (unless extended by probate proceedings), and shall be subject to all terms and conditions applicable to transfers contained in Article 16 of the Franchise Agreement. There shall be no transfer fee charged by the Franchisor. Failure to transfer the interest within said period of time shall constitute a breach of this Agreement.
q. Non-competition covenants during the term of the franchise	Section 21.1	You may not be involved in any competing business, regardless of location.
r. Non-competition covenants after the franchise is terminated or expires	Sections 19.5, 21.2, and Attachment F to Franchise Agreement	For a period of 2 years, you and your guarantors may not own or provide services/advice to any competing business located or operating within a 10-mile radius of your Franchised Location or any other franchised or company-owned Meccha Matcha Shop.
s. Modification of the agreement	Section 24.9	All changes to the Franchise Agreement must be in writing and signed by an authorized person on behalf of you and us; but we can modify the Standards, Operations Manual, and other materials at our discretion.
t. Integration/merger clause	Section 24.11	~~The Franchised Agreement specifies the obligations of you and us.~~ Only the terms of the Franchise Agreement are binding (subject to state law). Any ~~representations or~~ promises ~~made~~ outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any other related written agreement is intended to disclaim representations made in the disclosure document.
u. Dispute resolution by arbitration or mediation	Section 23.5	All controversies, disputes or claims between us shall be administered by an arbitration agency, such as the American Arbitration Association or the American Dispute Resolution Center before

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years 2016 to 2018

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	~~0~~1	~~0~~+1
Company-Owned[1]	2016	0	0	0
	2017	0	0	0
	2018	0	~~2~~1	+~~2~~1
Total Outlets	2016	0	0	0
	2017	0	0	0
	2018	0	2	+2

Note: For purposes of this Item 20, company-owned outlets include our affiliate-owned ~~outlets~~outlet.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2016 to 2018

State	Year	Number of Transfers
Total	2016	0
	2017	0
	2018	0

Table No. 3

Status of Franchised Outlets
For Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Texas	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	~~0~~1	0	0	0	0	~~0~~1
Total	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	~~0~~1	0	0	0	0	~~0~~1

Table No. 4

Status of Company-Owned Outlets[1]
For Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Texas	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	~~2~~1	0	0	0	~~2~~1
Total	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	~~2~~1	0	0	0	~~2~~1

Note: For purposes of this Item 20, company-owned outlets include our affiliate-owned ~~outlets~~outlet.

Table No. 5

Projected Openings as of December 31, 2018

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[1]
California	0	0	0
New York	0	0	0
Texas	0	1	1
Total	0	1	1

~~As of the date of this Disclosure Document, there are no franchisees or franchised locations. There were no franchisees~~Exhibit G contains a list of the names of all franchisees and the addresses and telephone numbers of their franchises as of December 31, 2018. Exhibit G also contains a list of the name and last known home address and telephone number of every franchisee, if any, who had a Franchise Agreement terminated, cancelled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, December 31, 2018, or who ~~had~~has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to buyers when you leave the franchise system.

No franchisee has signed confidentiality agreements during the last 3 fiscal years restricting its ability to speak openly about its experience with our franchise system. We are not aware of any trademark-specific franchise organizations associated with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D is our ~~un~~audited opening balance sheet as of February 28, 2019, and the related statements of income and cash flows for the period then ended.

We have ~~note~~not been in business the three years or more, and cannot include all financial statements required in this Item 21.

ITEM 22
CONTRACTS

The following contracts are attached and made a part of this Disclosure Document:

Exhibit A – Franchise Agreement with Attachments
Exhibit B – General Release Form

ITEM 23
RECEIPTS

Exhibit ~~G~~H contains two copies of a detachable receipt, one of which must be signed and returned to us.

M MATCHA FRANCHISING, LLC

STATE SPECIFIC APPENDIX

FOR THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The 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.

Item 3 of the disclosure document is supplemented by the following:

Neither the franchisor nor any person identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a *et. seq.*, suspending or expelling such persons from membership in such association or exchange.

Item 6 of the disclosure document is supplemented by the following:

Service Charge for Overdue Payments	1.5% per month or highest percentage permissible by law, whichever is less.	On demand.	Payable if you do not make any payment to us when due. Please note that the maximum interest rate in the State of California is 10% annually.

Item 17 of the disclosure document is supplemented by the following:

California Business and Professions Code, Sections 20000 through 20043 provides rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement or Development Rights Agreement contain a provision that is inconsistent with the law, the law will control.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Franchise Agreement contains a covenant not to compete that extends beyond expiration or termination of the agreement. This provision may not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

The Franchise Agreement provides for arbitration for certain disputes. The arbitration will be administered by an arbitration agency, such as the American Arbitration Association or the American Dispute Resolution enter before a single arbitrator in Dallas, Texas. This provision may not be enforceable under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The indemnification provision in the Franchise Agreement may not be fully enforceable as to punitive damages under California law.

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.

FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT ~~G~~E OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK, 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging a felony; a violation of franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity

EXHIBIT G

LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF FRANCHISEES
AS OF DECEMBER 31, 2018

Franchise Contact	Street Address	City	ST	Zip	Phone
SNYM, LLC Xuan Dong	9889 Bellaire Blvd. Suite 220	Houston	TX	77036	240-780-6878

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT BUT LOCATION NOT OPEN AS OF DECEMBER 31, 2018

None.

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2018

None.

EXHIBIT H

RECEIPTS

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 M Matcha Franchising, 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.

New York requires us to provide you the disclosure document to you by the earliest of (1) the first personal meeting to discuss our franchise; or (2) ten business days before the signing of a binding agreement; or (3) ten business days before a payment to M Matcha Franchising, LLC or its agent.

If M Matcha Franchising, 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 your state agency listed in Exhibit E.

The franchisor is M Matcha Franchising, LLC, located at 2001 Coit Road, suite 166, Plano, Texas 75075. Its telephone number is 682-553-0260.

Issuance Date: February 28, 2019

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Joseph Be	2001 Coit Road, Suite 166, Plano, Texas 75075	682-553-0260

I received a disclosure document dated February 28, 2019, that included the following Exhibits:

STATE SPECIFIC APPENDIX
Exhibit A – Franchise Agreement with Attachments
Exhibit B – General Release Form
Exhibit C – Operations Manual Table of Contents
Exhibit D – Financial Statements
Exhibit E – State Administrators
Exhibit F – Agents for Service of Process
Exhibit G – List of Current and Former Franchisees
Exhibit H – Receipt

____
Signature

______________________________ ______________________________
Print Name Date

If signing on behalf of a corporation or other entity, please complete the following:

____
Name of Entity

By:____________________________

Name:__________________________

Title:___________________________

Date:___________________________

[YOUR COPY]

Receipt

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____
Signature

______________________________ ______________________________
Print Name Date

If signing on behalf of a corporation or other entity, please complete the following:

______________________________ By:______________________________

Name of Entity Name:______________________________

Title:______________________________

Date:______________________________

[PLEASE SIGN, DATE AND RETURN TO US IMMEDIATELY]