FRANCHISE DISCLOSURE DOCUMENT

Yogis Grill Franchise Management, Inc.
an Arizona corporation
1130 W Grove Ave Mesa, AZ 85210
480-890-7990
www.yogisgrill.com

The franchises described in this disclosure document are for the operation of **YOGIS GRILL** Restaurants offering high-quality Japanese cuisine at reasonable prices. The estimated total investment necessary to begin operation of each franchise is $~~323,500~~319,000 to $648,500. This includes $30,000 that must be paid to the franchisor.

If You are an Area Developer, You are required to pay Us a nonrefundable Development Fee equal to the Initial Franchise Fee for the first Required Restaurant plus $10,000 for each additional Required Restaurant. The total estimated investment necessary to begin operation of the first Required Restaurant is $339,000 to $688,500. This includes the $50,000 to $70,000 that must be paid to the franchisor.

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 Won B Kyeh at the above address and telephone number.

The terms of your contract will govern your franchise relationship. Do not 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 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.

Issuance Date: February 24, 2022

Area Development Agreement (1)
Your Estimated Initial Investment

	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
Development Fee (2)	$50,000	$70,000	Lump Sum	When you sign the Area Development Agreement	Us
Estimated Initial Investment (3)	$289,000	$618,500	See Item 7 chart above.		
Total	$339,000	$688,500			

FOOTNOTES:

(1) We are also offering franchises to qualified Developers who will develop and operate at least 3 to 5 Restaurants under an Area Development Agreement. The Development Fee is contingent on the number of Yogis Grill Restaurants You intend to open under the terms of the Area Development Agreement.

Upon execution of the Area Development Agreement, You must pay Us a nonrefundable Development Fee equal to the Initial Franchise Fee for the first Required Restaurant ($30,000), plus $10,000 for each additional Required Restaurant to be developed under the Area Development Agreement. There are no refunds of these fees.

As You develop each Required Restaurant, You will execute Our then current Franchise Agreement. The Initial Franchise Fee for all Required Restaurants is $30,000. For the second and subsequent Required Restaurants, You will pay Us an Initial Franchise Fee less $10,000 credit from the Development Fee for that Restaurant.

(2) The low estimated cost is the Development Fee for a three (3) Restaurant Area Development Agreement and the high estimated cost is the Development Fee for a five (5) Restaurant Area Development Agreement.

(3) You will incur total initial expenses for each Required Restaurant developed as set forth in the first table of this Item 7. These initial expenses may increase over the term of the Area Development Agreement based on inflation and other economic factors.

APPENDIX TO
YOGIS GRILL FRANCHISE AGREEMENT
CALIFORNIA FRANCHISE DISCLOSURE DOCUMENT

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 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the commissioner.

None of the persons identified in Item 2 of the franchise disclosure document ("FDD") is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

In connection with Item 17 of the franchise disclosure document, the following paragraphs are included pursuant to California law:

1. The franchise agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

2. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

3. 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.).

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The franchise requires a franchisee to execute a general release of claims upon renewal or transfer of the agreement. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

6. The Franchise Agreement requires binding arbitration. The arbitration will occur at the franchisor's home county, Maricopa County, Arizona with the costs borne by the non-prevailing party. 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 ay provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

7. The Agreements require application of the laws of the state where Your Business is located. This provision may not be enforceable under California law.

8. California Corporations Code Section 31125 requires the franchisor to give the franchisee a disclosure document approved by the Department of Finanical Protection and Innovationprior to a solicitation of a proposed material modification of an existing franchise.

9. The current maximum legal interest rate in California is 10%.

10. Re: Website: www.YOGISGRILL.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

YOGIS GRILL FRANCHISE MANAGEMENT, INC.